

THE LONDON RULES

Introductory Note

1. Experience has shown that the speed and-precision of London arbitrations between shipowners and charterers, the number and importance of which continue to increase, have suffered from the virtual absence of any procedural rules. It was felt that, while the friendly-informality of maritime arbitrations should be safeguarded, the lack of rules - and indeed the lack of the express right to disregard some of the formalities which the law might otherwise be invoked to impose - was a defect which could lead to delays and uncertainty. It was a notable fact that while many trade and commodity organisations had their own, and often detailed, regulations governing their arbitration procedure, shipowners and charterers in the resolution of their disputes had nothing comparable on which to rely. An enquiry was therefore undertaken to find out the views of the maximum practicable cross section of charterers, shippers and shipowners; the enquiry produced a substantial body of clear and informed opinion. The regulations which are set out in this booklet have been based on such of those views as commanded majority support, and are designed to give the maximum assistance both to the parties to a maritime arbitration and to the arbitrators of their choice. A few of the salient points are mentioned below.

2. Under the new procedure an Umpire will always be appointed /unless the Council accedes to a request that the arbitration shall be before a sole arbitrator/ at an early stage. The purpose is to prevent the delays inherent in the present loose procedure; it is obvious that not every Respondent is anxious for a quick award. It should be noted that the appointment of the Umpire is no bar to a joint award of the two arbitrators, and that the appointment of an Umpire need occasion only minimal extra expense. English law provides that where a "third arbitrator" is appointed by the other two, he ranks as an Umpire, not as an arbitrator; but the reference remains a reference to the two arbitrators unless they disagree. Upon their disagreement the Umpire takes charge.

3. Three weeks' notice must be given by the arbitrators to the parties before they issue a joint award. The object is to prevent any injustice arising from surprise or misunderstanding.

4. Inspection by one side-of the other side's documents is available /a/ on request and /b/ in London.

LONDONSKA PRAVILA

Uvodne primjedbe

1. Iskustvo je pokazalo da je brzina i preciznost Londonske arbitraže izmedju brodovlasnika i čarterera, kojih je broj i važnost u stalnom porastu, trpjela od potpune praktične odsutnosti bilo kakovih pravilnih pravila. Osjećalo se dok treba sačuvati prijateljsku neformalnost pomorskih arbitraža, da pomanjkanje pravila - u stvari pomanjkanje izričitoga prava da se zanemare neke formalnosti koje bi se inače moglo pozivom na zakon nametnuti - da predstavlja nedostatak koji bi mogao voditi zatezanju i nejasnosti. Bilo je upadljivo da mnoge trgovачke organizacije imaju svoje vlastite, često detaljne propise koji reguliraju svoju arbitražnu proceduru, a brodovlasnici i čartereri nisu imali ništa sličnoga na što bi se mogli osloniti u rješavanju svojih sporova. Stoga je bila izvršena anketa sa svrhom da se dozna stav najvećeg mogućeg prosjeka čarterera, kreatelja i brodovlasnika; anketa je dala priličan broj jasnih i stručnih mišljenja. Pravila koja su iznesena u ovoj knjižici osnovane su na onim pogledima koji su imali većinsku podršku, te su tako formulirana da daju najveću pomoć kako strankama u pomorskoj arbitraži tako i od njih izabranim arbitrima. Nekoliko važnih istaknutijih momenata niže se navodi.

2. Po novim pravilima, uvjek će biti imenovan nadarbitar /Umpire/ /osim ako Council prihvati zahtjev da se arbitraža vrši pred jednim arbitrom/ i to u početnom stadiju. Svrha je toga da se spriječe zakašnjenja koja su svojstvena sadanjoj neodredjenoj proceduri; poznato je da ne teži svaka tužena stranka za brzom odlukom. Treba međutim zapaziti da imenovanje nadarbitra nije smetnja za donošenje zajedničke arbitražne presude dvojice arbitara, te da imenovanje nadarbitra iziskuje samo minimalne izvanredne izdatke. Engleski zakon predviđa gdje je jedan "treći arbitar" imenovan od strane druge dvojice da on ima položaj nadarbitra a ne arbitra; ali nadležnost za odlučivanje o sporu ostaje na dvojici arbitara, osim ako se oni ne slče. U slučaju njihovog neslaganja, prelazi dužnost na nadarbitra.

3. Arbitri su dužni dati strankama najsvu tri tjedna prije nego što donesu zajedničku arbitražnu presudu. Tome je svrha da se spriječi bilo kakova nepravda koja bi mogla nastati radi iznenadjenja ili nesporazuma.

4. Pregled dokumenata jedne stranke od strane druge stranke moguć je /a/ na zahtjev i /b/ u Londonu.

5. Written statements, in-however informal a shape, outlining the claim, defence or counterclaim, are obligatory, in the absence of agreement to the contrary between the parties. The appointed time limits are short; but they are of course capable of extension by agreement-or by application. The sole purpose of these "pleadings" is to define the dispute. /There have been cases in the past in which it was not clear that all the issues had been considered by the tribunal/. Where the parties have /by time limit imposed by such a clause as, for instance, the Centrocon arbitration clause/ been compelled to start the arbitration but are still in negotiation, the mere definition of the dispute /which in any event the Centrocon clause imposes on a claimant or counter-claimant/ does not necessitate its further submission to the arbitration tribunal.

6. On the other hand, if serious default is made by a party in pleading, giving discovery of his documents, or in other interlocutory matter, the tribunal /subject, on appeal, to the Council/ may direct that a claim be struck out or an award made in default of defence; or other default procedure may be ordered and applied in a manner similar to that practised by the Court.

7. Any party who does not reside in England and who desires to be sure of the receipt of notices must give to the Council an address in England.

8. The Council has a general control over the procedure /though not of course over the award/ in any arbitration conducted in accordance with the regulations, and will, on application, give direction as to its conduct. This provision is principally designed to simplify unusual situations, for instance a tri-partite arbitration, or two arbitrations heard concurrently or consecutively.

9. It may not be too much to hope that new statutory provisions, possibly in the form of a schedule of regulations /which can be adopted or rejected in the same manner as Table A of the Companies Act 1948/ may be devised and enacted on the lines of the regulations appended, as they may have been modified in the light of experience of their working. This, obviously, will have many advantages. But unless and until some kind of legislation can be obtained, the administration of the regulations for the benefit of those who desire to make use of them must be entrusted to a competent body. In the rules that body has been referred to as "the Council".

10. These notes are intended as no more than a general description of the main features of the procedure. It

5. Obavezni su, osim ako su se stranke sporazumjeli o protivnom, pismeni podnesci, ma u neformalnom obliku, u kojima su naznačeni zahtjev, prigovori ili protuzahajev. Određeni rokovi su kratki; ali mogu biti produženi sporazumno ili po prijedlogu. Jedina svrha ovih "podnesaka" je da se definira predmet spora. /Bilo je u prošlosti slučaja kod kojih nije bilo jasno da li su sva sporna pitanja bila ocijenjena od strane suda/. Tamo gdje su stranke obvezane /prema rokovima odredjenima u klauzulama kao što je na primjer CENTROCON arbitražna klauzula/ da pokrenu arbitražu iako još uvijek pregovaraju, samc definiranje spora /koje CENTROCON klauzula u svakom slučaju nameće stranci ili protustranci/ ne obavezuje ih na daljnje podvrgavanje spora arbitražnom sudu.

6. S druge strane ako stranka učini ozbiljan propust u toku zastupanja, izlaganja svojih dokumenata ili u drugom incidentalnom predmetu, sud /uz pravo žalbe na Council/ može odrediti da se zahtjev briše iz evidencije ili da se doneše odluka iz ogluhe; odnosno može se primijeniti i odrediti kakav drugi postupak iz ogluhe na način sličan onome koji primjenjuje redovni sud.

7. Stranka koja nema boravišta u Engleskoj a želi biti sigurna da će primiti obavijesti, dužna je dati Councilu jednu adresu u Engleskoj.

8. Council vrši opću kontrolu nad postupkom /naravno ne nad odlukom/ u svakom arbitražnom postupku koji se vodi u smislu ovih pravila, te će na zahtjev dati direktive za njegovo vodjenje. Ovoj je odredbi glavna svrha da pojednostavi izvanredne situacije kao što je npr. arbitraža triju stranaka, ili slučaj kad se dvije arbitraže vrše istodobno ili konzektivno.

9. Možda nije previše nadati se da će novi zakonski propisi, možda u obliku dodatnih pravila /koja se mogu prihvati ili odbaciti na isti način kao Tablica A Companies Act 1948/ biti doneseni i uzakonjeni u smislu ovih Pravila, odnosno onako kako će ona biti modificirana u svjetlu iskustva stečenog njihovom primjenom. Ovo bi svakako imalo mnogo prednosti. Međutim sve dok se ne dobije neka vrsta zakonskih propisa, administracija ovih Pravila, na korist onih koji ih žele upotrebljavati, mora biti povjerena jednom sposobnom tijelu. U Pravilima to tijelo je nazvano "Council".

10. Ove primjedbe nemaju druge svrhe nego da daju opći opis glavnih postavki postupka. Naglašuje se da

will be understood that the notes themselves are of no force, and in particular they must not be treated as in any way affecting the Rules or serving as an official or authorised interpretation of them. The sole official document is the text of the Rules itself, subject only to such alterations as may be made from time to time by the Council.

LONDON RULES

- A. In any arbitration conducted under the London Rules, the following provisions shall apply subject to any modifications thereof in force at the date of the agreement or reference to arbitration. Such modifications may from time to time and at any time be made by the London Rules Council /hereinafter called "the Council"/ whose address is c/o Noel H.Davies Esq., 5th Floor, Mitchell Cotts House, Camomile Street, London, E.C.3. The written certificate of the Registrar of the Council shall be conclusive of the text of the provisions which are applicable.
- B. The provisions in force at the date of this publication are those set out in the numbered clauses below. Particulars of any subsequent modifications may be obtained from the Registrar of the Council at the address set out in paragraph A of these Rules.
- C. The provisions of the London Rules shall prevail over and apply notwithstanding any matter inconsistent therewith which may be contained in the agreement of reference; save only that to the extent /if any/ that they are inconsistent with the provisions of any statute for the time being in force in England they shall, to the extent of their inconsistency but not otherwise or further, be void.
 1. /i/ In the absence of the appointment of a sole arbitrator, either as is provided for in clause 2 hereof or otherwise, any reference to arbitration shall be deemed to be a reference to two arbitrators /one to be appointed by each of the parties/ and an Umpire. The Umpire shall be appointed by the arbitrators within 21 days of their own appointment; and failing such appointment either arbitrator

same primjedbe nemaju nikakove snage te se naročito ne smiju smatrati kao da bilo kako djeluju na Pravila, ili kao da služe kao službena ili ovlaštena interpretacija Pravila. Jedini službeni dokumenat je tekst samih Pravila, sa isključivo takovim izmjenama kakve može učiniti Council od vremena na vrijeme.

LONDONSKA PRAVILA

- A. U svakoj arbitraži, koja se vodi po London-skim Pravilima, slijedeće odredbe će se primjenjivati, osim u slučaju izmjena koje su bile na snazi u času sklapanja sporazuma ili podvrgavanja arbitraži. Takove izmjene može od vremena na vrijeme i u bilo koje vrijeme donijeti London Rules Council /u daljem tekstu "Council"/, čija je adresa c/o Noel H.Davies Esq., 5th Floor, Mitchell Cotts House, Camomile Street, London, E.C.3. Pismena potvrda službenika /Registrar/ Councila bit će mjerodavna za autentični tekst odredaba koje se imaju primijeniti.
- B. Odredbe koje su na snazi u času izdavanja ove publikacije iznesene su dolje u numeriranim klauzulama. Podaci o bilo kojim nadnjim izmjenama mogu se dobiti od službenika /Registrar/ Councila na adresi navedenoj u paragrafu A ovih Pravila.
- C. Odredbe Londonskih Pravila imat će veću snagu i primjenjivat će se bez obzira na bilo koje uglavke koji bi bili nespojivi s Pravilima, a koji bi bili sadržani u sporazumu o podvrgavanju arbitraži; osim do granica /ako postoji/ u kojima su suprotne s odredbama bilo kojeg zakona koji je na snazi u Engleskoj, i tada će biti ništetne samo do granica njihovih suprotnosti, ali ne drugačije ili više.
 1. /i/ Kada nije imenovan arbitar pojedinac, bilo na način predviđen u klauzuli 2. ovih Pravila ili drugačije, svako podvrgavanje arbitraži smarat će se podvrgavanjem dvojici arbitara /od kojih svaka stranka imenuje po jednoga/ i jednom nadarbitru. Nadarbitar će biti imenovan od strane arbitra u roku od 21 dan od njihovog imenovanja; a u slučaju da se takovo imenovanje ne

may request the Council in writing /simultaneously sending a copy of such request to the other arbitrator/ to appoint an Umpire. Such request shall state the nature /so far as the same may be known to the arbitrator making the request/ of the dispute. The Council shall thereupon appoint an Umpire. On making any such request the arbitrator shall on behalf of the party appointing him pay to the Council the fee set out in the Table of Fees attached hereto, and such payment shall be treated as costs in the reference.

- /ii/ The Umpire shall be entitled to charge an appointment fee of Five guineas but /subject always as set out in this sub-paragraph/ no more until he has entered on the reference in the manner provided in sub-paragraph /iii/ below. In the event of any agreed or joint award being made by the arbitrators in any case where an Umpire has been appointed they shall give directions in the award for the payment of the Umpire's said appointment fee together with such further fee /if any/ as the arbitrators may tax and settle as proper in respect of any part taken by the Umpire at their request in the arbitration.
- /iii/ Upon any disagreement between the arbitrators on any matter concerning the reference, whether affecting substantive issues or procedure /including the case of a disagreement on the choice of an Umpire/ the Umpire shall subject as hereinafter mentioned enter on the reference in the place of the arbitrators. Disagreement between the arbitrators shall be conclusively established if one arbitrator, requested by the other for agreement on any specific point or points, fails to give his agreement thereto within 10 days; provided however that in respect of any issue/s which is or are proper to be dealt with in the award and on which the arbitrators are agreed, the Umpire may in his discretion and without further enquiry adopt the view of the arbitrators theron as his decision, and incorporate the same in his award.
- /iv/ The Council shall have, in appointing an Umpire or sole arbitrator, complete power and discretion to disregard any stipulation as to

izvrši, svaki od arbitara može zatražiti pismeno od Councila /istovremeno dostavljajući kopiju takovog zahtjeva drugom arbitru/ da se imenuje nadarbitar. Takav zahtjev će navesti prirodu spora /u granicama koje su poznate arbitru koji ističe zahtjev/. Council će na to imenovati nadarbitra. Postavljajući takav zahtjev arbitar će, u ime stranke koja ga je imenovala, platiti Councilu takstu navedenu u Tabeli taksa koja je priložena ovim Pravilima, i ovo plaćanje smatrat će se kao dio troškova postupka.

- /ii/ Nadarbitar ima pravo naplatiti taksu za imenovanje u iznosu od 5 gvineja, ali /pod uvjetima navedenim u ovom stavu/ neće imati prevo na više dok nije stupio u postupak na način predviđen dolje u stavu /iii/. U slučaju donošenja sporazumne ili zajedničke odluke od strane arbitara u svakom slučaju kad je bio imenovan nadarbitar, arbitri će odrediti u odluci plaćanje takse za nadarbitra zajedno s dalnjom taksom /ako je bude/ u iznosu kako ju budu arbitri taksirali, i odredit će kao adekvatnu obziru na ulogu izvršenu na njihov zahtjev u arbitraži od strane nadarbitra.
- /iii/ U slučaju bilo kakvoga neslaganja izmedju arbitara zbog bilo koje stvari u vezi s predmetom, bez obzira da li se to tiče materijalnih spornih pitanja ili postupka /uključujući i slučaj neslaganja pri izboru nadarbitra/ nadarbitar će, pod uvjetima dolje navedenim, uzeti predmet u postupak umjesto arbitra. Neslaganje izmedju arbitra bit će definitivno utvrđeno ako jedan arbitar na zahtjev drugog arbitra u pogledu bilo kojeg točno određenog stava ili stava ne da svoj pristanak u roku od 10 dana; sve pod uvjetom, međutim, da u pogledu bilo koje sporne točke i točaka koje treba rješiti u arbitražnoj presudi i o kojoj ili o kojima su se arbitri složili, nadarbitar može po svojoj ocjeni i bez daljnog ispitivanja prihvati stajalište arbitara kao svoj zaključak i uvrstiti ga u arbitražnu presudu.
- /iv/ Prilikom imenovanja nadarbitra ili arbitra pojedinca Council ima puno pravo i ovlaštene da predje preko bilo kojih uglavaka o

his qualification which may be contained in the original agreement to refer.

2. If either of the parties desire that the reference shall be to a sole arbitrator, he may, at any time before an Umpire has been appointed or an arbitrator has been appointed as sole arbitrator in the reference, request the Council in writing /simultaneously sending a copy of such request to the other party/ to appoint a sole arbitrator. In such request he shall state the nature of the dispute and the name and address of the other party. On making any such request he shall pay to the Council the fee set out in the Table of Fees /and the said payment shall be treated as costs in the reference/. Within 14 days of the receipt by the Council of such request, unless the parties shall by then have agreed upon the name of a sole arbitrator /or an Umpire shall have been appointed/, the Council may select a sole arbitrator and notify the parties accordingly. Upon the appointment of such sole arbitrator /whether selected by the Council or agreed by the parties/ he shall enter upon the reference in the same way as an Umpire upon disagreement between the arbitrators.
3. An arbitrator who ceases to act as arbitrator by reason of the provisions of clause 1 or 2 hereof shall be entitled to continue to act in the reference but only as advocate for the party appointing him; provided always that if so requested by any such party, he shall retire from the reference altogether as from the receipt of that request. An arbitrator, while acting as advocate /or otherwise/ shall incur no legal liability to the party appointing him /whether on the ground of neglect or otherwise/ for any act, omission or default committed in good faith.
4. In any case where there are two arbitrators and the Umpire has not entered upon the reference then unless the issues in the reference have been orally argued by representatives of both parties before the arbitrators, the arbitrators shall not /in the absence of agreement between the parties/ issue a joint award until they have given to the parties not less than three weeks' written notice of their intention to proceed with the reference on the basis of the material then before them. At any time before

njihovoj kvalifikaciji, koji bi mogli biti sadržani u sporazumu o arbitraži.

2. U koliko bilo koja od stranaka želi da se spori pred arbitrom pojedincem, ta stranka može, u bilo koje vrijeme prije nego je imenovan nadarbitar ili prije nego je imenovan arbitar kao arbitar pojedinac, pismeno zaatražiti od Councila /istovremeno dostavljajući kopiju toga zahtjeva drugoj stranci/ da se imenuje arbitar pojedinac. U takovom zahtjevu stranka će opisati predmet spora i navesti ime i adresu protivne stranke. Dostavljajući zahtjev stranka će platiti Councilu takšu naznačenu u Tabeli taksa /i takovo plaćanje smatrati će se kao dio troška postupka/. U roku od 14 dana od primjeka takovog zahtjeva, Council će, osim ako su se stranke u međuvremenu složile o imenu arbitra pojedinca /ili je bio imenovan nadarbitar/ izabrati arbitra pojedinca i obavijestiti stranke o tome. Nakon što bude imenovan takav arbitar pojedinac /bilo izabran od Councila, bilo po sporazumu stranaka/ on će stupiti u postupak na isti način kao što bi to učinio nadarbitar u slučaju nesuglasnosti arbitara.
3. Arbitar koji prestane djelovati kao arbitar u smislu klauzule 1 ili 2, imat će pravo nastaviti djelovanje u postupku, ali samo kao zastupnik stranke koja ga je imenovala, a to uvjek pod uvjetom da će, ako to stranka bude zahtjevala, povući iz postupka u cijelosti odmah nakon primjeka takovog zahtjeva. Arbitar koji nastupa kao zastupnik /ili drugačije/ neće teretiti nikakova zakonska odgovornost prema stranci koja ga je imenovala /bilo zbog nemara ili inače/ za bilo koji čin, propust ili oglušivanje počinjeno u dobroj vjeri.
4. U svakom slučaju kad postoje dva arbitra a nadarbitar još nije stupio u postupak, tada, osim ako su sporna pitanja bila usmeno raspravljena od strane predstavnika obih stranaka pred arbitrima, arbitri neće /ako ne postoji sporazum stranaka o tome/, donijeti zajedničku arbitražnu presudu, dok ne dadu strankama pismenu najavu uz rok od tri tjedna da namjeravaju nastaviti postupak na osnovi materijala koji se u tom času nalazi pred njima. U bilo koje vrijeme dok ne prodje taj rok od obavijesti,

the expiry of such notice either party may notify the arbitrators in writing of his objection; and in such event the arbitrators shall hear the objection. In the absence of any such written notice or if the objection be dismissed, the arbitrators in the event of their reaching agreement shall issue a joint award.

5. If an arbitrator /not being sole arbitrator/ whether acting as arbitrator or advocate does any or all of the following things: -

- /i/ communicate with the party appointing him, and discuss with him any aspect of the case,
- /ii/ receive from such party his documents and request the production of further documents,
- /iii/ advise on the evidence required and seek for and interview potential witnesses,
he shall not per se be guilty of misconduct.

6. Save as may be otherwise agreed by the parties or determined /subject/ as hereinafter provided, to appeal to the Council/ by the tribunal, the procedure in all arbitrations shall be as follows: -

- /i/ Within 21 days of the appointment of the Umpire or /as the case may be/ the sole arbitrator, the Claimants shall deliver their heads of claim.
- /ii/ Within 21 days thereafter the Respondents shall deliver their heads of defence and counterclaim /if any/.
- /iii/ If a counterclaim be delivered, then within 21 days thereafter the Claimants may deliver heads of reply and defence to counterclaim.
- /iv/ Within 21 days of the close of pleadings, the parties shall give disclosure of their documents.
- /v/ The tribunal shall have power to decide to whom the above deliveries shall be made, and how /but subject always to clause 7 hereof in regard to personal inspection by a party/ discovery of documents shall be effected.

svaka stranka ima pravo pismeno obavijestiti arbitre o svojim prigovorima; u takovom slučaju arbitri će provesti usmenu raspravu o tim prigovorima. Ako ne dodje do pismenih prigovora, ili ako se odbiju prigovori, arbitri će, ako se slože, donijeti zajedničku odluku.

5. Ako arbitar /koji nije arbitar pojedinac/ bilo u svojstvu arbitra, bilo u svojstvu zastupnika, učini jednu ili sve od slijedećih stvari: -

- /i/ stupi u kontakt sa strankom koja ga je imenovala i diskutira sa strankom o bilo kojem vidu spora,
- /ii/ primi od te stranke njezine dokumente i zatraži da mu se predoče daljni dokumenti,
- /iii/ savjetuje o potrebnim dokazima, traži i saslušava eventualne svjedoke,

samim time neće biti kriv zbog lošeg ponašanja.

6. Ako se stranke drugačije ne sporazume, ili ako sud drugačije ne odluči /uz mogućnost žalbe na Council, kako je dalje predviđeno/ postupak u svim arbitražama bit će kako slijedi: -

- /i/ U roku od 21 dan od imenovanja nadarbitra ili /već prema slučaju/ arbitra pojedinca, tužitelji će predati svoje tužbene zahtjeve.
- /ii/ U roku od 21 dan nakon toga tuženi će predati svoje prigovore i protuzahhtjeve /ako ih imaju/.
- /iii/ Ako je predan protuzahhtjev, tada može u roku od 21 dan tužitelj predati svoj protuodgovor i prigovore na protuzahhtjev.
- /iv/ U roku od 21 dan od završetka predaje po-dneska stranke će staviti na uvid svoje dokumente.
- /v/ Sud je ovlašten da odredi kome će se izvršiti dostava gornjih dokumenata i kako /ali uvijek pod uvjetima navedenim dalje u klauzuli 7 u pogledu osobnog pregleda dokumenta od strane jedne stranke/ će se izvršiti stavljanje dokumenta na uvid.

Any party aggrieved by a decision of the tribunal in regard to any matter or matters referred to in this clause 6 may within 14 days of the date of such decision give to the Council written notice of objection, sending to the Council with the said notice the fee set out in the Table of Fees; and the same shall be treated as costs in the reference. The Council shall then at its absolute discretion sustain, modify or dismiss the objection.

7. Disclosure of documents shall be effected: -

- /i/ where in any arbitration there are two arbitrators /whether the arbitrators are acting as arbitrators or as advocates/, by the disclosure by each arbitrator to the other of the documents proper to be produced by the party appointing him
- /ii/ where in any arbitration there is a sole arbitrator, by the disclosure by each party to the arbitrator of the documents proper to be produced by such party

Provided always that a party shall nevertheless be entitled without any ruling by the tribunal to that effect to a personal inspection of the documents produced by the other party if by notice in writing to the other party not more than 21 days after close of pleadings or completion of disclosure /whichever shall first occur/

/i/ he so requests, and

/ii/ he gives an address in London at which such documents should be produced for inspection and the name of the person by whom such inspection will be made; save only that if the party producing the documents shall himself provide an address in London at which his documents shall be available for inspection, the inspection shall take place at that address and not elsewhere.

8. In the event of default being made under any interlocutory order of the tribunal which is expressed to be peremptory, the tribunal shall have power to strike out or dismiss wholly or in part the claim, defence or counter-claim of the party in default, and to proceed to make an

Stranka, koja je povrijedjena /"aggrieved"/ odlukom suda s obzirom na predmet ili predmete o kojima se govori u klauzuli 6, može unutar 14 dana od dana takve odluke pismeno obavijestiti o prigovoru Council, dostavljajući zajedno s tim pismenom Councilu taksu naznaju u Tabeli taksa; ona će se smatrati troškom postupka. Council će po potpuno slobodnoj ocjeni prihvatići, djelomice prihvatići, ili odbiti prigovor.

7. Stavljanje dokumenata na uvid izvršit će se: -

- /i/ u svakoj arbitraži u kojoj su dva arbitra /bez obzira da li arbitri nastupaju kao arbitri ili kao zastupnici/, davanjem dokumenata na uvid od strane jednog arbitra drugom, koje dokumente treba da dade na uvid stranka koja ga je imenovala
- /ii/ u svakoj arbitraži u kojoj je samo arbitar pojedinac, davanjem dokumenata na uvid arbitru od strane svake stranke što treba da dade te stranka.

To sve uz uvjet da će uza sve to svaka stranka biti ovlaštena da bez posebne odredbe suda osobno pregleda dokumente date na uvid od strane druge stranke, ako pismeno obavijesti drugu stranku najkasnije u roku od 21 dan od završetka predaje podnesaka ili od stavljanja na uvid dokumenata /već prema tome što se prije dogodi/

/i/ da to zahtijeva, i

/ii/ ako dade adresu u Londonu gdje se ti dokumenti moraju staviti na raspolaganje radi uvida kćo i ime osobe koja će izvršiti uvid, osim u slučaju ako stranka koja stavlja dokumente na uvid sama dade adresu u Londonu gdje će dokumenti stajati na uvid, jer će se tada uvid izvršiti isključivo na toj adresi i nigdje drugdje.

8. U slučaju ogluhe na bilo koji incidentalni nalog sude za koji se izreče da je odlučan, sud će biti ovlašten da briše ili odbije u cijelini ili u dijelu zahtjev, prigovore ili protuzah-tjev stranke koja se oglušila i da dalje pos-tupa s donošenjem arbitražne presude iz ogluhe

award by default in like manner as the High Court may proceed, in the event of default, to enter judgment.

Provided that any party aggrieved by any order made in the exercise of the powers conferred by this clause may within 14 days of such order appeal therefrom to the Council by written notice addressed to the Registrar /with a copy to the other party to the reference/ and enclosing the fee set out in the Table of Fees. The Council shall determine the appeal and their decision shall be final; and the Council shall give directions how the said sum shall be dealt with.

9. Neither the tribunal nor the Council shall be bound by the strict rules of evidence and shall be at liberty to admit and consider any material whatsoever notwithstanding that it may not be admissible under the law for the time being relating to evidence.

10. /i/ Any party requesting that the award or any part of the award shall be stated in the form of a special case shall make such request prior to the conclusion of the hearing, and shall put up security for the costs of the reference and of the award in such sum /if any/ within such time and in such manner as the tribunal shall decide; and in default his request may be disregarded.

/ii/ The party asking for a special case shall formulate in writing all questions of law sought to be raised and all matters of fact sought to be found, and shall send copies thereof to the tribunal and to the other party within 21 days after the conclusion of the hearing. In default his requirement for a special case shall be deemed to have lapsed and to be barred and any security which he may have put up under sub-paragraph /i/ shall be released.

11. Any party, arbitrator or Umpire for the time being not resident in England shall give to the Council an address in England at which service on him of any documents or process may be effected; and /without prejudice to other means of service/ the same shall be conclusively deemed to be effected, and the document or process

na sličan način kao što bi to učinio Visoki Sud kod donošanja presude u slučaju ogluhe.

Sve to pod uvjetom da se stranka povrijedjena bilo kojom naredbom donešenom na temelju ovlaštenja iz ove klauzule može u roku od 14 dana od te naredbe žaliti pismeno Councilu, adresirajući žalbu na službenika, /Registrar/ /sa kopijom drugoj stranci u postupku/ uz prilog takse naznačene u Tabeli taksa. Council će odlučiti o žalbi i njegova će odluka biti konačna; Council će ujedno odrediti kako će se postupiti s plaćenom taksom.

9. Ni sud ni Council neće biti vezani strogim pravilima dokaznog postupka te će smjeti dozvoliti i uzeti u ocjenu bilo koji materijal, pa i ako on inače ne bi bio dopustiv po važećim propisima o dokazivanju.

10. /i/ Stranka koja zahtjeva da se arbitražna presuda ili dio te presude izloži kao specijalni slučaj, postavit će takav zahtjev prije završetka raspravljanja i položiti osiguranje za troškove postupka i arbitražne presude u iznosu /ako je potreban/, u vrijeme i na način kako to odredi sud; a u slučaju neudovoljenja njezin zahtjev može se zanemariti.

/ii/ Stranka koja zahtjeva da se istakne specijalni slučaj formulirat će u pisrenom obliku sva pravna pitanja kojih isticanje zahtjeva kao i činjenična pitanja, koja predlaže da se utvrde, te će poslati primjere toga sudu i drugoj stranci u roku od 21 dana nakon završetka raspravljanja. U slučaju ogluhe, smatrati će se da je njezin zahtjev za isticanje specijalnog slučaja otpao i da je nastupilo isključenje, a svako osiguranje koje je eventualno dala u smislu stava /i/ oslobodit će se.

11. Stranka, arbitar ili nedarbitar koji u određeno vrijeme nemaju boravišta u Engleskoj dostaviti će Councilu adresu u Engleskoj na koju se mogu dostavljati pismena ili dostava za njih; i /bez obzira na druge načine dostavljanja/ smatrati će se da je dostava pravilno izvršena i da su pismena primljena u roku od 3 dana

received, within 3 days of the posting thereof to that address by ordinary mail. In default service on him of any document or process may be effected by lodging the same with the Council /and the Council shall be under no duty to forward the same/ and despatching a copy thereof by registered post to the party in default at his last known address /if any/; and such service shall be conclusively deemed to have been effected on him, and the document or process in question received by him, 10 days after the lodgment as aforesaid with the Council or the posting of the copy, whichever is later in date.

12. Without prejudice to any statutory enactment and in particular section 19 of the Arbitration Act 1950, the tribunal shall be entitled to tax and settle, and to include in the award as part of the cost thereof, all fees earned, and all expenses incurred, by the arbitrators or any of them as arbitrators and/or as advocates.
13. If the tribunal accedes to a request that it should tax the costs of the reference recoverable by one party from the other the tribunal may issue a preliminary award on the merits of the dispute /including the cost of such award, and the manner in which the costs of the reference shall after taxation by the tribunal be paid/. Thereafter, after submission of the relevant bill or bills of costs, the tribunal may issue a separate award in regard to such costs and the taxation thereof.
14. Upon request by any party to the reference made prior to the publication of the award, the tribunal shall give, in a document separate from the award; the reasons therefor. No use shall be made by either party of the reasons /even if they disclose an error of fact or law or both/ in any proceedings which may be taken on or in connection with the award; and in the event that either party should, in breach of this provision, seek to make such use, he shall be deemed to have consented to judgment against him in any such proceedings, to have agreed to indemnify the other party forthwith upon demand against all costs /including costs as between solicitor and client/ which that other party may have incurred or for which he may be held

nakon otpošiljanja običnom poštom na tu adresu. U slučaju propuštanja može se dostava pismena izvršiti na taj način da se predaju Councilu /ali Council nije obavezan da ih proslijedi/ i otpošiljanjem kopije pismena preporučenom poštom na zadnju poznatu adresu /ako postoji/ stranke koja se oglušila; smatrat će se da je dostava uredno izvršena i da su pismena primljena 10 dana nakon predaje Councilu, kako je naprijed navedeno, ili nakon predaje pošti, već prema tome što se kasnije izvrši.

12. Bez prejudiciranja bilo kojem zakonskom propisu, a naročito čl.19. Arbitration Act-a 1950, sud će biti ovlašten da odmjeri i naplati takšu, te da uključi u odluci kao dio troškova sve zaslužene honorare i sve izdatke izvršene od strane arbitra ili jednog od njih, učinjene u svojstvu arbitra i/ili zastupnika.
13. Ako sud prihvati zahtjev da odmjeri troškove postupka koje ima pravo naplatiti jedna stranica od druge, tada može sud izdati preliminarnu arbitražnu presudu o glavnoj stvari /uključivši troškove te presude i način kako će se troškovi, nakon što ih sud obradi, platiti/. Nakon toga, kad budu predočeni troškovnik ili troškovnici, sud može izdati posebnu odluku u pogledu tih troškova i njihove odjere.
14. Na zahtjev bilo koje stranke u postupku, podnesen prije objavljivanja arbitražne presude, sud će u dokumentu odvojenom od presude dati njeni obrazloženje. Nijedna stranica ne smije upotrijebiti obrazloženje /čak i ako sadrži grešku o činjenicama ili pravnu grešku ili obije/ u bilo kojem postupku koji bi se mogao poduzeti na temelju ili u vezi s presudom; u slučaju da bilo koja stranica, prekršivši ovu odredbu pokuša da se posluži obrazloženjem, smatrat će se da je u svakom takovom postupku pristala na presudu protiv sebe, da je prisustala po zahtjevu smješta nadoknaditi drugoj stranci sve troškove /uključivši troškove između advokata i klijenta/ koje je druga stranica mogla imati, ili za koje bi mogla biti

liable in such proceedings, and to have agreed further to waive and abandon any benefit or advantage awarded to him in the arbitration.

15. The Council shall, on written application by either party to the reference accompanied by payment by such party to the Council of the fee set out in the Table of Fees /which payment shall be treated as costs in the reference/, and subject always to the jurisdiction of the Court, have power prior to the publication of the award to decide any question relating to rectification or to the jurisdiction of the arbitrators; provided that if during the period of six weeks immediately following the publication of any such decision to the parties, either party make application to the High Court for determination of such questions, the decision shall not be operative pending the determination or dismissal of such application. Upon such determination or dismissal the decision shall become operative save to the extent that it may be inconsistent with such determination. If no such application is made then the decision shall at the end of the said six weeks become final.
16. If any procedural matter arises during the course of an arbitration which is not provided for in the provisions of these Rules /and in particular in any case where there are more than two parties to an arbitration/ any party may make written application to the Council for directions, and at the same time notify the other party or parties in writing of such application. The Council, on receipt from the applicant of the fee set out in the Table of Fees /the payment whereof shall be treated as costs in the reference/, shall have power in its absolute discretion to make any order on any such application that it thinks fit.
17. Notwithstanding anything to the contrary in the preceding provisions, the tribunal shall have power /upon request of either or both of the parties/ to include as part of the cost of the award the amount of any payments made by or on behalf of either party to the Council which otherwise /pursuant to these provisions/ would have been treated as costs in the reference; provided always that in any such case the tribunal shall state expressly in the award that the

odgovorna u tom postupku, te da je nadalje pristala da se odrekne i da napusti sve koristi i prava koja su joj dopitana.

15. Ccouncil će, na temelju pismenog zahtjeva bilo koje stranke u postupku, uz plaćanje od strane te stranke /takse/ određene u Tabeli taksa /koje plaćanje će se smatrati troškom postupka/, te uvjek uz uvjet da je za to nadležan Sud, biti ovlašten da prije objavlјivanja pre sude doneće odluku o svakom pitanju koje se odnosi na ispravljanje ili na nadležnost arbitra; uz uvjet, ako se u roku od šest tjedana koji neposredno slijede iza objavlјivanja tekve odluke, bilo koja stranka obrati predstavkom Visokom Sudu radi odlučivanja o takvim pitanjima, da takva odluka /Councila/ neće biti pravomoćna dok god predstavka ne bude rješena ili odbacena. Nakon takvog rješenja odnosno odbacivanja odluka će postati pravomoćna, osim u dijelu u kom bi bila u suprotnosti s takvim rješenjem. Ako ne bude predstavke, tada će odluka po isteku spomenutih šest tjedana postati konačna.
16. Ako se u postupku pojavi bilo koje pitanje proceduralne naravi za koje nema propisa u ovim Pravilima /a naročito u slučaju kad ima više od dvije stranke u arbitražnom postupku/ svaka stranka može se обратити pismenom predstavkom na Council za direktive, a istovremeno pismo obavijestiti drugu stranku ili stranke da se obretila predstavkom na Council. Nakon što primi od predlagatelja takvu naznačenu u Tabeli taksa /plaćanje koje će se smatrati troškom u postupku/, Council će biti ovlašten da o predstavci doneće svaku odredbu koju će po svojoj slobodnoj ocjeni smatrati pravilnom.
17. Bez obzira ne bilo što, u prije navedenim odredbama, što bi moglo biti tome protivno, sud će biti ovlašten da /na zahtjev bilo jedne bilo obiju stranaka/ uključi u troškove arbitražne presude iznos bilo kojeg plaćenja izvršenog Councilu u ime bilo koje stranke, a koji bi se iznos inače /na osnovi ovih odredaba/ smatrao kao trošek postupka; uvjek pod uvjetom da će sud u svakom tekovom slučaju

said payments have been so included. The said payments shall then rank as part of the cost of the award and not as costs in the reference.

18. The Council shall have power to co-opt on such terms as it thinks fit any member or members, to resolve on any matter by a majority of votes of those present at any meeting of a quorum or committee of its members, consisting of such person/s and of such member/s as the Council shall from time to time decide; to exercise any or all of its functions by such person/s and such means as it may think fit; and generally to regulate its business and the management of its affairs in such manner as it may from time to time deem convenient.
19. In any case where the Council may consider in its absolute discretion that strict adherence to any of the foregoing provisions might work injustice, the Council shall have power on the written application of any party or arbitrator to relax or vary the same in such manner and to such extent as the Council may think fit for the purpose of the case in question; and in particular the Council may absolve any party or arbitrator from the consequences which, but for this power, would follow from anything done or omitted to be done by that party or arbitrator. Any such application shall be accompanied by payment to the Council of the fee set out in the Table of Fees, and a copy thereof shall simultaneously be sent by the applicant to any party or arbitrator affected thereby.
20. Copies of the Rules may be obtained on application to the Registrar of the Council; price 6d. per copy.

izričito navesti u presudi da su spomenuta plaćanja tako uključena. Ta plaćanja će tako imati status troškova presude a ne troškova postupka.

18. Council je ovlašten da uz uvjete koje smatra prikladnima kooptira člana ili članove, da odluči o bilo kojoj stvari većinom glasova prisutnih na sastanku kvoruma ili odbora svojih članova, a koji je sastavljen od takve osobe /osoba/ i člana /članova/ kako Council bude od vremena do vremena odlučio da vrši pojedinu ili sve svoje funkcije putem takve osobe /osoba/ i sa sredstvima koja smatra prikladnim uopće; da uređuje svoje poslove i upravljanje svojim poslovima na takav način kakav smatra od vremena do vremena prikladnim.
19. U svakom slučaju kad Council nadje da bi striktno pridržavanje bilo koje od prednjih odredbi moglo dovesti do nepravde, Council će biti ovlašten da na pismenu molbu bilo koje stranke ili arbitra olakša ili izmijeni te odredbe na način i do one granice kako Council bude smatrao odgovarajućim za svrhu konkretnog slučaja; naročito Council može oslobođiti bilo koju stranku ili arbitra od posljedica koje bi, kad Council ne bi imao to pravo, proizšle iz bilo čega učinjenog ili propuštenog od strane stranke ili arbitra. Uz svaku takvu molbu bit će izvršeno i plaćanje takse Councilu prema Tabeli taksa, a kopija predstavke ima biti istovremeno dostavljena od strane predlagatelja stranci ili arbitru koje se to tiče.
20. Primjerici ovih Pravila mogu se nabaviti na zahtjev kod službenika /Registrar/ Councillia uz cijenu od 6 penija po primjerku.

TABLE OF FEES

Clause 1 /i/ Application for appointment of Umpire	£5 0 0
Clause 2 Application for appointment of sole arbitrator	£5 0 0
Clause 6 Appeal to Council in respect of pleadings or discovery of documents	£5 0 0
Clause 8 Appeal to Council against a default order	£10 0 0
Clause 15 Application for rectification, jurisdiction of the arbitrators	£25 0 0
Clause 16 Application in respect of matters not provided for in the provisions of the Rules	£10 0 0
Clause 19 Application for relaxation of Rules	£25 0 0

Note. These fees may be revised by the Council and any such revision shall take effect from such date as the Council may determine.

TABELA TAKSA

Klaузула 1 /i/ Prijedlog za imenovanje nadarbitra	£5 0 0
Klaузула 2 Prijedlog za imenovanje arbitra pojedinca	£5 0 0
Klaузула 6 Žalba na Council u vezi s podneskom ili stavljanjem na uvid dokumenata	£5 0 0
Klaузула 8 Žalba na Council protiv odredbe iz ogluhe	£10 0 0
Klaузула 15 Prijedlog za ispravljanje, nadležnost arbitara	£25 0 0
Klaузула 16 Prijedlog u vezi sa slučajevima koji nisu predviđeni u Pravilima	£10 0 0
Klaузула 19 Prijedlog za olakšanje odredaba	£25 0 0

Primjedba. Ove takse može Council revidirati, a svaka tako-va promjena stupit će na snagu na dan koji odredi Council.

1/ Prema odredbi čl.8. Zakona o arbitraži /Arbitration Act/ od 1950. /koji se u tom pogledu slaže doslovno sa svim prethodnim zakonima o istom predmetu/ od stranaka izabrani arbitri ovlašteni su da uvek izaberu "Umpire"-a, pa je tada on ovlašten da doneše arbitražnu presudu /"award"/. Arbitri postavljeni od stranaka mogu donijeti sporazumno odluku, ali ako je ne donesu, oni postaju samo zastupnici svojih stranaka, a presudjujuća funkcija prelazi na "Umpire"-a. Stoga nam se čini da riječ "nadarbiter" odgovara najbolje pojmu engleskog prava. Treba dodati da Zakon od 1950. u čl.9. određuje da se treći arbitar, kojega izabaru arbitri postavljeni od stranaka, ima smatrati nadarbitrom /"Umpire"/, a jedino ako trećeg arbitra ne biraju oba arbitra nego se drukčije postavlja, radit će se o postupku pred tri arbitra i odlučivati većinom glasova.