

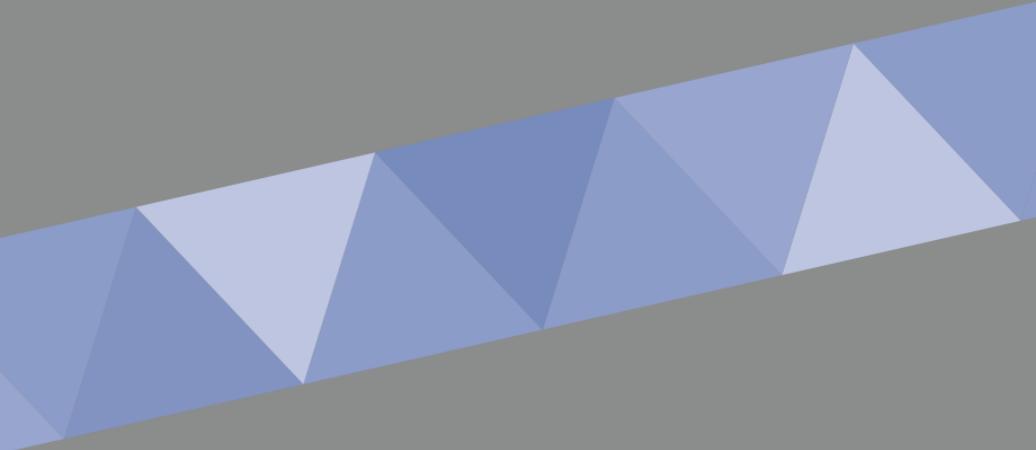


# ARBITRATION RULES

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

## LJUBLJANA ARBITRATION RULES

Dispute Resolution  
Since 1928



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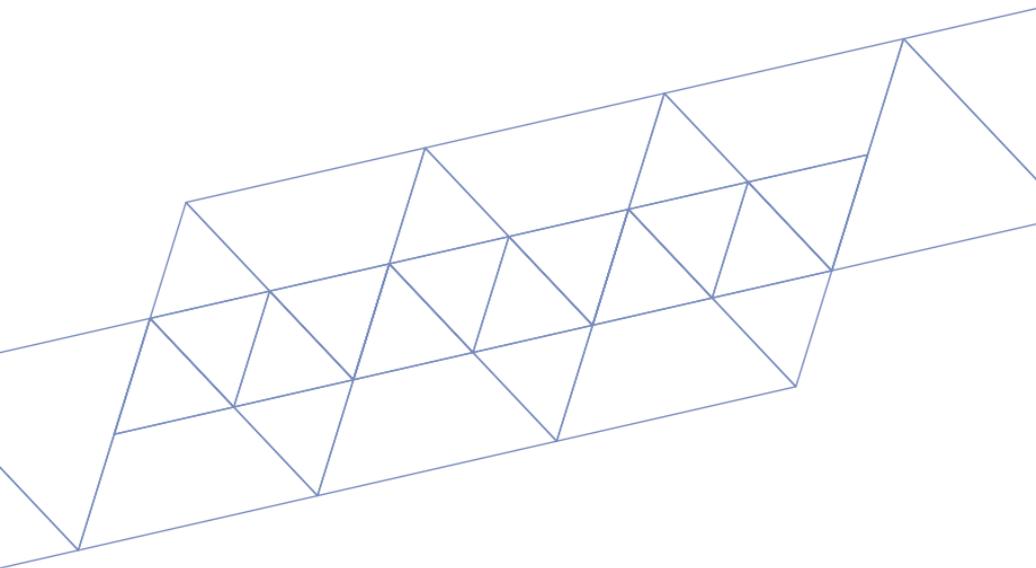


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# ARBITRATION RULES

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



# INTRODUCTORY PROVISIONS

## Article 1

### The LAC

The Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia (the LAC), also known as the Permanent Court of Arbitration attached to the Chamber of Commerce and Industry of Slovenia, is an autonomous and independent institution which administers the resolution of domestic and international disputes pursuant to the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia (the Rules), also known as the Arbitration Rules of the Permanent Court of Arbitration attached to the Chamber of Commerce and Industry of Slovenia, and other rules and procedures agreed upon by the parties. The LAC is composed of the Board and the Secretariat. The provisions on the organisation of the LAC are contained in Appendix I.

## Article 2

### Scope of application

1. Where the parties have agreed to submit their dispute to an Arbitral Tribunal constituted in accordance with these Rules or to refer their dispute to the LAC, they shall be deemed to have agreed to these Rules, provided that the proceedings commence after the entry of the Rules into force.
2. Appendices I, II and III are part of these Rules.
3. Where the arbitration agreement was concluded before the entry into force of these Rules, the provisions of Articles 11 and 12 and Appendix III shall not apply unless otherwise agreed by the parties.

## Article 3

### Communication with the LAC

Communication between the parties and the LAC shall be in Slovenian or English.

# COMMENCEMENT OF THE ARBITRAL PROCEEDINGS

## Article 4

### Commencement of the proceedings

The proceedings shall commence when the Request for Arbitration is received by the LAC.

## Article 5

### Request for Arbitration

1. The Request for Arbitration shall include:
  - i. the names, addresses and contact details (e-mail addresses, telephone and fax numbers) of the parties and their representatives;
  - ii. a copy of the arbitration agreement or, in the absence of a document containing an arbitration agreement, a description and any evidence of the existence of an agreement to arbitrate;
  - iii. a description of the dispute and the circumstances giving rise to the claim;
  - iv. the relief or remedy sought;
  - v. an estimate of the monetary value of the claim, where the claim is not for a specific sum of money;
  - vi. a proposal as to the number of arbitrators, the language of the proceedings and the seat of the arbitration, if the parties have not previously agreed thereon;
  - vii. the nomination of one or more arbitrators if required by the arbitration agreement; and
  - viii. proof of payment of the registration fee.
2. If the Request for Arbitration does not comply with the requirements of paragraph 1, the Secretariat may direct that the Claimant remedy the Request for Arbitration within a time period set by the Secretariat. If the Claimant does not comply with the direction the Secretariat may terminate the proceedings.

3. The Claimant shall submit together with the Request for Arbitration its tax identification number (if any) or another appropriate means of identification for the purposes of value added tax.

## Article 6

### Registration fee

1. Upon filing the Request for Arbitration, the Claimant shall pay a registration fee in accordance with Appendix II.
2. Until the registration fee has been paid, the Secretariat will not send the Request for Arbitration to the Respondent.
3. If the Claimant fails to pay the registration fee, the Secretariat shall set a time period for the payment. If the registration fee is not paid within this time period, the Secretariat may terminate the proceedings.

## Article 7

### Answer to the Request for Arbitration

1. The Secretariat shall send the Request for Arbitration to the Respondent and invite the Respondent to submit an Answer to the Request for Arbitration within 30 days.
2. The Answer to the Request for Arbitration shall include:
  - i. the names, addresses and contact details (e-mail addresses, telephone and fax numbers) of the parties and their representatives;
  - ii. any plea as to the jurisdiction of an Arbitral Tribunal to be constituted under these Rules;
  - iii. comments on the statements made by the Claimant;
  - iv. response to the relief or remedy sought;
  - v. response as to the estimate of the monetary value of the claim, where the claim is not for a specific sum of money;
  - vi. a proposal as to the number of arbitrators, the language of the proceedings and the seat of the arbitration, if the parties have not previously agreed thereon; and
  - vii. the nomination of one or more arbitrators if required by the arbitration agreement.

3. The Respondent shall, as a rule, make any counterclaims or set-off claims upon the submission of the Answer to the Request for Arbitration. For counterclaims and set-off claims Article 5 shall apply *mutatis mutandis*.
4. The Respondent shall submit together with its Answer to the Request for Arbitration its tax identification number (if any) or another appropriate means of identification for the purposes of value added tax.
5. If the Respondent fails to submit an Answer to the Request for Arbitration the proceedings shall continue pursuant to these Rules.

## Article 8

### Periods of time

1. Any notice or other communication dispatched in accordance with Article 9 on or before the last day of the time period shall be deemed to have been made in time.
2. A period of time shall run from the day following the day on which the notice or communication is deemed to have been received in accordance with Article 9. If this day is an official holiday or a non-business day at the residence or place of business of the addressee, the period of time shall run from the first following business day. Official holidays and non-business days occurring during the period of time are included in its calculation. Where the last day of a period of time is an official holiday or a non-business day at the residence or place of business of the addressee, the period shall expire on the first following business day.
3. The LAC may, at the request of any party or of its own motion, extend or shorten any time period, which it has determined or has the authority to determine or modify.

## Article 9

### Notices and communications

1. All notices and communications shall be sent to the last notified address of the addressee. Notices and communications may be sent by courier, registered post, e-mail, fax or any other means of telecommunication that provide a record of the sending thereof.

2. Where a party has appointed a representative, any notice or other communication communicated to the representative shall be deemed as communicated to the party.
3. A notice or communication shall be deemed to have been received on the day when it is physically delivered to the addressee or on the day when it can be deemed to have been received according to the means of telecommunication referred to in paragraph 1.
4. All notices and communications (together with any attachments) shall be submitted in a sufficient number of copies for the LAC, each of the parties and each of the arbitrators, unless they are submitted by electronic means.
5. Before the Secretariat transmits the file to the Arbitral Tribunal the parties shall send all notices and communications to the LAC. After the parties have been notified of the transmission of the file to the Arbitral Tribunal, they shall send all notices and communications directly and simultaneously to the Tribunal and the other party as well as copied to the LAC.

## Article 10

### Refusal to administer the case

The Board may refuse to administer a case if it is *prima facie* evident that there is no jurisdiction over the dispute under these Rules or the parties have agreed on procedural rules which deviate from these Rules to such a degree that the proceedings would be disproportionately hindered.

## Article 11

### Consolidation

1. The Board may, at the request of a party, consolidate two or more separate proceedings pending under these Rules, where:
  - i. all parties have agreed to consolidation; or
  - ii. all of the claims in the proceedings are covered by the same arbitration agreement; or
  - iii. not all of the claims in the proceedings are covered by the same arbitration agreement, if the proceedings are between the same parties, the claims arise from the same legal relationship and the Board finds the arbitration agreements compatible.

2. In deciding whether to consolidate, the Board will take into account all circumstances it considers relevant, including whether any arbitrators have been appointed in more than one of the proceedings and, if so, whether the same or different arbitrators have been appointed. Before adopting the decision on the consolidation the Board shall consult with the parties and the arbitrators already appointed.
3. The proceedings are consolidated into the proceedings that commenced first, unless otherwise agreed by all parties.

## Article 12

### Joinder

The Arbitral Tribunal may, at the request of any party, allow one or more third persons to be joined in the proceedings as a party provided such person is bound by the arbitration agreement. The Arbitral Tribunal may, after giving all parties, including the person or persons to be joined, the opportunity to submit comments, decide not to permit the joinder, if doing so would cause disproportionate prejudice to any of the parties.

# CONSTITUTION OF THE ARBITRAL TRIBUNAL

## Article 13

### Number of arbitrators

The parties may agree on the number of arbitrators. Where the parties have not agreed on the number of arbitrators, the dispute is to be decided by a panel of three arbitrators unless the Board, taking into account the complexity of the case, the amount in dispute or other circumstances, decides that the dispute is to be decided by a sole arbitrator.

## Article 14

### Appointment of arbitrators

1. The parties may agree on a different procedure for appointment of arbitrators than as provided under these Rules. In such cases, if the Arbitral Tribunal has not been appointed within the time period agreed by the parties or, where the parties have not agreed on a time period, within the time period set by the Secretariat, the arbitrators shall be appointed pursuant to Articles 14 and 15.

2. Where the Arbitral Tribunal is to consist of a sole arbitrator, the parties shall nominate the arbitrator jointly. If the parties fail to do so, the Secretariat shall set a time period for the nomination. If the sole arbitrator has not been nominated within this time period, the appointment shall be made by the Board.
3. Where the Arbitral Tribunal is to consist of more than one arbitrator, each party shall nominate an equal number of arbitrators. The arbitrators thus nominated shall, after their confirmation, within 15 days of being directed to do so by the Secretariat, nominate the arbitrator who is to act as the Chairperson of the Arbitral Tribunal. Where any of the arbitrators is not nominated within the time period agreed by the parties or set by the Secretariat, the appointment shall be made by the Board.
4. Nominated arbitrators are subject to confirmation pursuant to Article 17. Upon confirmation, the nominated arbitrator is considered appointed. The arbitrators are in a contractual relationship with the parties and render their services to the parties.
5. In appointing an arbitrator under these Rules, the Board shall consider the nature of the dispute, the applicable law, the seat of the arbitration, the language of the proceedings, the nationality of the parties and other circumstances of the case.

## Article 15

### **Appointment of arbitrators in multi-party proceedings**

1. Where there are multiple Claimants or Respondents, the arbitrators shall be appointed pursuant to Article 14 unless otherwise provided by these Rules.
2. Where the Arbitral Tribunal is to consist of more than one arbitrator and there are multiple Claimants or Respondents, the multiple Claimants, jointly, and the multiple Respondents, jointly, shall nominate an equal number of arbitrators. If either side fails to make such joint nomination within the time period, agreed upon by the parties or set by the Secretariat, the arbitrator or arbitrators shall be appointed by the Board. In exceptional circumstances the Board may, after having given the parties an opportunity to submit comments, revoke the appointments already made and appoint a new arbitrator or all arbitrators and designate an arbitrator among them who is to act as the Chairperson of the Arbitral Tribunal.

## Article 16

### Impartiality and independence of the arbitrators

1. Every arbitrator must be impartial and independent.
2. A person nominated as an arbitrator shall submit to the Secretariat a signed declaration of acceptance, availability, impartiality and independence, where he or she shall disclose any circumstances which may give rise to justifiable doubts as to his or her impartiality or independence. The Secretariat shall send a copy of the declaration to the parties and the other arbitrators and set a period of time, within which they may submit comments.
3. Where any circumstances from paragraph 2 arise during the course of the proceedings, the arbitrator shall immediately inform the parties, other arbitrators and the LAC thereof in writing.

## Article 17

### Confirmation of arbitrators

1. The confirmation of a nominated arbitrator shall be decided upon by the Secretariat. In doing so, the Secretariat shall consider the declaration referred to in Article 16(2) and all circumstances which may give rise to doubts as to an arbitrator's impartiality or independence, availability and ability to conduct the arbitration properly and with due dispatch and any comments by the parties. The Secretariat has no obligation to give reasons for its decision.
2. Where a nomination is not confirmed, the Secretariat shall direct the party or the arbitrators to make a new nomination in a time period set by the Secretariat. In exceptional circumstances, the arbitrator may be appointed by the Board directly, after prior consultation with the parties and other arbitrators.
3. Once all nominated arbitrators have been confirmed, the Arbitral Tribunal is constituted. The Secretariat shall notify the parties accordingly.

## Article 18

### Challenge of arbitrators

1. An arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to his or her impartiality or independence or where the arbitrator does not possess the

qualifications agreed by the parties. A party may challenge an arbitrator whom it has nominated or in whose nomination it has participated only for reasons of which it became aware after the nomination.

2. A party may challenge an arbitrator within 15 days after the circumstances referred to in paragraph 1 became known to that party. Failure by a party to challenge the arbitrator within this time period constitutes a waiver of the right to make a challenge.
3. The party challenging the arbitrator shall send notice of its challenge to the Secretariat. The notice shall be made in writing and contain the reasons for the challenge.
4. The Secretariat shall notify the challenged arbitrator, the other parties and the other arbitrators of the challenge and set a time period within which they may submit comments on the challenge.
5. If the other parties agree on the challenge or the challenged arbitrator withdraws, a substitute arbitrator shall be appointed in accordance with Article 19. A withdrawal of the arbitrator or the agreement of the other parties to the challenge shall not imply acceptance of the validity of the grounds for the challenge.
6. If the other parties do not agree to the challenge or the challenged arbitrator does not withdraw, the Board shall decide on the challenge. The Board has no obligation to give reasons for its decision.

## Article 19

### Release and replacement of arbitrators

1. The Board shall release an arbitrator from appointment where:
  - i. all parties agree to the release of the arbitrator; or
  - ii. the arbitrator is prevented *de jure* or *de facto* from fulfilling his or her functions or fails to perform them in accordance with these Rules; or
  - iii. it accepts the withdrawal of the arbitrator; or
  - iv. it sustains a challenge of the arbitrator under Article 18.

2. Before making a decision under paragraph 1(ii), the Board may give the parties and the arbitrators an opportunity to submit comments on the release. The Board has no obligation to give reasons for its decision on the release.
3. Where an arbitrator is released from appointment or where an arbitrator dies during the course of the proceedings, the provisions of Articles 13-17 shall apply *mutatis mutandis* to the appointment of a substitute arbitrator.
4. Where the Arbitral Tribunal consists of more than one arbitrator, the Board may, in exceptional circumstances, decide that the remaining arbitrators shall proceed with the proceedings and make any decision or award. In doing so, the Board shall take into account the current stage of the proceedings and any other circumstances of the case. Before making its decision, the Board shall consult with the parties and the remaining arbitrators.
5. Where an arbitrator has been replaced, the newly composed Arbitral Tribunal shall decide whether and to what extent the proceedings are to be repeated.

## PROCEEDINGS BEFORE THE ARBITRAL TRIBUNAL

### Article 20

#### **Transmission of the file to the Arbitral Tribunal**

As soon as the Arbitral Tribunal has been constituted and the advance on costs has been paid, the Secretariat shall transmit the file to the Arbitral Tribunal.

### Article 21

#### **Conduct of the proceedings**

1. The Arbitral Tribunal shall conduct the proceedings in accordance with these Rules and the agreement of the parties in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case. The Arbitral Tribunal, in exercising its discretion, shall conduct the proceedings so as

to avoid unnecessary costs and delay and to provide a fair and efficient process for resolving the dispute.

2. All participants in the proceedings shall act in good faith and make every effort necessary for the efficient conduct of the proceedings and to avoid unnecessary costs and delay. Where a party fails to comply with its duties under this provision, the Arbitral Tribunal may take such failure into account in its allocation of the costs of the arbitral proceedings between the parties.

## **Article 22**

### **Seat of the arbitration**

1. Where the parties have not agreed on the seat of the arbitration, it shall be determined by the Board, unless the Board finds it more appropriate, in view of the circumstances of the case, for the seat of the arbitration to be determined by the Arbitral Tribunal.
2. The Arbitral Tribunal may, after prior consultation with the parties, conduct hearings or any other procedural acts at any location it considers appropriate.
3. The Arbitral Tribunal may meet and deliberate at any location it considers appropriate.
4. The award shall be deemed to have been made at the seat of the arbitration.

## **Article 23**

### **Language of the proceedings**

1. If the parties have not agreed on the language or languages of the proceedings, this shall be determined by the Arbitral Tribunal promptly after its constitution. In doing so, the Arbitral Tribunal shall take into account the circumstances of the case and give the parties an opportunity to submit comments.
2. The Arbitral Tribunal may order that any document or exhibit be accompanied by a translation into the language or languages of the proceedings.

## Article 24

### Applicable law

1. The Arbitral Tribunal shall decide the case in accordance with the rules of law chosen by the parties as applicable to the substance of the dispute. Any designation of the law or the legal system of a given state shall be deemed to refer to the substantive law of that state and not to its conflict of laws rules.
2. In the absence of an agreement by the parties, the Arbitral Tribunal shall decide in accordance with the rules of law it determines to be appropriate.
3. The Arbitral Tribunal may decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorised it to do so.
4. The Arbitral Tribunal shall decide in accordance with the terms of the contract and shall take into account the relevant trade usages.

## Article 25

### Procedural timetable

1. After the file has been transmitted to the Arbitral Tribunal, the Tribunal shall promptly, after prior consultation with the parties, establish a procedural timetable for the conduct of the proceedings.
2. By way of the procedural timetable the Arbitral Tribunal shall set the periods of time 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 until which the Arbitral Tribunal shall make the final award and other particulars it deems necessary.
3. The Arbitral Tribunal shall communicate the procedural timetable and any amendments made thereto to the parties and the LAC.

## Article 26

### Statement of Claim

1. The Claimant shall submit its Statement of Claim to the Respondent, each of the arbitrators and the LAC within the period of time determined by the Arbitral Tribunal.

2. Unless already contained in the Request for Arbitration, the Statement of Claim shall include:
  - i. the relief or remedy sought; and
  - ii. the statement of facts and legal grounds supporting the claim.
3. To the extent possible, the Statement of Claim shall be accompanied by all documents and other evidence on which the Claimant relies.

## Article 27

### Statement of Defence

1. The Respondent shall submit its Statement of Defence to the Claimant, each of the arbitrators and the LAC within the period of time determined by the Arbitral Tribunal.
2. Unless already contained in the Answer to the Request for Arbitration, the Statement of Defence shall include:
  - i. a statement whether and to what extent the Respondent admits or denies the relief or remedy sought by the Claimant; and
  - ii. a statement of the facts and legal grounds supporting the defence.
3. To the extent possible, the Statement of Defence shall be accompanied by all documents and other evidence on which the Respondent relies.
4. The provisions of Article 26 shall apply *mutatis mutandis* to a counterclaim and a set-off claim.

## Article 28

### Further written submissions

The Arbitral Tribunal may, after prior consultation with the parties, decide which further written submissions, in addition to the Statement of Claim and the Statement of Defence, shall be submitted by the parties and determine the time-limits for their submission.

## Article 29

### Amendments

Where the parties have not agreed otherwise, a party may, during the course of the proceedings, amend or supplement its claim, defence, counterclaim or set-off claim, provided its case, as amended or supplemented, remains covered by the arbitration agreement. The Arbitral Tribunal shall not allow the amendment or supplement if it considers that such amendment or supplement would disproportionately delay the proceedings or that it would cause disproportionate prejudice to the other parties or for any other legitimate circumstances.

## Article 30

### Jurisdiction of the Arbitral Tribunal

1. The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement.
2. A plea that the Arbitral Tribunal does not have jurisdiction shall be raised no later than in the Statement of Defence or, with respect to a counterclaim or a set-off claim, in the reply to the counterclaim or to the set-off claim. A party is not precluded from raising such a plea by the fact that it has nominated, or participated in the appointment of, an arbitrator. A plea that the Arbitral Tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the proceedings. The Arbitral Tribunal may, in either case, admit a later plea if it considers the delay justified.
3. The Arbitral Tribunal may rule on its jurisdiction in an award or another decision. The Arbitral Tribunal may continue the proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a judicial authority.

## Article 31

### Evidence

1. The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of any evidence.
2. At any time during the proceedings, the Arbitral Tribunal may require any party, within a set period of time:

- i. to identify evidence that the party relies on and specify the circumstances to be proven by such evidence;
- ii. to produce any documents or other evidence that the Arbitral Tribunal may consider relevant for the outcome of the case.

## Article 32

### Hearings

1. A hearing shall be held if requested by a party, or if deemed appropriate by the Arbitral Tribunal.
2. The Arbitral Tribunal shall give the parties adequate advance notice of the date, time and place of the hearing.
3. Hearings shall be held *in camera* unless the parties agree otherwise.
4. The Arbitral Tribunal shall determine whether and in what form minutes of the hearing are to be prepared.

## Article 33

### Witnesses

1. Witnesses and party-appointed experts (expert witnesses) may be heard under the conditions and examined in the manner set by the Arbitral Tribunal. The Arbitral Tribunal may order witnesses or expert witnesses to retire during the testimony of other witnesses or expert witnesses. The Arbitral Tribunal may direct that witnesses or expert witnesses are to be examined through means of telecommunication (e.g. videoconference).
2. In advance of any hearing, the Arbitral Tribunal may order the parties to identify each witness or expert witness they intend to call and specify the circumstances to be proven by each testimony.
3. After prior consultation with the parties, the Arbitral Tribunal may order that, prior to a hearing and within a period of time set by the Arbitral Tribunal, an individual testimony shall be presented in the form of a signed written statement.

## Article 34

### Expert appointed by the Arbitral Tribunal

1. After prior consultation with the parties, the Arbitral Tribunal may appoint one or more experts to report to it, in writing, on specific issues determined by the Arbitral Tribunal.
2. The Arbitral Tribunal may order the parties to submit to the expert any relevant information and to produce or provide access to documents, goods or other objects for inspection.
3. Upon receipt of an expert's report the Arbitral Tribunal shall send a copy thereof to the parties and give them an opportunity to submit written comments.
4. At the request of any party, the expert may be examined at a hearing where the parties may question the expert and present expert witnesses to give their opinion on the points at issue.

## Article 35

### Default

1. If the Claimant fails to submit a Statement of Claim within the set period of time without showing sufficient cause, the Arbitral Tribunal shall terminate the proceedings unless there are matters remaining that may need to be decided and the Tribunal considers it appropriate to do so.
2. If the Respondent fails to submit its Statement of Defence within the set period of time without showing sufficient cause, the Arbitral Tribunal shall continue the proceedings without treating such failure in itself as an admission of the Claimant's allegations.
3. If a party which was duly notified fails to appear at a hearing without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the proceedings.
4. If a party which was duly invited to produce documentary or other evidence fails to do so without showing sufficient cause for such failure, the Arbitral Tribunal may make the award on the basis of evidence before it.
5. If a party fails to comply with any provision of these Rules or an order or direction of the Arbitral Tribunal without showing sufficient cause, the Tribunal may draw such inferences from the party's non-compliance as it considers appropriate.

## Article 36

### Waiver of the right to object

A party which is aware or ought to be aware of any non-compliance with the arbitration agreement, these Rules or any other rules applicable to the proceedings and yet continues to participate in the proceedings without raising its objection to such non-compliance promptly shall be deemed to have waived its right to raise an objection.

## Article 37

### Interim measures

1. The Arbitral Tribunal may, at the request of a party, grant any interim measure it considers appropriate. The Arbitral Tribunal may order the parties to provide appropriate security in connection with the measure.
2. In exceptional circumstances, if deemed urgent, the Arbitral Tribunal may grant an interim measure before giving the other party an opportunity to submit comments. In such cases the Arbitral Tribunal shall, as soon as possible, give the other party an opportunity to submit comments on the basis of which it shall examine its decision on the interim measure.
3. At the request of any party or, in exceptional circumstances and upon prior notice to the parties, on the Arbitral Tribunal's own initiative, the Tribunal may modify, suspend or terminate an interim measure it has granted.
4. By agreeing to arbitration under these Rules, the parties undertake to comply with any interim measure without delay or in the time period set by the Arbitral Tribunal. The party requesting an interim measure shall be liable for any costs and damages caused by the measure to any party, if the Arbitral Tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The Arbitral Tribunal may award such costs and damages at any point during the proceedings.
5. A request for an interim measure or other conservatory measure addressed by a party to a judicial authority shall not be deemed incompatible with the arbitration agreement or these Rules, nor does it constitute a waiver to the arbitration agreement.

## Article 38

### Emergency arbitrator

1. A party that needs an urgent interim measure that cannot await the constitution of an Arbitral Tribunal may initiate Emergency Arbitrator Proceedings in accordance with Appendix III.
2. The provisions on the Emergency Arbitrator Proceedings shall not apply if the parties have agreed to opt out of Appendix III.

## Article 39

### Closing of proceedings

1. The Arbitral Tribunal shall declare the proceedings closed when it determines that the parties have had a reasonable opportunity of presenting their cases.
2. In exceptional circumstances, prior to the making of the final award, the Arbitral Tribunal may reopen the proceedings of its own motion, or upon the application of a party.

# ARBITRAL AWARD

## Article 40

### Making of awards and decisions

1. Where the Arbitral Tribunal consists of more than one arbitrator, any award or other decision shall be made by a majority of the votes of the arbitrators. Where a majority cannot be achieved, the award or other decision shall be made by the Chairperson of the Arbitral Tribunal.
2. The Arbitral Tribunal may make separate awards on individual claims and issues.
3. The Arbitral Tribunal may authorize its Chairperson to decide any questions of procedure, subject to revision by the Tribunal.
4. Where any arbitrator fails without sufficient cause to participate in the deliberations on the making of the award or other decision, having been given a reasonable opportunity to do so, such failure shall not preclude a decision being made by the other arbitrators.

## Article 41

### Form and effect of an award

1. An award shall be made in writing. The Arbitral Tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.
2. An award shall be final and binding on the parties. As regards the parties, an award shall have the effect of a final and binding court judgment. By agreeing to arbitration under these Rules the parties undertake to carry out all awards without delay or within the period of time stipulated therein.
3. An award shall be signed by the arbitrators, contain the date on which it was made and indicate the seat of the arbitration determined pursuant to Article 22. Where the Arbitral Tribunal consists of more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
4. The Arbitral Tribunal shall without delay send the award to the Secretariat in a sufficient number of signed copies for all parties and the LAC.
5. The Secretariat shall certify on all copies of the award that the award was made under these Rules.
6. The Secretariat shall send a copy of the award to each party. The LAC shall retain one copy of the award and the documentation of proof of service.

## Article 42

### Time limit for the final award

The final award shall be made no later than nine months from the date upon which the file is transmitted to the Arbitral Tribunal pursuant to Article 20. For justified reasons, the Board may extend this time limit upon a reasoned request by the Arbitral Tribunal or of its own motion. In doing so, it may require from the Arbitral Tribunal explanations as to the status of the case and the reasons for its inability to render the award within the time limit.

### Article 43

#### **Settlement and other grounds for the termination of the proceedings**

1. If, before the final award is made, the parties agree on a settlement of the dispute, the Arbitral Tribunal shall either issue an order for the termination of the proceedings or, if so requested by the parties and accepted by the Tribunal, record the settlement in the form of an award on agreed terms. The provisions of Articles 40 and 41 shall apply to an award on agreed terms but the Arbitral Tribunal is not obliged to give reasons for such an award.
2. If, before the final award is made, the continuation of the proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the Arbitral Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Arbitral Tribunal may issue such an order unless a party raises justifiable grounds for objection.

### Article 44

#### **Correction and interpretation of the award and the additional award**

1. Within 30 days from the date of receipt of the award, a party may, with notice to the other parties and the Secretariat, request from the Arbitral Tribunal:
  - i. a correction of any typographical, computational or other similar error in the award;
  - ii. an interpretation of a specific point or part of the award;
  - iii. an additional award as to the claims presented in the proceedings but not determined in the award.
2. The Arbitral Tribunal shall give the other parties an opportunity to submit comments on the request referred to in paragraph 1. If the Arbitral Tribunal considers the request justified, it shall make the correction or provide the interpretation of the award within 30 days from the date of receipt of the request or make the additional award within 60 days from the date of receipt of the request. For justified reasons, the Board may extend the time limits from this paragraph upon a reasoned request of the Arbitral Tribunal.

3. The Arbitral Tribunal may also correct errors referred to in paragraph 1(i) of its own motion within 30 days of the rendering of the award.
4. The provisions of Articles 40 and 41 shall apply to any correction or interpretation of an award and to any additional award. A correction or interpretation of the award is part of the award.

## COSTS OF THE ARBITRAL PROCEEDINGS

### Article 45

#### Costs of the arbitration

1. The costs of the arbitration consist of:
  - i. the fees of the Arbitral Tribunal;
  - ii. the administrative fee of the LAC; and
  - iii. the expenses of the Arbitral Tribunal and the LAC.
2. Before making the final award, the Arbitral Tribunal shall obtain from the Secretariat a final determination of the costs of the arbitration. The Secretariat shall determine the costs of the arbitration in accordance to the Schedule of Costs (Appendix II), in force on the date of commencement of the proceedings.
3. Where the proceedings are terminated prior to the making of the final award by way of an order for termination of the proceedings or an award on agreed terms, the Secretariat shall finally determine the costs of the arbitration, having regard to the stage in which the proceedings have terminated, the work performed by the Arbitral Tribunal and any other relevant circumstances. In such cases, the fees of the Arbitral Tribunal may be lower than the minimum amount resulting from Appendix II.
4. The Arbitral Tribunal shall include in the final award, the award on agreed terms or the order for termination of the proceedings the costs of the arbitration as finally determined by the Secretariat and specify the individual fees and expenses of each of the arbitrators and the LAC.

5. Unless otherwise agreed by the parties, the Arbitral Tribunal shall, at the request of any party, allocate the costs of the arbitration between the parties having regard to the outcome of the case and any other relevant circumstances.
6. The parties are jointly and severally liable to the arbitrators and to the LAC for the costs of the arbitration.
7. The registration fee, administrative fee of the LAC and the fees of the Arbitral Tribunal set forth in Appendix II do not include any value added tax. Upon their appointment the arbitrators shall inform the Secretariat of the rate of value added tax that is to be charged on their fee.

#### **Article 46**

##### **Costs incurred by the parties**

Unless otherwise agreed by the parties, the Arbitral Tribunal shall in the final award, the award on agreed terms or the order for termination of the proceedings, upon the request of a party, decide on the reimbursement of any reasonable costs incurred by the parties, including costs for legal representation. In doing so, it shall have regard to the outcome of the case and other relevant circumstances.

#### **Article 47**

##### **Advance on the costs of the arbitration**

1. The Secretariat shall determine the amount to be paid by the parties as an advance on the costs of the arbitration.
2. The advance shall correspond to the estimated amount of the costs of the arbitration as defined in Article 45(1). The payment of the advance shall be made by transfer to the bank account of the LAC.
3. The Claimant and the Respondent shall each pay half of the advance unless separate advances have been determined. Where a counterclaim or a set-off claim has been submitted, the Secretariat may determine a separate advance for each of the parties, corresponding to its respective claim. If the advance does not suffice to cover the costs of the arbitration or in other justified cases, the Secretariat may, at the request of the Arbitral Tribunal or of its own motion, order the parties to pay an additional advance.

4. If a party fails to pay the required advance within the period of time determined by the Secretariat, the Secretariat shall direct the other party to make the payment and set a time period for payment. If the payment is not made the Secretariat may terminate the proceedings in whole or in part. If the other party makes the payment, the Arbitral Tribunal may, at the request of that party, make a separate award by which it orders the defaulting party to reimburse the other party for the paid advance.
5. After the proceedings have concluded any unused amount of the advance shall be returned to the parties.

## EXPEDITED ARBITRAL PROCEEDINGS

### Article 48

#### Rules for Expedited Arbitral Proceedings

1. The Rules for Expedited Arbitral Proceedings shall apply where the parties expressly agree on expedited proceedings either in the arbitration agreement or at a later stage. Parties may agree on expedited proceedings no later than by the submission of the Answer to the Request for Arbitration.
2. Where the parties have agreed on expedited proceedings, the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia with amendments laid down in this Article shall apply.
3. Unless otherwise agreed by the parties, expedited proceedings shall be conducted by a sole arbitrator unless the Board determines, with respect to the complexity and other circumstances of the case, that the expedited proceedings shall be conducted by an Arbitral Tribunal consisting of three arbitrators.
4. Where the Arbitral Tribunal is to consist of a sole arbitrator, the parties shall nominate the arbitrator jointly within 15 days of being directed to do so by the Secretariat. If the sole arbitrator has not been nominated within this time period, the appointment shall be made by the Board.

5. Where the Arbitral Tribunal is to consist of more than one arbitrator, the Claimant shall nominate an arbitrator in the Request for Arbitration, while the Respondent shall nominate an arbitrator within 15 days of being directed to do so by the Secretariat. The arbitrators shall, within 15 days of being directed to do so by the Secretariat, nominate the arbitrator who is to act as the Chairperson of the Arbitral Tribunal. Where an arbitrator is not nominated within the time period, the appointment shall be made by the Board.
6. The final award shall be made no later than six months from the date upon which the file is transmitted to the Arbitral Tribunal pursuant to Article 20. For justified reasons, the Board may extend this time limit upon a reasoned request by the Arbitral Tribunal or of its own motion. In doing so, it may require from the Arbitral Tribunal explanations as to the status of the case and the reasons for its inability to render the award within the time limit.
7. The Arbitral Tribunal shall conduct the proceedings in such manner as to be able to render the final award within the time period set out in paragraph 6. Unless the Arbitral Tribunal determines otherwise, the following provisions shall apply:
  - i. after the submission of the Answer to the Request for Arbitration, the parties shall, as a rule, be entitled to submit only a Statement of Claim, a Statement of Defence and any counterclaim or set-off claim and an answer thereto;
  - ii. all notices and communications shall be submitted by electronic means;
  - iii. the time limits set by the Arbitral Tribunal for submitting written submissions shall, as a rule, not be longer than 15 days;
  - iv. unless the parties have agreed that the dispute is to be decided on the basis of written submissions only, the Arbitral Tribunal may hold a hearing;
  - v. after the hearing has been held, no further submissions shall be made; and
  - vi. the Arbitral Tribunal shall state the summary of the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.

# GENERAL RULES

## Article 49

### General rule

In all matters not expressly provided for in these Rules, the Arbitral Tribunal, the parties and the LAC shall act in the spirit of these Rules and with the aim of ensuring the enforceability of the award.

## Article 50

### Confidentiality

1. Unless otherwise expressly agreed by the parties, the LAC, the arbitrators and the emergency arbitrator shall maintain the confidentiality of the proceedings, the award, orders and other decisions of the Arbitral Tribunal. This obligation also applies to any expert appointed by the Arbitral Tribunal as well as to the members of the Board and the Secretariat.
2. Unless otherwise expressly agreed by the parties, the parties undertake to keep confidential all awards, orders and other decisions of the Arbitral Tribunal and all documents submitted in the proceedings by a party, which are not already publicly available, except where and to the extent that disclosure is required of a party by a legal duty or to protect or pursue its legal rights or to enforce or challenge an award before a judicial authority.
3. The deliberations of the Arbitral Tribunal are confidential.
4. The LAC may publish the award, orders and other decisions of the Arbitral Tribunal in an anonymous form that does not enable identification of the parties or other persons unless a party objects in writing to the publication within 60 days from the day of making the decision.

## Article 51

### Language version of the Rules

Where the language of the proceedings is not Slovenian, the English version of these Rules shall prevail over other language versions.

## **Article 52**

### **Exclusion of liability**

The arbitrators, the emergency arbitrators, the LAC, the members of the Board and the Secretariat, the Chamber of Commerce and Industry of Slovenia and its employees shall not be liable for any act or omission in connection with the proceedings provided such an exclusion of liability is permissible under the applicable law.

## **Article 53**

### **Entry into force**

These Rules enter into force on 1 January 2014.

# APPENDICES



# APPENDIX I

## ORGANIZATION OF THE LAC

### Article 1

#### The LAC

1. The Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia (the LAC) is an autonomous and independent institution providing administrative services for the resolution of disputes.
2. The LAC is composed of the Board and the Secretariat. The conditions for the functioning of the LAC are provided by the Chamber of Commerce and Industry of Slovenia.

### Article 2

#### Functions of the LAC

The LAC:

- i. administers the resolution of domestic and international disputes by arbitration, conciliation and other forms of alternative dispute resolution in accordance with its rules and other rules and procedures agreed by the parties; and
- ii. provides information concerning arbitration, conciliation and other forms of alternative dispute resolution.

### Article 3

#### The Board

1. The Board consists of the Chairperson, Vice-Chairperson and five members.
2. Within the scope of individual proceedings, the Board shall adopt decisions within its competence pursuant to these Rules or other rules of the LAC agreed by the parties. The decisions of the Board are final and are not required to be accompanied by reasoning.
3. Board meetings shall be convened and conducted by the Chairperson or, in his or her absence, by the Vice-Chairperson. Three Board members shall constitute a quorum. The Board shall adopt decisions with a majority of the votes of the members present. If a majority cannot be achieved, the Chairperson shall have the casting vote. A Board member may not abstain from voting.

4. In urgent cases, the Chairperson, or in his or her absence the Vice-Chairperson, may adopt decisions on behalf of the Board.
5. A Board member shall have no right to vote if the vote concerns proceedings, in which he or she was appointed as an arbitrator. This fact shall not affect the required quorum of the Board.

#### **Article 4**

##### **Appointment of the Board**

1. The Board shall be appointed by the Board of Directors of the Chamber of Commerce and Industry of Slovenia (the Board of Directors).
2. The term of office of the Chairperson, Vice-Chairperson and members of the Board shall be four years with the possibility of re-appointment.
3. In exceptional circumstances, the Board of Directors may recall a Board member. If a Board member's term of office terminates because of resignation, recall or for another reason, the Board of Directors shall appoint a new Board member for the remainder of the term of office.

#### **Article 5**

##### **The Secretariat**

1. The Secretariat supervises the efficiency of the proceedings and the work of the arbitrators as well as performs other tasks in accordance with these Rules. The Secretariat is managed by the Secretary General.
2. Within the scope of individual proceedings, the Secretariat shall adopt decisions within its competence pursuant to these Rules or other rules of the LAC agreed by the parties. The decisions of the Secretariat are final and are not required to be accompanied by reasoning.
3. The Secretariat may take decisions that fall within the competence of the Board, which have been transferred to the Secretariat by the Board.

## Article 6

### **Appointment of the Secretary General**

The Secretary General shall be appointed by the President of the Chamber of Commerce and Industry of Slovenia with the consent of the Chairperson of the Board for the term of office of four years with the possibility of re-appointment.

## Article 7

### **Work of the LAC**

The LAC shall maintain the confidentiality of proceedings, awards, orders and other decisions. In all proceedings, the LAC shall be impartial and act in an expeditious manner.

# APPENDIX II

## SCHEDULE OF COSTS

### Article 1

#### Registration fee

1. The registration fee referred to in Article 6 of the Rules amounts to EUR 1,000 and is non-refundable.
2. The registration fee is part of the administrative fee of the LAC referred to in Article 3 of this Appendix.
3. The registration fee shall be credited to the advance to be paid by the Claimant pursuant to Article 47 of the Rules.

### Article 2

#### Fees of the Arbitral Tribunal

1. The Secretariat shall determine the fee of the Chairperson of the Arbitral Tribunal and the sole arbitrator on the basis of Table A. The fee of a sole arbitrator shall be 20 per cent higher than the fee of a Chairperson of the Arbitral Tribunal.
2. 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.
3. The amount in dispute shall be determined as the aggregate value of all claims and counterclaims. The same applies to set-off claims unless their consideration does not represent a significant increase of the workload. Where the amount in dispute cannot be established, the Secretariat shall determine the fees of the Arbitral Tribunal taking into account all relevant circumstances of the case.
4. When determining the fees of the Arbitral Tribunal, the Secretariat shall take into account the diligence and efficiency of the arbitrators, the amount of work performed, the complexity of the case, the efficiency of the proceedings and the timeliness of the making of the award. In exceptional circumstances, the Secretariat may depart from the amounts set out in Table A.

### Article 3

#### **Administrative fee of the LAC**

1. The Secretariat shall determine the administrative fee of the LAC on the basis of Table B.
2. The amount in dispute shall be determined as the aggregate value of all claims and counterclaims. The same applies to set-off claims unless their consideration does not represent a significant increase of the workload. Where the amount in dispute cannot be established, the Secretariat shall determine the administrative fee of the LAC taking into account all relevant circumstances of the case.
3. In exceptional circumstances, the Secretariat may depart from the amounts set out in Table B.

### Article 4

#### **Expenses of the Arbitral Tribunal and the LAC**

1. In addition to the fees of the Arbitral Tribunal and the administrative fee of the LAC, the Secretariat shall determine an amount to cover any reasonable expenses incurred by the arbitrators and the LAC.
2. The expenses of the Arbitral Tribunal may also include the fees and costs of experts appointed by the Arbitral Tribunal pursuant to Article 34 of the Rules.
3. The LAC may issue guidelines for the accounting of the expenses of the Arbitral Tribunal.

TABLE A

Amount in dispute (in EUR)	Fee of the Chairperson of the Arbitral Tribunal <sup>1</sup>	
	Minimum (in EUR)	Maximum (in EUR)
to 25,000	1,800	2,700
from 25,000 to 50,000	1,800 + 2.8 % of the amount above 25,000	2,700 + 4.2 % of the amount above 25,000
from 50,000 to 100,000	2,500 + 4.2 % of the amount above 50,000	3,750 + 6.3 % of the amount above 50,000
from 100,000 to 250,000	4,600 + 1.6 % of the amount above 100,000	6,900 + 2.4 % of the amount above 100,000
from 250,000 to 500,000	7,000 + 1.56 % of the amount above 250,000	10,500 + 2.34 % of the amount above 250,000
from 500,000 to 1,000,000	10,900 + 1.22 % of the amount above 500,000	16,350 + 1.83 % of the amount above 500,000
from 1,000,000 to 2,000,000	17,000 + 0.64 % of the amount above 1,000,000	25,500 + 0.96 % of the amount above 1,000,000
from 2,000,000 to 5,000,000	23,400 + 0.42 % of the amount above 2,000,000	35,100 + 0.63 % of the amount above 2,000,000
from 5,000,000 to 10,000,000	36,000 + 0.34 % of the amount above 5,000,000	54,000 + 0.51 % of the amount above 5,000,000
from 10,000,000 to 20,000,000	53,000 + 0.2 % of the amount above 10,000,000	79,500 + 0.3 % of the amount above 10,000,000
from 20,000,000 to 50,000,000	73,000 + 0.12 % of the amount above 20,000,000	109,500 + 0.18 % of the amount above 20,000,000
from 50,000,001	<b>to be determined by the Board</b>	

<sup>1</sup> The fee of a sole arbitrator is 20 % higher than the fee of a Chairperson of the Arbitral Tribunal.

TABLE B

Amount in dispute (in EUR)	Administrative fee of the LAC (in EUR)
to 25,000	2,000
from 25,000 to 50,000	2,000 + 2 % of the amount above 25,000
from 50,000 to 100,000	2,500 + 2 % of the amount above 50,000
from 100,000 to 250,000	3,500 + 1 % of the amount above 100,000
from 250,000 to 500,000	5,000 + 1 % of the amount above 250,000
from 500,000 to 1,000,000	7,500 + 0.4 % of the amount above 500,000
from 1,000,000 to 2,000,000	9,500 + 0.31 % of the amount above 1,000,000
from 2,000,000 to 5,000,000	12,600 + 0.08 % of the amount above 2,000,000
from 5,000,000 to 10,000,000	15,000 + 0.06 % of the amount above 5,000,000
from 10,000,000 to 20,000,000	18,000 + 0.02 % of the amount above 10,000,000
from 20,000,000 to 50,000,000	20,000 + 0.005 % of the amount above 20,000,000
from 50,000,001	21,500

# APPENDIX III

## EMERGENCY ARBITRATOR PROCEEDINGS

### Article 1

#### Emergency Arbitrator

1. Emergency Arbitrator Proceedings shall commence on the application of a party pursuant to Article 38 of the Rules.
2. An Emergency Arbitrator shall have the powers referred to in Article 37(1) and (2) of the Rules.
3. The powers of the Emergency Arbitrator shall terminate when the file has been transmitted to an Arbitral Tribunal pursuant to Article 20 of the Rules or when the interim measure ceases to be binding on the parties according to Article 7(3) of this Appendix.
4. Where the file is transmitted to an Arbitral Tribunal before the Emergency Arbitrator has granted an interim measure, the Emergency Arbitrator shall retain the power to grant the interim measure within the period of time referred to in Article 6(2) of this Appendix.

### Article 2

#### Application for Emergency Arbitrator Proceedings

1. A party shall, as a rule, send the Application for Emergency Arbitrator Proceedings (the Application) to the LAC via e-mail.
2. The Application shall include:
  - i. the names, addresses and contact details (e-mail addresses, telephone and fax numbers) of the parties and their representatives;
  - ii. a copy of the arbitration agreement or, in the absence of a document containing an arbitration agreement, a description and any evidence of the existence of an agreement to arbitrate;
  - iii. a description of the dispute;
  - iv. a statement of the interim measure(s) sought and the reasons therefor;

- v. reasons for the urgency, because of which the granting of an interim measure cannot await the constitution of an Arbitral Tribunal;
  - vi. a proposal as to the language and seat of the Emergency Arbitrator Proceedings and as to the applicable law; and
  - vii. proof of payment of the costs of the Emergency Arbitrator Proceedings pursuant to Article 8 of this Appendix.
3. The Application shall be submitted in the language of the arbitral proceedings as agreed by the parties. Failing such agreement, the Application shall be submitted in the language of the arbitration agreement.
  4. Where a party applies for Emergency Arbitrator Proceedings prior to the submission of the Request for Arbitration, the party shall submit the Request for Arbitration within 10 days from the date of receipt of the Application by the Secretariat. Otherwise, the Secretariat shall terminate the Emergency Arbitrator Proceedings.
  5. After receiving the Application, the Secretariat shall send it to the other party without delay.

### Article 3

#### Appointment of an Emergency Arbitrator

1. The Board shall appoint an Emergency Arbitrator as soon as possible but, as a rule, within 48 hours of receiving the Application. After the appointment has been made, the Secretariat shall transmit the Application to the Emergency Arbitrator without delay.
2. The Board shall not appoint an Emergency Arbitrator where it is *prima facie* evident from the Application that there is no jurisdiction over the dispute under these Rules.
3. An Emergency Arbitrator shall be impartial and independent. He or she shall disclose any circumstances which may give rise to justifiable doubts as to his or her impartiality or independence. Article 18 of the Rules shall apply to the Emergency Arbitrator, with the exception of the time limit referred to in Article 18(2) of the Rules, which shall be three days.
4. Unless otherwise agreed by the parties, the Emergency Arbitrator may not be appointed as an arbitrator in any proceedings relating to a dispute in which he or she acted as the Emergency Arbitrator.

## Article 4

### Seat of the Emergency Arbitrator Proceedings

The seat of the Emergency Arbitrator Proceedings shall be that which has been agreed upon by the parties as the seat of the arbitration. Where the seat of the Emergency Arbitrator Proceedings has not been agreed by the parties, the seat shall be Ljubljana unless the Board determines otherwise having regard to the circumstances of the case.

## Article 5

### Conduct of the Emergency Arbitrator Proceedings

The Emergency Arbitrator shall conduct the Emergency Arbitrator Proceedings in such manner as he or she considers appropriate, taking into account the circumstances of the case and the urgent nature of the proceedings. In any case, the Emergency Arbitrator shall treat the parties with equality and give each of them a reasonable opportunity of presenting its case.

## Article 6

### Decisions on interim measures

1. The Emergency Arbitrator shall make any decision on interim measures in the form of an order.
2. The order shall be made no later than 15 days from the date on which the Application is transmitted to the Emergency Arbitrator by the Secretariat pursuant to Article 3(1) of this Appendix. For justified reasons, the Board may extend this time limit upon a request by the Emergency Arbitrator or of its own motion. In doing so, it may require from the Emergency Arbitrator explanations as to the status of the case and the reasons for his or her inability to render the order within the time limit.
3. The order shall:
  - i. be made in writing;
  - ii. state the date when it was made, the seat of the Emergency Arbitrator Proceedings and the reasons upon which the order is based; and
  - iii. be signed by the Emergency Arbitrator.
4. The Emergency Arbitrator shall promptly send a copy of the order to the parties and to the LAC.

## Article 7

### Effect of an interim measure

1. An interim measure shall be binding on the parties. By agreeing to arbitration under these Rules, the parties undertake to comply with any interim measure without delay or within the time period set by the Emergency Arbitrator.
2. The Emergency Arbitrator may modify, suspend or terminate the interim measure upon a reasoned request by any party.
3. The interim measure ceases to be binding on the parties:
  - i. if the Emergency Arbitrator Proceedings are terminated pursuant to Article 2(4) of this Appendix; or
  - ii. if the challenge of the Emergency Arbitrator is sustained; or
  - iii. if the Emergency Arbitrator or the Arbitral Tribunal so decides; or
  - iv. upon the conclusion of the arbitral proceedings, unless the Arbitral Tribunal decides otherwise.
4. The Arbitral Tribunal is not bound by any order of the Emergency Arbitrator and the reasons upon which it is based.

## Article 8

### Costs of the Emergency Arbitrator Proceedings

1. Upon the submission of the Application, the applying party shall pay the costs of the Emergency Arbitrator Proceedings.
2. The costs of the Emergency Arbitrator Proceedings consist of:
  - i. the fee of the Emergency Arbitrator in the amount of 10,000 EUR; and
  - ii. a non-refundable administrative fee in the amount of 3,000 EUR.
3. The costs of the Emergency Arbitrator Proceedings do not include any value added tax.
4. Upon a request of the Emergency Arbitrator or of its own motion, the Board may decide to increase or reduce the costs of the Emergency Arbitrator Proceedings having regard to the circumstances of the case, the work performed by the Emergency Arbitrator and the LAC, and any other relevant circumstances.

5. If the party fails to pay the costs of the Emergency Arbitrator Proceedings in due time, the Secretariat shall not consider the Application or shall terminate the Emergency Arbitrator Proceedings.
6. At the request of any party, the Arbitral Tribunal shall allocate, in the arbitral award, the costs of the Emergency Arbitrator Proceedings between the parties.

## **Article 9**

### **General rule**

In all matters not expressly provided for in this Appendix, the Emergency Arbitrator, the Board and the Secretariat shall act in the spirit of this Appendix and the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia.

STANDARD  
ARBITRATION CLAUSES



## Arbitration

Any dispute, controversy or claim arising out of or in connection with this contract including the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia.

*Recommended additions:*

- *The arbitral tribunal shall be composed of [three arbitrators / a sole arbitrator].*
- *The seat of the arbitration shall be [city and state].*
- *The language to be used in the arbitral proceedings shall be [...].*
- *The governing law of the contract shall be the substantive law of [...].*

# Expedited Arbitration

Any dispute, controversy or claim arising out of or in connection with this contract including the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia with the application of the Rules for Expedited Arbitral Proceedings.

*Recommended additions:*

- *The arbitral tribunal shall be composed of [a sole arbitrator / three arbitrators].*
- *The seat of the arbitration shall be [city and state].*
- *The language to be used in the arbitral proceedings shall be [...].*
- *The governing law of the contract shall be the substantive law of [...].*

# Arbitration without an Emergency Arbitrator

Any dispute, controversy or claim arising out of or in connection with this contract including the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia. The provisions on the Emergency Arbitrator Proceedings shall not apply.

*Recommended additions:*

- *The arbitral tribunal shall be composed of [three arbitrators / a sole arbitrator].*
- *The seat of the arbitration shall be [city and state].*
- *The language to be used in the arbitral proceedings shall be [...].*
- *The governing law of the contract shall be the substantive law of [...].*

# How to use the standard arbitration clauses of the LAC

Where the parties wish to refer their dispute to the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia (LAC), it is recommended that they include into their contract one of the above standard arbitration clauses.

By including a standard arbitration clause into their contract the parties agree for the dispute to be resolved by arbitration at the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia, thereby ensuring a fast, efficient and professional resolution of their dispute. The standard arbitration clauses may be amended or adapted by the parties according to their needs or circumstances. For example, the parties may agree on a different number of arbitrators (the Ljubljana Arbitration Rules contain a presumption favouring a three arbitrator tribunal). The parties may also agree on the seat of the arbitration, the language of the proceedings and the law applicable to the substance of the dispute.

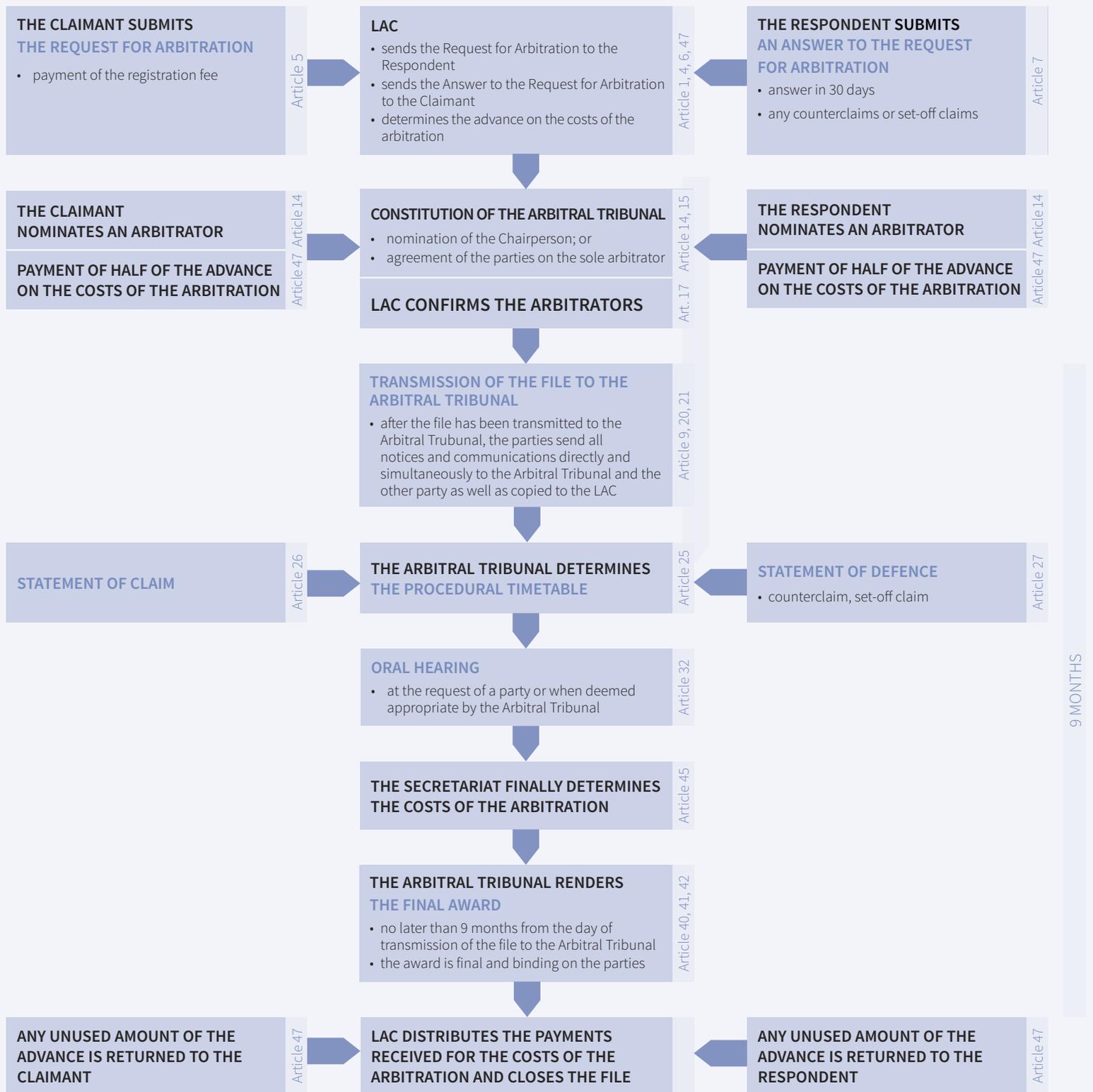
Where the dispute is less complicated or the amount in dispute is low and a fast resolution is particularly important to the parties, they may include into their contract the standard arbitration clause which provides for the application of the Rules for Expedited Arbitral Proceedings (Article 48 of the Ljubljana Arbitration Rules).

The Ljubljana Arbitration Rules also include Emergency Arbitrator Proceedings (Appendix III). Where the parties wish to opt-out of Emergency Arbitrator Proceedings, it is recommended that they include in their contract the standard arbitration clause for the exclusion of the provisions on the Emergency Arbitrator Proceedings.

When drafting the arbitration clause the parties should exercise particular care. It is important that the arbitration clause exhibits a clear and unambiguous agreement of the parties that any disputes will be finally settled by arbitration (and not a state court) and that it will be submitted for arbitration at the LAC. An unclear or ambiguous arbitration clause may significantly hinder or even compromise the arbitration proceedings.

More information on arbitration proceedings and the standard arbitration clauses in other languages may be found at:

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



9 MONTHS

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at the Chamber of Commerce and Industry  
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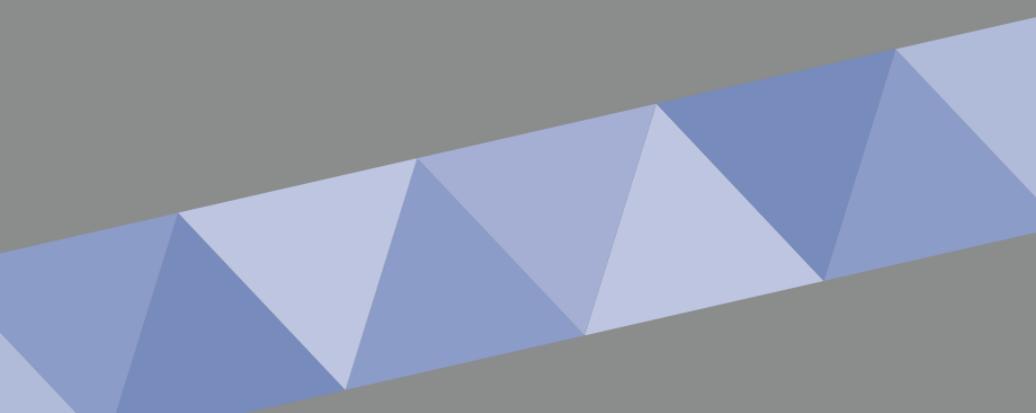
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