

Version 1.2

HKAS

HONG KONG ARBITRATION SOCIETY

香港仲裁公會

Hong Kong Arbitration Society Rules

香港仲裁公會規則

*香港仲裁公會是已獲香港政府豁免繳稅的慈善團體，並為非牟利機構。編號 91/14866

NOTICE: *These Rules are the copyrighted property of the Hong Kong Arbitration Society. They cannot be copied, reprinted or used in any way without permission of the Hong Kong Arbitration Society, unless they are being used by the parties to an arbitration as the rules for that arbitration. If they are being used as the rules for an arbitration, proper attribution must be given to the Hong Kong Arbitration Society. If you wish to obtain permission to use our copyrighted materials, please contact at Hong Kong Arbitration Society (852) 2877-5882.*

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 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 8th May 2015, in accordance with the provisions of Article 1 of the Rules.

Suggested Clauses

1. The following model clause may be adopted by the Parties to 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 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 which neither an arbitration clause nor a previous agreement with respect to arbitration exists, who wish to refer such dispute to 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.

Signed: _____ (Claimant)

Signed: _____ (Respondent)

Date: _____"

Article 1 – Scope of Application

- 1.1 These Rules shall govern arbitrations where an arbitration agreement (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 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 These Rules shall come into force on 8th May 2015 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 pursuant to these Rules shall be deemed to be

received by a party or arbitrator or by Hong Kong Arbitration Society if:

- (a) delivered by hand, registered 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) or (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) or (iii), to any last known address of the addressee; or
- (b) transmitted by facsimile, e-mail or any other means of telecommunication that provides a record of its transmission, including the time and date, to:
 - (i) the facsimile 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 or email address (or equivalent) specified in any applicable agreement between the relevant Parties; or
 - (iii) in the absence of (i) and (ii), to any facsimile number or email address (or 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. 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 all provisions of these Rules. The Arbitrator shall interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation and any interpretation by Hong Kong Arbitration

Society, the interpretation of Hong Kong Arbitration Society shall prevail.

- 3.2 Hong Kong Arbitration Society has 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 under these Rules are final and, to the extent permitted by any applicable law, not subject to appeal.
- 3.3 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.
- 3.4 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 'Arbitrator' means a person who is appointed by Hong Kong Arbitration Society to act as an arbitrator;

- 4.3 'Award' means an arbitral award rendered by the Arbitrator which is final and binding on the Claimant and the Respondent;
- 4.4 'Claim' means a claim against a Respondent;
- 4.5 'Claimant' means a person sending or who has sent a Notice of Arbitration to Hong Kong Arbitration Society;
- 4.6 'Court' means the courts of the Hong Kong Special Administrative Region;
- 4.7 'Hearing' means a hearing fixed on a date by the Arbitrator in the process of Arbitration;
- 4.8 'Hong Kong' means the Hong Kong Special Administrative Region;
- 4.9 'List of Arbitrators' means Hong Kong Arbitration Society's list of arbitrators for arbitration;
- 4.10 '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;
- 4.11 'Response' means a written response to the Notice of Arbitration sent by the Respondent to Hong Kong Arbitration Society and the Claimant;
- 4.12 'Response to Counterclaim' means a written response to the Counterclaim sent by the Claimant to Hong Kong Arbitration Society and the Respondent;

- 4.13 'Parties' means a Claimant and the relevant Respondent;
- 4.14 'Rule' means a term and/or condition set out in these Rules;
- 4.15 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.
- 4.16 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 all written submissions and 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 Arbitrator and for 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 claim stating the facts to support the claim;
- (e) the points at issue;
- (f) the legal arguments supporting the claim;
- (g) copies of the documents on which the Claimant will rely which are directly relevant to the points at issue and the outcome of the Arbitration;
- (h) the relief or remedy sought; and
- (i) a proposal on the appointment of Arbitrator and the language of Arbitration (as the case may be).

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 Arbitrator. 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 The Arbitration shall be deemed to commence on the date on which the Notice of Arbitration is 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, send to the Claimant the Response, their written submissions together with copies of 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 Arbitrator and Hong Kong Arbitration Society.

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 defence stating the facts supporting the defence;
- (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 will rely which are directly relevant to the points at issue and the outcome of the Arbitration; and
- (h) a proposal on the appointment of Arbitrator and the language of Arbitration (as the case may be).

6.3 Upon receipt of the Notice of Arbitration and

the Response from the Parties, a single Arbitrator will be appointed pursuant to Article 11 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 Arbitrator. 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 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 it is agreed by the Parties, the Claimant shall, within 7 days of the service of the Response, send to the Respondent a Response to Counterclaim (if any), their written submissions together with

copies of 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 Arbitrator and Hong Kong Arbitration Society.

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 the defence to counterclaim stating the facts to support the defence to counterclaim;
- (c) the points at issue;
- (d) the legal arguments supporting the Response to Counterclaim;
- (e) copies of the documents on which the Claimant will rely which are directly relevant to the points at issue and the outcome of the Arbitration.

7.3 If, within 7 days of the service of the Response, 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 evidence 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 Documents and Information

- 8.1 The Parties may request documents and other information from each other. Unless otherwise decided by Hong Kong Arbitration Society, all requests for the production of documents and other information must be served on the other Party and Hong Kong Arbitration Society within 7 days after the service of the Response.
- 8.2 The Arbitrator may consider requesting documents and other information at the time of making the Preliminary Enquiry.

Article 9 – Preliminary Enquiry

- 9.1 The Arbitrator shall, unless the Arbitrator decides otherwise or it is agreed by the Parties, 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 documents and information (as the case may be), make a Preliminary Enquiry to require the Parties to submit to him and to each other such further documents or information as he considers to be necessary for him to make his decision. Unless the Arbitrator is of the opinion that a preliminary meeting is necessary, the Preliminary Enquiry shall be conducted without a meeting. The Arbitrator shall be entitled to make a written, audio and/or video record of the preliminary meeting (if any).
- 9.2 The Parties shall, unless the Arbitrator decides otherwise or it is agreed by the Parties, within

14 days of the request under Preliminary Enquiry, send to the other party a statement of the information together with copies of the documents in the request 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 Arbitrator and Hong Kong Arbitration Society. The Parties shall not produce any additional document after the submission of further documents or information under the Preliminary Enquiry unless the Arbitrator decides otherwise.

Article 10 - Hearing

- 10.1 For an amount in dispute at or under HK\$250,000, unless otherwise agreed by the Parties or Hong Kong Arbitration Society, the Arbitration is by “documents-only”, no hearing will be held and the provisions of Articles 10.6 - 10.10 shall not apply.
- 10.2 For an amount in dispute over HK\$250,000, unless the Arbitrator decides otherwise, the Arbitrator 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 Arbitrator shall be entitled to hold the Hearing notwithstanding the failure or refusal of any party to comply with these Rules or with the Arbitrator’s written orders or written directions. Such power shall extend to the Hearing to proceed ex-parte.
- 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 directed by the Arbitrator, without showing sufficient cause for such failure, the Arbitrator may proceed with the Arbitration and make an award on the basis of the evidence before it.

- 10.5 The Parties' submissions (if any) shall be provided to the other Party within 7 days after sending the statement of information in the request under the Preliminary Enquiry. The submissions shall be filed in a number of copies sufficient to provide one copy each for the Arbitrator and Hong Kong Arbitration Society.
- 10.6 Unless the Arbitrator decides otherwise, the Hearing shall be conducted in person. The Arbitrator has the sole discretion to decide whether the Hearing is to be conducted by video link, by telephone, online or documents only upon the request of the Party.
- 10.7 Unless otherwise agreed by the Parties or Hong Kong Arbitration Society, the length of the Hearing shall be one day and shall be conducted on the date of the Hearing from 10am to 1pm and from 2pm to 5pm.
- 10.8 The Arbitrator shall be entitled to make a written, audio and/or video record of the Hearing.
- 10.9 Unless the Arbitrator decides otherwise, the sequence of 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 Arbitrator will make enquiries with the Parties for not more than three hours thereafter. The Arbitrator 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 Arbitrator decides otherwise, the Parties shall take turns to submit under the sequence of the Hearing and a Party shall not interrupt when the other Party is submitting.

Article 11 – Appointment of Arbitrator

- 11.1 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 7 days after the service of the Response or the Respondent has failed to file the Response to 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.
- 11.2 The appointment of the Arbitrator takes effect upon confirmation in writing by Hong Kong Arbitration Society.

- 11.3 Unless otherwise agreed by the Parties and Hong Kong Arbitration Society, the number of arbitrators shall be one.

Article 12 - Disclosures Required of Arbitrators

12.1 The Arbitrator appointed under these Rules shall be and remain at all times impartial and independent in relation to exercising his duties in the Arbitration.

12.2 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 relationships or circumstances with any Party, or anyone who the potential Arbitrator is told may be providing a witness statement and/or an expert statement in the Arbitration, that are likely to affect impartiality or might reasonably create the appearance of partiality or bias; or
- (c) Any such relationship or circumstances

involving members of the potential Arbitrator's family or the potential Arbitrator's current employers, partners, or business associates.

- 12.3 The obligation under Article 12.2 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.
- 12.4 Hong Kong Arbitration Society will inform the Parties of any information disclosed to Hong Kong Arbitration Society under Articles 12.2 and 12.3 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.
- 12.5 Subject to Articles 12.2 and 12.3, the Arbitrator shall confirm in writing that there is no conflict of interest in relation to his appointment as the Arbitrator to the Dispute.

Article 13 – Challenge and Removal of Arbitrator by Hong Kong Arbitration Society

- 13.1 Hong Kong Arbitration Society may remove an Arbitrator 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.
- 13.2 Any challenge of 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.
- 13.3 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 informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.
- 13.4 Hong Kong Arbitration Society will, at its sole discretion, decide on the admissibility and, at the same time, if necessary, on the merits of a challenge and grant a Party’s request to remove an Arbitrator 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.

- 13.5 Hong Kong Arbitration Society must first notify the Parties in writing before removing an Arbitrator on its own initiative.

Article 14 – Conduct of Arbitration

14.1 Subject to Article 18.1, all documents or information supplied to the Arbitrator by one Party shall at the same time be communicated by that Party to the other Parties and Hong Kong Arbitration Society.

14.2 The Arbitrator may, after consulting with the Parties, 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 or her impartiality or independence prior to his appointment. A secretary or arbitrator assistant, once appointed and throughout the Arbitration, shall disclose without delay any such circumstances to the Parties unless they have already been informed by him of these circumstances.

14.3 The Arbitrator and the Parties shall do everything necessary to ensure the fair and efficient conduct of the Arbitration.

14.4 In all matters not expressly provided for in these Rules, Hong Kong Arbitration Society, the Arbitrator and the Parties shall act in accordance with the spirit of these Rules.

- 14.5 The Arbitrator shall make every reasonable effort to ensure that an Award is valid.
- 14.6 In all cases, the Arbitrator 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.
- 14.7 At any time after the commencement of the Arbitration, the Arbitrator or Hong Kong Arbitration Society may require written proof of the authority of any representative of the Party.
- 14.8 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society, no legal representatives are allowed to act on behalf of either Party in the Arbitration.

Article 15 - Seat of Arbitration

- 15.1 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 Arbitrator determines, having regard to the circumstances of the case, that another seat is more appropriate.

Article 16 - Jurisdiction of the Arbitrator to Interpret these Rules

- 16.1 In the conduct of the Arbitration proceedings, the Arbitrator shall have the authority to interpret and determine the applicability of all provisions under these Rules. Such

interpretations are final and binding upon the Parties.

Article 17 - The Arbitration Process

- 17.1 The Arbitrator shall conduct and decide the Dispute on the basis of the documents submitted and evidence provided. The Arbitrator shall be entitled to limit the documents to be submitted and evidence to be provided by the Parties and shall decide the relevancy of the documents and evidence to the points at issue and the outcome of the Arbitration. The Arbitrator shall be entitled to exclude the documents submitted and evidence provided by the Parties 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 its claim or counterclaim or Response or Response to Counterclaim (if any).
- 17.3 The Arbitrator 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 Arbitrator may allow or require a Party to produce documents or other evidence that the Arbitrator determines to be relevant to the case and material to its outcome. The Arbitrator shall have the power to admit or exclude any documents or other evidence.

- 17.5 The Arbitrator, after consulting with the Parties, may appoint one or more experts. The Parties are to be responsible for paying the fees of the Arbitrator-appointed expert at the sole discretion of the Arbitrator. The Arbitrator may meet privately with any Arbitrator-appointed expert. Such expert shall report to the Arbitrator, in writing, on specific issues to be determined by the Arbitrator. The Parties shall give the expert any relevant information or produce for his inspection any relevant documents, goods or properties that he may require of them.
- 17.6 The Arbitrator may make directions for the translation of oral statements made at a Hearing (if any) and for a 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 Arbitrator may request at his sole discretion, further information, statements or documents from either of the Parties at the Hearing (if any).
- 17.9 Without prejudice to the above and with regard to the Arbitration, the Arbitrator shall have the power and/or jurisdiction to:
- (a) make any relief or remedy;
 - (b) conduct such enquiries as may appear to the Arbitrator to be necessary or expedient;
 - (c) order the Parties to make any property

- or item available for inspection, in their presence, by the Arbitrator;
- (d) order any Party to produce to the Arbitrator, 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 Arbitrator'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 Arbitrator 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 Arbitrator may terminate the Arbitration.

17.11 The Arbitrator 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 Arbitrator shall have the power to allow an additional party to be joined 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 Unless otherwise agreed by the Parties and Hong Kong Arbitration Society, the arbitration proceedings shall be conducted in Chinese. 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 Arbitrator

18.1 A Party shall not communicate with the Arbitrator directly. All communications between any of the Parties and the Arbitrator 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 Arbitrator 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 – Award

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

19.2 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.

- 19.3 The Parties undertake to comply without delay with any Award or order made by the Arbitrator.
- 19.4 An Award shall state the concise reasons upon which it is based unless the Parties have agreed that no reasons are to be given.
- 19.5 An Award shall be signed by the Arbitrator. It shall state the date on which it was made and the seat of arbitration as determined under Article 15 and shall be deemed to have been made at the seat of arbitration.
- 19.6 The validity or enforceability of the Award shall not be hindered by any controversy with respect to the Arbitrator's failure to sign the Award.
- 19.7 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.
- 19.8 The validity or enforceability of the Award shall not be hindered by non-compliance of these Rules. The Arbitrator 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.

- 19.9 Subject to any lien, originals of the Award signed by the Arbitrator and affixed with the seal of Hong Kong Arbitration Society shall be communicated to the Parties and Hong Kong Arbitration Society by the Arbitrator. Hong Kong Arbitration Society shall be supplied with an original copy of the Award.
- 19.10 Unless otherwise agreed by the Parties and Hong Kong Arbitration Society, the Award shall be written in English. Hong Kong Arbitration Society shall have the sole and final discretion on the language or languages to be used in the Award.

Article 20 - Settlement or Other Grounds for Termination

- 20.1 If, before the Award is made, the Parties agree on a settlement of the Dispute, the Arbitrator shall either issue an order for the termination of the Arbitration or, if requested by both Parties and accepted by the Arbitrator, record the settlement in the form of an Award on the agreed terms. The Arbitrator is not obliged to give reasons for such an Award.
- 20.2 If, before the Award is made, the continuation of the Arbitration becomes unnecessary or impossible for any reason not mentioned in Article 20.1, the Arbitrator shall issue an order for the termination of the Arbitration. The Arbitrator 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.

- 20.3 Copies of the order for termination of the Arbitration or of the Award on the agreed terms, signed by the Arbitrator, shall be communicated by the Arbitrator to the Parties and Hong Kong Arbitration Society. Where an Award on the agreed terms is made, the provisions of Articles 19.2, 19.3, 19.5, 19.6, 19.7, 19.8 and 19.9 shall apply.

Article 21 - Correction of the Award

- 21.1 Within 7 days after receipt of the Award, either Party, with notice to the other Party and Hong Kong Arbitration Society, may request the Arbitrator 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.
- 21.2 The Arbitrator shall make any corrections he considers appropriate within one month after receipt of the request but may extend such period of time if necessary.
- 21.3 The Arbitrator may within one month after the date of the Award make such corrections on his own initiative.
- 21.4 The Arbitrator 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 22; or (b) the issue of any additional award under Article 23.

- 21.5 Such corrections shall be in writing, and the provisions of Articles 19.2, 19.3, 19.5, 19.6, 19.7, 19.8 and 19.9 shall apply.

Article 22 – Interpretation of the Award

- 22.1 Within 7 days after receipt of the Award, either Party, with notice to the other Party and Hong Kong Arbitration Society, may request the Arbitrator to give an interpretation of the Award. The other Party may comment on such request within 7 days.
- 22.2 The Arbitrator shall give any interpretation he considers appropriate within one month after receipt of the request but he may extend such period of time if necessary.
- 22.3 The Arbitrator 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 21; or
 - (b) the issue of any additional award under Article 23.
- 22.4 Any interpretation shall be in writing and any interpretation made under Article 22 shall form part of the Award.
- 22.5 The provisions of Articles 19.2, 19.3, 19.5, 19.6, 19.7, 19.8 and 19.9 shall apply.

Article 23 – Additional Award

- 23.1 Within 7 days after receipt of the Award, either Party, with notice to the other Party and Hong Kong Arbitration Society, may request the Arbitrator 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.
- 23.2 If the Arbitrator 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.
- 23.3 The Arbitrator 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 21; or
 - (b) the interpretation of any point or part of the Award under Article 22.
- 23.4 When an additional Award is made, the provisions of Articles 19.2, 19.3, 19.5, 19.6, 19.7, 19.8 and 19.9 shall apply.

Article 24 – Confidentiality

- 24.1 The Parties and the Arbitrator 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: (a) the Arbitration under the arbitration agreement(s); or (b) an Award made in the Arbitration, beyond the Parties to the Arbitration and their representatives, the Arbitrator, Hong Kong Arbitration Society, and any person necessary to the conduct of the proceedings, except as may be lawfully required whether in judicial proceedings or otherwise in the normal course of business of the Parties, unless agreed in writing by the Arbitrator, Hong Kong Arbitration Society and the Parties to the Arbitration. The fact that Arbitration has occurred, is continuing, or has concluded shall not be considered confidential.

24.2 No person shall publish or otherwise make available to the public any Award, decision or ruling even if the same has been edited to delete the identity of the Parties or identifiable details, unless agreed in writing by the Arbitrator, Hong Kong Arbitration Society and the Parties to the Arbitration.

Article 25 - Exclusion of Liability

25.1 Neither Hong Kong Arbitration Society nor 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 Arbitrator, secretary or arbitrator assistant appointed by the Arbitrator 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.

- 25.2 The Parties jointly and severally release, discharge and indemnify Hong Kong Arbitration Society, its staff members and representatives, the Arbitrator, secretary or arbitrator assistant appointed by the Arbitrator 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.
- 25.3 After the Award has been made and the time period for correction, interpretation and additional awards referred to in Articles 21 to 23 have lapsed or been exhausted, neither Hong Kong Arbitration Society nor the Arbitrator, secretary or arbitrator assistant appointed by the Arbitrator shall be under an obligation to make 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 26 - Appeal

- 26.1 Sections 2, 3, 4, 5, 6 and 7 of Schedule 2 of the Arbitration Ordinance (Chapter 609) shall not apply.
- 26.2 Subject to Article 26.1, 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 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 27 - Closure of Proceedings

- 27.1 When it is satisfied that the Parties have had a reasonable opportunity to present their case, the Arbitrator shall declare the proceedings closed. Thereafter, no further submission or argument may be made, or evidence produced, unless the Arbitrator reopens the proceedings in accordance with Article 27.2.
- 27.2 The Arbitrator 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 28 - Arbitration Fees

- 28.1 Unless otherwise agreed by Hong Kong Arbitration Society, the arbitration fees for the Arbitration are 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 the Schedule.
- 28.2 All arbitration fees shall be paid in Hong Kong dollars, and subject to Articles 28.4 and 28.5, are not refundable after payments are made to Hong Kong Arbitration Society.

- 28.3 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 and the Respondent has to pay the whole sum of the arbitration fees when the Response is filed by the Respondent.
- 28.4 The Arbitrator shall at his sole discretion decide under the Award which Party is to be responsible for paying the arbitration fees. The Party whom the Arbitrator 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 their whole sum of the arbitration fees.
- 28.5 Unless otherwise decided by Hong Kong Arbitration Society, in the event that the Parties agree on a settlement of the Dispute without requesting the Arbitrator 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.
- 28.6 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.

- 28.7 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.
- 28.8 In the event that the amount in dispute is not quantified, the arbitration fees shall be decided by Hong Kong Arbitration Society, taking into account the circumstances of the case.
- 28.9 In the event that the Dispute involves more than two Parties, the arbitration fees shall be decided by Hong Kong Arbitration Society, taking into account the circumstances of the case.
- 28.10 In the event that a hearing is conducted for an amount in dispute at or under HK\$250,000 or the length of the Hearing is varied to more than one day for an amount in dispute over HK\$250,000, the arbitration fees shall be decided by Hong Kong Arbitration Society, taking into account the circumstances of the case.
- 28.11 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 that the Notice of Arbitration is submitted or at the time when any new claim or counterclaim is filed.

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

Article 29 – Issues not covered by these Rules

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

Article 30 – Waiver

30.1 A Party who knows or ought to reasonably know that any provision of, or requirement arising 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 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. 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 28).
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 28).
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 28).
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 28).
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 28).
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 28).

7. For an amount in dispute 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 28).

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。有關本規則的適用範圍，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 2015 年 5 月 8 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，可在合同中預定仲裁條款如下：

“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，而當事人亦未事先訂立仲裁協議，當事人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），提交由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。

簽字: _____ (申索人)

簽字: _____ (答辯人)

日期: _____”

第 1 條 — 適用範圍

- 1.1. 本規則適用於以下仲裁協定（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；(b) 以下述第 1.2 和 1.3 款為前提，規定“由香港仲裁公會管理的”或有含義相似的表述的仲裁協議。
- 1.2. 本規則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服務，而不選擇適用本規則。特此明確：本規則不適用於選擇按照其他規則（包括香港仲裁公會不時採納的其他規則）仲裁的仲裁協議。
- 1.3. 本規則於 2015 年 5 月 8 日起生效。除非當事人另有約定，本規則適用於符合第 1.1 款的規定且在此日期或其後提交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，依本規則發出的任何通知或其他書面通訊，視為已送達當事人、仲裁員或香港仲裁公會：
 - (a) 專人、掛號郵寄或快遞送交至：
 - (i) 在仲裁中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)或(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)或(iii)項所述，收件人最後為人所知的任何地址；或
- (b) 通過傳真、電子郵件或其他能提供傳送記錄（包括傳送日期及時間）的電子通訊方式，傳送至：
 - (i) 在仲裁中書面告知的收件人或其代表的傳真號碼或電子郵寄地址（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或電子郵寄地址（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或電子郵寄地址（或等同的聯繫方式）。

2.2 任何前款所述通知或書面通訊，應視為在按上述(a)款送交或按上述(b)款傳送之日（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，則應視為在按上述(a)款送交或按上述(b)款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日或非營業日，則應順延至其後的第一個營業日。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。仲裁員應就涉及本規則下仲裁員的權力和職責的規定，予以解釋。如仲裁員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。
- 3.3 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錄。
- 3.4 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 “仲裁員” 指獲香港仲裁公會委任為仲裁員的人士；
- 4.3 “裁決” 指仲裁員所作的裁決，裁決為最終決定，對申索人及答辯人都具有約束力；
- 4.4 “申索” 指針對答辯人提出的申索；

- 4.5 “申索人” 指正在向或已向香港仲裁公會遞交仲裁通知書的人士；
- 4.6 “法院” 指香港特別行政區的法院；
- 4.7 “聆訊” 指仲裁程序中，由仲裁員所安排日子的仲裁聆訊；
- 4.8 “香港” 指香港特別行政區；
- 4.9 “仲裁員名單” 指香港仲裁公會的仲裁員名單；
- 4.10 “仲裁通知書” 指由申索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；
- 4.11 “回應書” 指由答辯人向香港仲裁公會及申索人就仲裁通知書提交的書面回應；
- 4.12 “反申索的回應書” 指由申索人向香港仲裁公會及答辯人就反申索提交的書面回應；
- 4.13 “當事人” 指申索人及相關的答辯人；
- 4.14 “規則” 指本規則載列的條款及/ 或條件；
- 4.15 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。
- 4.16 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 在申索人以書面形式向香港仲裁公會發出仲裁通知書，並夾附所有書面陳詞及相關的證明文件副本後，仲裁即可以進行。提交仲裁通知書時，須備足夠副本，使仲裁員及香港仲裁公會都各有一份。申索人需自行向答辯人送達仲裁通知書。

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) 陳述支持申索事實的申索書；
- (e) 爭論點；
- (f) 支持申索的法律論點；
- (g) 申索人將用作佐證，亦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；及
- (i) 對委任仲裁員及仲裁所用語言的建議 (如案件需要)。

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；有關爭議須由仲裁員作最終決定。申索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 7 天內，糾正該等不妥善之處。

5.4 仲裁程序於香港仲裁公會接獲仲裁通知書當日即當作

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 14 天內，把回應書、書面陳詞，連同有別於申索人所提供而又擬用作佐證的文件的副本送交申索人。向香港仲裁公會送交回應書時，須備足夠副本，以使仲裁員和香港仲裁公會都各有一份。

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答辯；
- (c) 陳述支持答辯事實的答辯書；
- (d) 爭論點；
- (e) 支持回應書的法律論點；
- (f) 任何反申索、連同反申索書陳述支持該反申索的事實、支持該反申索的法律論點及所尋求的濟助或補救；
- (g) 答辯人將用作佐證，亦與爭論點及仲裁結果直接有關的文件的副本；及
- (h) 對委任仲裁員及仲裁所用語言的建議 (如案件需要)。

6.3 當香港仲裁公會接獲當事人的仲裁通知書及有關回應書時，將根據第 11 條規定委任一名仲裁員。該名仲裁員須解決任何有關於仲裁時所用語言及/ 或回應書有欠完備及/ 或回應書有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爭議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回應書而受到妨礙;有關爭議須由仲裁員作最終決定。答辯人須於收到香港仲裁公會要求糾正回應書裡任何不妥善之處 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，在按照已收到的文件去處理案件，並在不進行聆訊的情況下作出裁決(除非仲裁員認為有需要進行聆訊)。

第 7 條 — 反申索回應書

- 7.1 除非香港仲裁公會另有決定或各方當時人同意，否則申索人須在回應書送達後 7 天內，把反申索回應書、陳述書，連同有別於仲裁通知書及回應書所提供而又擬用作佐證的文件的副本送交答辯人。向香港仲裁公會送交反申索回應書時，須備足夠副本，以使仲裁員和香港仲裁公會都各有一份。
- 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而作出的回應；
 - (b) 陳述支持反申索答辯事實的反申索答辯書；
 - (c) 爭論點；
 - (d) 支持反申索回應書的法律論點；及
 - (e) 申索人將用作佐證，亦與爭論點及仲裁結果

有關的文件的副本。

- 7.3 如果申索人在沒有充份理由的情況下，在回應書送達後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，在按照已收到的文件去處理有關反申索，並在不進行聆訊的情況下就有關反申索作出裁決(除非仲裁員認為有需要進行聆訊)。

第 8 條 — 要求提交文件和資料

- 8.1 各方當事人都可要求對方提交文件和其他資料。除非香港仲裁公會另決定，否則所有提交文件和資料的要求，必須在回應書送達之日起計7天內，送達另一方當事人及香港仲裁公會。
- 8.2 仲裁員可以在進行初步審查時考慮要求提交文件和資料。

第 9 條 — 初步審查

- 9.1 除非仲裁員另有決定或各方當事人同意，否則仲裁員必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天內或作出提交文件和資料的要求之日起計 7 天內（視乎案件而定），進行初步審查，要求各方當事人向仲裁員及另一方當事人提交仲裁員認為會幫助他作出裁決的額外文件和資料。除非仲裁員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。仲裁員有權決定在初步審查會議（如有）以書面、錄音及/ 或錄像進

行記錄。

- 9.2 除非仲裁員另有指明或各方當事人同意，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，向另一方當事人提供初步審查要求的資料陳述及文件的副本。同時，有關當事人亦須備足夠副本，以使仲裁員和香港仲裁公會都各有一份。除非仲裁員另有命令，否則各方當事人在初步審查下提交文件和資料後，不得提交任何其他文件或資料。

第 10 條 — 聆訊

- 10.1 若爭議金額為港幣\$250,000 或以下，除非當事人或香港仲裁公會另有同意，仲裁將會以“只審理文件”的方式進行，不會進行聆訊，本規則第 10.6 - 10.10 款則不適用。
- 10.2 若爭議金額超過港幣\$250,000，除非仲裁員另有決定，否則仲裁員須訂立聆訊日期，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員的書面命令或書面指示，仲裁員仍可進行聆訊。此權力對單方之聆訊仍然有效。
- 10.4 如果按本規則而收到通知後，其中一方當事人在沒有充份理由的情況下未能按本規則(包括仲裁員的命令)作出陳述或出席聆訊，仲裁員有權按照已收到的文件去處理案件，並在不進行聆訊的情況下作出裁決。

- 10.5 當事人的陳詞（如有）必須在提供初步審查要求的資料陳述之日起計的 7 日內送交另一方當事人。同時，有關當事人亦須備足夠副本，以使仲裁員和香港仲裁公會都各有一份。
- 10.6 除非仲裁員另有決定，否則當事人必須親身出席聆訊。如收到當事人的申請，仲裁員有絕對酌情權決定聆訊是否只以視像、電話、互聯網或文件的方式進行。
- 10.7 除非當事人或香港仲裁公會另有同意，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 仲裁員有權以書面、錄音及/ 或錄像記錄聆訊。
- 10.9 除非仲裁員另有決定，否則聆訊次序如下：
- (a) 申索人作出陳詞 (不多於 1 個小時)；
 - (b) 答辯人作出陳詞 (不多於 1 個小時)；
 - (c) 仲裁員向當事人作出查問 (不多於 3 個小時)。仲裁員可行使完全酌情權，決定向各方查究所需的時間。
 - (d) 答辯人作出答覆 (不多於 30 分鐘)；
 - (e) 申索人作出答覆 (不多於 30 分鐘)。
- 10.10 除非仲裁員另有決定，當事人應根據聆訊次序輪流作出陳詞。

第 11 條 — 委任仲裁員

- 11.1 申索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7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，香港仲裁公會將有完全酌情權去委任仲裁員，並向申索人及答辯人發書面通知確認有關的委任。
- 11.2 香港仲裁公會發出書面確認後，仲裁員的委任便即時生效。
- 11.3 除非各方當事人及香港仲裁公會另有同意，仲裁員人數為一名。

第 12 條 — 仲裁員須披露的事宜

- 12.1 根據本規則委任的仲裁員，執行仲裁職務時必須秉持持平及獨立的原則。
- 12.2 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他所知悉可能在仲裁程序中提交證人供詞及/或專家供詞的人之間，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，可能會令他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) 該等關係或情況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。

12.3 規則第 12.2 條訂明，仲裁員有責任披露可能妨礙他作出客觀公平的決定的利益、關係或情況。這項披露責任是須持續履行的責任，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，如因有關程序而產生、記起或得知任何該等利益、關係或情況，都必須予以披露。

12.4 準仲裁員及/ 或仲裁員根據規則第 12.2 及 12.3 條向香港仲裁公會披露的資料，香港仲裁公會會通知當事人，除非準仲裁員拒絕接受委任，或仲裁員在知悉有任何利益、關係或情況可能妨礙他在仲裁程序中作出客觀公平的決定後，即自願退出仲裁程序，又或香港仲裁公會把仲裁員撤換，則作別論。

12.5 在不違反規則第 12.2 及 12.3 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 13 條 — 香港仲裁公會對仲裁員的質疑及撤換

13.1 仲裁員如有利益衝突或存有偏見，香港仲裁公會可應當事人的要求或主動撤換仲裁員。

13.2 如對仲裁員有質疑，不論是聲稱仲裁員存有偏見、難以公正持平或其他原因，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。香港仲裁公會會作出判斷。

- 13.3 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7日內，或在其獲悉或理應獲悉引起質疑的情況後7日內，向香港仲裁公會提交質疑通知。
- 13.4 香港仲裁公會有絕對酌情權去決定質疑通知的接納性，並在同一時間考慮質疑的可取之處。如根據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，或其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。
- 13.5 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 14 條 — 仲裁的進行

- 14.1 以第 18.1 條為限，一方當事人向仲裁員提供任何文件和資訊時，應同時提供給其他各方和香港仲裁公會。
- 14.2 經與當事人商議，仲裁員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于當事人，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立即向當事人披露這類情況，除非其已告知當事人。

- 14.3 仲裁員和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。
- 14.4 對於本規則未明確規定的事項，香港仲裁公會、仲裁員及當事人應按本規則的精神行事。
- 14.5 仲裁員應盡合理努力確保裁決有效。
- 14.6 不論情況如何，仲裁員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理據、提出理由和提供證據。
- 14.7 仲裁員或香港仲裁公會可在仲裁開始後任何時間，要求當事人提供代表的授權證明。
- 14.8 除非各方當事人同意或香港仲裁公會另有決定，各方當事人不得委派法律代表代替其在仲裁中行事。

第 15 條 — 仲裁地

- 15.1 當事人可約定仲裁地。若未有約定，仲裁地則為香港，除非仲裁員基於案件情況認為另一仲裁地更為合適。

第 16 條 — 仲裁員解釋本規則的權限

- 16.1 在仲裁進行中，仲裁員有權解釋和決定本規則所有條文的適用範圍。仲裁員所作的解釋為最終解釋，並對當事人具有約束力。

第 17 條 — 仲裁程序

- 17.1 仲裁員就爭議進行仲裁和作出裁決時，須以當事人所提交的文件及所提供的證據為依據。仲裁員有權限制各方提交的文件及所提供的證據，亦會決定有關的文件及證據是否與爭論點及仲裁結果有關。仲裁員有權拒絕任何與爭論點及仲裁結果無關的文件及證據。
- 17.2 各方當事人須各自為支持己方的申索或回應或反申索(如有) 或反申索回應(如有)的事實承擔舉證責任。
- 17.3 仲裁員應決定證據的可接納性、相關性、重要性及分量性，包括決定是否採用嚴格的證據法規則。
- 17.4 在仲裁過程中，仲裁員可隨時允許或要求當事人提交仲裁員認為與仲裁相關並對仲裁結果有重要影響的文件或其他證據。仲裁員有權接納或拒絕接納任何文件或其他證據。
- 17.5 經與當事人商議，仲裁員可以指定一名或數名專家。仲裁員有絕對酌情權要求各方當事人負責仲裁員指名的專家的費用。仲裁員可私下會見其指定的專家。專家應就仲裁員所需決定的特定問題，向仲裁員作出書面報告。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、物品或房地產供其檢驗。
- 17.6 如基於案件情況需要，仲裁員可命令為聆訊中（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 仲裁員可行使完全酌情權，要求任何一方當事人在聆訊中（如有）提交更多資料、書面陳述或文件。
- 17.9 在不損害上述規定及基於仲裁的情況下，仲裁員擁有權力及/ 或權限去：
- (a) 作出任何濟助或補救；
 - (b) 進行仲裁員認為必要或適當的審查；
 - (c) 命令當事人提供任何財產或物件，以供仲裁員在當事人面前檢查；
 - (d) 命令當事人向仲裁員及另一方當事人提交及提供由他管有、保管或擁有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，而即使他盡其合理的努力，也無法取得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，而即使他盡其合理的努力，也無法取得披露所需資料的同意；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“不自我指控權”或

“法律專業保密權”的權利；

- (e) 接納並考慮任何仲裁員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員的書面命令或書面指示，或未能或拒絕行使陳述理據的權利，仲裁員仍可進行仲裁並作出裁決。

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

17.11 在得到香港仲裁公會之同意後，仲裁員有權力去延長本規則所定立的期限。

17.12 仲裁員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本規則下的仲裁協議所約束。若爭議涉及多過兩方的當事人，香港仲裁公會將有權因應情況修訂本規則。

17.13 除非各方當事人及香港仲裁公會另有同意，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 — 當事人與仲裁員之間的通訊

18.1 當事人不得直接與仲裁員通訊。任何一方當事人與仲裁員之間的所有通訊，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員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索人或答辯人發出的書面通訊，均須以申索人或答辯人所表明的方式發出。如沒有指明，則可以傳真發送(須以傳真確認書為證明)，或透過郵遞或速遞服務送交(須預付郵費和認收)，或以電子方式經互聯網傳送(須提供傳送記錄)。

第 19 條 — 裁決

- 19.1 除非仲裁員獲得香港仲裁公會或當事人同意，仲裁員須在聆訊日期（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。
- 19.2 除非當事人另有同意，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為最終決定及具有約束力。只要可以有效放棄，當事人和如此申索者應視為放棄就裁決的執行和履行要求任何救濟或提出任何異議的權利。
- 19.3 當事人承諾不遲延地履行仲裁員作出的任何裁決或命令。
- 19.4 裁決應簡明地說明其所依據的理由，除非各方當事人約定無須說明理由。
- 19.5 裁決應由仲裁員簽署。裁決應載明作出裁決的日期和依本規則第 15 條而確定的仲裁地。裁決應視為在仲裁地作出。
- 19.6 任何因仲裁員未能於裁決簽署之爭議將不會阻礙裁決的有效性或可執行性。

- 19.7 任何因未能符合本規定的時間限制而引起的爭議將不會阻礙裁決的有效性或可執行性。
- 19.8 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。仲裁員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。
- 19.9 除裁決被留置的情況外，仲裁員應將由仲裁員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。
- 19.10 除非當事人及香港仲裁公會另有同意，裁決應以英文草擬。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 20 條 — 因和解或其他原因終止仲裁

- 20.1 若在裁決作出前，當事人和解了結爭議，仲裁員應發出終止仲裁的命令；或者，經各方當事人申請和仲裁員認可，以裁決方式紀錄當事人同意的和解條款。在這類裁決中，仲裁員無須說明理由。
- 20.2 若在裁決作出前，因第 20.1 款以外的任何原因，不再需要或不再可能繼續仲裁，仲裁員應發出終止仲裁的命令。當事人應有合理的機會就建議的步驟發表意見。除非當事人有合理的機會就此提出合理的反對意見，仲裁員應發出此項命令。
- 20.3 仲裁員應將由仲裁員簽署的終止仲裁的命令或載有

和解條款裁決的複本送交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 19.2、19.3、19.5、19.6、19.7、19.8 和 19.9 款則適用。

第 21 條 — 更正裁決

- 21.1 在接獲裁決後 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，要求仲裁員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。
- 21.2 仲裁員可在接獲更正要求後 1 個月內作出任何其認為適當的更正。如有需要，仲裁員可延長此期限。
- 21.3 仲裁員可在裁決作出後 1 個月內主動更正裁決。
- 21.4 若因(a)依第 22 條作出了對裁決任何一點或一部分的解釋；或(b)依第 23 條作出了補充裁決，而有必要更正裁決，仲裁員有權進一步更正裁決。
- 21.5 更正應用書面形式作出，而第 19.2、19.3、19.5、19.6、19.7、19.8 和 19.9 條的規定均適用。

第 22 條 — 裁決的解釋

- 22.1 在接獲裁決後 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，要求仲裁員對裁決作出解釋。另一方當事人可在 7 天內就此提出意見。

- 22.2 仲裁員應在接獲解釋裁決的要求後 1 個月內，以書面形式作出其認為適當的解釋。如有需要，仲裁員可延長此期限。
- 22.3 若因(a)依第 21 條更正了裁決中的錯誤，或(b)依第 23 條作出了補充裁決，而有必要解釋裁決，仲裁員有權進一步解釋裁決。
- 22.4 依第 22 條作出的解釋構成裁決的一部分，而第 19.2、19.3、19.5、19.6、19.7、19.8 和 19.9 條的規定均適用。

第 23 條 — 補充裁決

- 23.1 在接獲裁決後 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員作出有關在仲裁過程中已提出而裁決中遺漏的申索的補充裁決。另一方當事人可在 7 天內就此提出意見。
- 23.2 若仲裁員認為補充裁決的要求合理，則應在接獲要求後 1 個月內作出補充裁決。如有需要，仲裁員可延長此期限。
- 23.3 若因(a)依第 21 條更正了裁決中的錯誤，或(b)依第 22 條作出了對裁決任何一點或一部分的解釋，而有必要補充裁決，仲裁員有權進一步補充裁決。
- 23.4 當補充裁決作出時，第 19.2、19.3、19.5、19.6、19.7、19.8 和 19.9 條的規定均適用。

第 24 條 — 保密

- 24.1 除非仲裁員、香港仲裁公會及當事人書面同意或司法程序所合法規定強制公開，否則當事人及仲裁員(不論在司法程序上或各方當事人的正常業務上)不得向當事人及其代表、仲裁員、香港仲裁公會及進行仲裁程序所必須的任何人士以外之人士，披露、轉交、交出或以其他方式使用當事人或仲裁員在仲裁過程中取得或披露的任何狀書、陳詞、文件、通訊、意見、提議、建議、要約、承認的事情或其他資料。曾經進行、繼續進行或已結束仲裁一事，則無須視為機密。
- 24.2 除非仲裁員、香港仲裁公會及當事人書面同意，任何人都不得將裁決、決定或判決公開或使其被公開，不論當事人的身分或可辨認的資料是否已被隱藏。

第 25 條 — 免除法律責任

- 25.1 香港仲裁公會、其指定去施行本規則訂明職責的組織或個人，以及香港仲裁公會的職員、仲裁員、仲裁員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。
- 25.2 如因根據本規則進行仲裁而招致任何法律責任，而該等責任涉及與此有關連或因此而引起或在任何方面與此有關的作為或不作為，則不論是否涉及疏忽，各方當事人均須共同及個別地免卻和解除香港

仲裁公會、其職員和代表及仲裁員及仲裁員的秘書及助理仲裁員該等責任，並對他們作出彌償，除非是欺詐或不誠實的作為或遺漏。

- 25.3 裁決一旦作出，且依第 21 至 23 條更正、解釋或補充裁決的期限已過或者已全部完成，香港仲裁公會、仲裁員、仲裁員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 26 條 — 上訴

- 26.1 《仲裁條例》(第 609 章) 附表 2 第 2、3、4、5、6 及 7 將不適用。
- 26.2 在不違反規則第 26.1 條規定的情況下，就裁決提出上訴、提出將裁決作廢、對裁決提出異議或反對執行裁決，上訴一方同意追討因上訴而招致、引起及 / 或導致的訟費，上限為港幣 25,000 元。

第 27 條 — 審理終結

- 27.1 若仲裁員確信當事人已有合理機會陳述其案，仲裁員應宣佈審理終結。此後，當事人不得再提出任何陳述、論證或證據，除非仲裁員依規則第 27.2 條重新開始審理。
- 27.2 若認為因特殊情況而有必要，仲裁員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。

第 28 條 — 仲裁費

- 28.1 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(香港仲裁公會有絕對酌情權決定)繳交附表所載的仲裁費。
- 28.2 所有仲裁費應以港幣繳付，而以第 28.4 條及第 28.5 條為限，所有仲裁費用一經向香港仲裁公會繳付將不被退還。
- 28.3 除非香港仲裁公會另有同意，否則申索人必須在遞交仲裁通知書的同時支付仲裁費的全數及答辯人必須在遞交回應書的同時支付仲裁費的全數。
- 28.4 仲裁員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。若各方當事人已繳付仲裁費的全數，仲裁員裁定無須支付仲裁費的一方將在裁決作出後 14 日內收到該方當事人已繳付的仲裁費。
- 28.5 除非香港仲裁公會另有決定，若在申索人遞交仲裁通知書後 14 日內及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員申請以裁決方式紀錄當事人同意的和解條款，申索人將收到申索人已繳付的仲裁費。
- 28.6 香港仲裁公會可決定及提供場地進行聆訊（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。

- 28.7 申索及反申索的金額將被合計去計算爭議金額。利息索償不被計算在爭議金額內。但若果利息索償的金額多於原本索償金額，利息索償將單獨地被計算為爭議金額。
- 28.8 若爭議金額不能確定，香港仲裁公會將因應情況決定仲裁費。
- 28.9 若爭議的當事人多過兩方，香港仲裁公會將因應情況決定仲裁費。
- 28.10 若在爭議金額為港幣\$250,000 或以下的情況下進行聆訊，或在爭議金額為超過港幣\$250,000 的情況下聆訊時間更改為超過一天，香港仲裁公會將因應情況決定仲裁費。
- 28.11 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時，以香港上海滙豐銀行公佈的匯率折算成港幣。
- 28.12 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 29 條 — 本規則涵蓋範圍以外的事宜

- 29.1 有關本規則涵蓋範圍以外的事宜，仲裁員可採取他認為適當及可以迅速及快捷地解決爭議的措施。

第 30 條 — 棄權

30.1 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）的規定或其引發的要求行事，但仍繼續仲裁而未立即提出異議的，應視為已放棄提出異議的權利。

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，以英文本為準。

附表

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(根據規則第 28 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(根據規則第 28 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(根據規則第 28 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(根據規則第 28 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(根據規則第 28 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(根據規則第 28 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(根據規則第 28 條規定由爭議各方支付)。

