

2016 Arbitration Rules of the Chamber of Commerce and Industry of Southern Sweden

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Sydsvenska Industri- och Handelskammarens
SKILJEDOMS INSTITUT

Adopted and in force as from 18 March 2016

Parties that refer, in arbitration agreements, to the arbitration rules of the Chamber of Commerce and Industry of Southern Sweden shall be considered to have agreed that these rules and any subsequently adopted amendments that are in force when the arbitration proceedings begin ('the Arbitration Rules') shall be applied to the proceedings unless the parties have agreed otherwise. Previous provisions under the Rules of the Arbitration Council of the Chamber of Commerce and Industry of Southern Sweden shall be applied to arbitration proceedings that began before the commencement of the Arbitration Rules if the parties do not agree that the Arbitration Rules are to apply instead.

The Arbitration Rules are published in Swedish and English. The Swedish language version takes precedence.

The Arbitration Institute of the Chamber of Commerce and Industry of Southern Sweden
www.handelskammaren.com/skiljedom-och-tvistelosning/
Ångbåtsbron 1, 211 20 Malmö, Sweden +46 (0)40-690 24 00

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Model clauses

Ordinary arbitration proceedings

Any disputes arising out of this Agreement shall be settled with final effect in accordance with the Arbitration Rules of the Chamber of Commerce and Industry of Southern Sweden. The arbitration proceedings shall take place in […].

Recommended addition:

The language for the proceedings shall be […].

The dispute shall be governed by […] law.

Simplified arbitration proceedings

Any disputes arising out of this Agreement shall be settled with final effect in accordance with the Arbitration Rules of the Chamber of Commerce and Industry of Southern Sweden. The rules on simplified arbitration proceedings shall be applied. The arbitration proceedings shall take place in […].

Recommended addition:

The language for the proceedings shall be […].

The dispute shall be governed by […] law.

Combination clause

Any disputes arising out of this Agreement shall be settled with final effect in accordance with the Arbitration Rules of the Chamber of Commerce and Industry of Southern Sweden. The rules for simplified arbitration proceedings shall be applied unless the Arbitration Council of the Chamber of Commerce and Industry of Southern Sweden decides, considering the degree of difficulty of the dispute, the value of the object of the dispute and other circumstances, that the ordinary arbitration rules are to be applied. In the latter case, the Arbitration Council shall also decide whether the arbitration tribunal is to consist of one or three arbitrators. The arbitration proceedings shall take place in […].

Recommended addition:

The language for the proceedings shall be […].

The dispute shall be governed by […] law.

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Arbitration Council and Secretariat

1 The Arbitration Council of the Chamber of Commerce and Industry of Southern Sweden ('the Arbitration Council) is an entity that is part of the Chamber of Commerce and Industry of Southern Sweden ('the Chamber of Commerce'). The task of the Arbitration Council, as specified in the Arbitration Rules, is to appoint arbitrators and mediators and handle other matters that are required for the handling of arbitration proceedings under the Arbitration Rules.

2 The Arbitration Council is assisted by a secretariat ('the Secretariat'). The Secretariat is entitled to handle matters that the Arbitration Council has delegated to the Secretariat.

3 Submissions for the Arbitration Council are submitted by email to:

skiljedom@handelskammaren.com.

4 The Arbitration Council consists of minimum six and maximum ten members, including a chair and a deputy chair, all of whom are appointed by the Board of the Chamber of Commerce for a term of two years.

5 The Board of the Chamber of Commerce may dismiss members. For members who resign or are dismissed during their term of office, the Board of the Chamber of Commerce appoints new members for the remainder of this term.

6 The Arbitration Council, the Secretariat, the person appointed as arbitrator or mediator and the person assisting these persons shall, unless the parties agree otherwise, handle the arbitration proceedings as a confidential matter. The parties undertake not to summon the mediator as a witness in court or arbitration.

7 The Arbitration Council is quorate with the chair or the deputy chair and two other members. The opinion supported by the majority prevails.

General information about arbitration proceedings

8 The Arbitration Rules contain provisions on Ordinary Arbitration Proceedings, Simplified Arbitration Proceedings and mediation.

9 A party wishing to begin arbitration proceedings under the Arbitration Rules shall, when the arbitration proceedings are begun, pay a registration fee to the Arbitration Council (see Cost Rules in Appendix 1).

10 The costs of arbitration proceedings consist of remuneration for the Arbitration Council and, where appropriate, for mediators and the arbitration tribunal in accordance with the Cost Rules in Appendix 1.

11 The Arbitration Council determines the advance to be paid by the parties and when during the arbitration proceedings this is to take place. The advance payment shall correspond to the estimated costs of the arbitration proceedings and half of it shall be paid by each party unless the Arbitration Council finds that separate advance payment amounts are more appropriate. During the arbitration proceedings, the Arbitration Council may decide that an additional advance shall be paid.

12 The Arbitration Council determines the final costs of the arbitration proceedings.

If the arbitration proceedings are concluded before a final award is made, the Arbitration Council shall determine the costs of the arbitration

proceedings in respect of when the arbitration proceedings are concluded, the work performed and the other circumstances. Mediators are entitled to their remuneration after mediation work has been concluded.

If the arbitration proceedings are concluded before they have been referred to the arbitration tribunal, the Arbitration Council gives notice of its decision on the costs of the arbitration proceedings.

13 If the registration fee, advance payment or any other cost is not paid on time, the Arbitration Council shall request the party or the parties in writing to pay the amount within a specific period of time. A party is entitled to pay the other party's share of the costs if the latter does not pay its share within the fixed period of time. If a party pays the full amount, the arbitration tribunal may, at the request of this party, order the other party to compensate the party for its outlay in a separate award.

14 If the registration fee and costs outlined above are not paid, the Arbitration Council shall dismiss the case in full or in part. The arbitration tribunal also has the right to do this.

Ordinary arbitration proceedings

15 Ordinary arbitration proceedings are arbitration proceedings in which the parties have not agreed, in the arbitration agreement or in any other way, that the proceedings are to be simplified. Ordinary arbitration proceedings are subject to the provisions in Clauses 16-44 below.

16 Arbitration proceedings are handled in pursuance of the Swedish Arbitration Act in force from time to time, with the additions and amendments contained in the Arbitration Rules. The Swedish Arbitration Act (1999:116) is in force at the time at which the Arbitration Rules are adopted.

17 Arbitration proceedings are regarded as having begun on the date on which the Arbitration Council receives a document with an explicit, unconditional request for arbitration ('the Request').
The Request shall include the following information:

(a) the names and contact details of the parties and their representatives;

(b) a summary of the dispute;

(c) preliminary details of the claimant's claims; and

(d) a copy or description of the arbitration agreement or the arbitration clause to which reference is made.

18 The Arbitration Council shall send the Request to the respondent. The respondent shall be requested to submit to the Arbitration Council, within two weeks of receipt of the Request, an answer that shall contain the respondent's position on the claimant's claims, a summary of the circumstances to which the respondent refers in support of its claims and details of any representative.

If the respondent wishes to object to the existence, validity or applicability of the arbitration agreement, this shall be included in the answer, giving the grounds for the objection.
However, failure to make such objections does not prevent the respondent from making such objections up to the time at which a reply has been submitted.

If the respondent wishes to make a counterclaim or claim a set-off, preliminary information on this shall be provided in the answer, giving an account of the dispute and details of what is being claimed. A counterclaim may be made and a set-off claimed only if the claim made is subject to the arbitration agreement and if the Arbitration Council finds it appropriate for such action to be taken, considering the circumstances. The Arbitration Council may delegate this assessment to the arbitration tribunal.

19 The Arbitration Council shall ensure that the respondent's answer is sent to the claimant. The latter may be offered the opportunity to comment on the respondent's objections and claims.

20 If the respondent fails to submit an answer, this does not prevent the case from proceeding.

21 The Arbitration Council may request a party to supplement its submission to the Arbitration Council. If the claimant does not comply with such a request, the Arbitration Council may decide to dismiss the case. If the respondent fails to supplement a counterclaim, the Arbitration Council may dismiss it.

22 If the Arbitration Council has ordered a party to carry out a measure within a specific period of time, the Arbitration Council may extend this period of time.

23 If it is obvious that the Arbitration Council lacks the competence to open the case for processing, the Arbitration Council shall dismiss it. The decision by the Arbitration Council not to dismiss a matter does not prevent the arbitration tribunal from examining its competence.

24 Documents shall be sent by the Arbitration Council to the last known address of the addressee. Documents shall initially be sent by email. The content of this provision also applies to documents sent by mediators and the arbitration tribunal.

Mediation

25 After the initial exchange of documents between the parties, the proceedings continue with mediation.

26 The Arbitration Council appoints a mediator without delay. The mediator shall be impartial and independent in relation to the parties.
The mediator decides on the procedure.

27 Mediation shall take place speedily and be concluded within 30 days from the appointment of the mediator. At the request of the mediator, the Arbitration Council may extend the period by maximum 15 days.

28 If the dispute is resolved by means of mediation, the mediator may, at the request of the parties, confirm the agreement with an arbitration award, with the mediator as the arbitrator appointed jointly by the parties.

29 If the parties have agreed not to apply mediation, a party has stated in writing to the mediator or the Arbitration Council that it refuses to participate in mediation, the mediation has been concluded without the dispute having been resolved or the period of time in which the mediation is to have been concluded has ended, the arbitration proceedings continue. The submissions from each party submitted prior to mediation shall constitute the first pleas in the continued arbitration proceedings.

30 The parties shall be jointly and severally liable for the mediator's fee and disbursements. The parties shall pay half each.

Appointment of arbitrators

31 When the arbitration proceedings are to continue as outlined in Clause 29 above, an arbitration tribunal shall be appointed, after which the Arbitration Council shall refer the matter to this tribunal.

32 The arbitration tribunal shall consist of three arbitrators unless the parties have agreed that the dispute is to be settled by one arbitrator.

33 If the arbitration tribunal is to consist of three arbitrators, each party shall appoint one arbitrator, and the Arbitration Council shall appoint the third arbitrator. At the request of the Arbitration Council, the parties shall notify the Arbitration Council of their choice of arbitrator within one week in writing. The arbitrator appointed by the Arbitration Council shall be the president of the arbitration tribunal unless the parties agree otherwise.

34 If the parties have agreed that the dispute is to be settled by one arbitrator, the arbitrator shall be appointed by the Arbitration Council.

35 If an arbitrator appointed by a party resigns or is dismissed from their post, the party that appointed the arbitrator shall notify the Arbitration Council of their replacement within one week in writing.

36 If a party fails to appoint an arbitrator on time, the arbitrator is appointed by the Arbitration Council.

37 The Arbitration Council hears the final claim for dismissal of an arbitrator in pursuance of the Swedish Arbitration Act.

38 A member of the Arbitration Council may be appointed as an arbitrator or mediator. Such a member may not participate in the decision on their appointment or in any other decision by the Arbitration Council concerning the dispute in question.

Consolidation

39 If arbitration proceedings begin concerning legal relations about which arbitration proceedings between the same parties are already in progress under the Arbitration Rules, the Arbitration Council may, at the request of a party, decide that the new claims are to be consolidated with the arbitration proceedings in progress. Such a decision may only be made after consultation with the parties and the arbitration tribunal.

Preclusion

40 A party that, during the arbitration proceedings, fails to object, without undue delay, to non-compliance with the arbitration agreement, the Arbitration Rules or other rules that are applicable to the proceedings, shall be considered to have waived the right to refer to such non-compliance.

Arbitration award

41 An award shall be made no later than six months after the matter was referred to the arbitration tribunal. The Arbitration Council may extend this period of time at the request of the arbitration tribunal.

42 The award or decision by means of which the arbitration proceedings are concluded in some other way shall include an account of the costs of the arbitration proceedings. Before making the award, the arbitration tribunal shall request the Arbitration Council to approve the costs with final effect.

43 The parties shall be jointly and severally liable for the costs of the arbitration proceedings. The losing party shall be placed under an obligation to be liable for these costs between the parties unless the circumstances suggest otherwise.

44 The decision by the arbitration tribunal on remuneration for the Arbitration Council may not be appealed against.

Simplified Arbitration Proceedings

45 If, in the arbitration agreement or in some other way, the parties have agreed that the proceedings are to be simplified, the following shall apply:

(a) the arbitration tribunal shall consist of only one arbitrator;

(b) in addition to the Request and the answer, the parties shall submit maximum one submission each in the case, including the statement of evidence;

(c) the time allowed for a submission may not exceed two weeks unless the arbitrator decides otherwise for specific reasons;

(d) verbal negotiation shall be conducted only if a party requests it and if the arbitrator deems it necessary; and

(e) the award shall be made within three months after the case was referred to the arbitrator unless the Arbitration Council decides otherwise.

In other respects, the provisions above concerning Ordinary Arbitration Proceedings shall apply.

Other

46 The Chamber of Commerce, the Arbitration Council, mediators or arbitrators shall not be liable for any loss caused to a party in connection with arbitration proceedings unless the loss was caused by intent or gross negligence.