

The Institute of Arbitrators Australia and Australian Centre for International Commercial Arbitration

RECOMMENDED DISPUTE RESOLUTION CLAUSES

Arbitration

The Standard Clause which is recommended for insertion in agreements where it is desired that arbitration in accordance with the Institute's Rules be the method of resolving a dispute is:

"Any dispute or difference whatsoever arising in connection with this contract shall be submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitrations."

Expedited Arbitration

The Standard Clause which is recommended for insertion in agreements where it is desired that expedited arbitration in accordance with the Institute's Rules be the method of resolving a dispute is:

"Any dispute or difference whatsoever arising in connection with this contract shall be submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators Australia Expedited Commercial Arbitration Rules."

Conciliation including Assisted Negotiation and Mediation/Arbitration

The Standard Clause which is recommended for insertion in agreements where it is desired that conciliation in accordance with the Institute's Rules be the method of resolving a dispute and where, if the dispute is not settled by this means, the dispute is referred to Arbitration in accordance with the Institute's Arbitration Rules, is:

"Any dispute or difference whatsoever in connection with this contract shall be submitted to conciliation in accordance with, and subject to, The Institute of Arbitrators Australia Rules for the Conduct of Commercial Conciliations."

"If the dispute or difference be not settled within 30 days of one party first sending to the other written notice that they are in dispute, the parties' disputes and differences shall be and are hereby submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitrations."

"Notwithstanding the existence of a dispute or difference each party shall continue to perform the Contract."

International Arbitration

“Any dispute or difference whatsoever in connection with this contract shall be, and is hereby, submitted to arbitration in accordance with, and subject to,

.....
(Insert here the Rules which are to govern the arbitration, eg. UNCITRAL Arbitration Rules, the Rules of Conciliation and Arbitration of the International Chamber of Commerce, the London Court of International Arbitration Rules, or other rules as selected by the parties.

If the parties have failed to insert the arbitration rules selected by them UNCITRAL Arbitration Rules shall apply).

“Subject to any contrary provision in the selected rules, the appointing and administering body shall be Australian Centre for International Commercial Arbitration, Melbourne/Sydney/Darwin (delete one); there shall be one arbitrator; the language of the arbitration shall be the place of arbitration shall be, and if the parties have failed to insert such language or place of arbitration, they shall be English, and Melbourne, Victoria, respectively (as the case may be).”

Copies of the Rules mentioned above are freely available from The Institute of Arbitrators Australia in your area.
For further information (03) 614-1800

REPORTING CASES

From time to time a matter in which an arbitrator has been involved may be subject to an action in the Courts.

Should such a member be so involved or become aware of such cases it would be appreciated if a copy of the judgement could be obtained and forwarded to the Institute's CAO.

Arrangements will then be made for a case note to be prepared and published in "The Arbitrator".

The co-operation of members in this matter would be very much appreciated.