

Version 1.021



## HKAS Online Arbitration Rules

### 香港仲裁公會網上仲裁規則

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## **Introduction**

These Rules have been adopted by Hong Kong Arbitration Society for use by Parties who seek the formality and convenience of an administered arbitration.

## **Application**

These Rules may be adopted in an arbitration agreement by arbitration clause or by an agreement in writing at any time before or after a dispute has arisen or by agreeing in the Online Arbitration Platform. Provisions regarding the scope of application of these Rules are set out in Article 1.

## **Effectiveness**

These Rules have been adopted to take effect from 1<sup>st</sup> February 2025, in accordance with the provisions of Article 1 of the Rules.

## **Suggested Arbitration Clause**

The following model clause may be adopted by the Parties to a contract who wish to have any future disputes referred to arbitration in accordance with these Rules:

"Any dispute or difference arising out of or in connection with this contract shall be referred to and finally determined by arbitration administered by the Hong Kong Arbitration Society and in accordance with the HKAS Online Arbitration Rules for the time being in force. "

## **Suggested Arbitration Agreement**

Parties to an existing dispute in which neither an arbitration clause nor a previous agreement with respect to arbitration exists, who wish to refer such dispute to arbitration through the Online Arbitration Platform under the Rules, may agree to do so in the following terms:

"We, the undersigned, agree to refer to arbitration administered by Hong Kong Arbitration Society under the HKAS Online 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.)

Signed: \_\_\_\_\_ (1<sup>st</sup> Party)

Signed: \_\_\_\_\_ (2<sup>nd</sup> Party)

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

## **Article 1 – Scope of Application**

- 1.1 Online arbitration refers to the dispute resolution method for commencing arbitration proceedings in the Online Arbitration Platform of Hong Kong Arbitration Society.
- 1.2 These Rules shall govern arbitrations where an arbitration agreement entered into by the parties (whether entered into before or after a dispute has arisen) provides for these Rules to apply and Hong Kong Arbitration Society deems it suitable for arbitration to be conducted on the Online Arbitration Platform. If Hong Kong Arbitration Society considers that such dispute is not suitable for arbitration on the Online Arbitration Platform, other arbitration rules of Hong Kong Arbitration Society shall apply.
- 1.3 The arbitration agreement shall be made in writing. The electronic arbitration clause entered into by the parties by agreeing to the website service agreement is deemed to have complied with the written form of the arbitration clause required by the law.
- 1.4 The arbitration agreement reached by the parties can be either an arbitration clause specified in a contract or otherwise a written arbitration agreement entered into before or after a dispute has arisen.
- 1.5 Subject to Article 15.22, those cases or arbitration proceedings that have been commenced or conducted online according to these Rules, which Hong Kong Arbitration Society deems unsuitable for online arbitration or where both parties to the arbitration proceedings agree to refer their case to offline arbitration, shall be arbitrated offline in accordance with the Hong Kong Arbitration Society Rules of Hong Kong Arbitration Society.
- 1.6 If the Parties agree to conduct arbitration in accordance with these Rules, but have not agreed upon the choice of arbitration institution, they shall be deemed to have agreed to submit the dispute to Hong Kong Arbitration Society for arbitration.

- 1.7 If the Parties agree to submit a dispute to Hong Kong Arbitration Society for resolving through online arbitration, they shall be deemed to have agreed to conduct arbitration in accordance with these Rules. By using terms such as electronic arbitration, streaming arbitration, wired arbitration or internet arbitration, etc., the Parties are deemed to have agreed to conduct arbitration in accordance with these Rules when they can be inferred to effectively choose online arbitration as the method of dispute resolution.
- 1.8 In the event of any discrepancy or inconsistency between the provisions of Hong Kong Arbitration Society Rules and these Rules, the provisions of these Rules shall prevail. Matters not covered by these Rules shall be governed by Hong Kong Arbitration Society Rules.
- 1.9 These Rules shall come into force on 1<sup>st</sup> February 2025 and, unless the Parties have agreed otherwise, shall apply to all arbitrations falling within Article 1.1 in relation to which the Notice of Arbitration is submitted on or after that date.

## **Article 2 – Notices and Calculation of Periods of Time**

- 2.1 Any written communication or Arbitration Documents pursuant to these Rules shall be deemed to be received by a Party or Arbitral Tribunal or by Hong Kong Arbitration Society if:
- (a) transmitted by methods of electronic service including, amongst others, e-mail, SMS message, electronic message *via* Instant Communication Means, message in the Chatroom with the Arbitral Tribunal, facsimile, electronic data interchange, electronically via the internet or any other means of telecommunication that provides a record of its transmission, including the time and date, to:
    - (i) the email address or mobile telephone number of the recipient or its representative of which the recipient confirm upon participating the online

- arbitration proceedings of Hong Kong Arbitration Society (if the electronic delivery address confirmed by the recipient differs from the electronic delivery address mentioned in (ii) and (iii), the electronic delivery address confirmed in the this article shall prevail.);
- (ii) in the absence of (i), e-mail, mobile number, account number of Instant Communication Means or facsimile number (or equivalent) specified in any applicable arbitration agreement or any agreement or form filled in or used during the application for entering into any contract in dispute or during the registration or transaction of the contract in dispute; or
  - (iii) in the absence of (i) and (ii), any e-mail, mobile number, account number of Instant Communication Means or facsimile number (or equivalent) which the recipient holds out to the world at the time of such transmission; or
- (b) in the absence of (a), delivered by hand, post or courier service or in accordance to the offline provision of the relevant arbitration rules to:
- (i) the address of the recipient or its representative as notified in writing in the arbitration or through the Online Arbitration Platform; or
  - (ii) in the absence of (i), the address specified in applicable arbitration agreement or any agreement between the relevant Parties; or
  - (iii) in the absence of (i) or (ii), any address which the recipient holds out to the world at the time of such delivery; or
  - (iv) in the absence of (i), (ii) or (iii), any last known address of the recipient; or
- delivered the notification by hand, post or courier service or in accordance to the offline provision of the relevant arbitration rules to notify the log in account name and password of the Online Arbitration Platform specified to



the recipient during the online arbitration proceedings of Hong Kong Arbitration Society. Hong Kong Arbitration Society may also refer the case to offline proceedings in accordance with the provisions of Article 1.5 hereof; or

- (c) uploaded to the Online Arbitration Platform (including, amongst others, message in the Chatroom with the Arbitral Tribunal) if the recipient has been notified of the log in account name and password of the Online Arbitration Platform.

- 2.2 The Parties shall promptly notify Hong Kong Arbitration Society and the other Party of changes to their electronic delivery address, any mean of communication for transmitting pursuant to Article 2.1(a) above, delivering pursuant to Article 2.1(b) above, uploading pursuant to Article 2.1(c) above during the arbitration proceedings. If the Party fails to do so, such address or mode of communication is deemed unchanged, valid and effective regardless of whether any Party is physically within the jurisdiction
- 2.3 Any written communication or Arbitration Document shall be deemed received on the earliest day when it is transmitted, delivered or uploaded pursuant to Articles 2.1(a), 2.1(b) or 2.1(c) above.
- 2.4 The date of successful transmission pursuant to Article 2.1(a) above shown in the Online Arbitration Platform, the system of the Hong Kong Arbitration Society or a third party's system which the Hong Kong Arbitration Society recognizes as valid. Where a written communication or Arbitration Document is delivered pursuant to Article 2.1(b) above, the date of service shall be determined according to the local time at the place of receipt. Where a written communication or Arbitration Document is being delivered or transmitted to more than one party, or more than one arbitrator, such written communication or Arbitration Document shall be deemed to be received when it is transmitted or delivered pursuant to Articles 2.1(a) or 2.1(b) above to the last intended recipient.

- 2.5 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day when a written communication or Arbitration Document is received or deemed to be received.
- 2.6 Any written communication and Arbitration Documents transmitted pursuant to Article 2.1 (a) above, delivered pursuant to Article 2.1(b) or uploaded pursuant to Article 2.1(c) shall be valid unless the Party disputing the validity has adduced evidence to prove otherwise to the satisfaction of the Arbitral Tribunal and the Hong Kong Arbitration Society. For the avoidance of doubt, the validity of a transmission, delivery or uploading shall not be affected by any controversy with respect to any ineffectiveness of such mode of communication, any failure to log in to the Online Arbitration Platform, any failure to bring to the notice of a Party, or that a Party is out of jurisdiction physically.

### **Article 3 – Interpretation of Rules**

- 3.1 Hong Kong Arbitration Society shall have the power to interpret and determine the applicability of all provisions of these Rules. The Arbitral Tribunal shall interpret and determine the applicability of the Rules insofar as they relate to its powers and duties hereunder. Such interpretations are final and binding upon the Parties. In the event of any inconsistency between such interpretation by the Arbitral Tribunal and any interpretation by Hong Kong Arbitration Society, the interpretation of Hong Kong Arbitration Society shall prevail.
- 3.2 Hong Kong Arbitration Society and the Arbitral Tribunal shall have the power to make decision pursuant to these Rules. In the event of any inconsistency between such decision by the Arbitral Tribunal and any decision by Hong Kong Arbitration Society, the decision of Hong Kong Arbitration Society shall prevail.

- 3.3 Hong Kong Arbitration Society and the Arbitral Tribunal have no obligation to give reasons for any decision it makes in respect of any arbitration commenced under these Rules. All decisions made by Hong Kong Arbitration Society or the Arbitral Tribunal under these Rules are final and, to the extent permitted by any applicable law, not subject to appeal.
- 3.4 These Rules include all Schedules attached thereto as amended from time to time by Hong Kong Arbitration Society and which came into force on the date on which the Notice of Arbitration is submitted.
- 3.5 Hong Kong Arbitration Society may from time to time issue practice notes to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations. English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the Chinese version, the English version shall prevail.

#### **Article 4 – Definitions**

- 4.1 ‘Arbitration’ means the process of arbitration of a dispute under HKAS Online Arbitration Rules;
- 4.2 ‘Arbitration Documents’ means the arbitration documents including, amongst others, an Arbitration Notice, Response, Award, Appointment of Arbitrator and the documents relating to the Appointment of Arbitrator or disclosure by an Arbitrator, Preliminary Enquiries, submissions, interrogatories, enquiries, applications, documents uploaded by the Parties to the Online Arbitration Platform and other documents and materials relating to an Arbitration;
- 4.3 ‘Arbitral Tribunal’ means a person who is appointed by Hong Kong Arbitration Society to act as an arbitrator;
- 4.4 ‘Award’ means an arbitral award rendered by the Arbitral Tribunal

which is final and binding on the Claimant and the Respondent;

- 4.5 'Certification Statement' means a statement certified by the Party in the form of "I certify the information contained in this statement is true and correct";
- 4.6 'Claim' means a claim against a Respondent;
- 4.7 'Claimant' / 'Applicant' means a person or entity sending or who has sent a Notice of Arbitration to Hong Kong Arbitration Society;
- 4.8 'Chatroom with the Arbitral Tribunal' means the chatroom in the Online Arbitration Platform in which the Parties, the Arbitral Tribunal and the administrator of the Hong Kong Arbitration Society may access for the purposes of, amongst others, conducting Preliminary Enquiry, submission, interrogatory and enquiry;
- 4.9 'Court' means the courts of the Hong Kong Special Administrative Region;
- 4.10 'Hearing' means a hearing fixed on a date by the Arbitral Tribunal in the process of Arbitration;
- 4.11 'Hong Kong' means the Hong Kong Special Administrative Region;
- 4.12 'Instant Communication Means' means instant communication software or social media including, amongst others, WhatsApp, WeChat, Line, Facebook, Instagram, Telegram, etc.;
- 4.13 'List of Arbitrators' means Hong Kong Arbitration Society's list of arbitrators for arbitration;
- 4.14 'Notice of Arbitration' means a written notice sent by a Claimant to Hong Kong Arbitration Society and the Respondent to request the initiation of Arbitration;
- 4.15 'Online' means the description of acts performing through online

arbitration platform, e-mail, SMS message and electronic message *via* Instant Communication Means;

- 4.16 ‘Online Arbitration Platform’ means the online arbitration platform of Hong Kong Arbitration Society under the domain of <http://www.hkarbsoc.org.hk/odr>;
- 4.17 ‘Offline’ means the description of acts not performing through the Online Arbitration Platform, e-mail, SMS message and electronic message *via* Instant Communication Means;
- 4.18 ‘Response’ means a written response to the Notice of Arbitration sent by the Respondent to Hong Kong Arbitration Society and the Claimant;
- 4.19 “Respondent” means the person or entity specified by the Claimant in the Notice of Arbitration as the Respondent.
- 4.20 ‘Parties’ means a Claimant and the relevant Respondent;
- 4.21 ‘Rule’ means a term and/or condition set out in HKAS Online Arbitration Rules;
- 4.22 ‘Written’ or ‘in writing’ means the forms in which the content contained therein can be represented tangibly including, amongst others, paper forms, electronic forms, letters, telegrams, telexes, faxes, electronic data exchanges, e-mails, SMS message, electronic message *via* Instant Communication Means, message in the Chatroom with the Arbitral Tribunal and any other forms of or through the Online Arbitration Platform;
- 4.23 References to the male gender include, where the context admits, the female gender and vice versa and references to the singular number include, where the context admits, the plural number and vice versa.
- 4.24 References in the Rules to the seat of arbitration shall mean the place of arbitration as referred to in Article 20.1 of the UNCITRAL

Model Law on International Commercial Arbitration as adopted on 21<sup>st</sup> June 1985 and as amended on 7<sup>th</sup> July 2006.

## **Article 5 – Notice of Arbitration**

- 5.1 The Claimant shall apply for arbitration through the Online Arbitration Platform and shall verify the identity of the Claimant on the Online Arbitration Platform.
- 5.2 The Arbitration may be commenced by the Claimant giving to Hong Kong Arbitration Society a Notice of Arbitration in written form.
- 5.3 The Notice of Arbitration shall include the following:
- (a) a request that the Dispute be referred to Arbitration;
  - (b) the names, addresses, telephone numbers and email addresses of the Parties;
  - (c) identification of the arbitration agreement that is invoked (if any);
  - (d) a statement of facts to support the claim signed by the Claimant with the Certification Statement;
  - (e) copies of the documents on which the Claimant will rely which are directly relevant to the points at issue and the outcome of the Arbitration;
  - (f) the relief or remedy sought; and
  - (g) a proposal on the appointment of Arbitrator.
- 5.4 The appointment of the Arbitrator shall not be hindered by any controversy with respect to the sufficiency of the Notice of Arbitration, which shall be finally resolved by the Arbitral Tribunal. The Claimant shall rectify any non-compliance in the Notice of Arbitration upon request by Hong Kong Arbitration Society within 3 days of the receipt of such request.
- 5.5 The Arbitration shall be deemed to commence on the date of the service of the Notice of Arbitration.

## **Article 6 - Response**

- 6.1 Unless otherwise decided by Hong Kong Arbitration Society, the Respondent shall, within 7 days of the service of the Notice of Arbitration, file the Response through the Online Arbitration Platform and shall verify the identity of the Respondent on the Online Arbitration Platform.
- 6.2 The Response shall include:
- (a) the names, addresses, telephone numbers and email addresses of the Respondent;
  - (b) any response to the information set forth in the Notice of Arbitration;
  - (c) a statement of the facts supporting the defence signed by the Respondent with the Certification Statement;
  - (d) copies of the documents on which the Respondent will rely in addition to those already provided by the Claimant which are directly relevant to the points at issue and the outcome of the Arbitration; and
  - (e) a proposal on the appointment of Arbitrator.
- 6.3 Upon receipt of the Notice of Arbitration and the Response from the Parties, a single Arbitrator, subject to 10.3, will be appointed pursuant to Article 10 who shall resolve any dispute or controversy in connection with the language of the Arbitration and/or the sufficiency of the Notice of Arbitration and/or the Response.
- 6.4 The appointment of the Arbitrator shall not be hindered by any controversy with respect to the Respondent's failure to file a Response to the Notice of Arbitration, or an incomplete or late response to the Notice of Arbitration which shall be finally resolved by the Arbitral Tribunal. The Respondent shall rectify any non-compliance in the Response upon request by Hong Kong Arbitration Society within 3 days of the receipt of such request.

- 6.5 If, within 7 days of the service of the Notice of Arbitration, the Respondent has failed to file the Response to Hong Kong Arbitration Society without showing sufficient cause for such failure, Hong Kong Arbitration Society may proceed with the Arbitration and the Arbitral Tribunal may make an award on the basis of the information and evidence before it without a hearing unless Hong Kong Arbitration Society is of the opinion that a hearing is necessary.

## **Article 7 – Production of Information and Evidence**

- 7.1 The Parties shall submit the information and evidence through the Online Arbitration Platform or the Chatroom with the Arbitral Tribunal. Evidence in electronic form may be submitted directly. For the evidence not in electronic form, the Parties shall convert evidence of non-electronic form into electronic form before submission. Subject to the approval of Hong Kong Arbitration Society, evidence that is not possible or not suitable to be converted into electronic form may be submitted offline. Hong Kong Arbitration Society will decide whether to refer the case to offline arbitration at the same time.
- 7.2 Electronic form of evidence that meets one of the following conditions is deemed to have complied with the requirements on original form as set out in the applicable laws or regulations:-
- (a) Being able to effectively present the content contained therein and make the content available for inspection at any time;
  - (b) Being notarized by a notary public;
  - (c) Being authenticated by a legal electronic certification service provider; or
  - (d) Other electronic form of evidence which has complete contents and remains unchanged since it is created. Notwithstanding the foregoing, the addition of endorsements to an electronic form of evidence and the changes of form that occur during data exchange, storage



and display shall not affect the integrity of electronic form of evidence.

- 7.3 The information and evidence submitted by the Parties shall be made readily available for inspection by Hong Kong Arbitration Society and the other Party and may be forwarded by Hong Kong Arbitration Society to the other Party. All Parties are allowed to inspect the information and evidence of the relevant arbitration through the Online Arbitration Platform.
- 7.4 The Parties may request information and evidence from each other if the Respondent has filed the Response. Unless otherwise decided by Hong Kong Arbitration Society, all requests for the production of information and evidence must be made within 3 days after the filing of the Response made through the message in the Chatroom with the Arbitral Tribunal. The Arbitral Tribunal may consider requesting for information and evidence at the time of making the Preliminary Enquiry or at any stage during the Arbitration.

## **Article 8 – Preliminary Enquiry**

- 8.1 In the event that the Arbitral Tribunal is of the opinion that it is necessary to make a Preliminary Enquiry, the Arbitral Tribunal shall, within 7 days of the filing of the Response or 4 days of the Request for production of information and evidence or 4 days after the acceptance of the appointment of arbitrator if the Respondent has failed to file the Response without showing sufficient cause for such failure (whichever is later), conduct the Preliminary Enquiry through the Online Arbitration Platform to require the Parties to submit to him and to each other such further information or evidence as he considers to be necessary for him to make his decision. Unless the Arbitral Tribunal is of the opinion that a preliminary meeting is necessary, the Preliminary Enquiry shall be conducted without a meeting. In the event that the Arbitral Tribunal is of the opinion that a preliminary meeting is necessary, the Arbitral Tribunal has the sole discretion to decide whether the

preliminary meeting is to be conducted in person, by video conference or audio conference, by telephone, online or other electronic or computer communication forms. The Arbitral Tribunal shall be entitled to make a written, audio and/or video record of the preliminary meeting (if any).

- 8.2 The Parties shall, unless the Arbitral Tribunal decides otherwise or it is agreed by the Parties, within 3 days of the request made under Preliminary Enquiry, provide the information and evidence requested under the Preliminary Enquiry through the Online Arbitration Platform. If, within 3 days of the request made under Preliminary Enquiry, the Claimant has failed to provide the information and evidence requested under the Preliminary Enquiry to Hong Kong Arbitration Society without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the Arbitration and make an award. The Parties shall not, after 3 days following the date of the Request for production of information and evidence or 7 days following the expiration of the period of Preliminary Enquiry whichever is later, produce any additional information and evidence unless the Arbitral Tribunal decides otherwise.

## **Article 9 – Arbitration Agreement and Jurisdiction**

- 9.1 The Parties may object to the existence or validity of the arbitration agreement or jurisdiction of Hong Kong Arbitration Society. The Party shall file the above-mentioned objection within 7 days of the service of the Arbitration Notice. The other Party may make a reply to the above-mentioned objection within 3 days from the date of receiving the above-mentioned objection.
- 9.2 The Party submitting the objection pursuant to Article 9.1 of these Rules shall pay a non-refundable fee of HK\$25,000. Where the objection is submitted by more than one Party, those Parties shall pay the fee in equal shares unless otherwise decided by Hong Kong Arbitration Society or agreed by the Parties. Unless otherwise agreed by Hong Kong Arbitration Society, the Party has to pay the

whole sum of the fee when the objection is submitted by the Party.

- 9.3 Hong Kong Arbitration Society shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part or the jurisdiction of Hong Kong Arbitration Society. For the purposes of Article 9, an arbitration clause which forms part of a contract and which provides for arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract. A decision by Hong Kong Arbitration Society that the contract is null and void shall not necessarily entail the invalidity of the arbitration clause.
- 9.4 Hong Kong Arbitration Society may directly make a decision on whether an arbitration agreement exists or is valid, or whether Hong Kong Arbitration Society has jurisdiction, or may authorize the Arbitral Tribunal to make the above-mentioned decision.
- 9.5 The arbitration proceedings may continue to proceed until a decision is made on the objection to the existence and validity of the arbitration agreement and the jurisdiction of Hong Kong Arbitration Society.
- 9.6 The decision of Hong Kong Arbitration Society on the existence and validity of the arbitration agreement and the jurisdiction of Hong Kong Arbitration Society is without prejudice to the admissibility or merits of any Party's pleas.

## **Article 10 – Appointment of Arbitrator**

- 10.1 The Claimant and the Respondent may agree on the appointment of Arbitrator from the List of Arbitrators if the Respondent has filed the Response. If the Parties fail to agree on the appointment of Arbitrator within 2 days after the filing of the Response, Hong Kong Arbitration Society shall appoint Arbitrator at its sole discretion. If the Respondent has failed to file the Response without showing sufficient cause for such failure, unless otherwise decided by Hong

Kong Arbitration Society, Hong Kong Arbitration Society shall appoint the Arbitrator proposed by the Claimant in the Notice of Arbitration. The acceptance of appointment shall be made by the Arbitrator within one day upon receiving such appointment from the Hong Kong Arbitration Society. If there is a rejection or failure of acceptance of appointment by the Arbitrator within one day upon receiving such appointment from the Hong Kong Arbitration Society, Hong Kong Arbitration Society appoint another Arbitrator at its sole discretion.

10.2 All appointment of any Arbitrator, whether agreed by the Parties or proposed by the Claimant, are subject to confirmation by the Hong Kong Arbitration Society, upon which the appointments shall become effective. The Parties shall be informed of the appointment of the Arbitrator in the Online Arbitration Platform.

10.3 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society, the number of arbitrators shall be one.

#### **Article 11 – Disclosures Required of Arbitrators**

11.1 The Arbitrator appointed under these Rules shall be and remain at all times impartial and independent in relation to the exercise of his duties in the Arbitration.

11.2 Before appointing an Arbitrator, Hong Kong Arbitration Society will notify the potential Arbitrator(s) of the nature of the Dispute and the identity of the Parties. Each potential Arbitrator must make a reasonable effort to learn of, and must disclose to Hong Kong Arbitration Society, any circumstances which might preclude the potential Arbitrator from rendering an objective and impartial determination in the proceedings, including, amongst others:

- (a) Any direct or indirect financial or personal interest in the outcome of the Arbitration;
- (b) Any existing or past financial, business, professional, family or close and sustained personal relationships or

- circumstances with any Party, or anyone who the potential Arbitrator is told may be a witness and/or an expert in the Arbitration, that are likely to affect impartiality or might reasonably create the appearance of partiality or bias; or
- (c) Any such relationship or circumstances involving members of the potential Arbitrator's family or the potential Arbitrator's current employers, partners, or business associates.

- 11.3 The obligation under Article 11.2 to disclose interests, relationships, or circumstances that might preclude a potential Arbitrator from rendering an objective and impartial determination is a continuing duty that requires an Arbitrator to disclose, at any stage of the proceedings, any such interests, relationships, or circumstances that arise, or are recalled or discovered.
- 11.4 Hong Kong Arbitration Society will inform the Parties of any information disclosed to Hong Kong Arbitration Society under Articles 11.2 and 11.3 by the potential Arbitrator and/or the Arbitrator unless the potential Arbitrator declines appointment or voluntarily withdraws from the Arbitration, or Hong Kong Arbitration Society removes the Arbitrator.
- 11.5 Subject to Articles 11.2 and 11.3, the Arbitrator shall, upon acceptance of appointment, confirm in writing that there is no conflict of interest in relation to his appointment as the Arbitrator to the Dispute.

## **Article 12 – Challenge and Removal of Arbitrator**

- 12.1 Hong Kong Arbitration Society may remove an Arbitrator due to the reason of conflict of interest or bias, either upon the request of a Party or on Hong Kong Arbitration Society's own initiative.
- 12.2 Any challenge of an Arbitrator, whether for an alleged lack of impartiality or independence, or otherwise, shall be made by a

Party to Hong Kong Arbitration Society in a written statement specifying the facts and circumstances on which the challenge is based, and shall be decided by Hong Kong Arbitration Society.

- 12.3 The Party submitting the written statement pursuant to Article 12.2 of these Rules shall pay a non-refundable fee of HK\$25,000. Where the written statement is submitted by more than one Party, those Parties shall pay the fee in equal shares unless otherwise decided by Hong Kong Arbitration Society or it is agreed by the Parties. Unless otherwise agreed by the Hong Kong Arbitration Society, the Party has to pay the whole sum of the fee when the written statement is submitted by the Party.
- 12.4 For a challenge of Arbitrator to be admissible, it must be submitted by a Party either within 3 days from receipt by that Party of the confirmation of the Arbitrator, or within 3 days from the date when the facts and circumstances on which the challenge is based were disclosed by the Arbitrator or within 3 days from the date when the Party making the challenge was informed of the facts and circumstances on which the challenge is based (as the case may be). The Parties are deemed to have accepted the appointment of an Arbitrator and there is no conflict of interest or bias or lack of impartiality or independence on the part of that Arbitrator if no challenge of the appointment is received by the Hong Kong Arbitration Society within the above time limit.
- 12.5 Hong Kong Arbitration Society will, at its sole discretion, decide on the admissibility and, at the same time, if necessary, on the merits of a challenge and grant a Party's request to remove an Arbitrator if it is reasonable to infer, based on information known at the time of the request, that the Arbitrator is biased, lacks impartiality, or has a direct or indirect interest in the outcome of the Arbitration. The interest or bias must be definite, specific and clear and capable of reasonable demonstration, rather than remote or speculative.
- 12.6 Hong Kong Arbitration Society must first notify the Parties in writing before removing an Arbitrator on its own initiative.

## **Article 13 – Conduct of Arbitration**

- 13.1 The Arbitral Tribunal may, after consulting the Parties, appoint secretary or arbitrator assistant. The secretary or arbitrator assistant shall remain at all times impartial and independent of the Parties, and shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence prior to his appointment. A secretary or arbitrator assistant, once appointed and throughout the Arbitration, shall disclose without delay any such circumstances to the Parties unless they have already been informed by him of these circumstances.
- 13.2 The Arbitral Tribunal and the Parties shall do everything necessary to ensure the fair and efficient conduct of the Arbitration.
- 13.3 In all matters not expressly provided for in these Rules, Hong Kong Arbitration Society, the Arbitral Tribunal and the Parties shall act in accordance with the spirit of these Rules.
- 13.4 The Arbitral Tribunal shall make every reasonable effort to ensure that an Award is valid.
- 13.5 In all cases, the Arbitral Tribunal shall ensure that the Parties are treated impartially and that each Party is given a fair opportunity to present its case, give its reasons and provide evidence.
- 13.6 At any time after the commencement of the Arbitration, the Arbitral Tribunal or Hong Kong Arbitration Society may require a Party to conduct verification of identity and to provide written proof of the authority of the representative.
- 13.7 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society or the Arbitral Tribunal after taking into account the fairness so requires in all the circumstances of the case, no legal representatives are allowed to act on behalf of either Party in the Arbitration.

## **Article 14 - Seat of Arbitration**

- 14.1 The Parties may agree on the seat of arbitration. Where there is no agreement as to the seat, the seat of arbitration shall be Hong Kong, unless the Arbitral Tribunal determines, having regard to the circumstances of the case, that another seat is more appropriate.

## **Article 15 – The Arbitration Process**

- 15.1 Arbitration proceedings under these Rules shall be conducted in the Online Arbitration Platform. If offline proceedings are required as a supplement or complement, arbitration proceedings can be completed offline.
- 15.2 By entering into an arbitration agreement agree to conduct arbitration in accordance with these Rules or to submit a dispute to Hong Kong Arbitration Society for resolving through online arbitration, the Parties shall be deemed to have the necessary capabilities and equipment for online arbitration in accordance with these Rules (including, amongst others, to using Online Arbitration Platform, receiving and sending e-mails, using mobile communication devices, and participating in online video and audio conference or hearing).
- 15.3 When signing for confirmation is necessary in the arbitration proceedings in the Online Arbitration Platform or under this Rules, the Parties and the Arbitral Tribunal may use electronic signatures, which shall be valid and have the same legal effect as handwritten signatures or seals.
- 15.4 At any time during the Arbitration, the Arbitral Tribunal may allow or require a Party to produce evidence that the Arbitral Tribunal determines to be relevant to the case and material to its outcome within any time limits ordered by the Arbitral Tribunal. The Arbitral Tribunal shall have the power to admit or exclude any evidence.



- 15.5 Each Party shall have the burden of proving the facts relied on to support its claim or Response.
- 15.6 The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence, including whether to apply strict rules of evidence and the standard of proof in each case.
- 15.7 The Arbitral Tribunal, after consulting with the Parties, may appoint one or more experts. The Parties are to be responsible for paying the fees of the Arbitral Tribunal-appointed expert at the sole discretion of the Arbitral Tribunal. The Arbitral Tribunal may meet privately with any Arbitral Tribunal-appointed expert. Such expert shall report to the Arbitral Tribunal, in writing, on specific issues to be determined by the Arbitral Tribunal. The Parties shall give the expert any relevant information or produce for his inspection any relevant documents, goods or properties that he may require of them.
- 15.8 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society, the Arbitration is by “documents-only”, no hearing shall be held.
- 15.9 The Parties’ submissions (if any) shall be made through the Online Arbitration Platform within 4 days after the expiration of the period of production of information and evidence.
- 15.10 One Party may make interrogatories against the information or evidence provided by the other Party.
- 15.11 The Arbitral Tribunal may make enquiries with the Parties through the Online Arbitration Platform. The Parties may provide answers or explanations through the Online Arbitration Platform. If they fail to do so, Hong Kong Arbitration Society may proceed with the Arbitration.
- 15.12 In the event that Hong Kong Arbitration Society is of the opinion that a hearing is necessary, Hong Kong Arbitration Society has the sole discretion to decide whether the hearing is to be conducted

in person, by video conference, audio conference, telephone, online or other electronic or computer communication forms. The Arbitral Tribunal shall be entitled to make a written, audio and/or video record of the hearing (if any).

15.13 The Arbitral Tribunal may make directions for the translation of oral statements made at a Hearing (if any) and for a record of the Hearing (if any) if it deems necessary in the circumstances of the case.

15.14 Hearings (if any) shall be held in private unless otherwise consented to by Hong Kong Arbitration Society, the Arbitral Tribunal and both Parties.

15.15 The Arbitral Tribunal may request at his sole discretion, further information or evidence from either of the Parties at the Hearing (if any).

15.16 Without prejudice to the above and with regard to the Arbitration, the Arbitral Tribunal shall have the power and/or jurisdiction to:

- (a) make any relief or remedy (whether such relief or remedy is sought in the Arbitration Documents or in the Chatroom with the Arbitral Tribunal);
- (b) conduct such enquiries as may appear to the Arbitral Tribunal to be necessary or expedient;
- (c) order the Parties to make any property or item available for inspection, in their presence, by the Arbitral Tribunal;
- (d) order any Party to produce to the Arbitral Tribunal, and to the other Parties for inspection, and to supply copies of any documents or classes of documents in their possession, custody or power, except where the Party satisfies Hong Kong Arbitration Society that:-
  - (i) to provide the information would breach a Court order;
  - (ii) to provide the information would breach a duty of confidentiality to a third party and, despite all reasonable endeavours, the third party's consent

- to the disclosure of the information has not been obtained;
- (iii) to provide the information would prejudice an ongoing investigation by the police, the regulators or other law enforcement agencies, and, despite all reasonable endeavours, the consent to the disclosure of the information has not been obtained;
- (iv) the information does not exist or no longer exists or is not within the Party's reasonable possession or control; or
- (v) the information is irrelevant to the Dispute.

Notwithstanding the aforesaid, nothing in these Rules shall prejudice any Party's right against self-incrimination or to legal professional privilege;

- (e) receive and take into account such written or oral evidence as he shall determine to be relevant and shall not be bound by the rules of evidence;
- (f) proceed with the Arbitration and make an Award notwithstanding the failure or refusal of any of the Parties to comply with these Rules or with the Arbitral Tribunal's written orders or written directions, or to exercise its right to present its case; and/or
- (g) give other directions as it deems fit.

15.17 At any stage of the Arbitration, where the Arbitral Tribunal is aware and considers that it would be more suitable for the subject matter of the Dispute to be dealt with by a court, the Arbitral Tribunal may terminate the Arbitration.

15.18 At any stage of the Arbitration, the Arbitral Tribunal shall have the power to extend any of the time limits stipulated in these Rules unless the Hong Kong Arbitration Society decides otherwise.

15.19 The Arbitral Tribunal shall have the power to allow an additional party to be joined to the Arbitration provided that, prima facie, the additional party is bound by an arbitration agreement under these

Rules giving rise to the Arbitration. If the Dispute involves more than two Parties, Hong Kong Arbitration Society shall have the power to revise these Rules, taking into account the circumstances of the case.

- 15.20 The Parties may agree on the law governing the substance of the dispute in the Arbitration. Where there is no agreement as to the law governing the substance of the dispute in the Arbitration, the governing law shall be the laws of Hong Kong, unless the Arbitral Tribunal determines, having regard to the circumstances of the case, that another governing law is more appropriate.
- 15.21 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society, the arbitration proceedings shall be conducted in the language under the Arbitration Notice. The Respondent may object to the language to be used in the arbitration proceedings and shall file the above-mentioned objection within 7 days of the service of the Arbitration Notice. Hong Kong Arbitration Society shall have the sole discretion to make the final decision on the language or languages to be used in the arbitration proceedings.
- 15.22 A Party may apply for urgent interim or conservatory relief (“Emergency Relief”) prior to the constitution of the Arbitral Tribunal pursuant to Article 19 and Schedule 2 of the Hong Kong Arbitration Society Rules of Hong Kong Arbitration Society save and except the fee which shall be paid by the Party submitting the request pursuant to Article 19.3 of the Hong Kong Arbitration Society Rules of Hong Kong Arbitration Society shall be revised to HK\$25,000.00. At the request of either Party, the Arbitral Tribunal may order any interim measures as it deems necessary or appropriate.

## **Article 16 – Communication between the Parties and the Arbitral Tribunal**

- 16.1 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society or the Arbitral Tribunal, a Party shall not

communicate with the Arbitral Tribunal directly.

- 16.2 All communications between any of the Parties and the Arbitral Tribunal must be conducted through the Online Arbitration Platform and shall be in the language used in the Arbitration.

## **Article 17 – Award**

- 17.1 The Arbitral Tribunal shall, unless otherwise extended by the Arbitral Tribunal with the consent of Hong Kong Arbitration Society or the Parties, render an Award within 7 days of the expiration of the period of the making of the submission by the Parties or the holding of the Hearing (if any) whichever is later.
- 17.2 Unless otherwise agreed by the Parties, an Award shall be made in writing and shall be final and binding on the Parties and any person claiming through or under any of the Parties. The Parties and any such person shall be deemed to have waived their rights to any form of recourse or defence in respect of enforcement and execution of any Award, insofar as such waiver can validly be made.
- 17.3 The Parties undertake to comply without delay with any Award or order made by the Arbitral Tribunal.
- 17.4 An Award shall state the concise reasons upon which it is based (which may be in summary form) unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society that no reasons are to be given.
- 17.5 An Award shall be signed by the Arbitral Tribunal and stamped by Hong Kong Arbitration Society electronically, which shall have the same legal effect as handwritten signatures or seals. It shall state the date on which it was made and the seat of arbitration as determined under Article 14 and shall be deemed to have been made at the seat of arbitration.
- 17.6 The validity or enforceability of the Award shall not be hindered by

any controversy with respect to the Arbitral Tribunal's failure to sign the Award.

- 17.7 The validity or enforceability of the Award shall not be hindered by any controversy with respect to the failure to meet any time limits stipulated in these Rules.
- 17.8 The validity or enforceability of the Award shall not be hindered by non-compliance of these Rules. The Arbitral Tribunal may rectify any non-compliance of these Rules upon request by Hong Kong Arbitration Society or the Parties within 7 days of the receipt of such request.
- 17.9 Subject to any lien on any fees which shall be paid by a Party to Hong Kong Arbitration Society under these Rules, the Award shall be delivered to Hong Kong Arbitration Society by the Arbitral Tribunal through the Online Arbitration Platform.
- 17.10 The Award is deemed to have been served when served on or transmitted to the Parties or uploaded to the Online Arbitration Platform in accordance to Article 2 of these Rules. The Parties shall, if necessary, apply to Hong Kong Arbitration Society for paper documents.
- 17.11 Unless otherwise agreed by the Parties or decided by Hong Kong Arbitration Society, the Award shall be written in the language used in the arbitration proceedings. Hong Kong Arbitration Society shall have the sole discretion to make the final decision on the language or languages to be used in the Award.

## **Article 18 – Settlement or Other Grounds for Termination**

- 18.1 If, before the Award is made, the Parties agree on a settlement of the Dispute, the Arbitral Tribunal shall either issue an order for the termination of the Arbitration or, if requested by both Parties and accepted by the Arbitral Tribunal, record the settlement in the

form of an Award on the agreed terms. The Arbitral Tribunal is not obliged to give reasons for such an Award.

- 18.2 If, before the Award is made, the continuation of the Arbitration becomes unnecessary or impossible for any reason not mentioned in Article 18.1, the Arbitral Tribunal shall issue an order for the termination of the Arbitration. The Arbitral Tribunal shall issue such an order unless a Party raises a justifiable objection, having been given a reasonable opportunity to comment upon the proposed course of action.
- 18.3 Copies of the order for termination of the Arbitration or of the Award on the agreed terms, signed by the Arbitral Tribunal electronically, shall be communicated by the Arbitral Tribunal through the Online Arbitration Platform to Hong Kong Arbitration Society and the Parties. Where an Award on the agreed terms is made, the provisions of Articles 17.2, 17.3, 17.5, 17.6, 17.7, 17.8 and 17.9 shall apply.

## **Article 19 – Correction of the Award**

- 19.1 Within 3 days after receipt of the Award, either Party, with notice to Hong Kong Arbitration Society and the other Party through the Online Arbitration Platform, may request the Arbitral Tribunal to correct any errors in computation, any clerical or typographical errors, or any errors of a similar nature in the Award. The other Party may comment on such request within 3 days.
- 19.2 The Arbitral Tribunal shall make any corrections he considers appropriate within 7 days after receipt of the request but may extend such period of time if necessary.
- 19.3 The Arbitral Tribunal may within 7 days after the date of the Award make such corrections on his own initiative but may extend such period of time if necessary.

- 19.4 The Arbitral Tribunal has the power to make any further correction to the Award which is necessitated by or consequential on:
- (a) the interpretation of any point or part of the Award under Article 20;  
or
  - (b) the issue of any additional award under Article 21.
- 19.5 Such corrections shall be in writing, and where such corrections are made, the provisions of Articles 17.2, 17.3, 17.5, 17.6, 17.7, 17.8 and 17.9 shall apply.

## **Article 20 – Interpretation of the Award**

- 20.1 Within 3 days after receipt of the Award, either Party, with notice to Hong Kong Arbitration Society and the other Party through the Online Arbitration Platform, may request the Arbitral Tribunal to give an interpretation of the Award. The other Party may comment on such request within 3 days.
- 20.2 The Arbitral Tribunal shall give any interpretation he considers appropriate within 7 days after receipt of the request but may extend such period of time if necessary.
- 20.3 The Arbitral Tribunal has the power to make any further interpretation of the Award which is necessitated by or consequential on:
- (a) the correction of any error in the Award under Article 19;  
or
  - (b) the issue of any additional award under Article 21.
- 20.4 Any interpretation shall be in writing and any interpretation made under Article 20 shall form part of the Award.
- 20.5 Where an interpretation of the Award is made, the provisions of Articles 17.2, 17.3, 17.5, 17.6, 17.7, 17.8 and 17.9 shall apply.



## **Article 21 – Additional Award**

- 21.1 Within 3 days after receipt of the Award, either Party, with notice to Hong Kong Arbitration Society and the other Party through the Online Arbitration Platform, may request the Arbitral Tribunal to make an additional Award in relation to claims presented in the Arbitration but omitted from the Award. The other Party may comment on such request within 3 days.
- 21.2 If the Arbitral Tribunal considers the request for an additional Award to be justified, it shall make the additional Award within 7 days after receipt of the request but may extend such period of time if necessary.
- 21.3 The Arbitral Tribunal may within 7 days after the date of the Award make the additional Award on his own initiative but may extend such period of time if the Arbitral Tribunal deems necessary.
- 21.4 The Arbitral Tribunal has the power to make an additional Award which is necessitated by or consequential on:
- (a) the correction of any error in the Award under Article 19;  
or
  - (b) the interpretation of any point or part of the Award under Article 20.
- 21.5 Where an additional Award is made, the provisions of Article 17 .2, 17.3, 17.5, 17.6, 17.7, 17.8 and 17.9 shall apply.

## **Article 22 – Confidentiality**

- 22.1 The Parties and the Arbitral Tribunal agree not to disclose, transmit, introduce or otherwise use any pleadings, submissions, documents, communications, opinions, suggestions, proposals, offers, or admissions, or other information obtained or disclosed

relating to: (a) the Arbitration under the arbitration agreement(s); or (b) an Award made in the Arbitration, beyond the Parties to the Arbitration and their representatives, the Arbitral Tribunal, Hong Kong Arbitration Society, and any person necessary to the conduct of the proceedings, except as may be lawfully required whether in judicial proceedings or otherwise in the normal course of business of the Parties, unless agreed in writing by the Arbitral Tribunal, Hong Kong Arbitration Society and the Parties to the Arbitration. The fact that the Arbitration has occurred, is continuing, or has concluded shall not be considered confidential.

- 22.2 No person shall publish or otherwise make available to the public any Award, decision or ruling unless (a) agreed in writing by the Arbitral Tribunal, Hong Kong Arbitration Society and the Parties to the Arbitration; or (b) the same has been edited to delete the identity of the Parties or identifiable details and with the consent of Hong Kong Arbitration Society.

## **Article 23 – Exclusion of Liability**

- 23.1 Neither Hong Kong Arbitration Society nor other body or person specifically designated by it to perform the functions referred to in these Rules, legal representatives, legal counsel, administrators or other staff members of Hong Kong Arbitration Society, the Arbitral Tribunal, secretary or arbitrator assistant appointed by the Arbitral Tribunal shall be liable for any act or omission in connection with an arbitration conducted under these Rules, save where such act was done or omitted to be done dishonestly.
- 23.2 The Parties jointly and severally release, discharge and shall indemnify Hong Kong Arbitration Society, its legal representatives, legal counsel, administrators or other staff members and representatives, the Arbitrator, secretary or arbitrator assistant appointed by the Arbitral Tribunal in respect of all liabilities whatsoever, whether involving negligence or not, from any act or omission in connection with or arising out of or relating in any way

to any Arbitration conducted under these Rules, save for the consequences of fraud or dishonesty.

- 23.3 After the Award has been made and the time period for correction, interpretation and additional awards referred to in Articles 19 to 21 have lapsed or been exhausted, neither Hong Kong Arbitration Society nor the Arbitrator, secretary or arbitrator assistant appointed by the Arbitral Tribunal shall be under an obligation to make statements to any person about any matter concerning the Arbitration, nor shall a Party seek to make any of these persons a witness in any legal or other proceedings arising out or relating to of the Arbitration.
- 23.4 Hong Kong Arbitration Society provides security for the online transmission of data of the Arbitration between the Parties, the Arbitral Tribunal and Hong Kong Arbitration Society. Hong Kong Arbitration Society accepts no liability for data losses caused by force majeure events such as computer viruses, hacker attacks and network failures.
- 23.5 Hong Kong Arbitration Society encrypts the data of the Arbitration to keep the information confidential. Hong Kong Arbitration Society accepts no liability for data disclosure to third parties other than the intended recipients as a result of force majeure events such as computer viruses, hacker attacks and network failures.
- 23.6 The authority of Hong Kong Arbitration Society in accordance with these Rules can be granted subordinately within Hong Kong Arbitration Society or can be granted to the Arbitral Tribunal. Once authorized, the authorized party has the same authority as the authorizing party, and the decision made by the authorized party is deemed to be given by the authorized party in person.

## **Article 24 – Appeal**

- 24.1 Sections 2, 3, 4, 5, 6 and 7 of Schedule 2 of the Arbitration Ordinance (Chapter 609) shall not apply.

- 24.2 Subject to Article 24.1, in the event of an appeal against the Award, an application to set aside the Award, an application to challenge the Award or an application to object the enforcement of the Award in the Arbitration being brought by a Party, that Party agrees that the recoverable legal costs incurred in, occasioned to, arising out of, in relation to and/or resulting from such an appeal or application shall be limited to the amount equivalent to the arbitration fees which shall be paid by the Parties.

## **Article 25 – Closure of Proceedings**

- 25.1 When the Arbitral Tribunal is satisfied that the Parties have had a reasonable opportunity to present their case, then, after the expiration of the period of the making of submission by the Parties or the holding of the Hearing (if any) whichever is later, the proceedings shall be deemed closed. Thereafter, no further submission or interrogatory may be made, or information or evidence produced, unless the Arbitral Tribunal reopens the proceedings in accordance with Article 25.2.
- 25.2 The Arbitral Tribunal may, if he considers necessary owing to exceptional circumstances, decide, on his own initiative or upon the application of a Party, to reopen the proceedings at any time before the Award is made.

## **Article 26 – Arbitration Fees**

- 26.1 Unless otherwise agreed by Hong Kong Arbitration Society, subject to Article 26.8, the arbitration fees for the Arbitration shall be paid to the arbitration service provider approved by Hong Kong Arbitration Society (of which Hong Kong Arbitration Society shall have the sole discretion to make the final decision) by the Parties according to the Schedule.
- 26.2 All arbitration fees shall be paid in Hong Kong dollars, and, subject

to Articles 26.4 and 26.5, are not refundable after payments are made to Hong Kong Arbitration Society.

- 26.3 Unless otherwise agreed by Hong Kong Arbitration Society, the Claimant has to pay the whole sum of the arbitration fees when the Notice of Arbitration is filed by the Claimant and the Respondent has to pay the whole sum of the arbitration fees when the Response is filed by the Respondent.
- 26.4 The Arbitral Tribunal shall at his sole discretion make the final decision under the Award on which Party is to be responsible for paying the entire or a portion of the arbitration fees. The Party whom the Arbitral Tribunal decides is not responsible for paying the entire or a portion of the arbitration fees will be refunded such arbitration fees paid by that Party which will be released within 14 days after the Award is made, provided that both Parties have paid their whole sum of the arbitration fees.
- 26.5 Unless otherwise decided by Hong Kong Arbitration Society, in the event that the Parties agree on a settlement of the Dispute without requesting the Arbitral Tribunal to record the settlement terms in the form of an award on agreed terms within 7 days after the Notice of Arbitration is filed by the Claimant and before the Response is filed by the Respondent, the Claimant will be refunded the arbitration fees paid by the Claimant. Unless otherwise decided by Hong Kong Arbitration Society, in the event that the Parties agree on a settlement of the Dispute after 7 days of the filing of the Notice of Arbitration by the Claimant or after the filing of the Response by the Respondent, the arbitration fees for the Arbitration shall be paid and the Parties shall agree on which Party is to be responsible for paying the arbitration fees and the Party whom the Parties agrees is not responsible for paying the arbitration fees will be refunded the arbitration fees paid by that Party provided that both Parties have paid their whole sum of the arbitration fees.
- 26.6 Hong Kong Arbitration Society shall decide and may provide the venue for conducting the Hearing (if any). The Parties may have to

bear the cost of the venue for conducting the Hearing (if any) if the rooms at Hong Kong Arbitration Society are fully occupied or otherwise unavailable.

- 26.7 Unless otherwise decided by Hong Kong Arbitration Society, an interest claim shall not be taken into account in the calculation of the amount in dispute. However, when the interest claim exceeds the amount of the principal claimed, the interest claim alone shall be considered in calculating the amount in dispute.
- 26.8 In the event that the Dispute involves (a) more than one contract or agreement in dispute, or (b) more than two Parties, or (c) a counterclaim, or (d) the number of arbitrator is varied to more than one, or (e) the claim or relief or remedy or amount in dispute is unliquidated or amount in dispute is over HK\$10,000,000, the arbitration fees shall be decided by Hong Kong Arbitration Society, taking into account the circumstances of the case. Any additional arbitration fees shall be paid by the Parties within 7 days upon decided by Hong Kong Arbitration Society.
- 26.9 In the event that according to Article 15.12, the Parties agree or Hong Kong Arbitration Society decide that a hearing shall be conducted, additional arbitration fees shall be decided by Hong Kong Arbitration Society, taking into account the circumstances of the case. Unless otherwise agreed by Hong Kong Arbitration Society, the Parties have to pay the whole sum of the additional arbitration fees 3 days before the hearing.
- 26.10 Amounts in currencies other than Hong Kong Dollars shall be converted into Hong Kong Dollars at the rate of exchange published by HSBC Bank on the date that the Notice of Arbitration is submitted or at the time when any new claim is filed.
- 26.11 Hong Kong Arbitration Society shall review the fee structure regularly and shall have the power to make any changes to the fee structure without giving notice.

## **Article 27 – Issues not covered by these Rules**

- 27.1 For matters which are not covered by these Rules, the Arbitral Tribunal and/or the Hong Kong Arbitration Society may adopt such measures as he deems appropriate and/or consistent with the need for a speedy and efficient resolution of the Dispute.

## **Article 28 – Waiver**

- 28.1 A Party who knows or ought to reasonably know that any provision of, or requirement arising under these Rules (including the arbitration agreement(s)) has not been complied with and yet proceeds with the Arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.

English is the original drafting language of these Rules. In the event of any discrepancy or inconsistency between the English version and the Chinese version, the English version shall prevail.

## **SCHEDULE**

1. For an amount in dispute at or below HK\$1,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$100 (to be paid by the Parties to the Dispute pursuant to Article 26).
2. For an amount in dispute at or between HK\$1,001 and HK\$2,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$200 (to be paid by the Parties to the Dispute pursuant to Article 26).
3. For an amount in dispute at or between HK\$2,001 and HK\$5,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$500 (to be paid by the Parties to the Dispute pursuant to Article 26).
4. For an amount in dispute at or between HK\$5,001 and HK\$10,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$1,000 (to be paid by the Parties to the Dispute pursuant to Article 26).
5. For an amount in dispute at or between HK\$10,001 and HK\$15,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$1,500 (to be paid by the Parties to the Dispute pursuant to Article 26).
6. For an amount in dispute at or between HK\$15,001 and HK\$20,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$2,000 (to be paid by the Parties to the Dispute pursuant to Article 26).
7. For an amount in dispute at or between HK\$20,001 and HK\$50,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$2,500 (to be paid by the Parties to the Dispute pursuant to Article 26).
8. For an amount in dispute at or between HK\$50,001 and



HK\$100,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$5,000 (to be paid by the Parties to the Dispute pursuant to Article 26).

9. For an amount in dispute at or between HK\$100,001 and HK\$150,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$7,500 (to be paid by the Parties to the Dispute pursuant to Article 26).
10. For an amount in dispute at or between HK\$150,001 and HK\$250,000, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$12,500 (to be paid by the Parties to the Dispute pursuant to Article 26).
11. For an amount in dispute over HK\$250,000, subject to Article 26.8, the arbitration fees (including administrative expenses and the arbitrator's fees) are HK\$25,000 (to be paid by the Parties to the Dispute pursuant to Article 26).

## 引言

本規則已為香港仲裁公會採納，供尋求機構仲裁的規範性和便利性的當事人使用。

## 適用

本規則可在仲裁條款中或爭議發生之前或之後書面或在網上仲裁平台訂立的仲裁協議中約定適用。有關本規則的適用範圍，請參閱本規則第 1 條。

## 生效

依本規則第 1 條的規定，本規則自 2025 年 2 月 1 日起生效。

## 建議仲裁條款

希望依本規則仲裁解決未來爭議的當事人，可在合同中預定仲裁條款如下：

“凡因本合同所引起的或與之相關的任何爭議或意見分歧，均應提交香港仲裁公會進行機構仲裁，並按其現行有效的香港仲裁公會網上仲裁規則最終解決。”

## 建議仲裁協議

若爭議已發生，而當事人之間的協議並沒有仲裁條款，而當事人亦未事先訂立仲裁協議，當事人希望依香港仲裁公會以網上仲裁平台通過仲裁解決爭議，可約定如下：

“以下簽字各方，同意將因（簡單描述已出現或可能引起的爭議、糾紛、分歧或索賠的合同）引起的或與之相關的任何爭議、糾紛、分歧或索賠（包括任何有關非合同性義務的爭議），香港仲裁公會按照香港仲裁公會網上仲裁規則進行機構仲裁。仲裁程序應以中文進行，裁決應以中文草擬。

第一當事人簽字: \_\_\_\_\_

第二當事人簽字: \_\_\_\_\_

日期: \_\_\_\_\_”

## 第 1 條 — 適用範圍

- 1.1 網上仲裁是指在香港仲裁公會的網上仲裁平台上展開仲裁程序的爭議解決方法。
- 1.2 各方當事人訂立仲裁協定（無論在爭議發生之前或之後簽訂）規定適用本規則的仲裁協定，香港仲裁公會認為適合在網上仲裁平台上仲裁的，適用本規則；香港仲裁公會認為不適合在網上仲裁平台上仲裁的，應當適用香港仲裁公會的其他仲裁規則。
- 1.3 仲裁協議應當採取書面形式。各方當事人通過同意網站服務協定的方式達成的電子仲裁條款視為符合法律對仲裁條款的書面形式的要求。
- 1.4 各方當事人達成的仲裁協定既可以是在合同中定明的仲裁條款，也可以是在爭議發生前或發生後以其他方式達成的書面仲裁協定。
- 1.5 在不違反本規則第 15.22 條規定的情況下，已按本規則網上展開的案件或已進行的仲裁程序，香港仲裁公會認為不適合在網上仲裁平台或採用網上方式仲裁或仲裁程序的雙方當事人同意將案件轉為線下仲裁的，應轉為線下並按香港仲裁公會的《香港仲裁公會規則》進行仲裁。

- 1.6 各方當事人約定按照本規則進行仲裁但未約定仲裁機構的，視為同意將爭議提交香港仲裁公會仲裁。
- 1.7 各方當事人約定將爭議提交香港仲裁公會通過網上仲裁解決的，視為同意按照本規則進行仲裁。各方當事人使用電子仲裁、在線仲裁、線上仲裁、互聯網仲裁等表述，在可推斷為有效選擇香港仲裁公會以網上仲裁作為爭議解決方式時，將視為同意按照本規則進行仲裁。
- 1.8 《香港仲裁公會規則》的規定與本規則不符或不一致的，以本規則的規定為準。本規則沒有規定的事項，則《香港仲裁公會規則》的規定適用。
- 1.9 本規則於 2025 年 2 月 1 日起生效。除非當事人另有約定，本規則適用於符合第 1.1 條的規定且在此日期或其後提交仲裁通知的所有仲裁。

## **第 2 條 — 通知和期限的計算**

- 2.1 在下述情況下，依本規則發出的任何書面通訊或仲裁文書，視為已送達當事人、仲裁庭或香港仲裁公會：

(a) 通過電子送達方式，包括但不限於電子郵件、手機短信、透過即時通訊方法傳送的電子訊息、仲裁庭聊天室的訊息、傳真、電子數據交換、網絡電子方式或其他能提供傳送記錄（包括傳送日期及時間）的電訊通訊方式，傳送至：

- (i) 在收件人參與香港仲裁公會網上仲裁程序時確認的收件人或其代表的電郵地址或流動通訊號碼（或等同的聯繫方式）（收件人確認的電子送達位址與(ii)和(iii)項提及的送達位址不一致的，以本條確認的電子送達位址為準）；。
- (ii) 若沒有(i)項所述，相關當事人之間適用的仲裁協議或任何協議或在申請訂立有關爭議相關合同的表格或在有關爭議相關合同交易網站註冊或交易時填寫或使用的電郵地址、流動通訊號碼、即時通訊方法或傳真號碼（或等同的聯繫方式）；或
- (iii) 若沒有(i)和(ii)項所述，在傳送時收件人對外使用的任何電郵地址、流動通訊號碼、即時通訊方法或傳真號碼（或等同的聯繫方式）；或

(b) 若沒有(a)項所述，專人、郵寄或快遞或按照線下相應仲裁規則的規定送交至：

(i) 在仲裁中書面或在網上仲裁平台告知的收件人或其代表的地址；或

(ii) 若沒有(i)項所述，相關當事人之間適用的仲裁協議或任何協議中列明的地址；或

(iii) 若沒有(i)或(ii)項所述，在送交時收件人對外使用的任何地址；或

(iv) 若沒有(i)、(ii)或(iii)項所述，收件人最後為人所知的任何地址；或

透過專人、郵寄、快遞或按照線下相應仲裁規則的規定向收件人送交通知，告知香港仲裁公會在網上仲裁程序時指定的收件人網上仲裁平台登入帳號及密碼。香港仲裁公會也可按照本規則第 1.5 條的規定，轉為線下辦理；或

(c) 若在收件人獲告知收件人的網上仲裁平台登入帳號及密碼後，上載至網上仲裁平台（包括但不限於仲裁庭聊天室的訊息）。

2.2 當事人在網上仲裁程序中變更電子送達地址、按本規則第 2.1(a) 條傳送、按本規則第 2.1(b) 條送交及按本規則第 2.1(c) 條上傳的任何通訊方法，應當及時通

知香港仲裁公會及其他當事人。未及時通知的，不論有關當事人是否在司法管轄權範圍內，此地址或通訊方式均被視為未被變更、有效和生效。

2.3 香港仲裁公會按照本規則第 2.1(a)、2.1 (b) 及 2.1 (c) 條的規定在向收件人傳送、送交及上傳的書面通訊及仲裁文件，以最早成功送達的日期為送達日期。

2.4 香港仲裁公會對應網上仲裁平台、香港仲裁公會的系統或其承認為有效的第三方平台系統顯示按上述 2.1(a) 條傳送或 2.1(c) 條上載成功的日期為送達日期。若按上述 2.1(b) 條送交，收件日期應按收件地的當地時間確定。若書面通訊或仲裁文件是向多於一個當事人或多於一位仲裁員送交或傳送，則應視為在按 2.1(a) 條傳送或按 2.1(b) 條送交至最後一名收件人時收到。

2.5 本規則中的期限，應自收到或視為收到書面通訊或仲裁文件之日起算。

2.6 任何按照本規則第 2.1(a)、2.1(b)及 2.1(c) 條的規定再向收件人傳送、送交及上傳的書面通訊及仲裁文件均為有效，除非爭議其有效性的當事人提出足以滿足仲裁庭及香港仲裁公會的證據證明有關的方法無效。為免生疑問，有關的傳送、送交及上載的有



效性，不受任何關於該等通訊方式不生效、沒有登入網上仲裁平台、未能通知某當事人或某當事人身處管轄範圍之外的爭議而受到妨礙。

### 第 3 條 — 規則的解釋

3.1 香港仲裁公會有權解釋本規則的所有規定和決定本規則所有條文的適用範圍。仲裁庭應就涉及本規則下仲裁庭的權力和職責的規定，予以解釋和決定本規則所有條文的適用範圍。解釋為最終決定，對當事人都具有約束力。如仲裁庭的解釋與香港仲裁公會的解釋不一致，應以香港仲裁公會的解釋為準。

3.2 香港仲裁公會和仲裁庭有權根據本規則作出決定。如仲裁庭的決定與香港仲裁公會的決定不一致，應以香港仲裁公會的決定為準。

3.3 香港仲裁公會和仲裁庭就按本規則進行的仲裁作出任何決定時沒有義務說明理由。香港仲裁公會或仲裁庭依本規則作出的任何決定都是終局的，且在任何適用法律允許的範圍內不得上訴。

3.4 本規則包括不時由香港仲裁公會修訂的及在仲裁通知書提交日有效的附錄。

- 3.5 香港仲裁公會可不時發佈實務指引，以補充、規範和施行本規則，促進對依本規則進行的仲裁的管理。本規則原以英文草擬。如中、英兩個版本不符或不一致，以英文本為準。

#### 第 4 條 — 定義

- 4.1. “仲裁” 指按照的香港仲裁公會網上仲裁規則進行的仲裁程序；
- 4.2 “仲裁文件” 指包括但不限於仲裁通知書、回應書、裁決、仲裁員的委任及與仲裁員的委任或仲裁員披露有關的文件、初步審查、陳詞、質詢、提問、申請、當事人在網上仲裁平台上載的文件及其他與仲裁有關的文件及資料的仲裁文件。
- 4.3 “仲裁庭” 指獲香港仲裁公會委任為仲裁員的人士；
- 4.4 “裁決” 指仲裁庭所作的裁決，為最終決定，對申請人及答辯人都具有約束力；
- 4.5 “核證聲明” 指由當事人核證的聲明，格式為 “本

人核證本陳述書所載詳情均屬真實及準確” ；

4.6 “申索” 指針對答辯人提出的申索；

4.7 “申請人 ” 指正在向或已向香港仲裁公會遞交仲裁通知書的人士或實體；

4.8 “仲裁庭聊天室” 指各當事人、仲裁庭及香港仲裁公會管理人因仲裁程序，包括但不限於進行初步審查、陳詞、質詢及提問，而有權登入的網上仲裁平台聊天室。

4.9 “法庭” 指香港特別行政區的法庭；

4.10 “聆訊” 指仲裁程序中，由仲裁庭擇定日子的聆訊；

4.11 “香港” 指香港特別行政區；

4.12 “即時通訊方式” 指即時通訊軟件或社交媒體，包括但不限於 WhatsApp、微信、Line、臉書、Instagram、Telegram。

4.13 “仲裁員名單” 指香港仲裁公會的仲裁員名單；

- 4.14 “仲裁通知書” 指由申請人向香港仲裁公會及答辯人提交要求展開仲裁程序的書面通知；
- 4.15 “網上” 指描述通過網上仲裁平台、電子郵件、手機短信、即時通訊程式或以即時通訊方式傳送的電子訊息作出的行為；
- 4.16 “網上仲裁平台” 指香港仲裁公會的網上仲裁平台，網址為: <http://www.hkarbsoc.org.hk/odr>；
- 4.17 “線下” 指描述非通過網上仲裁平台、電子郵件、手機短信、即時通訊程式或以即時通訊方式傳送的社交媒體電子訊息作出的行為；
- 4.18 “回應書” 指由答辯人向香港仲裁公會及申請人就仲裁通知書提交的書面回應；
- 4.19 “答辯人” 指申請人在仲裁通知書中所指明為答辯人的人士或實體；
- 4.20 “當事人” 指申請人及相關的答辯人；
- 4.21 “本規則” 指香港仲裁公會網上仲裁規則載列的條款及 / 或條件；

4.22 “書面” 指可有形地表現內容的形式，包括但不限於紙質形式、電子形式、信件、電報、電傳、傳真、電子資料交換、電子郵件、手機短訊、經即時通訊方式傳遞的電子訊息、仲裁庭聊天室的訊息及由或通過網上仲裁平台中的其他形式。

4.23 在文意許可的情況下，凡提述男性時，在意義上也包括女性，反之亦然。此外，在文意許可的情況下，凡提述單數時，在意義上也包括複數，反之亦然。

4.24 本規則中的“仲裁地”指 1985 年 6 月 21 日通過並於 2006 年 7 月 7 日修訂的《聯合國國際貿易法委員會國際商事仲裁示範法》第 20.1 條所指的仲裁地。

## 第 5 條 — 仲裁通知書

5.1 申請人應在網上仲裁平台上申請仲裁，並在網上仲裁平台上進行身份驗證。

5.2 申請人可向香港仲裁公會以書面形式發出仲裁通知書，以展開仲裁。

5.3 仲裁通知書須包括以下事項：

- (a) 把爭議提交仲裁的要求；
- (b) 當事人的姓名 / 名稱、地址、電話號碼及電郵地址；
- (c) 指明所援引的仲裁協議 (如適用)；
- (d) 由申請人簽署並夾附核證聲明支持申索的事實陳述書；
- (e) 申請人將用作佐證，亦與爭論點及仲裁結果直接有關的文件的副本；
- (f) 所尋求的濟助或補救；及
- (g) 對委任仲裁員的建議。

5.4 仲裁員的委任不會因任何有關仲裁通知書有欠完備的爭議而受到妨礙；有關爭議須由仲裁庭作最終決定。申請人須於收到香港仲裁公會要求糾正仲裁通知書裡任何不妥善之處 3 天內，糾正該等不妥善之處。

5.5 仲裁程序於香港仲裁公會送達仲裁通知書當日即被視作展開。

## 第 6 條 — 回應書

6.1 除非香港仲裁公會另有決定，否則答辯人須在仲裁通知書送達後 7 天內，在網上仲裁平台提交回應書，

並在網上仲裁平台上進行身份驗證。

6.2 回應書須包括以下事項：

- (a) 答辯人的姓名 / 名稱、地址、電話號碼及電郵地址；
- (b) 任何就仲裁通知書作出的答辯；
- (c) 由答辯人簽署並夾附核證聲明支持答辯的事實陳述書；
- (d) 申請人所提供而答辯人將用作佐證，亦與爭論點及仲裁結果直接有關的文件的副本；及
- (e) 對委任仲裁員的建議。

6.3 當香港仲裁公會接獲當事人的仲裁通知書及有關回應書時，在不違反本規則第 10.3 條規定的情況下，將根據本規則第 10 條規定委任一名仲裁員。該名仲裁員須解決任何有關於仲裁時所用語言及 / 或回應書有欠完備及 / 或回應書有不足之處所引起的任何糾紛或爭議(如有的話)。

6.4 仲裁員的委任不會因任何有關爭議答辯人未能就仲裁通知書提交回應書的爭議，或所提交的回應書有欠完備或遲交回應書而受到妨礙;有關爭議須由仲裁庭作最終決定。答辯人須於收到香港仲裁公會要求糾正回應書裡任何不妥善之處 3 天內，糾正該等不妥

善之處。

- 6.5 如果答辯人在沒有充份理由的情況下，在仲裁通知書送達後 7 天內未能向香港仲裁公會提交回應書，香港仲裁公會仍可進行仲裁，及仲裁庭可在按照已收到的資料和證據並在不進行聆訊的情況下作出裁決(除非香港仲裁公會認為有需要進行聆訊)。

## 第 7 條 — 資料和證據的提交

- 7.1 各方當事人應當通過網上仲裁平台或仲裁庭聊天室提交資料和證據。電子形式的證據可以直接提交。對非電子形式的證據，當事人應當轉換為電子形式後提交。經香港仲裁公會同意，對不能或不宜轉換為電子資料的相關證據可線下提交。香港仲裁公會可同時作出是否轉至線下仲裁的決定。

- 7.2 符合下列條件之一的電子形式的證據，視為已滿足法律或法則對正本形式的要求：

- (a) 能夠有效地表現所載內容並可供隨時查閱；
- (b) 經公證機構公證；
- (c) 經合法電子認證服務提供者認證；或
- (d) 其他能夠保證自形成時起，內容保持完整、



未被更改的電子形式的證據。但在電子形式的證據上增加背書及在資料交換、儲存和顯示過程中發生的形式變化，則不影響電子形式證據的完整性。

- 7.3 當事人提交的資料和證據，應當可以供香港仲裁公會及另一方當事人隨時查閱且可以由香港仲裁公會向另一方當事人轉發。各方當事人可以通過網上仲裁平台查看相關仲裁資料和證據。
- 7.4 若答辯人已提交回應書，各方當事人都可要求對方提交資料和證據。除非香港仲裁公會另決定，否則所有提交資料和證據的要求，必須在回應書提交之日起計 3 天內，通過網上仲裁平台聊天室提出。仲裁庭可以在進行初步審查時或在仲裁期間的任何階段考慮要求提交資料和證據。

## 第 8 條 — 初步審查

- 8.1 若仲裁庭認為有需要進行初步審查，仲裁庭須在回應書送達之日起計 7 天內或作出提交資料和證據的要求之日起計 4 天內或答辯人在沒有充份理由未能提交回應書的情況下在委任仲裁員之日起計 4 天內（以最後的日期為準），通過網上仲裁平台進行初步審

查，要求各方當事人向仲裁庭及另一方當事人提交仲裁庭認為會幫助他作出裁決的額外資料和證據，各方當事人須通過網上仲裁平台查看。除非仲裁庭認為有需要進行初步審查會議，否則初步審查將不會以會議形式進行。若仲裁庭認為有需要進行初步審查會議，仲裁庭有絕對酌情權決定初步審查會議以親身出席、視像會議、語音會議、電話、互聯網或其他電子或電腦通訊的方式進行。仲裁庭有權決定在初步審查會議（如有）以書面、錄音或錄像進行記錄。

- 8.2 除非仲裁庭另有決定或各方當事人同意，否則各方當事人必須在收到初步審查的要求之日起計 3 天內，通過網上仲裁平台提供初步審查要求的資料和證據。如果各方當事人在沒有充份理由的情況下，在初步審查的要求之日起計 3 天內未能向香港仲裁公會提供初步審查要求的資料陳述及文件和證據，仲裁庭仍可進行仲裁並作出裁決。除非仲裁庭另有命令，否則各方當事人在初步審查的要求之日起計 3 天後或初步審查期限屆滿起計 7 天後(兩者以日期較後者為準)，不得提交任何其他資料或證據。

## 第 9 條 — 仲裁協議及管轄權

- 9.1 各方當事人可以對仲裁協議的存在或效力，或香港仲裁公會的管轄權提出反對。當事人應當在仲裁通知書送達後 7 天內提出上述反對。另一方當事人可以收到上述反對之日起計 3 天內就上述反對提出回應。
- 9.2 依本規則第 9.1 條提出反對的一方當事人應繳付不予退還的港幣 25,000 元費用。如提出反對的當事人多於一人，除非當事人另有同意或香港仲裁公會另有決定，應由他們平均分擔。除非香港仲裁公會另有同意，否則當事人必須在遞交反對的同時支付費用的全數。
- 9.3 香港仲裁公會有權決定包含仲裁條款的合同是否存在或是否有效，或香港仲裁公會是否具有管轄權的決定。就本規則第 9 條而言，合同中約定依本規則仲裁的仲裁條款，應視為獨立于合同其他條款。香港仲裁公會認定合同無效，並不必然導致仲裁條款無效。
- 9.4 香港仲裁公會可以直接作出仲裁協議是否存在或有效，或香港仲裁公會是否具有管轄權的決定，也可以授權仲裁庭作出上述決定。

- 9.5 在對仲裁協議的存在及效力和管轄權的反對作出決定前，仲裁程序可以繼續進行。
- 9.6 香港仲裁公會在對仲裁協議的存在及效力和管轄權的反對作出的決定，對當事人的申辯可否接受或實體上能否成立均無影響。

## 第 10 條 — 委任仲裁員

- 10.1 若答辯人已提交回應書，申請人及答辯人可協議從仲裁員名單中委任仲裁員。如當事人未能在回應書提交後 2 天內就委任仲裁員達成協議，香港仲裁公會將有絕對酌情權去委任仲裁員，若答辯人在沒有充分理由的情況下未能提交回應書，除非香港仲裁公會另有決定，否則香港仲裁公會將委任申請人在仲裁通知中建議的仲裁員。仲裁員應在收到香港仲裁公會的委任一日內接受委任。若仲裁員在收到香港仲裁公會委任通知一日內拒絕或未有接受委任，則香港仲裁公會將有絕對酌情權委任另一名仲裁員。
- 10.2 所有仲裁員的委任，不論是各方當事人同意或由申請人建議的，均須經香港仲裁公會確認生效。各方當事人將從網上仲裁平台獲悉仲裁員的委任。

- 10.3 除非各方當事人同意或香港仲裁公會另有決定，仲裁員人數為一名。

## 第 11 條 — 仲裁員須披露的事宜

- 11.1 根據本規則委任的仲裁員，執行仲裁職務時必須秉持持平及獨立的原則。

- 11.2 香港仲裁公會在委任仲裁員之前，會把爭議性質及當事人的身分通知準仲裁員。每名準仲裁員都必須盡合理的努力了解及向香港仲裁公會披露是否有任何情況可能妨礙他在仲裁程序中作出客觀公正的決定。有關情況包括但不限於：

- (a) 仲裁結果涉及任何直接或間接的財政或個人利益；
- (b) 準仲裁員與任何一方當事人或他所知悉可能在仲裁程序中的證人及/或專家之間，現時或過往在財政、業務、專業、親屬、或親密且持續的個人關係或情況，可能會令他難以公正持平地進行仲裁，或有合理可能造成看來不公正或存有偏見的情況；或
- (c) 該等關係或情況涉及準仲裁員的家屬或他現時的僱主、合伙人或在業務上有聯繫的人。

11.3 本規則第 11.2 條訂明，仲裁員有責任披露可能妨礙他作出客觀公平的決定的利益、關係或情況，這項披露責任是須持續履行的責任，仲裁員不論在有關程序的任何階段，如發生、記起或發現任何該等利益、關係或情況，都必須予以披露。

11.4 準仲裁員及 / 或仲裁員根據本規則第 11.2 及 11.3 條向香港仲裁公會披露的資料，香港仲裁公會會通知當事人，除非準仲裁員拒絕接受委任，或仲裁員自願退出仲裁，又或香港仲裁公會把仲裁員撤換，則作別論。

11.5 在不違反本規則第 11.2 及 11.3 條規定的情況下，仲裁員須在接受委任時，以書面確認就他獲委任為處理爭議的仲裁員一事上，並沒有任何利益衝突。

## **第 12 條 — 對仲裁員的質疑及撤換**

12.1 如仲裁員有利益衝突或存有偏見，香港仲裁公會可應當事人的要求或主動撤換仲裁員。

12.2 如對仲裁員有質疑，不論是指稱仲裁員欠缺公正性或獨立性或其他原因，都必須向香港仲裁公會提供

書面陳述有關質疑的具體事實及情況，交由香港仲裁公會作出判斷。

12.3 依本規則第 12.2 條提交書面陳述的一方當事人應繳付不予退還的港幣\$25,000 元費用。如提出書面陳述的當事人多於一人，除非當事人另有同意或香港仲裁公會另有決定，費用應由他們平均分擔。除非香港仲裁公會另作同意，否則當事人必須在遞交書面陳述的同時支付費用的全數。

12.4 質疑仲裁員的一方，必須在收到確認仲裁員的通知後 3 日內，或在仲裁員透露引起質疑的事實及情況後 3 日內，或在該當事人一方在獲悉引起質疑的情況後 3 日內（視屬何情況決定），向香港仲裁公會提交質疑通知，有關對仲裁員的質疑方會被接納。如果香港仲裁公會在上述期限內沒有收到對仲裁員任命的質疑，則各方被視為接受仲裁員的任命，而仲裁員不存在利益衝突或偏見或欠缺公正性或獨立性。

12.5 香港仲裁公會有絕對酌情權去決定質疑通知的接納性，並根據需要在同一時間考慮質疑的理據。如根據當事人提出要求時所知的資料，可合理地推斷仲裁員存有偏見，欠缺公正性，或其因仲裁結果可獲直接或間接的利益，香港仲裁公會應授予當事人的要求，撤換仲裁員。有關利益衝突或存有偏見的情

況必須具體明確及可合理地驗證，而非牽強附會或純屬臆測。

12.6 香港仲裁公會在主動撤換仲裁員之前，須先以書面通知當事人。

### **第 13 條 — 仲裁的進行**

13.1 經與當事人商議，仲裁庭可委任秘書或助理仲裁員。秘書或助理仲裁員應時刻保持公正及獨立于當事人，並應在委任前披露任何可能導致對其公正性和獨立性產生合理懷疑的情況。在委任後及在整個仲裁過程中，秘書或助理仲裁員應立即向當事人披露這類情況，除非其已告知當事人。

13.2 仲裁庭和當事人應盡一切可能，以確保仲裁得以公平和有效率地進行。

13.3 對於本規則未明確規定的事項，香港仲裁公會、仲裁庭及當事人應按本規則的精神行事。

13.4 仲裁庭應盡合理努力確保裁決有效。

13.5 不論情況如何，仲裁庭都必須確保對各方當事人一



視同仁，給予各方當事人公平機會陳述理據、提出理由和提供證據。

13.6 仲裁庭或香港仲裁公會可在仲裁開始後任何時間，要求當事人進行身份驗證及提供代表的授權證明。

13.7 除非各方當事人同意或香港仲裁公會或仲裁庭基於案件情況的公平需要另有決定，各方當事人不得委派法律代表代替其在仲裁中行事。

## **第 14 條 — 仲裁地**

14.1 當事人可約定仲裁地。若未有約定，仲裁地則為香港，除非仲裁庭基於案件情況認為另一仲裁地更為合適。

## **第 15 條 — 仲裁程序**

15.1 本規則進行的仲裁程序，應在網上仲裁平台中進行。需要線下程序予以輔助或補充的，可線下完成。

15.2 各方當事人訂立仲裁協議按照本規則進行仲裁或約

定將爭議提交香港仲裁公會通過網上仲裁解決的，視為具備按照本規則進行網上仲裁所必須的能力和設備條件（包括但不限於使用網上仲裁平台、收發電子郵件、使用流動通信裝置、參加網路視像及語音會議或聆訊）。

15.3 各方當事人及仲裁庭在網上仲裁程序中使用網上仲裁平台或按照本規則需要簽名確認的，可採用電子簽名，其應為有效，並與手寫簽名或者蓋章具有同等的法律效力。

15.4 在仲裁進行中的任何時間內，仲裁庭可隨時允許或要求當事人在仲裁庭命令的時間內提交仲裁庭認為與仲裁相關並對仲裁結果有重要影響的文件或其他證據。仲裁庭有權接納或拒絕接納任何文件或其他證據。

15.5 各方當事人須各自為支持己方的申索或回應書的事實承擔舉證責任。

15.6 仲裁庭應決定證據的可接納性、相關性、重要性及有關證據的分量，包括決定每個個案是否採用嚴格的證據法規則和舉證標準。

15.7 經與當事人商議，仲裁庭可以指定一名或數名專

家。仲裁庭有絕對酌情權要求各方當事人負責仲裁庭指派的專家的費用。仲裁庭可私下會見其指派的專家。專家應就仲裁庭所需決定的特定問題，向仲裁庭作出書面報告。各方當事人應向專家提供其所要求的任何相關資料，或提供其所要求的任何相關文件、物品或物業供其檢驗。

15.8 除非當事人另有同意或香港仲裁公會另有決定，仲裁將會以“只審理文件”的方式進行，不會進行聆訊。

15.9 各方當事人的陳詞（如有）必須在提交資料或證據期限屆滿起計 4 天內通過網上仲裁平台作出。

15.10 一方當事人可提交資料或證據期限屆滿起計 4 天內通過網上仲裁平台對另一方當事人提交的資料或證據予以質詢。

15.11 仲裁庭可通過網上仲裁平台向當事人作出查問，當事人可通過網上仲裁平台作出回答或說明，若當事人未能回答或說明，香港仲裁公會仍可進行仲裁。

15.12 若香港仲裁公會認為有需要進行聆訊，香港仲裁公會有絕對酌情權決定聆訊以親身出席、視像會議、語音會議、電話、互聯網或其他電子或電腦通訊的

方式進行。仲裁庭有權以書面、錄音及 / 或錄像記錄聆訊（如有）。

15.13 如基於案件情況需要，仲裁庭可命令為聆訊中（如有）的口頭陳述提供翻譯和製作聆訊記錄（如有）。

15.14 除各方當事人及香港仲裁公會另作同意外，聆訊（如有）不公開進行。

15.15 仲裁庭可行使絕對酌情權，要求任何一方當事人在聆訊中（如有）提交更多資料或證據。

15.16 在不損害上述規定及基於仲裁的情況下，仲裁庭擁有權力及 / 或權限去：

- (a) 作出任何濟助或補救（不論這些濟助或補救於仲裁文件或仲裁聊天室作出）；
- (b) 進行仲裁庭認為必要或適宜的查問；
- (c) 命令當事人提供任何財產或物件，以供仲裁庭在當事人面前檢查；
- (d) 命令當事人向仲裁庭及另一方當事人提交及提供由他管有、保管或控制的任何文件或任何種類的文件，以供檢查；除非有關當事人令香港仲裁公會信納：

- (i) 提供資料會違反法院命令；或
- (ii) 提供資料會違反對第三方的保密責任，而即使他盡其合理的努力，也無法取得第三方同意披露所需資料；或
- (iii) 提供資料會妨礙警方、監管機構或執法機關正在進行的調查，而即使他盡其合理的努力，也無法取得披露所需資料的同意；或
- (iv) 資料不存在或不再存在，或並非由他合理管有或控制；或
- (v) 資料與爭議無關。

儘管以上所述，本規則內任何條文均不妨礙任何一方當事人享有“免使自己入罪的特利”或“法律專業保密權”的權利；

- (e) 接納並考慮任何仲裁庭認為相關的書面或口頭證據，而無須受證據法規則限制；
- (f) 即使任何一方當事人未能或拒絕遵守本規則或仲裁庭的書面命令或書面指示，或未能或拒絕行使陳述理據的權利，仲裁庭仍可進行仲裁並作出裁決；及 / 或
- (g) 發出仲裁庭認為有需要的其他指示。

15.17 在仲裁程序的任何階段，如仲裁庭察覺並認為把有關爭議交由法院處理更為適當，仲裁庭便可終止有關仲裁。

- 15.18 在仲裁程序的任何階段，除非香港仲裁公會另有決定，否則仲裁庭有權力去延長本規則所定立的期限。
- 15.19 仲裁庭有權允許額外當事人加入仲裁，前提是該額外當事人表面上須受本規則下的仲裁協議所約束而導致仲裁。若爭議涉及多過兩方的當事人，香港仲裁公會將有權因應案件的情況修訂本規則。
- 15.20 當事人可約定仲裁實體爭議的管轄法律。若未有約定，仲裁實體爭議的管轄法律則為香港法，除非仲裁庭基於案件情況認為另一管轄法律更為合適。
- 15.21 除非各方當事人同意或香港仲裁公會另有決定，仲裁程序應以仲裁通知書所用的語言進行。答辯人可以對仲裁程序所用的語言提出反對，並應當在仲裁通知書送達後 7 天內提出上述反對。香港仲裁公會有絕對酌情權就仲裁程序所用的語言作出最終決定。
- 15.22 除按香港仲裁公會的《香港仲裁公會規則》第 19.3 條提交申請的一方當事人應繳付的費用修訂為港幣 25,000 元外，在仲裁庭組成前，當事人可按香港仲裁公會的《香港仲裁公會規則》第 19 條及附表 2 申請緊急性的臨時或保全性救濟（“緊急救濟”）。

經任何一方當事人申請，仲裁庭可就其認為必要或適當的臨時措施發出命令。

## **第 16 條 — 當事人與仲裁庭之間的通訊**

16.1 除非當事人另有同意或香港仲裁公會或仲裁庭另有決定，當事人不得直接與仲裁庭通訊。

16.2 任何一方當事人與仲裁庭之間的所有通訊，必須透過網上仲裁平台進行，並應使用仲裁所用的語言。

## **第 17 條 — 裁決**

17.1 除非仲裁庭獲得香港仲裁公會或當事人同意，仲裁庭須在各方當事人提交陳詞期限屆滿起計或聆訊日期（如有）（兩者以日期較後者為準）7 天內作出裁決。

17.2 除非當事人另有同意，否則裁決應以書面形式作出，並對當事人和通過當事人或在當事人名下提出申索者為最終決定及具有約束力。只要可以有效放棄，當事人和上述的申索者應視為放棄就裁決的執行和履行要求任何救濟或提出任何異議的權利。

- 17.3 當事人承諾不遲延地履行仲裁庭作出的任何裁決或命令。
- 17.4 除非當事人另有同意或香港仲裁公會另有決定無須說明理由，否則裁決應簡明地說明其所依據的理由(可以以簡易形式作出)。
- 17.5 裁決應由仲裁庭電子簽署，及由香港仲裁公會加蓋電子印章，並與手寫簽名及蓋章具有同等的法律效力。裁決應載明作出裁決的日期和依本規則第 14 條而確定的仲裁地。裁決應視為在仲裁地作出。
- 17.6 任何因仲裁庭沒有於裁決簽署而引起的爭議將不會阻礙裁決的有效性或可執行性。
- 17.7 任何因沒有符合本規定的時間限制而引起的爭議將不會阻礙裁決的有效性或可執行性。
- 17.8 裁決的有效性或可執行性不會因沒有按照本規則的規定行事而被阻礙。仲裁庭可在收到香港仲裁公會或當事人的要求後 7 日內更正任何不符合本規定的地方。
- 17.9 除根據當事人依本規則應向香港仲裁公會支付費用



的留置權外，仲裁庭應將裁決通過網上仲裁平台送交香港仲裁公會。

17.10 裁決依本規則第 2 條送達或傳達至當事人或在網路仲裁平台上載即視為送達。當事人需要紙質文書的，應當向香港仲裁公會提出申請。

17.11 除非各方當事人同意或香港仲裁公會另有決定，裁決以仲裁程序所用的語言發佈。香港仲裁公會有絕對酌情權就裁決所用的語言作出最終決定。

## **第 18 條 — 因和解或其他原因終止仲裁**

18.1 若在裁決作出前，當事人和解了結爭議，仲裁庭應發出終止仲裁的命令；或者，經各方當事人申請和仲裁庭認可，以裁決方式紀錄當事人同意的和解條款。在這類裁決中，仲裁庭無須說明理由。

18.2 若在裁決作出前，因本規則第 18.1 條以外的任何原因，不再需要或不再可能繼續仲裁，仲裁庭應發出終止仲裁的命令。當事人應有合理的機會就建議的步驟發表意見。除非當事人有合理的機會就此提出合理的反對意見，仲裁庭應發出此項命令。

18.3 仲裁庭應將已簽署的終止仲裁的命令或載有當事人同意條款的裁決通過網上仲裁平台通知香港仲裁公會和當事人。若作出的是載有和解條款的裁決，本規則第 17.2、17.3、17.5、17.6、17.7、17.8 和 17.9 條則適用。

## 第 19 條 — 更正裁決

19.1 在接獲裁決後 3 天內，任何一方當事人都可向香港仲裁公會及另一方當事人通過網上仲裁平台發出通知，要求仲裁庭更正裁決內任何計算上、文書上或排印上的錯誤，或任何類似性質的錯誤。另一方當事人可在 3 天內就此提出意見。

19.2 仲裁庭可在接獲更正要求後 7 天內作出任何其認為適當的更正。如有需要，仲裁庭可延長此期限。

19.3 仲裁庭可在裁決作出後 7 天內主動更正裁決。如有需要，仲裁庭可延長此期限。

19.4 若出現下列情況，而有需要或有相應更正，仲裁庭有權作出進一步更正：

(a) 依本規則第 20 條作出了對裁決任何一點或一

部分的解釋；

或

(b) 依本規則第 21 條作出了補充裁決。

19.5 更正應用書面形式作出，而當作出更正時，本規則第 17.2、17.3、17.5、17.6、17.7、17.8 和 17.9 條的規定均適用。

## 第 20 條 — 裁決的解釋

20.1 在接獲裁決後 3 天內，任何一方當事人都可向香港仲裁公會及另一方當事人通過網上仲裁平台發出通知，要求仲裁庭對裁決作出解釋。另一方當事人可在 3 天內就此提出意見。

20.2 仲裁庭應在接獲解釋裁決的要求後 7 天內，以書面形式作出其認為適當的解釋。如有需要，仲裁庭可延長此期限。

20.3 若因(a)依本規則第 19 條更正了裁決中的錯誤，或(b)依本規則第 21 條作出了補充裁決，而有必要解釋裁決，仲裁庭有權進一步解釋裁決。

20.4 解釋應以書面形式作出，而依本規則第 20 條作出的

解釋構成裁決的一部分。

- 20.5 當對仲裁裁決作出解釋時，本規則第 17.2、17.3、17.5、17.6、17.7、17.8 和 17.9 條的規定均適用。

## 第 21 條 — 補充裁決

- 21.1 在接獲裁決 3 天內，經通知另一方及香港仲裁公會，任何一方當事人均可通過網上仲裁平台要求仲裁庭作出有關在仲裁過程中已提出而裁決中遺漏的申索的補充裁決。另一方當事人可在 3 天內就此提出意見。

- 21.2 若仲裁庭認為補充裁決的要求合理，則應在接獲要求後 7 天內作出補充裁決。如有需要，仲裁庭可延長此期限。

- 21.3 仲裁庭可在裁決作出後 7 天內主動作出補充裁決。如有需要，仲裁庭可延長此期限。

- 21.4 若出現下列情況，而有需要或有相應補充，仲裁庭有權作出進一步補充裁決：

- (a) 依本規則第 19 條更正了裁決中的錯誤，或

(b) 依本規則第 20 條作出了對裁決任何一點或一部分的解釋。

21.5 當補充裁決作出時，本規則第 17.2、17.3、17.5、17.6、17.7、17.8 和 17.9 條的規定均適用。

## 第 22 條 — 保密

22.1 除非仲裁庭、香港仲裁公會及當事人書面同意或因司法程序或其他根據各方當事人正常業務的法律要求下公開，否則當事人及仲裁庭不得向當事人及其代表、仲裁庭、香港仲裁公會及進行仲裁程序所必須的任何人士以外之人士，披露、轉交、提出或以其他方式使用因(a) 根據仲裁協議的仲裁，或(b) 仲裁作出的裁決而取得或披露的任何狀書、陳詞、文件、通訊、意見、提議、建議、要約、承認的事情或其他獲得或披露的資料。曾經進行、繼續進行或已結束仲裁一事，則無須視為機密。

22.2 除非(a) 仲裁庭、香港仲裁公會及當事人書面同意，或(b) 當事人的身分或可辨認的資料已被隱藏及獲得香港仲裁公會同意，任何人都不得將裁決、決定或判決公開或使其被公開。

## 第 23 條 — 免除法律責任

23.1 香港仲裁公會、其指定去施行本規則訂明職責的組織或個人、律師、法律顧問、管理人以及香港仲裁公會的職員、仲裁員、仲裁庭所委任的秘書及助理仲裁員，均不就依本規則進行的仲裁中的任何作為或不作為承擔任何責任，除非是不誠實的作為或不作為。

23.2 如因根據本規則進行仲裁而招致任何法律責任，而該等責任涉及與此有關連或因此而引起或在任何方面與此有關的作為或不作為，則不論是否涉及疏忽，各方當事人均共同及個別地免卻和解除香港仲裁公會、其律師、法律顧問、管理人、職員和代表及仲裁員及仲裁庭的秘書及助理仲裁員該等責任，並對他們作出彌償，除非是欺詐或不誠實的作為或遺漏。

23.3 裁決一旦作出，且依本規則第 19 至 21 條更正、解釋或補充裁決的期限已過或者已全部完成，香港仲裁公會、仲裁員、仲裁庭的秘書或助理仲裁員，均無義務向任何人，就仲裁的任何事項作任何說明。當事人也不得要求任何上述人士在仲裁引起或與仲

裁相關的任何法律或其他程序中作證人。

23.4 香港仲裁公會為各當事人、仲裁庭和香港仲裁公會之間仲裁程序中的資料的線上傳輸提供安全保障。對因電腦病毒、駭客攻擊、網路故障等不可抗力，造成的資料遺失，香港仲裁公會不承擔責任。

23.5 香港仲裁公會採取為仲裁程序中的資料加密的形式為資料保密。對因電腦病毒、駭客攻擊、網路故障等不可抗力，造成收件人以外的他人獲悉有關資訊的，香港仲裁公會不承擔責任。

23.6 香港仲裁公會就涉及本規則下的權力，可以在香港仲裁公會內部逐級授權或授權仲裁庭，經授權後，被授權方擁有與授權方相同的權力，且被授權方所作出的決定視為由授權方親自作出。

## 第 24 條 — 上訴

24.1 《仲裁條例》(第 609 章) 附表 2 第 2、3、4、5、6 及 7 條均不適用。

24.2 在不違反本規則第 24.1 條規定的情況下，就裁決提出上訴、提出將裁決作廢、對裁決提出異議或反對

執行裁決，上訴一方同意追討因上訴而招致、引起、產生、有關及 / 或導致的訟費，上限為當事人須支付仲裁費的等同金額。

## **第 25 條 — 仲裁程序終結**

25.1 若仲裁庭確信當事人已有合理機會陳述其案，應在各方當事人提交陳詞期限屆滿或聆訊日期（如有）（兩者以日期較後者為準）後，仲裁程序視為結束。此後，當事人不得再提出任何陳述、質詢、資料或證據，除非仲裁庭依本規則第 25.2 條重新開始仲裁程序。

25.2 若認為因特殊情況而有必要，仲裁庭可在作出裁決前的任何時候，主動或依一方當事人申請，重新開始仲裁程序。

## **第 26 條 — 仲裁費**

26.1 除非香港仲裁公會另有同意，在不違反本規則第 26.8 條規定的情況下，否則當事人須向香港仲裁公會認可的仲裁服務提供機構（香港仲裁公會有絕對酌情權作出最終決定）繳交附表所載的仲裁費。



- 26.2 所有仲裁費應以港幣繳付，在不違反本規則第 26.4 條及第 26.5 條規定的情況下，所有仲裁費用一經向香港仲裁公會繳付將不被退還。
- 26.3 除非香港仲裁公會另有同意，否則申請人必須在遞交仲裁通知書的同時支付仲裁費的全數及答辯人必須在遞交回應書的同時支付仲裁費的全數。
- 26.4 仲裁庭作出裁決時有絕對酌情權作出最終決定那一方當事人須支付全部或部分仲裁費。若各方當事人已繳付仲裁費的全數，仲裁庭裁定無須支付全部或部分仲裁費的一方將在裁決作出後 14 日內收到該方當事人已繳付的仲裁費。
- 26.5 除非香港仲裁公會另有決定，若在申請人遞交仲裁通知書後 7 日內及答辯人遞交回應書前，各方當事人和解了結爭議，而各方當事人不會向仲裁庭申請以裁決方式紀錄當事人同意的和解條款，申請人將收到申請人已繳付的仲裁費。除非香港仲裁公會另有決定，若在申請人遞交仲裁通知書 7 日後或答辯人遞交回應書後，各方當事人和解了結爭議，仲裁費將需要支付，各方當事人並須同意那一方當事人須支付仲裁費，若各方當事人已繳付仲裁費的全數，各方當事人同意無須支付仲裁費的一方將予退還該方

當事人已繳付的仲裁費。

26.6 香港仲裁公會可決定及提供場地進行聆訊（如有）。如香港仲裁公會可提供的房間已被全數佔用或因其他原因而不能提供，當事人有可能須承擔進行聆訊（如有）所需場地的開支。

26.7 除非香港仲裁公會另有決定，利息索償不被計算在爭議金額內。但若果利息索償的金額多於原本索償的本金金額，利息索償將單獨地被計算為爭議金額。

26.8 若爭議涉及：(a) 多過一份合同或協議；或(b) 多過兩方當事人；或(c) 反申索；或(d) 仲裁員人數更改為多於一名；或(e) 爭議金額或濟助或補償是未經算定或爭議金額是超過港幣\$10,000,000，香港仲裁公會將因應情況決定仲裁費。任何額外的仲裁費用應由香港仲裁公會決定後 7 天內支付。

26.9 若根據本規則第 15.12 條，當事人同意或香港仲裁公會決定進行聆訊，香港仲裁公會將因應情況決定額外仲裁費。除非香港仲裁公會另有同意，否則當事人必須在聆訊前 3 日繳交額外仲裁費。

26.10 港幣以外的貨幣，應按提交仲裁通知書或任何新的

申索時，以香港上海滙豐銀行公佈的匯率折算成港幣。

26.11 香港仲裁公會將定期檢討其收費結構及有權修改其收費結構而不會另行通知。

## **第 27 條 — 本規則涵蓋範圍以外的事宜**

27.1 有關本規則涵蓋範圍以外的事宜，仲裁庭和/或香港仲裁公會可採取他認為適當及可以迅速及快捷地解決爭議的措施。

## **第 28 條 — 棄權**

28.1 若當事人知道或理應知道任何未按本規則（包括一個或多個仲裁協議）的規定或其引發的要求行事，但仍繼續仲裁而未立即提出反對的，應視為已放棄提出反對的權利。

此中文規則為英文版本譯本，如中、英文兩個版本不符或不一致，以英文本為準。

## 附表

1. 爭議金額為港幣\$1,000 或以下，收費(包括行政費及仲裁員之費用)為港幣\$100(根據本規則第 26 條規定由爭議各方支付)。
2. 爭議金額相等於或介乎港幣\$1,001 及港幣\$2,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$200(根據本規則第 26 條規定由爭議各方支付)。
3. 爭議金額相等於或介乎港幣\$2,001 及港幣\$5,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$500(根據本規則第 26 條規定由爭議各方支付)。
4. 爭議金額相等於或介乎港幣\$5,001 及港幣\$10,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$1,000(根據本規則第 26 條規定由爭議各方支付)。
5. 爭議金額相等於或介乎港幣\$10,001 及港幣\$15,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$1,500(根據本規則第 26 條規定由爭議各方支付)。
6. 爭議金額相等於或介乎港幣\$15,001 及港幣\$20,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$2,000(根據本規則第 26 條規定由爭議各方支付)。

7. 爭議金額相等於或介乎港幣\$20,001 及港幣\$50,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$2,500(根據本規則第 26 條規定由爭議各方支付)。
8. 爭議金額相等於或介乎港幣\$50,001 及港幣\$100,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$5,000(根據本規則第 26 條規定由爭議各方支付)。
9. 爭議金額相等於或介乎港幣\$100,001 及港幣\$150,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$7,500(根據本規則第 26 條規定由爭議各方支付)。
10. 爭議金額相等於或介乎港幣\$150,001 及港幣\$250,000 之間，收費(包括行政費及仲裁員之費用)為港幣\$12,500(根據本規則第 26 條規定由爭議各方支付)。
11. 爭議金額超過港幣\$250,000，在不違反本規則第 26.8 條規定的情況下，收費(包括行政費及仲裁員之費用)為港幣\$25,000(根據本規則第 26 條規定由爭議各方支付)。