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PART I

KUALA LUMPUR REGIONAL CENTRE FOR ARBITRATION (KLRCFA)

FAST TRACK RULES 2010

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INTERPRETATION

1. Unless the context otherwise requires, words and expressions below shall bear the meanings and/or definitions ascribed respectively below :

“the Centre” means The Kuala Lumpur Regional Centre for Arbitration;

“the Director” means the Director of the Centre, and in the event the Director is unable or incapable of acting for any reason whatsoever, refers to any other person who may be authorized by the Director in writing.

“these Rules” means the Centre’s Fast Track Rules 2010.

“the Act” means the Malaysian Arbitration Act 2005 (Act 646) or any statutory modification or re-enactment to the Act.

2. Where the parties to a contract have provided in writing for reference to arbitration under these Rules, then such dispute(s) shall be referred and finally determined in accordance with these Rules. These Rules shall be subject to any such amendments as the Centre may have adopted to take effect on or before the commencement of the arbitration, unless the parties have agreed otherwise.
3.
 - 3.1 For the purposes of these Rules, notices, statements, submissions or other documents used in arbitration may be delivered personally to the party or delivered by leaving the document at the party’s habitual residence, place of business or mailing address; or, if none of these can be ascertained after making reasonable inquiry, then documents may be delivered by leaving them at the party’s last- known residence or place of business;
 - 3.2 If a party is represented by an advocate and solicitor or any other authorized agent in respect of the arbitral proceedings, all notices or other documents required to be given or served for the purposes of the arbitral proceedings together with all decisions, orders and awards made or issued by the tribunal shall be treated as effectively served if served on that advocate and solicitor or authorized agent;
 - 3.3 The date that a party has had or ought to reasonably have had notice of a document is deemed to be the date that the particular document is delivered to that party. Delivery of documents to the Centre or its officers shall be in accordance with these Rules.

4. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, statement, submission or other document is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non business days occurring during the running of the period of time are included in calculating the period.

COMMENCEMENT OF ARBITRATION

5. Arbitration proceedings under these Rules, shall be deemed to have commenced when the party initiating the arbitration (the “Claimant”) delivers to the other party (the “Respondent”) a notice in writing stating its intention to commence an arbitration under these Rules (the “Notice of Arbitration”). A copy of the Notice of Arbitration shall, for information purposes only, be delivered at the same time to the Centre and be marked for the attention of the Director.
6. The Notice of Arbitration shall include: -
 - 6.1 The names and mailing addresses of the parties to the dispute;
 - 6.2 A brief summary of the matters in respect of which the parties are in dispute;
 - 6.3 Reference to the agreement by which the dispute is to be arbitrated under these Rules;
 - 6.4 The name and professional details of at least one (1) individual nominated by the Claimant as candidate for the role of a single arbitrator for the dispute;
 - 6.5 A copy of the arbitration agreement; and
 - 6.6 A comprehensive Statement of Case in accordance with Rule 14 signed by or on behalf of the Claimant.
7. The copy of the Notice of Arbitration delivered to the Centre shall be accompanied by a cheque drawn in favour of the Centre in such sums as may from time to time be prescribed by the Centre as the fee for commencing arbitration under these Rules.

APPOINTMENT OF ARBITRATOR

8. Any arbitration conducted under these Rules shall be conducted by a sole arbitrator (the "Arbitrator") whose appointment shall be agreed in writing by the parties within seven (7) days of the commencement of arbitration.
9. Where parties have failed to reach an agreement in writing to the appointment of an arbitrator after seven (7) days of the commencement of the arbitration, then either party shall within seven (7) days thereafter notify the Director of the same in writing and refer the appointment of the arbitrator to the Director. The Director shall, within fourteen (14) days from such notification appoint an arbitrator to hear and/or determine the dispute, notify the parties of the appointment, and provide the parties with the Arbitrator's name and mailing address.
10. The request for appointment of an arbitrator shall be accompanied by a cheque drawn in favour of the Centre in such sum as may from time to time be prescribed by the Centre as the appointment fee.
11. Upon the appointment of the Arbitrator (whether by parties' agreement or appointment by the Director), the Claimant shall forthwith provide the Arbitrator with a copy of the Notice of Arbitration.
12. The remuneration of the Arbitrator shall be in accordance with such rates and fees as may from time to time be prescribed by the Centre as the rates and fees applicable to arbitrators' remuneration for arbitration under these Rules (SCHEDULE 1).

PROCEDURE AND JURISDICTION

13. Subject to these Rules, the Arbitrator shall have the powers permitted by law and under the Act to ensure the just, expeditious, economical and final determination of the dispute(s) in the reference. In this regard, the Arbitrator shall conduct the arbitration in such manner as he or she considers appropriate but in a manner to achieve expeditious, economical and final determination of the dispute(s) in the reference, save that at all times the Arbitrator shall ensure that the parties are treated equally and are given reasonable opportunity to present their case. Without limiting the generality of the foregoing, the Arbitrator's powers and jurisdiction to achieve the just, expeditious, economical and final determination of the dispute(s) in the reference shall include the power and jurisdiction to:

- 13.1 establish any other procedure not covered by these Rules which are deemed suitable to achieve the just, expeditious, economical and final determination of the dispute;
- 13.2 order any submission or other materials to be delivered in writing or electronically;
- 13.3 limit the submission or production of any documents by the parties;
- 13.4 order specific disclosure and discovery of limited identified documents or types of documents which have not been produced in the statement of case, defence or reply, upon application by a party on justifiable grounds;
- 13.5 fix deadlines for any procedure including submissions and production of documents and to accordingly proceed with the arbitration without attaching any weight to any submission or productions of documents which do not fulfill the deadlines;
- 13.6 use own specialist knowledge provided that parties are given opportunity to address any matter relating to the specialist knowledge that the Arbitrator wishes to apply to the award;
- 13.7 appoint independent experts to inquire and report on specific matters with the consent of the parties as to the appointment and the costs related thereto;
- 13.8 carry out physical inspection of any matter or item that is related to the subject matter of the reference to arbitration;
- 13.9 to ascertain the facts and/or law inquisitorially provided that parties are given opportunity to address any facts and/or law that the Arbitrator wishes to apply to the award;
- 13.10 issue such directions on the procedure and process for the substantive hearings as may be necessary for the expedient determination of the dispute(s) in the reference including but not limited to:-
 - 13.10.1 the manner in which the time at the hearing is used;
 - 13.10.2 directing that evidence in chief of any witnesses will be limited only to affirmed witness statements and no further examination in chief of any witness is allowed except for corrections to the witness statements and directions for the simultaneous exchange of these witness statements;

PROCEDURE AND JURISDICTION (CONT'D)

- 13.10.3 directing that witness statements in reply can be lodged if parties choose to do so and directions for the simultaneous exchange of these witness statements;
- 13.10.4 directing that in the absence of any witness statements, the parties' signed Statement of Case, Statement of Defence (and Counterclaim, if any) and Statement of Reply (and Defence to Counterclaim, if applicable) shall serve as the parties' evidence at the hearing;
- 13.10.5 directing limited time for cross-examination allocated to each party;
- 13.10.6 directing limited time for re-examination allocated to each party;
- 13.10.7 directing the limit or specifying the number of witnesses and/or experts that is to be dealt with in the hearing;
- 13.10.8 directing that the issues to be cross-examined of particular witnesses or experts to be put in writing and given to only the Arbitrator for approval;
- 13.10.9 directing that any issues to be cross-examined of particular witnesses or experts are irrelevant and not to be raised in the hearing;
- 13.10.10 directing that any other issues cross-examined of particular witnesses or experts, apart from those approved by the Arbitrator, will be given no weight;
- 13.10.11 ordering pre-hearing interrogatories to be answered;
- 13.10.12 conducting the questioning of witnesses or experts himself/herself;
- 13.10.13 requiring two or more witnesses and/or experts to give their evidence together;
- 13.10.14 final written submission, if required, to be served and exchanged simultaneously with a limited right for an expeditious written submission in reply.

STATEMENT OF CASE

14. Without limiting its comprehensive nature, the (“Statement of Case”) shall contain the following information: -
 - 14.1 A statement of the facts and sufficient particulars supporting the Claimant’s position in the case and any related claims;
 - 14.2 Copies of all documents relied upon in the statement of facts and sufficient particulars;
 - 14.3 Copies of any other documents considered relevant to the Claimant’s case and claims;
 - 14.4 The contentions of fact and law supporting the Claimant’s position and copies of any particular legal authority that Claimant intends to rely upon;
 - 14.5 All items of relief and remedy sought by the Claimant; and
 - 14.6 All quantifiable items of claim shall be accompanied with the relevant calculations and breakdowns to substantiate the quantum (where applicable).

STATEMENT OF DEFENCE (AND COUNTERCLAIM, IF ANY)

15. Within twenty-eight (28) days of the commencement of arbitration, the Respondent shall deliver to the Arbitrator and the Claimant a comprehensive statement of defence (“Statement of Defence”) to the Claimant’s Statement of Case, signed by or on behalf of the Respondent. Where the Respondent desires to advance a counterclaim against the Claimant, a comprehensive statement of the case and claim relating to the counterclaim signed by or on behalf of the Respondent must be included in the same document as the Statement of Defence and such document shall be entitled “Statement of Defence and Counterclaim”.
16. Without limiting its comprehensive nature, the Statement of Defence (and Counterclaim, if any) shall contain the following information: -
 - 16.1 A confirmation or denial of the Claimant’s case and claims;
 - 16.2 A statement of the facts and sufficient particulars supporting the Respondent’s position in defending the case and claim;

STATEMENT OF DEFENCE (AND COUNTERCLAIM, IF ANY) (CONT'D)

- 16.3 Copies of all documents relied upon in the statement of facts and sufficient particulars;
- 16.4 Copies of any other documents considered relevant to the Respondent's defence;
- 16.5 The contentions of fact and law supporting the Respondent's position and copies of any particular legal authority that the Respondent intends to rely upon;
- 16.6 An identification of agreement or disagreement to any documents produced by the Claimant in the Statement of Case and contentions on the reasons for disagreements; and
- 16.7 Where a counterclaim is advanced by the Respondent, the same kind of information and documents that the Claimant is obliged to provide under these Rules in relation to the Statement of Case.

STATEMENT OF REPLY (AND DEFENCE TO COUNTERCLAIM, IF APPLICABLE)

- 17. Within seven (7) days of receipt of the Respondent's Defence (and Counterclaim, if any), the Claimant shall deliver to the Arbitrator and the Respondent a comprehensive statement of reply ("Statement of Reply") to the Respondent's defence signed by or on behalf of the Claimant. Where the Respondent has advanced a counterclaim against the Claimant, a comprehensive statement of the defence to the Respondent's counterclaim signed by or on behalf of the Claimant must be included in the same document as the Statement of Reply and such document shall be entitled "Statement of Reply and Defence to Counterclaim".
- 18. Without limiting its comprehensive nature, the Statement of Reply (and Defence to Counterclaim, if applicable) shall contain the following information: -
 - 18.1 A confirmation or denial of the Respondent's defence;
 - 18.2 A statement of the facts and sufficient particulars supporting the Claimant's position in replying to the Respondent's defence;
 - 18.3 Copies of all documents relied upon in the statement of facts and sufficient particulars;

- 18.4 Copies of any other documents considered relevant to the Claimant's reply;
 - 18.5 The contentions of fact and law supporting the Claimant's position and copies of any particular legal authority that the Claimant intends to rely upon;
 - 18.6 An identification of agreement or disagreement to any documents produced by the Respondent in the Statement of Defence and contentions on the reasons for disagreements; and
 - 18.7 Where a defence to counterclaim is advanced by the Claimant, the same kind of information and documents that the Respondent is obliged to provide under these Rules in relation to the Statement of Defence.
19. If the Respondent does advance a counterclaim and the Claimant does deliver a Statement of Reply and Defence to Counterclaim, then within seven (7) days of receipt of the Claimant's Statement of Reply and Defence to Counterclaim, the Respondent shall deliver to the Arbitrator and the Claimant a comprehensive statement of reply ("Respondent's Reply") containing the same kind of information and documents that the Claimant is obliged to provide under these Rules in relation to the Statement of Reply.
 20. If the Respondent does not advance a counterclaim, then within seven (7) days of receipt of the Claimant's Statement of Reply, the Respondent shall deliver to the Arbitrator and the Claimant an identification of agreement or disagreement to any documents produced by the Claimant in the Statement of Reply and contentions on the reasons for disagreements, signed by or on behalf of the Respondent.
 21. If there is a Respondent's Reply, then within seven (7) days of receipt of the Respondent's Reply, the Claimant shall deliver to the Arbitrator and the Respondent an identification of agreement or disagreement to any documents produced by the Respondent in the Respondent's Reply and contentions on the reasons for disagreements, signed by or on behalf of the Claimant.

DOCUMENTS-ONLY ARBITRATION

22. Where parties agree specifically to a documents-only arbitration, the Arbitrator shall, upon receipt of the Statement of Reply (and Defence to Counterclaim, if applicable), proceed to consider the dispute and publish his award in accordance with these Rules.

DOCUMENTS-ONLY ARBITRATION (CONT'D)

23. Physical attendance by parties for an oral hearing is not required in a documents-only arbitration unless, in exceptional circumstances, the Arbitrator deems it necessary for the resolution of the dispute.

CASE MANAGEMENT MEETING

24. Where parties do not agree specifically to a documents-only arbitration, the Arbitrator shall convene a meeting to be attended by both parties (“Case Management Meeting”) no later than seven (7) weeks from the date of commencement of the arbitration. Case Management Meetings may be conducted through a meeting in person, by video conference, by telephone or by any other means of communications as agreed by the parties or failing which, as determined by the Arbitrator.
25. At the Case Management Meeting, the Arbitrator shall enquire into the status of the arbitration and shall consider directions for the further conduct of the arbitration. In addition to the powers and jurisdiction of the Arbitrator as stated in these Rules, the Arbitrator shall also give:
 - 25.1 directions for the production and exchange of any statements of case, defence or reply or the compliance of any other preceding procedure in these Rules (if parties have failed to exchange such statements or comply with such procedure within the time prescribed by these Rules) to be done at such shorter number of days than that prescribed under these Rules for the party that failed to do so in the first instance. In any event, no longer than the periods prescribed under these Rules;
 - 25.2 directions that any substantive hearings are to be held at the premises of the Centre unless parties agree otherwise;
 - 25.3 directions as to the procedure and process for the substantive hearings as may be necessary for the expedient determination of the dispute(s) in the reference based on the powers and jurisdiction given to the Arbitrator under these Rules; and
 - 25.4 directions that all or any applications for interim rulings and/or further directions or orders be delivered to the Arbitrator no later than seven (7) days from the date of the completion of exchange of the statements of case,

defence or reply (if such statement have not already been exchanged in accordance with these Rules), or fourteen (14) days from the date of the Case Management Meeting (if such applications have not by such time already been delivered to the Arbitrator) and directions that such application(s) must be supported by a statement signed by or on behalf of the party setting out the grounds for the application and all relevant supporting documents. The Arbitrator shall then direct accordingly on the procedure for the expeditious determination of such application(s);

25.5 directions that any and all applications for interim rulings and/or further directions delivered to the Arbitrator after the time limit stipulated in Rule 25.4 may be refused by the Arbitrator on the sole ground that they were not delivered in accordance with the said time limits. The Arbitrator may however consider applications for interim rulings and/or further directions delivered after the time limit stipulated in Rule 25.4 if the Arbitrator is of the view that the application is necessary for the fair disposal of the arbitration and the Arbitrator shall seek the prior consent of the Director justifying the grounds for such consent.

26. Where the parties do not agree to a documents only hearing, the Arbitrator may if he considers appropriate in all the circumstances, dispense with the Case Management Meeting but shall no later than seven (7) weeks after commencement of the Arbitration, issue such directions as are necessary or expedient under Rule 25.

SUBSTANTIVE ORAL HEARINGS

27. The Arbitrator shall direct that the substantive oral hearings shall be conducted as soon as reasonably possible and in any event to commence not more than twenty (20) days after the conclusion of all the procedures and processes preceding the substantive oral hearings and that the substantive oral hearings be completed no later than hundred (100) days from the commencement of the Arbitration. The Arbitrator shall also direct that the substantive oral hearings not exceed a period of six (6) working days.

28. The Arbitrator may, if so agreed by the parties, direct a shorter period for the commencement of the substantive oral hearings from the conclusion of all the procedures and processes preceding the substantive oral hearings and/or, direct a shorter period for the completion of the substantive oral hearings from the commencement of the Arbitration and/or, direct a shorter period for the substantive oral hearings itself.

SUBSTANTIVE ORAL HEARINGS (CONT'D)

29. The parties agree to cooperate and take every opportunity to save time where possible in order to achieve the maximum periods stated in Rule 27.
30. The parties may, only by agreement, extend the maximum periods stated in Rule 27 but up to a further maximum of ten (10) days in relation to the commencement of the substantive oral hearings from the conclusion of all the procedures and processes preceding the substantive oral hearings and/or a further maximum of forty (40) days in relation to the completion of the substantive oral hearings from the commencement of the Arbitration. The period for the substantive oral hearings itself may only be extended by a further maximum of four (4) working days with the agreement of the parties and the Arbitrator.
31. Unless the party entitled to cross-examine dispenses with it, the maker of any witness statement and/or the party or parties identified in the statements and/or supporting evidence must be made available for cross-examination at the hearing. If he fails to attend, the Arbitrator may elect:-
 - 31.1 To proceed with the hearing and place such weight on his statement or evidence as the Arbitrator deems just and appropriate; or
 - 31.2 To proceed with the hearing and exclude his statement or evidence altogether.

AWARDS

32. Due to the overriding interest of an expeditious determination of the dispute(s) in the reference as a whole, the parties agree that they shall not be entitled to apply for an interim award under these Rules. In addition, the parties further agree that Section 41 of the Act is opted out in relation to the parties' arbitration agreement.
33. The Arbitrator may hear the following applications for rulings and shall be empowered to determine the following :-
 - 33.1 Applications for permission to amend the aforesaid statements or other documents delivered in the arbitration;
 - 33.2 Applications for specific disclosure of documents and facts;
 - 33.3 Such further or other applications for directions as may appear to the

Arbitrator to be necessary for the fair and expedient resolution of the dispute under arbitration; and

- 33.4 Without prejudice to the general powers conferred on the Arbitrator under Rule 13, make orders as to costs in relation to or for the purposes of Rule 33.1 to 33.3 above.

In considering any applications under this rule, the Arbitrator should have due regard to ensuring a fair and expeditious determination of the disputes in reference as a whole.

34. The award shall state the reasons upon which it is based. The award shall be signed by the Arbitrator and shall contain the date and place in which the award was made. The Arbitrator shall upon payment of all outstanding fees due to the Arbitrator deliver the award to the parties and a copy thereof to the Director.
35. With regard to a documents-only arbitration, the Arbitrator shall publish his final award expeditiously and as far as practicable no later than ninety (90) days from the commencement of the arbitration.
36. With regard to an arbitration with a substantive oral hearing, the Arbitrator shall publish his final award expeditiously and no later than hundred and forty (140) days from the commencement of the arbitration subject to such equivalent extensions as may have been agreed by the parties under Rule 30.

EXTENSION OF TIME FOR THE AWARD

37. If it appears to the Arbitrator that the final award may not be published within the time limits provided in these Rules, the Arbitrator shall before the lapse of the said time limit notify the Director and the parties in writing explaining and justifying the reasons for the delay and stating the revised estimated date of publication of the award. The Arbitrator must seek and obtain the Director's prior consent for such an extension of time for the publication of the award.

COSTS AND EXPENSES OF THE ARBITRATION

38. Section 44 of the Act is deemed to apply to these Rules by agreement of the parties.

COSTS AND EXPENSES OF THE ARBITRATION (CONT'D)

39. If the hearing date(s) has been fixed and is cancelled and replacement dates have to be fixed, cancellation fees will be charged at a fixed rate of RM1,000.00 per day for the period of the vacated dates.

WAIVER OF OBJECTIONS & TIME FOR CHALLENGE

40. For the purposes of Section 7 of the Act, the time limit for any objection is seven (7) days.
41. For the purposes of Section 15(1) of the Act, the time limit for any challenge in accordance with the said provision is seven (7) days.

EXCLUSIONS

42. Notwithstanding the delivery of documents to the Centre for its information and the appointment of an arbitrator where parties cannot agree, the Centre, its officers, employees, agents and committees are not, for the purpose of these Rules, a body administering the arbitration and are under no duty or obligation to administer or control the arbitration. Parties agree not to hold the Centre, its officers, employees, agents and committees responsible or liable for anything done or omitted to be done in the discharge or purported discharge of any power, function or duty under these Rules or in connection with any Arbitrator or arbitration under these Rules.

EX-PARTE HEARINGS

43. If without sufficient cause a party fails to attend or be represented at any of the oral hearings of which due notice was given or where a party fails after due notice to submit written evidence or lodge written submissions, the Arbitrator may continue the proceedings in the absence of that party or as the case may be, without any written evidence or written submission on his behalf, and deliver an award on the basis of the evidence before the Arbitrator.

DEPOSITS, ADVANCE AND PAYMENT OF ARBITRATOR'S FEES

44. The Arbitrator may in writing require the parties from time to time including upon the appointment of the Arbitrator and soon after the receipt of the Notice of Arbitration in accordance with Rule 11 herein and/or also after receipt of the Statement of Defence and Counterclaim if any, to provide a deposit each or further supplementary deposits each towards the fees applicable as stipulated in Rule 12. The parties shall within fourteen (14) days of receipt of the written request from the Arbitrator, pay such deposits directly to the Arbitrator (or to any other entity as directed by the Arbitrator), providing that at no time shall the Arbitrator request for deposits which collectively surpass the fees applicable.
45. The Arbitrator is entitled to drawdown on any of these deposits paid by the parties from time to time as advance payments towards the applicable fees. The Arbitrator is not required to maintain any of the deposits paid by the parties in an interest bearing account prior to such draw downs.
46. If any party fails or refuses to pay its portion of the deposit or supplementary deposit as requested, the Arbitrator shall so inform the parties in order that any other party may make the requested payment. If such a payment is then not made by the other party within fourteen (14) days of being informed by the Arbitrator (and if no payment has been forthcoming from the defaulting party), the Arbitrator may at his exclusive discretion either:
 - 46.1 proceed with the arbitration and the hearings and exercise a lien over the award until all payments of any outstanding deposit or supplementary deposit has been paid by the defaulting party or by any other party; or
 - 46.2 suspend the arbitration proceedings and/or hearings until and unless all deposits requested has been paid by the defaulting party or by any other party.
47. If for any reason the deposits or supplementary deposits towards the applicable fees are found to be insufficient when the award is ready for delivery, the Arbitrator shall inform the parties and then the party who wishes to take up the award shall pay the shortfall before taking up the award.
48. When the award has been delivered to the parties (or party as the case may be), the Arbitrator shall render a detailed account of the applicable fees to the parties taking into consideration the total deposits received and the total advance payments drawn down from time to time.

49. In the event of a mutual settlement of issues or disputes between the parties before the award is made, the parties shall be jointly and severally responsible to pay to the Arbitrator any outstanding sums towards the applicable fees including if any deposits paid prior to the mutual settlement if any, are found to be insufficient to cover the applicable fees. This rule applies irrespective of whether or not a consent award is required to be made or delivered.
50. If the whole arbitration or any issue is settled at the pre-hearing stage reducing the quantum claimed, then the fee applicable is to be recalculated on the new quantum and 40% of the difference between the new applicable fees and the previous applicable fees becomes payable within fourteen (14) days. If the settlement occurs during the hearing or after the hearing but before the award, 80% of the applicable fee is payable or if an issue is settled reducing the quantum claimed then 80% of the difference between the new applicable fees and the previous applicable fees becomes payable within fourteen (14) days.

CORRECTION OF THE AWARD

51. Within fourteen (14) days of receipt of an award, any party upon written notice to the others may request the Arbitrator to correct any errors of computation, any clerical or typographical errors, slips or omissions in the award and the Arbitrator may within fourteen (14) days of receipt of the request, make such corrections to the award. Providing that this does not prevent the Arbitrator of his or her own violation from making such limited corrections to the award within twenty-one (21) days of the delivery of the award to the parties (or any party as the case may be). All corrections to the award shall be in writing and shall form part of the award.

INTERPRETATION OF THE AWARD

52. Within fourteen (14) days of receipt of an award, any party upon written notice to the others may request the Arbitrator to give an interpretation of the award or any part thereof and the Arbitrator may provide such an interpretation in writing within fourteen (14) days of receipt of the written notice requesting the same. The written interpretation shall form part of the award.

ADDITIONAL AWARD

53. Where any issue or dispute within the reference is omitted or not covered within the award, any party may within fourteen (14) days of receipt of an award issue a written application to the Arbitrator copied to the other parties, to deliver an additional award as to the issue or dispute. If the Arbitrator declines or refuses to make an additional award within fourteen (14) days of such a written application, the Arbitrator shall be deemed to have decided that an additional award on the issue or dispute is not necessary. If the Arbitrator is inclined to deliver an additional award, the Arbitrator shall only do so if it is just and convenient and the omission or failure to cover the issue or dispute in the award can be rectified without further hearing or evidence providing that such an additional award is made within fourteen (14) days of receipt of the written application.
54. If the application for an additional award is made jointly by all the parties, the Arbitrator shall comply with the request and make an additional award within fourteen (14) days of the receipt of the written application.
55. The additional award shall be made in writing and shall state the reasons on which it is based. The additional award shall form part of the award.

PART II

SCHEDULE OF FEES AND ADMINISTRATION CHARGES

SCHEDULE OF FEES AND ADMINISTRATION CHARGES

SCHEDULE 1 (ARBITRATORS FEES)

Sum in Dispute (Claim + Counterclaim)	Fixed Sum
Less than RM150,000	RM10,500
RM150,001 to RM300,000	RM10,500 + 4.00% of excess over RM150,000
RM300,001 to RM600,000	RM16,500 + 3.00% of excess over RM300,000
RM600,001 to RM1,000,000	RM25,500 + 2.00% of excess over RM600,000
Over RM1,000,001	RM37,500 + 1.00% of excess over RM1,000,000

No.	Item	Charges
1	Non-Refundable Registration Fee (Payable upon delivery of notice of arbitration)	RM250
2.	Appointment Fee for request to Director of the Centre for appointment of an arbitrator (Payable upon delivery of request for appointment of an arbitrator)	RM400



PART III

KLRCA FAST TRACK MODEL ARBITRATION CLAUSE

FORM OF AGREEMENT

KLRCA FAST TRACK MODEL ARBITRATION CLAUSE

“Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Kuala Lumpur Regional Centre for Arbitration Fast Track Rules 2010.”

FORM OF AGREEMENT

Parties wishing to substitute an existing arbitration clause for one referring the dispute to arbitration under the Kuala Lumpur Regional Centre for Arbitration Fast Track Rules 2010 may adopt the following form of agreement:

“The parties hereby agree that the dispute arising out of the contract dated [insert date of contract] shall be settled by arbitration under the Kuala Lumpur Regional Centre for Arbitration Fast Track Rules 2010.”

This form may also be used where a contract does not contain an arbitration clause.



