

## RICS Fast Track Arbitration Rules – Edition 1, May 2015

### Primary Objective

1. The primary objective of the Fast Track Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive dispute (save as to costs) within 6 months from the date the Arbitrator is appointed, for claims not exceeding £100,000.00.

### Time Periods

2. The arbitration shall be deemed to have commenced when the Claimant serves a written notice of arbitration on the other party (“the Respondent”).
3. All time periods in the Fast Track Arbitration Rules will be measured in days and this will include weekends, but not bank or public holidays.
4. Time periods will be calculated from the day after the Arbitrator is appointed which shall be either:
  - a) The date the Arbitrator is appointed by RICS; or
  - b) The date the Arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties.

### Timetable

5. Within 21 days of the Arbitrator being appointed, the Claimant shall provide both the Respondent and the Arbitrator with:
  - a) a written Statement of Claim which describes the nature of the dispute, the legal and factual issues, the Claimant’s contentions as to those issues, the amount of its claim and/or the remedy it is seeking;
  - b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.
6. Within 21 days of receipt of the Claimant’s documents/submissions by the Arbitrator and Respondent, the Respondent shall provide the Claimant and the Arbitrator with:
  - a) a written Statement of Defence responding to the Claimant’s Statement of Claim, its statement of the nature of the dispute (including any counterclaim), the legal and factual issues in the Claimant’s claim and any counterclaim, its acceptance of any component(s) of the Claimant’s claim, its contentions as to those components of the Claimant’s claim it does not accept and the amount of any counterclaim;

- b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports;
  - c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.
7. Within 14 days of the Respondent serving its Statement of Defence, the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with:
- a) a written statement responding to the Respondent's submissions, including its reply as to the nature of the dispute, the issues (both factual and legal) and its contentions in relation to the issues;
  - b) all statements of evidence and copies of documents in response to the Respondent's submissions;
  - c) any expert report in response to the Respondent's submissions;
  - d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent;
  - e) its written submissions in response to the legal and factual issues involved.
8. If a counterclaim is made by the Respondent, then the Claimant shall serve a Statement of Defence to the Counterclaim within 21 days of the Respondent making its counterclaim and provide both the Respondent and the Arbitrator with:
- a) a written statement responding to the Respondent's counterclaim, its statement of the nature of the dispute, the legal and factual issues in the Respondent's counterclaim, its acceptance of any component(s) of the counterclaim, its contentions as to those components of the counterclaim it does not accept;
  - b) all statements of evidence and copies of all documents, including legal precedents, expert witness reports, on which it relies;
  - c) any objections it wishes to make to the Respondent's statements, comments on the Respondent's expert report(s) (if submitted by the Respondent) and explanations for the objections;
  - d) its written submissions on the legal and factual issues involved in the counterclaim.
9. Within 14 days of the Claimant making its Statement of Defence to the Counterclaim, the Respondent may make a replying submission by providing both the Claimant and the Arbitrator with:
- a) a written Statement in Reply to the Claimant's submissions, including its reply as to the nature of the dispute, the issues (both factual and legal) and its contentions in relation to the issues;

- b) all statements of evidence and copies of documents in response to the Claimant's submissions;
- c) any expert report in response to the Claimant's submissions;
- d) any objections to the statements of evidence, expert reports or other documents submitted by the Claimant;
- e) its written submissions in response to the legal and factual issues involved.

### Procedure

- 10. The Arbitrator shall make an award on the substantive dispute based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.
- 11. The default position is that there will be no hearing, but either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.
- 12. Within 7 days of receiving the last submission, the Arbitrator will notify the parties whether a hearing is to be held provided that any such hearing is limited to 1 day.
- 13. Within 10 days of the Arbitrator advising the parties that he will hold a hearing, the date and venue for the hearing will be fixed by agreement with the parties, save that if there is no agreement the Arbitrator shall direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing shall not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.
- 14. A decision will be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. The default position is that there will be no expert evidence given orally at the hearing, or, if expert evidence is required by the Arbitrator, then any expert(s) attending the hearing will be asked questions by the Arbitrator.
- 15. There will be no process of examination and cross-examination of the expert, but the Arbitrator shall invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) will be that:
  - a) At least 28 days before a hearing, the Arbitrator will provide a list of issues to be addressed by the expert(s);
  - b) If more than one expert is called, they will jointly confer and produce a joint report or reports within 14 days of the issues being provided; and
  - c) The form and content of a joint report shall be as directed by the Arbitrator and must be provided at least 7 days before the hearing.
- 16. The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the

substantive dispute within 6 months of the date on which he/she is appointed, unless both parties otherwise agree to an extension to the date for the award.

17. However, if a party fails to comply with the timetable or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before him/her attaching the appropriate weight to any evidence submitted beyond any timetable or direction.
18. The Arbitrator's award shall include reasons. The parties shall accept that the extent to which reasons are given shall be proportionate to the amount in dispute and the time available to the Arbitrator to deliver the award.

#### Arbitrator's Powers

19. The Arbitrator has all the powers of the Arbitration Act 1996, including the non-mandatory sections, save where modified by these rules.
20. Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement of both parties, subject to any such variation being acceptable to the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales:
  - a) only in exceptional circumstances, and if the Arbitrator is satisfied that a variation of any fixed time limit is required in the interests of justice and then
  - b) to only a maximum additional period of 1 month.
21. On the date the award is made, the Arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

#### Costs

22. The Arbitrator shall limit the parties' recoverable costs of the arbitration, taking account of the amount and issues in dispute. The total limit per party shall not exceed the limits set out in the RICS Information Guide current at the date of the date of the Notice of Arbitration.
23. The Arbitrator will award recoverable costs on the general principle that costs follow the event, having regard to all material circumstances, including such matters as exaggerated claims, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.
24. Where the claim and a counterclaim involve connected/interrelated issues, the Arbitrator will consider the relevant costs collectively.
25. The assessment of the parties' costs will be reserved for a further award to enable the parties to agree those costs.
26. The Arbitrator's costs will be charged in accordance with the fee scale and limits set out in the schedule included in the RICS Information Guide current at the date of the date of the Notice of Arbitration.

## Confidentiality

27. The parties agree that any hearings in this arbitration shall take place in private.
28. The parties and Arbitrator agree that any matters, materials, documents, awards, expert reports and the like are confidential and shall not be disclosed to any third party without prior written consent of the other party, save for any application to the Courts.