

Version 1.21



Hong Kong Arbitration Society Rules

香港仲裁公會規則

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Introduction

These Rules have been adopted by Hong Kong Arbitration Society for use by Parties who seek the formality and convenience of an administered arbitration.

Application

These Rules may be adopted in an arbitration agreement by arbitration clause or by an agreement in writing at any time before or after a dispute has arisen. Provisions regarding the scope of application of these Rules are set out in Article 1.

Effectiveness

These Rules have been adopted to take effect from 1st January 2021, in accordance with the provisions of Article 1 of the Rules.

Suggested Clauses

1. The following model clause may be adopted by the Parties into a contract who wish to have any future disputes referred to arbitration in accordance with these Rules:

"Any dispute or difference arising out of or in connection with this contract shall be referred to and finally determined by an arbitration administered by the Hong Kong Arbitration Society and in accordance with the Hong Kong Arbitration Society Rules for the time being in force."

2. Parties to an existing dispute in relation to which neither an arbitration clause nor a previous agreement

for arbitration exists, who nevertheless wish to refer such dispute to an arbitration under the Rules, may agree to do so in the following terms:

"We, the undersigned, agree to refer to arbitration administered by Hong Kong Arbitration Society under the Hong Kong Arbitration Society Rules any dispute, controversy, difference or claim (including any dispute regarding non-contractual obligations) arising out of or relating to:

(Brief description of contract under which disputes, controversies, differences or claims have arisen or may arise.)

The law of this arbitration clause shall be the laws of Hong Kong. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration shall be international and the subject-matter of the arbitration agreement relates to more than one country. The arbitration proceedings shall be conducted in English and the Award shall be written in English.

Signed: _____ (1st Party)

Signed: _____ (2nd Party)

Date: _____"

Article 1 – Scope of Application

- 1.1 These Rules shall govern arbitrations where an arbitration agreement entered into by the Parties (whether entered into before or after a dispute has arisen) either: (a) provides for these Rules to apply; or (b) subject to Articles 1.2 and 1.3 below, provides for arbitration "administered by Hong Kong Arbitration Society" or contains words to similar effect.
- 1.2 Nothing in these Rules shall prevent the Parties to a dispute or arbitration agreement from naming Hong Kong Arbitration Society as the appointing authority, or from requesting certain administrative services from Hong Kong Arbitration Society, without subjecting the arbitration to the provisions contained in these Rules. For the avoidance of doubt, these Rules shall not govern arbitrations where an arbitration agreement provides for arbitration under other rules, including other rules adopted by Hong Kong Arbitration Society from time to time.
- 1.3 The arbitration agreement shall be made in writing. Written forms include, amongst others, paper contracts, electronic contracts, letters, telegrams, telexes, faxes, electronic data exchanges and e-mails that can tangibly represent the content contained therein.
- 1.4 If the Parties agree to conduct arbitration in accordance with these Rules, but have not agreed upon the choice of arbitration institution, they shall be deemed to have agreed to submit the dispute to Hong Kong Arbitration Society for arbitration.
- 1.5 These Rules shall come into force on 1st January 2020 and, unless the Parties have agreed otherwise, shall apply to all arbitrations falling within Article 1.1 in

relation to which the Notice of Arbitration is submitted on or after that date.

Article 2 – Notices and Calculation of Periods of Time

2.1 Any notice or other written communication or other arbitration documents (including, amongst others, Arbitration Notice, Response and Response to Counterclaim) pursuant to these Rules shall be deemed to be received by a Party or the Arbitral Tribunal or by Hong Kong Arbitration Society if they are:

- (a) delivered by hand, post or courier service to:
 - (i) the address of the addressee or its representative as notified in writing in the arbitration; or
 - (ii) in the absence of (i), to the address specified in any applicable agreement between the relevant Parties; or
 - (iii) in the absence of (i) and (ii), to any address which the addressee holds out to the world at the time of such delivery; or
 - (iv) in the absence of (i), (ii) and (iii), to any last known address of the addressee; or
- (b) transmitted by facsimile, e-mail, electronic data interchange, electronically via the internet or any other means of telecommunication that provides a record of its transmission, including the time and date, to:
 - (i) the facsimile number, telephone number or email address (or equivalent) of that person or its representative as notified in the arbitration; or
 - (ii) in the absence of (i), to the facsimile number, telephone number or email

address (or the equivalent) specified in any applicable agreement between the relevant Parties; or

- (iii) in the absence of (i) and (ii), to any facsimile number, telephone number or email address (or the equivalent) which the addressee holds out to the world at the time of such transmission.

2.2 Any such notice or written communication shall be deemed to be received on the earliest day when it is delivered pursuant to paragraph (a) above or transmitted pursuant to paragraph (b) above. For this purpose, the date shall be determined according to the local time at the place of receipt. Where such notice or written communication is being delivered or transmitted to more than one party, or more than one arbitrator, such notice or written communication shall be deemed to be received when it is delivered or transmitted pursuant to paragraph (a) or (b) above to the last intended recipient.

2.3 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received or deemed to be received. If the last day of such period is an official holiday or a non-business day at the place of receipt, the period shall be extended until the first business day which follows. Any official holidays or non-business days occurring during the running of the period of time shall be included in calculating the period.

Article 3 – Interpretation of Rules

- 3.1 Hong Kong Arbitration Society shall have the power to interpret and determine the applicability of all provisions of these Rules. The Arbitral Tribunal shall interpret and determine the applicability of the Rules insofar as they relate to its powers and duties hereunder. Such interpretations are final and binding upon the Parties. In the event of any inconsistency between such interpretation by the Arbitral Tribunal and any interpretation by Hong Kong Arbitration Society, the interpretation of Hong Kong Arbitration Society shall prevail.
- 3.2 Hong Kong Arbitration Society and the Arbitral Tribunal shall have the power to make decision pursuant to these Rules. In the event of any inconsistency between such decision by the Arbitral Tribunal and any decision by Hong Kong Arbitration Society, the decision of Hong Kong Arbitration Society shall prevail.
- 3.3 Hong Kong Arbitration Society and the Arbitral Tribunal have no obligation to give reasons for any decision it makes in respect of any arbitration commenced under these Rules. All decisions made by Hong Kong Arbitration Society and the Arbitral Tribunal under these Rules are final and, to the extent permitted by any applicable law, not subject to appeal.
- 3.4 These Rules include all Schedules attached thereto as amended from time to time by Hong Kong Arbitration Society and which came into force on the date on which the Notice of Arbitration is submitted.
- 3.5 Hong Kong Arbitration Society may from time to time issue practice notes to supplement, regulate and implement these Rules for the purpose of facilitating

the administration of arbitrations. English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the Chinese version, the English version shall prevail.

Article 4 - Definitions

- 4.1 'Arbitration' means the process of arbitration of a dispute under Hong Kong Arbitration Society Rules;
- 4.2 'Arbitral Tribunal' means a tribunal formed by person who is appointed by Hong Kong Arbitration Society to act as an arbitrator;
- 4.3 'Award' means an arbitral award rendered by the Arbitral Tribunal which is final and binding on the Claimant and the Respondent;
- 4.4 'Certification Statement' means a statement certified by a Party in the form of "I certify the information contained in this statement is true and correct";
- 4.5 'Claim' means a claim against a Respondent;
- 4.6 'Claimant' means a person sending or who has sent a Notice of Arbitration to Hong Kong Arbitration Society;
- 4.7 'Counterclaim' means a claim raised by a Respondent against the Claimant;
- 4.8 'Court' means the courts of the Hong Kong Special Administrative Region;
- 4.9 'Hearing' means a hearing fixed on a date by the Arbitral Tribunal in the process of Arbitration;

- 4.10 'Hong Kong' means the Hong Kong Special Administrative Region;
- 4.11 'List of Arbitrators' means Hong Kong Arbitration Society's list of arbitrators for arbitration;
- 4.12 'Notice of Arbitration' means a written notice sent by a Claimant to Hong Kong Arbitration Society and the Respondent to request the initiation of Arbitration;
- 4.13 'Response' means a written response to the Notice of Arbitration sent by the Respondent to Hong Kong Arbitration Society and the Claimant;
- 4.14 'Response to Counterclaim' means a written response to the Counterclaim sent by the Claimant to Hong Kong Arbitration Society and the Respondent;
- 4.15 'Parties' means a Claimant and the corresponding Respondent;
- 4.16 'Rule' means a term and/or condition set out in these Rules;
- 4.17 'Written' or 'in writing' means forms that can therein tangibly represent the content contained including, amongst others, paper forms, electronic forms, letters, telegrams, telexes, faxes, electronic data exchanges and e-mails etc.;
- 4.18 References to the male gender include, where the context admits, the female gender and vice versa and references to the singular number include, where the context admits, the plural number and vice versa.
- 4.19 References in the Rules to the seat of arbitration shall mean the place of arbitration as referred to in Article 20.1 of the UNCITRAL Model Law on International

Commercial Arbitration as adopted on 21st June 1985 and as amended on 7th July 2006.

Article 5 – Notice of Arbitration

- 5.1 The Arbitration may be commenced by the Claimant giving to Hong Kong Arbitration Society a Notice of Arbitration in written form together with copies of all the relevant supporting documents. The Notice of Arbitration shall be filed by the Claimant in a number of copies sufficient to provide one copy each for the Arbitral Tribunal and Hong Kong Arbitration Society and shall be sent by the Claimant to the Respondent.
- 5.2 The Notice of Arbitration shall include the following:
- (a) a request that the Dispute be referred to Arbitration;
 - (b) the names, addresses, telephone numbers and email addresses of the Parties;
 - (c) identification of the arbitration agreement that is invoked (if any);
 - (d) a statement of facts to support the claim signed by the Claimant with the Certification Statement;
 - (e) the points at issue;
 - (f) the legal arguments supporting the claim;
 - (g) copies of the documents on which the Claimant relies which are directly relevant to the points at issue and the outcome of the Arbitration;
 - (h) the relief or remedy sought;
 - (i) the existence of any funding agreement and the identity of any third party funder pursuant to Article 25;
 - (j) a proposal on the appointment of Arbitrator and the language of Arbitration (as the case may be); and
 - (k) confirmation that copies of the Notice of

Arbitration and any supporting materials included with it have been or are being communicated simultaneously to the Respondent by one or more means of service to be identified in such confirmation.

- 5.3 The appointment of the Arbitrator shall not be hindered by any controversy with respect to the sufficiency of the Notice of Arbitration, which shall be finally resolved by the Arbitral Tribunal. The Claimant shall rectify any non-compliance in the Notice of Arbitration upon request by Hong Kong Arbitration Society within 7 days of the receipt of such request.
- 5.4 Unless otherwise decided by Hong Kong Arbitration Society, the Arbitration shall be deemed to commence on the date on which the Notice of Arbitration is duly received by Hong Kong Arbitration Society.

Article 6 - Response

- 6.1 Unless otherwise decided by Hong Kong Arbitration Society, the Respondent shall, within 14 days of the service of the Notice of Arbitration or the rectification pursuant to Article 5.3 whichever is later, send to Hong Kong Arbitration Society and the Claimant the Response together with copies of all the documents relied on in addition to those already provided by the Claimant. The Response shall be filed with Hong Kong Arbitration Society in a number of copies sufficient to provide one copy each for the Arbitral Tribunal and Hong Kong Arbitration Society and shall be sent by the Respondent to the Claimant.
- 6.2 The Response shall include:
- (a) the names, addresses, telephone numbers and

- email addresses of the Respondent;
- (b) any response to the information set forth in the Notice of Arbitration;
- (c) a statement of facts supporting the defence signed by the Respondent with the Certification Statement;
- (d) the points at issue;
- (e) the legal arguments supporting the Response;
- (f) any counterclaim, together with a statement of counterclaim stating the facts to support the counterclaim; the points at issue; the legal arguments supporting the counterclaim; and the relief or remedy sought;
- (g) copies of the documents on which the Respondent relies in addition to those already provided by the Claimant which are directly relevant to the points at issue and the outcome of the Arbitration;
- (h) the existence of any funding agreement and the identity of any third party funder pursuant to Article 25;
- (i) a proposal on the appointment of Arbitrator and the language of Arbitration (as the case may be); and
- (j) confirmation that copies of the Response and any supporting materials included with it have been or are being communicated simultaneously to all other Parties to the Arbitration by one or more means of service to be identified in such confirmation.

6.3 Upon receipt of the Notice of Arbitration and the Response from the Parties, a single Arbitrator will be appointed pursuant to Article 12 who shall resolve any dispute or controversy in connection with the language of the Arbitration and/or the sufficiency of the Notice of Arbitration and/or the Response.

- 6.4 The appointment of the Arbitrator shall not be hindered by any controversy with respect to the Respondent's failure to file a Response to the Notice of Arbitration, or an incomplete or late response to the Notice of Arbitration, which shall be finally resolved by the Arbitral Tribunal. The Respondent shall rectify any non-compliance in the Response upon request by Hong Kong Arbitration Society within 7 days of the receipt of such request.
- 6.5 If, within 14 days of the service of the Notice of Arbitration, the Respondent has failed to file the Response to Hong Kong Arbitration Society without showing sufficient cause for such failure, Hong Kong Arbitration Society may proceed with the Arbitration and make an award on the basis of the information and evidence before it without a hearing unless Hong Kong Arbitration Society is of the opinion that a hearing is necessary.

Article 7 – Response to Counterclaim

- 7.1 Unless otherwise decided by Hong Kong Arbitration Society or the Arbitral Tribunal or it is agreed by the Parties, the Claimant shall, in the event that the Response contains a Counterclaim, within 7 days of the service of the Response or the rectification pursuant to Article 6.4, whichever is later, send to Hong Kong Arbitration Society and the Respondent a Response to Counterclaim together with copies of all the documents relied on in addition to those already provided in the Notice of Arbitration and the Response. The Response to counterclaim shall be filed with Hong Kong Arbitration Society in a number of copies sufficient to provide one copy each for the Arbitral Tribunal and Hong Kong Arbitration Society and shall be sent by the Claimant to the Respondent.

7.2 The Response to Counterclaim shall include:

- (a) any response to the information set forth in the counterclaim of the Response;
- (b) a statement of facts to support the defence to counterclaim signed by the Claimant with the Certification Statement;
- (c) the points at issue;
- (d) the legal arguments supporting the Response to Counterclaim;
- (e) copies of the documents on which the Claimant relies in addition to those already provided in the Notice of Arbitration and the Response which are directly relevant to the points at issue and the outcome of the Arbitration; and
- (f) confirmation that copies of the Response to Counterclaim and any supporting materials included with it have been or are being communicated simultaneously to all other parties to the Arbitration by one or more means of service to be identified in such confirmation.

7.3 If, within 7 days of the service of the Response that contains a Counterclaim, the Claimant has failed to file the Response to Counterclaim to Hong Kong Arbitration Society without showing sufficient cause for such failure, Hong Kong Arbitration Society may proceed with the Arbitration in respect of the counterclaim and make an award in respect of the counterclaim on the basis of the information and evidence and the additional information and evidence requested by the Arbitral Tribunal before it without a hearing unless Hong Kong Arbitration Society is of the opinion that a hearing is necessary.

Article 8 – Request for Production of Evidence and Information

- 8.1 The Parties may request evidence and information from each other. Unless otherwise decided by Hong Kong Arbitration Society or the Arbitral Tribunal, all requests for the production of evidence and information must be served on Hong Kong Arbitration Society and the other Party within 7 days after the service of the Response. The requests shall be filed with Hong Kong Arbitration Society in a number of copies sufficient to provide one copy each for the Arbitral Tribunal and Hong Kong Arbitration Society and shall be sent by that Party to the other Party.
- 8.2 The Arbitral Tribunal may consider requesting evidence and information at the time of making the Preliminary Enquiry. Subject to Articles 17.4 and 17.8, unless the Arbitral Tribunal decides otherwise, the Parties shall not produce any additional evidence or information, except when the Arbitration Notice, Response or Response to counterclaim (if any) has been served or when further evidence or information as requested at the time of making the Preliminary Enquiry (if any) has been submitted by the Parties.

Article 9 – Preliminary Enquiry

- 9.1 In the event that the Arbitral Tribunal is of the opinion that it is necessary to make a Preliminary Enquiry, unless otherwise decided by Hong Kong Arbitration Society or the Arbitral Tribunal, the Arbitral Tribunal shall, within 14 days of the service of the Response, or 7 days of the service of the Response to Counterclaim, or 7 days of the Request for production of evidence and information (as the case may be), make a Preliminary Enquiry to require either Party to submit

to him and the other Party such further evidence or information as he considers necessary for him to make his decision. Unless the Arbitral Tribunal is of the opinion that a preliminary meeting is necessary, the Preliminary Enquiry shall be conducted without a preliminary meeting. In the event that the Arbitral Tribunal is of the opinion that a preliminary meeting is necessary, the Arbitral Tribunal has the sole discretion to decide whether the preliminary meeting is to be conducted in person, by video conference, by telephone, online or other electronic or computer communication forms. The Arbitral Tribunal shall be entitled to make a written, audio and/or video record of the preliminary meeting (if any).

- 9.2 A Party shall, unless otherwise decided by the Arbitral Tribunal or agreed by the Parties, within 14 days of a request made under the Preliminary Enquiry, send to Hong Kong Arbitration Society and the other Party a statement of the information signed by that Party with the Certification Statement, together with copies of the documents requested under the Preliminary Enquiry. It shall be filed with Hong Kong Arbitration Society in a number of copies sufficient to provide one copy each for the Arbitral Tribunal and Hong Kong Arbitration Society and shall be sent by that Party to the other Party.

Article 10 – Hearing

- 10.1 For an amount in dispute at or under HK\$250,000, unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society or the Arbitral Tribunal, the Arbitration is to be decided on documents only, no hearing shall be held and the provisions of Articles 10.6 - 10.10 shall not apply.

- 10.2 For an amount in dispute of over HK\$250,000, unless the Arbitral Tribunal decides otherwise, the Arbitral Tribunal shall fix a date for the Hearing and shall hold the Hearing within one month after the making of the Preliminary Enquiry.
- 10.3 The Arbitral Tribunal shall be entitled to hold the Hearing notwithstanding the failure or refusal of any party to comply with these Rules or with the Arbitral Tribunal's written orders or written directions. Such power shall extend to allow the Hearing to proceed on an ex-parte basis.
- 10.4 If one of the Parties, duly notified under these Rules, fails to present its case or attend the Hearing in accordance with these Rules, including as and when directed by the Arbitral Tribunal, without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the Arbitration and make an award on the basis of the evidence and information before it.
- 10.5 Any Party's submissions (if any) shall be provided to Hong Kong Arbitration Society and the other Party within 7 days after filing the statement of information as requested under the Preliminary. The submissions shall be filed in a number of copies sufficient to provide one copy each for the Arbitral Tribunal and Hong Kong Arbitration Society and shall be sent by that Party to the other Party.
- 10.6 Unless the Arbitral Tribunal decides otherwise, the Hearing shall be conducted in person. The Arbitral Tribunal has however the sole discretion to decide whether the Hearing is to be conducted by other forms such as video conference, telephone, online or other electronic or computer communication forms, or on documents only.

- 10.7 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society or the Arbitral Tribunal, the length of the Hearing shall be one day and shall be conducted on the date of the Hearing as set down in accordance with these Rules, from 10am to 1pm and from 2pm to 5pm.
- 10.8 The Arbitral Tribunal shall be entitled to make a written, audio and/or video record of the Hearing.
- 10.9 Unless the Arbitral Tribunal decides otherwise, the sequence of events at the Hearing will be as follows:
- (a) The Claimant will make his submission for not more than one hour;
 - (b) The Respondent will make his submission for not more than one hour thereafter;
 - (c) The Arbitral Tribunal will make enquiries with the Parties for not more than three hours thereafter. The Arbitral Tribunal can at his sole discretion set the time for making enquiries with each Party.
 - (d) The Respondent will make his reply for not more than thirty minutes thereafter;
 - (e) The Claimant will make his reply for not more than thirty minutes thereafter.
- 10.10 Unless the Arbitral Tribunal decides otherwise, the Parties shall take turns to make submissions in the sequence of the Hearing stipulated in Article 10.9. When a Party is making submissions, the other Party shall not interrupt.

Article 11 – Arbitration Agreement and Jurisdiction

- 11.1 Any Party may object to the existence or validity of the arbitration agreement or jurisdiction of Hong Kong

Arbitration Society. The Party shall file the above-mentioned objection within 14 days of the service of the Arbitration Notice. The other Party may make a reply to the above-mentioned objection within 7 days from the date of receiving the above-mentioned objection.

- 11.2 Any Party filing an objection pursuant to Article 11.1 of these Rules shall pay a non-refundable fee of HK\$50,000. Where the objection is filed by more than one Party, those Parties shall pay the fee in equal shares unless otherwise decided by Hong Kong Arbitration Society or agreed by the Parties. Unless otherwise agreed by Hong Kong Arbitration Society, that Party has to pay the whole sum of the fee when the objection is filed by that Party.
- 11.3 Hong Kong Arbitration Society shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part, or of the jurisdiction of Hong Kong Arbitration Society. For the purposes of Article 11, an arbitration clause which forms part of a contract and which provides for arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract. A decision by Hong Kong Arbitration Society that the contract is null and void shall not necessarily entail the invalidity of the arbitration clause.
- 11.4 Hong Kong Arbitration Society may directly make a decision on whether an arbitration agreement exists or is valid or whether Hong Kong Arbitration Society has jurisdiction or may authorize the Arbitral Tribunal to make the above-mentioned decision.
- 11.5 The arbitration proceedings may continue to proceed until a decision is made on the objection to the existence and validity of the arbitration agreement

and/or the jurisdiction of Hong Kong Arbitration Society.

- 11.6 The decision of Hong Kong Arbitration Society as to the existence and validity of the arbitration agreement and the jurisdiction of Hong Kong Arbitration Society is without prejudice to the admissibility or merits of any Party's pleas.

Article 12 – Appointment of Arbitrator

- 12.1 The Claimant and the Respondent may agree on the appointment of the Arbitrator from the List of Arbitrators. If the Parties fail to agree on the appointment of the Arbitrator within 3 days after the service of the Response or the Respondent has failed to file the Response with Hong Kong Arbitration Society without showing sufficient cause for such failure, Hong Kong Arbitration Society shall have the sole discretion to appoint the Arbitrator and shall confirm in writing to the Parties the appointment of the Arbitrator.
- 12.2 The appointment of the Arbitrator takes effect upon confirmation in writing by Hong Kong Arbitration Society.
- 12.3 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society, the number of arbitrators shall be one.

Article 13 – Disclosures Required of Arbitrators

- 13.1 The Arbitrator appointed under these Rules shall be and remain at all times impartial and independent when exercising his duties in the Arbitration.

13.2 Before appointing an Arbitrator, Hong Kong Arbitration Society will notify the potential Arbitrator(s) of the nature of the Dispute and the identity of the Parties. Each potential Arbitrator must make a reasonable effort to learn of, and must disclose to Hong Kong Arbitration Society, any circumstances which might preclude the potential Arbitrator from rendering an objective and impartial determination in the proceedings, such as:

- (a) Any direct or indirect financial or personal interest in the outcome of the Arbitration;
- (b) Any existing or past financial, business, professional, family, social, or other circumstances or relationships with any Party, or anyone who the potential Arbitrator is told may be a witness and/or an expert in the Arbitration, that are likely to affect impartiality or might reasonably create the appearance of partiality or bias; or
- (c) Any such circumstances or relationships involving members of the potential Arbitrator's family or the potential Arbitrator's current employers, partners, or business associates.

13.3 The obligation under Article 13.2 to disclose interests, relationships, or circumstances that might preclude a potential Arbitrator from rendering an objective and impartial determination is a continuing duty that requires an Arbitrator who accepts appointment to arbitration proceedings to disclose, at any stage of the proceedings, any such interests, relationships, or circumstances that arise, or are recalled or discovered.

13.4 Hong Kong Arbitration Society will inform the Parties of any information disclosed to Hong Kong Arbitration Society under Articles 13.2 and 13.3 by the potential Arbitrator and/or the Arbitrator, unless the potential

Arbitrator declines appointment or voluntarily withdraws from the Arbitration as soon as the Arbitrator learns of any interest, relationship or circumstance that might preclude the Arbitrator from rendering an objective and impartial determination in the proceedings, or Hong Kong Arbitration Society removes the Arbitrator from the proceedings.

- 13.5 Subject to Articles 13.2 and 13.3, the Arbitrator shall confirm in writing that there is no conflict of interest in relation to his appointment as the Arbitrator of the Dispute.

Article 14 - Challenge and Removal of Arbitrator by Hong Kong Arbitration Society

- 14.1 Hong Kong Arbitration Society may remove an Arbitrator from the proceedings due to the reason of conflict of interest or bias, either upon the request of a Party or on Hong Kong Arbitration Society's own initiative.
- 14.2 Any challenge against an Arbitrator, whether for an alleged lack of impartiality or independence, or otherwise, shall be made by a Party to Hong Kong Arbitration Society in a written statement specifying the facts and circumstances on which the challenge is based and shall be decided by Hong Kong Arbitration Society.
- 14.3 The Party submitting the written statement pursuant to Article 14.2 of these Rules shall pay a non-refundable fee of HK\$50,000. Where the written statement is submitted by more than one Party, those Parties shall pay the fee in equal shares unless otherwise decided by Hong Kong Arbitration Society or agreed by the Parties. Unless otherwise agreed by

Hong Kong Arbitration Society, that Party has to pay the whole sum of the fee when the written statement is submitted by that Party.

- 14.4 For a challenge to be admissible, it must be submitted by a Party either within 7 days from receipt by that Party of the confirmation of the Arbitrator, or within 7 days from the date when the Party making the challenge was notified of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.
- 14.5 Hong Kong Arbitration Society will, at its sole discretion, decide on the admissibility and/or the merits of a challenge. Hong Kong Arbitration Society may grant a Party's request to remove an Arbitrator from the proceedings if it is reasonable to infer, based on information known at the time of the request, that the Arbitrator is biased, lacks impartiality, or has a direct or indirect interest in the outcome of the Arbitration. The interest or bias must be definite and capable of reasonable demonstration, rather than remote or speculative.
- 14.6 Hong Kong Arbitration Society must first notify the Parties in writing before removing an Arbitrator on its own initiative.

Article 15 – Conduct of Arbitration

- 15.1 Subject to Article 18.1, all evidence or information supplied to the Arbitral Tribunal by one Party shall at the same time be communicated by that Party to the other Parties and Hong Kong Arbitration Society.
- 15.2 The Arbitral Tribunal may appoint a secretary or arbitrator assistant. The secretary or arbitrator

assistant shall remain at all times impartial and independent of the Parties, and shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence prior to his appointment. A secretary or arbitrator assistant, once appointed and throughout the Arbitration, shall disclose to the Parties without delay any such circumstances as soon as they arise, unless the Parties have already been informed by him of those circumstances.

- 15.3 The Arbitral Tribunal and the Parties shall do everything necessary to ensure the fair and efficient conduct of the Arbitration.
- 15.4 In all matters not expressly provided for in these Rules, Hong Kong Arbitration Society, the Arbitral Tribunal and the Parties shall act in accordance with the spirit of these Rules.
- 15.5 The Arbitral Tribunal shall make every reasonable effort to ensure that an Award is valid.
- 15.6 In all cases, the Arbitral Tribunal shall ensure that the Parties are treated impartially and that each Party is given a fair opportunity to present its case, give its reasons and provide evidence.
- 15.7 At any time after the commencement of the Arbitration, the Arbitral Tribunal or Hong Kong Arbitration Society may require written proof of the authority of any representative of the Parties.
- 15.8 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society or the Arbitral Tribunal, no legal costs incurred in, arising out of and/or resulting from the Arbitration shall be recovered by the Parties, and the Arbitral Tribunal shall not decide

under the Award that any of the Party shall be responsible for paying such legal costs. Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society or the Arbitral Tribunal after taking into account the fairness so requires in all the circumstances of the case, no legal representatives are permitted to appear on behalf of either Party at the Hearing of the Arbitration.

Article 16 - Seat of Arbitration

16.1 The Parties may agree on the seat of arbitration. Where there is no agreement as to the seat, the seat of arbitration shall be Hong Kong, unless the Arbitral Tribunal determines that another seat is more appropriate, having regard to the circumstances of the case.

Article 17 - The Arbitration Process

17.1 The Arbitral Tribunal shall conduct and decide the Dispute on the basis of the evidence and information submitted. The Arbitral Tribunal shall be entitled to limit the scope of evidence and information to be submitted by the Parties and shall decide the relevancy of the evidence and information to the points at issue and the outcome of the Arbitration. The Arbitral Tribunal shall be entitled to exclude any evidence and/or information submitted which are not relevant to the points at issue and the outcome of the Arbitration.

17.2 Each Party shall have the burden of proving the facts relied on to support, as the case may be, its Claim or Counterclaim or Response or Response to Counterclaim (if any).

- 17.3 The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence, including whether to apply strict rules of evidence.
- 17.4 At any time during the Arbitration, the Arbitral Tribunal may allow or require a Party to produce evidence or information that the Arbitral Tribunal determines to be relevant to the case and material to its outcome. The Arbitral Tribunal shall have the power to admit or exclude any evidence or information.
- 17.5 The Arbitral Tribunal has the sole discretion to appoint one or more experts. The Parties are to be responsible for paying the fees of the Arbitral Tribunal-appointed expert at the sole discretion of the Arbitral Tribunal. The Arbitral Tribunal may meet privately with any Arbitral Tribunal-appointed expert. Such expert shall report to the Arbitral Tribunal, in writing, on specific issues to be determined by the Arbitral Tribunal. The Parties shall give the expert any relevant information or produce for his inspection any relevant documents, goods, properties or other evidence that he may require of them.
- 17.6 The Arbitral Tribunal may make directions for the translation of oral statements made at a Hearing (if any) and for the record of the Hearing (if any) if it deems that either is necessary in the circumstances of the case.
- 17.7 Hearings (if any) shall be held in private unless otherwise consented to by Hong Kong Arbitration Society and both Parties.
- 17.8 The Arbitral Tribunal may request at his sole discretion, any further information, statements, documents or other evidence from either of the Parties at the Hearing (if any).

17.9 Without prejudice to the above and with regard to the Arbitration, the Arbitral Tribunal shall have the power and/or jurisdiction to:

- (a) grant any relief or remedy;
- (b) conduct such enquiries as may appear to the Arbitral Tribunal to be necessary or expedient;
- (c) order the Parties to make any property or item available for inspection, in their presence, by the Arbitral Tribunal;
- (d) order any Party to produce to the Arbitral Tribunal, and to the other Parties for inspection, and to supply copies of any documents or classes of documents in their possession, custody or power, except where the Party satisfies Hong Kong Arbitration Society that:
 - (i) to provide the information would breach a Court order;
 - (ii) to provide the information would breach a duty of confidentiality to a third party and, despite all reasonable endeavours, the third party's consent to the disclosure of the information has not been obtained;
 - (iii) to provide the information would prejudice an ongoing investigation by the police, the regulators or other law enforcement agencies, and, despite all reasonable endeavours, the consent to the disclosure of the information has not been obtained;
 - (iv) the information does not exist or no longer exists or is not within the Party's reasonable possession or control; or
 - (v) the information is irrelevant to the Dispute.

Notwithstanding the aforesaid, nothing in these Rules shall prejudice any Party's right against

self-incrimination or to legal professional privilege;

- (e) receive and take into account such written or oral evidence as he shall determine to be relevant and shall not be bound by the rules of evidence; and/or
- (f) proceed with the Arbitration and make an Award notwithstanding the failure or refusal of any of the Parties to comply with these Rules or with the Arbitral Tribunal's written orders or written directions, or to exercise its right to present its case.

17.10 At any stage of the Arbitration, where the Arbitral Tribunal is aware and considers that it would be more suitable for the subject matter of the Dispute to be dealt with by a court, the Arbitral Tribunal may terminate the Arbitration.

17.11 The Arbitral Tribunal shall have the power to extend any of the time limits stipulated in these Rules with the consent of Hong Kong Arbitration Society.

17.12 The Arbitral Tribunal shall have the power to allow an additional party to be joined in to the Arbitration provided that, prima facie, the additional party is bound by an arbitration agreement under these Rules giving rise to the Arbitration. If the Dispute involves more than two Parties, Hong Kong Arbitration Society shall have the power to revise these Rules, taking into account the circumstances of the case.

17.13 The Parties may agree on the law governing the substance of the dispute in the Arbitration. Where there is no agreement as to the law governing the substance of the dispute in the Arbitration, the governing law shall be the laws of Hong Kong, unless the Arbitral Tribunal determines that another

governing law is more appropriate, having regard to the circumstances of the case.

- 17.14 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society or the Arbitral Tribunal, the arbitration proceedings shall be conducted in English in the event that English is proposed or used in the Notice of Arbitration and Response and shall be conducted in Chinese in the event that Chinese is proposed or used in the Notice of Arbitration and Response. Hong Kong Arbitration Society shall have the sole and final discretion on the language or languages to be used in the arbitration proceedings.

Article 18 - Communication between the Parties and the Arbitral Tribunal

- 18.1 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society or the Arbitral Tribunal, a Party shall not communicate with the Arbitral Tribunal directly. All communications between any of the Parties and the Arbitral Tribunal must be in writing via Hong Kong Arbitration Society and shall be in the language of the Arbitration. Copies of all communications between the Parties and between a Party and the Arbitral Tribunal must be copied to the other Party via Hong Kong Arbitration Society. Any written communication to the Claimant or the Respondent provided for under the procedure shall be made by the preferred means stated by the Claimant or the Respondent respectively, or in the absence of such specification, by facsimile transmission, with a confirmation of transmission; or by postal or courier service, postage pre-paid and return receipt requested; or electronically via the Internet, provided a record of its transmission is available.

Article 19 – Interim Measures of Protection and Emergency Relief

- 19.1 A Party may apply for urgent interim or conservatory relief (“Emergency Relief”) prior to the constitution of the Arbitral Tribunal pursuant to Schedule 2.
- 19.2 At the request of either Party, the Arbitral Tribunal may order any interim measures as it deems necessary or appropriate.
- 19.3 The Party submitting the request pursuant to Article 19.2 of these Rules shall pay a fee of HK\$50,000. Unless otherwise decided by Hong Kong Arbitration Society, that Party has to pay the whole sum of the fee when the request is submitted by the Party.
- 19.4 An interim measures, whether in the form of an order or award or in any other form, is a temporary measures ordered by the Arbitral Tribunal at any time before it issues the Award by which the dispute is finally decided so that a party may for example and without limitation:
- (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, current or imminent harm or 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.
- 19.5 When deciding a Party's request for an interim measures under Article 19.2, the Arbitral Tribunal shall take into account the circumstances of the case.

Relevant factors may include, but are not limited to:

- (a) harm not adequately reparable by an award of damages is likely to result if the measures is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measures 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.

19.6 The Arbitral Tribunal may modify, suspend or terminate an interim measures it has granted upon application of any party, in exceptional circumstances and/or upon prior notice to the parties on the Arbitral Tribunal's own initiative.

19.7 The Arbitral Tribunal may require the Party requesting an interim measures to provide appropriate security in connection with the measures.

19.8 The Arbitral Tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which an interim measures has been requested or granted.

19.9 The Party requesting an interim measures may be liable for any damages caused by the measures to the other party if the Arbitral Tribunal later determines that, in the circumstances then prevailing, the measures should not have been granted. The Arbitral Tribunal may award such damages at any point in time during the arbitration.

19.10 A request for interim measures made by any Party to a competent authority shall not be deemed incompatible with the arbitration agreement, or as a waiver thereof.

Article 20 - Award

20.1 The Arbitral Tribunal shall, unless otherwise extended by the Arbitral Tribunal with the consent of Hong Kong Arbitration Society or the Parties, render an Award within one month of the date (or last day) of the Hearing (if any) or the date of receipt of the last document or submission, whichever is later.

20.2 Unless otherwise agreed by the Parties, an Award shall be made in writing and shall be final and binding on the Parties and any person claiming through or under any of the Parties. The Parties and any such person shall be deemed to have waived their rights to any form of recourse or defence in respect of enforcement and execution of any Award, insofar as such waiver can validly be made.

20.3 The Parties undertake to comply without delay with any Award or order made by the Arbitral Tribunal.

20.4 An Award shall state the concise reasons upon which it is based (which may be in summary form) unless it is agreed by the Parties or decided by Hong Kong Arbitration Society that no reasons are to be given.

20.5 An Award shall be signed by the Arbitral Tribunal. It shall state the date on which it was made and the seat of arbitration as determined under Article 16. The Award shall be deemed to have been made at the seat of arbitration.

- 20.6 The validity or enforceability of the Award shall not be hindered by any controversy with respect to the Arbitral Tribunal's failure to sign the Award.
- 20.7 The validity or enforceability of the Award shall not be hindered by any controversy with respect to the failure to meet any time limits stipulated in these Rules.
- 20.8 The validity or enforceability of the Award shall not be hindered by non-compliance of these Rules. The Arbitral Tribunal may rectify any non-compliance of these Rules upon request by Hong Kong Arbitration Society or the Parties within 7 days of the receipt of such request.
- 20.9 Subject to any lien, originals of the Award signed by the Arbitral Tribunal and affixed with the seal of Hong Kong Arbitration Society shall be communicated to the Parties and Hong Kong Arbitration Society by the Arbitral Tribunal. Hong Kong Arbitration Society shall be supplied with an original copy of the Award.
- 20.10 An Award is deemed to have been duly served when it has been served on the Parties in accordance with Article 2 of these Rules.
- 20.11 Unless otherwise decided by Hong Kong Arbitration Society or the Arbitral Tribunal, the Award shall be written in English in the event that the arbitration proceedings are conducted in English and shall be written in Chinese in the event that the arbitration proceedings are conducted in Chinese. Hong Kong Arbitration Society shall have the sole and final discretion on the language or languages to be used in the Award.

Article 21 – Settlement or Other Grounds for Termination

- 21.1 If, before an 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 Arbitration, or if requested by both Parties and accepted by the Arbitral Tribunal, record the settlement in the form of an Award on the agreed terms. The Arbitral Tribunal is not obliged to give reasons for such an Award.
- 21.2 If, before an Award is made, the continuation of the Arbitration becomes unnecessary or impossible for any reason not mentioned in Article 21.1, the Arbitral Tribunal shall issue an order for the termination of the Arbitration. The Arbitral Tribunal shall issue such an order unless a Party raises a justifiable objection, having been given a reasonable opportunity to comment upon the proposed course of action.
- 21.3 Copies of the order for termination of the Arbitration or of the Award on the agreed terms signed by the Arbitral Tribunal shall be communicated by the Arbitral Tribunal to the Parties and Hong Kong Arbitration Society. Where an Award on the agreed terms is made, the provisions of Articles 20.2, 20.3, 20.5, 20.6, 20.7, 20.8 and 20.9 shall apply.

Article 22 – Correction of the Award

- 22.1 Within 7 days after receipt of the Award, either Party, by giving notice to the other Party and Hong Kong Arbitration Society, may request the Arbitral Tribunal to correct any errors in computation, any clerical or typographical errors, or any errors of a similar nature in the Award. The other Party may comment on such request within 7 days.

- 22.2 The Arbitral Tribunal shall make any corrections he considers appropriate within one month after receipt of the request but may extend such period of time if necessary.
- 22.3 The Arbitral Tribunal may within one month after the date of the Award make such corrections on his own initiative.
- 22.4 The Arbitral Tribunal has the power to make any further correction to the Award which is necessitated by or consequential on (a) the interpretation of any point or part of the Award under Article 23; or (b) the issue of any additional award under Article 24.
- 22.5 Such corrections shall be in writing, and the provisions of Articles 20.2, 20.3, 20.5, 20.6, 20.7, 20.8 and 20.9 shall apply.

Article 23 – Interpretation of the Award

- 23.1 Within 7 days after receipt of the Award, either Party, by giving notice to the other Party and Hong Kong Arbitration Society, may request the Arbitral Tribunal to give an interpretation of the Award. The other Party may comment on such request within 7 days.
- 23.2 The Arbitral Tribunal shall give an interpretation he considers appropriate within one month after receipt of the request but he may extend such period of time if necessary.
- 23.3 The Arbitral Tribunal has the power to make any further interpretation of the Award which is necessitated by or consequential on:

- (a) the correction of any error in the Award under Article 22; or
- (b) the issuance of any additional award under Article 24.

23.4 Any interpretation made under this Article shall be in writing and shall form part of the Award.

23.5 The provisions of Articles 20.2, 20.3, 20.5, 20.6, 20.7, 20.8 and 20.9 shall apply.

Article 24 - Additional Award

24.1 Within 7 days after receipt of the Award, either Party, by giving notice to the other Party and Hong Kong Arbitration Society, may request the Arbitral Tribunal to make an additional Award in relation to claims presented in the Arbitration but omitted from the Award. The other Party may comment on such request within 7 days.

24.2 If the Arbitral Tribunal considers the request for an additional Award to be justified, it shall make the additional Award within one month after receipt of the request but may extend such period of time if necessary.

24.3 The Arbitral Tribunal has the power to make an additional Award which is necessitated by or consequential on:

- (a) the correction of any error in the Award under Article 22; or
- (b) the interpretation of any point or part of the Award under Article 23.

24.4 When an additional Award is made, the provisions of Articles 20.2, 20.3, 20.5, 20.6, 20.7, 20.8 and 20.9 shall apply.

Article 25 - Disclosure of Third Party Funding of Arbitration

25.1 If a funding agreement in relation to the Arbitration is made, the funded party shall communicate a written notice to all other parties, the Arbitral Tribunal, any Emergency Arbitrator and Hong Kong Arbitration Society of:

- (a) the fact that a funding agreement has been made in relation to the Arbitration; and
- (b) the identity of the third party funder.

25.2 The notice referred to in Article 25.1 must be communicated:

- (a) in respect of a funding agreement made on or before the commencement of the Arbitration, in the application for the appointment of an Emergency Arbitrator, the Notice of Arbitration or the Response (as applicable); or
- (b) in respect of a funding agreement made after the commencement of the Arbitration, as soon as practicable after the funding agreement is made.

25.3 Any funded party shall as soon as practicable disclose any changes to the information referred to in Article 25.1 that occur after the initial disclosure.

Article 26 – Confidentiality

26.1 The Parties and the Arbitral Tribunal agree not to disclose, transmit, introduce or otherwise use any pleadings, submissions, documents, communications, opinions, suggestions, proposals, offers, or admissions, or other information obtained or disclosed relating to the Arbitration under the arbitration agreement(s) and/or an Award or Emergency Decision made in the Arbitration, beyond the Parties to the Arbitration and their representatives, the Arbitral Tribunal, Hong Kong Arbitration Society, and any person necessary to the conduct of the proceedings unless otherwise agreed in writing by the Arbitral Tribunal, Hong Kong Arbitration Society and the Parties to the Arbitration, except:-

- (a) to protect or pursue a legal right or interest of the party or to enforce or challenge the Award or the Emergency Decision in legal proceedings before a court or other authority;
- (b) to any government body, regulatory body, court or tribunal where the party is obliged by law to make the publication, disclosure or communication;
- (c) to a professional or any other adviser of any of the parties, including any actual or potential witness or expert; or
- (d) to a person for the purposes of having, or seeking, third party funding of arbitration.

26.2 The fact that an Arbitration has occurred, is continuing, or has concluded shall not be considered confidential.

26.3 No person shall publish or otherwise make available to the public any Award, the Emergency Decision, decision or ruling even if the same has been edited to delete the identity of the Parties and/or identifiable

details, unless otherwise agreed in writing by the Arbitral Tribunal, Hong Kong Arbitration Society and the Parties to the Arbitration.

Article 27 – Exclusion of Liability

- 27.1 Neither Hong Kong Arbitration Society nor any other body or person specifically designated by it to perform the functions referred to in these Rules, staff members of Hong Kong Arbitration Society, the Arbitral Tribunal, secretary or arbitrator assistant appointed by the Arbitral Tribunal shall be liable for any act or omission in connection with an arbitration conducted under these Rules, save where such act was done or omitted to be done dishonestly.
- 27.2 The Parties jointly and severally release, discharge and indemnify Hong Kong Arbitration Society, its staff members and representatives, the Arbitral Tribunal, secretary or arbitrator assistant appointed by the Arbitral Tribunal in respect of all liability whatsoever, whether involving negligence or not, from any act or omission in connection with or arising out of or relating in any way to any Arbitration conducted under these Rules, save for the consequences of fraud or dishonesty.
- 27.3 After the Award has been made and the time period for correction, interpretation and additional awards referred to in Articles 22 to 24 has lapsed or been exhausted, neither Hong Kong Arbitration Society nor the Arbitral Tribunal, secretary or arbitrator assistant appointed by the Arbitral Tribunal shall be under an obligation to make any statements to any person about any matter concerning the Arbitration, nor shall a Party seek to make any of these persons a witness

in any legal or other proceedings arising out of the Arbitration

Article 28 - Appeal

28.1 Sections 2, 3, 4, 5, 6 and 7 of Schedule 2 to the Arbitration Ordinance (Chapter 609) shall not apply.

28.2 Subject to Articles 3.3 and 28.1, in the event of an appeal against the Award, an application to set aside the Award, an application to challenge the Award or an application to object to the enforcement of the Award in the Arbitration being brought by a Party, that Party agrees that the recoverable legal costs incurred in, arising out of and/or resulting from such an appeal or application shall be limited to HK\$25,000.

Article 29 - Closure of Proceedings

29.1 When it is satisfied that the Parties have had a reasonable opportunity to present their case, the Arbitral Tribunal shall declare the proceedings closed. Thereafter, no further submission or argument may be made, or information or evidence produced, unless the Arbitral Tribunal reopens the proceedings in accordance with Article 29.2.

29.2 The Arbitral Tribunal may, if he considers necessary owing to exceptional circumstances, decide, on his own initiative or upon the application of a Party, to reopen the proceedings at any time before the Award is made.

Article 30 – Arbitration Fees

- 30.1 Unless otherwise agreed by Hong Kong Arbitration Society, the arbitration fees for the Arbitration shall be paid by the Parties to the arbitration service provider approved by Hong Kong Arbitration Society (of which Hong Kong Arbitration Society shall have the sole discretion) according to Schedule 1.
- 30.2 All arbitration fees shall be paid in Hong Kong dollars, and subject to Articles 30.4 and 30.5, are not refundable after payments are made to Hong Kong Arbitration Society.
- 30.3 Unless otherwise agreed by Hong Kong Arbitration Society, the Claimant has to pay the whole sum of the arbitration fees when the Notice of Arbitration is filed by the Claimant, the Respondent has to pay the whole sum of the arbitration fees (including the additional arbitration fees resulting from the Counterclaim, if any) when the Response is filed by the Respondent, and the Claimant has to pay the whole sum of the additional arbitration fees resulting from the Counterclaim (if any) when the Response to Counterclaim is filed by the Claimant. If the Claimant fails to pay the whole sum of the arbitration fees, the claim under the Arbitration shall be deemed not to have commenced without prejudice to the Claimant's right to submit the same claim on a later date in a subsequent Notice of Arbitration. If the Respondent fails to pay the whole sum of the arbitration fees (including the additional arbitration fees resulting from the Counterclaim, if any), the counterclaim under the Arbitration shall be deemed not to have commenced without prejudice to the Respondent's right to submit the same claim on a later date in a subsequent Notice of Arbitration.
- 30.4 The Arbitral Tribunal shall at his sole discretion decide

under the Award which Party is to be responsible for paying the arbitration fees (including the fees paid pursuant to Article 19.3 and Paragraph 6 of Schedule 2 to these Rules) and the amount responsible by that Party to be paid. The Arbitral Tribunal may apportion all or part of the arbitration fees between the Parties if it determines that apportionment is reasonable, taking into account the circumstances of the case. The Arbitral Tribunal may take into account any third party funding arrangement in determining all or part of the arbitration fees. The Party whom the Arbitral Tribunal decides is not responsible for paying the arbitration fees will be refunded the arbitration fees paid by that Party which will be released within 14 days after the Award is made, provided that both Parties have paid up the whole sum of the arbitration fees.

- 30.5 Unless otherwise decided by Hong Kong Arbitration Society, in the event that the Parties agree on a settlement of the Dispute without requesting the Arbitral Tribunal to record the settlement terms in the form of an Award on agreed terms within 14 days after the Notice of Arbitration is filed by the Claimant and before the Response is filed by the Respondent, the Claimant will be refunded the arbitration fees paid by the Claimant. Unless otherwise decided by Hong Kong Arbitration Society, in the event that the Parties agree on a settlement of the Dispute after 14 days of the filing of the Notice of Arbitration by the Claimant or after the filing of the Response by the Respondent, the arbitration fees for the Arbitration shall be payable and the Parties shall come to an agreement as to which Party is to be responsible for paying the arbitration fees and the amount to be paid responsible by that Party, and another Party who, as agreed, is not responsible for paying the arbitration fees will be refunded the arbitration fees paid by that Party provided that both Parties have paid up the whole sum

of the arbitration fees.

- 30.6 Hong Kong Arbitration Society shall decide and may provide the venue for conducting the Hearing (if any). The Parties may have to bear the cost of the venue for conducting the Hearing (if any) if the rooms at Hong Kong Arbitration Society are fully occupied or otherwise unavailable.
- 30.7 Claims and counterclaims are aggregated for the determination of the amount in dispute. An interest claim shall not be taken into account in the calculation of the amount in dispute. However, when the interest claim exceeds the amount claimed in principal, the interest claim alone shall be considered in calculating the amount in dispute.
- 30.8 In the event that the Dispute involves more than two Parties or the claim or relief or remedy or amount in dispute is unliquidated, the arbitration fees shall be decided by Hong Kong Arbitration Society, taking into account the circumstances of the case.
- 30.9 In the event that the length of the Hearing is varied to more than one day or the number of arbitrator is varied to more than one, the arbitration fees shall be decided by Hong Kong Arbitration Society, taking into account the circumstances of the case.
- 30.10 In the event that according to Article 10.1, the Parties agree or Hong Kong Arbitration Society decides that a Hearing shall be conducted where the amount in dispute is at or under HK\$250,000, the provisions of Articles 10.6 - 10.10 shall apply and additional arbitration fees in the amount of HK\$25,000 shall be payable by the Parties. Unless otherwise decided by Hong Kong Arbitration Society, the Parties have to pay the whole sum of the additional arbitration fees 7 days

before the Hearing.

30.11 Amounts in currencies other than Hong Kong Dollars shall be converted into Hong Kong Dollars at the rate of exchange published by HSBC Bank on the date when the relevant Notice of Arbitration is submitted or at the time when any new claim or counterclaim is filed (as the case may be).

30.12 Hong Kong Arbitration Society shall review the fee structure regularly and shall have the power to make any changes to the fee structure.

Article 31 – Issues not covered by these Rules

31.1 For matters which are not covered by these Rules, the Arbitral Tribunal may adopt such measures as he deems appropriate and/or consistent with the need for a speedy and efficient resolution of the Dispute.

Article 32 – Waiver

32.1 A Party who knows or ought to reasonably know that any provision of or requirement under these Rules (including the arbitration agreement(s)) has not been complied with and yet proceeds with the Arbitration without promptly stating its objection to such non-compliance shall be deemed to have waived its right to so object.

English is the original drafting language of these Rules. In the event of any discrepancy or inconsistency between the English version and the Chinese version, the English version shall prevail.

SCHEDULE 1

1. For an amount in dispute at or below HK\$80,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$9,000 (to be paid by the Parties to the Dispute pursuant to Article 30).
2. For an amount in dispute at or between HK\$80,001 and HK\$250,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$25,000 (to be paid by the Parties to the Dispute pursuant to Article 30).
3. For an amount in dispute at or between HK\$250,001 and HK\$500,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$50,000 (to be paid by the Parties to the Dispute pursuant to Article 30).
4. For an amount in dispute at or between HK\$500,001 and HK\$1,000,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$80,000 (to be paid by the Parties to the Dispute pursuant to Article 30).
5. For an amount in dispute at or between HK\$1,000,001 and HK\$5,000,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$120,000 (to be paid by the Parties to the Dispute pursuant to Article 30).
6. For an amount in dispute at or between HK\$5,000,001 and HK\$20,000,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$240,000 (to be paid by the Parties to the Dispute pursuant to Article 30).
7. For an amount in dispute of over HK\$20,000,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$480,000 (to be paid by the Parties to the Dispute pursuant to Article 30).

SCHEDULE 2

1. A party requiring Emergency Relief may submit an application ("the Application") for the appointment of an Emergency Arbitrator to Hong Kong Arbitration Society (a) before, (b) concurrent with, or (c) following the filing of a Notice of Arbitration, but prior to the constitution of the Arbitral Tribunal.

2. The Application shall be submitted in accordance with any of the means specified in Articles 2.1 and 2.2 of these Rules. The Application shall include the following information:
 - (a) the names, addresses, telephone numbers and email addresses of the Parties to the Application;
 - (b) a description of the circumstances giving rise to the Application and of the underlying dispute referred to arbitration;
 - (c) a statement of the Emergency Relief sought;
 - (d) the reasons why the Applicant needs the Emergency Relief on an urgent basis and/or why the Applicant cannot await the constitution of an Arbitral Tribunal;
 - (e) the reasons why the Applicant should be entitled to such Emergency Relief;
 - (f) any relevant agreement and, in particular, the arbitration agreement;
 - (g) the existence of any funding agreement and the identity of any third party funder pursuant to Article 25; and
 - (h) confirmation that copies of the Application and any supporting materials included with it have been or are being communicated simultaneously to all other Parties to the Arbitration by one or more means of service as identified in such confirmation.

3. The Application shall be filed by the Applicant in a number of copies sufficient to provide one copy each for the Emergency Arbitrator and for Hong Kong Arbitration Society and shall be sent by the Applicant to all other Parties.
4. The Application may contain such other evidence or information as the Applicant considers appropriate or as may contribute to the efficient examination of the Application.
5. If Hong Kong Arbitration Society determines that it should accept the Application, Hong Kong Arbitration Society shall seek to appoint an Emergency Arbitrator within 24 hours after receipt of the Application.
6. The Applicant shall pay a fee of HK\$50,000 for requiring Emergency Relief. Unless otherwise agreed by Hong Kong Arbitration Society, the Applicant has to pay the whole sum of the fee when the Application is submitted.
7. Once the Emergency Arbitrator has been appointed, Hong Kong Arbitration Society shall communicate the appointment to the Parties to the Application and the Emergency Arbitrator. Article 18 of these Rules shall apply to the Application.
8. Articles 12 and 13 of these Rules shall apply to the Emergency Arbitrator, except that the time limits set out in Article 13.3 are shortened to 3 days.
9. Where an Emergency Arbitrator dies, has been successfully challenged, has been otherwise removed from the proceedings, or has resigned, Hong Kong Arbitration Society shall seek to appoint a substitute Emergency Arbitrator within 24 hours. If an Emergency Arbitrator withdraws or a Party agrees to

terminate an Emergency Arbitrator's appointment, no acceptance of the validity of any ground referred to in Article 13.2 of the Rules shall be implied. If the Emergency Arbitrator is replaced, the Emergency Relief proceedings shall resume at the stage where the Emergency Arbitrator was replaced or ceased to perform his duties, unless the substitute Emergency Arbitrator decides otherwise.

10. If the Parties have agreed on the seat of arbitration, such seat shall be the seat of the Emergency Relief proceedings. Where there is no agreement as to the seat, the seat of the Emergency Relief proceedings shall be Hong Kong, unless the Emergency Arbitrator determines that another seat is more appropriate, having regard to the circumstances of the case.
11. Taking into account the urgency inherent in the Emergency Relief proceedings and ensuring that each party has a reasonable opportunity to be heard on the Application, the Emergency Arbitrator may conduct such proceedings in such a manner as the Emergency Arbitrator considers appropriate. The Emergency Arbitrator shall have the power to rule on objections that the Emergency Arbitrator has no jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration clause or of the separate arbitration agreement, and shall also have the power to resolve any disputes over the applicability of this Schedule.
12. Articles 19.2, 19.4 to 19.9 shall apply, *mutatis mutandis*, to any Emergency Relief granted by the Emergency Arbitrator.
13. Any decision, order or award of the Emergency Arbitrator on the Application ("the Emergency Decision") shall be made within 14 days from the date

on which the Emergency Arbitrator has been appointed unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society.

14. The Emergency Decision may be made even if the Arbitral Tribunal is constituted after the Application is submitted.
15. Any Emergency Decision shall:
 - (a) be made in writing;
 - (b) state the date when it was made and reasons upon which the Emergency Decision is based, which may be in summary form (including a determination on whether the Emergency Arbitrator has jurisdiction to grant the Emergency Relief);
 - (c) be written in English unless otherwise decided by Hong Kong Arbitration Society or the Arbitral Tribunal (Hong Kong Arbitration Society shall have the sole and final discretion on the language or languages to be used in the Award); and
 - (d) be signed by the Emergency Arbitrator.
16. Any Emergency Decision may apportion the fees of the Emergency Relief proceedings, subject to Article 15.8 of these Rules and the power of the Arbitral Tribunal to apportion finally such fees in accordance with Article 30.4 of these Rules.
17. Any Emergency Decision shall have the same effect as an interim measures granted pursuant to Article 19 of these Rules and shall be binding on the Parties when rendered.
18. Any Emergency Decision ceases to be binding:

- (a) if the Emergency Arbitrator or the Arbitral Tribunal so decides;
 - (b) upon the Arbitral Tribunal rendering a final award, unless the Arbitral Tribunal expressly decides otherwise;
 - (c) upon the termination of the Arbitration before the rendering of a final award; or
 - (d) if the Arbitral Tribunal is not constituted within 90 days from the date of the Emergency Decision unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society.
19. Subject to paragraph 14 of this Schedule, the Emergency Arbitrator shall have no further power to act once the Arbitral Tribunal is constituted.
20. The proceedings under the Application is not intended to prevent any party from seeking urgent interim or conservatory measures from a competent authority at any time.
21. The Emergency Arbitrator may not act as an Arbitrator in any Arbitration relating to the dispute that gave rise to the Application and in respect of which the Emergency Arbitrator has acted, unless otherwise agreed by the Parties to the Arbitration.
22. The proceedings under the Application shall be terminated if a Notice of Arbitration has not been submitted by the Applicant to Hong Kong Arbitration Society within 7 days of Hong Kong Arbitration Society's receipt of the Application, unless the Emergency Arbitrator extends this time limit.
23. Where the proceedings under the Application is terminated without an Emergency Decision, the Emergency Arbitrator may apportion the fees of the proceedings under the Application, subject to Article

15.8 of these Rules and the power of the Arbitral Tribunal to apportion finally such fees in accordance with Article 30.4 of these Rules.

引言

本規則已為香港仲裁公會採納，供尋求機構仲裁的規範性和便利性的當事人使用。

適用

本規則可在仲裁條款中或爭議發生之前或之後訂立的書面仲裁協議中約定適用。關於本規則的適用範圍，請參閱本規則第 1 條。

生效

依本規則第 1 條的規定，本規則自 2021 年 1 月 1 日起生效。

示範條款

1. 希望依本規則仲裁解決未來爭議的當事人，可在合同中採納仲裁條款如下：

“凡因本合同所引起的或與之相關的任何爭議或意見分歧，均應提交香港仲裁公會進行機構仲裁，並按其現行有效的香港仲裁公會規則最終解決。”

2. 若爭議已發生，而當事人之間的協議並沒有仲裁條款，且當事人亦未事先訂立仲裁協議，當事人並希望依香港仲裁公會規則通過仲裁解決爭議，可約定如下：

“以下簽字各方，同意將因（簡單描述已出現或可能引起的爭議、糾紛、分歧或索賠的合同）引起的或與之相關的任何爭議、糾紛、分歧或索賠（包括任何有關非合同性義務的爭議），提交香港仲裁公會按照香港仲裁公會規則進行機構仲裁。

本仲裁條款適用的法律為香港法。仲裁地應為香港。仲裁為國際性仲裁，而仲裁協議的標的與一個以上的國家有關。仲裁程序應以中文進行，裁決應以中文草擬。

簽字: _____ (第一當事人)

簽字: _____ (第二當事人)

日期: _____”

第 1 條 — 適用範圍

- 1.1 本規則適用於以下由各方當事人訂立的仲裁協定（無論在爭議發生之前或之後簽訂）：(a) 規定適用本規則的仲裁協定；或(b) 以下述第 1.2 和 1.3 條為前提，規定“由香港仲裁公會管理”，或包含意思相似的表述的仲裁協議。
- 1.2 本規則的任何條款並不妨礙爭議或仲裁協議的當事人只選擇香港仲裁公會為指定機構，或請求香港仲裁公會提供某些管理或行政服務，而不選擇採用本規則。為免生疑問，本規則不適用於在有關仲裁協議中已規定採用其他規則的仲裁，包括由香港仲裁公會不時採納的其他規則。
- 1.3 仲裁協議應當採取書面形式訂立。書面形式包括但不限於紙質合同、電子合同、信件、電報、電傳、傳真、電子數據交換和電子郵件等可以有形地表現其所載內容的形式。
- 1.4 如各方當事人約定按照本規則進行仲裁，但並未約定仲裁機構的，他們將被視為同意將爭議提交香港仲裁公會作出仲裁。
- 1.5 本規則於 2020 年 1 月 1 日起生效。除非當事人另有約定，本規則適用於符合第 1.1 條的規定且在此日期或其後提交有關仲裁通知的所有仲裁。

第 2 條 — 通知和期限的計算

2.1 在下述情況下，依據本規則發出的任何通知或其他書面通訊或仲裁文書（包括但不限於仲裁通知書、回應書、反申索的回應書），須被視為已送達當事人、仲裁庭或香港仲裁公會：

- (a) 由專人、郵寄或快遞送交至：
 - (i) 在仲裁中以書面告知的收件人或其代表的地址；或
 - (ii) 若沒有(i)項所述，相關當事人之間適用的任何協議中列明的地址；或
 - (iii) 若沒有(i)和(ii)項所述，在送交時收件人對外使用的任何地址；或
 - (iv) 若沒有(i)、(ii)和(iii)項所述，收件人最後為人所知的任何地址；或
- (b) 通過傳真、電子郵件、電子數據交換、互聯網方式或其他能提供傳送記錄（包括傳送日期及時間）的電訊通訊方式，傳送至：
 - (i) 在仲裁中以書面告知的收件人或其代表的傳真號碼、電話號碼或電郵地址（或等同的聯繫方式）；或
 - (ii) 若沒有(i)項所述，相關當事人之間適用的任何協議中列明的傳真號碼、電話號碼或電郵地址（或等同的聯繫方式）；或
 - (iii) 若沒有(i)和(ii)項所述，在傳送時收件人對外使用的任何傳真號碼、電話號碼或電郵地址（或等同的聯繫方式）。

2.2 任何前款所述通知或書面通訊應被視為在按上述(a)條送交或按上述(b)條傳送之日（以最早者為準）收

到。為此，收件日期應按收件地的當地時間確定。若通知或書面通訊是向多於一個當事人或多於一位仲裁員送交或傳送，則應被視為在按上述(a) 條送交或按上述(b) 條傳送至最後一名收件人時收到。

- 2.3 本規則中的期限，應自收到或視為收到通知、通告、通訊或建議之日的次日起算。若期限的最後一日是收件地的法定假期或非營業日，則應順延至其後的第一個營業日。任何期限內的法定假日或非營業日均應計算在期限內。

第 3 條 — 規則的解釋

- 3.1 香港仲裁公會有權解釋本規則的所有規定和決定本規則所有條文的適用範圍。仲裁庭應就涉及本規則下仲裁庭的權力和職責的規定，予以解釋和決定本規則所有條文的適用範圍。該等解釋為最終決定，對當事人都具有約束力。如仲裁庭的解釋與香港仲裁公會的解釋不一致，應以香港仲裁公會的解釋為準。
- 3.2 香港仲裁公會和仲裁庭有權根據本規則作出決定。如仲裁庭的決定與香港仲裁公會的決定不一致，應以香港仲裁公會的決定為準。
- 3.3 香港仲裁公會和仲裁庭就按本規則進行的仲裁作出任何決定時沒有義務說明理由。香港仲裁公會和仲裁庭依本規則作出的任何決定都是終局的，且在任何適用法律允許的範圍內不得上訴。

- 3.4 本規則包括附於其後的所有香港仲裁公會不時修訂的、在仲裁通知提交日有效的附表。
- 3.5 香港仲裁公會可不時發佈實務指引，以補充、規範和施行本規則，促進對依本規則進行的仲裁的管理。本規則原以英文草擬。如中、英兩個版本不符或不一致，以英文本為準。

第 4 條 一定義

- 4.1 “仲裁” 指按照香港仲裁公會規則進行的仲裁程序；
- 4.2 “仲裁庭” 指由獲香港仲裁公會委任為仲裁員的人士構成的裁判庭；
- 4.3 “裁決” 指仲裁庭所作的裁決，裁決為最終決定，對申請人及答辯人都具有約束力；
- 4.4 “核證聲明” 指由當事人核證的聲明，格式為“本人核證本陳述書所載詳情均屬真實及準確”；
- 4.5 “申索” 指針對答辯人提出的申索；
- 4.6 “申請人” 指正在向或已向香港仲裁公會遞交仲裁通知書的人士；
- 4.7 “反申索” 指由答辯人向申請人提出的申索
- 4.8 “法院” 指香港特別行政區的法院；

- 4.9 “聆訊” 指仲裁程序中，由仲裁庭訂定日子的仲裁聆訊；
- 4.10 “香港” 指香港特別行政區；
- 4.11 “仲裁員名單” 指香港仲裁公會的仲裁員名單；
- 4.12 “仲裁通知書” 指由申請人向香港仲裁公會及答辯人提交要求展開仲裁程序的書面通知；
- 4.13 “回應書” 指由答辯人向香港仲裁公會及申請人就仲裁通知書提交的書面回應；
- 4.14 “反申索的回應書” 指由申請人向香港仲裁公會及答辯人就反申索提交的書面回應；
- 4.15 “當事人” 指申請人及相對應的答辯人；
- 4.16 “規則” 指本規則載列的條款及/ 或條件；
- 4.17 “書面” 指有形地表現其所載內容的形式，包括但不限於紙質形式、電子形式、信件、電報、電傳、傳真、電子數據交換和電子郵件等。
- 4.18 在文意許可的情況下，凡提述男性時，在意義上也包括女性，反之亦然。此外，在文意許可的情況下，凡提述單數時，在意義上也包括複數，反之亦然。
- 4.19 本規則中的“仲裁地”指 1985 年 6 月 21 日通過並於 2006 年 7 月 7 日修訂的《聯合國國際貿易法委員會國際商事仲裁示範法》第 20.1 條所指的仲裁地。

第 5 條 — 仲裁通知書

5.1 在申請人以書面形式向香港仲裁公會發出仲裁通知書，並夾附所有相關的證明文件副本後，仲裁即可以展開。申請人提交仲裁通知書時，須備足夠副本，使仲裁庭及香港仲裁公會都各有一份。申請人並需自行向答辯人送交仲裁通知書。

5.2 仲裁通知書須列明以下事項：

- (a) 把爭議提交仲裁的要求；
- (b) 當事人的姓名/ 名稱、地址、電話號碼及電郵地址；
- (c) 指明所援引的仲裁協議 (如適用)；
- (d) 由申請人簽署並夾附核證聲明支持所申索的事實陳述書；
- (e) 爭論點；
- (f) 支持申索的法律論點；
- (g) 申請人所倚賴與爭論點及仲裁結果直接有關的文件的副本；
- (h) 所尋求的濟助或補救；
- (i) 根據第 25 條的規定，披露是否存在資助協議和任何第三方出資者的身份；
- (j) 對委任仲裁員及仲裁所用語言的建議 (視情況而定)；及
- (k) 確認仲裁通知書及其夾附的輔助材料的複本已經或正在按照所注明的一種或幾種送達方式同時向答辯人傳送。

5.3 仲裁員的委任不會因任何有關仲裁通知書有欠完備的爭議而受到妨礙；有關爭議須由仲裁庭作最終決定。申請人須於收到香港仲裁公會要求糾正仲裁通知書裡

任何不妥善之處後的 7 天內，糾正該等不妥善之處。

- 5.4 除非香港仲裁公會另有決定，仲裁程序於香港仲裁公會接獲仲裁通知書當日應被視為展開。

第 6 條 — 回應書

- 6.1 除非香港仲裁公會另有決定，否則答辯人須在仲裁通知書送達後或根據第 5.3 條規定作糾正後的 14 天內(兩者以日期較後者為準)，把回應書連同所有有別於申請人所提供而又擬用作佐證的文件的副本送交香港仲裁公會和申請人。向香港仲裁公會送交回應書時，須備足夠副本，以使仲裁庭和香港仲裁公會都各有一份。答辯人並需自行向申請人送交回應書。

- 6.2 回應書須列明以下事項：

- (a) 答辯人的姓名/ 名稱、地址、電話號碼及電郵地址；
- (b) 任何就仲裁通知書作出的回應答辯；
- (c) 由答辯人簽署並夾附核證聲明支持所答辯的事實陳述書；
- (d) 爭論點；
- (e) 支持回應書的法律論點；
- (f) 任何反申索、連同反申索陳述書指出支持該反申索的事實、爭論點，以及支持該反申索的法律論點及所尋求的濟助或補救；
- (g) 有別於申請人所提供而答辯人將作倚賴、亦與爭論點及仲裁結果直接有關的文件的副本；
- (h) 根據第 25 條規定，披露是否存在資助協議和

任何第三方出資者的身份；

- (i) 對委任仲裁員及仲裁所用語言的建議 (視情況而定)；及
- (j) 確認對回應書及其所附的輔助材料的複本已經或正在按照所注明的一種或幾種送達方式同時向仲裁所有其他當事人傳送。

6.3 香港仲裁公會在接獲當事人的仲裁通知書及有關回應書時，將根據第 12 條規定委任一名仲裁員。該名仲裁員須解決任何關於仲裁時所用語言及/ 或回應書有欠完備及/ 或不足之處所引起的任何糾紛或爭議(如有的話)。

6.4 仲裁員的委任不會因任何有關答辯人未能就仲裁通知書提交回應書的爭議，或所提交的回應書有欠完備或遲交而受到妨礙；有關爭議須由仲裁庭作最終決定。答辯人須於收到香港仲裁公會要求糾正回應書中的任何不妥善之處後的 7 天內，糾正該等不妥善之處。

6.5 如果答辯人在沒有充份理由的情況下，在仲裁通知書送達後 14 天內未能向香港仲裁公會提交回應書，香港仲裁公會仍可進行仲裁，按照已收到的資料和證據去處理案件，並在不進行聆訊的情況下作出裁決(除非香港仲裁公會認為有需要進行聆訊)。

第 7 條 — 反申索回應書

7.1 除非香港仲裁公會或仲裁庭另有決定或各方當時人同意，否則申請人須在回應書送達後或根據第 6.4 條規定作糾正後的 7 天內(兩者以日期較後者為準)，把

反申索回應書連同所有有別於仲裁通知書及回應書所提供而又申請人擬作倚賴的文件的副本送交香港仲裁公會和答辯人。向香港仲裁公會送交反申索回應書時，須備足夠副本，以使仲裁庭和香港仲裁公會都各有一份。申請人並需自行向答辯人送交反申索回應書。

7.2 反申索回應書須列明以下事項：

- (a) 任何就回應書的反申索所載資料而作出的回應；
- (b) 由申請人簽署並夾附核證聲明支持對反申索作答辯的事實陳述書；
- (c) 爭論點；
- (d) 支持反申索回應書的法律論點；
- (e) 有別於仲裁通知書和回應書而申請人將作倚賴、亦與爭論點及仲裁結果直接有關的文件的副本；及
- (f) 確認對反申索回應書及其所附的輔助材料的複本已經或正在依注明的一種或幾種方式同時向仲裁所有其他當事人傳送。

7.3 如果申請人在沒有充份理由的情況下，在回應書送達後的 7 天內未能向香港仲裁公會提交反申索回應書，香港仲裁公會仍可進行仲裁，按照已收到的資料和證據及仲裁庭要求的額外資料和證據去處理有關反申索，並在不進行聆訊的情況下就有關反申索作出裁決(除非仲裁庭認為有需要進行聆訊)。申請人需自行向答辯人送交反申索回應書。

第 8 條 — 要求提交證據和資料

- 8.1 各方當事人都可要求另一方當事人提交證據和資料。除非香港仲裁公會或仲裁庭另有決定，否則所有提交證據和資料的要求，必須在回應書送達之日起計 7 天內，送達香港仲裁公會和另一方當事人。向香港仲裁公會送交要求時，須備足夠副本，以使仲裁庭和香港仲裁公會都各有一份。各方當事人需自行向另一方當事人送達要求。
- 8.2 仲裁庭可以在進行初步審查時考慮要求各方當事人提交證據和資料。以第 17.4 和 17.8 條為限，除非仲裁庭另有決定，否則，除當仲裁通知書、回應書或反申索回應書(如有)已送達，或初步審查(如有)所要求時下(如有)已由各方當事人提交的證據或資料外，各方當事人不得提交任何其他證據或資料。

第 9 條 — 初步審查

- 9.1 若仲裁庭認為有需要進行初步審查，除非香港仲裁公會或仲裁庭另有決定，仲裁庭須在回應書送達之日起計 14 天內或反申索的回應書送達之日起計 7 天內或作出提交證據和資料的要求之日起計 7 天內（視情況而定），進行初步審查，要求各方當事人向仲裁庭及另一方當事人提交仲裁庭認為會幫助他作出裁決的進一步證據和資料。除非仲裁庭認為有需要進行初步審查會議，否則初步審查將不會以會議形式進行。若仲裁庭認為有需要進行初步審查會議，仲裁庭有絕對酌情權決定初步審查會議是否以親身出席、視像會議、電話、網上或其他電子或電腦通訊的方式進行。仲裁庭有權在初步審查會議（如

有) 以書面、錄音及/ 或錄像作出記錄。

- 9.2 除非仲裁庭另有決定或各方當事人同意，否則各方當事人必須在收到初步審查的要求之日起計 14 天內，向另一方當事人和香港仲裁公會提供初步審查所要求的由當事人簽署並夾附核證聲明的資料陳述書及文件的副本。向香港仲裁公會送交資料陳述書及文件時，須備足夠副本，以使仲裁庭和香港仲裁公會都各有一份。各方當事人並需自行向另一方當事人送交資料陳述書及文件。

第 10 條 — 聆訊

- 10.1 若爭議金額為港幣\$250,000 或以下，除非當事人另有同意或香港仲裁公會或仲裁庭另有決定，仲裁將會以只審理文件的方式進行，並不會進行聆訊，而本規則第 10.6 - 10.10 條則不適用。
- 10.2 若爭議金額超過港幣\$250,000，除非仲裁庭另有決定，否則仲裁庭須訂定聆訊日期，並在進行初步審查之日起計 1 個月內進行聆訊。
- 10.3 即使任何一方當事人未能或拒絕遵守本規則或仲裁庭的書面命令或書面指示，仲裁庭仍可進行聆訊。此權力對單方之聆訊亦有效。
- 10.4 如果按本規則被妥為通知後，其中一方當事人在沒有充份理由的情況下未能按本規則(包括當仲裁庭作出指示)闡述案情或出席聆訊，仲裁庭有權按照已提交的證據和資料去處理案件，並在沒有進行聆訊的情況下作出裁決。

- 10.5 當事人的陳詞（如有）必須在初步審查所要求提供的資料陳述提交之日起計的 7 日內送交另一方當事人和香港仲裁公會。向香港仲裁公會送交陳詞時，須備足夠副本，以使仲裁庭和香港仲裁公會都各有一份。各方當事人並需自行向另一方當事人送交陳詞。
- 10.6 除非仲裁庭另有決定，否則當事人必須親身出席聆訊。但仲裁庭有絕對酌情權決定聆訊是否應以視像會議、電話、網上或其他電子或電腦通訊方式、或以只審理文件的方式進行。
- 10.7 除非各方當事人另有同意或香港仲裁公會或仲裁庭另有決定，否則聆訊的時間為一天，聆訊並將於聆訊當日的上午 10 時至下午 1 時及下午 2 時至下午 5 時期間進行。
- 10.8 仲裁庭有權以書面、錄音及/或錄像為聆訊作記錄。
- 10.9 除非仲裁庭另有決定，否則聆訊次序如下：
- (a) 申請人作出不多於 1 個小時的陳詞；
 - (b) 及後答辯人作出不多於 1 個小時的陳詞；
 - (c) 及後仲裁庭向當事人作出不多於 3 個小時的查問。仲裁庭可行使絕對酌情權，決定向各方查究所需的時間。
 - (d) 及後答辯人作出不多於 30 分鐘的答覆；
 - (e) 及後申請人作出不多於 30 分鐘答覆。
- 10.10 除非仲裁庭另有決定，當事人應根據第 10.9 條規定的聆訊次序輪流作出陳詞。當一方當事人作出陳詞，

另一方當事人不得作出打擾。

第 11 條 — 仲裁協議及管轄權

- 11.1 各方當事人可以對仲裁協議是否存在或其效力，或香港仲裁公會的管轄權提出反對。當事人應當在仲裁通知書送達後 14 天內提出上述反對。另一方當事人可以在收到上述反對之日起計 7 天內就上述反對提出回應。
- 11.2 依本規則第 11.1 條提交反對的一方當事人應繳付不予退還的港幣\$50,000 元費用。如提出反對的當事人多於一人，除非各方當事人另有同意或香港仲裁公會另有決定，否則應由他們平均分擔費用。除非香港仲裁公會另有同意，否則當事人必須在遞交反對的同時支付費用的全數。
- 11.3 香港仲裁公會有權決定包含仲裁條款的合同是否存在或是否有效，或香港仲裁公會是否具有管轄權。就本規則第 11 條而言，合同中約定依本規則作仲裁的仲裁條款，應被視為獨立於合同的其他條款。香港仲裁公會認定合同無效的裁決，並不必然導致仲裁條款無效。
- 11.4 香港仲裁公會可以直接作出仲裁協議是否存在或有效，或香港仲裁公會是否具有管轄權的決定，也可以授權仲裁庭作出上述決定。
- 11.5 在就仲裁協議的存在及其效力及/ 或就香港仲裁公會的管轄權作出的反對作決定前，仲裁程序可以繼續進行。

- 11.6 香港仲裁公會在就仲裁協議的存在及其效力和就香港仲裁公會的管轄權作出的反對而作的決定，對當事人的申訴的可採納性或其可取之處均無影響。

第 12 條 — 委任仲裁員

- 12.1 申請人及答辯人可協議從仲裁員名單中委任仲裁員。如當事人未能在回應書送達後的 3 天內就委任仲裁員達成協議或答辯人在沒有充份理由的情況下未能向香港仲裁公會提交回應書，香港仲裁公會將有絕對酌情權去委任仲裁員，並向各方當事人發書面通知確認有關的委任。
- 12.2 香港仲裁公會發出書面確認後，仲裁員的委任便即告生效。
- 12.3 除非各方當事人同意或香港仲裁公會另有決定，仲裁員人數為一名。

第 13 條 — 仲裁員須披露的事宜

- 13.1 根據本規則獲委任的仲裁員，在仲裁中執行職務時必須於任何時間是及保持持平及獨立。
- 13.2 香港仲裁公會在委任仲裁員之前，會把爭議性質及當事人的身分通知準仲裁員。每名準仲裁員都必須盡合理的努力了解及向香港仲裁公會披露是否有任何情況可能妨礙他在仲裁程序中作出客觀公正的決定。有關情況包括：

- (a) 仲裁結果涉及任何直接或間接的財政或個人利益；
- (b) 準仲裁員與任何一方當事人或與他所知悉可能在仲裁程序中作為證人及/或專家之間，於現時或過往在財政、業務、專業、親屬、社交或其他方面的關係或情況，可能會令準仲裁員難以公正持平地進行仲裁，或有合理可能造成看來不公正或存有偏見的情況；或
- (c) 任何涉及準仲裁員的家屬或他現時的僱主、合伙人或在業務上有聯繫的人的關係或情況。

13.3 本規則第 13.2 條訂明，仲裁員必須披露可能妨礙他作出客觀公平的決定的利益、關係或情況的責任是一項須持續履行的責任，仲裁員一旦接受委任進行仲裁程序，則不論在有關程序的任何階段，當任何該等利益、關係或情況已產生、被記起或獲得知，他都必須予以披露。

13.4 香港仲裁公會會把準仲裁員及/或仲裁員根據本規則第 13.2 及 13.3 條向香港仲裁公會披露的資料通知當事人，除非準仲裁員拒絕接受委任，或仲裁員在知悉有任何可能妨礙他在仲裁程序中作出客觀公平的決定的利益、關係或情況後，即自願退出仲裁程序，又或香港仲裁公會把仲裁員從仲裁程序中撤換，則作別論。

13.5 在不違反本規則第 13.2 及 13.3 條規定的情況下，仲裁員須以書面確認，就他獲委任為處理爭議的仲裁員一事上，並沒有任何利益衝突。

第 14 條 — 香港仲裁公會對仲裁員的質疑及撤換

- 14.1 香港仲裁公會可因仲裁員涉及利益衝突或存有偏見，應當事人的要求或主動從仲裁程序中撤換仲裁員。
- 14.2 如對仲裁員有任何質疑，不論是聲稱仲裁員難以公正持平、並非獨立或其他原因，都必須向香港仲裁公會書面陳述有關質疑的具體事實及情況。香港仲裁公會將就此作出判斷。
- 14.3 依本規則第 14.2 條提交書面陳述的一方當事人應繳付不予退還的港幣\$50,000 元費用。如提出書面陳述的當事人多於一人，除非各方當事人另有同意或香港仲裁公會另有決定，否則應由他們平均分擔費用。除非香港仲裁公會另有同意，否則當事人必須在遞交書面陳述的同時支付費用的全數。
- 14.4 要令質疑被接納，質疑仲裁員的一方，必須在收到確認仲裁員的通知後的 7 日內，或在其獲悉或理應獲悉引起質疑的情況後的 7 日內，向香港仲裁公會提交質疑通知。
- 14.4 香港仲裁公會有絕對酌情權去決定質疑通知的可接納性及其可取之處。香港仲裁公會如根據其於當事人提出要求時所知的資料，可合理地推斷仲裁員存有偏見，難以公正持平，或仲裁員因仲裁結果可獲直接或間接的利益，香港仲裁公會應按當事人的要求，撤換仲裁員。有關利益衝突或存有偏見的情況必須具體明確及可合理地驗證，而非牽強附會或純屬臆測。

14.5 香港仲裁公會在主動撤換仲裁員之前，須先以書面通知當事人。

第 15 條 — 仲裁的進行

15.1 以第 18.1 條為限，一方當事人向仲裁庭提供任何證據或資訊時，應同時把該等證據或資訊提供給其他各方當事人和香港仲裁公會。

15.2 仲裁庭可委任一名秘書或助理仲裁員。秘書或助理仲裁員應時刻保持公正及獨立於當事人，並應在委任前披露任何可能導致對其公正性和獨立性產生合理懷疑的情況。在委任後及在整個仲裁過程中，秘書或助理仲裁員應在這類情況產生時立即向當事人披露這類情況，除非其已告知當事人。

15.3 仲裁庭和各方當事人應盡一切可能，以確保仲裁得以公平和有效率地進行。

15.4 對於本規則未明確規定的事項，香港仲裁公會、仲裁庭及當事人應按本規則的精神行事。

15.5 仲裁庭應盡合理努力確保裁決有效。

15.6 不論情況如何，仲裁庭都必須確保對各方當事人一視同仁，給予各方當事人公平機會陳述案情、提出理據和提供證據。

15.7 仲裁庭或香港仲裁公會可在仲裁開始後的任何時間，要求當事人提供代表的授權證明。

15.8 除非各方當事人同意或香港仲裁公會或仲裁庭另有決定，各方當事人不得追討因仲裁而招致、引起及/或導致的訟費，而仲裁庭作出裁決時不會裁定任何一方當事人須支付訟費。除非各方當事人同意或香港仲裁公會或仲裁庭基於案件的情況及公平原則而另有決定，各方當事人不得委派法律代表代替其出席仲裁的聆訊。

第 16 條 — 仲裁地

16.1 各方當事人可約定仲裁地。若未有約定，仲裁地則為香港，除非仲裁庭基於案件情況認為另一仲裁地更為合適。

第 17 條 — 仲裁程序

17.1 仲裁庭就爭議進行仲裁和作出裁決時，須以當事人提交的證據和資料為依據。仲裁庭有權限制各方提交的證據和資料，亦可裁定有關的證據和資料是否與爭論點及仲裁結果有關。仲裁庭有權拒絕任何與爭論點及仲裁結果無關的證據及/或資料。

17.2 各方當事人須各自按情況合適為支持己方的申索或回應或反申索或反申索回應(如有)的事實承擔舉證責任。

17.3 仲裁庭應決定證據的可接納性、相關性、重要性及其分量，包括決定是否採用嚴格的證據法規則。

17.4 在仲裁過程中，仲裁庭可隨時允許或要求當事人提供仲裁庭認為與仲裁相關並對仲裁結果有重要影響

的證據或資料。仲裁庭有權接納或拒絕接納任何證據或資料。

- 17.5 仲裁庭有絕對酌情權委任一名或數名專家。各方當事人須負責仲裁庭委任的專家的費用。仲裁庭可私下會見其委任的專家。該些專家應就仲裁庭所需決定的特定事宜，向仲裁庭作出書面報告。各方當事人應向專家提供其所要求的任何相關資料，或提供其所要求的任何相關文件、物品、財物或其他證據供其檢查。
- 17.6 如基於案件情況被視為需要，仲裁庭可命令為聆訊中（如有）的口頭陳述提供翻譯和製作聆訊記錄（如有）。
- 17.7 除非各方當事人及香港仲裁公會另有同意外，聆訊（如有）不公開進行。
- 17.8 仲裁庭可行使絕對酌情權，要求任何一方當事人在聆訊中（如有）提交進一步資料、書面陳述、文件或其他證據。
- 17.9 在不損害上述規定的情況下，就仲裁而言，仲裁庭擁有以下權力及/ 或權限：
- (a) 批予任何濟助或補救；
 - (b) 進行仲裁庭認為必要或適當的審查；
 - (c) 命令當事人提供任何財物或物件，以供仲裁庭在當事人面前檢查；
 - (d) 命令當事人向仲裁庭及另一方當事人提交及提供由他管有、保管或在他權力範圍內的任何文件或任何種類的文件，以供檢查；除非

有關當事人令香港仲裁公會信納：

- (i) 提供資料會違反法院命令；或
- (ii) 提供資料會違反對第三方的保密責任，而即使他已盡其合理的努力，也無法取得該第三方同意披露所需資料；或
- (iii) 提供資料會妨礙警方、監管機構或執法機關正在進行的調查，而即使他已盡其合理的努力，也無法取得披露資料所需的同意；或
- (iv) 資料不存在或不再存在，或並非由他合理管有或控制；或
- (v) 資料與爭議無關。

儘管以上所述，本規則內任何條文均不妨礙任何一方當事人享有“免使自己入罪”或“法律專業保密權”的權利；

- (e) 接納並考慮任何仲裁庭認為相關的書面或口頭證據，而無須受證據法規則限制；及/ 或
- (f) 即使任何一方當事人未能或拒絕遵守本規則或仲裁庭的書面命令或書面指示，或未能或拒絕行使陳述案情的權利，仲裁庭仍可進行仲裁並作出裁決。

17.10 在仲裁程序的任何階段，如仲裁庭察覺並認為把有關爭議交由法院處理更為適當，仲裁庭便可終止有關仲裁。

17.11 在得到香港仲裁公會之同意後，仲裁庭有權力去延長依本規則所定立的任何期限。

17.12 仲裁庭有權允許額外當事人加入仲裁，前提是該額外當事人表面上須受於本規則下並引起該仲裁的仲裁協議所約束。若爭議涉及多過兩方的當事人，香

港仲裁公會將有權因應案件的情況修訂本規則。

- 17.13 各方當事人可約定仲裁實體爭議的管轄法律。若未有相關約定，仲裁實體爭議的管轄法律則為香港法，除非仲裁庭基於案件情況認為另一管轄法律更為合適。
- 17.14 除非當事人另有同意或香港仲裁公會或仲裁庭另有決定，如仲裁通知書和回應書建議仲裁程序以英文進行或以英文草擬，仲裁程序應以英文進行，如仲裁通知書和回應書建議仲裁程序以中文進行或以中文草擬，仲裁程序應以中文進行。香港仲裁公會有絕對及最終酌情權決定仲裁程序所用的語言。

第 18 條 — 當事人與仲裁庭之間的通訊

- 18.1 除非各方當事人另有同意或香港仲裁公會或仲裁庭另有決定，否則當事人不得直接與仲裁庭通訊。任何一方當事人與仲裁庭之間的所有通訊，都必須使用仲裁中採用的語言，並以書面方式經由香港仲裁公會進行。任何當事人之間及一方當事人與仲裁庭之間的所有通訊的副本，都必須經由香港仲裁公會向另一方當事人提供。任何按程序規定向申請人或答辯人發出的書面通訊，均須以申請人或答辯人各自所表明的首選方式發出。如沒有指明，則可以傳真發送，唯須以傳真確認書為證明，或透過郵遞或速遞服務送交，唯須預付郵費和要求認收，或以電子方式經互聯網傳送，唯須提供傳送記錄。

第 19 條 — 臨時保護措施和緊急救濟

- 19.1 在仲裁庭組成前，當事人可按附表 2 申請緊急性的臨時或保全性救濟（“緊急救濟”）。
- 19.2 經任何一方當事人申請，仲裁庭可就其認為必要或適當的臨時措施發出命令。
- 19.3 依本規則第 19.2 條提交申請的一方當事人應繳付港幣 50,000 元費用。除非香港仲裁公會另有同意，否則當事人必須在提交申請的同時支付費用的全數。
- 19.4 臨時措施，無論是採取命令、裁決或其他形式，是指仲裁庭在作最終解決爭議的裁決作出前對一方作出的暫時命令，例如但不限於以下行為：
- (a) 在爭議解決前維持或恢復現狀；
 - (b) 採取措施以阻止、或避免作出可能引致對仲裁程序造成現存的或臨近的傷害或損害的行為；
 - (c) 保全財產，以確保可以執行隨後作出的裁決的要求；或
 - (d) 保全與解決爭議相關的重要證據。
- 19.5 在依第 19.2 條決定當事人申請的臨時措施時，仲裁庭應考慮案件的情況。相關的因素包括但不限於：
- (a) 如不批予臨時措施，可能產生此後所裁決的損害賠償無法充分彌補損害，而這一損害較臨時措施所針對的一方可能造成的損害顯然更為嚴重；和
 - (b) 申請人在爭議實體上有合理的勝訴概率。但

對此概率的判斷不應影響仲裁庭此後作出任何決定時的酌情權。

- 19.6 經任何一方當事人申請，仲裁庭可變更、暫緩或終止其批予的臨時措施。仲裁庭也可在特殊情況下，在提前通知各方當事人後，主動如此行事。
- 19.7 仲裁庭可要求申請臨時措施的當事人為此提供適當擔保。
- 19.8 仲裁庭可要求任何一方當事人立即披露關於申請或批予臨時措施所基於的情況隨後發生的任何重大變化。
- 19.9 若仲裁庭事後認定在當時的情況下本不該批予臨時措施，則申請臨時措施的當事人可能要就臨時措施對任何一方當事人帶來的損失負責。仲裁庭可在仲裁中的任何時候對這類損失作出裁決。
- 19.10 任何一方當事人向具管轄權的機關申請臨時措施，不得視為與仲裁協議相抵觸或放棄該仲裁協議。

第 20 條 — 裁決

- 20.1 除非仲裁庭獲得香港仲裁公會或各方當事人同意，否則仲裁庭須在聆訊日期（如有）或收到最後一份文件或陳詞起計（兩者以日期較後者為準）1 個月內作出裁決。
- 20.2 除非各方當事人另有同意，否則裁決應以書面形式作出，並對當事人和通過當事人或借當事人名義提

出申索者而言為最終的決定及具有約束力。只要可以有效地作出放棄，當事人和如此申索者應被視為已放棄就裁決的執行和履行要求任何救濟或提出答辯的權利。

- 20.3 各方當事人承諾將不遲延地履行仲裁庭作出的任何裁決或命令。
- 20.4 裁決應簡明地說明其所依據的理由(其可以以簡易形式作出)，除非各方當事人另有同意或香港仲裁公會另有決定，則無須說明理由。
- 20.5 裁決應由仲裁庭簽署。裁決應載明作出裁決的日期和依本規則第 16 條而確定的仲裁地。裁決應被視為在仲裁地作出。
- 20.6 任何因仲裁庭未能於裁決簽署之爭議將不會影響裁決的有效性或可執行性。
- 20.7 任何因未能符合本規則的時間限制而引起的爭議將不會影響裁決的有效性或可執行性。
- 20.8 裁決不會因未能按照本規則的規定行事而失去有效性或可執行性。仲裁庭可在獲得香港仲裁公會或當事人的要求後 7 日內糾正任何違反行為。
- 20.9 除裁決被留置的情況外，仲裁庭應把由仲裁庭簽署並加蓋香港仲裁公會印章的裁決正本送交當事人和香港仲裁公會。香港仲裁公會需要取得一份裁決的正本。
- 20.10 當裁決依本規則第 2 條的規定送達當事人，裁決即被

視為已經妥為送達。

- 20.11 除非香港仲裁公會或仲裁庭另有決定，如仲裁程序以英文進行，裁決應以英文寫成，如仲裁程序以中文進行，裁決應以中文寫成。香港仲裁公會有絕對及最終酌情權決定裁決所用的語言。

第 21 條 — 因和解或其他原因終止仲裁

- 21.1 若在裁決作出前，各方當事人和解了結爭議，仲裁庭應發出終止仲裁的命令；或者，經各方當事人申請和仲裁庭認可，以裁決方式紀錄當事人同意的和解條款。在這類裁決中，仲裁庭無須說明理由。
- 21.2 若在裁決作出前，因第 21.1 條以外的任何原因，不再需要或不再可能繼續仲裁，仲裁庭應發出終止仲裁的命令。當事人應有合理的機會就此將作出的行動發表意見。除非當事人能就此提出合理的反對，否則仲裁庭應發出此項命令。
- 21.3 仲裁庭應將由仲裁庭簽署的終止仲裁的命令或載有和解條款裁決的複本送交各方當事人和香港仲裁公會。若作出的是載有和解條款的裁決，本規則第 20.2、20.3、20.5、20.6、20.7、20.8 和 20.9 條則適用。

第 22 條 — 更正裁決

- 22.1 在接獲裁決後的 7 天內，任何一方當事人都可向香港仲裁公會及另一方當事人發出書面通知，要求仲裁

庭更正裁決內任何文書上或排印上的錯誤，或任何類似性質的錯誤。另一方當事人可在 7 天內就此提出意見。

- 22.2 仲裁庭可在接獲更正要求後的 1 個月內作出任何其認為適當的更正。如有需要，仲裁庭可延長此期限。
- 22.3 仲裁庭可在裁決作出後的 1 個月內主動對裁決作出更正。
- 22.4 若因(a)依第 23 條作出了對裁決中任何一論點或一部分的解釋；或(b)依第 24 條作出了補充裁決，而有必要更正裁決，仲裁庭有權進一步更正裁決。
- 22.5 該等更正應用書面形式作出，而第 20.2、20.3、20.5、20.6、20.7、20.8 和 20.9 條的規定均適用。

第 23 條 — 裁決的解釋

- 23.1 在接獲裁決後的 7 天內，任何一方當事人都可向香港仲裁公會及另一方當事人發出書面通知，要求仲裁庭對裁決作出解釋。另一方當事人可在 7 天內就此提出意見。
- 23.2 仲裁庭應在接獲解釋裁決的要求後的 1 個月內作出任何其認為適當的解釋。如有需要，仲裁庭可延長此期限。
- 23.3 若因(a)依第 22 條更正了裁決中的錯誤，或(b)依第 24 條作出了補充裁決，而有必要解釋裁決，仲裁庭有權進一步解釋裁決。

23.4 依本條規定作出的解釋應以書面形式作出，而該解釋將構成裁決的一部分。

23.5 當解釋作出時，第 20.2、20.3、20.5、20.6、20.7、20.8 和 20.9 條的規定均適用。

第 24 條 — 補充裁決

24.1 在接獲裁決後的 7 天內，經通知另一方及香港仲裁公會，任何一方當事人均可要求仲裁庭作出有關在仲裁過程中已提出，但裁決中遺漏了或仍未獲裁定的申索的補充裁決。另一方當事人可在 7 天內就此提出意見。

24.2 若仲裁庭認為補充裁決的要求合理，則應在接獲要求後的 1 個月內作出補充裁決。如有需要，仲裁庭可延長此期限。

24.3 若因(a)依第 22 條更正了裁決中的錯誤，或(b) 依第 23 條作出了對裁決中任何一論點或一部分的解釋，而有必要補充裁決，仲裁庭有權進一步補充裁決。

24.4 當補充裁決作出時，第 20.2、20.3、20.5、20.6、20.7、20.8 和 20.9 條的規定均適用。

第 25 條 — 第三方資助仲裁的披露

25.1 若就有關仲裁已簽訂資助協議，受資助方應將關於以下信息的書面通知傳送至所有其他當事人、仲裁庭、任何緊急仲裁員和香港仲裁公會：

- (a) 就有關仲裁案已簽訂資助協議的事實；和
- (b) 第三方出資者的身份。

25.2 第 25.1 款所述的通知：

- (a) 對於在仲裁展開時或之前簽訂的資助協議，必須在委任緊急仲裁員的申請、仲裁通知書、回應書（如適用）中傳送；或
- (b) 對於仲裁展開後才簽訂的資助協議，必須在資助協議簽訂後儘快傳送。

25.3 第 25.1 款所述信息在首次披露後有任何變更的，任何受資助方應儘快披露該變更。

第 26 條 — 保密

26.1 除非仲裁庭、香港仲裁公會及各方當事人另有書面同意，否則當事人及仲裁庭同意不得向當事人及其代表、仲裁庭、香港仲裁公會及任何進行仲裁程序所必要的人士以外之人士，披露、轉遞、採用或以其他方式使用關於仲裁協議下的仲裁及/ 或緊急決定的任何狀書、陳詞、文件、通訊、意見、提議、建議、要約、承認的事情或其他資料，除了：

- (a) 在法院或其他機構的法律程序中保護或主張當事人的合法權利或利益或要求執行或質疑裁決或緊急決定；
- (b) 依法定義務向任何政府機關、監管機關、法院或仲裁庭公佈、披露或傳送信息；

- (c) 向當事人的專業人士或其他顧問，包括確定的或潛在的證人或專家，公佈、披露或傳送信息；或
- (d) 以接受或尋求第三方資助仲裁為目的，向他人公佈、披露或傳送信息。

26.2 曾經進行、繼續進行或已結束仲裁一事，則無須視為機密。

26.3 除非仲裁庭、香港仲裁公會及各方當事人另有書面同意，任何人都不得將裁決、決定或判決發表或使其被公開，不論當事人的身分或其他可辨認的資料是否已被隱藏。

第 27 條 — 免除法律責任

27.1 香港仲裁公會、其指定去施行本規則訂明職責的任何組織或個人，以及香港仲裁公會的職員、仲裁庭、仲裁庭所委任的秘書及助理仲裁員，均不就依本規則進行的仲裁中的任何作為或不作為承擔任何責任，除非是不誠實的作為或不作為。

27.2 因與根據本規則進行的仲裁有關的作為或不作為而招致、或由仲裁產生了任何法律責任，不論是否涉及疏忽，各方當事人均須共同及個別地免卻和解除香港仲裁公會、其職員和其代表、仲裁庭及仲裁庭委任的秘書及助理仲裁員該等責任，並對他們作出彌償，除非那是由欺詐或不誠實而造成的後果。

27.3 裁決一旦作出，而依第 22 至 24 條更正、解釋或補充裁決的期限已過或者已完，香港仲裁公會、仲裁

庭、仲裁庭委任的秘書或助理仲裁員均無義務向任何人就仲裁的任何事項作任何說明。當事人也不得要求任何上述人士在仲裁引起的任何法律或其他程序中作證人。

第 28 條 — 上訴

28.1 《仲裁條例》(第 609 章) 附表 2 第 2、3、4、5、6 及 7 條將不適用。

28.2 在不違反本規則第 3.3 及 28.1 條規定的情況下，如一方當事人就裁決提出上訴、提出將裁決作廢、對裁決提出挑戰或反對執行裁決，該方同意就該上訴或申請而招致、產生及/ 或導致的訟費，可追討的上限為港幣 25,000 元。

第 29 條 — 審理終結

29.1 若仲裁庭確信當事人已有合理機會陳述其案情，仲裁庭應宣佈審理終結。此後，當事人不得再提出任何陳述、論點、資料或證據，除非仲裁庭依本規則第 29.2 條重新開始審理程序。

29.2 若認為因特殊情況而有必要，仲裁庭可在作出裁決前的任何時候，主動或依一方當事人申請，重新開始審理程序。

第 30 條 — 仲裁費

- 30.1 除非香港仲裁公會另有同意，否則當事人須向香港仲裁公會認可的仲裁服務提供機構(對此香港仲裁公會有絕對酌情權決定)繳交附表 1 所載的仲裁費。
- 30.2 所有仲裁費應以港幣繳付，而以第 30.4 條及第 30.5 條為限，所有仲裁費用一經向香港仲裁公會繳付將不獲退還。
- 30.3 除非香港仲裁公會另有同意，否則申請人必須在遞交仲裁通知書的同時支付仲裁費的全數，答辯人必須在遞交回應書的同時支付仲裁費的全數(包括因反申索(如有)而導致的額外仲裁費)及申請人必須在遞交反申索回應書的同時支付因反申索(如有)而導致的額外仲裁費的全數。若申請人未能支付仲裁費的全數，應被視為仲裁的申索尚未展開，但這並不影響申請人於此後的仲裁通知書中提出相同的請求的權利。若答辯人未能支付仲裁費的全數(包括因反申索(如有)而導致額外的仲裁費)，應被視為仲裁的反申索尚未展開，但這並不影響答辯人於此後的仲裁通知書中提出相同的請求的權利。
- 30.4 仲裁庭作出裁決時有絕對酌情權決定那一方當事人須支付仲裁費(包括根據本規則第 19.3 條及本規則附表 2 第 6 段應繳付之費用)及該方當事人須支付的金額。仲裁庭參酌案件的情況後若認為合理，可決定由各方當事人分擔仲裁費用的全部或部分費用。仲裁庭在裁決全部或部分仲裁費用時，可考慮任何第三方資助安排。若各方當事人已繳付仲裁費的全數，由仲裁庭裁定無須支付仲裁費的一方將在裁決作出後的 14 日內予以退還該方當事人已繳付的仲裁

費。

- 30.5 除非香港仲裁公會另有決定，若在申請人遞交仲裁通知書後的 14 日內並在答辯人遞交回應書前，各方當事人和解了結爭議，而各方當事人不會向仲裁庭申請以裁決方式紀錄當事人同意的和解條款，申請人將予以退還申請人已繳付的仲裁費。除非香港仲裁公會另有決定，若在申請人遞交仲裁通知書的 14 日後或答辯人遞交回應書後，各方當事人和解了結爭議，仲裁費將仍需支付，各方當事人並須同意那一方當事人須支付仲裁費及該方當事人須支付的金額。若各方當事人已繳付仲裁費的全數，各方當事人所同意無須支付仲裁費的一方將予以退還該方當事人已繳付的仲裁費。
- 30.6 香港仲裁公會可決定及/ 或可提供場地進行聆訊（如有）。如香港仲裁公會可提供的房間已被全數佔用或因其他原因而不能提供，當事人有可能須承擔進行聆訊（如有）所需場地的開支。
- 30.7 申索及反申索將被合併考慮以計算爭議金額。利息索償將不被計算在爭議金額內。但若所索償利息的金額多於原本索償的金額，利息索償將單獨地被計算為爭議金額。
- 30.8 若爭議的當事人多過兩方或爭議金額或濟助或補償是未經算定，香港仲裁公會將因應案中情況合理地決定仲裁費。
- 30.9 若聆訊時間更改為超過一天或仲裁員人數更改為多於一名，香港仲裁公會將因應案中情況合理地決定仲裁費。

- 30.10 若根據本規則第 10.1 條，當事人同意或香港仲裁公會決定在爭議金額為港幣\$250,000 或以下的情況下進行聆訊，本規則第 10.6 - 10.10 條則適用，當事人須繳交港幣\$25,000 的額外仲裁費。除非香港仲裁公會另有決定，各方當事人應在聆訊前的 7 天全數繳交額外仲裁費。
- 30.11 港幣以外的貨幣，應按提交仲裁通知書或任何新的申索或反申索（按情況而定）的當日，以香港上海滙豐銀行公佈的匯率折算成港幣。
- 30.12 香港仲裁公會將定期檢討其收費結構及有權修改其收費結構。

第 31 條 — 本規則涵蓋範圍以外的事宜

- 31.1 有關本規則涵蓋範圍以外的事宜，仲裁庭可採取他認為適當及可以迅速及有效地解決爭議的措施。

第 32 條 — 棄權

- 32.1 若當事人知道或理應知道任何未按本規則（包括一個或多個仲裁協議）的規定或其下的要求行事的，但卻仍繼續仲裁而未立即提出反對的，應被視為已放棄提出如是反對的權利。

此中文規則為英文版本譯本，如中、英文兩個版本不符或不一致，以英文版本為準。

附表 1

1. 爭議金額為港幣\$80,000 或以下，收費(包括行政費及仲裁員之費用)為港幣\$9,000(根據本規則第 308 條規定由爭議各方支付)。
2. 爭議金額相等於或介乎港幣\$80,001 及港幣\$250,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$25,000(根據本規則第 30 條規定由爭議各方支付)。
3. 爭議金額相等於或介乎港幣 \$250,001 及港幣 \$500,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$50,000(根據本規則第 30 條規定由爭議各方支付)。
4. 爭議金額相等於或介乎港幣 \$500,001 及港幣 \$1,000,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$80,000(根據本規則第 30 條規定由爭議各方支付)。
5. 爭議金額相等於或介乎港幣 \$1,000,001 及港幣 \$5,000,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$120,000(根據本規則第 30 條規定由爭議各方支付)。
6. 爭議金額相等於或介乎港幣 \$5,000,001 及港幣 \$20,000,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$240,000(根據本規則第 30 條規定由爭議各方支付)。
7. 爭議金額超過港幣\$20,000,000，收費(包括行政費及仲裁員之費用)為港幣\$480,000(根據本規則第 30 條規定由爭議各方支付)。

附表 2

1. 申請緊急救濟的當事人可在提交仲裁通知書(a)之前，(b)同時，或(c)之後，但在仲裁庭組成之前，向香港仲裁公會提交委任緊急仲裁員的申請（“申請”）。
2. 申請應按本規則第 2.1 和 2.2 條所述的任何方式提交。申請應包含以下內容：
 - (a) 申請所涉及的當事人的姓名/ 名稱、地址、電話號碼及電郵地址；
 - (b) 說明引致申請的情形以及提交仲裁的基礎爭議；
 - (c) 對申請的緊急救濟的陳述；
 - (d) 申請人無法等待仲裁庭組成及/ 或需迫切申請緊急救濟的原因；
 - (e) 申請人應有權獲得緊急救濟的理由；
 - (f) 任何相關的協議，特別是仲裁協議；
 - (g) 根據第 25 條規定，披露是否存在資助協議和任何第三方出資者的身份；和
 - (h) 確認申請及其所夾附的輔助材料的複本已經或正在依其所注明的一種或幾種方式同時向仲裁所有其他當事人送達。
3. 向香港仲裁公會提交申請時，須備足夠副本，以使緊急仲裁員和香港仲裁公會都各有一份。申請人需自行向其他當事人送交申請。
4. 申請也可包含申請人認為適當或有助於有效率地審理其申請的其他證據或資料。
5. 若香港仲裁公會決定接受申請，則應設法在收到申

請後的 24 小時內指定緊急仲裁員。

6. 申請人應繳付港幣 50,000 元費用。除非香港仲裁公會另有同意，否則申請人必須在提交申請的同時支付費用的全數。
7. 委任緊急仲裁員後，香港仲裁公會應通知申請的各方當事人及緊急仲裁員。本規則第 18 條適用於申請。
8. 本規則第 12 條和第 13 條適用於緊急仲裁員，但第 13.3 條中規定的期限縮短為 3 日。
9. 若緊急仲裁員死亡，或被成功質疑，或因其他原因被免職，或辭職，香港仲裁公會應設法在 24 小時內委任替代緊急仲裁員。緊急仲裁員自行回避或當事人依本附表第 9 段同意終止其委任，並不意味接受依本規則第 13.2 條提出的任何理由為有效。如緊急仲裁員被替換，緊急救濟程序應自緊急仲裁員被替換或停止履行其職責時起恢復，除非替代緊急仲裁員另有決定。
10. 當事人約定的仲裁地即為緊急救濟程序仲裁地。若未有約定，緊急救濟程序仲裁地則為香港，除非緊急仲裁員基於案件情況認為另一仲裁地更為合適。
11. 緊急仲裁員可以其認為適當的方式進行緊急救濟程序，但應考慮到此程序的內在的緊迫性，並確保各方當事人均就申請有合理的機會陳述意見。緊急仲裁員有權決定對其管轄權的反對，包括就仲裁條款和/或單獨的仲裁協議的存在、其效力及範圍的反對。緊急仲裁員也應決定任何有關本附表是否適用的爭議。

12. 第 19.2，19.4 至 19.9 條應比照適用於緊急仲裁員准予的任何緊急救濟。
13. 除非各方當事人另有同意或香港仲裁公會或仲裁庭另有決定，緊急仲裁員應自香港仲裁公會委任緊急仲裁員之日起 14 日內，就申請作出決定、命令或裁決（“緊急決定”）。
14. 即使仲裁庭在申請提交後組成，緊急仲裁員仍可作出緊急決定。
15. 緊急決定應：
 - (a) 以書面形式作出；
 - (b) 載明作出決定的日期並說明緊急決定的理由，決定可以簡易形式作出（包括決定緊急仲裁員是否有予以緊急救濟的管轄權）；
 - (c) 除非香港仲裁公會或仲裁庭另有決定，應以英文寫成(香港仲裁公會有絕對及最終酌情權決定所用的語言)；和
 - (d) 由緊急仲裁員簽署。
16. 緊急決定可作分擔申請程序的費用。但此決定以本規則第 15.8 條為前提和不影響仲裁庭依本規則第 30.4 條就此費用的分擔作出最終決定。
17. 緊急決定與依本規則第 19 條予以的臨時措施具同等效力，且在作出後立即約束各方當事人。
18. 緊急決定在以下情況下不再有約束力：
 - (a) 緊急仲裁員或仲裁庭如此決定；

- (b) 仲裁庭作出最終裁決，除非仲裁庭另有明確決定；
 - (c) 在最終裁決作出前仲裁程序終止；或
 - (d) 除非各方當事人另有同意或香港仲裁公會另有決定，仲裁庭未能在緊急決定作出日後 90 日內組成。
19. 除本附表第 14 段所述情形外，一旦仲裁庭組成，緊急仲裁員即無權繼續行事。
20. 申請的程序無意阻止任何一方當事人在任何時候向具管轄權的機關尋求緊急的臨時或保全性措施。
21. 除非各方當事人另有約定，如緊急仲裁員已就申請行事，則可不可再在涉及引發申請的爭議的仲裁中出任仲裁員。
22. 若在香港仲裁公會收到申請後的七日內申請人未向香港仲裁公會提交仲裁通知書，則申請的程序應終止，除非緊急仲裁員延長此期限。
23. 若申請的程序在未作出緊急決定時即終止，則緊急仲裁員可以確定並分擔任何申請程序的費用，但此決定以本規則第 15.8 條為前提和不影響仲裁庭依本規則第 30.4 條最終確定和分擔此費用。