

Maritime Law Association of Australia & New Zealand Arbitration Rules

(Effective 1 July 2007)

Introduction

1. The object of these Rules is to provide a dispute resolution procedure which is expeditious, flexible and cost effective.

Definitions

2. In these Rules, unless the contrary intention appears:

“Arbitration” means an arbitration conducted:

- a) in Australia which concerns a dispute to which:
 - i) the Commercial Arbitration Act of a State or Territory applies; or
 - ii) the International Arbitration Act 1974 (Cth) applies;
- b) in New Zealand to which the relevant part of the Arbitration Act 1996 (NZ) applies to domestic or international arbitrations respectively;

“Arbitrator” means an original or substitute Member appointed as arbitrator under these Rules;

“Association” means The Maritime Law Association of Australia and New Zealand Limited (ACN 054 763 923);

“Member” means a person included on the Association’s panel of arbitrators in force at the time of the appointment;

“President” means the president for the time being of the Association or any person acting as president with authority of the Association;

“Tribunal” includes a sole Arbitrator, a tribunal of two or more Arbitrators, and an umpire.

Application of Rules

3. These Rules apply to Arbitrations commenced on or after 1 March 2007 whenever a dispute is referred to Arbitration under these Rules.

Commencement (Single Arbitrator)

4. Rules 5 – 7 apply where the parties have agreed that any reference shall be to a sole Arbitrator.
5. A party wishing to refer a dispute to Arbitration (the 'Claimant') shall deliver to the opposing party (the 'Respondent') a notice in writing containing a short statement of the nature of the dispute and the claims made, referring the dispute to Arbitration and nominating an Arbitrator.
6. Unless an agreed sole Arbitrator has been appointed within fourteen days of the Claimant's notice referred to in Rule 5, the Claimant shall deliver to the President and deliver to the Respondent in copy, a written request for the appointment of a sole Arbitrator, containing the names and addresses of the parties to the dispute and a short statement of the nature of the dispute and the claims made. Within fourteen days of receiving that written request the President shall appoint a sole Arbitrator.
7. The delivery of a notice in writing under Rule 5 shall constitute the commencement of the Arbitration.

Commencement (Two or more Arbitrators)

8. Rules 9 – 13 apply where the parties have agreed that any reference shall be to two or more Arbitrators.
9. A party wishing to refer a dispute to Arbitration (the 'Claimant') shall appoint an Arbitrator and deliver to the opposing party (the 'Respondent') a notice in writing containing a short statement of the nature of the dispute and the claims made, referring the matter or dispute to Arbitration and advising the Respondent of the appointment of that Arbitrator.
10. Within fourteen days of receiving the notice referred to in Rule 9 the Respondent shall appoint a second Arbitrator and deliver to the Claimant a notice in writing advising the Claimant of the appointment of that Arbitrator.
11. Unless a second Arbitrator has been appointed within the fourteen day period stipulated in Rule 10, the Arbitrator appointed by the Claimant shall act as sole Arbitrator .
12. If a second Arbitrator is duly appointed, the Arbitrators so appointed may appoint a third Arbitrator and if the agreement between the parties so requires, shall do so.
13. The delivery of a notice in writing under Rule 9 shall constitute the commencement of the Arbitration.

Impartiality

14. An Arbitrator shall act impartially and in such a manner that the object of these Rules is met.

Jurisdiction, Powers and Indemnity

15. The Tribunal constituted under these Rules shall exercise the jurisdiction and have all of the powers set out in the relevant legislation governing the Arbitration.
16. The President and the Association (including its officers and employees) shall not be liable to any party for any act or omission (including negligence) in connection with an Arbitration.

Tribunal's Fees

17. The fees and expenses payable to the Tribunal, including any interim fees and expenses shall be agreed by the Tribunal and the parties to the Arbitration. In the event that they are not agreed, the Tribunal shall be entitled to payment of all reasonable fees and expenses.
18. The Tribunal's fees and expenses are the joint and several responsibility of the parties to the Arbitration, unless otherwise ordered by the Tribunal.

Preliminary Meeting

19. As soon as practicable after its appointment, the Tribunal shall convene a preliminary meeting of the parties to the Arbitration.
20. The object of the preliminary meeting is to secure agreement so far as possible on the conduct of the Arbitration generally and for the Tribunal to make any directions as it considers fit. The Tribunal may convene as many further meetings and make as many amended or additional directions as the circumstances require.
21. In making any directions, the Tribunal may have regard to the following:
 - (a) the representation of the parties;
 - (b) the language to be used in the Arbitration;
 - (c) the exchange of statements of contentions of fact and law in relation to claims, defences, set-offs or cross-claims;
 - (d) the disclosure of all documents which advance or are injurious to any party's case;
 - (e) the exchange of any witness statement or outline;
 - (f) the exchange of any expert's report;
 - (g) the recording of the hearing and the provision of transcript;
 - (h) the securing of the fees and expenses of the Tribunal and their payment from time to time.

Award

22. The Tribunal's Award, whether interim, interlocutory, partial, or final, shall comply with relevant statutory requirements as to form and content.
23. The award and the Tribunal's reasons will remain confidential to the parties, but a summary of the award and reasons, omitting the name of any party, any parties' employees and agents, and any vessel, may be submitted by the Tribunal to MLAANZ for publication.

Settlement

24. If the Arbitration is settled or otherwise terminated, the Claimant shall:
 - (a) Notify the Tribunal immediately;
 - (b) Inform the Tribunal of the parties' agreement as to the manner in which payment will be made on any outstanding fees and expenses of the Tribunal, unless otherwise agreed by the parties and the Tribunal;
 - (c) Pay the fees and expenses of the Tribunal within 28 days of presentation of an account by the Tribunal, unless otherwise agreed by the Parties and the Tribunal.

Delivery

25. All documents required to be delivered may be effectively delivered, by sending such documents by facsimile or electronically:
 - (a) To the representative of a party; or
 - (b) Where a party is not represented, to the party.