

## Singapore bunker claims procedure (SBC Terms)

### Q.1 Application

**Q.1.1** The provisions herein shall be referred to as the Singapore Bunker Claims Procedure (SBC Terms) and shall apply to all disputes arising out of any contract for the sale and/or supply of bunkers where parties thereto expressly provide for or submit their dispute for arbitration under the SBC Terms. For the avoidance of doubt, the International Arbitration Act shall apply to an arbitration conducted under the SBC Terms.

**Q.1.2** An exchange of correspondence signifying an agreement between the parties to submit to arbitration under the SBC Terms shall be sufficient to constitute a submission of dispute for arbitration under Q.1.1.

### Q.2 Definitions

As used in the SBC Terms,

"MPA" refers to the Maritime and Port Authority of Singapore.

"Registrar" refers to the Registrar and includes the Assistant Registrar of the SIAC.

"SIAC" refers to the Singapore International Arbitration Centre.

"SSA" refers to the Singapore Shipping Association.

"The Panel" refers to the current list of persons who may serve as arbitrators under these Rules.

"Tribunal" refers to the arbitrator or all the arbitrators where more than one is appointed.

### Q.3 Commencement

**Q.3.1** A claimant under any agreement to which these provisions apply shall serve Notice thereof to the Registrar and all other potential parties to the arbitration giving the following particulars:

- a) Full name and address of parties;
- b) Full particulars of the arbitrator or arbitrators, if agreed;
- c) Brief particulars of terms of contract;
- d) Date of delivery and date on which delivery should have been made, if applicable, and a description of the supplying vessel(s);
- e) Quantity in dispute or nature and circumstances of quality dispute;
- f) Estimated amount of claim;
- g) Amount and form of security provided;

- h) If applicable, the arbitration agreement or documents evidencing a submission of the dispute for arbitration under the SBC Terms.

**Q.3.2** Every Notice shall be accompanied by the filing fee under Q.10.

**Q.3.3** Upon receipt of Notice, the Registrar shall within 7 days thereof set a time-table for filing and service of documents. Unless otherwise fixed by the Registrar, the following timetable shall apply:

- a) Points of Claim to be filed within 14 days of the date of the Registrar's notification;
- b) Points of Defence and Counterclaim to be filed within 14 days of service of Points of Claim;
- c) Points of Reply and Defence to Counterclaim, if any, to be filed within 14 days of service of Points of Defence and Counterclaim.

**Q.3.4** The date of receipt of Notice by the Registrar shall be deemed to be the date on which the arbitration has commenced.

**Q.3.5** If the parties have not agreed to the appointment of the Tribunal, the Registrar shall, within 7 days of receipt of the Points of Claim, appoint a Tribunal, as the case may be, from the Panel.

**Q.3.6** In the absence of any agreement by the parties on the number of arbitrators, the Registrar shall appoint one arbitrator from the Panel.

## **Q.4 Summary procedure**

**Q.4.1** For the expeditious disposal of claims, any party may, after the Notice is filed but before any agreeing on the appointment of any Tribunal, request that the dispute be disposed of summarily by the Registrar or a person to be appointed by him (hereafter referred to as "request for summary proceedings").

**Q.4.2** The request for summary proceedings must be in writing and must be made within 7 days of the receipt of Notice by the Registrar. A copy of the request must be served on all other parties to the dispute.

**Q.4.3** Upon receipt of the request for summary proceedings, the Registrar shall fix a date not later than 14 days from the date of receipt of the request for summary hearing of the dispute and shall inform all parties accordingly. The Registrar shall at the same time inform the parties whether the summary proceedings will be conducted by him or by another person and, if so, the name and address for service of that person.

**Q.4.4** Any party may, not later than 2 clear days before the date for summary hearing, submit to the Registrar or the person appointed by him any documents which he would be relying on, together with written submissions, if any. Copies of the same shall forthwith be served on all other parties to the summary proceedings.

**Q.4.5** At the summary hearing, the Registrar, or the person so appointed by him, is empowered, upon hearing oral arguments and/or upon considering the documents and/or written submissions submitted by any party in accordance with this rule, to make an award or dismiss the claim. For this purpose, the Registrar or the person appointed by him shall have all the powers of an arbitrator or an arbitral tribunal under the laws of Singapore and any decision of the Registrar or the person appointed by him shall have effect as a decision of such an arbitrator or arbitral tribunal.

**Q.4.6** This rule shall not apply where:

- a) the amount of claim or counterclaim exceeds or is likely to exceed SGD100,000, unless the parties agree otherwise;
- b) in the opinion of the Registrar, it is not possible for a decision to be reached within 2 days of summary hearing.

## **Q.5 Expedited arbitration**

**Q.5.1** Where a dispute is not disposed of summarily under Q.4, the Registrar, or, where the parties have agreed on the appointment of a Tribunal, the Tribunal, shall make further directions for the determination of the issues in dispute by way of an expedited arbitration.

## **Q.6 Powers**

**Q.6.1** Without prejudice to any powers elsewhere granted in these Terms or by virtue of any applicable law, the Tribunal shall have the powers to:

- a) determine the rules of law governing or applicable to the contract, or issues between the parties;
- b) allow other parties to be joined in the arbitration with their express consent, and make a single final award determining all disputes between them;
- c) allow any party, upon such terms (as to costs or otherwise) as it shall determine, to amend claims and counterclaims;
- d) extend or abbreviate any time limits provided by these provisions or by its directions;
- e) conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
- f) order the parties to take samples or make any property or thing available for inspection, in their presence, by the Tribunal or any expert;
- g) order the preservation, storage, sale or other disposal of any property or thing under the control of any party;
- h) order any party to produce to the Tribunal, and to the other parties for inspection, and to supply copies of, any documents or classes of documents in their possession or power which the Tribunal determine to be relevant;
- i) allow, refuse or limit the appearance of witnesses, whether witness of fact or expert witnesses;
- j) proceed with the arbitration and make the award notwithstanding the failure by any party to submit any document or to avail itself the opportunity to present its case;
- k) direct parties to present a statement of agreed facts which are not in dispute but are relevant to the claim and/or counterclaim, and to stipulate a time period for compliance with its directions.

## **Q.7 Hearing**

**Q.7.1** Whenever possible documents should be agreed and the case proceeds on documents, written submissions or oral arguments only.

**Q.7.2** In the case of a hearing under the summary procedure under Q.4, oral evidence shall not be presented.

**Q.7.3** In the case of an expedited arbitration under Q.5, parties may adduce oral evidence, and subject to such directions as the Tribunal may make, shall endeavour to complete the hearing within 2 days.

**Q.7.4** The hearings shall be held at the SIAC or at such place as the Registrar shall designate.

**Q.7.5** Any party may be represented by legal practitioners.

## **Q.8 Award**

**Q.8.1** An award shall be in writing and may contain directions as regards the security lodged or furnished. Except where the amount of the claim or counterclaim as appearing from the pleadings does not exceed SGD 50,000, the Tribunal shall state its reasons for the award.

**Q.8.2** The Tribunal may also award:

- a) damages for delay caused by any vessel;
- b) interests at such rate whether on simple or on compound basis;
- c) costs

whether or not such are claimed by any party.

**Q.8.3** An award shall be final, binding and enforceable in accordance with its terms. Any right of appeal to a Court of Law is expressly excluded.

**Q.8.4** The Tribunal shall make an award within 14 days after close of hearing or, where the case proceeds on documents only or written submissions, from the final date when all documents or submissions are made.

**Q.8.5** An award made by the Tribunal shall be delivered to the Registrar who shall transmit certified copies to the parties, the SSA and the MPA.

**Q.8.6** Q.8.5 shall not apply in respect of disputes arising out of any contract for the sale and/or supply of bunkers outside the port of Singapore.

## **Q.9 Security**

**Q.9.1** Any party disputing any claims made by the other may lodge with the SSA, an amount equivalent to not less than 110 % of the amount in dispute as security for the claim.

**Q.9.2** Notice of lodgements of security shall be served on all parties and on the Registrar.

**Q.9.3** Where security has been properly lodged, any claim for lien or charge based on any contract or arising out of the operation of any law or otherwise shall be deemed fully discharged. The security provided herein excluding any interests accrued thereon shall stand to the credit of the proceedings and shall be paid out in accordance with the terms of any award made thereunder. All interest accrued on the deposits of security shall be credited to SSA as contribution towards the administrative costs of this facility.

## **Q.10 Fees**

**Q.10.1** The following fees are payable by the Claimants in the first instance but may be recoverable in accordance with the terms of the Award.

Filing Fee	-	SGD 400 (Due on Notice of Dispute)
Hearing Fee	-	SGD 700 (Due on date of submission of claimant's statement of case)
Arbitrator's fee	-	SGD 1,500 per day of hearing (or part thereof) SGD 250 per hour (or part thereof) for interlocutory matters

**Q.10.2** All fees are payable to the SIAC.

## **Q.11 Arbitrators**

**Q.11.1** The SIAC shall, at all times, keep current a list of names of persons who may serve as arbitrators under these provisions.

**Q.11.2** The SSA may from time to time suggest names to be added to or deleted from the list. All additions and deletions to the Panel shall be effective only with the concurrence of the MPA.

**Q.11.3** The SSA may from time to time stipulate minimum qualifications for the appointment of arbitrators subject to the concurrence of the MPA.

## **Q.12 General**

**Q.12.1** In all matters not expressly provided for in these Terms, the Registrar and the Tribunal shall act in the spirit of these Terms and shall make every reasonable effort to ensure that the disputes are resolved expeditiously and fairly and the awards legally enforceable.

**Q.12.2** These Terms are designed to provide a simplified, quick and inexpensive procedure for the resolution of disputes arising out of the sale and/or supply of bunkers or where the claim or any counterclaim does not exceed SGD 100,000 or where only a single issue is involved in the dispute. Where the claim or counterclaim exceeds SGD 100,000 or where complex issues are involved, the Registrar may, and if the parties agree, shall direct that the dispute be resolved by full arbitration in accordance with the SIAC Rules for the time being in force.

**Q.12.3** These provisions may be amended from time to time on the advice of the SSA and the concurrence of the MPA, but the SBC Terms applicable to the dispute shall be the SBC Terms in force at the time the Notice under Q.3.1 is served on the Registrar.

**Source: AryMe (aryme.com)**

