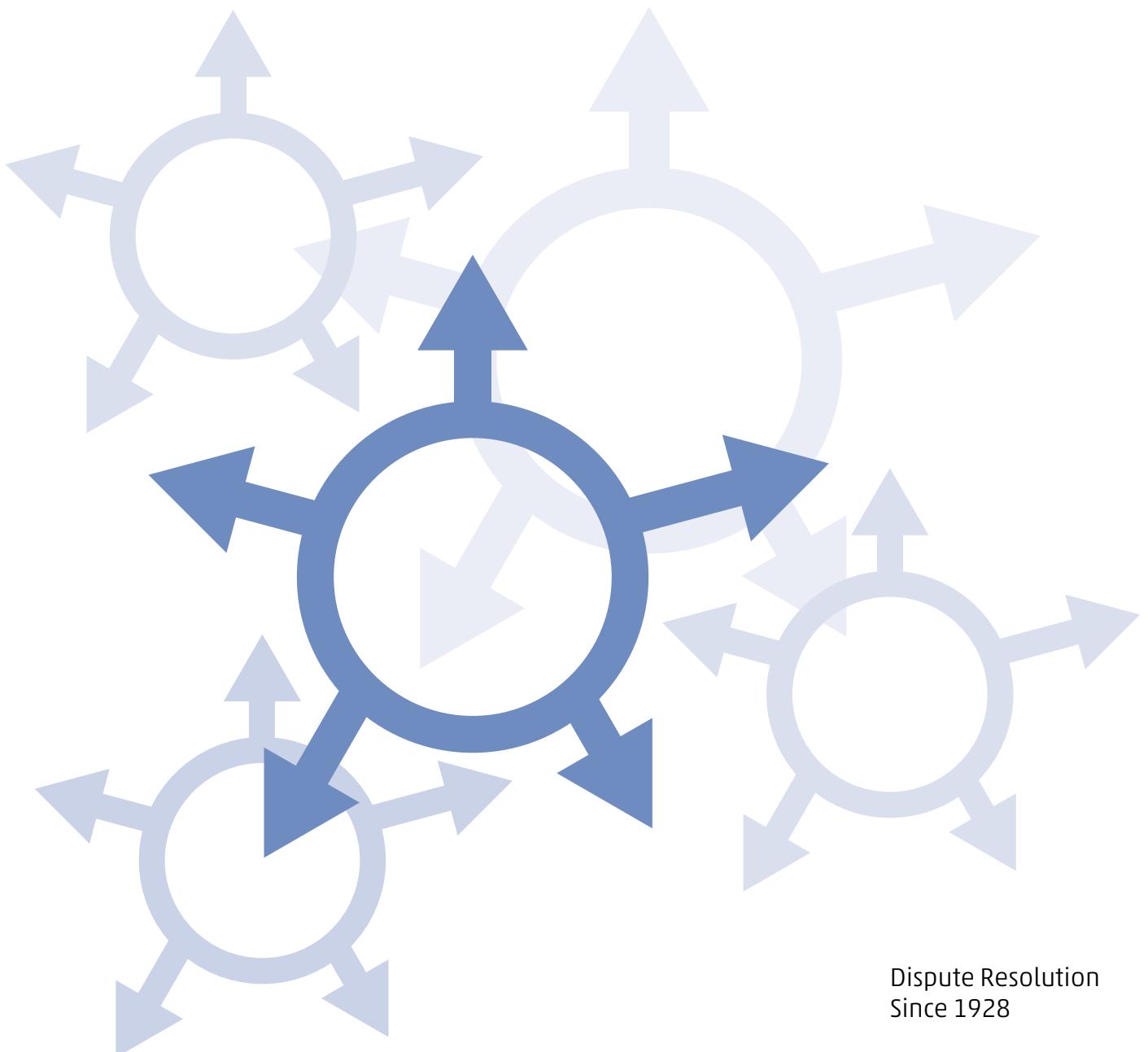




LJUBLJANA  
ARBITRATION CENTRE  
AT THE CHAMBER OF COMMERCE  
AND INDUSTRY OF SLOVENIA

# ARBITRATOR'S GUIDELINES

June 2015



Dispute Resolution  
Since 1928

The Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia (the LAC) has adopted the LAC Arbitrator's Guidelines (the Guidelines), to serve as a practical tool and source of information to arbitrators when conducting proceedings under the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia (the Ljubljana Arbitration Rules). These Guidelines include information which may serve as a blueprint to the Arbitral Tribunal on how to successfully conduct arbitral proceedings; they also include the manner in which the Board and the Secretariat determine the costs of arbitration and make other decisions during proceedings.

The Guidelines also include a LAC sample procedural timetable (Appendix 1) and a LAC Model Award (Appendix 2).

The Guidelines are to be used as a source of information only and are not intended and should not be treated as additional arbitration rules.

**Ljubljana Arbitration Centre  
at the Chamber of Commerce and Industry of Slovenia**  
Dimičeva ulica 13, 1504 Ljubljana, Slovenia

**[www.sloarbitration.eu](http://www.sloarbitration.eu)**

**Secretariat:**

t: +386 1 58 98 180

f: +386 1 58 98 400

[arbitraza.lj@gzs.si](mailto:arbitraza.lj@gzs.si)

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# ABOUT THE LAC

The Ljubljana Arbitration Centre is an autonomous arbitration institution that operates at the Chamber of Commerce and Industry of Slovenia (the CCIS) but is independent from it. The LAC has been administering fast and efficient resolution of domestic and international disputes since 1928, thus representing the central arbitration institution in Slovenia.

The LAC administers the resolution of domestic and international disputes through arbitration, mediation, conciliation and other forms of alternative dispute resolution, in accordance with its own rules and with the rules and procedures agreed on by the parties involved. The LAC is composed of the Board and the Secretariat.

Within the scope of individual proceedings, the Board adopts decisions within its jurisdiction, in accordance with the Ljubljana Arbitration Rules or other rules of the LAC agreed on by the parties. The Board consists of the Chairperson, the Vice-Chairperson and five members. The Board is appointed by the Board of Directors of the CCIS for a four-year-term.

The Secretariat carries out day-to-day case management, supervises the efficiency of the proceedings and the work of the arbitrators, and performs other tasks, thus providing support and organising the resolution of disputes. Within the scope of individual proceedings, the Secretariat adopts decisions within its jurisdiction, in accordance with the Ljubljana Arbitration Rules or other rules of the LAC agreed on by the parties.

For more information on the LAC please visit [www.sloarbitration.eu](http://www.sloarbitration.eu).

# NOTICE TO THE ARBITRAL TRIBUNAL

## Communication

The Arbitral Tribunal shall copy all notices and communications to the LAC. In order to make the proceedings as effective and economic as possible, the Arbitral Tribunal is advised to use e-mail as a means of communication with the parties and the LAC. It is important that the manner and the means of communication between the parties and the Arbitral Tribunal are determined at the outset of arbitration (usually in the Tribunal's first procedural decision). All notices and communications addressed to the LAC in the electronic form are to be sent to the following e-mail address: [arbitraza.lj@gzs.si](mailto:arbitraza.lj@gzs.si).

## Impartiality, Independence and Availability

Arbitrators may only accept the appointment if they are confident that they will be able to perform their duties impartially, independently and without undue delay. In addition they shall accept the appointment only if they are fully satisfied that they are competent to determine the issues in dispute, and possess an adequate knowledge of the language of the proceedings. Arbitrators shall remain impartial and independent and maintain also an appearance of impartiality and independence. In their statement to the parties and the LAC, arbitrators shall disclose any circumstances which may give rise to justifiable doubts as to their impartiality or independence. Where any such circumstances arise during the course of the proceedings, arbitrators shall immediately inform the parties, other arbitrators and the LAC in writing.

Throughout the proceedings, arbitrators shall refrain from any acts which could give the parties cause to doubt their impartiality or independence. During the course of proceedings arbitrators are prohibited from having separate contacts with one of the parties or their representatives, which includes meetings, telephone conversations, e-mail messages or any other means of communication in connection with the matter in dispute. Arbitrators shall immediately disclose each new circumstance arising during the course of the proceedings which could give rise to justifiable doubts as to the arbitrator's impartiality or independence.

The arbitrators should be guided by the [IBA Guidelines on Conflicts of Interest in International Arbitration](#), which include general standards and examples of circumstances arbitrators should disclose in connection with impartiality and independence.

In order to fulfil their duties without undue delay, the arbitrators need to be available throughout the course of the proceedings. Arbitrators shall consider their availability as one of their fundamental ethical guidelines, and incorporate it into their professional conduct towards the parties.

## Procedural Timetable

After the file has been transmitted to the Arbitral Tribunal, the Tribunal shall promptly establish a procedural timetable for the conduct of the proceedings. Prior to the establishment of the procedural timetable, the Arbitral Tribunal shall consult with the parties. By way of the procedural timetable the Arbitral Tribunal, above all, sets the time limits for the submission of the Statement of Claim and the Statement of Defence, as well as any further written submissions, the date(s) of the hearing, the date by which the Arbitral Tribunal shall make the final award, and any other particulars it deems necessary. The Arbitral Tribunal shall communicate the procedural timetable and any amendments made thereto to the parties and the LAC.

The purpose of the procedural timetable is to set a clear time frame at the beginning of the proceedings, which contributes to a more efficient planning and consequently to a faster conduct of the proceedings. A well prepared timetable is of key importance to an efficient and well conducted arbitration. From the onset of proceedings, the Arbitral Tribunal shall strive to render the final award no later than nine months (six months in case of expedited arbitral proceedings) from the date on which the file is transmitted to it. Exceeding the time limit for rendering the final award may be considered as grounds for setting aside of the award.

The arbitrators are advised to use the LAC sample procedural timetable (Appendix 1).

## **Efficient Conduct of the Arbitration**

The Arbitral Tribunal shall conduct the arbitration in accordance with the Ljubljana Arbitration Rules and the agreement of the parties, while at the same time avoiding unnecessary costs and delay, and providing a fair and efficient process for resolving the dispute.

Under the principle of cost-effectiveness, the Arbitral Tribunal shall ensure that no unnecessary costs or disproportionately high costs considering the amount in dispute arise during the proceedings. The Arbitral Tribunal shall also make sure that unnecessary delays are avoided while conducting procedural actions.

When setting time periods, the Arbitral Tribunal shall take into account the requirement to conduct the arbitration in an expeditious and cost-effective manner, while at the same time ensuring that the parties are treated equally and that each party is given a reasonable opportunity to present its case at an appropriate stage of the proceedings.

It is important that the Arbitral Tribunal, at the outset of proceedings, reaches an agreement with the parties, or renders a decision after consultation with the parties, on the key issues regarding the conduct of the arbitral proceedings and the actions of the parties. To that effect, the Arbitral Tribunal may hold a preparatory meeting with the parties to discuss the issues to be included in the first procedural order, the purpose of which is usually to determine the course of proceedings. The procedural timetable usually forms part of the first procedural order.

The Arbitral Tribunal is welcome to use the following framework when conducting a preparatory meeting.

### **Preparatory Meeting Agenda**

[Claimant] vs. [Respondent], at [venue] on [date]

- a. the Chairperson opens the meeting
- b. introduction of the parties to the proceedings – representatives of the parties and their counsel
  - verification of the names and addresses of the parties, and provision of any changes to other similar information which might have occurred
- c. potential (procedural) issues to be addressed if they have not been dealt with by the parties
  - the seat of the arbitration
  - the language of the proceedings
  - any issues as to the appointment of the Arbitral Tribunal
  - any issues as to the jurisdiction of the Arbitral Tribunal
- d. procedural timetable (see Appendix 1)
- e. the bifurcation of the proceedings
- f. written submissions
  - the number and sequence of submissions
  - any translations required
  - copies of documents
- g. evidence
  - production of evidence
  - questioning of witnesses and their statements
  - questioning of expert witnesses presented by the parties, and their statements
- h. the expected conduct of the parties
  - confidentiality

- communication between the parties and the Arbitral Tribunal – means of communication and addresses to be used for the service of documents
  - numbering of written submissions and items of evidence
- i. appointment of the administrative secretary to the Arbitral Tribunal
- j. arrangements for hearings
  - keeping of record
  - translations of written documents
  - interpretation of oral testimony
- k. any other matters

## **Confidentiality**

Unless otherwise expressly agreed by the parties, arbitrators shall maintain the confidentiality of the proceedings, the award, and other decisions of the Arbitral Tribunal. Arbitrators shall also maintain the confidentiality of information received during the proceedings.

## **Administrative Tasks of the Arbitral Tribunal**

The Arbitral Tribunal should maintain good management of the proceedings and ensure that all administrative, technical and organisational tasks necessary for the successful conduct of proceedings are performed.

The LAC may advise the Arbitral Tribunal and the parties and assist in obtaining technical and organisational services (rental of premises for hearings, rental of technical equipment, provision of record-keeping services, recording, translation or interpretation services, etc.) necessary for conducting the proceedings. The Arbitral Tribunal should inform the Secretariat in good time that such services are needed. If the services are provided by the LAC, the Arbitral Tribunal/parties are charged for them in accordance with the price list of the LAC.

## **The Arbitral Tribunal's Administrative Secretary**

The Arbitral Tribunal may appoint an administrative secretary for the organisation and implementation of administrative and technical tasks. Prior to the appointment of an administrative secretary, the Arbitral Tribunal shall inform the LAC thereof. The LAC shall thereafter inform the parties of the intended appointment and invite them to give their consent. If the parties disagree with the appointment, the Arbitral Tribunal may not appoint the administrative secretary.

The administrative secretary provides assistance to the Arbitral Tribunal or its Chairperson in performing the administrative and technical tasks necessary for conducting the proceedings. The administrative secretary shall be impartial and independent. The administrative secretary shall sign a statement in which he or she shall disclose any circumstances which may give rise to justifiable doubts as to his or her impartiality or independence.

The fee of the administrative secretary is borne by the Arbitral Tribunal and is covered from the Arbitral Tribunal's fees.

The administrative secretary's expenses are borne by the parties. The rules regarding who bears the expenses of the Arbitral Tribunal apply *mutatis mutandis* to the expenses of the administrative secretary.

The Arbitral Tribunal shall include the expenses of the administrative secretary in the final award, the award on agreed terms, or the order for the termination of the proceedings.

## **Archives**

The Arbitral Tribunal shall safekeep all documents relating to the case for at least one year after rendering the award.

# COSTS OF THE ARBITRATION

The costs of the arbitration include (Article 45 of the Ljubljana Arbitration Rules)<sup>1</sup>:

- the fees of the Arbitral Tribunal;
- the administrative fee of the LAC; and
- the expenses of the Arbitral Tribunal and the LAC.

The basis for determining the cost of the arbitration is the amount in dispute, which (in accordance with the Ljubljana Arbitration Rules) is determined as the aggregate value of all claims, counterclaims and set-off claims. However, set-off claims are included in the amount in dispute only if their consideration would significantly increase the Arbitral Tribunal's workload. If the amount in dispute changes during the course of the proceedings the Arbitral Tribunal shall immediately inform the Secretariat thereof.

The LAC's website ([www.sloarbitration.eu](http://www.sloarbitration.eu)) contains a provisional cost calculator.

Two weeks before the rendering of the final award, at the latest, the Arbitral Tribunal shall notify the Secretariat of the Arbitral Tribunal's costs and request the Secretariat to finally determine the costs of the arbitration. The Arbitral Tribunal shall include in the final award the costs of the arbitration as finally determined by the Secretariat and specify the individual fees and expenses of each of the arbitrators as well as the administrative fee of the LAC and any other expenses of the LAC.

The parties are jointly and severally liable to the arbitrators and to the LAC for the costs of the arbitration.

## The Fees of the Arbitral Tribunal

As a general rule, the fee of the Chairperson of the Arbitral Tribunal or a sole arbitrator is determined at the median value, in line with the schedule of costs<sup>2</sup> applicable to the amount in dispute.

When determining the fees of the Arbitral Tribunal, the following is taken into account: the diligence and efficiency of the arbitrators, the amount of work performed, the complexity of the case, the efficiency of the conduct of proceedings, and the timeliness in making the award.

The Secretariat may determine a fee that is above the median value, mainly under the following circumstances:

- the subject matter is complex;
- there are multiple Claimants and/or Respondents;
- the procedural difficulties.

The Secretariat may determine a fee that is below the median value, mainly under the following circumstances:

- the amount in dispute is high, but the dispute is of a simple nature.

Each co-arbitrator shall receive 60 per cent of the fee of the Chairperson of the Arbitral Tribunal. After prior consultation with the Arbitral Tribunal, the Secretariat may determine that a different percentage shall apply.

## *Reduced fees of the Arbitral Tribunal*

The Secretariat may, in exceptional cases, depart from the amounts set out in the schedule of costs. In such cases, the fees of the Arbitral Tribunal are lower than the minimum amount resulting from the schedule of costs. The Secretariat usually determines a reduced fee when the final award is rendered without ruling on the merits (the parties settle, the Claimant withdraws the claim, the case is dismissed due to lack of jurisdiction, etc.), or when an arbitrator is successfully challenged or released during the proceedings.

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<sup>1</sup> The costs of the arbitration are determined in more detail in Appendix II of the Ljubljana Arbitration Rules (Schedule of Costs).

<sup>2</sup> Table A, Appendix II of the Ljubljana Arbitration Rules.

When determining the amount of the fee, the Secretariat especially takes into account the stage at which the proceedings terminated and the amount of work put in by the arbitrators. In the event that a challenge to an arbitrator is sustained or the arbitrator is released from appointment, he or she is not usually entitled to any fee.

## Expenses of the Arbitral Tribunal

When requesting the final determination of the costs of arbitration, the Arbitral Tribunal shall also notify the Secretariat of any expenses of the Arbitral Tribunal and attach receipts or invoices. An arbitrator who is registered for VAT purposes shall notify the expenses of the Arbitral Tribunal exclusive of VAT.

The expenses of the Arbitral Tribunal should be reasonable. The Secretariat determines which expenses are to be reimbursed. The Arbitral Tribunal should be reimbursed for the following expenses:

- travel expenses:
  - personal vehicle: EUR 0.37 per kilometre;
  - train: first class;
  - plane: economy class (actual flight less than 6 hours), business class (actual flight more than 6 hours);
- hearing costs (rental of hearing rooms and technical equipment, taking of record, etc.);
  - expenses for holding a hearing at premises where the arbitrator otherwise carries out their ordinary work or business activities may only be reimbursed if the parties have been notified of such expenses in advance and have agreed to their reimbursement;
- interpretation and translation services;
- postal costs, courier costs; and
- expert (fees and other expenses) appointed by the Arbitral Tribunal.

Expenses for room and board in connection with a hearing, deliberations or other meetings, are reimbursed to the arbitrators through their daily allowance.

Other expenses are not reimbursed.

### *Daily allowance*

An individual arbitrator is entitled to a daily allowance in the amount of EUR 200 for each day of hearings, deliberations and other meetings held at a place other than where the arbitrator is domiciled or usually conducts business, and which requires an overnight stay in order to be conducted in a normal fashion.

The daily allowance is intended to cover the following costs:

- hotel,
- meals; and
- local transportation (taxi).

Expenses exceeding the daily allowance will not be reimbursed.

### *Additional technical and organisational services of the LAC*

Whenever the Arbitral Tribunal or the parties request that the LAC organises or performs certain technical and organisational services (rental of premises for hearings, rental of technical equipment, provision of record-keeping services, recording, translation or interpretation services, etc.) necessary for conducting the proceedings, the costs of such services will be invoiced to the Arbitral Tribunal or the parties regularly, as they occur, and in accordance with the price list of the LAC.

## **Administrative Fee of the LAC**

The Secretariat determines the administrative fee of the LAC in line with the schedule of costs<sup>3</sup> applicable to the amount in dispute. The Secretariat may, in exceptional cases, depart from the amounts set out in the schedule of costs. VAT at the applicable rate is charged on the administrative fee of the LAC if the invoiced party is obliged to pay VAT in Slovenia.

Those liable to pay VAT on the administrative fee of the LAC are:

- Slovenian legal entities and natural persons;
- parties from within the EU who are not registered for VAT purposes, e.g. natural persons, state authorities and organisations or local community authorities;
- natural persons, state authorities and organisations, and local community authorities from outside the EU.

Those not liable to pay VAT on the administrative fee of the LAC are:

- legal entities with a registered office within the EU who are registered for VAT purposes (reverse charge mechanism);
- legal entities with a registered office outside the EU who are registered for VAT purposes.

## **Advance on the Costs of the Arbitration**

The Ljubljana Arbitration Rules follow the principle of sufficient coverage and require that the parties pay the advance on the costs of the arbitration. The Secretariat determines the amount to be paid as an advance on costs for each case individually, taking into account the expected costs of arbitration, in line with the schedule of costs and other expected expenses. The underlying principle is that the advance on costs should cover the costs of the arbitration as finally determined in the final award.

The Secretariat monitors the arbitration proceedings for any potential increase in the amount in dispute, which would lead to higher costs of arbitration. If the advance does not suffice to cover the costs of the arbitration the Secretariat may, at the request of the Arbitral Tribunal or of its own motion, order the parties to pay an additional advance.

After the proceedings have concluded any unused amount of the advance is returned to the parties in accordance with their payments.

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<sup>3</sup> Table B, Appendix II of the Ljubljana Arbitration Rules.

# PAYMENT MADE TO THE ARBITRAL TRIBUNAL

After the final award has been rendered, the LAC draws from the advance to pay the arbitrators' fees and reimburse their expenses, and to cover the administrative fee of the LAC.

## Arbitrators who Perform Business Activities as Sole Traders or a Commercial Company

The arbitrator is to issue an invoice for arbitration services to the party or parties who, in accordance with the award, are finally liable for the costs of the arbitration. The invoice should clearly state that it is for reference purposes only and that the party is not obliged to pay it, because the arbitrator is paid by the LAC, for and on behalf of the party, out of the advance on the costs of the arbitration. If the arbitrator as a sole trader or the arbitrator's commercial company is registered for VAT purposes, VAT should be charged on the arbitrator's services. The Arbitral Tribunal's fee, as established in the schedule of costs, does not include VAT, which should be charged on the amount of the fee for an individual arbitrator. Upon their appointment, the arbitrators shall inform the Secretariat of the rate of VAT that is to be charged on their fee.

### *Arbitrators from within the EU who are registered for VAT purposes*

The VAT is charged either by the arbitrator or the recipient of the service (under the reverse charge mechanism), according to Articles 44 and 196 of the Council Directive 2008/8/EC (the VAT Directive).

An arbitrator who invoices a party whose registered office is in the same EU Member State as that of the arbitrator should always charge VAT for arbitration services.

An arbitrator who invoices a party whose registered office is outside the EU need not charge VAT on the invoice for arbitration services (unless the invoice is addressed to natural persons, state authorities and organisations, or local community authorities).

An arbitrator who invoices a party whose registered office is in a different EU Member State as that of the arbitrator should not charge VAT for arbitration services if the party is registered for VAT purposes. In such cases, the reverse charge mechanism applies (Articles 44 and 196 of the VAT Directive) and the party is required to pay VAT in its own Member State. If the party is not registered for VAT purposes (natural persons, state authorities and organisations, and local community authorities), the arbitrator should charge VAT on the invoice for arbitration services (the party pays the VAT of the arbitrator's Member State).

An invoice addressed to a party whose registered office is within the EU and to whom the arbitrator does not charge VAT for arbitration services should include the following clause: »Reverse charge procedure under Article 44 and 196 of the VAT Directive«.

An invoice addressed to a party whose registered office is outside the EU and to whom the arbitrator does not charge VAT for arbitration services should include the following clause: »Export sale of services – outside the scope of (...) VAT Act«.

## Arbitrators who do not Perform Business Activities as Sole Traders or a Commercial Company

The LAC, when disbursing fees and expenses to arbitrators who do not perform business activities as a sole trader or a commercial company, deducts compulsory charges (withheld income tax, pension and disability insurance contributions, health insurance contributions).

The Arbitral Tribunal's fee, as established in the schedule of costs, includes all potential compulsory charges to be deducted upon disbursement. The Arbitral Tribunal's fee, as established in the schedule of costs, paid to an arbitrator who does not perform business activities as a sole trader or a commercial company, represents a »gross gross value« (gross value before all tax and compulsory charges).

# ARBITRAL AWARD

## Elements of an Award

An award shall be made in writing. The Arbitral Tribunal shall state the reasons on which the award is based, unless the parties have agreed that no reasons are to be given. The arbitrators shall sign the award, state the date on which it was made, and indicate the seat of the arbitration.

The Arbitral Tribunal shall include in the final award the costs of the arbitration and specify the individual fees and expenses of each of the arbitrators, as well as the administrative and other costs of the LAC.

When drafting the award, the Arbitral Tribunal is encouraged to use the LAC Model Award (Appendix 2).

## Rendering the final award and time limit

Before signing the final award, the Arbitral Tribunal shall submit a draft of the award to the Secretariat who may comment on the formal aspects of the award. The Arbitral Tribunal shall consider such comments.

The Arbitral Tribunal shall render the final award no later than nine months (six months in case of expedited arbitral proceedings) from the date on which the file is transmitted to the Arbitral Tribunal. For justified reasons, the Board may extend this time limit upon a reasoned request by the Arbitral Tribunal. The Arbitral Tribunal shall file a request with the Board for an extension of the time limit prior to the expiry of the time limit, and provide an explanation as to the status of the case and the reasons for its inability to render the award within the time limit. The Board may also extend the time limit for the rendering of the final award of its own motion.

Exceeding the time limit for rendering the final award may be considered as grounds for setting aside of the award.

## Serving the Arbitral Award

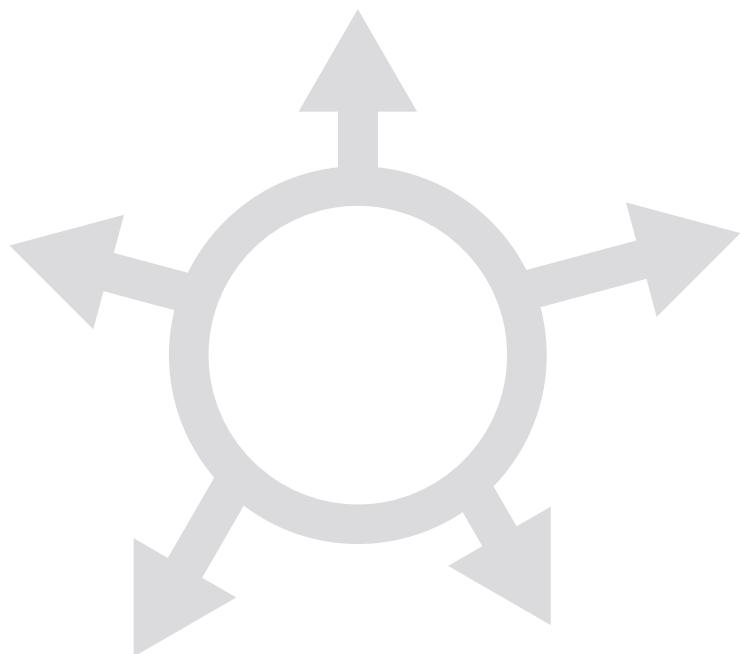
After the rendering of the arbitral award, the Arbitral Tribunal shall, without delay, send the award to the Secretariat in a sufficient number of signed copies (for the LAC, each of the parties and each of the arbitrators). The Arbitral Tribunal should also send the arbitral award to the Secretariat in the electronic form.

The Secretariat shall certify on all copies of the award that the award was rendered under the Ljubljana Arbitration Rules, and then send a copy of the award to each party (and each arbitrator). The LAC retains one copy of the award and proof of service.

## APPENDICES

APPENDIX 1: THE LAC SAMPLE PROCEDURAL TIMETABLE

APPENDIX 2: THE LAC MODEL AWARD



# APPENDIX 1



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## PROCEDURAL TIMETABLE

[venue and date]

Arbitration no. SA 5.6-[x/xxxx] in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia

in the matter between

Claimant: [name,  
address,  
company registration number,  
VAT number,  
contact information (e-mail)]

represented by: [Counsel,  
address,  
contact information (e-mail)]

and

Respondent: [name,  
address,  
company registration number,  
VAT number,  
contact information (e-mail)]

represented by: [Counsel,  
address,  
contact information (e-mail)]

before the Arbitral Tribunal composed of

[name]  
(Chairperson) [address,  
VAT number,  
contact information (e-mail)]

[name]  
(Co-Arbitrator) [address,  
VAT number,  
contact information (e-mail)]

[name]  
(Co-Arbitrator) [address,  
VAT number,  
contact information (e-mail)].

In accordance with Article 25 of the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia (the Ljubljana Arbitration Rules) and prior consultation with the parties the Arbitral Tribunal has established a procedural timetable for the conduct of the arbitration no. SA 5.6-[x/xxxx]:

Date	Claimant	Arbitral Tribunal	Respondent
[date; T]		Transmission of the file to the Arbitral Tribunal	
[date]		Preliminary meeting	
[date]	Statement of Claim		
[date]			Statement of Defence
[date]	Further written submission 1		
[date]			Further written submission 1
[date]	Organizational hearing	Organizational hearing	Organizational hearing
[date]	Statements of witnesses		Statements of witnesses
[date]	Evidentiary hearing	Evidentiary hearing	Evidentiary hearing
[date]	Post-hearing briefs		Post-hearing briefs
[date; T+9/6 months]		Final Award	

## APPENDIX 2



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LJUBLJANA  
ARBITRATION CENTRE  
AT THE CHAMBER OF COMMERCE  
AND INDUSTRY OF SLOVENIA

### **ARBITRATION NO.SA 5.6-[x/xxxx]**

in accordance with

### **ARBITRATION RULES OF THE LJUBLJANA ARBITRATION CENTRE AT THE CHAMBER OF COMMERCE AND INDUSTRY OF SLOVENIA**

in the matter between

Claimant: [name]

vs.

Respondent: [name]

### **[FINAL] AWARD**

Arbitral Tribunal: [name] (Chairperson)  
[name] (Co-Arbitrator)  
[name] (Co-Arbitrator)

## **A. Arbitration Agreement**

The parties conducted [contract] dated [date] containing the following arbitration agreement: [quotation of the entire arbitration agreement(s)].

## **B. Case Information**

Claimant: [name, address, company registration number, VAT number, contact information (e-mail)]

Claimant's Representative: [Counsel, address, contact information (e-mail)]

Respondent: [name, address, company registration number, VAT number, contact information (e-mail)]

Respondent's Representative: [Counsel, address, contact information (e-mail)]

Arbitral Tribunal composed of:

Chairperson [name, address, VAT number, contact information (e-mail)].

Co-Arbitrator [name, address, VAT number, contact information (e-mail)].

Co-Arbitrator [name, address, VAT number, contact information (e-mail)].

[Language of the proceedings]

[Applicable law ... quotation of the relevant choice of law clause]

[Seat of the arbitration]

## **C. Summary of the Proceedings**

[... summary of the procedural history (e.g. Request for Arbitration, Answer, parties' submissions, hearing, etc.)]

## **D. Summary of the Parties' Position and Prayers for Relief**

[... summary of the Claimant's position and prayers for relief]

[... summary of the Respondent's position and prayers for relief]

## **E. Reasons Upon Which the Award is Based**

[... reasoning of the award, identification of the issues in dispute followed by the Arbitral Tribunal's analysis of the issues and its conclusion for each of these issues]

## **F. Costs of the Arbitral Proceedings**

Costs of arbitration

The Secretariat of the LAC determined the costs of the arbitration on the basis of criteria provided by Article 45 of the Ljubljana Arbitration Rules and the Appendix II (Schedule of Costs) to the Rules. The total costs of the arbitration amount to EUR [x,xxx.xx] and include: the fees of the members of the Arbitral Tribunal and compensation for their expenses ([first name, last name], the Chairperson of the Arbitral Tribunal: fee in the amount of EUR [x,xxx.xx] and compensation for expenses in the amount of EUR [x,xxx.xx], a total of EUR [x,xxx.xx] plus [x%] VAT (EUR [x,xxx.xx] including VAT); [first name, last name], member of the Arbitral Tribunal: fee in the amount of EUR [x,xxx.xx] and compensation for expenses in the amount of EUR [x,xxx.xx], a total of EUR [x,xxx.xx] plus [x%] VAT (EUR [x,xxx.xx] including VAT); [first name, last name], member of the Arbitral Tribunal: fee in the amount of EUR [x,xxx.xx] and compensation for expenses in the amount of EUR [x,xxx.xx], a total of EUR [x,xxx.xx] plus [x%] VAT (EUR [x,xxx.xx] including VAT)), in addition to the administrative fee of the LAC (EUR [x,xxx.xx] plus [x%] VAT (EUR [x,xxx.xx] including VAT)); the registration fee in the amount of EUR 1,000.00 is included in the administrative fee.

The costs of the arbitration are to be covered by the advance on the costs of the arbitration to the LAC in a total amount of EUR [x,xxx.xx] (EUR [x,xxx.xx] paid by the Claimant, and EUR [x,xxx.xx] paid by the Respondent). At the beginning of the proceedings, the Claimant already paid the registration fee in the amount of EUR 1,000.00 plus VAT. In accordance with Article 47 of the Ljubljana Arbitration Rules, the unused amount of the advance on the costs of the arbitration in the amount of EUR [x,xxx.xx] is to be returned to the parties in accordance with their payments after the rendering of the final award (EUR [x,xxx.xx] to the Claimant and EUR [x,xxx.xx] to the Respondent).

In accordance with Article 45 of the Ljubljana Arbitration Rules, the Arbitral Tribunal determined which party is obliged to reimburse the costs of the arbitration to the other party and to what extent, having regard to the outcome of the case and other relevant circumstances. [... *reasoning for the allocation of costs*] The Arbitral Tribunal determined that the Claimant shall bear the costs of the arbitration to the amount of EUR [x,xxx.xx] and the Respondent to the amount of EUR [x,xxx.xx]. The Respondent [/Claimant] is obliged to reimburse the costs of the arbitration to the Claimant [/Respondent] in the amount of EUR [x,xxx.xx] in [x] days after the rendering of the arbitral award; in the event of failure to meet this time limit, statutory interest on late payment apply in the amount of [x] % of the principal value and run from the first day of default until the principal value has been paid.

#### *Costs incurred by the parties*

In accordance with Article 46 of the Ljubljana Arbitration Rules, the Arbitral Tribunal determined which party is obliged to reimburse the reasonable expenses the other party has incurred due to the arbitral proceedings, including the costs of legal representation. The Claimant notified EUR [x,xxx.xx] of expenses. The Respondent notified EUR [x,xxx.xx] of expenses. [... *a decision on the reimbursement of notified expenses of the parties, on the allocation of costs between the parties, and the reasoning for such decision*]

## **G. Decision**

Based on the foregoing considerations and reasons ([A] to [F]), the Arbitral Tribunal renders the present [Final] Award and declares and holds:

[... *dispositive section with declarations and orders, decision on damages, interest and costs*]

Place of Arbitration: [city and state]

Date of Award: [specify date]

[name] (Chairperson)

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[name] (Co-Arbitrator)

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[name] (Co-Arbitrator)

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