

# BAIAC Rules

## Arbitration Rules of Beihai Asia International Arbitration Centre

1<sup>st</sup> Edition, 1 October 2019



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# ARBITRATION RULES OF THE BEIHAI ASIA INTERNATIONAL ARBITRATION CENTRE

## BAIAC Rules

1<sup>st</sup> Edition, 1 October 2019

### INTRODUCTORY PROVISIONS AND INTERPRETATION

#### Article 1

1. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, be referred to arbitration administered by the Beihai Asia International Arbitration Centre (“BAIAC”) in accordance with its arbitration rules (“Rules”), such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree. These Rules shall come into force on 1 October 2019 and, unless otherwise agreed by the parties, shall apply to any arbitration which is commenced on or after that date.

2. These Rules shall govern the arbitration, but where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

3. In these Rules:

“Arbitral Tribunal” includes one or more arbitrators;

“Award” includes an interim, partial or final award;

“BAIAC” means the Beihai Asia International Arbitration Centre Pte Ltd, including its Secretariat;

“Claimant” includes one or more claimants;

“Committee” means the Committee of BAIAC, which can be represented by a sub-committee of two or more members;

“Notice of Arbitration” refers to a Notice of Arbitration that complies with the requirements of Article 5(2);

“Party” or “parties” include the Claimant or Respondent or a third party;

“Practice Notes” mean the guidelines published by BAIAC from time to time to supplement, regulate and/or implement these Rules;

“President” means the President of BAIAC;

“Respondent” includes one or more respondents;

“Rules” means the Arbitration Rules of the Beihai Asia International Arbitration Centre (1<sup>st</sup> Edition, 1 October 2019)

4. The BAIAC itself does not resolve disputes but administers the process of resolution of disputes by Arbitral Tribunals constituted in accordance with the Rules. The BAIAC is the only body authorized to administer arbitrations under the Rules, including the scrutiny and approval of awards rendered in accordance with the Rules.
5. The President and BAIAC may each delegate power granted to them under the Rules to the Committee. When exercising such delegated power, the Committee may include the President unless their recusal is appropriate.
6. In the event of any discrepancy or inconsistency between the English version of the Rules and any other translated languages in which these Rules are published, the English version shall take precedence.

## NOTICE AND CALCULATION OF PERIODS OF TIME

### Article 2

1. A notice, including a notification, communication or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.
2. If an address has been designated by a party specifically for this purpose or authorized by the Arbitral Tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed to have been received. Delivery by electronic means such as facsimile or e-mail may only be made to an address so designated or authorized.

3. In the absence of such designation or authorization, a notice is:
  - (a) Received if it is physically delivered to the addressee; or
  - (b) Deemed to have been received if it is delivered at the place of business, habitual residence or mailing address of the addressee.
4. If, after reasonable efforts, delivery cannot be effected in accordance with Articles 2(2) or 2(3), a notice is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means that provides a record of delivery or of attempted delivery.
5. A notice shall be deemed to have been received on the day it is delivered in accordance with Articles 2(2)-(3), or attempted to be delivered in accordance with Article 2(4). A notice transmitted by electronic means is deemed to have been received on the day it is sent, except that a Notice of Arbitration so transmitted is only deemed to have been received on the day when it reaches the addressee's electronic address.
6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.
7. Except as provided in these Rules, the BAIAC may at any time extend or abridge any time limits prescribed under these Rules.

## SMALL CLAIMS PROCEDURE

### Article 3

1. Prior to the constitution of the Arbitral Tribunal, a party may file an application with the BAIAC for the arbitration proceedings to be conducted in accordance with the Small Claims Procedure under the Rules, provided that:

- (a) The amount in dispute does not exceed the equivalent amount of (Singapore Dollars) S\$100,000 on the date the Notice of Arbitration is submitted, or
  - (b) the parties so agree.
2. The Small Claims Procedure shall not apply if:
- (a) The parties have expressly agreed to opt out of the Small Claims Procedure;
  - (b) Following consultation with the parties, the President determines that it is inappropriate in the circumstances to apply the Small Claims Procedure.
3. Where an arbitration is to be conducted in accordance with the Small Claims Procedure, the following procedure shall apply:
- (a) The case shall be referred to a sole arbitrator, unless the President determines otherwise;
  - (b) A case management conference shall take place no later than ten (10) days after the date on which the file was transmitted to the Arbitral Tribunal. The BAIAC may extend this time limit pursuant to a reasoned request from the Arbitral Tribunal or on the BAIAC's own initiative if it decides it is necessary to do so.
  - (c) Following consultation with the parties, the Arbitral Tribunal may decide the dispute on a documents-only basis, without the need for a hearing and examination of witnesses and/or experts. This provision shall be an exception to Article 31(1).
  - (d) If a hearing is to be held, the Arbitral Tribunal may conduct it by videoconference, teleconference or other methods of communication, taking into account efficiency and economic related circumstances.
  - (e) The Arbitral Tribunal shall decide on the extent of document production, written and oral witness evidence (for both fact and expert witnesses), and the number, length and scope of written submissions.
  - (f) The Arbitral Tribunal may issue a reasoned award in summary or abbreviated form, unless the parties have agreed otherwise.

4. The time limit within which the Arbitral Tribunal must provide its draft award pursuant to Article 39 is sixty (60) days from the date of the case management conference. In exceptional circumstances, the Committee may extend the time limit pursuant to a reasoned request from the Arbitral tribunal or the parties.
5. The Arbitral Tribunal may make decisions on costs, taking into consideration all circumstances as it considers necessary and relevant, including the extent to which the Parties have conducted the Small Claims Procedure arbitration in an effective and cost-effective manner.
6. Upon application by a party, and after giving the parties the opportunity to be heard, the Arbitral Tribunal may, having regard to any further information as may subsequently become available, and in consultation with the President, order that the arbitral proceedings shall no longer be conducted in accordance with the Small Claims Procedure. Where the Arbitral Tribunal decides to grant an application, the arbitration shall continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Small Claims Procedure.
7. By agreeing to arbitration under these Rules, the parties hereby agree that, where the arbitral proceedings are conducted in accordance with the Small Claims Procedure under Article 3, the rules and procedures set forth under this article shall apply even in cases where the arbitration agreement contains contrary terms.

## EXPEDITED PROCEDURE

### Article 4

1. Prior to the constitution of the Arbitral Tribunal, a party may file an application with the BAIAC for the arbitration proceedings to be conducted in accordance with the Expedited Procedure under the Rules, provided that:
  - (a) The amount in dispute is above the equivalent amount of (Singapore Dollars) S\$100,000 but does not exceed the equivalent amount of (Singapore Dollars) S\$6,000,000 on the date the Notice of Arbitration is submitted; or
  - (b) The parties so agree.

2. The Expedited Procedure shall not apply if:
  - (a) The parties have expressly agreed to opt out of the Expedited Procedure;
  - (b) Following consultation with the parties, the President determines that it is inappropriate in the circumstances to apply the Expedited Procedure.
3. Where an arbitration is to be conducted in accordance with the Expedited Procedure, the following procedure shall apply:
  - (a) The case shall be referred to a sole arbitrator, unless the President determines otherwise;
  - (b) The case management conference shall take place no later than fourteen (14) days after the date on which the file was transmitted to Arbitral Tribunal. The BAIAC may extend this time limit pursuant to a reasoned request from the Arbitral Tribunal or on the BAIAC's own initiative if it decides it is necessary to do so.
  - (c) Following consultation with the parties, the Arbitral Tribunal may decide the dispute on a documents-only basis, without the need for a hearing and examination of witnesses and/or experts. This provision shall be an exception to Article 31(1).
  - (d) If a hearing is to be held, the Arbitral Tribunal may conduct it by videoconference, teleconference or other methods of communication, taking into account efficiency and economic related circumstances.
  - (e) The Arbitral Tribunal shall decide on the extent of document production, written and oral witness evidence (for both fact and expert witnesses), and the number, length and scope of written submissions.
  - (f) The Arbitral Tribunal may issue a reasoned award in summary or abbreviated form, unless the parties have agreed otherwise.
4. The time limit within which the Arbitral Tribunal must render its final award is five (5) months from the date of the case management conference. In exceptional circumstances, the Committee may extend the time limit pursuant to a reasoned request from the Arbitral Tribunal.

5. The Arbitral Tribunal may make decisions on costs, taking into consideration all circumstances as it considers necessary and relevant, including the extent to which the Parties have conducted the Expedited Procedure arbitration in an effective and cost-effective manner.
6. Upon application by a party, and after giving the parties the opportunity to be heard, the Tribunal may, having regard to any further information as may subsequently become available, and in consultation with the President, order that the arbitral proceedings shall no longer be conducted in accordance with the Expedited Procedure. Where the Arbitral Tribunal decides to grant an application, the arbitration shall continue to be conducted by the same Arbitral Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.
7. By agreeing to arbitration under these Rules, the parties hereby agree that, where the arbitral proceedings are conducted in accordance with the Expedited Procedure under Article 4, the rules and procedures set forth under this article shall apply even in cases where the arbitration agreement contains contrary terms.

## NOTICE OF ARBITRATION

### Article 5

1. The Claimant initiating the arbitration shall communicate to the BAIAC and the Respondent its Notice of Arbitration.
2. The Notice of Arbitration shall include the following:
  - (a) A demand that the dispute be referred to arbitration;
  - (b) The names and contact details of the parties;
  - (c) A copy of the arbitration agreement that is invoked;
  - (d) A copy of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;

- (e) A brief description of the claim and an indication of the amount involved, if any;
  - (f) The relief or remedy sought;
  - (g) A proposal as to the number of arbitrators, language and seat of arbitration, as well as the applicable law to the merits, if the parties have not previously agreed thereon;
  - (h) Confirmation that copies of the Notice of Arbitration and any supporting material included with it have been or are being communicated simultaneously to the Respondent by one or more means of service; and
  - (i) Payment of the Filing Fee as applicable when filing the Notice of Arbitration.
3. The Notice of Arbitration may also include:
- (a) A proposal for the appointment of a sole arbitrator referred to in Article 9(1);
  - (b) Nomination of an arbitrator referred to in Articles 10 or 11;
  - (c) Any application for Small Claims Procedure or Expedited Procedure, if applicable; and
  - (d) The Statement of Claim.
4. Subject to the Notice of Arbitration complying with the requirements of Article 5(2), Arbitral proceedings shall be deemed to commence on the date on which the Notice of Arbitration is received by the BAIAC. For the avoidance of doubt, if the Notice of Arbitration does not comply with these Rules or if the Filing Fee is not paid, the BAIAC may fix a time limit within which the Claimant shall remedy the defect. If the Claimant completes the remedy within the applicable time limit, the arbitration shall be deemed to have commenced on the date the remedy has been completed. If the Claimant fails to remedy within the applicable time limit, the arbitration shall be deemed not to have commenced without prejudice to the Claimant's right to submit the same claim at a later date in a subsequent Notice of Arbitration.

## RESPONSE TO THE NOTICE OF ARBITRATION

### Article 6

1. Within thirty (30) days of receipt of the Notice of Arbitration by the Respondent, the Respondent shall communicate a Response to the Notice of Arbitration (the “Response”) to the BAIAC and the Claimant, which shall include:
  - (a) The name and contact details of each Respondent;
  - (b) A response to the information set forth in the Notice of Arbitration, pursuant to Article 5 (2)(c)-(g);
  - (c) Where applicable, any plea that an Arbitral Tribunal to be constituted under these Rules lacks jurisdiction;
  - (d) A brief description of any counterclaim or claims for the purpose of a set-off defence, if applicable, including where relevant, an indication of the amounts involved, and the relief or remedy sought;
  - (e) Confirmation that copies of the Response and any supporting material included with it have been or are being communicated simultaneously to the Claimant by one or more means of service; and
  - (f) Payment of the applicable Filing Fee for any counterclaim.
  
2. The Response may also include:
  - (a) A proposal for the appointment of a sole arbitrator referred to in Article 9(1);
  - (b) Nomination of an arbitrator referred to in Articles 10 or 11;
  - (c) Any application for Small Claims Procedure or Expedited Procedure, if applicable;
  - (d) The Statement of Defence, if the Notice of Arbitration contains a Statement of Claim.

3. The Claimant shall submit a defence to any counterclaim within thirty (30) days from the date of receipt of the counterclaims communicated by the Respondent.

## REPRESENTATION AND ASSISTANCE

### Article 7

Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons shall be communicated to all parties, the Arbitral Tribunal, and the BAIAC. Such communication shall specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the Arbitral Tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the Arbitral Tribunal may determine.

## NUMBER AND APPOINTMENT OF ARBITRATORS

### Article 8

1. If the parties have not previously agreed on the number of arbitrators, and if within thirty (30) days after receipt by the Respondent of the Notice of Arbitration or within the period otherwise agreed by the parties, the parties have still not agreed on the number of arbitrators, the case shall be referred to a sole arbitrator, save where it appears to the Committee that the dispute is such as to warrant the appointment of three arbitrators.
2. In all cases, the President has ultimate discretion to appoint the arbitrators nominated by the parties or nominated by the arbitrators already appointed. The President's decision shall be final and not subject to appeal. The terms of appointment of each arbitrator shall be determined by the President pursuant to these Rules and Practice Notes for the time being in force.

## APPOINTMENT OF SOLE ARBITRATOR

### Article 9

1. If a sole arbitrator is to be appointed, each party may nominate a candidate or candidates to act as the sole arbitrator. In the event that the parties reach a consensus on the nomination of the sole arbitrator, the parties shall request the President to appoint the jointly nominated sole arbitrator.
2. If the parties do not reach a consensus on the nomination of the sole arbitrator within forty (40) days of the commencement of the arbitration as per Article 5(4) or within the period otherwise agreed by the parties, either party may request the President to appoint a sole arbitrator as promptly as possible.

## APPOINTMENT OF THREE ARBITRATORS

### Article 10

1. If three arbitrators are to be appointed, each party shall nominate one arbitrator. Upon appointment by the President, the two arbitrators thus appointed shall nominate the third arbitrator who will act as the presiding arbitrator of the Arbitral Tribunal, subject to appointment by the President.
2. If within thirty (30) days after the receipt of a party's nomination of an arbitrator or within the period otherwise agreed by the parties, the other party has not notified the first party of the arbitrator it has nominated, the first party may request the President to appoint the second arbitrator.
3. If within seven (7) days after the appointment of the second arbitrator or within the period otherwise agreed by the parties, the two appointed arbitrators have not agreed on the nomination of the presiding arbitrator, the presiding arbitrator shall be appointed by the President, who shall notify the parties of this development.

## Article 11

1. Where there are multiple parties as Claimant, or multiple parties as Respondent, the multiple parties shall jointly nominate their arbitrator(s) as the Claimant or Respondent pursuant to Articles 9 or 10, unless the parties have agreed to another method for nomination.
2. If the parties have agreed that the Arbitral Tribunal is to be composed of a number of arbitrators other than one or three, the arbitrators shall be nominated according to the method agreed upon by the parties, subject to appointment by the President.
3. In the event of any failure to constitute the Arbitral Tribunal under Article 11(2) within forty (40) days of the commencement of the arbitration or within the period otherwise agreed by the parties, the President shall, at the request of any party, have ultimate discretion to constitute the Arbitral Tribunal. In doing so, the President may revoke any appointment already made and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.
4. By agreeing to arbitration under these Rules, the parties hereby agree that the rules and procedures set forth under Article 11(3) shall apply even in cases where the arbitration agreement contains any contrary terms.

## DISCLOSURES BY AND CHALLENGE OF ARBITRATORS

### Article 12

When a person is approached in connection with his or her possible appointment as an arbitrator, the person shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties, the other arbitrators and the BAIAC unless they have already been informed of the circumstances.

### Article 13

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.

2. A party may challenge the arbitrator that it nominated but only for reasons that the nominating party becomes aware of after the appointment has been made.
3. In the event that an arbitrator fails to act or in the event of the *de jure* or *de facto* impossibility of performing their functions, the procedure in respect of the challenge of an arbitrator as provided in Article 14 shall apply.

## Article 14

1. A party that intends to challenge an arbitrator shall send a notice of challenge within fifteen (15) days after it has been notified of the arbitrator's appointment, or within fifteen (15) days after learning of circumstances that give rise to justifiable doubts as per Article 13(2).
2. The notice of challenge shall be communicated to all other parties, to the arbitrator who is challenged, to the other members of the Arbitral Tribunal and to the BAIAC. The notice of challenge shall state the reasons for the challenge.
3. When an arbitrator has been challenged by a party, other parties may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his or her office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
4. If, within fifteen (15) days from the date of the notice of challenge, all other parties do not agree to the challenge or the challenged arbitrator does not withdraw, the party making the challenge may within twenty (20) days from the date of the notice of challenge, seek a decision on the challenge by the Committee.

## REPLACEMENT OF AN ARBITRATOR

### Article 15

1. Subject to Article 15(2), in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed pursuant to the procedure provided for in Articles 8-11 that was applicable to the appointment of the arbitrator

being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party failed to exercise its right to nominate or to participate in the appointment process.

2. If, at the request of a party, the Committee determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to nominate a substitute arbitrator, the Committee may, after giving an opportunity to the parties and the remaining arbitrators to express their views: (a) appoint the substitute arbitrator directly; or (b) after the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award.

## REPETITION OF HEARINGS IN THE EVENT OF THE REPLACEMENT OF AN ARBITRATOR

### Article 16

If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform their functions, unless the Arbitral Tribunal decides otherwise.

## TRANSMISSION OF THE FILE TO THE ARBITRAL TRIBUNAL

### Article 17

1. The BAIAC shall transmit the case file to the Arbitral Tribunal as soon as it has been constituted, provided that any fee requested by the BAIAC by that time has been fully paid, unless the BAIAC determines otherwise.
2. Following the constitution of the Arbitral Tribunal, all communications shall take place directly between the Arbitral Tribunal and the parties, to be copied to the BAIAC, unless the Arbitral Tribunal decides that communications should continue to be made through the BAIAC.

## GENERAL PROVISIONS – CASE MANAGEMENT CONFERENCE, PROCEDURAL TIMETABLE AND CONDUCT OF PROCEEDINGS

### Article 18

1. As soon as practically possible after its constitution, the Arbitral Tribunal shall convene a case management conference for the purpose of consulting the parties on all procedural measures including the timetable of the arbitration. After inviting the parties to express their views, the Arbitral Tribunal shall establish the provisional timetable of the arbitration. The Arbitral Tribunal may, at any time, after inviting the parties to express their views, request the BAIAC to extend or abridge any period of time prescribed under these Rules.
2. Notwithstanding, and subject to these Rules, the Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case. The Arbitral Tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.
3. All communications to the Arbitral Tribunal by one party shall be communicated by that party to all other parties and the BAIAC. Such communications shall be made at the same time, except as otherwise permitted by the Arbitral Tribunal if it may do so under applicable law.

## JOINDER OF ADDITIONAL PARTIES

### Article 19

1. The Arbitral Tribunal shall have the power to allow an additional party to be joined to an arbitration under these Rules provided that:
  - (a) the additional party to be joined is *prima facie* bound by the arbitration agreement; or
  - (b) all parties, including the additional party, expressly agree.

2. Any decision pursuant to Article 19.1 is without prejudice to the Arbitral Tribunal's power to subsequently decide any question as to its jurisdiction.
3. Any Request for Joinder shall be raised no later than the date on which the Respondent serves the Statement of Defence, except in exceptional circumstances.
4. A party wishing to join an additional party pursuant to Article 19.1 shall communicate a Request for Joinder to the BAIAC, all other parties and the Arbitral Tribunal, if appointed.
5. The Request for Joinder shall contain the following information:
  - (a) The case reference of the arbitration;
  - (b) The names and contact details of the parties to be joined;
  - (c) A request that the additional party be joined to the arbitration;
  - (d) A copy of the arbitration agreement that is invoked;
  - (e) A copy of any contract or other legal instrument out of or in relation to which the request arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
  - (f) A brief description of the facts and legal basis supporting the request.
  - (g) Any relief or remedy sought; and
  - (h) Confirmation that copies of the Request for Joinder and any supporting material included with it have been or are being communicated simultaneously to all other parties and the Arbitral Tribunal if appointed by one or more means of service.
6. Within thirty (30) days of receiving the Request for Joinder, the additional party shall communicate a Reply to the Request for Joinder to the BAIAC, all other parties and the Arbitral Tribunal, if appointed. The Reply to the Request for Joinder shall include the following:
  - (a) The name and contact details of the additional party;

- (b) Any plea regarding the constitution and/or jurisdiction of the Arbitral Tribunal;
  - (c) A response to the information sets forth in the Request for Joinder, pursuant to Articles 19(5)(c)-(g);
  - (d) Details of any claims against any other party to the arbitration; and
  - (e) Confirmation that copies of the Reply to the Request for Joinder and any supporting materials included with it have been or are being communicated simultaneously to all other parties and the Arbitral Tribunal if appointed by one or more means of service.
7. An additional party wishing to be joined to the pending arbitration shall communicate a Request for Joinder, pursuant to Article 19(5), to the BAIAC, all other parties and the Arbitral Tribunal if appointed. In such circumstance, within thirty (30) days of receiving a Request for Joinder, the Claimant and the Respondent shall each communicate a Reply to the Request for Joinder, *mutatis mutandis*, pursuant to Article 19(6), to the BAIAC, all other parties and the Arbitral Tribunal if appointed.
8. Where the Request for Joinder is granted by the Arbitral Tribunal, the joined party shall be deemed to have waived its right to nominate an arbitrator, without prejudice to its right to challenge an arbitrator pursuant to Article 13.
9. Where the Request for Joinder is granted, the requisite Filing Fee under these Rules shall be payable for any additional claims or counterclaims. BAIAC may adjust its Administrative Fees and the Arbitral Tribunal's Fees (where appropriate) after a Request for Joinder is granted.
10. Where the Request for Joinder is granted, the arbitration involving the joined party shall be deemed to commence on the date on which the BAIAC receives the complete Request for Joinder.

## CONSOLIDATION

### Article 20

1. At the request of a party, and after consulting all other parties, the Arbitral Tribunal shall have the power to consolidate two or more arbitrations pending under these Rules where:

- (a) All parties agree to consolidate;
  - (b) all the claims in the arbitrations are made under the same arbitration agreement, and either the same Arbitral Tribunal has been constituted in each of the arbitrations or no Arbitral Tribunal has been constituted yet in the other arbitration(s); or
  - (c) where the claims in the arbitrations are made under more than one arbitration agreement, the Arbitral Tribunal finds the arbitration agreements to be compatible and the disputes arising out of the same legal relationship, or the disputes arising out of the same transaction or series of transactions; and furthermore, that the same Arbitral Tribunal has been constituted in each of the arbitrations or no Arbitral Tribunal has been constituted yet in the other arbitration(s).
2. A party wishing to consolidate two or more arbitrations pursuant to Article 20.1 shall communicate a Request for Consolidation to the BAIAC, all other parties and the Arbitral Tribunal if appointed.
3. The Request for Consolidation shall include the following information:
- (a) The case references of the arbitrations under these Rules requested to be consolidated;
  - (b) The names and contact details of the parties to the arbitrations requested to be consolidated;
  - (c) A request that the arbitrations be consolidated;
  - (d) A copy of the arbitration agreement(s) invoked;
  - (e) A copy of any contract or other legal instrument out of or in relation to which the request arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
  - (f) A brief description of the facts and legal basis supporting the application;
  - (g) Any relief or remedy sought; and
  - (h) Confirmation that copies of the Request for Consolidation and any supporting material included with it have been or are being

communicated simultaneously to all other parties and the Arbitral Tribunal if appointed by one or more means of service.

4. Following consultation with the parties, the Arbitral Tribunal shall decide whether to grant the Request for Consolidation. The decision to grant the Request for Consolidation is without prejudice to the Arbitral Tribunal's power to subsequently decide any question regarding its jurisdiction.
5. Where the Request for Consolidation is granted, all parties shall be deemed to have waived their right to nominate an arbitrator, without prejudice to their right to challenge an arbitrator pursuant to Article 13.
6. Where the Request for Consolidation is granted, the requisite Filing Fee under these Rules shall be payable for any additional claims or counterclaims. BAIAC may adjust its Administrative Fees and the Arbitral Tribunal's Fees (where appropriate) after a Request for Consolidation is granted.
7. Where the Request for Consolidation is granted, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties have agreed otherwise.

## SEAT OF ARBITRATION AND VENUE OF EVIDENTIARY HEARING

### Article 21

1. If the parties have not agreed on the seat of arbitration, the seat of arbitration shall be Singapore. The award shall be deemed to have been made at the seat of arbitration.
2. The Arbitral Tribunal may meet at any location it considers appropriate for deliberations. Unless otherwise agreed by the parties, the Arbitral Tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.

## LANGUAGE

### Article 22

1. Subject to any agreement between the parties, the Arbitral Tribunal shall, promptly after its constitution, determine the language or languages to

be used in the proceedings. This determination shall apply to all written communications, submissions, the language to be used in any hearing, as well as any orders or awards.

2. The Arbitral Tribunal may order that any document or material delivered in its original language be accompanied by a translation into the language or languages agreed upon by the parties or determined by the Arbitral Tribunal.

## STATEMENT OF CLAIM

### Article 23

1. Unless the Statement of Claim was contained in the Notice of Arbitration (or the Claimant elects to treat the Notice of Arbitration as the Statement of Claim, provided that the Notice of Arbitration also complies with the requirements of Articles 23(2) and 23(3)), the Claimant shall communicate its Statement of Claim in writing to the Respondent, the Arbitral Tribunal and the BAIAC within a period of time to be determined by the Arbitral Tribunal.
2. The Statement of Claim shall include the following particulars:
  - (a) The names and contact details of the parties;
  - (b) A statement of the facts supporting the claim;
  - (c) The points at issue;
  - (d) The relief or remedy sought; and
  - (e) The legal grounds or arguments supporting the claim.
3. The Statement of Claim should, as far as possible, be accompanied by all supporting materials relied upon by the Claimant, or contain references to them.

## STATEMENTS OF DEFENCE, COUNTERCLAIM AND DEFENCE TO COUNTERCLAIM

### Article 24

1. Unless the Statement of Defence was contained in the Response, or the Respondent elects to treat the Response as the Statement of Defence (provided that it also complies with the requirements of Article 24(2)), the Respondent shall communicate its Statement of Defence in writing to the Claimant, the Arbitral Tribunal and the BAIAC within a period of time to be determined by the Arbitral Tribunal.
2. The Statement of Defence shall reply to the particulars of the Statement of Claim as given in Article 23(2)(b)-(e). The Statement of Defence should, as far as possible, be accompanied by all supporting materials relied upon by the Respondent, or contain references to them.
3. If the Respondent has raised an objection to the jurisdiction or to the constitution of the Arbitral Tribunal, the Statement of Defence shall contain the factual and legal basis of such objection, if the objection has not yet been resolved at that time.
4. Any counterclaim made by the Respondent shall be submitted with the Statement of Defence. The Arbitral Tribunal may grant the Respondent an extension of time for submitting the counterclaim. The provisions of Articles 23(2)-(3), shall apply to a counterclaim and a claim relied on for the purpose of a set-off defence.
5. The Claimant shall submit a Defence to Counterclaim within a period of time to be determined by the Arbitral Tribunal. The provisions of Articles 24(1)-(3), shall apply to the Defence to Counterclaim.

## AMENDMENTS TO THE CLAIM OR DEFENCE

### Article 25

1. During the course of the arbitral proceedings, a party may amend or supplement its claim or defence, including a counterclaim or a claim for the purpose of a set-off defence, unless the Arbitral Tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it, prejudice to other parties or any other circumstances. However, a claim or defence, including a counterclaim or a claim for the purpose of a set-off defence, may not be

amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the Arbitral Tribunal.

2. The BAIAC may adjust the Filing Fee, Administrative Fee and the Arbitral Tribunal's Fee (where appropriate) if a party amends its claim or defence, including a counterclaim or a claim for the purpose of a set-off defence.

## PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

### Article 26

1. The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objection with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.
2. A plea that the Arbitral Tribunal does not have jurisdiction shall be raised no later than in the Statement of Defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the defence to the counterclaim or to the claim for the purpose of a set-off defence. A party is not precluded from raising such a plea by the fact that it has nominated, or participated in the appointment process of, an arbitrator. A plea that the Arbitral Tribunal is exceeding the scope of its jurisdiction shall be raised within fourteen (14) days after the matter alleged to be beyond the scope of its jurisdiction is raised during the arbitral proceedings. The Arbitral Tribunal may, in either case, admit a later plea if it considers the delay justified.
3. The Arbitral Tribunal may rule on a plea referred to in Article 26(2) either as a preliminary question or in an award on the merits. The Arbitral Tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

## FURTHER WRITTEN STATEMENTS

### Article 27

The Arbitral Tribunal shall decide which further written statements if any, in addition to the Statement of Claim, the Statement of Defence, and Defence to Counterclaim (if applicable), shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

## PERIODS OF TIME

### Article 28

The periods of time fixed by the Arbitral Tribunal for the communication of written statements including the Statement of Claim, Statement of Defence and Defence to Counterclaim (if applicable) shall not exceed forty (40) days. However, the Arbitral Tribunal may extend the time limits if it concludes that an extension is justified.

## INTERIM MEASURES

### Article 29

1. The Arbitral Tribunal may, at the request of a party, grant interim measures.
2. An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the Arbitral Tribunal orders a party, for example and without limitation, to:
  - (a) Maintain or restore the status quo pending determination of the dispute;
  - (b) Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself;
  - (c) Provide a means of preserving assets out of which a subsequent award may be satisfied; or

- (d) Preserve evidence that may be relevant and material to the resolution of the dispute.
3. The party requesting an interim measure under Articles 29(2)(a)-(c) shall satisfy the Arbitral Tribunal that:
    - (a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
    - (b) There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the Arbitral tribunal in making any subsequent determination.
  4. With regard to a request for an interim measure under Article 29(2)(d), the requirements in Article 29(3)(a) and (b) shall apply only to the extent the Arbitral Tribunal considers appropriate.
  5. The Arbitral Tribunal may modify, suspend or terminate an interim measure it has granted upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the Arbitral Tribunal's own initiative.
  6. The Arbitral Tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
  7. The Arbitral Tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.
  8. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the Arbitral Tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The Arbitral Tribunal may award such costs and damages at any point during the proceedings.
  9. A request for interim measures addressed by any party to a competent authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement. Any such application and any measures taken by the competent authority shall be notified without delay to the Arbitral Tribunal.

## EVIDENCE

### Article 30

1. Each party shall have the burden of proving the facts relied on to support its claim, defence, or counterclaim.
2. Witnesses, including expert witnesses, who are presented by the parties to testify to the Arbitral Tribunal on any issue of fact or expertise, may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the Arbitral Tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.
3. At any time during the arbitral proceedings the Arbitral Tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the Arbitral Tribunal shall determine.
4. The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

## HEARINGS

### Article 31

1. Unless the parties have agreed on a documents-only arbitration or as otherwise provided in these Rules, if any party so requests at an appropriate stage of the proceedings, the Arbitral Tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral arguments. In the absence of such an agreement or request, the Arbitral Tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted solely on the documents and materials submitted by the parties.
2. In the event of a procedural meeting or an oral hearing, the Arbitral Tribunal shall, after consultation with the parties, give the parties adequate advance notice of the date, time and place thereof. If any party fails to appear at a procedural meeting or hearing without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the arbitration and may make the order or award based on the submissions and evidence before it.

3. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the Arbitral Tribunal.
4. Unless otherwise agreed by the parties, all meetings, hearings, proceedings, recordings, transcripts, or documents used in relation to the arbitral proceedings shall be private and confidential.

## EXPERTS APPOINTED BY THE ARBITRAL TRIBUNAL

### Article 32

1. After consultation with the parties, the Arbitral Tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the Arbitral Tribunal. A copy of the expert's terms of reference, established by the Arbitral Tribunal, shall be communicated to the parties.
2. The expert shall, in principle before accepting appointment, submit to the Arbitral Tribunal and to the parties a description of his or her qualifications and a statement of their impartiality and independence. Within the time ordered by the Arbitral Tribunal, the parties shall inform the Arbitral Tribunal whether they have any objection as to the expert's qualifications, impartiality or independence. The Arbitral Tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The Arbitral Tribunal shall decide promptly what action, if any, to take.
3. The parties shall give the expert any relevant information or produce for their inspection any relevant documents or goods that the expert may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the Arbitral Tribunal for decision.
4. Upon receipt of the expert's report, the Arbitral Tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.

5. At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of Article 31 shall be applicable to such proceedings.

## DEFAULT

### Article 33

1. If, within the period of time fixed by these Rules or the Arbitral Tribunal, without showing sufficient cause:
  - (a) The Claimant has failed to communicate its Statement of Claim, the Arbitral Tribunal may issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the Arbitral tribunal considers it appropriate to do so;
  - (b) The Respondent has failed to communicate its Response or its Statement of Defence, the Arbitral Tribunal may order that the proceedings continue, without treating such failure in itself as an admission of the Claimant's allegations; the provisions of this subparagraph also apply to a Claimant's failure to submit a Defence to Counterclaim or to a claim for the purpose of a set-off defence.
2. If a party, duly notified under these Rules, fails to appear at a procedural meeting or hearing, without showing sufficient cause for such failure, the Arbitral tribunal may proceed with the arbitration.
3. If a party, duly ordered by the Arbitral Tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the Arbitral Tribunal may make the award on the materials before it and draw adverse inferences as necessary.

## CLOSURE OF HEARINGS

### Article 34

1. The Arbitral Tribunal may inquire of the parties if they have any further materials to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.
2. The Arbitral Tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the hearings at any time before the award is made.

## WAIVER OF RIGHT TO OBJECT

### Article 35

A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection, unless such party can show that, under the circumstances, its failure to object was justified.

## DECISIONS

### Article 36

1. When there is more than one arbitrator, any award or other decision of the Arbitral Tribunal shall be made by a majority of the arbitrators. If there is no majority, the award shall be made by the presiding arbitrator alone.
2. With the agreement of all members of the Arbitral Tribunal, the presiding arbitrator may make procedural decisions alone.

## APPLICABLE LAW AND AMIABLE COMPOSITEUR

### Article 37

1. The Arbitral Tribunal shall apply the rules of law agreed by the parties as applicable to the substance of the dispute. Failing such agreement by

- the parties, the Arbitral tribunal shall apply the law which it determines to be appropriate.
2. The Arbitral tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorized the Arbitral Tribunal to do so.
  3. In all cases, the Arbitral Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

## SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

### Article 38

1. If, before the award is made, the parties agree on a settlement of the dispute, the Arbitral Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the Arbitral Tribunal, record the settlement in the form of an arbitral award on agreed terms. As an exception to Article 39(4), the Arbitral Tribunal is not obliged to give reasons for such an award. The provisions of Articles 39(2), (5) to (8), shall continue to apply.
2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Article 38(1), the Arbitral Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Arbitral Tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the Arbitral Tribunal considers it appropriate to do so.
3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the Arbitral Tribunal to the BAIAC. The BAIAC shall communicate the certified copies to the parties upon full settlement of the costs of the arbitration.

## FORM AND EFFECT OF THE AWARD

### Article 39

1. The Arbitral Tribunal may make separate awards on different issues at different times.
2. All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.
3. The Arbitral Tribunal shall as soon as practicable submit the draft award to the Committee to be scrutinised before signing by the Tribunal. The Committee may provide recommendations as to the form of the award and, without affecting the Arbitral Tribunal's liberty of decision, may draw the Arbitral Tribunal's attention to points of substance.
4. The Arbitral Tribunal shall state the reasons upon which the award is based.
5. An award shall be signed by all members of the Arbitral Tribunal and it shall contain the date on which the award was made and indicate the seat of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
6. An award may be made public with the consent of all parties.
7. An award shall be delivered to the BAIAC, who shall transmit certified copies to the parties upon full settlement of the costs of the arbitration.
8. The Arbitral Tribunal and the BAIAC shall assist the parties in complying with whatever further formalities may be necessary.

## INTERPRETATION OF THE AWARD

### Article 40

1. Within thirty (30) days after the receipt of the award, a party, with written notice to all other parties and to the BAIAC, may request that the Arbitral Tribunal give an interpretation of the award.

2. Any interpretation considered appropriate by the Arbitral Tribunal shall be given in writing within thirty (30) days after the receipt of the request but the BAIAC may extend such time limit if necessary upon request by the Arbitral Tribunal. The interpretation shall form part of the award and the provisions of Articles 39(2) and (4)-(8) shall apply.
3. The Arbitral Tribunal has the power to give any further interpretation of the award which is necessitated by or consequential on (a) the correction of the award under Article 41; or (b) the issuance of any additional award under Article 42.

## CORRECTION OF THE AWARD

### Article 41

1. Within thirty (30) days after the receipt of the award, a party, with written notice to all other parties and to the BAIAC, may request the Arbitral Tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the Arbitral Tribunal considers that the request is justified, it shall make the correction within thirty (30) days of receipt of the request but the BAIAC may extend such time limit if necessary upon request by the Arbitral Tribunal. The Arbitral Tribunal shall request for comments from the other party within the time prescribed.
2. The Arbitral Tribunal may within thirty (30) days of the BAIAC transmitting the award to the parties make such corrections on its own initiative.
3. Such corrections shall be in writing and shall form part of the award. The provisions of Articles 39(2) and (4)-(8) shall apply.

## ADDITIONAL AWARD

### Article 42

1. Within thirty (30) days after the receipt of the termination order or the award, a party, with notice to all other parties and to the BAIAC, may request the Arbitral Tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the Arbitral Tribunal.

2. If the Arbitral Tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within thirty (30) days after the receipt of the request. The BAIAC may extend such time limit if necessary upon request by the Arbitral Tribunal
3. When such an award or additional award is made, it shall be in writing and shall form part of the award. The provisions of Articles 39(2) and (4)-(8) shall apply.

## DEFINITION AND ALLOCATION OF COSTS

### Article 43

1. The term “costs” includes only:
  - (a) The Filing Fee and Administration Fee of the BAIAC according to the BAIAC’s Schedule of Fees (“Schedule of Fees”);
  - (b) The Arbitral Tribunal Fees according to Schedule of Fees;
  - (c) Any expense incurred by the Arbitral Tribunal and/or the BAIAC for the arbitration, including reasonable costs of expert advice and of other secretarial assistance required by the Arbitral Tribunal;
  - (d) Costs of hearing venues including other costs associated with the hearing such as but not limited to translators and transcribers;
  - (e) The reasonable costs for legal representation and other assistance, including fees and expenses of any witnesses and experts, if such costs were claimed during the arbitration.
2. The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the Arbitral Tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.
3. The Arbitral Tribunal shall in the final award or, if it deems 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.

4. When the Arbitral Tribunal issues an order for the termination of the arbitration or makes an award on agreed terms, it shall determine the costs of the arbitration referred to in Article 44(1) (to the extent not already determined) and may apportion all or part of such costs, in the text of that order or award.

## FEES, EXPENSES AND DEPOSITS

### Article 44

1. The Filing Fee and Administration Fee of BAIAC and the Arbitral Tribunal Fees are set forth in the Schedule of Fees in force at the time of commencement of the arbitration.
2. The BAIAC shall determine the amount of deposits payable towards the Administration Fees, Arbitral Tribunal Fees, as well as any expenses which may likely be incurred by the Arbitral Tribunal and/or the BAIAC for the arbitration by taking into account the value of the claims and counterclaims. This shall be payable at the commencement of the arbitration and at various stages throughout the arbitration, as and when directed to be paid. For the avoidance of doubt, the non-payment of deposits as required by the BAIAC will result in the Arbitral Tribunal not being constituted. Unless otherwise directed, the Claimant and Respondent shall each be liable to pay such deposits in equal shares.
3. Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the BAIAC.
4. Parties are jointly and severally liable for the costs of the arbitration. Any party is free to pay the whole of the deposits towards the costs of the arbitration should the other party fail to pay its share. If a party pays the required deposits on behalf of another party, the Arbitral Tribunal may, at the request of the paying party, make an award for reimbursement of the payment.
5. In the event that a party fails to pay the deposits on fees and/or expenses referred to in Articles 44(2) and (4) as directed by BAIAC either wholly or in part:

- (a) The Arbitral Tribunal may suspend its work and the President may suspend BAIAC's administration of the arbitration, in whole or in part; and
  - (b) The President may, following consultation with the Arbitral Tribunal (if constituted) and after informing the parties, set a time limit on the expiry of which the relevant claims or counterclaims shall be deemed withdrawn. Nevertheless, this shall not prejudice the party reintroducing the same claims or counterclaims in another proceeding.
6. At the conclusion of the arbitration, BAIAC shall refund any balance of the deposits for fees and expenses paid by a party or the parties without any interest and net of any bank charges. The party or parties shall furnish all the necessary information to BAIAC in order to facilitate the refund(s) of which it shall not be held liable for any loss or damage arising.
  7. All deposits towards the fees and expenses shall be made to and held by BAIAC. Any interest which may accrue on such deposits shall be retained by BAIAC.

## DECISIONS OF THE PRESIDENT, COMMITTEE AND BAIAC

### Article 45

1. Unless otherwise provided in these Rules, the decisions of the President, Committee and BAIAC with respect to all matters relating to an arbitration shall be conclusive and binding upon the parties and the Arbitral Tribunal. The President, Committee and BAIAC shall not be required to provide reasons for such decisions and the parties agree that the discussions and deliberations of the President, Committee and BAIAC are confidential.
2. Save in respect of Article 14(4) and Article 26(1), the parties hereby waive any right of appeal or review in respect of any decisions of the President, Committee and BAIAC to any State court or other competent authority.

## EXCLUSION OF LIABILITY & IMMUNITY

### Article 46

The Arbitral Tribunal, any person appointed by the Arbitral Tribunal, the arbitrators, the Committee and its members, the BAIAC and its employees, shall not be liable for any act or omission in connection with an arbitration conducted under these Rules, except to the extent such limitation of liability is prohibited by applicable law.

## APPENDIX 1 – BAIAC SCHEDULE OF FEES

The BAIAC Schedule of Fees is effective as of 1 October 2019.

### A. Case Filing Fee

<b>CASE FILING FEE (Non-refundable)</b>	SGD 850
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### B. BAIAC Administration Fees (for sum in dispute equivalent to SGD)

SUM IN DISPUTE (SGD)	ADMINISTRATION FEES (SGD)
Up to 50,000	1,000
50,001 to 100,000	1,500 + 1% excess over 50,000
100,001 to 500,000	2,500 + 1% excess over 100,000
500,001 to 1,000,000	4,000 + 1% excess over 500,000
1,000,001 to 2,000,000	5,500 + 0.5% excess over 1,000,000
2,000,001 to 6,000,000	7,500 + 0.5% excess over 2,000,000
6,000,001 to 10,000,000	10,000 + 0.15% excess over 5,000,000
10,000,001 to 50,000,000	13,500 + 0.08% excess over 10,000,000
50,000,001 to 80,000,000	20,000 + 0.035% excess over 50,000,000
80,000,001 to 100,000,000	30,000 + 0.02% excess over 80,000,000
Above 100,000,000	45,000

### C. Arbitrator's Fees (for sum in dispute equivalent to SGD)

SUM IN DISPUTE (SGD)	ARBITRATOR'S FEES (SGD)
Up to 50,000	2,500
50,001 to 100,000	2,500 + 10% excess over 50,000
100,001 to 500,000	4,000 + 4.500% excess over 100,000
500,001 to 1,000,000	12,500 + 4% excess over 500,000
1,000,001 to 2,000,000	18,500 + 2% excess over 1,000,000
2,000,001 to 6,000,000	30,000 + 1% excess over 2,000,000
6,000,001 to 10,000,000	40,000 + 0.5% excess over 5,000,000
10,000,001 to 50,000,000	50,000 + 0.25% excess over 10,000,000
50,000,001 to 80,000,000	80,000 + 0.1% excess over 50,000,000
80,000,001 to 100,000,000	120,000 + 0.05% excess over 80,000,000
100,000,001 to 500,000,000	200,000 + 0.04% excess over 100,000,000
	250,000 + 0.03% excess over 500,000,000
Above 500,000,000	up to a maximum of 750,000

### D. Fees for the appointment of arbitrator (non-refundable)

APPOINTMENT FEE	1 Arbitrator	2 Arbitrators	3 Arbitrators
		SGD 1,500	SGD 2,000

## APPENDIX 2 – BAIAC MODEL ARBITRATION CLAUSE

Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the Beihai Asia International Arbitration Centre (“BAIAC”) under the BAIAC Arbitration Rules (“BAIAC Rules”), for the time being in force when the Notice of Arbitration is submitted, which rules are deemed to be incorporated by reference in this clause.

The number of arbitrators shall be \_\_\_\_\_. [One or Three]

The seat of arbitration shall be [Singapore].

The language to be used in the arbitral proceedings shall be \_\_\_\_\_.

The law of this arbitration agreement shall be \_\_\_\_\_.