



Arbitration and Mediation Court of the Caribbean Inc.

Non-International Arbitration Rules

2018

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Introduction

Operating from its base in Barbados, the Arbitration and Mediation Court of the Caribbean Inc. (AMCC) provides dispute resolution services for domestic, regional and international clients, with the capacity to conduct proceedings in any language chosen by the parties. In line with best international practices, AMCC's procedures deliver independent, efficient and economic services for clients.

These Rules are designed to provide a complete framework for disputing parties, their counsel, arbitrators, mediators and experts involved in **non-international arbitration** cases under the auspices of AMCC. Separate Rules are available for international arbitration, mediation, conciliation and a number of other dispute resolution processes via AMCC's website: www.caribcourt.org.

AMCC Non-International Arbitration Rules

Article 1: Scope of Application

1. Any agreement, submission or reference howsoever made or evidenced in writing (whether signed or not) and providing in whatsoever manner for arbitration under these Arbitration Rules (“Rules”), or for arbitration of a non-international Barbados dispute by the Arbitration and Mediation Court of the Caribbean Inc. (AMCC) without designating particular rules, the parties thereto shall be taken to have agreed in writing that any arbitration between them shall be conducted in accordance with these Rules, subject to modifications that the parties may adopt in writing.
2. A dispute is a non-international dispute for the purpose of these Rules where all parties at the conclusion of the Arbitration Agreement had their place of business in Barbados and:
 - a) where a substantial part of the obligations of the commercial relationship were to be performed in Barbados; or
 - b) where the subject matter of the dispute is most closely connected with Barbados.
3. Any question whether a dispute is to be treated as a non-international case for the purpose of these Rules and falls to be arbitrated and administered under these Rules or should be arbitrated and administered under other AMCC rules is determined by AMCC, whose decision is final and, to the extent permitted by the Arbitration Act Cap. 110 of the Laws of Barbados (the “Act”) or any other applicable law(s) of Barbados, not subject to appeal or review.
4. The parties, by agreeing to submit or refer their dispute to AMCC for arbitration under Article 1.1, agree that these Rules take precedence over any and all provisions in the underlying contract between the parties relating to dispute resolution.
5. AMCC is the Administrator of these Rules.
6. Nothing in these Rules shall prevent parties to a dispute or arbitration agreement from naming AMCC as appointing authority, or from requesting certain

administrative services from AMCC, without subjecting the arbitration to the provisions contained within these Rules. For the avoidance of doubt, these Rules shall not govern arbitrations where an arbitration agreement provides for arbitration under other rules, including other rules adopted by AMCC from time to time.

7. These Rules govern the arbitration, except that, where any such rule is in conflict with any provision of the Act or any other applicable law(s) of Barbados to the arbitration from which the parties cannot derogate, that provision shall prevail.
8. When parties agree to arbitrate under these Rules, or when they provide for arbitration of a dispute by AMCC without designating particular rules, they thereby authorise AMCC to administer the arbitration. These Rules specify the duties and responsibilities of AMCC as the Administrator. AMCC shall provide services through AMCC's case management offices and arbitrations administered under these Rules shall be administered only by AMCC.
9. Unless the parties agree or AMCC determines otherwise, the Expedited Procedures shall apply in any case in which no disclosed claim or counterclaim exceeds BDS \$1,500,000 exclusive of interest and the costs of arbitration. The parties may also agree to use the Expedited Procedures in other cases. The Expedited Procedures shall be applied as described in Article 15 of these Rules, in addition to any other portion of these Rules that is not in conflict with the Expedited Procedures. Where no party's claim or counterclaim exceeds BDS \$500,000 exclusive of interest, attorneys' fees, and other arbitration costs, the dispute shall be resolved by written submissions only unless the arbitrator determines that an oral hearing is necessary.
10. These Rules comprise the Articles and the Index, together with the Annex to these Rules and the Schedule of Costs as both from time to time may be separately amended by AMCC.
11. AMCC may from time to time issue practice notes to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.
12. English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version of these Rules and the version in any other language, the English version of these Rules shall prevail.

Article 2: Interpretation

1. AMCC shall have the power to interpret all provisions of these Rules. The Arbitral Tribunal shall interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation by AMCC and the Arbitral Tribunal in a particular matter, the Arbitral Tribunal's interpretation shall prevail.
2. AMCC has no obligation to give reasons for any decision it makes in respect of any arbitration commenced under these Rules. All decisions made by AMCC under these Rules are final and, to the extent permitted by the Act and any applicable law(s), not subject to appeal.
3. In these Rules:

“Act” means the Arbitration Act Cap. 110 of the Laws of Barbados (1958);

“Administrator” refers to AMCC as the institution responsible for administering these Rules.

“Arbitral Tribunal” includes any sole arbitrator and all the arbitrators where more than one is appointed.

“Arbitration Agreement” means a written agreement to submit present or future differences to arbitration, whether an arbitrator is named therein or not, as per the Act;

“Award” includes an interim, interlocutory, partial or final award and an award of an Emergency Arbitrator;

“Board” means the AMCC Board of Directors;

“AMCC” means the Arbitration and Mediation Court of the Caribbean Inc.;

“Chairman” means to the Chairman of the AMCC Board of Directors and includes the Deputy Chairman;

“Claim”, “Counterclaim”, “Cross-claim” or “Setoff” means any claim or claims by any party against any other party;

“Claimant” includes references to one or more claimants;

“Court” means the High Court or the Supreme Court of Barbados;

“Director General” means the Director General of AMCC;

“Defence” means any defence or defences by any party to any claim, counterclaim or cross-claim submitted by any other party, including any defence for the purpose of setoff;

“Expert” includes one or more experts in the proceedings;

“Party” or “Parties” means claimants, respondents and any additional parties;

“Registrar” means the Registrar and includes any Deputy Registrar;

“Respondent” includes references to one or more respondents;

“Seat of Arbitration” means Barbados; and

“Witness” includes one or more witnesses in the proceedings.

4. Any pronoun within these Rules shall be understood to be gender-neutral and any singular noun shall be understood to refer to the plural in the appropriate circumstances.

Article 3: Communications and Periods of Time

1. Any notice or written communication pursuant to these Rules shall be in writing, and shall be deemed to be received by a party or arbitrator or AMCC if delivered:
 - a) to the addressee personally;
 - b) to the addressee’s habitual residence;
 - c) to the representative of the addressee as notified in writing in the arbitration;
 - d) to any address agreed by the parties;

- e) to the address specified in any applicable agreement between the relevant parties;
 - f) according to the practice of the parties in prior dealings; or
 - g) if none of these can be found after making reasonable inquiry, then at the addressee's last known residence or place of business.
2. Any such notice or written communication may be delivered or sent by registered post or courier service or transmitted by any form of electronic communication, including email and facsimile, or any other means that provides a record of its delivery, including the time and date.
 3. Any such notice or written communication shall be deemed to be received on the earliest day when it is delivered pursuant to Article 3.1 and 3.2 above. Where such notice or written communication is being delivered or transmitted to more than one party, or more than one arbitrator, such notice or written communication shall be deemed to be received when it is delivered or transmitted pursuant to Article 3.1 and 2 above to the last intended recipient.
 4. For the purposes of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, communication or proposal is received. If the last day of such period is a non-business day, the period shall be extended until the first business day which follows. Non-business days occurring during the running of the period of time are included in calculating the period.
 5. The parties shall file with AMCC a copy of any notice, communication or proposal concerning the arbitral proceedings.
 6. AMCC may, subject to the circumstances of individual cases, at any time extend or shorten the time limits prescribed under these Rules, or any separate time limits AMCC has set. AMCC shall not amend any time limits set by the Arbitral Tribunal unless it directs otherwise.

Article 4: The Director General and Registrar

1. AMCC's functions under the Arbitration Agreement shall be performed in its name by the Chairman of the Board (the "Chairman") or the Director General.

2. The functions of the Registrar (the “Registrar”) under the Arbitration Agreement shall be performed by the Registrar or any Deputy Registrar.
3. All communications in the Arbitration to AMCC from any party, arbitrator or expert to the Arbitral Tribunal shall be addressed to the Registrar.

Article 5: Notice of Arbitration

1. Any party wishing to commence an arbitration under these Rules (the “Claimant”) shall deliver to the Registrar, and at the same time to the party against whom a claim is being made (the “Respondent”), a written Notice of Arbitration.
2. The arbitration shall be deemed to commence on the date (“Commencement Date”) on which the Registrar receives the Notice of Arbitration. For the avoidance of doubt, this date shall be determined in accordance with the provisions of Articles 3.3 and 3.4.
3. The Notice of Arbitration shall contain or be accompanied by the following information:
 - a) a demand that the dispute be referred to arbitration;
 - b) the names, addresses, telephone numbers, fax numbers, and email addresses of the parties and, if known, of their representatives;
 - c) a copy of the entire arbitration clause or agreement being invoked, and, where claims are made under more than one arbitration agreement, a copy of the arbitration agreement under which each claim is made;
 - d) a reference to any contract, or other instrument out of or in relation to which the dispute arises;
 - e) a brief description of the nature and circumstances of the claim and of the facts supporting it;
 - f) the relief or remedy sought and any amount claimed;
 - g) the estimated monetary value of the claim, where possible;
 - h) optionally, proposals, consistent with any prior agreement between or

among the parties, as to the means of designating the arbitrators, the number of arbitrators, the seat of arbitration, the language(s) of the arbitration, and any interest in mediating the dispute;

- i) if the Arbitration Agreement (or any other written agreement) provides for any form of party nomination of arbitrators, the full name, postal address, email address, telephone and facsimile numbers of the Claimant's nominee;
 - j) confirmation that the registration fee in the Schedule of Costs has been or is being paid to AMCC, without which actual receipt of such payment the Notice shall be treated by the Registrar as not having been delivered and the arbitration as not having been commenced under the Arbitration Agreement; and
 - k) confirmation that copies of the Notice (including all accompanying documents) have been or are being delivered to all other parties to the arbitration by one or more means to be identified specifically in such confirmation, to be supported then or as soon as possible thereafter by documentary proof of actual delivery (including the date of delivery) or, if actual delivery is demonstrated to be impossible, sufficient information as to any other effective form of notification.
4. The Notice of Arbitration (including all accompanying documents) may be submitted to the Registrar in electronic form (as email attachments) or in paper form or in both forms. If submitted in paper form, the Notice of Arbitration shall be submitted in two [2] copies where a sole arbitrator is to be appointed, or if the parties have agreed or the Claimant proposes that three arbitrators are to be appointed, in four [4] copies.
 5. The Claimant may use, but is not required to do so, the standard electronic form available on-line from AMCC's website for AMCC Notices of Arbitration.
 6. The date of receipt of the complete Notice of Arbitration by the Registrar shall be deemed the Commencement Date of the arbitration (subject, as above AMCC's actual receipt of the registration fee). For the avoidance of doubt, the Notice or Arbitration is deemed to be complete where all the requirements of Articles 4.3 and 4.4 are fulfilled or when the Registrar determines that there has been substantial compliance with such requirements.

7. Upon receipt of the Notice of Arbitration, the Registrar shall communicate with all parties with respect to the arbitration and shall acknowledge the commencement of the arbitration.

Article 6: Answer and Counterclaim

1. Within fifteen [15] days after the commencement of the arbitration, or such lesser or greater period to be determined by AMCC upon application by any party or upon its own initiative (pursuant to Article 3.6), the Respondent shall submit to the Claimant, to any other parties, and to the Registrar a written Answer to the Notice of Arbitration, containing or accompanied by:
 - a) the Respondent's full name and all contact details (including postal address, email address, telephone and facsimile numbers) for the purpose of receiving delivery of all documentation in the arbitration and the same particulars for its legal representatives, if any;
 - b) any plea that an Arbitral Tribunal constituted under these Rules lacks jurisdiction;
 - c) the Respondent's comments on the particulars set forth in the Notice of Arbitration, pursuant to Article 5.3(e);
 - d) the Respondent's answer to the relief or remedy sought in the Notice of Arbitration, pursuant to Article 5.3(f);
 - e) the Respondent's proposal as to the number of arbitrators (i.e. one [1] or three [3]), if the parties have not previously agreed thereon;
 - f) the parties' joint designation of a sole arbitrator or the Respondent's designation of an arbitrator; and
 - g) confirmation that copies of the Answer to the Notice of Arbitration (including all accompanying documents) have been or are being delivered to all other parties to the arbitration by one or more means of delivery to be identified in such confirmation, to be supported then or as soon as possible thereafter by documentary proof of actual delivery (including the date of delivery) or, if actual delivery is demonstrated to be impossible, sufficient information as to any other effective form of notification.

2. At the time the Respondent submits its Answer, the Respondent may make any counterclaims or cross-claims covered by the agreement to arbitrate or assert any setoffs and the Claimant shall within fifteen [15] days submit to the Respondent, to any other parties, and to the Registrar a written Answer to the counterclaim, cross-claim or setoffs.
3. A counterclaim, cross-claim or setoff shall contain the same information required of a Notice of Arbitration under Article 5.3 and shall be accompanied by the appropriate filing fee.
4. The Respondent shall, within fifteen [15] days after the commencement of the arbitration, submit to the Claimant, to any other parties, and to the Registrar a response to any proposals by the Claimant not previously agreed upon, or submit its own proposals, consistent with any prior agreement between or among the parties, as to the means of designating the arbitrators, the number of arbitrators, the language(s) of the arbitration, and any interest in mediating the dispute.
5. The Answer to the Notice of Arbitration (including all accompanying documents) may be submitted to the Registrar in electronic form (as email attachments) or in paper form or in both forms. If submitted in paper form, the Notice of Arbitration shall be submitted in two [2] copies where a sole arbitrator is to be appointed, or if the parties have agreed or the Respondent proposes that three arbitrators are to be appointed, in four [4] copies.
6. The Respondent may use, but is not required to do so, the standard electronic form available on-line from AMCC's website for AMCC Answers to Notices of Arbitration.
7. The Arbitral Tribunal, or the Registrar if the Arbitral Tribunal has not yet been constituted, may extend any of the time limits established in this Article if it considers such an extension justified.
8. Failure to deliver a response to the Notice of Arbitration, or to the Answer to the Notice of Arbitration in the event of a counterclaim, cross-claim or setoff, by any party within time shall constitute an irrevocable waiver of that party's opportunity to nominate or propose any arbitral candidate. Failure to deliver any or any part of a response to the Notice of Arbitration, or to the Answer to the Notice of Arbitration in the event of a counterclaim, cross-claim or setoff, by any party within time or at all shall not (by itself) preclude that party from denying

any claim or from advancing any defence, counterclaim, cross-claim or setoff in the arbitration.

9. Failure of any party to deliver a response to the Notice of Arbitration, or to the Answer to the Notice of Arbitration in the event of a counterclaim, cross-claim or setoff, shall not preclude the arbitration from proceeding.

Article 7: Administrative Conference

The Registrar may conduct an administrative conference before the Arbitral Tribunal is constituted to facilitate party discussion and agreement on issues such as arbitrator selection, mediating the dispute, process efficiencies, and any other administrative matters.

Article 8: Mediation

Following the time for submission of an Answer to the Notice of Arbitration, or of the Answer to the Notice of Arbitration in the event of a counterclaim, cross-claim or setoff, the Registrar may invite the parties to mediate in accordance with AMCC's Mediation Rules. At any stage of the proceedings, the parties may agree to mediate in accordance with AMCC's Mediation Rules. Unless the parties agree otherwise, the mediation shall proceed concurrently with the arbitration and the mediator shall not be an arbitrator appointed to the case.

Article 9: Emergency Measures

1. A party may apply for emergency relief before the constitution of the Arbitral Tribunal by submitting a written notice to AMCC and to all other parties setting forth the nature of the relief sought, the reasons why such relief is required on an emergency basis, and the reasons why the party is entitled to such relief. The notice shall be submitted concurrent with or following the submission of a Notice of Arbitration. Such notice may be given by email and must include a statement certifying that all parties have been notified or an explanation of the steps taken in good faith to notify all parties. The notice shall be accompanied by the applicant's written confirmation that the applicant has paid or is paying to AMCC the Special Fee under this Article 9, without which actual receipt of such payment the notice shall be dismissed by AMCC. Its amount is prescribed in the Schedule of Costs, covering the fees and expenses of the Emergency Arbitrator and the administrative fees and expenses of AMCC. After the appointment of the

Emergency Arbitrator, the amount of the Special Fee payable by the applicant may be increased by AMCC in accordance with the Schedule. Article 33 shall not apply to any Special Fee paid to AMCC.

2. Within one [1] business day of receipt of the notice and payment of any Special Fee as provided in Article 9.1, the Registrar shall seek to appoint a single Emergency Arbitrator.
3. Prior to accepting appointment, a prospective Emergency Arbitrator shall, in accordance with Article 14, disclose to the Registrar any circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within one [1] business day of the communication by the Registrar to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.
4. The Emergency Arbitrator shall as soon as possible, and in any event within two [2] business days of appointment, establish a schedule for consideration of the application for emergency relief. Such schedule shall provide a reasonable opportunity to all parties to be heard and may provide for proceedings by telephone, video, written submissions, or other suitable means, as alternatives to an in-person hearing. The Emergency Arbitrator shall have the authority vested in the Arbitral Tribunal under Article 22, including the authority to rule on her/his own jurisdiction, and shall resolve any disputes over the applicability of this Rule.
5. The Emergency Arbitrator shall have the power to order or award any interim or conservancy measures that the Emergency Arbitrator deems necessary, including injunctive relief and measures for the protection or conservation of property. Any such measures may take the form of an interim award or of an order. The Emergency Arbitrator shall give reasons in either case. The Emergency Arbitrator may modify or vacate the interim award or order. Any interim award or order shall have the same effect as an interim measure made pursuant to Article 30 and shall be binding on the parties when rendered. The parties shall undertake to comply with such an interim award or order without delay.
6. The Emergency Arbitrator shall have no further power to act after the Arbitral Tribunal is constituted. Once the Arbitral Tribunal has been constituted, the Arbitral Tribunal may reconsider, modify, or vacate the interim award or order of emergency relief issued by the Emergency Arbitrator. The Emergency

Arbitrator may not serve as a member of the Arbitral Tribunal, unless the parties agree otherwise.

7. Any interim award or order of emergency relief may be conditioned on provision of appropriate security by the party seeking such relief.
8. A request for interim measures addressed by a party to either the High Court or the Supreme Court of Barbados (the “Court”) or other legal authority shall not be deemed incompatible with this Rule or with the agreement to arbitrate or a waiver of the right to arbitrate.
9. The costs associated with applications for emergency relief shall be addressed by the Emergency Arbitrator, subject to the power of the Arbitral Tribunal to determine finally the apportionment of such costs.

Article 10: Consolidation

1. At the request of a party, AMCC may appoint a consolidation arbitrator, who will have the power to consolidate two or more arbitrations pending under these Rules, or these and other arbitration rules administered by AMCC, into a single arbitration where:
 - a) the parties have expressly agreed to consolidation; or
 - b) all of the claims and counterclaims in the arbitrations are made under the same Arbitration Agreement; or
 - c) the claims, counterclaims, cross-claims or setoffs in the arbitrations are made under more than one Arbitration Agreement; the arbitrations involve the same parties; the disputes in the arbitrations arise in connection with the same legal relationship; and the consolidation arbitrator finds the Arbitration Agreements to be compatible.
2. A consolidation arbitrator shall be appointed as follows:
 - a) The Registrar shall notify the parties in writing of its intention to appoint a consolidation arbitrator and invite the parties to agree upon a procedure for the appointment of a consolidation arbitrator.
 - b) If the parties have not within fifteen [15] days of such notice agreed upon a procedure for appointment of a consolidation arbitrator, AMCC shall

appoint the consolidation arbitrator.

- c) Absent the agreement of all parties, the consolidation arbitrator shall not be an arbitrator who is appointed to any pending arbitration subject to potential consolidation under this Article.
 - d) The provisions of Articles 12-14 of these Rules shall apply to the appointment of the consolidation arbitrator.
3. In deciding whether to consolidate, the consolidation arbitrator shall consult the parties and may consult the Arbitral Tribunal(s) and may take into account all relevant circumstances, including:
 - a) the Act and any applicable law(s);
 - b) whether one or more arbitrators have been appointed in more than one of the arbitrations and, if so, whether the same or different persons have been appointed;
 - c) the progress already made in the arbitrations;
 - d) whether the arbitrations raise common issues of law and/or facts; and
 - e) whether the consolidation of the arbitrations would serve the interests of justice and efficiency.
4. The consolidation arbitrator may order that any or all arbitrations subject to potential consolidation be stayed pending a ruling on a request for consolidation.
5. When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties or the consolidation arbitrator finds otherwise.
6. Where the consolidation arbitrator decides to consolidate an arbitration with one or more other arbitrations, each party in those arbitrations shall be deemed to have waived its right to appoint an arbitrator. The consolidation arbitrator may revoke the appointment of any arbitrators and may select one of the previously-appointed Arbitral Tribunals to serve in the consolidated proceeding. AMCC shall, as necessary, complete the appointment of the Arbitral Tribunal in the consolidated proceeding. Absent the agreement of all parties, the consolidation arbitrator shall not be appointed in the consolidated proceeding.

7. The decision as to consolidation, which need not include a statement of reasons, shall be rendered within fifteen [15] days of the date for final submissions on consolidation.

Article 11: Amendments

Any party may amend or supplement its claim, counterclaim, cross-claim, setoff, or defence unless the Arbitral Tribunal considers it inappropriate to allow such amendment or supplement because of the party's delay in making it, prejudice to the other parties, or any other circumstances. A party may not amend or supplement a claim, counterclaim or cross-claim if the amendment or supplement would fall outside the scope of the Arbitration Agreement. The Arbitral Tribunal may permit an amendment or supplement subject to an award of costs and/or the payment of filing fees as determined by the Registrar.

Article 12: Appointment of Arbitrators

1. The formation of the Arbitral Tribunal by AMCC shall not be impeded by any controversy between the parties relating to the sufficiency of the Notice of Arbitration or the Answer(s) to the Notice of Arbitration. AMCC may also proceed with the arbitration notwithstanding that the Notice of Arbitration is incomplete or the Answer(s) to the Notice of Arbitration is/are missing, late or incomplete.
2. The parties may agree upon any procedure for appointing arbitrators and shall inform the Registrar as to such procedure.
3. The parties may agree to select arbitrators, with or without the assistance of the Registrar. When such selections are made, the parties shall take into account the arbitrators' availability to serve and shall notify the Registrar so that a Notice of Appointment can be communicated to the arbitrators, together with a copy of these Rules.
4. If the parties have agreed that any arbitrator is to be appointed by one or more of the parties, or by any third person including the arbitrators already appointed, that agreement shall be treated as an agreement to nominate an arbitrator under these Rules.
5. In all cases, the arbitrators nominated by the parties, or by any third person

- including the arbitrators already appointed, shall be subject to appointment by AMCC at its discretion.
6. AMCC shall appoint the Arbitral Tribunal promptly after receipt by the Registrar of the Answer to the Notice of Arbitration, or if no Answer is received, within thirty [30] days from the Commencement Date (or such other lesser or greater period to be determined by AMCC pursuant to Article 28.5).
 7. Any decision by AMCC to appoint an arbitrator under these Rules shall be final and, to the extent permitted by the Act and any applicable law(s), not subject to appeal.
 8. The terms of appointment of each arbitrator shall be fixed by the Registrar in accordance with these Rules and Practice Notes for the time being in force, or in accordance with the agreement of the parties.
 9. A sole arbitrator shall be appointed unless the parties have agreed in writing otherwise or if AMCC determines that in the circumstances a three-member Arbitral Tribunal is appropriate (or, exceptionally, more than three).
 10. If three [3] arbitrators are to be appointed, each party shall nominate one arbitrator. If a party fails to make a nomination within fifteen [15] days after receipt of a party's nomination of an arbitrator, or in the manner otherwise agreed by the parties, the Chairman shall proceed to appoint the arbitrator on AMCC's behalf. Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the time limit fixed by the parties or the Registrar, the third arbitrator, who shall act as the presiding arbitrator, shall be appointed by the Chairman.
 11. AMCC shall appoint arbitrators with due regard for any particular method or criteria of selection agreed in writing by the parties. AMCC shall also take into account the transaction(s) at issue, the nature and circumstances of the dispute, its monetary amount or value, the number of parties and all other factors which it may consider relevant in the circumstances.
 12. The Chairman shall only be eligible to be appointed as an arbitrator if the parties agree in writing to nominate him or her as the sole or presiding arbitrator; and the Director General shall only be eligible to be appointed as arbitrator if nominated in writing by a party or parties – provided that no such nominee shall

have taken or shall take thereafter any part in any function of AMCC relating to such arbitrations.

Article 13: Multi-party Appointment of Arbitrators

1. Where there are more than two [2] parties in the arbitration, and three [3] arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. In the absence of both such joint nomination having been made within thirty [30] days of receipt by the Registrar of the Notice of Arbitration or within the period agreed by the parties or set by the Registrar, the Chairman shall appoint all three arbitrators and shall designate one of them to act as the presiding arbitrator.
2. Where there are more than two [2] parties in the arbitration, and one arbitrator is to be appointed, all parties are to agree on an arbitrator. In the absence of such a joint nomination having been made within thirty [30] days of receipt by the Registrar of the Notice of Arbitration or within the period agreed by the parties or set by the Registrar, the Chairman shall appoint the arbitrator.
3. In such circumstances, the Arbitration Agreement shall be treated for all purposes as written agreement by the parties for the nomination and appointment of the Arbitral Tribunal by AMCC alone.

Article 14: Qualifications of Arbitrators

1. Any Arbitrator, whether or not nominated by the parties, conducting an arbitration under these Rules shall be and remain at all times impartial and independent, and shall not act as an advocate for or representative of any party. No arbitrator shall advise any party on the parties' dispute or the outcome of the arbitration.
2. In making an appointment under these Rules, the Chairman shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such circumstances as are likely to secure the appointment of an independent and impartial arbitrator.
3. The Chairman shall also consider whether the arbitrator has sufficient availability to determine the case in a prompt and efficient manner appropriate to the nature of the arbitration.

4. An arbitrator shall disclose to the parties and to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence as soon as reasonably practicable and in any event before appointment by the Chairman.
5. An arbitrator shall immediately disclose to the parties, to the other arbitrators and to the Registrar any circumstances of a similar nature that may arise during the arbitration.
6. If the parties have agreed on any qualifications required of an arbitrator, the arbitrator shall be deemed to meet such qualifications unless a party states that the arbitrator is not so qualified within fifteen [15] days after receipt by that party of the notification of the nomination of the arbitrator. In the event of such a challenge, the procedure for challenge and replacement of an arbitrator in Articles 16 and 17 shall apply.
7. No party or anyone acting on its behalf shall have ex parte communication relating to the case with any arbitrator or with any candidate for appointment as party-nominated arbitrator, except to advise the candidate of the general nature of the dispute and of the anticipated proceedings and to discuss the candidate's qualifications, availability or independence in relation to the parties, or to discuss the suitability of candidates for selection as a third arbitrator where the parties or party-designated arbitrators are to participate in that selection. No party or anyone acting on its behalf shall have any ex parte communication relating to the case with any candidate for presiding arbitrator.
8. If appointed, each arbitral candidate shall thereby assume a continuing duty as an arbitrator, until the arbitration is finally concluded.

Article 15: Expedited Procedure

1. Prior to the full constitution of the Arbitral Tribunal, a party may apply to the Registrar in writing for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Article 15 where any of the following criteria is satisfied:
 - a) the amount in dispute does not exceed the equivalent amount of BDS \$1,500,000, representing the aggregate of the claim, counterclaim, cross-claim and any setoff defence;

- b) the parties so agree; or
 - c) in cases of exceptional urgency.
2. When a party has applied to the Registrar under Rule 15.1, and when the Chairman determines, after considering the views of the parties that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:
- a) The Registrar may shorten any time limits under these Rules;
 - b) The case shall be referred to a sole arbitrator, unless the Chairman determines otherwise;
 - c) Unless the parties agree that the dispute shall be decided on the basis of documentary evidence only, the Arbitral Tribunal shall hold a hearing for the examination of all witnesses and expert witnesses as well as for any argument;
 - d) The award shall be made within six months from the date when the Arbitral Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time; and
 - e) The Arbitral Tribunal shall state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given.

Article 16: Expedited Appointment of Replacement Arbitrator

1. Any party may apply to AMCC for the expedited appointment of a replacement arbitrator under this Article 16.
2. Such an application shall be made in writing to the Registrar (preferably by electronic means), delivered (or notified) to all other parties to the arbitration; and it shall set out the specific grounds requiring the expedited appointment of the replacement arbitrator.
3. The Chairman shall determine the application as expeditiously as possible in the circumstances. If the application is granted, for the purpose of expediting the appointment of the replacement arbitrator the Chairman may abridge any period of time in the Arbitration Agreement or any other agreement of the parties

(pursuant to Article 28.5).

Article 17: Revocation and Challenges

1. AMCC may revoke any arbitrator's appointment upon its own initiative, at the written request of all other members of the Arbitral Tribunal or upon a written challenge by any party if:
 - a) that arbitrator gives written notice to AMCC of his or her intent to resign as arbitrator, to be copied to all parties and all other members of the Arbitral Tribunal (if any);
 - b) that arbitrator falls seriously ill, refuses or becomes unable or unfit to act; or
 - c) circumstances exist that give rise to justifiable doubts as to that arbitrator's impartiality or independence or if the arbitrator does not possess any requisite qualifications on which the parties have agreed.
2. AMCC may determine that an arbitrator is unfit to act under Article 17.1 if that arbitrator:
 - a) acts in deliberate violation of the Arbitration Agreement;
 - b) does not act fairly or impartially as between the parties; or
 - c) does not conduct or participate in the arbitration with reasonable efficiency, diligence and industry.
3. A party challenging an arbitrator under Article 17.1(c) shall send notice of challenge within fourteen [14] days after the receipt of the notice of appointment of the arbitrator who is being challenged or (if later) within 14 days of becoming aware of any grounds described in Article 17.1 or 17.2. A party may challenge an arbitrator whom it has nominated, or in whose appointment it has participated, only for reasons of which it becomes aware after the appointment has been made by AMCC.
4. The notice of challenge shall be filed with the Registrar and shall be sent simultaneously to the other party, the arbitrator who is being challenged and the other members of the Arbitral Tribunal. The notice of challenge shall be in writing and shall state the reasons for the challenge. The Registrar may order a

suspension of the arbitration until the challenge is resolved.

5. AMCC shall provide to the other parties and the challenged arbitrator a reasonable opportunity to comment on the challenging party's written statement. AMCC may require at any time further information and materials from the challenging party, the challenged arbitrator, other parties and other members of the Arbitral Tribunal (if any).
6. When an arbitrator is challenged by one party, all other parties may agree in writing to the challenge within fourteen [14] days of receipt of the notice of challenge. In such circumstances, AMCC shall revoke that arbitrator's appointment. The challenged arbitrator may also withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge.

Article 18: Decision on Challenge

1. Unless the parties so agree or the challenged arbitrator resigns in writing within fourteen [14] days of receipt of the notice of challenge, AMCC shall decide the challenge and, if upheld, shall revoke that arbitrator's appointment. AMCC's decision shall be made in writing, with reasons; and a copy shall be transmitted by the Registrar to the parties, the challenged arbitrator and other members of the Arbitral Tribunal (if any).
2. If AMCC sustains the challenge, a substitute arbitrator shall be appointed and AMCC may determine whether or not to follow the original nominating process for such arbitral appointment.
3. If AMCC rejects the challenge, the arbitrator shall continue with the arbitration. Unless the Registrar ordered the suspension of the arbitration pursuant to Rule 17.4, pending the determination of the challenge by AMCC, the challenged arbitrator shall be entitled to proceed in the arbitration.
4. AMCC shall determine the amount of fees and expenses (if any) to be paid for the former arbitrator's services, as it may consider appropriate in the circumstances. AMCC may also determine whether, in what amount and to whom any party should pay forthwith the costs of the challenge. AMCC may

also refer all or any part of such costs to the later decision of the Arbitral Tribunal and/or AMCC under Article 34.

5. AMCC's decision made under this Rule shall be final and, to the extent permitted by the Act and any applicable law(s), not subject to appeal.

Article 19: Replacement of an Arbitrator

1. If an arbitrator resigns, is incapable of performing the duties of an arbitrator, or is removed for any reason and the office becomes vacant, a substitute arbitrator shall be appointed in accordance to the procedure applicable to the nomination and appointment of the arbitrator being replaced, unless the parties otherwise agree.
2. If a substitute arbitrator is appointed under this Article, unless the parties otherwise agree, the Arbitral Tribunal shall determine at its sole discretion whether all or part of the case shall be repeated.
3. If an arbitrator on a three-person Arbitral Tribunal fails to participate in the arbitration for reasons other than those identified in Article 19.1, the two other arbitrators shall have the power in their sole discretion to continue the arbitration and to make any decision, ruling, order, or award, notwithstanding the failure of the third arbitrator to participate. In determining whether to continue the arbitration or to render any decision, ruling, order, or award without the participation of an arbitrator, the two other arbitrators shall take into account the stage of the arbitration, the reason, if any, expressed by the third arbitrator for such non-participation and such other matters as they consider appropriate in the circumstances of the case. In the event that the two other arbitrators determine not to continue the arbitration without the participation of the third arbitrator, AMCC, on proof satisfactory to it, shall declare the office vacant, and a substitute arbitrator shall be appointed in accordance to the procedure applicable to the nomination and appointment of the arbitrator being replaced, unless the parties otherwise agree.
4. In exceptional circumstances, where an arbitrator without good cause refuses or persistently fails to participate in the deliberations of an Arbitral Tribunal, the remaining arbitrators jointly may decide (after their written notice of such refusal or failure to AMCC, the parties and the absent arbitrator) to continue the arbitration (including the making of any award) notwithstanding the absence of

that other arbitrator, subject to the written approval of AMCC.

5. In deciding whether to continue the arbitration, the remaining arbitrators shall take into account the stage of the arbitration, any explanation made by or on behalf of the absent arbitrator for his or her refusal or non-participation, the likely effect upon the legal recognition or enforceability of any award and such other matters as they consider appropriate in the circumstances. The reasons for such decision shall be stated in any award made by the remaining arbitrators without the participation of the absent arbitrator.
6. In the event that the remaining arbitrators decide at any time thereafter not to continue the arbitration without the participation of the absent arbitrator, the remaining arbitrators shall notify in writing the parties and AMCC of such decision; and, in that event, the remaining arbitrators or any party may refer the matter to the Chairman for the revocation of the absent arbitrator's appointment and the appointment of a replacement arbitrator in accordance to the procedure applicable to the nomination and appointment of the arbitrator being replaced, unless the parties otherwise agree.

Article 20: Communications between Parties and Arbitral Tribunal

1. Following the formation of the Arbitral Tribunal, all communications shall take place directly between the parties and the Arbitral Tribunal (to be copied to the Registrar), unless the Arbitral Tribunal decides that communications should continue to be made through the Registrar.
2. Where the Registrar sends any written communication to one party on behalf of the Arbitral Tribunal or AMCC, copies shall also be sent to all other parties.
3. Where any party delivers to the Arbitral Tribunal any communication (including statements and documents under Article 23), whether by electronic means or otherwise, it shall deliver a copy to each arbitrator, all other parties and the Registrar; and it shall confirm to the Arbitral Tribunal in writing that it has done or is doing so.
4. During the arbitration from the Arbitral Tribunal's formation onwards, no party shall deliberately initiate or attempt to initiate any unilateral contact relating to the arbitration or the parties' dispute with any member of the Arbitral Tribunal or any member of AMCC exercising any function in regard to the arbitration (but not including the Registrar), which has not been disclosed in writing prior to or

shortly after the time of such contact to all other parties, all members of the Arbitral Tribunal (if comprised of more than one arbitrator) and the Registrar.

5. Prior to the Arbitral Tribunal's formation, unless the parties agree otherwise in writing, any arbitrator, candidate or nominee who is required to participate in the selection of a presiding arbitrator may consult any party in order to obtain the views of that party as to the suitability of any candidate or nominee as presiding arbitrator, provided that such arbitrator, candidate or nominee informs the Registrar of such consultation.

Article 21: Jurisdiction and Authority

1. If a party objects to the existence, validity or effectiveness of the arbitration agreement or to the competence of AMCC to administer an arbitration before the Arbitral Tribunal is appointed, the Registrar shall determine if reference of such an objection is to be made to the Chairman. If the Registrar so determines, the Chairman shall decide if it is *prima facie* satisfied that a valid arbitration agreement under the Rules may exist. The proceedings shall be terminated if the Chairman is not so satisfied. Any decision by the Registrar or the Chairman is without prejudice to the power of the Arbitral Tribunal to rule on its own jurisdiction.
2. The Arbitral Tribunal shall have the power to rule on its own jurisdiction and authority, including any objections with respect to the existence, scope, effectiveness or validity of the arbitration agreement, or with respect to whether all of the claims, counterclaims, and setoffs made in the arbitration may be determined in a single arbitration.
3. The Arbitral Tribunal shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Tribunal that the contract is non-existent, invalid or ineffective shall not for that reason alone render invalid the arbitration clause.
4. A plea that the Arbitral Tribunal does not have jurisdiction shall be raised no later than in the Answer to the Notice of Arbitration or in the Answer to a counterclaim, cross-claim or setoff. An objection that the Arbitral Tribunal is exceeding the scope of its authority shall be raised promptly after the Arbitral

Tribunal has indicated its intention to act upon the matter alleged to lie beyond its authority. The Arbitral Tribunal may nevertheless admit an untimely objection as to its jurisdiction or authority if it considers the delay justified in the circumstances. A party is not precluded from raising such a plea or objection by the fact that it has nominated, or participated in the nomination of, an arbitrator.

5. The Arbitral Tribunal may decide the objection to its jurisdiction or authority in an award as to jurisdiction or authority or later in an award on the merits, as it considers appropriate in the circumstances.
6. By agreeing to arbitration under the Arbitration Agreement, after the formation of the Arbitral Tribunal the parties shall be treated as having agreed not to apply, except to the extent permitted by the Act and any applicable law(s), to the Court or other legal authority for any relief regarding the Arbitral Tribunal's jurisdiction or authority, except:
 - a) with the prior agreement in writing of all parties to the arbitration, or
 - b) the prior authorisation of the Arbitral Tribunal, or
 - c) following the latter's award on the objection to its jurisdiction or authority.

Article 22: Conduct of Proceedings

1. The parties and the Arbitral Tribunal are encouraged to make contact as soon as practicable but no later than twenty-one [21] days from receipt of the Registrar's written notification of the formation of the Arbitral Tribunal.
2. The parties may agree on joint proposals for the conduct of their arbitration for consideration by the Arbitral Tribunal. They are encouraged to do so in consultation with the Arbitral Tribunal and consistent with the Arbitral Tribunal's general duties under the Arbitration Agreement. Such agreed proposals shall be made by the parties in writing or recorded in writing by the Arbitral Tribunal at the parties' request and with their authority.
3. Under the Arbitration Agreement, the Arbitral Tribunal's general duties at all times during the arbitration shall include:
 - a) a duty to act fairly and impartially as between all parties, giving each a reasonable opportunity of putting its case and dealing with that of its

opponent(s); and

- b) a duty to adopt procedures suitable to the circumstances of the arbitration, avoiding unnecessary delay and expense, so as to provide a fair, efficient and expeditious means for the final resolution of the parties' dispute.
4. The Arbitral Tribunal shall have the widest discretion to discharge these general duties, subject to the Act and such mandatory law(s) as the Arbitral Tribunal may decide to be applicable; and at all times the parties shall do everything necessary in good faith for the fair, efficient and expeditious conduct of the arbitration, including the Arbitral Tribunal's discharge of its general duties.
 5. In the case of an Arbitral Tribunal other than a sole arbitrator, the presiding arbitrator, with the prior agreement of its other members and all parties, may make procedural orders alone.
 6. The Arbitral Tribunal may in its discretion direct the order of proceedings, decide preliminary issues, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence, and direct the parties to focus their presentations on issues whose resolution could dispose of all or part of the case.
 7. At any time during the proceedings, the Arbitral Tribunal may order the parties to produce documents, exhibits, or other evidence it deems necessary or appropriate. Unless the parties agree otherwise in writing, the Arbitral Tribunal shall apply Article 23.
 8. Documents or information submitted to the Arbitral Tribunal by one party shall at the same time be transmitted by that party to all parties and, unless instructed otherwise by the Registrar, to the Registrar.
 9. The Arbitral Tribunal shall determine the admissibility, relevance, materiality, and weight of the evidence.
 10. The parties shall make every effort to avoid unnecessary delay and expense in the arbitration. The Arbitral Tribunal may allocate costs, draw adverse inferences, and take such additional steps as are necessary to protect the efficiency and integrity of the arbitration.

Article 23: Submissions

1. Unless otherwise agreed or jointly proposed by the parties, or the Arbitral Tribunal determines otherwise, the submission of written statements shall be as set out in this Article 23.
2. Within thirty [30] days of receipt of the Registrar's written notification of the Arbitral Tribunal's formation, the Claimant shall deliver to the Arbitral Tribunal and all other parties either:
 - a) its written election to have its Notice of Arbitration treated as its Statement of Case complying with this Article 23.2; or
 - b) its written Statement of Case setting out in sufficient detail the relevant facts and legal submissions on which it relies, together with the relief claimed against all other parties including the amount of any quantifiable claims, and all essential documents.
3. Within thirty [30] days of receipt of the Claimant's Statement of Case or the Claimant's election to treat the Notice of Arbitration as its Statement of Case, the Respondent shall deliver to the Arbitral Tribunal and all other parties either:
 - a) its written election to have its Answer to the Notice of Arbitration treated as its Statement of Defence and (if applicable) counterclaim, cross-claim or setoff complying with this Article 23.3; or
 - b) its written Statement of Defence and (if applicable) Statement of Counterclaim, Cross-claim or Setoff setting out in sufficient detail the relevant facts and legal submissions on which it relies, together with the relief claimed against all other parties including the amount of any quantifiable claims, and all essential documents.
4. Within thirty [30] days of receipt of the Respondent's Statement of Defence and (if applicable) Statement of Counterclaim, Cross-claim or Setoff or the Respondent's election to treat the Answer to the Notice of Arbitration as its Statement of Defence and (if applicable) Counterclaim, Cross-claim or Setoff, the Claimant shall deliver to the Arbitral Tribunal and all other parties a written Statement of Reply which, where there are any counterclaims, cross-claims or setoffs, shall also include a Statement of Defence to Counterclaim, Cross-claim or Setoff in the same manner required for a Statement of Defence, together with all

essential documents.

5. If the Statement of Reply contains a Statement of Defence to Counterclaim, Cross-claim or Setoff, within thirty [30] days of its receipt the Respondent shall deliver to the Arbitral Tribunal and all other parties its written Statement of Reply to the Defence to Counterclaim, Cross-claim or Setoff, together with all essential documents.
6. A party may amend its claim, defence, counterclaim, cross-claim or setoff or other submissions unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim, defence, counterclaim, cross-claim or setoff may not be amended in such a manner that the amended claim, defence, counterclaim, cross-claim or setoff falls outside the scope of the arbitration agreement.
7. The Arbitral Tribunal may provide additional directions as to any part of the written stage of the arbitration (including witness statements, submissions and evidence), particularly where there are multiple claimants, multiple respondents or any counterclaim, cross-claim or setoff between two or more respondents or between two or more claimants.
8. No party may submit any further written statement following the last of these Statements, unless otherwise ordered by the Arbitral Tribunal.
9. If the Respondent fails to submit a Statement of Defence or the Claimant a Statement of Defence to Counterclaim, Cross-claim or Setoff, or if at any time any party fails to avail itself of the opportunity to present its written case in the manner required under this Article 23 or otherwise by order of the Arbitral Tribunal, the Arbitral Tribunal may nevertheless proceed with the arbitration (with or without a hearing) and make one or more awards.
10. As soon as practicable following this written stage of the arbitration, the Arbitral Tribunal shall proceed in such manner as has been agreed in writing by the parties or pursuant to its authority under the Arbitration Agreement.
11. In any event, the Arbitral Tribunal shall seek to make its final award as soon as reasonably possible following the last submission from the parties (whether made orally or in writing), in accordance with a timetable notified to the parties and the Registrar as soon as practicable (if necessary, as revised and re-notified

from time to time). When the Arbitral Tribunal (not being a sole arbitrator) establishes a time for what it contemplates shall be the last submission from the parties (whether written or oral), it shall set aside adequate time for deliberations as soon as possible after that last submission and notify the parties of the time it has set aside.

Article 24: Legal Representatives

1. Any party may be represented in the arbitration by one or more authorised legal representatives appearing by name before the Arbitral Tribunal.
2. Either before the formation of the Arbitral Tribunal's, upon the Registrar request, or after the formation of the Arbitral Tribunal from any party:
 - a) written proof of the authority granted by that party to any legal representative designated in its Notice of Arbitration or Answer to the Notice of Arbitration; and
 - b) written confirmation of the names and addresses of all such party's legal representatives in the arbitration.
3. Following formation of the Arbitral Tribunal, any intended change or addition by a party to its legal representatives shall be notified promptly in writing to all other parties, the Arbitral Tribunal and the Registrar; and any such intended change or addition shall only take effect in the arbitration subject to the approval of the Arbitral Tribunal. Such approval may be withheld where such change or addition could compromise the composition of the Arbitral Tribunal or the finality of any award (on the grounds of possible conflict or other like impediment). In deciding whether to grant or withhold such approval, the Arbitral Tribunal shall have regard to the circumstances, including the general principle that a party may be represented by a legal representative chosen by that party, the stage with the arbitration has reached, the efficiency resulting from maintaining the composition of the Arbitral Tribunal and any likely wasted costs or loss of time resulting from such change or addition.
4. In the event of a complaint by one party against another party's legal representatives (or of such complaint by the Arbitral Tribunal upon its own initiative), the Arbitral Tribunal may decided, after consulting the parties and granting that legal representative a reasonable opportunity to answer the complaint, whether or not the legal representative has violated the guidelines

contained in Annex I. If such violation is found by the Arbitral Tribunal, it may order any or all of the following sanctions against the legal representative in question:

- a) a written reprimand;
- b) a written caution as to future conduct in the arbitration; and
- c) any other measure necessary to fulfil within the arbitration the general duties required of the Arbitral Tribunal under articles 22.1 and 22.2.

Article 25: Hearings

1. Unless the parties have agreed on a documents-only arbitration, the Arbitral Tribunal shall, if either party so requests or the Arbitral Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute, including without limitation any issue as to jurisdiction. For these purposes, the hearing may consist of several part-hearings (as decided by the Arbitral Tribunal).
2. The Arbitral Tribunal shall organise the conduct of any hearing in advance, in consultation with the parties, and shall have the fullest authority under the Arbitration Agreement to establish the conduct of a hearing, including its date, form, content, procedure, time-limits and geographical place. As to form, a hearing may take place by video or telephone conference or in person (or a combination of all three). As to content, the Arbitral Tribunal may require the parties to address a list of specific questions or issues arising from the parties' dispute.
3. The Arbitral Tribunal shall give the parties reasonable notice in writing of any hearing.
4. If any party to the proceedings fails to appear at a hearing without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the arbitration and may make the award based on the submissions and evidence before it.
5. Unless the parties otherwise agree in writing, all meetings and hearings shall be held in private, and any recordings, transcripts, or documents used shall remain confidential.

Article 26: Witnesses

1. Before any hearing, the Arbitral Tribunal may order any party to give written notice of the identity of each witness that party wishes to call (including rebuttal witnesses), as well as the subject-matter of that witness's testimony, its content and its relevance to the issues.
2. The Arbitral Tribunal has discretion to allow, refuse or limit the appearance of witnesses.
3. Subject to any order otherwise by the Arbitral Tribunal, the testimony of a witness may be presented by a party in written form, either as a signed statement or like document, and the Arbitral Tribunal may decide the time, manner and form in which these written materials shall be exchanged between the parties and presented to the Arbitral Tribunal. The Arbitral Tribunal may also allow, refuse or limit the written and oral testimony of witnesses (whether witnesses of fact or expert witnesses).
4. The Arbitral Tribunal and any party may request that a witness, on whose written testimony another party relies, should attend for oral questioning at a hearing. If the Arbitral Tribunal orders that other party to secure the attendance of that witness and the witness refuses or fails to attend the hearing without good cause, the Arbitral Tribunal may place such weight on the written testimony or exclude all or part thereof altogether as it considers appropriate in the circumstances.
5. Subject to the mandatory provisions within the Act and any applicable law(s), and any order of the Arbitral Tribunal otherwise, it shall not be improper for any party or its legal representative to interview any potential witness for the purpose of presenting his or her testimony in written form to the Arbitral Tribunal or producing such person as an oral witness at any hearing.
6. Subject to any order of the Arbitral Tribunal otherwise, any individual intending to testify to the Arbitral Tribunal may be treated as a witness notwithstanding that the individual is a party to the arbitration or was, remains or has become an officer, employee, owner or shareholder of any party or is otherwise identified with any party.
7. Subject to the mandatory provisions of the Act and any applicable law(s), the Arbitral Tribunal shall be entitled (but not required) to administer any

appropriate oath to any witness at any hearing, prior to the oral testimony of that witness.

8. Any witness who gives oral evidence at a hearing before the Arbitral Tribunal may be questioned by each of the parties, their representatives and the Arbitral Tribunal in such manner as the Arbitral Tribunal shall determine.

Article 27: Tribunal-Appointed Experts

1. The Arbitral Tribunal, after consultation with the parties, may appoint one or more independent experts to report to it, in writing, on specific issues in the arbitration, designated by the Arbitral Tribunal and communicated to the parties.
2. Any such expert shall be and remain impartial and independent of the parties, signing a written declaration to such effect at the time of appointment, to be delivered to the Arbitral Tribunal and copied to all parties.
3. The Arbitral Tribunal may require any party at any time to give to such expert any relevant information or produce for inspection any relevant documents, goods, samples, property, site or items under that party's control on such terms as the Arbitral Tribunal thinks appropriate in the circumstances.
4. Any expert so appointed shall submit a report in writing to the Arbitral Tribunal, upon receipt of which the Arbitral Tribunal shall send a copy of the report to all parties and shall give the parties an opportunity to express, in writing, their opinion on the report. A party may examine any document on which the expert has relied in such a report.
5. If a party so requests or the Arbitral Tribunal considers it necessary, the Arbitral Tribunal may order the expert, after delivery of the expert's written report, to participate in a hearing at which the parties shall have reasonable opportunity to question the expert on the report and to present witnesses in order to testify on relevant issues arising from the report.
6. The fees and expenses of any expert appointed by the Arbitral Tribunal under this Article 27 may be paid out of the deposits payable by the parties under Article 33 and shall form part of the Arbitration Costs under Article 34.

Article 28: Additional Powers of the Arbitral Tribunal

1. In addition to the powers specified in these Rules and not in derogation of the Act and any applicable law(s) to the arbitration, the Arbitral Tribunal shall have the power to, upon the application of any party or (save for sub-paragraphs (j), (k) and (l) below) upon its own initiative, but in either case only after giving the parties a reasonable opportunity to state their views and upon such terms (as to costs and otherwise) as the Arbitral Tribunal may decided:
 - a) to allow a party to supplement, modify or amend any claim, defence, counterclaim, cross-claim, setoff, defence to counterclaim, cross-claim, setoff and reply, including a Request, Response and any other written statement, submitted by each party;
 - b) to abridge or extend (even where the period of time has expired) any period of time prescribed under the Arbitration Agreement, nay other agreement of the parties or any order made by the Arbitral Tribunal;
 - c) to conduct such enquiries as may appear to the Arbitral Tribunal to be necessary or expedient, including whether and to what extent the Arbitral Tribunal should itself take the initiative in identifying relevant issues and ascertaining relevant facts and any law(s) applicable to the Arbitration Agreement, the arbitration and the merits of the parties' dispute, and to determine any claim of legal or other privilege;
 - d) to decide, where appropriate, any issue not expressly or impliedly raised in the submissions filed under Article 23 provided such issue has been clearly brought to the notice of the other party and that other party has been given adequate opportunity to respond;
 - e) to order any party to make any documents, goods, samples, property, site or item under its control available for inspection by the Arbitral Tribunal, any other party, any expert to such party and any expert to the Arbitral Tribunal, and to order the preservation, storage, sale or disposal of any documents, goods, samples, property, site or item which is or forms part of the subject-matter of the dispute;
 - f) to order any party to produce to the Arbitral Tribunal and to other parties documents or copies of documents in their possession, custody or power which the Arbitral Tribunal decides to be relevant;

- g) to decide whether or not to apply any strict rules of evidence (or any other rules) as to the admissibility, relevance or weight of any material tendered by a party on any issue of fact or expert opinion; and to decide the time, manner and form in which such material should be exchanged between the parties and presented to the Arbitral Tribunal;
- h) to order compliance with any legal obligation, payment of compensation for breach of any legal obligation and specific performance of any agreement (including any arbitration agreement or any contract relating to land);
- i) to direct any party to give evidence by affidavit or in any other form considered appropriate by the Arbitral Tribunal;
- j) to allow one or more third persons to be joined in the arbitration as a party provided any such third person and the applicant party have consented to such joinder in writing following the Commencement Date or (if earlier) in the Arbitration Agreement; and thereafter to make a single final award, or separate awards, in respect of all parties so implicated in the arbitration;
- k) to order, with the approval of AMCC, the consolidation of the arbitration with one or more other arbitrations into a single arbitration subject to these Rules where all the parties to the arbitrations to be consolidated so agree in writing;
- l) to order, with the approval of AMCC, the consolidation of the arbitration with one or more other arbitrations subject to these Rules commenced under the same arbitration agreement or any compatible arbitration agreement(s) between the same disputing parties, provided that no Arbitral Tribunal has yet been formed by AMCC for such other arbitration/s or, if already formed, that such Arbitral Tribunal/s is/are composed of the same arbitrators;
- m) to issue an award for unpaid costs of the arbitration;
- n) to direct any party to ensure that any award which may be made in the arbitration is not rendered ineffectual by the dissipation of assets by a party;

- o) to order any party to provide security for legal or other costs in any manner the Arbitral Tribunal thinks fit and to order any party to provide security for all or part of any amount in dispute in the arbitration;
 - p) to proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Arbitral Tribunal's orders or directions or any partial award or to attend any meeting or hearing, and to impose such sanctions as the Arbitral Tribunal deems appropriate;
 - q) to order the discontinuance of the arbitration if it appears to the Arbitral Tribunal that the arbitration has been abandoned by the parties or all claims and any counterclaims and cross-claims withdrawn by the parties, provided that, after fixing a reasonable period of time within which the parties shall be invited to agree or to object to such discontinuance, no party has stated its written objection to the Arbitral Tribunal to such discontinuance upon the expiry of such period of time.
2. By agreeing to arbitration under the Arbitration Agreement, the parties shall be treated as having agreed not to apply, except to the extent permitted by the Act and any applicable law(s), to the Court or other legal authority for any order available from the Arbitral Tribunal (if formed) under Article 28.1, except with the agreement in writing of all parties.
 3. The Arbitral Tribunal shall decide the parties' dispute in accordance with the Act and any law(s) applicable to the merits of their dispute.
 4. The Arbitral Tribunal shall only apply to the merits of the dispute principles deriving from "ex aequo et bono", "amiable composition" or "honourable engagement" where the parties have so agreed in writing.
 5. Subject to any order of the Arbitral Tribunal under Article 28.1(b), AMCC may also abridge or extend any period of time under the Arbitration Agreement or other agreement of the parties (even where the period of time has expired).
 6. Without prejudice to the generality of Articles 28.1(k) and (l), AMCC may determine, after giving the parties a reasonable opportunity to state their views, that two or more arbitrations, subject to these Rules and commenced under the same arbitration agreement between the same disputing parties, shall be consolidated to form one single arbitration subject to these Rules, provided that

no Arbitral Tribunal has yet been formed by AMCC for any of the arbitrations to be consolidated.

Article 29: Privilege

The Arbitral Tribunal shall take into account applicable principles of privilege, such as those involving the confidentiality of communications between a lawyer and client. When the parties, their counsel, or their documents would be subject under the Act or any applicable law(s) to different rules, the Arbitral Tribunal should, to the extent possible, apply the same rule to all parties, giving preference to the rule that provides the highest level of protection.

Article 30: Interim Measures

1. At the request of any party, the Arbitral Tribunal may order or award any interim or conservatory measures it deems necessary, including injunctive relief and measures for the protection or conservation of property.
2. Such interim measures may take the form of an interim order or award, and the Arbitral Tribunal may require security for the costs of such measures.
3. A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.
4. The Arbitral Tribunal may in its discretion allocate costs associated with applications for interim relief in any interim order or award or in the final award.
5. An application for emergency relief prior to the constitution of the Arbitral Tribunal may be made as provided for in Article 9.

Article 31: The Award(s)

1. The Arbitral Tribunal shall, after consulting with the parties, declare the proceedings closed if it is satisfied that the parties have no further relevant and material evidence to produce or submission to make. The Arbitral Tribunal may, on its own motion or upon application of a party but before any award is made, reopen the proceedings.
2. Before making any award, the Arbitral Tribunal shall submit it in draft form to

the Registrar. Unless the Registrar extends time or the parties agree otherwise, the Arbitral Tribunal shall submit the draft award to the Registrar within sixty [60] days from the date on which the Arbitral Tribunal declares the proceedings closed. The Registrar may, as soon as practicable, suggest modifications as to the form of the award and, without affecting the Arbitral Tribunal's liberty of decision, may also draw its attention to point of substance. No award shall be made by the Arbitral Tribunal until it has been approved by the Registrar as to its form.

3. The Arbitral Tribunal may make separate awards on different issues at different times, including interim payments on account of any claim, counterclaim, cross-claim or setoff (including Legal and Arbitration Costs). Such awards shall have the same status as any other award made by the Arbitral Tribunal.
4. The Arbitral Tribunal shall make any award in writing and, unless all parties agree in writing otherwise, shall state the reasons upon which such award is based. The award shall also state the date when the award is made and it shall be signed by the Arbitral Tribunal or those of its members assenting to it.
5. An award shall be expressed in Barbados Dollars (BDS) in terms of monetary sums, unless the parties have agreed otherwise.
6. Unless the parties have agreed otherwise, the Arbitral Tribunal may order that simple or compound interest shall be paid by any party on any sum awarded at such rates under the Act or any applicable law(s) in respect of any period which the Arbitral Tribunal decides to be appropriate ending not later than the date upon which the award is complied with.
7. Where there is more than one arbitrator and the Arbitral Tribunal fails to agree on any issue, the arbitrators shall decide that issue by a majority. Failing a majority decision on any issue, the presiding arbitrator shall decide that issue.
8. If any arbitrator refuses or fails to sign the award, the signatures of the majority or (failing a majority) of the presiding arbitrator shall be sufficient, provided that the reason for the omitted signature is stated in the award by the majority or by the presiding arbitrator.
9. The sole or presiding arbitrator shall be responsible for delivering the award to AMCC, which shall transmit to the parties the award authenticated by the Registrar as a AMCC award, provided that all Arbitration Costs have been paid

in full to the AMCC in accordance with Articles 33 and 34. Such transmission may be made by any electronic means, in addition to paper form (if so requested by any party). In the event of any disparity between electronic and paper forms, the paper form shall prevail.

10. Every award (including reasons for such award) shall be final and binding on the parties. The parties undertake to carry out any award immediately and without any delay (subject only to Article 32); and the parties also waive irrevocably their right to any form of appeal, review or recourse to the Court or other legal authority, insofar as such waiver is not be prohibited under the Act or any applicable law(s).
11. In the event of any final settlement of the parties' dispute, the Arbitral Tribunal may decide to make an award recording the settlement if the parties jointly so request in writing (a "Consent Award"), provided always that such Consent Award shall contain an express statement on its face that it is an award made at the parties' joint request and with their consent. A Consent Award need not contain reasons. If the parties do not jointly request a Consent Award, on written confirmation by the parties to AMCC that a final settlement has been reached, the Arbitral Tribunal shall be discharged and the arbitration proceedings concluded by AMCC, subject to payment by the parties of any outstanding Arbitration Costs in accordance with Articles 33 and 34.

Article 32: Correction of Award(s) and Additional Award(s)

1. Within thirty [30] days of receipt of any award, a party may by written notice to the Registrar (copied to all other parties) request the Arbitral Tribunal to correct in the award any error in computation, any clerical or typographical error, any ambiguity or any mistake of a similar nature. If the Arbitral Tribunal considers the request to be justified, after consulting the parties, it shall make the correction within thirty [30] days of receipt of the request. Any correction shall take the form of a memorandum by the Arbitral Tribunal.
2. The Arbitral Tribunal may also correct any error (including any error in computation, any clerical or typographical error or any error of a similar nature) upon its own initiative in the form of a memorandum within thirty [30] days of the date of the award, after consulting the parties.
3. Within thirty [30] days of receipt of the final award, a party may by written

notice to the Registrar (copied to all other parties), request the Arbitral Tribunal to make an additional award as to any claim, counterclaim, cross-claim or setoff presented in the arbitration but not decided in any award. If the Arbitral Tribunal considers the request to be justified, after consulting the parties, it shall make the additional award within sixty [60] days of receipt of the request.

4. As to any claim, counterclaim, cross-claim or setoff presented in the arbitration but not decided in any award, the Arbitral Tribunal may also make an additional award upon its own initiative within thirty [30] days of the date of the award, after consulting the parties.
5. The Registrar may extend the time limits in this Article 32.
6. The provisions of Article 31.4 to 31.9 shall apply to any memorandum or additional award made hereunder. A memorandum shall be treated as part of the award.

Article 33: Deposits

1. AMCC shall direct the parties, in such proportions and at such times as it thinks appropriate, to make one or more payments to AMCC on account of the Arbitration Costs. Such payments deposited by the parties may be applied by AMCC to pay any item of such Arbitration Costs (including AMCC's own fees and expenses) in accordance with these Rules.
2. AMCC shall fix the advances on the Arbitration Costs. Unless the Registrar directs otherwise, 50% of such advances shall be payable by the Claimant and the remaining 50% of such advances shall be payable by the Respondent. AMCC may fix separate advances on costs for claims, counterclaims or cross-claims, respectively.
3. Where the amount of the claim, counterclaim, cross-claim or setoff is not quantifiable at the time payment is due, AMCC shall make a provisional estimate of the Arbitration Costs. Such estimate may be based on the nature of the controversy and the circumstances of the case, and may be adjusted in light of such information as may subsequently become available.
4. All payments made by parties on account of the Arbitration Costs shall be held by AMCC in trust under Barbados law in Barbados, to be disbursed or otherwise applied by AMCC in accordance with these Rules and invested having regard

also to the interests of AMCC. Each payment made by a party shall be credited by AMCC with interest at the rate from time to time credited to an overnight deposit of that amount with the bank(s) engaged by AMCC to manage deposits from time to time; and any surplus income (beyond such interest) shall accrue for the sole benefit of AMCC. In the event that payments (with such interest) exceed the total amount of the Arbitration Costs at the conclusion of the arbitration, the excess amount shall be returned by AMCC to the parties as the ultimate default beneficiaries of the trust.

5. Save for exceptional circumstances, the Arbitral Tribunal shall not proceed with the arbitration without having ascertained from the Registrar that AMCC is or will be in requisite funds as regards outstanding and future Arbitration Costs.
6. In the event that a party fails or refuses to make any payment on account of the Arbitration Costs as directed by AMCC, AMCC may direct the other party or parties to effect a substitute payment to allow the arbitration to proceed (subject to any order or award on Arbitration Costs). In such circumstances, the party effecting the substitute payment may request the Arbitral Tribunal to make an order or award in order to recover that amount as a debt immediately due and payable to that party by the defaulting party, together with any interest.
7. Failure by a claiming, counterclaiming, cross-claiming or setoff party to make promptly and in full any required payment on account of Arbitration Costs may be treated by the Arbitral Tribunal as a withdrawal from the arbitration of the claim, counterclaim, cross-claim or setoff respectively, thereby removing such claim, counterclaim cross-claim or setoff (as the case may be) from the scope of the Arbitral Tribunal's jurisdiction under the Arbitration Agreement, subject to any terms decided by the Arbitral Tribunal as to the reinstatement of the claim, counterclaim, cross-claim or setoff in the event of subsequent payment by the claiming, counterclaiming, cross-claiming or setoff party. Such a withdrawal shall not preclude the claiming, counterclaiming, cross-claiming or setoff party from defending as a respondent any claim, counterclaim, cross-claim or setoff made by another party.

Article 34: Arbitration Costs and Legal Costs

1. The costs of the arbitration other than the legal or other expenses incurred by the parties themselves (the "Arbitration Costs") shall be determined by AMCC in accordance with the Schedule of Costs in force at the Commencement Date of the

- arbitration. The parties shall be jointly and severally liable to AMCC and the Arbitral Tribunal for such Arbitration Costs.
2. The Arbitral Tribunal shall specify by an award the amount of the Arbitration Costs determined by AMCC (in the absence of a final settlement of the parties' dispute regarding liability for such costs). The Arbitral Tribunal shall decide the proportions in which the parties shall bear such Arbitration Costs. If the Arbitral Tribunal has decided that all or any part of the Arbitration Costs shall be borne by a party other than a party which has already covered such costs by way of a payment to AMCC under Article 33, the latter party shall have the right to recover the appropriate amount of Arbitration Costs from the former party.
 3. Arbitration Costs include:
 - a) the Arbitral Tribunal's fees and expenses;
 - b) AMCC's administrative fees and expenses; and
 - c) the costs of expert advice and of other assistance required by the Arbitral Tribunal.
 4. The Arbitral Tribunal shall also have the power to decide by an award that all or part of the legal or other expenses incurred by a party (the "Legal Costs") be paid by another party. The Arbitral Tribunal shall decide the amount of such Legal Costs on such reasonable basis as it thinks appropriate.
 5. The Arbitral Tribunal shall make its decisions on both Arbitration Costs and Legal Costs on the general principle that costs should reflect the parties' relative success and failure in the award or arbitration or under different issues, except where it appears to the Arbitral Tribunal that in the circumstances the application of such a general principle would be inappropriate under the Arbitration Agreement or otherwise. The Arbitral Tribunal may also take into account the parties' conduct in the arbitration, including any co-operation in facilitating the proceedings as to time and cost and any non-co-operation resulting in undue delay and unnecessary expense. Any decision on costs by the Arbitral Tribunal shall be made with reasons in the award containing such decision.
 6. In the event that the parties have howsoever agreed before their dispute that one or more parties shall pay the whole or any part of the Arbitration Costs or Legal

Costs whatever the result of any dispute, arbitration or award, such agreement (in order to be effective) shall be confirmed by the parties in writing after the Commencement Date.

7. If the arbitration is abandoned, suspended, withdrawn or concluded, by agreement or otherwise, before the final award is made, the parties shall remain jointly and severally liable to pay to AMCC and the Arbitral Tribunal the Arbitration Costs determined by AMCC.
8. In the event that the Arbitration Costs are less than the deposits received by AMCC under Article 33, there shall be a refund by AMCC to the parties in such proportions as the parties may agree in writing, or failing such agreement, in the same proportions and to the same payers as the deposits were paid to AMCC.

Article 35: Decisions by the Chairman

1. The decisions and determinations of the Chairman with respect to all matters relating to the arbitration shall be conclusive and binding upon the parties and the Arbitral Tribunal, unless otherwise directed by AMCC. Save for reasoned decisions on arbitral challenges under Article 17, such determinations are to be treated as administrative in nature; and AMCC shall not be required to give reasons for any such determination.
2. To the extent permitted by the Act and any other applicable law(s), the parties shall be taken to have waived any right of appeal or review in respect of any decision and determination of AMCC to the Court or other legal authority. If such appeal or review takes place due to mandatory provisions of the Act or any other applicable law(s), AMCC may determine whether or not the arbitration should continue, notwithstanding such appeal or review.

Article 36: Limitation of Liability

1. AMCC (including its officers, members and employees), the Chairman (including any Deputy Chairman), the Registrar (including any deputy Registrar), any arbitrator, Emergency Arbitrator or any expert to the Arbitral Tribunal shall not be liable to any party or person howsoever for any act or omission in connection with any arbitration governed by these Rules, save:
 - a) where the act or omission is shown by that party to constitute conscious

and deliberate wrongdoing committed by the body or person alleged to be liable to that party; or

- b) to the extent that any part of this provision is shown to be prohibited by the Act or any applicable law(s).
2. After the award has been made and all possibilities of any memorandum or additional award under Article 32 have lapsed or been exhausted, neither AMCC (including its officers, members and employees), the Chairman (including any Deputy Chairman), the Registrar (including any deputy Registrar), any arbitrator, any Emergency Arbitrator or any expert to the Arbitral Tribunal shall be under any legal obligation to make any statement to any person about any matter concerning the arbitration; nor shall any party seek to make any of these bodies or persons a witness in any legal or other proceedings arising out of the arbitration.

Article 37: Confidentiality

1. The parties undertake as a general principle to keep confidential all awards in the arbitration, together with all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before the Court or other legal authority.
2. The deliberations of the Arbitral Tribunal shall remain confidential to its members, save as required under the Act or any applicable law(s) and to the extent that disclosure of an arbitrator's refusal to participate in the arbitration is required of the other members of the Arbitral Tribunal under these Rules.
3. AMCC shall not publish any award or any part of an award without the prior written consent of all parties and the Arbitral Tribunal.

Article 38: General Provisions

1. A party who knows that any provision of the Arbitration Agreement has not been complied with and yet proceeds with the arbitration without promptly stating its objection as to such non-compliance to the Registrar (before the

formation of the Arbitral Tribunal) or the Arbitral Tribunal (after its formation), shall be treated as having irrevocably waived its right to object for all purposes.

2. For all matters not expressly provided in the Arbitration Agreement, AMCC, the Chairman, the Registrar, the Arbitral Tribunal and each of the parties shall act at all times in good faith, respecting the spirit of the Arbitration Agreement, and shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and that any award is legally recognised and enforceable at the arbitral seat.
3. If and to the extent that any part of the Arbitration Agreement is decided by the Arbitral Tribunal, the Emergency Arbitrator, or the Court or other legal authority of competent jurisdiction to be invalid, ineffective or unenforceable, such decision shall not, of itself, adversely affect any order or award by the Arbitral Tribunal or the Emergency Arbitrator or any other part of the Arbitration Agreement which shall remain in full force and effect, unless prohibited by the Act or any applicable law(s).
4. AMCC may from time to time issue Practice Notes to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.