



THE LAW SOCIETY OF IRELAND

Arbitration Rules

- 1.1 Where parties to an agreement have agreed that disputes between them shall be referred to arbitration under the Arbitration Rules of the Law Society of Ireland then:
 - 1.1.1 such disputes shall be resolved in accordance with these Rules subject to such modification as the parties may agree;
 - 1.1.2 unless otherwise specified by the parties, the parties shall be presumed to have referred to the Arbitration Rules of the Law Society of Ireland in effect on the date of the commencement of the arbitration
- 1.2 If there is any conflict between what the parties have agreed and these Rules the former will prevail provided such agreement is evidenced in writing.
- 1.3 Any rule of procedure set out in these Rules will be subject to any provision contained in the arbitration agreement. If there is any conflict between the provisions contained in the arbitration agreement and these Rules the former will prevail.
- 1.4 The parties may make such changes to these Rules as they see fit and such changes shall apply provided that the arbitrator is notified of such changes prior to his/her appointment. Any changes which the parties wish to make to these Rules subsequent to the appointment of the arbitrator (or which have not been notified to the arbitrator prior to his/her appointment) will be subject to the arbitrator's consent. The arbitrator's consent to any such changes shall not be unreasonably withheld or delayed.

2 COMMENCEMENT OF ARBITRATION

- 2.1 The party wishing to refer a dispute to arbitration ("the Claimant") shall give written notice ("the Arbitration Notice") to the other party ("the Respondent") of its wish to do so.
- 2.2 The arbitration proceedings shall be deemed to commence on the date when the Arbitration Notice is received by the Respondent.
- 2.3 The Arbitration Notice shall include the following:
 - 2.3.1 a request that the dispute be referred to arbitration;
 - 2.3.2 the names and contact details of the relevant parties;
 - 2.3.3 identification of the agreement between the parties to refer disputes to arbitration pursuant to which the Arbitration Notice has been served;
 - 2.3.4 identification of the contract or other agreement out of or in relation to which the Claimant's claim arises;

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- 2.3.5 a brief description of the Claimant's claim and an indication of the amount (if any) claimed by the Claimant;
 - 2.3.6 the relief or remedy sought by the Claimant.
- 2.4 Within 30 days of receipt of the Arbitration Notice the Respondent may serve written notice on the Claimant ("the Counter Notice") of any further issues which it wishes to be included in the reference to arbitration.
- 2.5 The Counter Notice shall include the following:
- 2.5.1 identification of the further issues which the Respondent wishes to be included in the reference to arbitration;
 - 2.5.2 the names and contact details of any relevant parties not identified by the Claimant in the Arbitration Notice;
 - 2.5.3 identification of the agreement between the parties to refer disputes to arbitration pursuant to which the Counter Notice is served;
 - 2.5.4 identification of the contract or other agreement out of or in relation to which the further issues detailed in the Counter Notice arise;
 - 2.5.5 a brief description of the Respondent's claim and an indication of the amount (if any) claimed by the Respondent;
 - 2.5.6 the relief or remedy sought by the Respondent.

3 APPOINTMENT OF ARBITRATOR

- 3.1 The arbitration shall be conducted by a sole arbitrator.
- 3.2 The Claimant shall when serving its Arbitration Notice, or within fourteen days thereafter, nominate in writing to the Respondent one or more persons to act as the arbitrator. Within fourteen days of receipt of such nomination, the Respondent shall by notice in writing to the Claimant accept the nomination, reject the nomination or nominate another person or persons to act as the arbitrator. If the Respondent does not accept one of the Claimant's nominees within the said period of fourteen days or the Claimant is not agreeable to accept any of the Respondent's nominees (if any), the Claimant may forthwith proceed to have the arbitrator appointed pursuant to Rule 3.3 hereof. The Respondent may seek to have an arbitrator appointed under Rule 3.3 hereof at any time after receipt of the Claimant's nominees if none of those nominees are acceptable to the Respondent and the Respondent does not wish to engage further in the process of seeking to agree an Arbitrator.
- 3.3 In the event of the parties failing to agree on an arbitrator in accordance with Rule 3.2 hereof, the arbitrator shall be appointed on the application of either party by the President for the time being of the Law Society of Ireland ("the Society") or should the President be absent, unwilling or unable to do so, by such officer of the Society as is authorised by the President to make the appointment. The party seeking the appointment shall furnish to the other party or parties a copy of the application to the President and shall furnish to the President:-
- 3.3.1 a copy of the Arbitration Notice and any Counter Notice,

- 3.3.2 a copy of the arbitration agreement between the parties evidencing the authority of the President to make the appointment including details of any conditions to be satisfied before the appointment is made,
- 3.3.3 the fee for the time being chargeable by the Society for the President to make such appointment,
- 3.3.4 the names and addresses of the relevant parties,
- 3.3.5 an estimate of the value of the matters in dispute,
- 3.3.6 evidence that the parties have failed to agree on the appointment of an arbitrator, and
- 3.3.7 evidence that the party making the application has furnished a copy of the application to the other party or parties.

4 STATEMENT OF CLAIM

- 4.1 The Claimant may furnish the Statement of Claim at any time after service of the Arbitration Notice. Unless the Statement of Claim has already been furnished by the Claimant, the Claimant shall, within a period of time to be determined by the arbitrator, furnish in writing to the Respondent with a copy to the arbitrator its Statement of Claim.
- 4.2 The Statement of Claim shall include the following particulars:
 - 4.2.1 the names and contact details of the relevant parties;
 - 4.2.2 a statement of the facts supporting the Claimant's claim;
 - 4.2.3 the points at issue;
 - 4.2.4 the relief or remedy sought;
 - 4.2.5 the legal grounds or arguments supporting the Claimant's claim.
- 4.3 A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the Arbitration Agreement shall be annexed to the Statement of Claim.
- 4.4 The Statement of Claim shall, as far as practicable, be accompanied by all documents and other evidence relied upon by the Claimant in support of its claim.

5 STATEMENT OF DEFENCE

- 5.1 The Respondent shall within 21 days of receipt of the Claimant's Statement of Claim furnish in writing to the Claimant with a copy to the arbitrator its Statement of Defence.
- 5.2 The Statement of Defence shall, as far as practicable, be accompanied by all documents and other evidence relied upon by the Respondent in support of its defence.

6 COUNTERCLAIM

- 6.1 If the Respondent wishes to make a counterclaim it shall furnish to the Claimant and to the arbitrator no later than the date on which it furnishes its Statement of Defence a Statement of Counterclaim (which may be included in its Statement of Defence) which shall include the following particulars:
- 6.1.1 a statement of the facts supporting the Respondent's counterclaim;
 - 6.1.2 the points at issue;
 - 6.1.3 the relief or remedy sought;
 - 6.1.4 the legal grounds or arguments supporting the Respondent's counterclaim.
- 6.2 The Claimant shall within 21 days of receipt of the Respondent's Statement of Counterclaim furnish in writing to the Claimant with a copy to the arbitrator its Statement of Defence to the Respondent's Statement of Counterclaim.
- 6.3 The Claimant's Statement of Defence to the Respondent's Statement of Counterclaim shall, as far as practicable, be accompanied by all documents and other evidence relied upon by the Claimant in support of its defence to the Respondent's counterclaim.

7 POWERS OF THE ARBITRATOR

- 7.1 The arbitrator's jurisdiction will be confined to the issues referred to in the Arbitration Notice and the Counter Notice including any issue connected with and necessary to the determination of any dispute or difference therein identified.
- 7.2 In the absence of agreement between the parties, the arbitrator will have power to decide
- 7.2.1 the time to be allowed for the delivery or exchange of any pleadings, or the delivery or exchange of any particulars required by a party which the arbitrator considers reasonable and necessary for the determination of the dispute, and may extend any time so agreed or allowed if he/she deems it reasonable to do so;
 - 7.2.2 the extent to which issues may be dealt with by written submissions instead of oral evidence and the extent to which preliminary issues may be dealt with;
 - 7.2.3 the extent to which notices for particulars and discovery of documents will be permitted or required; and
 - 7.2.4 the extent to which documents will be disclosed and furnished by the parties to each other.
- 7.3 The arbitrator will have power to decide whether or not a hearing is required, the procedures governing the conduct of any hearing, any preliminary steps to be taken in relation to the hearing, the venue and the date of the hearing.
- 7.4 If at any appropriate stage of the proceedings any party so requests, the arbitrator shall hold hearings for the presentation of evidence by witnesses, including expert

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witnesses, or for oral arguments. In the absence of such a request, the arbitrator shall decide whether to hold such hearing or whether the proceedings shall be conducted on the basis of documents and other materials.

- 7.5 The arbitrator may on his/her own initiative or at the request of any party convene a meeting of the parties with a view to making such decisions or directions as to the arbitrator seems appropriate.
- 7.6 In the exercise of his/her powers as arbitrator under these Rules, the arbitrator may conduct the arbitration in such manner as he/she considers appropriate provided that the parties are treated with equality and that each party is given a reasonable opportunity of presenting its case. The arbitrator, in exercising his/her discretion, shall conduct the proceedings with a view to avoiding unnecessary delay and expense and to providing a fair and efficient process for resolving the parties' dispute.
- 7.7 The powers conferred on the arbitrator under these Rules are in addition to and not in substitution for those conferred by statute.

8 AVOIDANCE OF DELAY

- 8.1 As soon as practicable after his/her appointment as arbitrator and after inviting the parties to express their views, the arbitrator shall establish the provisional timetable of the arbitration. Having invited the parties to express their views the arbitrator may at any time extend or abridge any period of time prescribed under these Rules or agreed by the parties.
- 8.2 The arbitrator will seek to ensure that the failure, refusal, neglect or delay on the part of any party to deliver pleadings or other failure, refusal, neglect or delay to meet the directions given by the arbitrator does not delay the progress of the arbitration. If a party fails to respond to another party's pleading, the arbitrator may proceed to a hearing or determination, having given the party in default sufficient opportunity to remedy the default, on the basis that the party in default is deemed to have denied in its entirety the other party's pleading.

9 PROCEDURE AT HEARINGS

- 9.1 The arbitrator shall endeavour to agree with the parties the date, time and place for any required oral hearing, failing which he/she shall be at liberty to fix the date, time and place having regard to the respective submissions of the parties in relation thereto.
- 9.2 The arbitrator may decide on the duration of any hearing and on the application of time restraints for examination and cross-examination of witnesses and other time related issues at the hearing.
- 9.3 Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitrator.
- 9.4 Unless the parties agree otherwise, witnesses, including expert witnesses, shall provide signed witness statements in such form, time and manner as may be specified by the arbitrator which witness statements will stand as evidence in chief upon which the witnesses may be cross examined.

- 9.5 The arbitrator may direct that any expert witnesses meet in advance of any hearing or determination to agree whatever they feel can be agreed and to isolate and identify the areas of disagreement between them.
- 9.6 It shall be in the absolute discretion of the arbitrator to determine the admissibility, relevance, materiality and weight of any evidence provided by the parties at the hearing or otherwise.
- 9.7 The arbitrator may direct that opening and/or closing submissions be delivered by the parties in writing and may set a date for the filing of those submissions with him/her.
- 9.8 If a party fails to appear or to be represented at a hearing, the arbitrator may at his/her discretion decide to proceed or not to proceed with the hearing on such terms as he/she considers appropriate.

10 POWER TO APPOINT LEGAL AND OTHER EXPERTS TO ASSIST

- 10.1 The arbitrator may appoint suitably qualified legal or technical persons to assist in his/her assessment of the evidence and of the submissions made to him/her. The parties shall be given a reasonable opportunity to comment on the information, opinion or advice offered by any such person, and the fees charged by any such legal or technical person will be a cost in the arbitration.

11 AWARDS

- 11.1 The arbitrator may make separate awards on different issues at different times
- 11.2 All awards shall be made in writing and shall be final and binding on the parties. The parties shall comply with all awards without delay.
- 11.3 The arbitrator shall state the reasons upon which the award is based unless the parties have agreed that no reasons are to be given
- 11.4 The arbitrator is entitled at his/her absolute discretion to publish an interim award or a number of interim awards dealing with the various issues in dispute. Having dealt with all of the substantive issues by way of interim award, the arbitrator will give the parties an opportunity to address him/her on the issue of costs and the arbitrator's final award will deal with the costs of both the reference and the award.
- 11.5 The arbitrator will be entitled to withhold publication of any award pending payment of any fees and expenses (including VAT) due to the arbitrator at that time. Payment of the arbitrator's fees and expenses by one or both parties will not be deemed to be an acceptance that the arbitrator's fees and expenses are properly calculated or payable.

12 COSTS

- 12.1 Unless otherwise agreed between the parties, the costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitrator may apportion each of such costs between the parties if he/she determines that apportionment is reasonable, taking into account the circumstances of the case. The term "costs" herein includes the fees and expenses of the arbitrator.
- 12.2 The arbitrator shall in the final award or, if he/she deems it appropriate, in any other award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.

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13 DEPOSIT OF COSTS

- 13.1 The arbitrator, immediately following his/her appointment, may request the parties to deposit an equal amount as an advance payment towards the reasonably anticipated fees and expenses (included VAT) of the arbitrator.
- 13.2 During the course of the arbitration proceedings the arbitrator may request supplementary deposits from the parties.
- 13.3 If the required deposits are not paid in full within 30 days after the receipt of the request, the arbitrator shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the arbitrator may order the suspension or termination of the proceedings.
- 13.4 After a determination order or final award has been made, the arbitrator shall render an accounting to the parties of the deposits received and return any unexpended balance (if any) to the parties.
- 13.5 Notwithstanding that the arbitrator may request payment from the parties separately of fees and expenses, the parties remain jointly and severally liable to the arbitrator for all such fees and expenses.

14 COMMUNICATIONS

All communications by a party to the arbitrator shall be communicated simultaneously by that party to the other party by the same means and noted on the communication to the arbitrator accordingly.