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**BRUSSELS CHAMBER OF COMMERCE AND INDUSTRY**  
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**ARBITRATION REGULATIONS**

# **BRUSSELS CHAMBER OF COMMERCE AND INDUSTRY**

## **ARBITRATION OFFICE**

### **SECTION I**

#### *Constitution of arbitration tribunals*

##### Article 1

Arbitration tribunals exist within the BRUSSELS CHAMBER OF COMMERCE AND INDUSTRY and take cognizance of all commercial disputes submitted to them.

#### **Request for arbitration**

##### Article 2

Any person who intends to obtain the settlement of a dispute through arbitration shall seize the Office secretariat with a written request containing:

1. a statement of the day, month and year;
2. the precise indication of the parties' identity;
3. the subject of the dispute and the requests formulated;
4. a reference to the arbitration agreement;
5. a photocopy of the intervening agreements and all other documents deemed useful.

Moreover, the applicant shall notify the opposing party by registered letter of its intention to have recourse to arbitration; this notification shall refer to the arbitration agreement and indicate the subject of the dispute if it was not stated in this agreement. A copy of the request described in the previous paragraph is to be enclosed with the notification.

### Article 3

The Office secretariat shall transmit a copy of the request for arbitration to the defendant by registered letter deposited at a post office and request it to state its response to the request submitted by the plaintiff, its position regarding the language of arbitration and ask it to supply all useful documents within fifteen days.

The Office secretariat shall immediately communicate the defendant's response to the plaintiff, which has a fifteen day period to reply or to modify its request.

The secretariat can extend the periods stated in the previous paragraphs if justifications are invoked before they expire.

### **Circumstances where arbitration cannot occur**

### Article 4

If no arbitration agreement exists or if the agreement does not refer to the BRUSSELS CHAMBER OF COMMERCE AND INDUSTRY, arbitration cannot occur if the defendant does not respond within the set period or if it declines arbitration through intervention by the BRUSSELS CHAMBER OF COMMERCE AND INDUSTRY.

### **Cases where arbitration can occur despite the refusal or abstention of one party**

### Article 5

When the parties have agreed to have recourse to arbitration by the BRUSSELS CHAMBER OF COMMERCE AND INDUSTRY, in compliance with its set of regulations, they are bound to submit to it, and all of the provisions of this set of regulations apply.

### **Number of arbitrators**

### Article 6

The arbitration tribunal is always made up of a single arbitrator.

(\*) The arbitration tribunal can nonetheless be made up of several arbitrators, if the parties request this by mutual agreement; in this case, each party shall designate its arbitrator in the request for arbitration and in the first response and the third arbitrator shall be designated by the two other arbitrators; in the event of disagreement the third arbitrator shall be appointed by the President of the Office.

## **Appointment of the arbitrator**

### Article 7

The arbitrator is appointed by the President of the Office, in the absence of agreement by the parties on the appointment of an arbitrator, notified in the month of the request described in Article 2.

### Article 8

The arbitrator must be independent of the parties to the case.

The President of the Office shall notify the appointment to each party.

The President of the Office shall settle any difficulty relating to the appointment of the arbitrator; he can notably refuse to approve an arbitrator or award a supplementary period, when circumstances demand this.

The decisions made by the President of the Office are not open to any recourse. They neither prejudice the arbitrator's power to pronounce on his competence nor a party's right to invoke the incompetence of the arbitration tribunal.

## **Objection and non-fulfilment of the arbitrator's task**

### Article 9

The parties can object to the arbitrator appointed subject to the conditions provided for by Articles 828 and following, 1690 and 1691 Paragraphs 1 and 2 of the Judicial Code.

If an arbitrator withdraws or an objection to him is accepted, he is competent to arrange his replacement in compliance with the rules applicable to his appointment.

Replacement of the arbitrator does not affect the validity of the arbitration agreement.

## SECTION I

### *The arbitration tribunal's task*

#### Article 10

Before all other duties, the arbitration tribunal shall draw up a deed stipulating its task, containing:

1. The parties' surnames, first names, domicile and capacities.
2. A statement of the circumstances of the case, the subject of the dispute and determination of the disputed points to be resolved.
3. A presentation of the claims.
4. The arbitrator's name and domicile.
5. Where applicable, an indication that the arbitrator will be able to rule as a conciliator.
6. The commitment by the parties to accept any arbitration ruling as handed down purely and simply as a last resort.
7. A commitment to respect the procedural rules in this set of regulations and, where the latter is silent, the rules stated in Articles 1676 and following of the Belgian Judicial Code.
8. The language of the proceeding, which can be French, Dutch, English or German.
9. All other references which may be required to ensure the ruling is bound by legal sanctions or which are deemed useful by the Office.
10. The periods in which the parties shall communicate their files and schedule for proceedings setting the dates for conclusion and pleas; conclusions communicated or deposited after the set dates shall be eliminated from the proceedings.

## Article 11

The deed described in the previous article must be signed by the parties and the arbitration tribunal.

A copy is kept in the Office secretariat.

The validity of the proceedings is not affected by the refusal of one of the parties to participate in the drawing up of the deed described in the previous article or to sign it, if it is bound to have recourse to arbitration by the BRUSSELS CHAMBER OF COMMERCE AND INDUSTRY.

## **SECTION III**

### *Arbitration procedure*

#### **Preliminary investigation of the case**

## Article 12

The arbitration tribunal shall investigate the case in the shortest possible period using all appropriate means.

The arbitration tribunal can notably order an investigation, an expert evaluation, a visit to the scene and also generally take any measure described in Article 1696 of the Belgian Judicial Code.

## Article 13

The proceedings are written, except where one of the parties or the arbitration tribunal request them to form the subject of a verbal debate.

In the event of a verbal debate, the arbitration tribunal shall set the dates for hearings, regulate the order of the hearings and direct debate.

#### Article 14

The parties shall be validly convened by a registered letter deposited at the post office, in the absence of agreement to the contrary.

#### Article 15

All of the documents, items and conclusions which one party asserts must have been communicated to the other party and the Arbitration tribunal in the stipulated period; failing this, the Arbitration tribunal shall reject these documents, items or conclusions from the proceedings.

#### **New requests**

#### Article 16

Any new request must be submitted in writing.

Except where the parties agree, the arbitration tribunal can only take cognizance of these requests if these come within the limits of its task.

#### **Arbitration period**

#### Article 17

The Office can allot the period in which the ruling must be handed down to the arbitration tribunal; this period cannot be longer than 30 days from the close of debate.

The Office can prolong this period if circumstances demand.

## SECTION IV

### *The arbitration ruling*

#### **Drawing up the ruling**

##### Article 18

The ruling is drawn up in writing and signed by the arbitration tribunal.

##### Article 19

The ruling shall be motivated and, apart from the mechanism, shall include at least the following information:

- The surnames, first names and domicile of the arbitration tribunal members.
- The parties' surnames, first names or company names, domiciles or registered offices.
- The subject of the dispute.
- The date on which it was submitted.
- The location of arbitration and the location where the ruling is handed down.

#### **Notification of the ruling**

##### Article 20

A copy of the signed ruling is notified by registered letter deposited at the post office to each party by the President of the arbitration tribunal, once he is assured that expenses and fees have been settled in advance.

A copy of the ruling shall be deposited in the Office secretariat.

The president of the arbitration tribunal shall deposit the original copy of the ruling at the Court of First Instance registry; he shall notify the parties of the deposit.

The arbitration tribunal's task terminates after these formalities are accomplished.

## **Execution of the arbitration ruling**

### Article 21

Each arbitration ruling is definitive and handed down as a last resort. Rulings handed down by default are neither liable to a stay of execution nor appeal.

The parties are bound to execute the arbitration ruling without delay. They generally renounce all of the channels of recourse that they can validly renounce.

## **Costs**

### Article 22

The arbitration ruling settles the costs and decides which party shall be bound to pay these or the proportion in which these are to be shared among the parties.

### Article 23

The arbitration costs notably include the arbitrator's fee, administrative expenses and experts' fees and expenses.

The arbitrator's fee and the administrative expenses are set by the Office.

### Article 24

The parties are bound to pay a provision to guarantee payment of the arbitration costs; the Office can also claim a supplementary provision during the arbitration, notably in the event of a new request or counterclaim.

Except for an agreement to the contrary among the parties, these amounts shall be borne in equal shares; in the event of non-payment by one party, the most diligent party shall advance the amount which it owes.

Failure to pay the provisions within the set period shall lead to suspension of the arbitration tribunal's task.

## SECTION V

### *General provisions*

#### Article 25

The parties are recommended to use the following arbitration clause:

*"Any dispute relating to the validity, interpretation or execution of this contract shall be submitted to an arbitration tribunal established by the BRUSSELS CHAMBER OF COMMERCE AND INDUSTRY Conciliation and Arbitration Office, in compliance with the set of regulations governing this Office".*

It is also advisable to stipulate the location of arbitration and the language of the proceedings.

#### Article 26

In the absence of a contractual stipulation, the parties shall choose the language of the arbitration proceedings by mutual agreement.

In the absence of agreement, each of the parties can present its means in French or Dutch, as it chooses.

The translation expenses deemed necessary by the arbitration tribunal are included among the costs.

### **SECTION III PROVISIONS COMMON TO THE PREVIOUS SECTIONS**

#### Article 27

The BRUSSELS CHAMBER OF COMMERCE AND INDUSTRY declines all responsibility for losses likely to arise from arbitration proceedings or errors made by an arbitrator; the parties renounce any harassment of it on these grounds.

## Article 28

The arbitration fees are calculated in compliance with the scale enclosed in the annex.

The expenses and outgoings are added to these.

## Article 29

In all cases not provided for in this set of regulations, the Arbitration Office and arbitration tribunal shall rule in compliance with the standards in Belgian law.

This set of regulations enters into force on 1 January 2004; it cancels and replaces the previous set of regulations.

## SCALE

### Scale of arbitration fees

from 0 to EUR 10,000:  
above EUR 10,000:

16 % with a minimum of EUR 500  
10% with a maximum of EUR 20,000