

# 2014 HKIAC Domestic Arbitration Rules

---

[hkiac.org/arbitration/rules-practice-notes/domestic-arbitration-rules](http://hkiac.org/arbitration/rules-practice-notes/domestic-arbitration-rules)



## Effective from 1 November 2014

---

The objective of the HKIAC Domestic Arbitration Rules is to provide a suitable framework for the resolution of the widest possible range of domestic disputes through a procedure which is as short and inexpensive as practicable.

The Domestic Arbitration Rules (2014), which amend and replace the Domestic Arbitration Rules (2012) and (1993), are for use by parties seeking to use a set of formal and convenient procedures for ad hoc arbitration in Hong Kong.

The Rules provide that the wishes of the parties regarding procedure will be respected as far as possible, but they also seek to ensure that the arbitrator will have sufficient powers to direct the proceedings if the parties cannot agree on procedure or will not co-operate.

The adoption of the HKIAC Domestic Arbitration Rules shall not necessarily mean that any part of Schedule 2 to the Hong Kong Arbitration Ordinance (which includes what were previously known as the "domestic" provisions of the previous Arbitration Ordinance) applies to any arbitration under the Rules. Whether they do will depend on the provisions of the applicable arbitration agreement.

Where the parties wish to have a more structured arbitration, parties are advised to refer to the 2013 HKIAC Administered Arbitration Rules.

These Rules should not be used where the parties wish the seat of arbitration to be outside of Hong Kong.

The 2014 HKIAC Domestic Arbitration Rules are set out in full below.

View in PDF format: [English](#)

[Introduction](#)

[Suggested Clauses](#)

[Preamble](#)

## Table of Contents

---

Article 1 – Commencement of Arbitration  
Article 2 – Appointing Authority  
Article 3 – Appointment of Arbitrator  
Article 4 – Communication between Parties and the Arbitrator  
Article 5 – Conduct of the Proceedings  
Article 6 – Submission of Parties’ Written Statements and Documents  
Article 7 – Representation  
Article 8 – Hearings  
Article 9 – Witnesses  
Article 10 – Experts and Assessors Appointed by the Arbitrator  
Article 11 – Jurisdiction of the Arbitrator  
Article 12 – Interim Measures  
Article 13 – General and Additional Powers of the Arbitrator  
Article 14 – Place of Arbitration  
Article 15 – Language  
Article 16 – Deposits and Security  
Article 17 – The Award  
Article 18 – Interpretation of Awards, Correction of Awards and Additional Awards  
Article 19 – Costs  
Article 20 – Disclosure of Information  
Article 21 – Waiver of Right to Object  
Article 22 – Destruction of Documents  
Article 23 – Interpretation and General Clauses Ordinance

## **APPENDIX 1 – HKIAC List System for the Appointment of Arbitrators**

---

*In developing the Domestic Arbitration Rules, HKIAC drew on the expertise of its many advisers. It also consulted a variety of other published rules. HKIAC acknowledges all of the assistance it has received in formulating the Rules and thanks the many people and organisations which have helped to produce them.*

### **Introduction**

---

In accordance with the Preamble to these Rules, Paragraph 1, arbitrations commenced after the commencement date of these Rules relating to existing contracts which refer to arbitration under the Domestic Arbitration Rules will be resolved under the HKIAC Domestic Arbitration Rules (2014).

### ***Hong Kong International Arbitration Centre***

HKIAC was established in 1985 to assist disputing parties to solve their disputes by arbitration and by conciliation, adjudication and mediation. HKIAC is a non-profit making company limited by guarantee. It was established by a group of leading business and professional people in Hong Kong to be the focus in Asia for dispute resolution. It has been generously funded by the business community and by the Hong Kong Government but it is totally independent of both.

### **Suggested Clauses**

---

1. Parties to a contract who wish to have any future disputes referred to arbitration under the Domestic Arbitration Rules of the Hong Kong International Arbitration Centre (HKIAC) may insert in the contract an arbitration clause in the following form:

"Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration pursuant to the HKIAC Domestic Arbitration Rules in force when the Notice of Arbitration is submitted.

\* The law of this arbitration clause shall be ... (*Hong Kong law*)

The seat of arbitration shall be ... (*Hong Kong*).

\*\* The number of arbitrators shall be ... (*one or three*). The arbitration proceedings shall be conducted in ... (*insert language*)."

**Note:**

\* *The law of the arbitration clause generally governs the existence, scope, validity, interpretation, performance, breach, termination and enforceability of the arbitration clause. It does not replace the law governing the substantive contract.*

\*\* *Optional*

- 
2. Parties to an existing dispute who wish to refer it to arbitration under the Domestic Arbitration Rules of the Hong Kong International Arbitration Centre (HKIAC) may agree to do so in the following terms:

"We, the undersigned, agree to refer to arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Domestic Arbitration Rules any dispute, controversy, difference or claim (including any dispute regarding non-contractual obligations) arising out of or relating to:

(Brief description of contract under which disputes, controversies, differences or claims have arisen or may arise.)

\* The law of this arbitration agreement shall be ... (*Hong Kong law*).

The seat of arbitration shall be ... (*Hong Kong*).

\*\* The number of arbitrators shall be ... (*one or three*). The arbitration proceedings shall be conducted in ... (*insert language*).

Signed: \_\_\_\_\_ (Claimant)

Signed: \_\_\_\_\_ (Respondent)

Date: \_\_\_\_\_"

**Note:**

*\* The law of the arbitration clause generally governs the existence, scope, validity, interpretation, performance, breach, termination and enforceability of the arbitration clause. It does not replace the law governing the substantive contract.*

*\*\* Optional*

Whether parties are drafting an agreement to arbitrate future disputes or an existing dispute, they should consider whether specifically to adopt any or all of the provisions of sections 2 to 7 of Schedule 2 of the Hong Kong Arbitration Ordinance (Cap. 609 of the laws of Hong Kong) in their arbitration clause (see section 991 of the Ordinance). If any such adoption is required the arbitration agreement should make express provision for this, although careful consideration must be given as to whether there will be an automatic opt in to Schedule 2 pursuant to section 100 or section 101 of the Ordinance under the subject arbitration agreement.

An express opt-in to all the provisions of Schedule can be achieved with the following clause, to be included in addition to the above arbitration agreement:

"It is agreed that all of the provisions in Schedule 2 to the Arbitration Ordinance (Cap. 609) apply to any arbitration hereunder."

Alternatively an express opt-in to some, but not all, of the provisions of Schedule 2 can be achieved with the following:

"It is agreed that the following provisions of Schedule 2 to the Arbitration Ordinance (Cap. 609) apply to any arbitration hereunder:

(a) section 1;\*

(b) section 2;\*

(c) section 3;\*

(d) sections 4 and 7;\*

(e) sections 5, 6 and 7.\*"

\*Include or exclude as appropriate.

Where there will be an automatic opt in to Schedule 2 pursuant to section 100 or section 101 of the Ordinance under the subject arbitration agreement but the parties do not wish any of the provisions of schedule 2 to apply, the following clause will achieve this:

"It is agreed that none of the provisions in Schedule 2 to the Arbitration Ordinance (Cap. 609) apply to any arbitration hereunder."

**Preamble**

---

Where any agreement, submission or reference provides for arbitration under the Domestic Arbitration Rules of the Hong Kong International Arbitration Centre (the Rules), the parties shall be taken to have agreed that the arbitration shall be conducted in accordance with the following Rules, or such amended Rules as the Hong Kong International Arbitration Centre (HKIAC) may have adopted to take effect before the commencement of the arbitration. The Rules are subject to such modifications as the parties may agree in writing at any time.

References in these Rules to "the Ordinance" are to the Arbitration Ordinance (Cap. 609 of the laws of Hong Kong).

The adoption of the HKIAC Domestic Arbitration Rules (2014) in an arbitration agreement shall not, by itself, have the effect of (1) providing that arbitration under that agreement is a domestic arbitration for the purposes of section 100 of the Ordinance; or (2) providing that an express provision of Schedule 2 of the Ordinance applies or does not apply.

These Rules should be construed in accordance with the provisions of the Ordinance.

Due to their importance for the conduct of arbitrations under the Ordinance, a number of provisions of the Ordinance have been incorporated in whole or in part into these Rules. Where this has been done, reference is made to the relevant provisions of the Ordinance in the footnotes appended or in the Rules themselves. Particular attention is drawn to the following sections:

|                   |  |
|-------------------|--|
| (a) Section<br>10 | Receipt of written communications ( <u>Article 4.4</u> of the Rules)   |
| (b) Section<br>11 | Waiver of right to object ( <u>Article 21</u> of the Rules)  |
| (c) Section<br>18 | Disclosure of information relating to arbitral proceedings and awards prohibited ( <u>Article 20.1</u> of the Rules) |
| (d) Section<br>25 | Grounds for challenge ( <u>Article 3.3</u> of the Rules)   |
| (e) Section<br>26 | Challenge procedure ( <u>Article 3.3</u> of the Rules)   |
| (f) Section<br>28 | Appointment of substitute arbitrator ( <u>Article 3.3</u> of the Rules)  |
| (g) Section<br>34 | Competence of arbitral tribunal to rule on its jurisdiction ( <u>Article 11</u> of the Rules)                        |
| (h) Section<br>35 | Power of arbitral tribunal to order interim measures ( <u>Article 12</u> of the Rules)                               |

|                       |  |
|-----------------------|--|
| (i) Sections 35 to 42 | Provisions applicable to interim measures and preliminary orders ( <u>Article 12</u> of the Rules) |
| (j) Section 46        | Equal treatment of parties ( <u>Article 5.1</u> of the Rules)                                      |
| (k) Section 47        | Determination of rules of procedure ( <u>Article 5.2</u> of the Rules)                             |
| (l) Section 52        | Hearings and written proceedings ( <u>Article 8.1</u> of the Rules)                                |
| (m) Section 53        | Default of a party ( <u>Article 13</u> of the Rules)   |
| (n) Section 54        | Expert appointed by arbitral tribunal ( <u>Article 10</u> of the Rules)                            |
| (o) Section 56        | General powers exercisable by arbitral tribunal ( <u>Article 13</u> of the Rules)                  |
| (p) Section 69        | Correction and interpretation of award; additional award ( <u>Article 18</u> of the Rules)         |
| (q) Section 74 & 75   | Arbitral tribunal may award costs of arbitral proceedings ( <u>Article 19</u> of the Rules)        |

Copyright 2021 Hong Kong International Arbitration Centre. All Rights Reserved.