

'AD HOC' CLAUSES REFERRING FUTURE DISPUTES TO ARBITRATION

Clause referring future disputes to arbitration--simple form

Any dispute or difference between the parties in connection with this agreement shall be referred to arbitration.

Clause referring future disputes to a single arbitrator to be appointed by The Arbitration Company

Any dispute or difference between the parties in connection with this agreement shall be referred to a sole arbitrator appointed by *The Arbitration Company*.

Clause referring future disputes to a single arbitrator--long form

Any dispute or difference between the parties in connection with this agreement shall be referred to a sole arbitrator ('the Arbitrator').

- 0.1 The arbitration shall be held in [...].
- 0.2 The Arbitrator shall be appointed by the parties or, failing agreement, by *The Arbitration Company*.
- 0.3 The procedure shall be agreed by the parties or, failing agreement, determined by the Arbitrator.
- 0.4 If either party fails to comply with any procedural order made by the Arbitrator, the Arbitrator shall have power to proceed in the absence of that party and deliver the award.

Clause referring future disputes to arbitration by a judge of the Commercial Court as arbitrator under the Arbitration Act 1996 Section 93

Any dispute or difference between the parties in connection with this agreement shall be referred to arbitration in [place] by a judge of the Commercial Court.

- 0.1 If no commercial judge is willing or able to act, then an arbitrator shall be appointed by *The Arbitration Company*.

**Clause referring future disputes to arbitration by an Official Referee as arbitrator under the
Arbitration Act 1996 Section 93**

Any dispute or difference between the parties in connection with this agreement shall be referred to arbitration in [place] by an Official Referee.

- 0.1 If the parties fail to agree on the appointment of a particular Official Referee, then the Senior Official Referee shall designate an Official Referee to act as arbitrator.
- 0.2 If no Official Referee is willing or able to act, then an arbitrator shall be appointed by *The Arbitration Company*.

**Clause referring future disputes to a sole arbitrator in accordance with the UNCITRAL
Arbitration Rules**

Any dispute or difference between the parties in connection with this agreement shall be referred to a sole arbitrator under the Arbitration Rules of the United Nations Commission on International Trade Law.

- 0.1 The arbitration shall be held in [place].
- 0.2 The arbitrator shall be appointed by the parties or, failing agreement, by *The Arbitration Company*).

Clause referring future disputes to two arbitrators--short form

Any dispute or difference between the parties in connection with this agreement shall be referred to 2 arbitrators, one appointed by each party.

Clause referring future disputes to two arbitrators or an umpire--long form

Any dispute or difference between the parties in connection with this agreement shall be referred to 2 arbitrators.

- 0.1 The arbitration shall be held in [place].
- 0.2 Each party shall appoint one arbitrator. The arbitrators so appointed shall forthwith appoint an umpire. The umpire shall attend all hearings, including preliminary meetings, but shall act only if the arbitrators appointed by the parties fail to agree.

- 0.3 A party who has appointed an arbitrator shall be entitled to appoint that arbitrator to act as sole arbitrator in the reference if:
- 0.3.1 that party serves the other party with a notice to appoint one arbitrator and
- 0.3.2 the other party fails to appoint an arbitrator within 7 clear days of service.
- 0.4 The procedure shall be agreed by the parties or, failing agreement, determined by the arbitrators or, if necessary, by the umpire.
- 0.5 If either party fails to comply with any procedural order made by the arbitrators or umpire, the arbitrators or umpire shall have power to proceed in the absence of that party and to deliver the award.

Clause referring future disputes to a tribunal of three arbitrators--short form

Any dispute or difference between the parties in connection with this agreement shall be referred to arbitration in [place] by a tribunal of 3 arbitrators. Each party shall appoint one arbitrator. The third arbitrator shall be appointed by the arbitrators so appointed or, failing agreement, by *The Arbitration Company*.

Clause referring future disputes to a tribunal of three arbitrators--long form

Any dispute or difference between the parties in connection with this agreement shall be referred to arbitration in [place].

- 0.1 The tribunal shall consist of 3 arbitrators and shall be constituted as follows:
- 0.1.1 the claimant shall nominate an arbitrator and may by written notice call on the other party to nominate an arbitrator within 30 days of the notice, failing which such arbitrator shall at the claimant's request be appointed by *The Arbitration Company*;
- 0.1.2 the third arbitrator [who shall serve as chairman of the tribunal] shall be appointed by the 2 arbitrators appointed under clause 0.1.1 above or, failing agreement within 30 days of the appointment of the second arbitrator, on the nomination of *The Arbitration Company* at the written request of either or both of the parties;
- 0.1.3 if a vacancy arises because any arbitrator dies, resigns, refuses to act, or [in the opinion of his fellow arbitrators] becomes incapable of performing his functions, the vacancy shall be filled by the method by which that arbitrator was originally appointed.

- 0.2 The procedure shall be agreed by the parties or, failing agreement, determined by the tribunal.
- 0.3 If either party fails to comply with any procedural order of the tribunal, the tribunal shall have power to proceed in that party's absence and to deliver the award.
- 0.4 If necessary any award or procedural decision of the tribunal shall be made by a majority vote. If no majority vote is formed, the chairman shall make an award or procedural decision as if he were sole arbitrator.

Clause referring future disputes to a tribunal of three arbitrators--alternative form

Any dispute or difference between the parties in connection with this agreement shall be referred to arbitration in [place].

- 0.1 The tribunal shall consist of 3 arbitrators and shall be constituted as follows:
 - 0.1.1 the claimant shall nominate an arbitrator and may by written notice call on the other party to nominate an arbitrator within 30 days of the notice, failing which such arbitrator shall at the claimant's request be appointed by *The Arbitration Company*;
 - 0.1.2 the third arbitrator [who shall serve as chairman of the tribunal] shall be appointed by the parties² or, failing agreement within 30 days of the appointment of the second arbitrator, on the nomination of *The Arbitration Company* at the written request of either or both of the parties;
 - 0.1.3 if a vacancy arises because any arbitrator dies, resigns, refuses to act, or [in the opinion of his fellow arbitrators] becomes incapable of performing his functions, the vacancy shall be filled by the method by which that arbitrator was originally appointed.
- 0.2 The procedure shall be agreed by the parties or, failing agreement, determined by the tribunal.
- 0.3 If either party fails to comply with any procedural order of the tribunal, the tribunal shall have power to proceed with the arbitration in that party's absence and to deliver its award.
- 0.4 If necessary, any award or procedural decision of the tribunal shall be made by a majority vote. If no majority vote is formed, the chairman shall make an award or procedural decision as if he were sole arbitrator.

Clause for inclusion in partnership deed

- 0.1 Any dispute or difference in connection with this deed arising between the partners or their respective representatives concerning:
- 0.1.1 its construction or application;
 - 0.1.2 any account, valuation or division of assets, debts or liabilities to be made under this deed;
 - 0.1.3 any act, deed or omission of any partner; or
 - 0.1.4 any other matter in any way relating to the partnership business or its affairs, or the rights, duties or liabilities of any person under this deed
- shall be referred to arbitration. Such arbitration shall be held in [place]. The matters in dispute shall be referred to a [sole arbitrator or tribunal of 3 arbitrators].
- 0.2 *(continue with required provisions as to appointment and procedure)*

Clause appointing arbitrator to decide disputes and to settle documents under Heads of Agreement

Any dispute or difference between the parties in connection with these Heads of Agreement shall be referred to a sole arbitrator ('the Arbitrator') appointed by the parties or, failing agreement, by *The Arbitration Company*. The Arbitrator shall have power to settle the full form of such clauses as he may in his discretion deem necessary for carrying out the true intent of the parties, such intent to be determined by the Arbitrator.

Clause for inclusion in arbitration clause where one party is resident outside the jurisdiction

All proceedings, notices of proceedings and other notices in connection with or to give effect to the arbitration shall be served upon *(agent in [jurisdiction] for the foreign party)* at his address in [place] on behalf of *(foreign party)* and *(foreign party)* shall be bound by such service as if he had himself been personally served within the jurisdiction.