

CONTENTS

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

SECTION IV -	THE AWARD	25
Article 33 -	Decisions	25
Article 34 -	Form and Effect of the Award	25
Article 36 -	Applicable Law (<i>Amiable Compositeur</i>)	26
Article 37 -	Settlement or Other Grounds for Termination	27
Article 38 -	Interpretation of the Award	27
Article 39 -	Correction of the Award	28
Article 40 -	Additional Award	28
Article 41 -	Definition of Costs	29
Article 42 -	Allocation of Cost	31
Article 43 -	Deposit for Costs	31
SECTION V -	GENERAL PROVISIONS	32
Article 44 -	Final Provisions	32
ANNEXURES		33

Preamble

In recognition of the need to have a set of rules to govern institutional and ad hoc arbitration, these Rules were passed by the board of the Lagos Court of Arbitration on the 1st day of March 2011 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, 2011 ("LCA Rules, 2011") 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 2011, 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

Notice and Calculation of Periods of Time

1. A notice, including a notification communication or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.
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.
3. In the absence of such designation or authorization, a notice is:
 - (a) received if it is physically delivered to the addressee; or
 - (b) deemed to have been received if it is delivered at the place of business, habitual residence or mailing address of the addressee.
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 other party or parties (hereinafter called the "Respondent") a notice of arbitration and, where the parties have agreed that the arbitration is to be administered by the LCA, to the Executive Secretary of the LCA ("Executive Secretary").
2. Arbitral proceedings shall be deemed to commence on the date on which the Respondent 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 and contact details 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 brief description of 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.
4. The notice of arbitration may also include:

- (a) A proposal for the designation of an appointing authority referred to in Article 6, paragraph 1;
 - (b) A proposal for the appointment of a Sole Arbitrator referred to in Article 8, paragraph 1; or
 - (c) Notification of the appointment of an Arbitrator referred to in Article 9.
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. Where the notice is also communicated to the Executive Secretary, it shall also include:
- (a) The fee prescribed in the Schedule of Registration Fees and Administrative Charges of the LCA; and
 - (b) confirmation that copies of the notice have been, or are being simultaneously, served on all other parties to the arbitration by one or more means of service permitted by this Article, to be identified in such confirmation.

Article 4

Response to the Notice of Arbitration

1. Within 30 days of the receipt of the notice (or such lesser period as may be fixed by the LCA), the Respondent shall communicate to the Claimant and where necessary, to the Executive Secretary a response to the notice of arbitration, which shall include:
- (a) The name and contact details of each Respondent;
 - (b) A response to the information set forth in the notice of arbitration, pursuant to Article 3, paragraphs 3(c) to (g).
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 designation of an appointing authority referred to in Article 6, paragraph 1;
 - (c) A proposal for the appointment of a Sole Arbitrator referred to in Article 8, paragraph;
 - (d) Notification of the appointment of an arbitrator referred to in Article 9;

- (e) A brief description of counterclaims or claims 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; and
 - (f) 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. 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.

Article 5

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, where applicable, 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 6

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. Except as referred to in Article 40, paragraph 4(b), 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 pursuant to Articles 8,9,10 or 13, 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 7

Number of Arbitrators

If the parties have not previously agreed on the number of arbitrators, there shall be only one arbitrator.

Articles 8

Appointment of a Sole Arbitrator

1. If the parties have agreed that a sole arbitrator is to be appointed and if within 30 days after receipt by all other parties of a proposal for the appointment of a sole arbitrator the parties have not reached an agreement thereon, a sole arbitrator shall, at the request of a party, be appointed by the appointing authority.
2. The appointing authority shall appoint the sole arbitrator as promptly as possible. In making the appointment, the appointing authority shall use the following procedure, unless the parties agree that the procedure should not be used or the appointing authority determines in its discretion that the use of the procedure is not appropriate for the case:
 - (a) The appointing authority shall communicate an identical list containing at least three names to each of the parties.
 - (b) Within 15 days after the receipt of this list, each party may return the list to the appointing authority after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;
 - (c) After the expiration of the above period of time the appointing authority shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;
3. If for any reason the appointment cannot be made in accordance with this procedure, the appointing authority may exercise its discretion in appointing the sole arbitrator.

Article 9

Appointment of an Arbitral Tribunal

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Arbitral Tribunal.
2. If within 14 days after receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator it has appointed, the first party may give notice in writing to the party in default proposing the appointment of its arbitrator to act as sole arbitrator.
3. If within 7 days of receipt of the notice in paragraph 2 above the party in default does not make the required appointment, the other party may appoint its arbitrator as sole arbitrator and the award of such arbitrator shall be binding on the parties as if the arbitrator had been appointed sole arbitrator by agreement of the parties.
4. If within 30 days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by the appointing authority in the same way as a sole arbitrator would be appointed under Article 8.

Article 10

Appointment of Arbitrators by Multiple Parties/Appointment of Multiple Arbitrators

1. For the purposes of Article 9, 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 appoint an arbitrator.
2. If the parties have agreed that the Arbitral Tribunal is to be composed of a number of arbitrators other than one or three, the arbitrators shall be appointed according to the method agreed upon by the parties.
3. In the event of any failure to constitute the Arbitral Tribunal under these Rules, the appointing authority shall, at the request of any party, constitute the Arbitral Tribunal and, in doing so, may revoke any appointment already made and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.

Article 11

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 12

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 13

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 13 shall apply.
4. A party that intends to challenge an arbitrator shall send notice of its challenge within 15 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after the circumstances mentioned in Articles 11 and 12 become known to that party.

5. The notice of challenge shall be communicated to all other parties, to the arbitrator who is challenged, to the other arbitrators and, where necessary, to the Executive Secretary. The notice of challenge shall state the reasons for the challenge.
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 15 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 15 days from the date of the notice of challenge, it shall seek a decision on the challenge from the appointing authority.

Article 14

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 8 to 10 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 appointing authority 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 appointing authority 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 15

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 16

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 appointing authority 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 appointing authority 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 17

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. As soon as practicable after its constitution and after inviting the parties to express their views, the Arbitral Tribunal shall establish the provisional timetable of the arbitration. The Arbitral Tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.
3. 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.
4. All communications to the Arbitral Tribunal by one party shall be communicated by that party to all other parties. 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.
5. 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.

Article 18

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 Arbitral Tribunal 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. Unless otherwise agreed by the parties, the Arbitral Tribunal may also meet for hearings at any location it considers appropriate.

Article 19

Language

1. Subject to an agreement by the parties, the Arbitral Tribunal shall after its appointment, promptly determine the language(s) to be used in the proceedings. This determination shall apply to the Statement of Claim, the Statement of Defence, and any further written statements and, if oral hearings take place, to the language(s) to be used at such hearings.
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 20

Statement of Claim

1. The Claimant shall communicate its Statement of Claim in writing to the Respondent and to each of the arbitrators within a period of time to be determined by the Arbitral Tribunal. The Claimant may elect to treat its notice of arbitration referred to in Article 3 as a Statement of Claim, provided that the notice of arbitration also complies with the requirements of paragraphs 2 to 4 of this Article.
2. The Statement of Claim shall include the following particulars:
 - (a) The names and contact details of the parties;
 - (b) A statement of the facts supporting the claim;
 - (c) The points in issue;
 - (d) The relief or remedy sought; and
 - (e) The legal grounds or arguments supporting the claim.

3. A copy of any contract or other legal instrument out of or in relation to which the dispute arises as well as a copy of the arbitration agreement shall be annexed to the Statement of Claim.
4. The Statement of Claim should be accompanied as far as possible, by all documents and other evidence relied upon by the Claimant, or contain references to them.

Article 21

Statement of Defence

1. The Respondent shall communicate its Statement of Defence in writing to the Claimant and to each of the arbitrators within a period of time to be determined by the Arbitral Tribunal. The Respondent may elect to treat its response to the notice of arbitration referred to in Article 4 as a Statement of Defence, provided that the response to the notice of arbitration also complies with the requirements of paragraph 2 of this Article.
2. The Statement of Defence shall reply to the particulars contained in Article 19 paragraph 2(b) to (e). The Statement of Defence should be accompanied as far as possible, by all documents and other evidence relied upon by the Respondent, or contain references to them.
3. In its Statement of Defence, or at a later stage in the arbitral proceedings if the Arbitral Tribunal decides that the delay was justified under the circumstances, the Respondent may make a counter-claim or rely on a claim **for the** purpose of a set-off provided that the Arbitral Tribunal has jurisdiction over it.
4. The provisions of Article 19 paragraph 2 to 4, shall apply to a counter-claim, a claim under Article 4 paragraph 2(f) and a claim relied on for the purpose of a set-off.

Article 22

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 jurisdiction of the Arbitral Tribunal.

Article 23

Pleas as to the Jurisdiction of the Arbitral Tribunal

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

2. A plea that the Arbitral Tribunal does not have jurisdiction shall be raised no later than in the Statement of Defence or, with respect to a counter-claim or a claim for the purpose of a set-off, in the reply to the counter-claim or claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has appointed or participated in the appointment of an arbitrator. A plea that the Arbitral Tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The Arbitral Tribunal may, in either case, admit a later plea if it considers the delay justified.
3. The Arbitral Tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an award on the merits. The Arbitral Tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

Article 24

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 25

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 45 days. However, the Arbitral Tribunal may extend the time limits if it concludes that an extension is justified.

Article 26

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 27

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 28

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.
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 29

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. .
2. The expert(s) shall before accepting the appointment, submit to the Arbitral Tribunal 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 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.
5. 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 30

Default

1. If, within the period of time fixed by these Rules or the Arbitral Tribunal and without showing sufficient cause:
 - (a) the Claimant has failed to forward its Statement of Claim, the Arbitral Tribunal shall issue an order for the termination of the proceedings, unless there are remaining matters that may need to be decided and the Arbitral Tribunal considers it appropriate to do so;
 - (b) 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 31

Closure of Hearings

1. Prior to the closing of the hearings, 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 closed.
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 at any time before the award is made.

Article 32

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 33

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.
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 34

Form and Effect of the Award

1. The Arbitral Tribunal may make separate awards on different issues at different times.
2. All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.
3. 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.
4. An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the place of arbitration. 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.
5. Where the LCA is the appointing authority or has administered the arbitration, the presiding or sole arbitrator shall be responsible for delivering the award to the LCA, which shall transmit certified copies to the parties, provided that the costs of the arbitration have been paid to the LCA in accordance with Article 42.
6. Where the LCA is not the appointing authority or has not administered the arbitration, copies of the award signed by the arbitrators shall be communicated to the parties by the Arbitral Tribunal.
7. A monetary award may be expressed in such currency as may be applicable to the proceedings and as claimed by the successful party.
8. 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.

9. 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 35

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 36

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 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. Where an arbitral award on agreed terms is made, the provisions of Article 33, paragraphs 2, 4 and 5, shall apply.

Article 37

Interpretation of the Award

1. Within 30 days after the receipt of the award a party, with notice to the other parties, 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 33, paragraphs 2 to 6, shall apply.

Article 38

Correction of the Award

1. Within 30 days after the receipt of the award, a party, with notice to the other parties, 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 33, paragraphs 2 to 6, shall apply.

Article 39

Additional Award

1. Within 30 days after the receipt of the termination order or the award, a party, with notice to the other parties, 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, 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 33, paragraphs 2 to 6, shall apply.

Article 40

Definition of Costs

1. The arbitral tribunal shall fix the costs of arbitration in the final award and if it deems appropriate, in another decision.
2. The term "costs" includes only:
 - (a) The fees of the Arbitral Tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with Article 40;
 - (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
 - (f) Any fees and expenses of either the appointing authority or the LCA.
3. In relation to interpretation, correction or completion of any award under Articles 36 to 38, the Arbitral Tribunal may charge the costs referred to in paragraphs 2(b) to (f), but no additional fees.

Article 41

Arbitrators Fees and Expenses

1. The amount for the arbitrators¹ fees and expenses shall be reasonable and shall take into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case.
2. If there is an appointing authority and it applies or has stated that it will apply a schedule or particular method for determining the fees for arbitrators in international cases, the Arbitral Tribunal in fixing its fees shall take that schedule or method into account to the extent that it considers appropriate in the circumstances of the case.
3. After its constitution, the arbitral tribunal shall promptly inform the parties of how it proposes to determine its fees and expenses, including any rates it intends to apply. Within 15 days of receiving that proposal, any party may refer the proposal to the appointing authority for review. If, within 15 days of receipt of such a referral, the appointing authority finds that the proposal of the Arbitral Tribunal is inconsistent with paragraph 1, it shall make any necessary adjustments thereto, which shall be binding upon the Arbitral Tribunal.
 4. (a) When informing the parties of the arbitrators¹ fees and expenses that have been fixed pursuant to Article 39, paragraphs 2(a) and (b), the Arbitral Tribunal shall also explain the manner in which the corresponding amounts have been calculated.
 - (b) Within 15 days of receiving the Arbitral Tribunal's determination of fees and expenses, any party may refer such determination to the appointing authority for review. If no appointing authority has been agreed upon or designated, or if the appointing authority fails to act within the time specified in these Rules, then the review shall be made by the LCA.
 - (c) If the appointing authority or the LCA finds that the Arbitral Tribunal's determination is inconsistent with its proposal (and any adjustment thereto) under paragraph 3, or is otherwise manifestly excessive, it shall within 15 days of receiving such a referral, make any adjustments to the Arbitral Tribunal's determination that are necessary to satisfy the criteria in paragraph 1. Any such adjustments shall be binding upon the Arbitral Tribunal.

- (d) Any such adjustments shall either be included by the Arbitral Tribunal in its award or if the award has already been issued, be implemented in a correction to the award to which the procedure of Article 37, paragraph 3, shall apply.
5. Throughout the procedure under paragraphs 3 and 4, the Arbitral Tribunal shall proceed with the arbitration in accordance with Article 16, paragraph 1.
6. A referral under paragraph 4 shall not affect any determination in the award other than the Arbitral Tribunal's fees and expenses; nor shall it delay the recognition and enforcement of all parts of the award other than those relating to the determination of the Arbitral Tribunal's fees and expenses.

Article 42

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.

Article 43

Deposit for Costs

1. Upon its composition, the Arbitral Tribunal may request that the parties deposit an equal amount as an advance for the costs referred to in Article 39 paragraph 2(a) to (c).
2. During the course of the proceedings the Arbitral Tribunal may request for supplementary deposits from the parties.
3. If an appointing authority has been agreed upon or designated, and when a party so requests and the appointing authority consents to perform the function, the Arbitral Tribunal shall fix the amounts of any deposits or supplementary deposits only after consultation with the appointing authority, which may make any observations to the Arbitral Tribunal that it deems appropriate concerning the amount of such deposits and supplementary deposits.
4. If the required deposits are not paid in full within 30 days after the receipt of the request, the Arbitral Tribunal shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Arbitral Tribunal may order the suspension or termination of the proceedings.
5. After a termination order or final award has been made, the Arbitral tribunal shall render an account to the parties of the deposits received and return any unexpended balance to them.

SECTION V - GENERAL PROVISIONS

Article 44

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 Rules, 2011.

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.

The Arbitration Rules have been amended on 24th June 2013 by the addition of Article 11, providing for a Special Measures Arbitrator (“SM Arbitrator”) in appropriate cases.