



PORTUGUESE CHAMBER OF COMMERCE AND INDUSTRY / ASSOCIAÇÃO COMERCIAL DE  
LISBOA  
CENTRE FOR COMMERCIAL ARBITRATION

**RULES OF ARBITRATION\***

**ARTICLE 1.**

1. Any dispute relating to a economic, public or private, domestic or international, which is not exclusively committed by a special act to a court or to compulsory arbitration and which does not respect to inalienable rights, may be submitted by the parties, through an arbitration agreement, to the Arbitration Centre of the Portuguese Chamber of Commerce and Industry, also called Centre for Commercial Arbitration, for decision by an arbitral tribunal instituted under the patronage of the mentioned Centre, in the terms of this regulation and of those that will modify or complete it.

2. The submission of a dispute to the Centre for Commercial Arbitration involves the acceptance by the parties of the regulations mentioned in the precedent paragraph, which will be held as part of the arbitration agreement.

**ARTICLE 2.**

1. The subject matter of an arbitration agreement may be an existing dispute, even if it has been submitted to a court (submission agreement), or future disputes arising out of a given contractual or non-contractual juridical relationship (arbitration clause).

2. Parties may agree to consider as included in the concept of dispute, besides matters of strictly contentious nature, any other matters, such as those related to the need of making precise, completing, updating or even reviewing the contracts or juridical relationships which are at the origin of the arbitration agreement.

3. The subject matter of the dispute shall be stated precisely in the submission agreement; the legal relation to whom the dispute refers shall be specified in the arbitration clause.

**ARTICLE 3.**

1. The arbitration agreement shall be concluded in writing.

2. An arbitration agreement included either in a document signed by the parties or in letters, telexes, cables or other means of telecommunication of which there is a written proof, exchanged between the parties, is considered as concluded in writing, whether those documents contain the agreement directly, or refer to a document in which the agreement is included.

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\* Approved on the 1st October 1987, as amended on 31 January and 28 April 1992 and 13 December 2005.



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3. The intention of the parties of submitting the dispute, as stated under Article 1., to the Arbitration Centre of the Portuguese Chamber of Commerce, must come, beyond reasonable doubt, out of the arbitration agreement.

4. The arbitration agreement may be revoked by a document signed by the parties before the arbitration award is rendered.

**ARTICLE 4.**

1. The tribunal may be composed by a sole or by three arbitrators.

2. Unless the number of arbitrators has been determined in the arbitration agreement or in a subsequent document signed by the parties, the tribunal shall be composed by three arbitrators.

**ARTICLE 5.**

Arbitrators must be natural persons enjoying full legal capacity.

**ARTICLE 6.**

1. The parties may, in the arbitration agreement or in a later written document signed by them, appoint the arbitrator or arbitrators who will compose the arbitral tribunal.

2. Should the tribunal be composed by more than one arbitrator, the parties may agree on the choice of the chairman, providing they do it in writing until the acceptance by the first arbitrator.

3. Failing the parties to appoint the sole arbitrator, such appointment shall be made by the Chairman of the Board (Arbitration Council).

4. Should the tribunal be composed by three arbitrators and failing the parties to appoint them, each party may appoint one arbitrator, belonging to the Chairman of the Board the appointment of the third arbitrator, who shall act as chairman.

5. Should the tribunal be composed by three arbitrators and failing one of the parties to appoint the arbitrator it is entitled to appoint, such appointment shall be made by the Chairman of the Board.

6. Should the tribunal be composed by three arbitrators and failing the parties to appoint them, or becoming impossible to institute the tribunal according paragraph 4., above, the Chairman of the Board shall appoint all arbitrators. If these, in their first meeting, do not agree upon the chair, shall the Chairman of the Board decide thereupon.



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**ARTICLE 7.**

1. No one may be compelled to act as an arbitrator but, if the charge has been accepted, a withdrawal shall only be lawful when based on a supervening impossibility for the appointee to perform his function.
2. The charge is deemed to be accepted whenever the appointee shows the intent to act as an arbitrator or does not state in a written document, within the first ten days subsequent to the notice of the appointment, that he does not wish to perform such function.
3. The arbitrator who, having accepted his charge, unjustifiably withdraws shall be liable for the damages he has caused.

**ARTICLE 8.**

1. The provisions of civil procedure law regarding the challenge of judges shall be applicable to the challenge of arbitrators who have not been appointed by agreement of the parties.
2. The party which has appointed an arbitrator cannot challenge him, unless supervening any of the grounds of challenge mentioned in the previous paragraph.
3. The Chairman of the Board shall decide the issue of the challenge of an arbitrator, after summary presentation of evidence.

**ARTICLE 9.**

1. If any of the arbitrators dies or becomes permanently unable to perform his function, he shall be replaced according to the rules applicable to the appointment, appropriately adapted.
2. If any of the arbitrators withdraws or if, by any reason, his appointment becomes legally ineffective, he shall be replaced by another arbitrator, appointed by the Chairman of the Board.

**ARTICLE 10.**

1. Whenever, according the arbitration agreement or these rules, will belong to the Chairman of the Board the appointment of an arbitrator, this one shall be chosen from the names in the list approved by the Board, unless in this list there is no one with the technical qualifications demanded to the knowledge of the specific matter subject of the dispute at issue.



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2. Any person appointed according to the exception of the precedent paragraph will not be able to be appointed again as arbitrator by the Chairman of the Board unless he has been included in the list of arbitrators approved by the Board.

**ARTICLE 11.**

1. The arbitration shall take place at the office of the Centre, or any place according to the choice of the parties or, failing their agreement thereon, at the site indicated by the Chairman of the Board.

2. Taking in consideration the special characteristics of the dispute, the Chairman of the Board may exceptionally determine the tribunal to function elsewhere, but in no case in the premises of any of the parties.

**ARTICLE 12.**

1. A party wishing to refer a dispute to an arbitral tribunal under the patronage of the Centre for Commercial Arbitration shall present its request to the Chairman of the Board.

2. The request shall be accompanied by the arbitration agreement and shall contain the appointment of the arbitrator or arbitrators whose designation belongs to the claimant, as well as the nomination of the arbitrator or arbitrators proposed for appointment by agreement of the parties.

3. With the request, the claimant shall file the claim, where he shall identify the defendant and state the subject matter of his case and its motives.

**ARTICLE 13.**

1. Within five days, the Chairman of the Board shall order the defendant to be summoned to answer the claim, as well as to appoint the arbitrator or arbitrators whose designation belongs to him and to reason on the nomination of the arbitrator or arbitrators proposed for appointment by agreement of the parties.

2. If the defendant refuses to accept the nomination of the arbitrator or arbitrators proposed by the claimant to be appointed by agreement, he may nominate anyone else. The nomination shall be communicated to the claimant to accept or to refuse the proposal within five days.

3. When the parties do not agree on the appointment of the arbitrator or arbitrators who should be appointed by them both, the appointment shall belong to the Chairman of the Board.

4. Summon will include copies of the request, claim and documents annexed thereto.



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**ARTICLE 14.**

1. The Chairman of the Board shall establish a term for the answer to be produced between ten and twenty days starting on the day following the date when the summon was deemed to occur.
2. When the defendant is resident abroad, the term to the answer shall be enlarged of from five to twenty days, according to the Chairman of the Board's criterion.

**ARTICLE 15.**

1. The Chairman of the Board shall send to the claimant a copy of the answer and documents annexed thereto, within five days from the date they were received.
2. Should the defendant file a counter-claim, the Chairman of the Board shall establish a term for the answer to be produced by the claimant, between eight and fifteen days.

**ARTICLE 16.**

1. Pleadings shall be accompanied by all written proof of the asserted facts and by the designation of the remaining evidence the party intends to produce.
2. At any party's request, the Chairman of the Board may settle a term of until ten days, for the parties to complete the designation of evidence.

**ARTICLE 17.**

1. Failing the defendant to answer claimant's pleading, it will be understood that he agrees to the facts therein, and this commination must be taken to the defendant's knowledge, when he is summoned.
2. The same commination applies to the absence of answer to the counter-claim and must be taken to the claimant's knowledge when the counter-claim is sent to him.

**ARTICLE 18.**

1. When pleadings are completed, the Chairman of the Board shall decide on the composition of the panel, appointing the arbitrator or arbitrators whose appointment belongs to him, according to the arbitration agreement and to these rules, unless he deems that the arbitral tribunal should not be instituted due to lack or obvious voidness of the arbitration agreement.
2. Whenever the Chairman of the Board deems that the arbitral tribunal should not be instituted, he shall order the parties to be served of his decision.



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**ARTICLE 19.**

1. The arbitral tribunal, as soon as instituted, shall summon the parties for a hearing in the arbitration headquarters, designed to attempt conciliation.
2. When the hearing takes place, the tribunal will try to obtain a composition, based upon the balance of the interests at stake.
3. Should the parties, in the hearing above mentioned in the first paragraph or at any other stage of the proceedings, agree upon the settlement of the dispute, the tribunal shall record the settlement in the form of an award on agreed terms.

**ARTICLE 20.**

1. The issue of the jurisdiction of the tribunal may be alleged only until the filing of the answer by the defendant.
2. Shouldn't the parties conciliate, they shall present their arguments on that issue in the hearing referred under the first paragraph of the precedent article, and the tribunal shall decide thereon within five days.
3. The award, by which the tribunal declares its jurisdiction may only be judged by a Court of Law according Article 21 (4) of Law n. 31/86, dated August 29, 1986.

**ARTICLE 21.**

The arbitral tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means, considering the provision under article 24.

**ARTICLE 22.**

1. Any evidence admitted by civil procedure law may be presented to the arbitral tribunal.
2. It belongs to the arbitral tribunal, on its own initiative or at the request of one or of both parties, namely
  - a) to summon the parties for a personal deposition;
  - b) to take testimony of third persons;
  - c) to order a party or a third person to deliver any document in his possession;
  - d) to appoint one or more experts, define their terms of reference, receive their reports or hear them in person;



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e) to examine or directly verify anything.

3. In every hearing, the parties shall be treated equally and both shall be given an opportunity to present their case.

**ARTICLE 23.**

1. Once finished the presentation of evidence, the tribunal shall determine, with a reasonable precedence, a date in which parties shall present before it their final arguments, in the arbitration headquarters.

2. Should the parties agree to argue in writing, the hearing above mentioned should not take place and the tribunal shall establish terms for the arguments to be produced, in not less than eight and not more than fifteen days to each party.

**ARTICLE 24.**

1. The arbitration award shall be rendered within six months starting on the day following the date when the tribunal became instituted, unless the parties have agreed, in the arbitration agreement, on a larger time limit.

2. Exceptionally, when demanded by the special complexity of the subject matter of the dispute, the Chairman of the Board may, if requested by the arbitral tribunal, extent such term up to twice its initial length.

3. The arbitrators who unjustifiably obstruct the rendering of the award within the determined time limit shall be liable for the damages they have caused.

**ARTICLE 25.**

1. If the tribunal is composed by more than one member, the decision shall be taken by a majority of votes in a deliberation in which all arbitrators must participate.

2. If the necessary majority is not achieved, the decision shall belong to the chairman of the panel.

**ARTICLE 26.**

The arbitrators shall decide in accordance with law, unless the parties have, in the arbitration agreement or in a document signed before the acceptance of the first arbitrator, authorised them to decide according to equity.



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**ARTICLE 27.**

1. If the dispute concerns the international trade, the parties may choose the law to be applied by the arbitrators, unless they have authorised them to decide according to equity.
2. Failing such choice, the arbitrators shall apply the most appropriate law to the dispute, taking in consideration namely the placement of the interests at stake and the specific nature of the law issues to be settled.

**ARTICLE 28.**

The tribunal shall always, in the award, take in consideration the trade usage.

**ARTICLE 29.**

1. The final award of the arbitral tribunal shall be made in writing and shall contain:
  - a) the identity of the parties;
  - b) the reference to the arbitration agreement;
  - c) the identity of the arbitrators and a mention to the way they have been appointed;
  - d) the subject-matter of the dispute and a mention to the position of each party thereon;
  - e) the statement of either the facts and law provisions upon which it is based, unless the arbitrators have been authorised to decide according to equity, in which case only the facts shall be recorded;
  - f) the determination of the costs of the arbitration and the mention of the party who shall bear the costs or their apportionment among the parties;
  - g) the signature of at least the majority of the arbitrators, with a mention of the appropriately identified dissenting opinions, if any;
  - h) a mention of the arbitrators who could not or were not willing to sign the award.
2. The costs of the proceeding include the fees of the arbitrators and the amount of administrative costs determined according to the regulation in force.

**ARTICLE 30.**



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1. The chairman of the panel shall order the parties to be notified of the issuing of the arbitration award and of the deposit of its original at the secretariat of the Centre.
2. As soon as the costs of the proceeding have been paid in full by the parties or by any of them, one copy of the award shall be served to each party.
3. Once made known the award to the parties, certified copies of the original deposited at the secretariat may be made available, on request and at any time, to the parties.

**ARTICLE 31.**

The award rendered by the arbitral tribunal shall be final; by submitting the dispute to arbitration by the Centre for Commercial Arbitration, the parties shall be deemed to have waived their right to any form of appeal, without prejudice of their right to apply for setting aside the arbitration award, according to Articles 27 and 28 of Law n. 31/86, dated August 29, 1986.

**ARTICLE 32.**

In arbitration proceedings legal assistance by attorney at law is not mandatory, but parties may nominate someone to represent or to assist them before the arbitral tribunal.

**ARTICLE 33.**

All pleadings, written statements and requests submitted by the parties, as well as all documents annexed thereto, shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for each arbitrator, and one for the services of the Centre for Commercial Arbitration.

**ARTICLE 34.**

Every summon, notification or communication from the Secretariat and from the arbitral tribunal shall be served by registered post with acknowledgement of receipt and shall be deemed to have been effected on the day mentioned on such acknowledgement of receipt.

**ARTICLE 35.**

Official holidays, Saturdays and Sundays are not included in any period of time mentioned in these rules, with an exception for the one mentioned above, under Article 24.



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**ARTICLE 36.**

The costs of the arbitration proceeding shall be applied according to the schedule approved by the Board.

**ARTICLE 37.**

1. The Chairman of the Board shall fix the amount of the advance on costs to be made by each party in a sum not over 35% of the minimum amount of total costs.
2. Should the claimant fail to pay the advance on costs due by him, the arbitration shall not proceed.
3. Should the defendant fail to pay the advance on costs due by him, his answer shall be deemed to be ineffective.
4. The arbitral tribunal shall not be instituted until the advances mentioned under paragraph 1 have been paid.

**ARTICLE 38.**

1. During the course of the arbitration proceedings, the Chairman of the Board may, on his own, or under request made by the arbitral tribunal, require supplementary advances on costs from the parties, until the minimum amount of total costs, and require the parties to make deposits for arbitrators expenses.
2. Whenever the arbitral tribunal orders any evidentiary hearing or other act for which an unexpected expense must be made, the Chairman of the Board shall require from the parties special supplementary advances on costs, thereto, in the amount fixed by the arbitral tribunal.
3. The advance on costs shall be payable in equal shares by the parties. However, special advances for evidentiary hearings shall be paid by the party who requested it; special advances for arbitrators' expenses shall be paid by each party for the arbitrator appointed by it and shall be paid equally by both parties for the arbitrator appointed by both or by the Chairman of the Board.
4. If one party fails to pay the special advance on costs for a hearing due by it, said act shall not take place.
5. Failing a party to pay any other advance on costs, determined by the arbitral tribunal or by the Chairman of the Board, the proceedings shall be suspended, if the debtor is the claimant, or shall the defendant, if he is the debtor, be unable to take part in hearings or offer final arguments in writing.