

## Setld Ltd Expedited Arbitration Rules – 01/04/2025

### 1. Article 1 – Scope of Application

- 1.1 Setld Ltd (“**Setld**”) is an independent arbitration body. It administers the resolution of disputes by Arbitral Tribunals, in accordance with the Setld Ltd expedited arbitration rules (“**The Rules**”).
- 1.1 Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under The Rules, then such disputes shall be settled in accordance with The Rules.
- 1.2 In interpreting The Rules, and conducting any arbitration, all Parties must give due deference to the Parties that arbitration under the Rules shall be:
  - 1.2.1 Fair
  - 1.2.2 Speedy
  - 1.2.3 Proportionate
  - 1.2.4 Pragmatic
  - 1.2.5 Cost Sensitive
- 1.3 Where any provision of The Rules is ambiguous, silent, unclear, or deemed not to apply by Setld, the arbitration shall be conducted in accordance with the relevant provisions of the UNCITRAL Arbitration Rules.
- 1.4 In the event of a conflict between The Rules, and the UNCITRAL Arbitration Rules, The Rules shall prevail.
- 1.5 The arbitral tribunal may, in exceptional circumstances and after inviting the parties to express their views, determine that The Rules shall no longer apply to the arbitration. The arbitral tribunal shall state the reasons upon which that determination is based.

### 2. Article 2 Conduct of the Parties, Setld and the Arbitral Tribunal

- 2.1 Setld, and the Arbitral Tribunal shall:
  - 2.1.1 treat all parties equally, and fairly.
  - 2.1.2 at an appropriate stage of the proceedings give each party a reasonable opportunity to present their case.
  - 2.1.3 conduct the proceedings expeditiously taking into account the fact that the parties agreed to resolve their dispute by way of arbitration, and the time frames in The Rules.

- 2.1.4 take a pragmatic, common sense, time and costs sensitive approach to resolving the dispute.

### 3. Article 3 – Notice of Arbitration and Statement of Claim

- 3.1 The party or parties initiating recourse to arbitration ("**the Claimant**") shall communicate to the other party or parties ("**the Respondent**") a Notice of Arbitration.
- 3.2 Arbitral proceedings shall be deemed to commence the working day after a Notice of Arbitration, in compliance with 3.5 is sent to the Respondent, to Setld, and all required deposits of costs, as per Article 20, have been made in cleared funds, whichever comes later.
- 3.3 When communicating its Notice of Arbitration to the Respondent, the Claimant shall also communicate its Statement of Claim.
- 3.4 The Notice of Arbitration must include the following:
- 3.4.1 Setld assigned case reference number;
  - 3.4.2 A demand that the dispute be referred to arbitration;
  - 3.4.3 The names and contact details of the parties;
  - 3.4.4 Identification of the arbitration agreement that is invoked;
  - 3.4.5 Identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
  - 3.4.6 A brief description of the claim and an indication of the amount involved, if any;
  - 3.4.7 The relief or remedy sought;
  - 3.4.8 Confirmation from Setld that it has received the deposit of required costs for the claim.
- 3.5 The Claimant shall communicate its Statement of Claim in writing to the Respondent and to Setld at the same time as the Notice of Arbitration.
- 3.6 The Statement of Claim shall include the following particulars:
- 3.6.1 The names and contact details of the parties;
  - 3.6.2 A statement of the facts supporting the claim;
  - 3.6.3 The points at issue;
  - 3.6.4 The relief or remedy sought;
  - 3.6.5 The legal grounds or arguments supporting the claim.
- 3.7 The Notice of Arbitration can be relied upon as the Statement of Claim in so far as it complied with the requirements of the Statement of Claim at 3.6.
- 3.8 A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the arbitration agreement shall be annexed to the Statement of

Claim.

- 3.9 The Statement of Claim should, as far as reasonably possible, be accompanied by all documents and other evidence relied upon by the Claimant, or contain references to them.

#### **4. Article 4 Response to the Notice of Arbitration and Statement of Defence**

- 4.1 Within 15 days of the receipt of the Notice of Arbitration, the Respondent shall communicate to the Claimant, and Setld a response to the Notice of Arbitration, and must include :

- 4.1.1 The name and contact details of each respondent.
- 4.1.2 A response to the information set forth in the Notice of Arbitration and the Defence Case Statement.
- 4.1.3 Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction, with reasons.
- 4.1.4 responses to the information set forth in the Notice of Arbitration.

- 4.2 Within 15 days of the receipt of the Statement of Claim the Respondent must provide a Statement of Defence.

- 4.3 The Statement of Defence shall reply to the particulars of the Statement of Claim. The Statement of Defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the Respondent, or contain references to them.

#### **5. Article 5 Counter-Claim or Set Off**

- 5.1 In its Statement of Defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the Respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.

- 5.2 Any Counter-claim or Set-Off application must comply with all requirements of Article 3, including the requirement to pay deposits of costs for the claim as per Article 20.

#### **6. Article 6 - Pleas as to the jurisdiction of the Arbitral Tribunal**

- 6.1 The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.

- 6.2 A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the Statement of Defence or, with respect to a counterclaim or a claim for the purpose

of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

6.3 The arbitral tribunal may rule on a plea that it does not have jurisdiction either as a preliminary question or in an award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

6.4 The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the Respondent's failure to communicate 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.

## **7. Article 7 - Representation and assistance**

7.1 Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to all parties and to the arbitral tribunal. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, Setld, or the arbitral tribunal, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal may determine.

## **8. Article 8 - Number and appointment of arbitrators**

8.1 Setld will appoint the arbitrator.

8.2 There shall be one arbitrator, save for exceptional circumstances when Setld may appoint 3 arbitrators.

8.3 The Arbitrator, or arbitrators shall constitute the Arbitral Tribunal.

## **9. Article 9 case management**

9.1 Subject to the Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case.

9.2 The arbitral tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.

9.3 Setld and the arbitral tribunal will require the Parties to use its preferred technology, as

it considers appropriate to conduct the proceedings, including to electronic communication with the parties, specified document, and dispute management systems, and to hold consultations and hearings remotely, by telephone or video conference.

**9.4** Parties must use the electronic forms produced by Setld, as part of the Arbitral proceedings.

**9.5** Evidence must be shared in the method, and manner prescribed by Setld to include file naming conventions.

**9.6** Setld, and/or the Arbitration Tribunal may use the following examples of case management techniques to control the case, time and costs in the case:

- 9.6.1** Limiting the length and scope of written submissions and written and oral witness evidence (both fact witnesses and experts) so as to avoid repetition and maintain a focus on key issues.
- 9.6.2** Identifying issues that can be resolved by agreement between the parties.
- 9.6.3** Require any of the Parties to produce and provide documentary evidence.
- 9.6.4** Require any of the Parties to provide further written statements.
- 9.6.5** Requiring the parties to produce with their submissions the documents on which they rely;
- 9.6.6** Not granting requests for document production;
- 9.6.7** In those cases where requests for document production are considered appropriate, limiting such requests to documents or categories of documents that are relevant and material to the outcome of the case;
- 9.6.8** Establishing reasonable time limits for the production of documents;
- 9.6.9** Using a schedule of document production to facilitate the resolution of issues in relation to the production of documents.
- 9.6.10** Using telephone or video conferencing for procedural and other hearings and use of technology that enables online communication among the parties, the arbitral tribunal and Setld.
- 9.6.11** Seek from the Parties agreement on the settlement or termination of the case.
- 9.6.12** Terminate the arbitral proceedings.

**9.7** A Party may apply for the other Party to produce documents, exhibits or other evidence. The arbitral tribunal may reject any request, in part or in full.

**9.8** The Parties at any time may apply to extend or abridge any period of time prescribed under the Rules, ordered by Setld, or the arbitrator.

**9.9** The arbitral tribunal may at any time, extend or abridge any period of prescribed time.

## **10. Article 10 Hearings**

**10.1** The default position is that decisions made under The Rules shall be conducted on the basis of documents and other materials, alone, not hearings.



**10.2** The Parties at any time may apply for an online hearing.

**10.3** In exceptional circumstances the arbitrator may, decide that hearings will be held.

## **11. Article 11 – Counterclaims or claims for the purpose of set-off**

**11.1** A counterclaim or a claim for the purpose of a set-off shall be made no later than in the statement of defence provided that the arbitral tribunal has jurisdiction over it.

**11.2** The Respondent may not make a counterclaim or rely on a claim for the purpose of a set-off at a later stage in the arbitral proceedings, unless the arbitral tribunal considers it appropriate to allow such claim having regard to the delay in making it or prejudice to other parties or any other circumstances.

## **12. Article 12 – Amendments and supplements to a claim or defence**

**12.1** During the course of the arbitral proceedings, a party may not amend or supplement its claim or defence, including a counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it appropriate to allow such amendment or supplement having regard to when it is requested or prejudice to other parties or any other circumstances. However, a claim or defence, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal.

## **13. Article 13 Evidence**

**13.1** Each party shall have the burden of proving the facts relied on to support its claim, counter-claim, set-off or defence.

**13.2** Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.

**13.3** At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine.

**13.4** The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

**13.5** The arbitral tribunal may decide which documents, exhibits or other evidence the parties should produce. The arbitral tribunal may reject any request, to establish a procedure whereby each party can request another party to produce documents.

**13.6** Statements by witnesses, including expert witnesses, shall be presented in writing and signed by them.

**13.7** The arbitral tribunal may decide which witnesses, including expert witnesses, shall testify to the arbitral tribunal if hearings are held.

#### **14. Article 14 – Default**

**14.1** If, within the period of time fixed by the Rules or the arbitral tribunal, without showing sufficient cause:

**14.1.1** The Claimant has failed to communicate its Statement of Claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;

**14.1.2** The Respondent has failed to communicate its response to the Notice of Arbitration or its Statement of Defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; the provisions of this subparagraph also apply to a Claimant's failure to submit a Defence to a Counterclaim or to a Claim for the purpose of a set-off.

**14.1.3** Any Party has failed to pay the necessary cost on deposit, or otherwise the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, or that the proceedings should continue, unless there are remaining matters that may need to be decided, and the arbitral tribunal considers it appropriate to do so.

#### **15. Article 19 – Allocation of costs**

**15.1** The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

**15.2** The arbitral tribunal shall in the final award or, if it deems it appropriate, in any other award, determine any amount that a party may have to pay to another party, to include SetId, as a result of the decision on allocation of costs.

#### **16. Article 15 – Period of time for making the award**

**16.1** The award shall be made within two months from the date of the constitution of the arbitral tribunal unless otherwise agreed by the parties.

**16.2** The arbitral tribunal may, in exceptional circumstances and after inviting the parties

to express their views, extend the period of time to make the award. The extended period of time shall not exceed a total of three months from the date of the valid Notice of Arbitration being served on Setld.

16.3 If the arbitral tribunal concludes that it is at risk of not rendering an award within three months from the date of the constitution of the arbitral tribunal, it shall propose a final extended time limit, state the reasons for the proposal, and invite the parties to express their views within a fixed period of time. The extension shall be adopted only if all parties express their agreement to the proposal within the fixed period of time.

16.4 If there is no agreement to the extension in 15.3, any party may make a request that The Rules no longer apply to the arbitration. After inviting the parties to express their views, the arbitral tribunal may determine to continue to conduct the arbitration in accordance with the UNCITRAL Arbitration Rules.

## **17. Article 16 - Form and effect of the award**

17.1 The arbitral tribunal may make separate awards on different issues at different times.

17.2 All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.

17.3 No reasons for the award are to be given.

17.4 An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the place of arbitration.

17.5 An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.

17.6 Copies of the award signed by the arbitrators shall be communicated to the parties by Setld.

## **18. Article 16 - 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 arbitral proceedings or, if requested by the parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on 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 arbitral proceedings becomes unnecessary or impossible for any reason, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so.



## **19. Article 17 – Definition of costs**

**19.1** The arbitral tribunal shall fix the costs of arbitration in the final award and, if it deems appropriate, in another decision.

**19.2** The term “costs” includes:

**19.2.1** All costs incurred by Setld, and the Arbitrator(s);

**19.2.2** The reasonable travel and other expenses incurred by the arbitrators;

**19.2.3** The reasonable costs of expert advice and of other assistance required by the arbitral tribunal;

**19.2.4** The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;

**19.2.5** The legal and other costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;

## **20. Article 18 Fees and expenses of Setld**

**20.1** Setld sets fixed costs of the arbitral proceedings at 15% of any:

**20.1.1** Claim

**20.1.2** Counter-Claim

**20.1.3** Set-Off

**20.1.4** or £500 per Claim, Counter-Claim and Set-Off whichever is the greater amount.

**20.2** Setld may, at its discretion, or by way of prior written agreement, discount, or forgo entirely any costs of the arbitral proceedings.

**20.3** Setld may set additional costs, as per the annexed table of costs, where necessary, to include:

**20.3.1** Pleas that the Arbitral Tribunal lacks Jurisdiction

**20.3.2** Applications to amend timings.

**20.3.3** Applications to require disclosure of documents.

**20.3.4** Applications for hearings.

**20.3.5** Dealing with non-compliance by a Party with the Rules, and/or Case Management procedures.

**20.3.6** Unusually large or complex cases for the size of the claim.

**20.3.7** Evidence submitted in excess of the limits set by Setld or the Arbitral Tribunal.

**20.4** Setld will endeavor to complete arbitration within the stated costs. However, it reserves the right to increase any, and all costs, for any reason. Any increase in costs, above those stated in Annex 1 of The Rules, will be communicated to both parties, and agreement sought. In the event that agreement cannot be reached between the Parties on the increase in costs. Setld may determine that The Rules shall no longer apply to the arbitration, and determine that it will not administer the resolution of the

dispute(s) by arbitral tribunal(s).

**20.5** The costs stated by SetId that will apply, shall be taken into account by the arbitral tribunal in fixing its fees to the extent that it considers appropriate in the circumstances of the case.

## **21. Article 20 Deposit of costs**

**21.1** The Parties must deposit the full costs at the time of any costs incurring application, including but not limited to all costs as per Article 18.

**21.2** If payment is not made within the allotted time, SetId or the arbitral tribunal may not progress, or order the suspension or termination of the arbitral proceedings, as it pertains to the claim, or part of the claim for which deposits of costs is not paid.

**21.3** On application by the relevant Party, in the interests of justice and fairness, SetId may waive the need for deposit of costs incurred in relation to any application made. Any costs incurred as a result of the application for which deposit costs have not been paid, may be sought from either Party after the decision has been made, and communicated to the Parties.

**21.4** After a termination order or final award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received.

## **22. Article 21 – Exclusion of liability**

**22.1** Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, SetId and any person appointed by the SetId based on any act or omission in connection with the arbitration.

## Appendix 1 – Costs

Application	Costs
Claim	15% of claim amount, or £500 whichever is greater
Counter-Claim	15% of claim amount, or £500 whichever is greater
Set-Off	15% of claim amount, or £500 whichever is greater
Pleas that the Arbitral Tribunal lacks Jurisdiction	£300
Applications to amend timings	£100
Applications to require disclosure of documents (not contested)	£100
Applications to require disclosure of documents (contested)	£300 - £600 (depending on size and complexity of the application)
Applications for hearings	£300
Dealing with non-compliance by a Party with the Rules, and/or Case Management procedures	£100 for each substantive non-compliance
Evidence submitted in excess of the limits set by Setld or the Arbitral Tribunal	£300 p/h to review evidence in excess of the limits set by Setld or the Arbitral Tribunal.
Pleas that the Arbitral Tribunal lacks Jurisdiction	£300
Hearing Fee	To be confirmed prior to incurring costs in excess of the fixed, and additional costs.
Unusually large or complex cases for the size of the claim	
Conducting the Arbitration in line with the UNCITRAL rules	
Provision of expert evidence to assist the Arbitral Tribunal	
Appointment of 3 Arbitrators	
Any other disbursements as they arise	
All prices are quoted in, and payable in Great British Pounds.	
Where Value Added Tax is payable, it is added to the costs at 20%.	