

# Standard Dispute Rules®

The Standard Dispute Rules, hereinafter referred to as 'the rules', apply to all national (domestic) and international (cross-border / offshore) disputes. The site [www.lisdirect.net](http://www.lisdirect.net) is an open ODR (Online Dispute Resolution) platform to introduce and manage dossiers.

## I. Conciliation

Whenever the law requires or one of the parties deems it advisable, a preliminary attempt at conciliation is organized by the secretariat. Either party may demand conciliation. The demand for conciliation is made by letter, fax or Internet. Within 10 workdays, and once the administrative costs have been covered, the other party (parties) is (are) advised of this demand for conciliation. The applicant is notified of any response or reaction by the other party. If the case reveals a serious difficulty the parties may, in that event, call for an expert or a mediator to be appointed, so as to avoid litigation. The refusal, failure or an unsigned official report (PV) within a month, terminates the attempt at conciliation and allows either party to initiate proceedings.

## II. Expertise & Mediation

All the parties may demand, together, in writing, an expertise or a mediation. Within 15 workdays, and once the administrative costs have been covered, an expert or a mediator will be appointed. Each party bears the costs thereof for equal parts. Within 30 days after the appointment, the expert or mediator shall meet the parties and, within 3 months, he shall make a compromise or give a report with a clear opinion.

## III. Arbitration

### Article 1: Application

Arbitration has, since 1958, been an internationally recognized procedure (convention of New York). Unless otherwise agreed between the parties, only the arbitrations' laws of the country of the seat of arbitration shall apply to everything that is not expressly stipulated in these rules.

### Article 2: Jurisdiction

Parties who had not specified an arbitration clause, may, after a dispute has arisen, conclude a contract thereto.

An arbitration agreement must be incorporated in a document signed by both parties or in other legally binding documents. Disputes which cannot be legally submitted for arbitration shall be inadmissible. If one party refuses to take part in the proceedings or does not present its arguments within the stipulated time limit, the dispute will be heard anyway and an award shall be pronounced. Either party may petition the judge to seek conservatory or provisional measures. This does not imply that this party waives the arbitration agreement.

### Article 3: Seat, debates and language

The seat of arbitration shall be considered as the place of the award. The Arbitral Court may seat in any country. Unless agreed otherwise the clerk's office determines the seat of arbitration and the place of the debates.

The parties shall choose the language of the proceedings. The proceedings may take place in several languages. In the absence of an agreement, the language(s) of the proceedings is/are that/those of the country of the parties and/or English. All charges for translations shall be paid by the party remitting documents in another language. The award is written in the language of the proceedings, in accordance with the place of enforcement, if not in English. The translation of the award in the language of enforcement can be requested.

In principle, the procedure shall take place in writing. Either party is entitled to ask for an audience with debates and to be assisted by or represented by an attorney or mandatary.

### Article 4: Multipartite Arbitration

- Linking of controversies: if between the same parties, there are controversies that are connected or indivisible, the clerk's office can order to link these controversies, if the parties are bound by the same arbitration clause on binding documents. The linking is not possible if an award has already been taken "before justice has been done" on its merits.
- Third party intervention: the parties give to any third party the right to intervene in the proceedings. The third party shall accept the rules in an agreement. It is conditional on the assent of the Arbitral Court.

### Article 5: Copies and originals

The parties only send copies of their documents. The original documents may only be provided on request of the Arbitral Court and if in doubt. Only these original documents will be returned during the audience or by registered letter.

## A. Court of Arbitration

### Article 6: Mission

The Arbitral Court decides autonomously, even in cases where one party raises objections, on the competence and existence or validity of the arbitration agreement. The clerk's office should be informed, at once, of any other decisions of other judicial authorities regarding the unresolved dispute.

The challenging of an arbitrator must be done in a reasoned request (and by registered mail) to the clerk's office within 10 days of receiving notification of the composition of the Arbitral Court. The challenged arbitrator is duly advised thereof by the clerk's office. The challenged arbitrator shall duly resign within 10 workdays or notify the objecting party that (s)he will not be withdrawing. The replacement shall be affected according to the rules governing new appointments.

The Arbitral Court may propose a mediation during the proceedings. The Arbitral Court may decide autonomously whether to hear the parties (or their mandatary), to summon witnesses and/or to order an on-site inspection and, if appropriate, to appoint external experts whose brief shall be specified in writing.

The demand of arbitration shall be deemed to obtain an award provisionally enforceable and to exclude consignations.

If the defendant neither reacts in the first instance on the notification of arbitration nor responds to the notification of composition of the Arbitral Court, sent by registered letter, a verdict by default shall be pronounced.

### Article 7: In equity

The Arbitral Court can only judge by law except when the parties prefer expressly to waive this and when there is no degree of appeal (yet).

### Article 8: Appointment

Unless the parties have agreed otherwise, the clerk's office in the first instance shall appoint one arbitrator and three for the appeals court. If an arbitrator dies or is legally impeded, the clerk's office is in charge of the replacement.

## B. Pronouncement

### Article 9: Award

The award also specifies the final settlement of paid advances, the party will pay the procedure bill or in which proportion these charges are divided amongst the parties and to whom they shall be paid or reimbursed. The parties accept the Arbitral Court may decide 'ex officio' even if they have not introduced conclusions on this point. The result of a compromise is reflected in the award. The parties undertake to execute the award.

### Article 10: Term

Within 10 workdays after receipt of the defendant's final statements or before the hearing, the whole dossier shall be remitted by the clerk's office to the Arbitral Court. Within 30 workdays the Arbitral Court shall give a verdict. This term can only be lengthened by the clerk's office. Without a verdict within the term and without an approved longer term the proceedings are postponed, and the clerk's office may appoint, ex officio, a new Arbitral Court. In this case only article 10 shall be applicable.

### Article 11: Notification

The registered notification of the arbitral award to the parties means the end of the mission. Except opposition of all parties the clerk's office deposits the

original award at the clerk's office of the state Court of the seat of this arbitration. A party may then request an executable expedition to the Court.

### Article 12: Exequatur

In countries where the law permits it, the Arbitral Court or the clerk's office may deposit and demand the exequatur of the decision. The ordinance of exequatur will be sent by the clerk's office. No second copy of this order shall be sent.

## C. Mini arbitration

### Article 13: Application

For a money claim of a determined debt that is not contested by registered letter within 30 days from the due date a mini-arbitration may be requested.

### Article 14: Proceeding

It is sufficient to submit a demand to the secretariat. Within 15 days, after payment of costs, the clerk's office notifies the debtor by registered letter at once of the arbitration, the registration and the immediate designation of one arbitrator.

When the claim is contested in time with proof of protest or justified, the arbitration procedure continues from article 19 §2, and the clerk's office appoints, ex officio, another arbitrator for contested claims.

If the claim is still uncontested within 10 days after the notification of arbitration, an award in first instance will be pronounced in 20 days.

The clerk's office can refuse an incomplete demand and/or impose the classic arbitration from article 15.

## D. Classic arbitration

### Article 15: Starting a procedure

To begin classic arbitration, the requesting party is required to send a registered 'notification of arbitration' (16) to the opposing party, as well as a 'demand' (17) by registered letter to the secretariat referring to the arbitration clause.

### Article 16: Notification of arbitration

The claimant formally invites the opposite party to give its point of view within 15 workdays. The notification of arbitration contains the demand as sent to the secretariat.

### Article 17: Demand of arbitration

This is sent to the secretariat just after the notification of arbitration. It contains the complete identity of the parties, an accurate description of the claim (principal, interest, damage,...) and a copy of the notification of arbitration with proof of sending to the opposite party.

### Article 18: Registration

The secretariat confirms receipt of the demand of arbitration by ordinary mail to the parties, within 15 workdays.

The claimant is invited to pay, within 15 workdays, a deposit estimated by the secretariat for initial costs.

The parties who together submit (or ad hoc arbitration) a demand are jointly and severally liable to pay provisions within the prescribed period.

If it is not paid within the time limit, the request can, ex officio, be considered withdrawn.

In cases of serious financial difficulties, the secretariat may ask for a bank security or guarantee or shall reduce or postpone the payment of this deposit.

### Article 19: Terms

- Within 15 workdays after receipt of the notification of arbitration, the defendant has to send his point of view (counter claim) and pieces to the claimant, and two copies to the secretariat with proof of sending to the claimant.
- Unless otherwise agreed by the parties or the demanded advance on costs is not paid, the clerk's office which was appointed after expiration of the previous deadline, shall appoint the Arbitral Court and inform the parties within 20 workdays.

- Within 15 workdays after receipt of the defendant's statement, the claimant must send his final statement and supplementary proof to the defendant and two copies to the clerk's office with proof of sending to the opposite party.
- Within 15 workdays after receipt of the claimant's final statement, the defendant must send his final statement to the claimant and two copies to the clerk's office with proof of sending to the claimant.

The claimant has no right to reply, unless the defendant submits entirely new elements. Only the Arbitral Court can decide about this. Conclusions and documents outside the fixed terms, can be kept out of the debates.

The receipts mentioned above are considered to be done, for national shipments 3 workdays after the deposit to the post office and for international shipments 6 workdays after the deposit to the post office. The contrary shall be proven by the requesting party. The proof of sending is the receipt of the Post Office. The day of sending does not count for the calculation of the terms.

The parties may foresee or decide to replace the exchange in writing mentioned above by an immediate hearing with debates. In this case it shall take place within one month after the appointment of the Arbitral Court.

One party can request, by means of a well-motivated letter, the shortening or extension of terms or the authorization for additional conclusions. The secretariat or the clerk's office decides autonomously about this request and can also extend a term if useful for the lawsuit.

### Article 20: Procedural requirements

All shipments between parties shall be sent by registered mail, unless otherwise permitted by the parties and by law.

- The documents shall be sent to the secretariat or the clerk's office by registered mail, duly numbered and in DUPLICATE (quintuplet in appeal).
- The clerk's office is entitled to ask the parties for missing and/or additional copies or to impose an extra administrative charge for the inconvenience thus caused.
- The parties are exempted from the obligation to send their mailed items to the secretariat or the clerk's office by registered mail provided they send them by e-mail and between the parties provided a mutual agreement.
- The pleadings may, provided all parties agree thereto, be conducted via web conferencing.

### Article 21: International arbitration

The regulation-law of the United Nations (UNCITRAL), is applicable, as far as it is supplementary, and not contrary to the legislation of the country of the clerk's office or to the present rules. If at least one of the disputing parties has its location outside of the European Union, all terms mentioned above in these rules shall be doubled.

### Article 22: Bankruptcy or death of a party

The procedure shall be postponed. On request of one party the procedure shall continue after payment of the costs and provided the new identity of the parties is notified.

## E. Appeal

### Article 23: Term

Either party has the right to appeal against an award within a term of 30 calendar days after the postmarked date of the registered notification of the award in first instance, except if the parties, after the dispute arises, have expressly excluded the appeal level and in this case the award in first instance is not by default.

If the appeal period begins and ends during the legal vacation of the country of the seat of arbitration, said appeal shall be extended until the 15th day of the new judicial year. Once this deadline has expired, it will no longer be possible to make an appeal.

### Article 24: Request

The request for appeal in quintuplet should be sent, by registered mail, to the clerk's office. On registered request of the clerk's office the appellant shall pay within 15 workdays the registration and the requested advance. The clerk's office determines this advance autonomously. If the registration fees and costs are not paid within 15 workdays, these appeal proceedings shall be deemed to be non-existent.

The appeals procedure and terms are the same as the proceedings in article 9, with the difference that the notification of arbitration is given by the clerk's office after the registration fees and costs have been paid and that this notification serves for the registration of the arbitration. The Arbitral Appeals Court is composed of three arbitrators.

In degree of Appeal, unless otherwise agreed, the seat of the arbitration is the same as in first instance.

## IV. Costs\*

The administrative cost is € 100 for each demand which was not submitted via the site [www.lisdirect.net](http://www.lisdirect.net). Documents may be sent separately by post or e-mail.

- a) **Claimant:** maximum € 100 for money claim and fee of IV.b. for all other claims.
- b) **Expertise or mediation:** limited to half of V.d. hereafter.
- c) **Mini-arbitration:** € 50 per party, € 200 pp for money claims higher of € 6,000.
- d) **Classic arbitration**

Parties who submit a request pay in advance, within 15 days upon demand from the secretary / clerk, under penalty of the inadmissibility in first instance or the non-existence on appeal level.

1) For the registration of the demand and the appointment of the Arbitral Court the costs per party in first instance is € 100 and € 200 for the appeal level.

2) The cost for arbitration is at least € 500 plus a maximum percentage of the amount of the claim, counterclaim and additional claim, each party funds its part, on the:

- 1<sup>st</sup> range up to 6,000 : 10 %
- 2<sup>nd</sup> range from 6,000 up to 12,000 : 8 %
- 3<sup>rd</sup> range from 12,000 up to 25,000 : 6 %
- 4<sup>th</sup> range from 25,000 up to 125,000 : 3 %
- 5<sup>th</sup> range from 125,000 up to 250,000 : 1.5 %
- 6<sup>th</sup> range from 250,000 up to 625,000 : 1 %
- 7<sup>th</sup> range from 625,000 up to 1,250,000 : 0.5 %
- 8<sup>th</sup> range from 1,250,000 and more : 0.25 %

These arbitration costs are doubled in appeal or when the Arbitral Court is composed of three arbitrators.

### 3) Exceptional expenses

An indemnification for procedure will be allotted 'ex officio' for the mandatory, except when agreed otherwise, and determined at € 400 or calculated by the public court in the country of execution.

The expenses provided for audiences, hearing of witnesses, appearing of parties, interlocutory award, expertise, research, site visits, travel, reopening of debates, translations, copies, corrections, reminder, suspension, interruption, return of documents or any cost resulting from a deviation from these rules are not included and are estimated separately by the clerk's office or the Arbitral Court, and shall be paid by one or more parties.

If the value of the dispute cannot be determined, the clerk's office will determine the amount needed to cover the costs and the operating expenses.

The costs of arbitration will be reduced by the arbitral court to at least half when it declares itself incompetent or for a default award in first instance.

Only in case of end of an arbitration (first instance or appeal) before the composition of the Arbitral Court is notified to the parties, the cost for arbitration is reduced to half of the already paid provisions.

All amounts are exclusive of taxes, duties or charges. The clerk's office may suspend the proceedings and sending of an award at any time when the requested fees have not been paid.

## V. Standard dispute rules

Unless otherwise agreed between the parties, the Institute of Arbitration npo of Brussels performs all administrative tasks of the clerk's office, or shall designate the clerk's office which shall be tasked with organizing and follow-up the arbitration according to the rules.

A board member, personally, a secretary, a clerk of the Court or an arbitrator cannot be liable for their actions or negligently within the scope of, or in connection with, the rules except for personal or willful recklessness. All disputes must be settled only by arbitration. Only parties are responsible for their requirements and documents that they submit.

These rules are subject to modification at any time. The modifications do not apply to an arbitration which is already pending ('lis pendens'). The interpretation of the Standard Dispute Rules and of the correct application thereof falls within the competence of the Institute of Arbitration, non-profit organisation, 13 Avenue Jules Bordet, at 1140 Brussels.

## VI. Ad hoc arbitration

Parties who choose to appoint the arbitral court themselves can entrust the tasks of the clerk's office and/or the appeal level to the Institute of Arbitration. If within 30 days they fail to compose an arbitral court or an additional arbitrator (president) is needed, the clerk of the Institute of Arbitration will be in charge of it.

Rules effective as from 15<sup>th</sup> April 2013

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## INSTITUTE OF ARBITRATION

Central Clerk's Office  
13, Avenue Jules Bordet  
1140 BRUSSELS (Belgium - EU)

+32 (0)2 - 319 41 03 (9am-12am), closed on Friday

✉ : [info@euro-arbitration.org](mailto:info@euro-arbitration.org)

🌐 : [www.euro-arbitration.org](http://www.euro-arbitration.org)

📞 : [www.lisdirect.net](http://www.lisdirect.net)

Claim Online : [www.lisdirect.net](http://www.lisdirect.net)

## Model of an arbitration clause:

Any party may ask as first claimant the Institute of Arbitration ([www.euro-arbitration.org](http://www.euro-arbitration.org)) to designate the arbitral court, that shall settle any dispute (at .....city.....) in accordance with the rules of arbitration SDR (Standard Dispute Rules), replacing all authority clauses contrary to it.

(\*) optional

(on the front page of a document : A settlement through arbitration forms part of the conditions specified on the back.)