



**AALCO HONG KONG  
REGIONAL ARBITRATION CENTRE**  
亞非法協香港區域仲裁中心

**AALCO-HKRAC  
Sports Industry Mediation and  
Arbitration Rules  
(2026)**

## **Introduction**

1. These AALCO-HKRAC Sports Industry Mediation and Arbitration Rules (2026) (the "Rules") establish the standard procedure for the fair, efficient, and expert resolution of sports-related disputes administered by the AALCO Hong Kong Regional Arbitration Centre. The mechanism prescribed is a two-tiered process comprising mediation followed, where necessary, by arbitration.
2. These Rules supersede and replace all previous editions of the AALCO-HKRAC Sports Industry Mediation and Arbitration Rules. They are a permanent procedural framework available for adoption by any parties to a sports dispute.

## **Effectiveness**

These Rules shall take effect on 13 February 2026.

## I. Introductory Rules

### Article 1      Definitions

For purposes of these Rules:

1. **“AALCO Hong Kong Regional Arbitration Centre”** means the regional arbitration centre established by international law and headquartered in Hong Kong, pursuant to the 10 November 2021 Agreement Between the Government of the People’s Republic of China and the Asian-African Legal Consultative Organization (“AALCO”) on the Establishment of a Regional Centre for Arbitration in the Hong Kong Special Administrative Region of the People’s Republic of China.
2. **“arbitration”** means the process of resolving a claim that has been referred for arbitration under these Rules, which is a confidential, voluntary, binding, final and private dispute resolution process.
3. **“arbitrator”** means a person who is suitably qualified and experienced in arbitration and is appointed in accordance with these Rules to act as an arbitrator.
4. **“claimant”** means any party initiating mediation or arbitration proceedings under these Rules.
5. **“commercial sports disputes”** means disputes related to sports arising from commercial transactions or business activities, including but not limited to:

- (a) contracts and promotions (such as sponsorships, endorsements, player transfers, and advertising);
- (b) intellectual property and media (such as broadcasting, licensing, and merchandising); and
- (c) events and ownership (such as event management, ticketing, and team ownership).

6. **“Designated Online Platform”** means the online dispute resolution platform designated by AALCO-HKRAC for use in proceedings under these Rules.

7. **“electronic address”** means an information system, or a portion thereof, designated by the parties to the mediation and arbitration process to exchange communications related to that process.

8. **“mediation”** means the process of resolving a claim submitted for mediation under these Rules, which is a confidential, voluntary, non-binding and private dispute resolution process, in which the mediator assists the parties in reaching a negotiated settlement or narrowing the issues in dispute.

9. **“mediator”** means a person who is properly trained and experienced in mediation and is appointed in accordance with these Rules to act as a mediator.

10. **“non-commercial sports disputes”** means disputes related to sports not arising from any commercial transactions or business activities, including but not limited to:

- (a) competition and selection (e.g. competition rules,

athlete selection and eligibility); and

(b) governance and regulation (e.g. governance, disciplinary matters, membership)

11. **“party”** means the claimant or the respondent, as the case may be.
12. **“proceedings”** means the mediation and/or arbitration proceedings under these Rules.
13. **“respondent”** means any party to whom the notice is directed pursuant to Article 6 of these Rules.
14. **“Sports Arbitrators Panel”** means the panel of arbitrators established and maintained by AALCO-HKRAC for proceedings under these Rules.
15. **“Sports Mediators Panel”** means the panel of mediators established and maintained by AALCO-HKRAC for proceedings under these Rules.
16. **“SF&OC”** means the Sports Federation & Olympic Committee of Hong Kong, China.

## **Article 2        Scope of Application and Two-tiered Mechanism**

1. These Rules apply to the disputes, whether present or future, where the parties have agreed, either by stipulation in a contract or a separate agreement, to settle their disputes or differences by mediation and/or arbitration pursuant to these Rules.

2. These Rules apply to commercial sports disputes and non-commercial sports disputes. These Rules do not cover disputes involving: (i) the advancement and determination of any criminal charges that may arise from any allegations of fact, law, or mixed fact and law; or (ii) the determination of any disputes that may arise from any such allegations where such disputes are governed by the Employment Ordinance (Cap. 57); and shall not supersede, limit, or otherwise affect any existing functions, powers, authorities, mechanisms, or procedures vested in or administered by the existing bodies having exclusive jurisdiction over sports-related disputes, including but not limited to SF&OC.
3. Proceedings under these Rules shall be conducted through a two-tiered process comprising mediation followed, where necessary, by arbitration. The parties shall first attempt to resolve their dispute through mediation. Only if the dispute is not settled by mediation may a party refer the dispute to arbitration.
4. AALCO Hong Kong Regional Arbitration Centre, as the administering body, holds the right to assess the suitability of any dispute for these processes. It may refuse to administer, or may discontinue, any proceedings it deems inappropriate for mediation or arbitration under these Rules.
5. The parties may modify these Rules by agreement provided that such modifications are acceptable to

AALCO Hong Kong Regional Arbitration Centre.

6. AALCO Hong Kong Regional Arbitration Centre is the sole authority to administer proceedings under these Rules.

## **Article 3        Representation**

A party may be represented or assisted by a person or persons chosen by that party. The names, designated electronic addresses and authority to act of such persons must be communicated to the other party via AALCO Hong Kong Regional Arbitration Centre.

## **Article 4        Communications and Calculation of Periods of Time**

1. Save as otherwise provided in these Rules, all communications, including written communications, in the mediation and arbitration may be uploaded to the Designated Online Platform and conducted and transmitted through electronic means.
2. By agreeing to adopt these Rules, each party consents to the transmission of communications by electronic means and acknowledges that such transmission constitutes valid service of any written communications.
3. Time limits under these Rules shall begin to run on the day following the day when any communication is received or deemed received. If the last day of the time limit is an official holiday or a non-business day at the

place of receipt, the time limit shall be extended until the first business day that follows. Official holidays or non-business days occurring during the running of the time limit shall be included in calculating the time limit.

## **II. Commencement of Proceedings**

### **Article 5              Agreement to Mediate and Arbitrate**

Where the parties have not previously agreed in writing to refer their disputes to these Rules, they shall, upon the initiation of proceedings, enter into a written agreement (in a form provided by AALCO Hong Kong Regional Arbitration Centre) to submit their existing dispute to mediation and arbitration in accordance with these Rules.

### **Article 6              Notice**

1. The claimant shall communicate a notice to AALCO Hong Kong Regional Arbitration Centre in accordance with paragraph 4 of this Article, using the notice templates provided by AALCO Hong Kong Regional Arbitration Centre on the Designated Online Platform. The notice should, as far as possible, be accompanied by all documents and other evidence the claimant relies on, or contain references to them.
2. AALCO Hong Kong Regional Arbitration Centre shall promptly notify the respondent of the notice.
3. The day on which the notice is received by AALCO

Hong Kong Regional Arbitration Centre shall be considered as the date on which the proceedings commence.

4. The notice shall include:

- (a) the name and designated electronic address of the claimant and the claimant's representative (if any) authorised to act for the claimant in the proceedings;
- (b) the name and electronic address of the respondent and the respondent's representative (if any) known to the claimant;
- (c) a copy of the contract containing the mediation and arbitration agreement referred to in paragraph 1 of Article 2 or in Article 5;
- (d) a statement detailing the nature and circumstances of the dispute, the relief or remedy sought and the actual or estimated value of any monetary claim, together with the factual and legal basis for the entitlement to such relief or remedy, and all documents essential to the claim;
- (e) any proposed solution(s) to resolve the dispute(s);
- (f) the claimant's preferred language of proceedings;
- (g) the signature or other means of identification and authentication of the claimant and/or the claimant's representative; and
- (h) any other information in support of the claims.

## **Article 7            Response**

1. The respondent shall communicate a response to the notice to AALCO Hong Kong Regional Arbitration Centre in accordance with paragraph 2 of this Article within fourteen (14) days of being notified. The response should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent, or contain references to them.
2. The response shall include:
  - (a) the name and designated electronic address of the respondent and the respondent's representative (if any) authorised to act for the respondent in the proceedings;
  - (b) a statement confirming or denying, in full or in part, any claim made by the claimant in the notice, together with the factual and legal basis for, and all documents essential, to such confirmation or denial;
  - (c) any proposed solution(s) to resolve the dispute(s);
  - (d) an indication as to whether the respondent agrees with the claimant's preferred language of proceedings and, if not, the respondent's preferred language of proceedings;
  - (e) the signature or other means of identification and authentication of the respondent and/or the respondent's representative;
  - (f) a statement detailing the circumstances giving rise to any counterclaim, the relief or remedy

sought and the actual or estimated value of any monetary counterclaim, together with the factual and legal basis for the entitlement to such relief or remedy, and all documents essential to the counterclaim; and

(g) any other information in support of the response or counterclaim.

## **Article 8            Defence to Counterclaim**

1. Where a counterclaim is submitted by the respondent in accordance with paragraph 2(f) of Article 7, the claimant shall communicate a defence to the counterclaim to the AALCO Hong Kong Regional Arbitration Centre in accordance with paragraph 2 of this Article within fourteen (14) days of being notified of the counterclaim. The defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant in opposition to the counterclaim, or contain references to them.
2. The defence to the counterclaim shall include:
  - (a) the name and designated electronic address of the claimant and the claimant's representative (if any) authorised to act for the claimant in this regard;
  - (b) a statement confirming or denying, in full or in part, the counterclaim made by the respondent, together with the factual and legal basis for, and all documents essential to, such confirmation or denial;

- (c) any proposed solution(s) to resolve the counterclaim;
- (d) the signature or other means of identification and authentication of the claimant and/or the claimant's representative; and
- (e) any other information in support of the defence to the counterclaim.

## **Article 9 Time Limit for Commencement of Proceeding Concerning Selection and/or Eligibility Disputes and Other Non-Commercial disputes**

1. In the absence of a time limit prescribed in the relevant statutes or regulations of the sports federation, sports association or sports-related body concerned, or in a previous agreement, the time limit for the commencement of proceedings by way of communicating a notice to AALCO Hong Kong Regional Arbitration Centre under these Rules shall be twenty-one (21) days after the person was informed of the concerned decision, or the decision became known to them (whichever is the earlier).
2. AALCO Hong Kong Regional Arbitration Centre shall not initiate a procedure if the notice is, on its face, filed out of time and shall so notify the person who filed the notice accordingly.
3. A party may request AALCO Hong Kong Regional Arbitration Centre and the mediator or arbitrator, if

appointed, to terminate the proceedings if the notice is filed out of time, despite the fact that a procedure has been initiated.

## **Article 10      Seat of Arbitration**

The parties may agree on the seat of arbitration. In the absence of such agreement, the seat of arbitration under these Rules is Hong Kong, China, unless the arbitral tribunal referred to in Article 18 determines that, having regard to the circumstances of the case, another seat is more appropriate. The award shall be deemed to have been made at the seat of arbitration.

## **Article 11      Place of Mediation Meeting or Arbitration Hearing**

Unless otherwise agreed by the parties, mediation meeting or arbitration hearing shall be held virtually on the Designated Online Platform.

## **Article 12      Language of Proceedings**

1. The language of the proceedings under these Rules is English or Chinese. In the absence of agreement between the parties, the mediator or arbitrator or, if not yet been appointed, AALCO Hong Kong Regional Arbitration Centre, shall select one of these two languages at the commencement of proceeding, after considering all relevant circumstances. Once designated, the proceedings shall be conducted exclusively in the chosen language, unless otherwise mutually agreed by

the parties and the mediator or arbitrator.

2. The parties may request the use of a language other than English or Chinese, subject to approval by both AALCO Hong Kong Regional Arbitration Centre and the mediator or the arbitral tribunal.
3. For any mediation meeting or arbitration hearing, a party may be permitted to use a language other than the designated proceedings language, provided that interpretation is arranged into and from the designated proceedings language.
4. The proceedings may be conducted with the support of the translation and interpretation provided on the Designated Online Platform or arranged by the parties.

### **III. Mediation Stage**

## **Article 13      Appointment of Mediator**

1. Mediators for proceedings under these Rules shall be appointed from Sports Mediators Panel. Any other mediator jointly proposed by the parties is subject to the written confirmation by AALCO Hong Kong Regional Arbitration Centre.
2. If the parties fail to agree on the appointment of mediator, AALCO Hong Kong Regional Arbitration Centre shall appoint the mediator from the Sports

Mediators Panel following consultation with the parties.

3. By accepting the appointment, the mediator undertakes to devote sufficient time to the proceedings to ensure their expeditious conduct.
4. In the event of an objection by any of the parties to the appointment of a mediator by AALCO Hong Kong Regional Arbitration Centre under paragraph 2 of this Article, or if the mediator, at his own discretion, deems himself unable to bring the mediation to a successful conclusion, the mediator shall cease his mandate and notify AALCO Hong Kong Regional Arbitration Centre in writing accordingly. Upon such notification, AALCO Hong Kong Regional Arbitration Centre will make arrangements to replace the mediator, after consulting the parties and offering them the opportunity to appoint another mediator from the Sports Mediators Panel.

## **Article 14        Mediation Process**

1. The mediator shall commence and conduct the mediation promptly after his appointment and shall use his best endeavours to conclude the mediation within ten (10) days of his appointment. Unless otherwise agreed by the parties and the mediator, the total duration of mediation meeting(s) for a claim under these Rules shall not exceed five (5) hours in aggregate, whether in one session or multiple sessions.
2. Each party shall cooperate in good faith with the mediator to facilitate the mediation as efficiently as

possible.

3. The mediator may communicate with the parties jointly (in joint meeting(s)) or individually (in private meeting(s)), provided that any information obtained during such private meetings shall not be disclosed to the other party or parties without the express authorisation of the party giving the information.
4. A party may request a private meeting with the mediator at any time prior to the termination of the mediation under these Rules.

## **Article 15      Termination of the Mediation**

1. The mediation shall be terminated upon written confirmation by AALCO Hong Kong Regional Arbitration Centre in any of the following circumstances:
  - (a) the parties sign a settlement agreement; or
  - (b) the mediator provides written notification that the mediation has been completed; or
  - (c) the mediator, after consulting the parties, provides written notification stating that further mediation efforts would not contribute to resolving the dispute; or
  - (d) any party submits written notification to the mediator and the other party(ies) at any time, declaring the termination of mediation; or
  - (e) no communication occurs between the mediator and any party or their representative for seven (7) days following the conclusion of the

mediation session; or

(f) other circumstances arise that AALCO Hong Kong Regional Arbitration Centre deems sufficient to terminate the proceedings.

2. No party shall be entitled to call the mediator as a witness in any subsequent judicial, adjudication or arbitration proceedings arising out of or in connection with the same dispute, nor shall a mediator serve as a witness unless compelled by a court of competent jurisdiction.
3. Upon termination of the mediation for any reason under paragraph 1(b) to (f), the mediator shall promptly notify AALCO Hong Kong Regional Arbitration Centre. The mediator may, if requested by all parties, provide the parties and AALCO Hong Kong Regional Arbitration Centre with a brief written summary of any issues narrowed down during the mediation process and the remaining positions.

## **Article 16      Confidentiality of mediation process**

1. Mediation is a private and confidential process. Every document, communication or information disclosed, made or produced by any party for the purpose of or related to the mediation process should be disclosed on a privileged and without prejudice basis and no privilege or confidentiality should be waived by such disclosure. Confidentiality also extends to the settlement agreement except where its disclosure is necessary for implementation or enforcement.
2. Nothing that transpires during the course of the

mediation is intended to or should in any way affect the rights or prejudice the position of the parties to the dispute in any subsequent arbitration, adjudication or litigation.

## **Article 17      Recourse to Arbitration**

1. If the parties fail to resolve their dispute through mediation within ten (10) days of being notified of the mediator's appointment (or such other period as may be extended by written agreement of the parties), the proceedings may proceed to arbitration under these Rules.
2. To proceed to the arbitration stage, the claimant shall file a new notice and the respondent shall file a response respectively in accordance with Article 6 and Article 7 of these Rules, which shall, for efficiency, adopt and incorporate by reference to submissions and documents already filed in the mediation stage, unless otherwise directed by AALCO Hong Kong Regional Arbitration Centre.

## **IV. Arbitration Stage**

## **Article 18      Number of Arbitrators**

The arbitral tribunal shall comprise one arbitrator unless the parties agree otherwise. If the parties have not agreed on the number of arbitrators, AALCO Hong Kong Regional

Arbitration Centre shall appoint a sole arbitrator from Sports Arbitrators Panel, unless it determines that the circumstances of the case justify the appointment of three arbitrators from Sports Arbitrators Panel.

## **Article 19        Appointment of Arbitrators**

1. Arbitrators for proceedings under these Rules shall be appointed from Sports Arbitrators Panel. Any other arbitrators proposed by the parties is subject to the written confirmation by AALCO Hong Kong Regional Arbitration Centre.
2. Unless the parties agree otherwise, the arbitrators shall be appointed in accordance with the following paragraphs.
3. If, by virtue of the arbitration agreement referred to in paragraph 1 of Article 2 or in Article 5, a sole arbitrator is to be appointed, the parties may select such sole arbitrator by mutual agreement within a time limit of seven (7) days of the written notice filed by the claimant to proceed with arbitration under paragraph 2 of Article 17. In the absence of agreement within that time limit, AALCO Hong Kong Regional Arbitration Centre shall proceed with the appointment.
4. If, by virtue of the arbitration agreement referred to in paragraph 1 of Article 2 or in Article 5, or a decision of AALCO Hong Kong Regional Arbitration Centre under Article 18 that three arbitrators are to be appointed, the claimant shall nominate its arbitrator in the notice filed

by the claimant to proceed with arbitration under paragraph 2 of Article 17 or within the time limit as prescribed in AALCO Hong Kong Regional Arbitration Centre's decision under Article 18 , failing which the request for arbitration is deemed to have been withdrawn. The respondent shall nominate its arbitrator within the time limit as prescribed by AALCO Hong Kong Regional Arbitration Centre upon receipt of the written notice filed by the claimant to proceed with arbitration under paragraph 2 of Article 17. In the absence of such nomination by the respondent, AALCO Hong Kong Regional Arbitration Centre shall proceed with the appointment in lieu of the respondent. The two arbitrators so nominated by the parties and deemed appointed by AALCO Hong Kong Regional Arbitration Centre under paragraph 1 of Article 20 shall nominate the presiding arbitrator by mutual agreement within a time limit as prescribed by AALCO Hong Kong Regional Arbitration Centre. Failing agreement within that time limit, AALCO Hong Kong Regional Arbitration Centre shall appoint the presiding arbitrator of the arbitral tribunal.

5. Unless the parties agree otherwise, a person who has acted as a mediator before a case proceeds to the arbitration stage shall not be appointed as an arbitrator for that case.

## **Article 20      Confirmation of the Arbitrators and Transfer of the File**

1. An arbitrator nominated by the parties or by other arbitrators shall only be deemed appointed after receipt of written confirmation by AALCO Hong Kong Regional Arbitration Centre.
2. Once the arbitral tribunal is formed, AALCO Hong Kong Regional Arbitration Centre takes notice of the formation and transfers the file to the arbitrator(s), unless none of the parties has paid an advance of costs provided under these Rules (if applicable).

## **Article 21        Joinder**

If the respondent intends to involve a third party in the arbitration, it shall state this intention in its response, along with the reasons and file an additional copy of its response. AALCO Hong Kong Regional Arbitration Centre shall communicate this copy to the third party whose participation is requested and set a time limit for that third party to state its position on participation and submit a response. AALCO Hong Kong Regional Arbitration Centre shall also set a time limit for the claimant to express its position on the participation of the third party.

## **Article 22        Intervention**

1. If a third party wishes to participate as a party to the arbitration, it shall file an application to this effect with AALCO Hong Kong Regional Arbitration Centre, together with the reasons, within ten (10) days after the

arbitration has become known to the intervenor, provided that such application is filed prior to the hearing, or prior to the closing of the evidentiary proceedings if no hearing is held.

2. AALCO Hong Kong Regional Arbitration Centre shall communicate a copy of the application referred to in paragraph 1 of this Article 22 to the parties and set a time limit for them to express their position on the participation of the third party and to file relevant documents, if any.

## **Article 23        Joint Provisions on Joinder and Intervention**

1. A third party may only participate in the arbitration if it is bound by the arbitration agreement referred to in paragraph 1 of Article 2 or in Article 5 or if it and all parties agree in writing.
2. Regardless of the decision of the arbitral tribunal on the participation of the third party, the formation of the arbitral tribunal cannot be challenged.
3. After considering the submissions by all parties concerned, the arbitral tribunal shall determine the status of the third party and its rights in the proceedings. In the event that the arbitral tribunal accepts the participation, it shall, if required by the third party and/or any of the parties, issue related procedural directions.

4. After considering the submissions by all parties concerned, the arbitral tribunal may allow the filing of amicus curiae briefs, on such terms and conditions as it may determine.

## **Article 24      Confidentiality of Arbitration Process**

1. Arbitration proceedings under these Rules are confidential. The parties, the arbitrators and AALCO Hong Kong Regional Arbitration Centre undertake not to disclose any facts or other information relating to the dispute or the proceedings to any third party without the consent of all parties, save for the purpose of making a necessary application to a court of competent jurisdiction, or as required by law.
2. Awards shall not be made public except as permitted under paragraph 5 of Article 31 of these Rules.

## **Article 25      Written Submissions**

1. The proceedings before the arbitral tribunal comprise written submissions and, as a general rule, an oral hearing. Upon receipt of the file and if necessary, the arbitral tribunal shall issue directions in connection with the written submissions. In general, there shall be one statement of claim, one response, and if circumstances so require, one reply and one second response.
2. Together with their written submissions, the parties shall produce all written evidence upon which they intend to rely. After the exchange of the written

submissions, the parties shall not produce further written evidence, except by mutual agreement, or if the arbitral tribunal permits, on the basis of exceptional circumstances.

3. In their written submissions, the parties shall list the name(s) of any witnesses, whom they intend to call, including a brief summary of their expected testimony, and the name(s) of any experts, stating their area of expertise, and shall state any other evidentiary measures they request. Any witness statements shall be filed together with the parties' submissions, unless the sole arbitrator/presiding arbitrator determines otherwise.
4. If a counterclaim and/or jurisdictional objection is filed, the arbitral tribunal shall set a time limit for the claimant to file an answer to the counterclaim and/or jurisdictional objection.

## **Article 26        Hearing**

1. If a hearing is to be held, the arbitral tribunal shall issue directions with respect to the hearing as soon as possible and fix the hearing date. As a general rule, there shall be one oral hearing during which the arbitral tribunal hears the parties, any witnesses and any experts, as well as the parties' final oral arguments, with the respondent being heard last.
2. The arbitral tribunal shall conduct the hearing and ensure that the statements made are concise and limited to the

subject of the written presentations, to the extent that these presentations are relevant. Unless the parties agree otherwise, the hearings are not public. The hearing may be recorded. Any person heard by the arbitral tribunal may be assisted by an interpreter at the cost of the party that called such person and/or by the interpretation provided on the Designated Online Platform.

3. The parties may only call witnesses and experts specified in their written submissions. Each party is responsible for the availability and costs of the witnesses and experts it has called.
4. With the agreement of the parties, the arbitral tribunal may exempt a witness or expert from appearing at the hearing if the witness or expert has previously filed a statement.
5. The arbitral tribunal may limit or disallow the appearance of any witness or expert, or any part of their testimony, on the grounds of irrelevance.
6. Before hearing any witness, expert or interpreter, the arbitral tribunal shall solemnly invite such person to take an oath or affirmation.
7. Once the hearing is closed, the parties shall not produce further written statements, unless the arbitral tribunal so orders.
8. After consulting the parties, the arbitral tribunal may, if it deems itself to be sufficiently well informed, decide

not to hold a hearing.

## **Article 27      Evidentiary Proceedings Ordered by the Arbitral Tribunal**

1. A party may request the arbitral tribunal to order the other party to produce documents in its custody or under its control. The party seeking such production shall demonstrate that such documents are likely to exist and are relevant.
2. If it deems it appropriate to supplement the presentations of the parties, the arbitral tribunal may at any time order the production of additional documents or the examination of witnesses, appoint and hear experts, and take any other procedural step.
3. The arbitral tribunal shall consult the parties with respect to the appointment and terms of reference of any expert. The expert shall be independent of the parties. Before appointing the expert, the arbitral tribunal shall invite them to immediately disclose any circumstances likely to affect their independence with respect to any of the parties.

## **Article 28      Expedited Procedure**

1. The parties may at any time agree to refer their dispute to an expedited arbitration under this Article.

2. AALCO Hong Kong Regional Arbitration Centre may, upon the request of a party or on its own motion, and after consulting the parties, direct that a case be conducted under the expedited procedure under this Article 28 if it determines that the circumstances so warrant, considering the simplicity of the case, the amount in dispute, or the urgency of the matter.
3. The arbitration under the expedited procedure under this Article 28 shall be conducted by a sole arbitrator.
4. The arbitral tribunal is empowered to adopt such procedural measures as it considers appropriate to ensure an efficient and expeditious process, including but not limited to:
  - (a) Limiting the number and length of written submissions;
  - (b) Conducting proceedings on the basis of documents-only, without a hearing; and
  - (c) Rendering the final award within six (6) weeks of the arbitral tribunal's receipt of the case file from AALCO Hong Kong Regional Arbitration Centre or within such shorter period as the circumstances may require.

## **Article 29        Default**

1. If the claimant fails to submit its notice in accordance with paragraph 2 of Article 17 of these Rules, the request for arbitration shall be deemed to have been withdrawn.

2. If the respondent fails to submit its response in accordance with paragraph 2 of Article 17 of these Rules, the arbitral tribunal may nevertheless proceed with the arbitration and deliver an award.
3. If any of the parties, or their witnesses have been duly summoned and fail to appear at the hearing, the arbitral tribunal may nevertheless proceed with the hearing and deliver an award.

## **Article 30        Law Applicable to the Merits**

The arbitral tribunal shall determine the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to Hong Kong law. The parties may authorise the arbitral tribunal to decide *ex aequo et bono*.

## **Article 31        Award**

1. The award shall be made by a majority decision, or, in the absence of a majority, by the presiding arbitrator alone. The award shall be written, dated and signed. Unless the parties agree otherwise, the arbitral tribunal shall state the reasons in the award. The sole signature of the presiding arbitrator or the signatures of the two co-arbitrators, if the presiding arbitrator does not sign, or if the arbitral tribunal consists of a sole arbitrator, that sole arbitrator's signature, shall suffice.
2. The arbitral tribunal may decide to communicate the

operative part of the award to the parties by courier, facsimile and/or electronic mail, prior to delivery of the reasons. The award shall be enforceable from such notification of the operative part.

3. Once the proceedings are declared closed, the arbitral tribunal shall inform AALCO Hong Kong Regional Arbitration Centre and the parties of the anticipated date by which an award will be communicated to the parties via AALCO Hong Kong Regional Arbitration Centre. The date of rendering the full award shall be no later than three (3) months from the date when the arbitral tribunal declares the entire proceedings or the relevant phase of the proceedings closed, as applicable. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by AALCO Hong Kong Regional Arbitration Centre.
4. The award notified by AALCO Hong Kong Regional Arbitration Centre shall be final and binding on the parties. The parties shall carry out the award without delay.
5. An award shall not be made public unless with the consent of all parties; or where and to the extent disclosure is required of a party by legal obligation, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority; or where the award is edited to anonymise the parties and the specific details of the dispute and is published for legal research or jurisprudential development purposes by AALCO Hong Kong Regional Arbitration

Centre or the Government of the Hong Kong Special Administrative Region.

## **Article 32      Correction of Award**

Within five (5) calendar days after receipt of the award, a party, with notice to the other party, may request the arbitral tribunal in writing 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, including a brief statement of reasons, within two (2) calendar days of receipt of the written request. The arbitral tribunal may, within five (5) calendar days after communication of the award, make such corrections on their own initiative.

## **Article 33      Settlement during the Arbitration Stage**

If a settlement is reached after the arbitral tribunal is constituted and before the final award is made, the arbitral tribunal shall either issue an order for the termination of the arbitration or, if requested by the parties and accepted by the arbitral tribunal, 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.

## **V. Impartiality and Independence of Mediator or Arbitrator**

### **Article 34 Impartiality and Independence**

1. A mediator or arbitrator appointed under these Rules must be and remain at all times impartial and independent of the parties.
2. Prior to appointment, a prospective mediator or arbitrator shall sign a statement confirming his acceptance, availability, impartiality and independence; and shall disclose in writing to AALCO Hong Kong Regional Arbitration Centre and the parties any circumstances likely to give rise to justifiable doubts as to their impartiality or independence. Throughout the proceedings, a mediator or arbitrator shall disclose without delay any such circumstances to AALCO Hong Kong Regional Arbitration Centre and the parties unless they have already been informed by him of these circumstances.
3. A mediator or arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to his impartiality or independence. A challenge must be made promptly after the appointment is communicated to the challenging party or after the challenging party becomes aware of the grounds for challenge.

## **VI. Fees and Miscellaneous Provisions**

### **Article 35      Applicable Fees**

1. AALCO Hong Kong Regional Arbitration Centre shall set the time limit by which the parties shall pay their share of:
  - (1) the registration fee; and
  - (2) the administrative costs and the advance of costs as published on its website ([www.aalcohkrac.org](http://www.aalcohkrac.org)).
2. If the fees mentioned in paragraph 1 of this Article are not paid by all parties, or if one party does not agree to pay the share of such fees of the other party(-ies), the proceedings will be immediately terminated.

### **Article 36      Allocation of Costs**

1. With respect to the mediation stage, unless otherwise agreed, each party shall bear its own costs as referred to in paragraph 3 of Article 37 of these Rules regardless of the outcome of the mediation or of any subsequent arbitral or judicial proceedings; and all other costs as referred to in paragraphs 1, 2 and 4 of Article 37 of these Rules shall be borne equally by the parties and the parties shall be jointly and severally liable for the payment of such costs.
2. With respect to the arbitration stage, the costs of the

arbitration as referred to in paragraphs 1 to 4 of Article 37 of these Rules shall, in principle, be borne by the unsuccessful party or parties. However, AALCO Hong Kong Regional Arbitration Centre or the arbitral tribunal may apportion these costs between the parties in the award if it determines that such apportionment is reasonable, considering the circumstances of the case.

3. For non-commercial sports disputes, the legal and other costs referred to in Article 37(3) that are recoverable by a party under paragraph 2 of this Article shall be capped at HKD25,000, unless the parties agree otherwise or the arbitral tribunal determines, taking into account the complexity and circumstances of the case, that a higher amount is reasonable. Any such determination shall be stated in the award.

## **Article 37      Definition of Costs**

The term “costs” includes only:

- (1) the fees of the mediator and arbitrator, as fixed by AALCO Hong Kong Regional Arbitration Centre;
- (2) the reasonable costs of expert advice and other assistance required by the mediator or arbitral tribunal;
- (3) legal and other costs incurred by the parties including fees and expenses of their own witnesses, experts and interpreters arranged outside of the Designated Online Platform; and
- (4) any fees and expenses of AALCO Hong Kong

Regional Arbitration Centre.

## **Article 38      Exclusion of Liability**

Save for any acts done or omitted to be done which is proved dishonest, the parties waive, to the fullest extent permitted under the applicable law, any claim against AALCO Hong Kong Regional Arbitration Centre, mediators and arbitrators based on any act or omission in connection with the proceedings under the Rules.

## **Article 39      Interpretation of Rules**

1. AALCO Hong Kong Regional Arbitration Centre shall have the power to interpret all provisions of these Rules. The arbitral tribunal shall interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation and any interpretation by AALCO Hong Kong Regional Arbitration Centre, the arbitral tribunal's interpretation shall prevail.
2. English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the Chinese version, the English version shall prevail.