



EXPEDITED ARBITRATION RULES 2018

© LAGOS COURT OF ARBITRATION 2018

CONTENTS

SECTION I	-	INTRODUCTORY RULES	3
Article 1	-	Scope of Application	3
Article 2	-	Written Notification and Calculation of Period of Time	3
Article 3	-	Notice of Arbitration	4
Article 4	-	Response to the Notice of Arbitration	5
Article 5	-	Reply to the Counterclaim	7
Article 6	-	Representation and Assistance	7
Article 7	-	Designating an Appointing Authority	7
SECTION II	-	COMPOSITION OF THE ARBITRAL TRIBUNAL	8
Article 8	-	Number of Arbitrators	8
Article 9	-	Appointment of a Sole Arbitrator	8
Article 10	-	Appointment of an Arbitral Tribunal	8
Article 11	-	Appointment of Arbitrators by Multiple Parties/ Appointment Arbitrators	8
Article 12	-	Special Measures Arbitrator ("SM Arbitrator")	9
Article 13	-	Appointment and Confirmation of Arbitrators	9
Article 14	-	Disclosure	10
Article 15	-	Challenge of Arbitrators	10
Article 16	-	Replacement of an Arbitrator	11
Article 17	-	Resumption of Hearings in the Event of the Replacement of an Arbitrator	11
Article 18	-	Transmission of the file to the Tribunal	11
Article 19	-	Exclusion of Liability	11
SECTION III	-	ARBITRAL PROCEEDINGS	12
Article 20	-	General Provisions	12
Article 21	-	Terms of Reference	12
Article 22	-	Provisional Timetable	13
Article 23	-	Place of Arbitration	14
Article 24	-	Language	14
Article 25	-	Amendments to the Claim or Defence	14
Article 26	-	Further Written Statements	14
Article 27	-	Periods of Time	15
Article 28	-	Interim Measures	15
Article 29	-	Evidence	16
Article 30	-	Hearings	16
Article 31	-	Experts Appointed by the Arbitral Tribunal	17
Article 32	-	Default	17
Article 33	-	Closure of Hearings	18
Article 34	-	Waiver of Right to Object	18

SECTION IV -	THE AWARD	19
Article 35 -	Decisions	19
Article 36 -	Form and Effect of the Award	19
Article 37 -	Applicable Law (<i>Amiable Compositeur</i>)	20
Article 38 -	Settlement or Other Grounds for Termination	20
Article 39 -	Interpretation of the Award	20
Article 40 -	Correction of the Award	21
Article 41 -	Additional Award	21
Article 42 -	Definition of Costs	21
Article 43 -	Advance to cover the costs of the Arbitration	22
Article 44 -	Allocation of Cost	23
SECTION V -	GENERAL PROVISIONS	23
Article 45 -	Final Provisions	23
ANNEXURES		24

Preamble

In recognition of the need to have a set of rules to govern the resolution of disputes expeditiously by way of institutional arbitration, these Rules were passed by the board of the Lagos Court of Arbitration on the 1st day of -----2018 to assist in the effective resolution of disputes and for the proper and expeditious conduct of arbitral proceedings and other connected purposes.

SECTION I - INTRODUCTORY RULES

Article 1

Scope of Application

1. Where parties have agreed in writing that disputes between them in respect of a defined legal relationship, whether contractual or not shall be referred to arbitration under the Lagos State Arbitration Law, 2009 ("Arbitration Law, 2009") or under the Arbitration Rules of the Lagos Court of Arbitration ("LCA Rule") and the parties have further opted for the LCA Expedited Procedure then such disputes shall be settled in accordance with these Rules, subject to such modifications as the parties may agree.
2. Parties may choose to have their disputes settled in accordance with the LCA Rules, notwithstanding that they have agreed in writing that disputes between them shall be referred to arbitration under any law other than the Arbitration Law, 2009.
3. Reference to the Rules shall include the Schedule of Registration Fees and Administrative Charges of the LCA as well as the Schedule of Arbitrators' Fees in effect on the date of commencement of the arbitration.
4. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

Article 2

Written Notifications and Calculation of Periods of Time

1. A notice, including pleadings, a notification communication or proposal, and all other written communications may be transmitted by any means of communication that provides or allows for a record of its transmission. Such notice and all its annexed documents shall be supplied in a number of copies sufficient to provide a copy for each party, each arbitrator and the Secretariat.
2. If an address has been designated by a party specifically for this purpose or authorized by the Arbitral Tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed to have been received. Delivery by an electronic means such as facsimile or e-mail may only be made to an address so designated or authorized. A notice is deemed to be delivered when delivery is made by registered post, courier, receipt, email or any means of communication that provides a record of the sending thereof.

3. In the absence of such designation or authorization, a notice is:
 - (a) received if it is physically delivered to the addressee or its representative; or
 - (b) deemed to have been received if it is delivered at the place of business, habitual residence or mailing address of the addressee or its representative.
4. If after reasonable efforts, delivery cannot be effected in accordance with paragraph 2 or 3, a notice is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means that provides a record of delivery or of attempted delivery.
5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4, or attempted to be delivered in accordance with paragraph 4. A notice transmitted by electronic means is deemed to have been received on the day it is sent, except that a notice of arbitration so transmitted is only deemed to have been received on the day when it reaches the addressee's electronic address.
6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice 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 following business day. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Article 3

Notice of Arbitration

1. The party (ies) that initiates recourse to arbitration (hereinafter called the "Claimant") shall communicate to the Executive Secretary of the LCA ("Executive Secretary") a Notice of Arbitration. The Secretariat shall notify the Claimant and the Respondent of the receipt of the notice and the date of such receipt.
2. Arbitral proceedings shall be deemed to commence on the date on which the Secretariat receives the notice of arbitration.
3. The notice of arbitration shall include the following:-
 - (a) A demand that the dispute be referred to arbitration;
 - (b) The names in full, description, address and other contact details of each of the parties;
 - (c) Identification of the arbitration agreement that is invoked;
 - (d) Identification of any contract or other legal instrument out of or in which the dispute arises or, in the absence of such contract or instrument a brief description of the relevant relationship;

- (e) A description of the dispute giving rise to the claim and an indication of the amount involved, if any;
 - (f) The relief or remedy sought; and
 - (g) The name, address, telephone number(s) and email address of the Claimant's nominee if the arbitration agreement calls for party nomination of arbitrators.
 - (h) All other documents or information the Claimant considers appropriate for the efficient resolution of the dispute.
4. The notice of arbitration may also include (where appropriate):
- (a) A proposal for the appointment of a Sole Arbitrator referred to in Article 9, paragraph 1; or
 - (b) Notification of the appointment of an Arbitrator referred to in Article 10.
5. The constitution of the Arbitral Tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration, which shall be finally resolved by the Arbitral Tribunal.
6. The notice shall also include:
- (a) The fee prescribed in the Schedule of Registration Fees and Administrative Charges of the LCA; and
 - (b) Sufficient copies as required by Article 2(1)
7. In the event that the Claimant does not comply with any of the requirements above, the Secretariat may fix a time limit within which the Claimant must comply. In the event that the Claimant does not comply with the time limit fixed, the file shall be closed without prejudice to the Claimant's right to submit the same claims at a later date in another request.
8. The Secretariat shall send a copy of the Notice and all annexed documents to the Respondent for its response once the Secretariat has sufficient copies of the Notice and the required filing fee.

Article 4

Response to the Notice of Arbitration

1. Within 14 days of the receipt of the notice, the Respondent shall communicate to the Executive Secretary a response to the notice of arbitration, which shall include:
- (a) The names in full, description, address and other contact details of each Respondent;

- (b) The names in full, description, address and other contact details of any persons representing the Respondent in the arbitration.
 - (c) Comments including a confirmation or denial of the circumstances giving rise to the dispute and the claims of the Claimant.
 - (d) Response to the relief sought by the Claimant.
2. The response to the notice of arbitration may also include:
- (a) Any plea that an Arbitral Tribunal to be constituted under these Rules lacks jurisdiction;
 - (b) A proposal for the appointment of a Sole Arbitrator referred to in Article 9, paragraph;
 - (c) Notification of the appointment of an arbitrator referred to in Article 10; and
 - (d) In case the Respondent formulates a claim against a party to the arbitration agreement other than the Claimant, a notice of arbitration in accordance with Article 3 of these Rules.
3. A counterclaim or claim for the purpose of a set-off, if any, including where relevant, an indication of the amount(s) involved, and the relief or remedy sought shall be included in the Response and shall include:
- (a) A description of the circumstances of the dispute which gives rise to a counterclaim and the basis for the counterclaim;
 - (b) A statement of the relief sought and the sums of any monetary counterclaims;
 - (c) Any relevant agreements and arbitration agreements.
4. The Respondent shall submit the Response to the Secretariat in the number of copies specified by Article 2(1)
5. The Secretariat shall communicate the Response and the annexed documents to all other parties.
6. 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 resolved finally by the Arbitral Tribunal.

7. The Secretariat may grant an extension of time to the Response for submitting the Response. An extension will not be granted unless the application to extend time contains the observations or proposals of the Respondent about the choice and number of arbitrators, and where required, the nomination of an arbitrator. If the Respondent fails to comply, the Secretariat shall proceed in accordance with the Rules.

Article 5

Reply to the Counterclaim

The Claimant shall submit a reply to any counterclaim within 7 days from the receipt of the Counterclaim.

Article 6

Representation and Assistance

Each party may be represented or assisted by persons chosen by them. The names and addresses of such persons must be communicated to all parties and to the Arbitral Tribunal and the Executive Secretary. 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, the Arbitral Tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the Arbitral Tribunal may determine.

Article 7

Designating an Appointing Authority

1. Unless the parties have already agreed on the choice of an appointing authority, the LCA shall be the appointing authority in all proceedings to be determined under the Arbitration Law, 2009.
2. Where these Rules provide for a period of time within which a party must refer a matter to an appointing authority and no appointing authority has been agreed on or designated, the period is suspended from the date on which a party initiates the procedure for approaching the LCA until the date of such agreement or designation.
3. If the appointing authority (where the appointing authority is not the LCA) refuses to act, or fails to appoint an arbitrator within 30 days after receipt of a party's request to do so, or fails to act within any other period provided by these Rules or fails to decide on a challenge to an arbitrator within a reasonable time after receiving a party's request to do so, any party may request the LCA to be the appointing authority.
4. In exercising its functions under these Rules, the appointing authority may require from any party and the arbitrators any information it deems necessary and it shall give the parties and, where appropriate, the arbitrators the opportunity to present their views in any manner they consider appropriate. The sender shall also provide all other parties with all such communications to the appointing authority.

5. When the appointing authority is requested to appoint an arbitrator, the party making the request shall send copies of the notice of arbitration to the appointing authority and, if it exists, any response to the notice of arbitration.
6. The appointing authority shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and where necessary shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties. .

SECTION II - COMPOSITION OF THE ARBITRAL TRIBUNAL

Article 8

Number of Arbitrators

If the parties have not previously agreed on the number of arbitrators, there shall be only one arbitrator. The decision that there shall be a sole arbitrator and the appointment of the sole arbitrator shall be communicated to the parties by the Secretariat.

Articles 9

Appointment of a Sole Arbitrator

1. If the parties have agreed that a sole arbitrator is to be appointed and they may within 10 days after the Notice of Arbitration was received by the Secretariat, agree on the nomination of a sole arbitrator for the confirmation of the Secretariat. In the event that after 10 days the parties have not reached an agreement thereon, a sole arbitrator shall be appointed by the Secretariat.

Article 10

Appointment of an Arbitral Tribunal

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The nominations shall be made in the Notice of Arbitration and the Response respectively. The Secretariat shall appoint the third arbitrator who will act as the presiding arbitrator of the Arbitral Tribunal.
2. If a party fails to nominate an arbitrator as required above, the appointment shall be made by the Secretariat.

Article 11

Appointment of Arbitrators by Multiple Parties/Appointment of Multiple Arbitrators

1. For the purposes of Article 10, paragraph 1, where three arbitrators are to be appointed and there are multiple parties as Claimant or as Respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as Claimant or as Respondent shall nominate an arbitrator for confirmation by the Secretariat within 10 days of the Receipt of the Notice of Arbitration.

2. If the parties are unable to jointly nominate an arbitrator(s) the Secretariat shall be at liberty to appoint the arbitrator(s) for the defaulting joint parties.

Article 12

Special Measures Arbitrator ("SM Arbitrator")

1. A party that needs urgent; preservatory and/or special measures prior to the constitution of an Arbitral Tribunal may make an application to the LCA Secretariat for such measures and the appointment of a Special Measures Arbitrator ("SM Arbitrator") .
2. The Secretariat upon receipt of an application duly made under this rule shall, where it deems fit, appoint a Special Measures Arbitrator:
3. The appointed SM Arbitrator may act, subject to the following:
 - (a) The application is made to the LCA Secretariat prior to the transmission of the reference to the arbitral tribunal.
 - (b) The application requests the SM Arbitrator's decision by way of an order.
 - (c) The parties undertake to comply with any order made by the SM Arbitrator (in the absence of both parties undertaking the applying party undertakes to pay damages).
 - (d) The SM Arbitrator's order does not foreclose the arbitral tribunal from any finding of fact or determination.
4. Any order made by the SM Arbitrator expressly reserves the power of the substantive tribunal to reallocate the costs of such proceedings and determine any claims arising out of or in connection with the compliance or noncompliance with the order.

PROVIDED ALWAYS that the SM Arbitrator shall not exercise any powers (or may rescind any orders made) where it is shown that the parties have agreed to another pre-arbitral procedure that provides for the granting of conservatory, interim or similar measures or the parties have agreed to opt out of the this rule.

Article 13

Appointment and Confirmation of Arbitrators

1. The President of the Lagos Court of Arbitration shall make all confirmations and appointments of arbitrators. The President shall in confirming or appointing arbitrators consider the prospective arbitrator's nationality, residence, availability and ability to conduct the arbitration in accordance with the Rules.

Article 14

Disclosure

When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality, independence or availability. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall immediately disclose any such circumstances to the parties and the other arbitrators unless they have already been informed by him or her of these circumstances.

Article 15

Challenge of Arbitrators

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality, independence or availability.
2. A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.
3. In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of performing his or her functions, the procedure in respect of the replacement of an arbitrator as provided in Article 16 shall apply.
4. A party that intends to challenge an arbitrator shall send notice of its challenge to the Secretariat within 7 days after it has been notified of the appointment of the challenged arbitrator, or within 7 days after the circumstances mentioned in Articles 15(1) become known to that party. The notice of challenge shall state the reasons for the challenge.
5. The notice of challenge shall be communicated to all other parties, to the arbitrator who is challenged, to the other arbitrators by the Secretariat.
6. When an arbitrator has been challenged by a party, all parties may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his or her appointment. In neither case does this imply acceptance of the validity of the grounds for the challenge.
7. If, within 7 days from the date of the notice of challenge, not all parties agree to the challenge or the challenged arbitrator does not withdraw, the party making the challenge may elect to pursue it. In that case, within 7 days from the date of the notice of challenge, it shall seek a decision on the challenge from the Secretariat.
8. The Secretariat shall decide on the admissibility and the merits of the challenge after taking submissions from the other party and the challenged arbitrator.

Article 16

Replacement of an Arbitrator

1. Subject to Paragraph 2 of this Article, in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided in Articles 9 to 11 applicable to the appointment or choice of the arbitrator being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party has failed to exercise its right to appoint or to participate in the appointment.
2. If, at the request of a party, the Secretariat determines that, in view of the exceptional circumstances of the case it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, the Secretariat may, after giving an opportunity to the parties and the remaining arbitrators to express their views:
 - (a) appoint the substitute arbitrator; or
 - (b) after the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award.

Article 17

Resumption of Hearings in the Event of the Replacement of an Arbitrator

If an arbitrator is replaced during proceedings, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the Arbitral Tribunal decides otherwise.

Article 18

Transmission of the File to the Arbitral Tribunal

Immediately the arbitral tribunal is constituted, the Secretariat shall transmit the file to the tribunal provided that the advance on costs requested by the Secretariat at that stage has been paid.

Article 19

Exclusion of Liability

1. Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the Arbitral Tribunal, the Secretariat and any person appointed by the Arbitral Tribunal based on any act or omission in connection with the arbitration.
2. After the award has been made and the possibilities of correction and additional awards have lapsed or have been exhausted, neither the Arbitral Tribunal, the Secretariat nor any person appointed by the Arbitral Tribunal shall be under any legal obligation to make any statement to any person about any matter concerning the arbitration, nor shall any party seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration.

SECTION III - ARBITRAL PROCEEDINGS

Article 20

General Provisions

1. Subject to these Rules, the Arbitral Tribunal may conduct the arbitration in such manner, as it considers appropriate, provided that the parties are treated equally and that at an appropriate stage of the proceedings each party is given a reasonable opportunity to presents its case. The Arbitral Tribunal, in exercising its discretion, shall conduct the proceedings in a manner that avoids unnecessary delay and expense and provides a fair and efficient process for resolving the parties' dispute.
2. If at an appropriate stage of the proceedings any party so requests, the Arbitral Tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the Arbitral Tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted based on documents and other materials only.
3. All communications to the Arbitral Tribunal by one party shall be communicated by that party to all other parties and the Secretariat. Such communications shall be made at the same time, except as otherwise permitted by the Arbitral Tribunal if it may do so under the applicable law.
4. The Arbitral Tribunal may, at the request of any party, allow one or more third parties to be joined in the arbitration as a party provided such person was a party to the arbitration agreement, unless the Arbitral Tribunal finds, after giving all parties, including the person or persons to be joined the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. The Arbitral Tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.
5. The Secretariat may extend the time limit set out in the rules for the performance of any act pursuant to a reasoned request from any of the parties before the file is transmitted to the arbitral tribunal, or from the arbitral tribunal itself. The Secretariat may also extend time limits on its own initiative if it decides it is necessary to do so.

Article 21

Terms of Reference

1. Once the arbitral tribunal has received the file from the Secretariat, it shall draw up in the presence of the parties and taking into consideration the parties submissions, a document determining its Terms of Reference.

2. The Terms of Reference shall include the following information:
 - (a) the full names, description, address and other contact details of the parties and their representatives.
 - (b) The addresses (physical and electronic) submitted by each party as the address to which notifications are to be sent.
 - (c) A summary of the respective claims of each party and the relief sought.
 - (d) A list of the issues to be determined, unless the arbitral tribunal considers this to be inappropriate in the circumstances of the case.
 - (e) The full names, address and other contact details of the arbitrator(s).
 - (f) The place of the arbitration.
 - (g) Any other information the arbitral tribunal deems necessary for the efficient resolution of the dispute.
3. The Terms of Reference shall be signed by the arbitral tribunal and all the parties and transmitted to the Secretariat within 21 days of the receipt of the case file from the Secretariat by the arbitral tribunal.
4. In the event that any party refuses to participate in the drawing up of the Terms of Reference or to sign same, the Terms of Reference shall be submitted to the Secretariat by the arbitral tribunal for approval.
5. Once the Terms of Reference have been signed or approved in accordance with these rules, the arbitration shall proceed. No party shall be allowed to make new claims, which fall outside the Terms of Reference unless the arbitral tribunal so authorises after a consideration of the nature of the claims, the stage of the arbitration and other relevant circumstances.

Article 22

Procedural Timetable

1. At the time when the Terms of Reference are drawn up, the arbitral tribunal shall establish the provisional timetable for the arbitration.
2. The arbitral tribunal shall transmit the provisional timetable to the Secretariat at the time that the Terms of Reference are transmitted to the Secretariat.
3. The arbitral tribunal may at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under the provisional timetable. Such extensions shall be communicated to the Secretariat immediately by the arbitral tribunal.

Article 23

Place of Arbitration

1. If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be determined by the Secretariat having regard to the circumstances of the case. The award shall be deemed to have been made at the place of arbitration.
2. The Arbitral Tribunal may meet at any location it considers appropriate for deliberations and any other purpose. After consultation with the parties, the Arbitral Tribunal may also meet for hearings at any location it considers appropriate.

Article 24

Language

1. Subject to an agreement by the parties, and if the parties have not previously agreed on the language of the arbitration, the Arbitral Tribunal shall after its appointment, promptly determine the language(s) to be used in the proceedings.
2. The Arbitral Tribunal may order that any documents annexed to the Statement of Claim or Statement of Defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language(s) agreed upon by the parties or determined by it.
3. Where there is a conflict between the Arbitration Law 2009 and these Rules, or where parties do not agree on the language to be used, the provisions of Section 36 of the law shall prevail.

Article 25

Amendments to the Claim or Defence

During the course of the arbitral proceedings, a party may amend or supplement its claim or defence, including a counter-claim or a claim for the purpose of a set-off, unless the Arbitral Tribunal considers it inappropriate to allow such amendment or supplement, having regard to the delay in making it or prejudice to other parties or any other circumstances. A claim or defence, including a counter-claim or a claim for the purpose of a set-off, may however not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the Terms of Reference and the jurisdiction of the Arbitral Tribunal.

Article 26

Further Written Statements

The Arbitral Tribunal shall decide which further written statements, in addition to the Statement of Claim and the Statement of Defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

Article 27

Periods of Time

The periods of time fixed by the Arbitral Tribunal for the communication of written statements (including the Statement of Claim and the Statement of Defence) should not exceed 14 days. However, the Arbitral Tribunal may extend the time limits if it concludes that an extension is justified.

Article 28

Interim Measures

1. The Arbitral Tribunal may, at the request of a party, grant interim measures.
2. Interim measures are any temporary measures by which, at any time prior to the issuance of the award that decides the dispute finally, the Arbitral Tribunal orders a party, for example and without limitation, to:
 - (a) maintain or restore the status quo pending determination of the dispute;
 - (b) take action that would prevent, or refrain from taking action that is likely to cause:
 - (i) current or imminent harm; or
 - (ii) prejudice to the arbitral process itself;
 - (c) provide a means of preserving assets out of which a subsequent award may be satisfied; or
 - (d) preserve evidence that may be relevant and material to the resolution of the dispute.
3. The party requesting interim measures under paragraphs 2(a) to (c) shall satisfy the Arbitral Tribunal that:
 - (a) harm not adequately reparable by an award of damages is likely to result if the measures are not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measures are directed if granted; and
 - (b) there is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the Arbitral Tribunal in making any subsequent determination.
4. With regard to a request for interim measures under paragraph 2(d), the requirements in paragraphs 3(a) and (b) shall apply only to the extent that the Arbitral Tribunal considers appropriate.
5. The Arbitral Tribunal may modify, suspend or terminate any interim measures it has granted upon the application of any party or, in exceptional circumstances and upon prior notice to the parties, on its own initiative.
6. The Arbitral Tribunal may require the party requesting any interim measures to provide appropriate security in connection with the interim measure(s).

7. The Arbitral Tribunal may require any party to promptly disclose any material change in the circumstances upon which the interim measure was requested or granted.
8. The party requesting any interim measures may be liable for any costs and damages caused by the interim measure(s) to any party if the Arbitral Tribunal later determines that, in the circumstances then prevailing, the interim measure(s) should not have been granted. The Arbitral Tribunal may award such costs and damages at any point during the proceedings.
9. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Article 29

Evidence

1. Each party shall have the burden of proving the facts relied on to support its claim or defence.
2. Witnesses, including expert witnesses who are presented by the parties to testify before the Arbitral Tribunal on any issue of fact or area of expertise, may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to any party. Unless otherwise directed by the Arbitral Tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.
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 it shall determine.
4. The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Article 30

Hearings

1. In the event of an oral hearing, the Arbitral Tribunal shall give the parties adequate advance notice of the date, time and place thereof. Unless the parties have otherwise jointly consented, hearings will be held not later than 60 days from the commencement of the arbitration. The oral hearing shall be for a maximum of two days.
2. Witnesses, including expert witnesses, may be heard and questioned in the manner and under the conditions set forth by the Arbitral Tribunal.
3. Hearings shall be held *in camera* unless the parties agree otherwise. The Arbitral Tribunal may require the sequestration of any witness or witnesses, including expert witnesses, during the testimony of other witnesses, except that a witness, including an expert witness, who is a party to the arbitration, shall not in principle, be asked to step out of the proceedings.

4. The Arbitral Tribunal may direct that witnesses, including expert witnesses, be examined through means of telecommunication (such as video conferencing) that do not require their physical presence at the hearing.

Article 31

Experts Appointed by the Arbitral Tribunal

1. After consultation with the parties, the Arbitral Tribunal may appoint one or more independent experts to report to it in writing on specific issues, for its determination. A copy of the terms of reference established for the expert(s) by the Arbitral Tribunal shall be communicated to the parties and the Secretariat. .
2. The expert(s) shall before accepting the appointment submit to the Arbitral Tribunal, the Secretariat and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the Arbitral Tribunal, the parties shall notify the Arbitral Tribunal and the Secretariat of any objections as to the expert's qualifications, impartiality or independence. The Arbitral Tribunal shall decide promptly whether to accept or reject any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party only becomes aware after the appointment has been made. The Arbitral Tribunal shall decide promptly what, if any, action to take.
3. The parties shall give the expert(s) any relevant information or produce for his or her inspection any relevant documents or goods required of them. Any dispute between a party and such expert as to the relevance of the required information, documents or goods shall be referred to the Arbitral Tribunal for decision.
4. Upon receipt of the expert's report, the Arbitral tribunal shall forward a copy of the report to all the parties who shall be given the opportunity to express their opinion on the report in writing. A party shall be entitled to examine any document upon which the expert has relied in his or her report. The report shall also be forwarded to the Secretariat by the arbitral tribunal.
4. At the request of any party after the submission of the report, the expert(s) may be invited to a hearing where the parties shall have the opportunity to interrogate the expert(s). At this hearing, any party may present expert witnesses to testify on the points in issue.

Article 32

Default

1. If, within the period of time fixed by these Rules or the Arbitral Tribunal and without showing sufficient cause:

- (a) the Respondent has failed to forward 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 sub-paragraph also apply to a Claimant's failure to submit a defence to a counter-claim or to a claim for the purpose of a set-off.
2. If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause, the Arbitral Tribunal may proceed with the arbitration.
3. If a party, duly invited by the Arbitral Tribunal to produce documents, exhibits or other evidence, fails to do so within the prescribed period of time without showing sufficient cause, the Arbitral Tribunal may make the award based on the evidence before it.

Article 33

Closure of Hearings and Proceedings

1. Prior to the closing of the hearings and the proceedings, the Arbitral Tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and if there are none it may declare the hearings and the proceedings closed. The proceedings should be closed, wherever reasonably possible within not more than three months after the establishment of the tribunal.
2. The Arbitral Tribunal may, if it considers it necessary owing to exceptional circumstances, decide on its own initiative or upon application of a party to reopen the hearings or proceedings at any time before the award is made.
3. Once the arbitral tribunal closes the hearing or proceedings, no further submission or arguments may be made, or evidence produced, with respect to the matters to be decided in the award without the express authorization of the arbitral tribunal.
4. The arbitral tribunal shall, once it closes the proceedings, inform the parties and the Secretariat of the date it intends to publish the award to the parties.

Article 34

Waiver of Right to Object

A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such a party to make such an objection, unless the party can show that under the circumstances its failure to object was justified.

SECTION IV - THE AWARD

Article 35

Decisions

1. When there is more than one arbitrator, any award or other decision of the Arbitral Tribunal shall be made by a majority of the arbitrators. The award should, wherever reasonably possible, be made within one month of the closure of the proceedings.
2. In the case of questions of procedure, where there is no majority or where the Arbitral Tribunal so authorizes, the presiding arbitrator may decide alone, subject to review if necessary, by the Arbitral: Tribunal.

Article 36

Form and Effect of the Award

1. 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.
2. The Arbitral Tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.
3. 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. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
4. The presiding or sole arbitrator shall be responsible for delivering the award to the Secretariat, which shall transmit certified copies to the parties, provided that the costs of the arbitration have been paid to the Secretariat in accordance with Article 43.
5. A monetary award may be expressed in such currency as may be applicable to the proceedings and as claimed by the successful party.
6. The Arbitral Tribunal may order that simple or compound interest shall be paid by any party on any sum awarded/ at such rates as the Arbitral Tribunal determines to be appropriate, without being bound by rates of interest imposed by any court, and in respect of any period that the Arbitral Tribunal determines to be appropriate, ending not later than the date upon which the award is complied with.
7. An award may be made public with the consent of all the parties, or where and to the extent that a legal duty to disclose is required of a party in order to protect or pursue a legal right, or in relation to legal proceedings before a court or other competent authority.

Article 37

Applicable Law (Amiable Compositeur)

1. The Arbitral Tribunal shall apply the rules of the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Arbitral Tribunal shall apply any law that it determines to be appropriate.
2. The Arbitral Tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorized it to do so.
3. In all cases, the Arbitral Tribunal shall decide in accordance with the terms of the contract, if any and shall take into account any usage of trade applicable to the transaction.

Article 38

Settlement or Other Grounds for Termination

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 proceedings or, if requested by the parties, 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.
2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the Arbitral Tribunal shall inform the parties and the Secretariat of its intention to issue an order for the termination of 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 it considers it appropriate to do so.
3. Copies of the order for termination of proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the Arbitral Tribunal to the parties and to the Secretariat. Where an arbitral award on agreed terms is made, the provisions of Article 36, paragraphs 2, 4 and 5, shall apply.

Article 39

Interpretation of the Award

1. Within 30 days after the receipt of the award a party, with notice to the other parties and the Secretariat, may request that the Arbitral Tribunal give an interpretation of the award.
2. The interpretation shall be given in writing within 45 days after the receipt of the request. The interpretation shall form part of the award and the provisions of Article 36, shall apply.

Article 40

Correction of the Award

1. Within 30 days after the receipt of the award, a party, with notice to the other parties and the Secretariat, may request the Arbitral Tribunal to correct any error in computation, any clerical or typographical error or any error or omission of a similar nature in the award. If the Arbitral Tribunal considers that the request is justified, it shall make the correction within 45 days of receipt of the request.
2. The Arbitral Tribunal may within 30 days after the communication of the award make such corrections where necessary on its own initiative.
3. Such corrections shall be in writing and shall form part of the award. The provisions of Article 36 shall apply.

Article 41

Additional Award

1. Within 14 days after the receipt of the termination order or the award, a party, with notice to the other parties and the Secretariat, may request the Arbitral Tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the Arbitral Tribunal.
2. If the Arbitral Tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 30 days after the receipt of the request. The Arbitral Tribunal may if necessary, upon approval of the Secretariat, extend the period of time within which it shall make the award.
3. When such an award or additional award is made, the provisions of Article 36, shall apply.

Article 42

Definition of Costs.

1. The term "costs" includes only:
 - (a) The fees of the Secretariat and the Arbitral Tribunal to be stated separately as to each arbitrator and to be fixed by the Secretariat in accordance with the scale of fees in force at the time of the commencement of the arbitration;
 - (b) The reasonable travel and other expenses incurred by the arbitrators;
 - (c) The reasonable costs of expert advice and of other assistance required by the Arbitral tribunal; -
 - (d) The reasonable travel and other expenses of witnesses to the extent that such expenses are approved by the Arbitral Tribunal;

- (e) 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; and
2. In relation to interpretation, correction or completion of any award under Articles 39 to 41, the Arbitral Tribunal may charge the costs referred to in paragraphs 21b) to (e), but no additional fees.

Article 43

Advance to cover the Costs of the Arbitration

1. Upon the receipt of the Notice of Arbitration, the Secretariat may request the Claimant to pay a provisional advance in an amount intended to cover the costs of the arbitration until the Terms of Reference have been drawn up.
2. A provisional advance paid by the Claimant shall be considered as a partial payment by the Claimant of any advance on costs fixed by the Secretariat pursuant to Article 43.
3. The Secretariat shall fix the advance on costs taking into consideration the amount likely to cover the fees and expenses of the arbitrators and the administrative expenses of the Secretariat. The advance on costs shall be payable in equal shares by the Claimant and the Respondent.
4. In the event that a party submits a counterclaim or claims a right to a set-off, the Secretariat shall fix separate advances on costs for the claim and the counterclaim/right to set-off. Each party shall pay the advance on costs corresponding to its claims.
5. The Secretariat may readjust the amount set as advance on costs at any time during the arbitration. In the event that a party fails to pay its share of the advance on costs, any party is at liberty to pay the other party's share of the advance on costs.
6. Where the parties fail to comply with a request from the Secretariat for advance on costs, the Secretariat after consultation with the arbitral tribunal, may direct the arbitral tribunal to suspend its work and impose a time limit for the payment of the advance on costs. The time limit set shall not be less than 10 days and on its expiry the relevant claim shall be considered as withdrawn if the payment is not made. Where the affected party objects to this measure, it must make a request within the aforementioned time limit for the matter to be decided by the Secretariat. A matter whose claim is deemed withdrawn shall not be prevented on the ground of such withdrawal, from reintroducing the same claims at a later date in another proceeding.

Article 44

Allocation of Costs

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.
2. The Arbitral Tribunal shall in the final award or if it deems appropriate in any other award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.
5. After a termination order or final award has been made, the Secretariat shall render an account to the parties of the deposits received and return any unexpended balance to them.

SECTION V - GENERAL PROVISIONS

Article 45

Final Provisions

1. The text of these Rules in the official language of the Lagos Court of Arbitration and any other language that it is translated into shall be equally authentic.
2. These Rules may be cited as the Lagos Court of Arbitration Expedited Rules, 2018.



CHARLES ADEYEMI CANDIDE-JOHNSON, SAN, FCI Arb
PRESIDENT

ANNEXURES :

(I) Model Arbitration Clause for Contracts

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 Lagos Court of Arbitration Rules.

II) Model Waiver Statement

The parties hereby waive their right to any form of recourse to any court or other competent authority against an arbitral award, insofar as such waiver can validly be made under the applicable law.

[OR]

The parties hereby agree that any right to any form of recourse to any court against an arbitral award shall not extend to any rights of appeal that may be available from any decision of such court.

(III) Model Statements of Independence Pursuant to Article 11 of the Rules

(a) No circumstances to disclose

I am impartial and independent of each of the parties and intend to remain so. To the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality, independence or availability. I shall promptly notify the parties and the other arbitrators of any such circumstances that may subsequently come to my attention during this arbitration. I further confirm, based on the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently and efficiently, and in accordance with the time limits prescribed by the LCA Rules.

(b) Circumstances to disclose

I am impartial and independent of each of the parties and intend to remain so. Attached is a statement made pursuant to Article 11 of the Lagos Court of Arbitration Rules of my past and present professional, business and other relationships with the parties and any other relevant circumstances.

[Include Statement.]

I confirm that those circumstances do not affect my independence and impartiality. I shall promptly notify the parties and the other arbitrators of any such further relationships or circumstances that may subsequently come to my attention during this arbitration.

(IV)

Model Guidelines on Conflicts of Interest

The International Bar Association (IBA) Guidelines on Conflicts of Interest in International Arbitration, 2004.