

# Ciarb Arbitration Rules: Arbitrator Appointment Form

Please fill in the form and send it with all the supporting documentation by email to [das@ciarb.org](mailto:das@ciarb.org).

Request for the appointment of a (please tick as appropriate):

Sole Arbitrator

Presiding Arbitrator

Other

Second Arbitrator

Substitute Arbitrator

In the matter of a dispute between the following\*:

**Claimant/First Party\*\*:**

Address:

Postcode/Zip:

Country:

Telephone:

Email address:

**Represented by\*\*:**

Address:

Postcode/Zip:

Country:

Telephone:

Email address:

**Respondent/Second Party\*\*:**

Address:

Postcode/Zip:

Country:

Telephone:

Email address:

**Represented by\*\*:**

Address:

Postcode/Zip:

Country:

Telephone:

Email address:

\*\*Contact details not required if case already assigned a DAS case reference. \*Fill in as applicable.

DAS Case Reference (if applicable):

Please provide brief details regarding the issues concerned or special requirements stated in the lease:

Please provide details regarding the issues concerned:

Amount in dispute (if appropriate):

Name of arbitrator being substituted (if applicable):

**Preference for the Arbitrator's background and skills**

**Claimant(s)**

**Respondent(s)**

Knowledge/Profession:

Knowledge/Profession:

Professional specialist expertise (if any):

Professional specialist expertise (if any):

Experience required as arbitrators (if any):

Experience required as arbitrators (if any):

Please note Ciarb's application fee is non-refundable. Your application is accepted on the basis that the information you provide is both accurate and complete. The liability of Ciarb and the appointed arbitrator in relation to the appointment may be restricted if the information provided is inaccurate or incomplete.

Please complete either part A or B below:

### **Part A – Unilateral application for the appointment of an Arbitrator**

- An agreement between the parties dated (dd/mm/yyyy) allows for or includes the provision that in the event of a dispute, the Ciarb Arbitration Rules shall apply.
- A copy of said provision of the agreement, and particulars of the dispute, are attached (including the Notice of Arbitration and/or
- Response to the Notice of Arbitration if not already submitted to DAS).
- Any condition precedent to the right of either party to make a unilateral application for the appointment of an arbitrator has been satisfied and particulars of this, if any, are attached.

It is further agreed as a condition of such an appointment:

- To pay the reasonable fees and expenses of the arbitrator, whether or not the arbitration reaches a hearing or any award is made;
- To provide adequate security for such payment if the arbitrator so requests;
- To make such payment within the period directed by the arbitrator, or, where no deadline is given, within ten days of receipt of notice that such payment is due;
- To inform the arbitrator in the event of the settlement of the dispute before any award is made; and
- That it is acknowledged that the Chartered Institute of Arbitrators is not liable, by reason of having appointed or nominated the arbitrator, for anything done or omitted to be done by the arbitrator in the discharge or purported discharge of his/her functions.

Signature: \_\_\_\_\_

Date (dd/mm/yyyy):

Insert image of your signature here  
(as, or for and on behalf of, Claimant)

Name:

Capacity:

### **Part B – Joint Application for the appointment of an Arbitrator**

The parties hereby apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator, in relation to a dispute that has arisen between them (particulars of which are attached in the Notice of Arbitration and/or Response to the Notice of Arbitration, if not already submitted to DAS), which dispute is to be resolved under the Ciarb Arbitration Rules.

N.B. Items 4-8 of Part A also apply as a condition to an appointment under Part B.

Signature: \_\_\_\_\_  
Insert image of your signature here  
(as, or for and on behalf of, Claimant)

Date (dd/mm/yyyy):

Name:

Capacity:

Signature: \_\_\_\_\_  
Insert image of your signature here  
(as, or for and on behalf of, Respondent)

Date (dd/mm/yyyy):

Name:

Capacity:

### **Fee (£600 + VAT) and methods of payment**

All payments should be made in pounds sterling, please ensure that a party name is provided as a reference. Please tick your preferred payment option\*:

#### **Credit/debit card**

Please telephone our Finance Department on **020 7421 7429** and have your card to hand. We accept MasterCard, Visa or American Express.

#### **Bank transfer**

If you wish to pay by bank transfer, please ensure that a party name is provided as a reference.

Ciarb bank details:

**Account name:** HSBC Bank, 31 Holborn, London, EC1N 2HR England

**Sort code:** 40 05 03

**Account number:** 31288784

**International Bank Account number (IBAN):** GB75HBUK40050331288784

**Branch Identifier Code:** HBUKGB4B

**\*Please do not send cash to Ciarb by post.**

#### **Checklist**

All sections of the form have been completed.

You have provided the relevant supporting documentation (if necessary)

The correct fee is enclosed. Please note the application fee is non-refundable.

You have signed and dated the form.

## Appendix 1: Guidance Notes on Arbitrator Appointment Applications

1. The purpose of these Guidance Notes is to provide guidance to parties, and to their representatives, on how to apply for the appointment of an arbitrator pursuant to Articles 8, 9, 10, or 14 of the Ciarb Arbitration Rules 2015 (the Rules). The Guidance Notes govern applications for the appointment of a sole arbitrator, one or more arbitrators on a panel of three, or substitute arbitrators. They do not apply to applications for the appointment of an emergency arbitrator. Any party requesting an appointment of an emergency arbitrator shall complete the 'Emergency Arbitrator Appointment Form' which is a separate form and can be downloaded from Ciarb's website.
2. Any party requesting an appointment of an arbitrator shall complete the 'Arbitrator Appointment Form' to which these Guidance Notes are attached. The applicant's completed application form should be sent to Ciarb's Dispute Appointment Service (DAS), using any of the means specified at the bottom of page 3 of the form, together with the appointment fee. If the appointment fee is not paid upon making said application, or by any deadline set by Ciarb, Ciarb shall decline to proceed with the application and shall inform the parties that it has closed the file without prejudice to the claimant's right to submit the same claim(s) at a later stage. The appointment fee is not refundable, and relates only the appointment of one arbitrator by Ciarb. The same fee will be payable for each additional appointment made.
3. The application form should be accompanied by copies of the notice of arbitration and, if it exists, any response to the notice of arbitration and any other relevant documents or information specified in the application form.
4. A copy of the completed application form should be sent by the applicant to all other parties to the arbitration.
5. Upon receipt of the completed application form and the correct appointment fee, Ciarb shall register the case, send an acknowledgement letter to the parties, and take steps to appoint the arbitrator as promptly as possible. DAS shall send to the President a dossier of the case, containing copies of the notice of arbitration, the arbitration agreement, and any other relevant accompanying documents. DAS shall suggest to the President, in no particular order, 3–5 candidates from Ciarb's Presidential Panel of Arbitrators, identified by DAS as being suitable for appointment in the case. The Presidential Panel of Arbitrators is a panel comprised of senior and experienced practitioners who are trained arbitrators, are members of the Institute, and whose grade of membership is Chartered Arbitrator. All individuals who are members of the Presidential Panel of Arbitrators have demonstrated to Ciarb that they have a suitable level of knowledge, skill and experience in their discipline, together with a commitment to ongoing personal professional development and to following high ethical and professional standards of conduct.
6. It is open to DAS to suggest for appointment one or more candidates not on the Presidential Panel of Arbitrators if it considers, in its sole discretion, that it is appropriate to do so. CVs or online profiles for all of the candidates identified by DAS will be sent to the President.
7. In identifying suitable candidates for appointment, DAS shall take into account any proposals put forward by the parties as to the knowledge, profession, specialist expertise or experience of the arbitrator to be appointed. DAS is not, however, bound by such proposals unless they are agreed by all parties to the arbitration. DAS shall also take into account such considerations that are likely to secure the appointment of an impartial and independent arbitrator and the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.
8. The President of Ciarb will be invited to approve the list of candidates identified by DAS, removing any candidates to which he objects. The President may also suggest candidates of his own accord, although this is uncommon in practice.

9. In the event that the President of Ciarb is unable to assist with the appointment, or is conflicted, the appointment will be made by the Deputy President of Ciarb.

10. DAS shall approach all of the candidates on the list returned by the President simultaneously, to establish whether they would be willing and able to accept appointment, and are conflict free. The candidates will be sent a dossier of the case, containing a copy of the application, the notice of arbitration, and any relevant accompanying documents.

11. If a candidate can accept appointment, they are required to sign and return to DAS a written declaration confirming inter alia that they are willing and able to accept the appointment, and are conflict free.

12. A candidate must disclose in their declaration any circumstance that might be of such a nature as to call into question their independence in the eyes of any of the parties or give rise to reasonable doubts as to their impartiality. Any doubt must be resolved in favour of disclosure. Furthermore, if the candidate or their firm has or has had any involvement, interest or relationship with either party to the dispute, this must be disclosed in their declaration. themselves to be impartial and independent, notwithstanding the disclosed facts. Any disclosure made by a candidate may be referred to Ciarb's President for consideration before appointment, if warranted in the circumstances.

13. A disclosure does not necessarily imply the existence of a conflict and may not automatically be an impediment to that candidate's appointment. A candidate who makes a disclosure may still consider themselves to be impartial and independent, notwithstanding the disclosed facts. Any disclosure made by a candidate may be referred to Ciarb's President for consideration before appointment, if warranted in the circumstances.

14. The duty to disclose is ongoing and will therefore also apply after the arbitrator has been appointed.

15. DAS requires at least 3 of the candidates on the President's approved list to have returned signed declarations to DAS before proceeding to the next stage of the appointment process, otherwise DAS will repeat the process in paragraphs 5 to 8 above.

16. When requested to appoint a sole arbitrator, or to appoint a presiding arbitrator in default of an appointment by the first and second arbitrator, Ciarb shall use the following list procedure, unless the parties agree that the list procedure should not be used or unless Ciarb determines in its discretion that the use of the list-procedure is not appropriate for the case:

- (a) Ciarb shall communicate to each of the parties an identical list of prospective arbitrators, containing at least 3 names;
- (b) within 15 days following receipt of the list, each party shall return the list to Ciarb after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;
- (c) after the expiration of the above period, Ciarb shall make its appointment from among the names approved by the parties on the lists returned to it and in accordance with the order of preference indicated by the parties;
- (d) if for any reason the appointment cannot be made according to this procedure, Ciarb may repeat the procedure or appoint the arbitrator without further recourse to the parties.

17. In the event that:

- the list procedure fails, is deemed inappropriate by Ciarb, or the parties agree it should not be used;
- Ciarb is requested by one party to appoint an arbitrator on their behalf;
- Ciarb is requested by the claimant(s) to appoint the second arbitrator in default of an appointment by the respondent(s); or the circumstances envisaged in Article 10(3) of the Rules apply, the President will be invited by DAS to rank the candidates sent to him in paragraph 5 above, in order of preference, removing the names of any candidates to which he objects. The highest ranked candidate on the President's approved list, who confirms to DAS that they are willing and able to accept the appointment, and are conflict free, shall be appointed.

18. Where Ciarb is being requested to replace an arbitrator during the course of the arbitral proceedings, pursuant to Article 14 of the Rules, a substitute arbitrator shall be appointed or chosen pursuant to the procedure that was applicable to the appointment or choice of the arbitrator being replaced.

19. Once the appointment process has been completed by Ciarb, and the arbitrator formally appointed, DAS will notify the parties of the appointment, providing to the parties the appointed arbitrator's contact details, CV or online profile, and their written declaration of independence and impartiality.

20. Prior to completion of the appointment of the arbitral tribunal, the parties should refrain from communicating with prospective arbitrators about the merits of the case. Unilateral communications between one party and a prospective arbitrator should not take place pre-appointment, or after the appointment of the arbitral tribunal, unless a party wishes to communicate with a prospective nominee for the purpose of ascertaining that candidate's suitability and availability for nomination, or to discuss the selection of the presiding arbitrator. In such cases, it is good practice to reduce such communications to writing, and to furnish a copy of those written communications to the other parties to the arbitration.

21. After the appointment of the arbitral tribunal has been completed, all communications to it by one party shall be communicated simultaneously by that party to all other parties, except as otherwise permitted by the arbitral tribunal if it may do so under applicable law.

22. In all cases, Ciarb shall appoint the arbitrator as promptly as possible. However, there is no fixed time for Ciarb to complete the appointment process; the time taken will vary from case to case, depending on a number of factors, including the time it takes for candidates to return their written declaration, any disclosures made by candidates, whether the list procedure is used, and the attributes and qualifications demanded of the arbitrator, where agreed by the parties.

23. If a party has reason to believe that circumstances exist that give rise to justifiable doubts as to the impartiality or independence of an arbitrator appointed by Ciarb, they may challenge that appointment. Any such challenge shall be made with reference to the requirements and time periods prescribed in Articles 12 and 13 of the Rules, and with reference to the Guidance Notes found in Appendix 1 of Ciarb's 'Challenge Application form'.

24. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal shall establish the provisional timetable of the arbitration. The arbitral tribunal shall also promptly inform the parties as to how it proposes to determine its fees and expenses, including any rates it intends to apply. The fees and expenses of the arbitrators are to be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case.

25. The arbitral tribunal may also promptly request the parties to deposit to a specified bank account, and within a specified time frame, an equal amount as an advance for the costs of the arbitration. During the course of the arbitral proceedings, the arbitral tribunal may request supplementary deposits from the parties.

26. Should the parties have any questions regarding Ciarb's appointment process, they may contact the DAS team by email to [das@ciarb.org](mailto:das@ciarb.org) or by phone on +44 (0)20 7421 7444/7455. Please note, however, that the DAS team is unable to engage in any unilateral correspondence or conversations with parties about issues of substance, or provide any party with legal advice.