



# ***RULES OF THE ARBITRATION COURT ATTACHED TO THE CZECH CHAMBER OF COMMERCE AND THE AGRARIAN CHAMBER OF THE CZECH REPUBLIC***

The Arbitration Court attached to the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic hereby issues, as a permanent arbitration court under Section 19 of Czech National Council Act No. 301/1992 Coll., on the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic, as amended, and Section 13 of Act No. 216/1994 Coll., on Arbitration Proceedings and Enforcement of Arbitral Awards, as amended, the following Rules.

## **PART ONE**

### **Section 1**

#### **General**

(1) The Arbitration Court attached to the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic (hereinafter the "Arbitration Court") is a permanent arbitration court pursuant to Act No. 216/1994 Coll., on Arbitration Proceedings and Enforcement of Arbitral Awards, as amended (hereinafter the "Act"), which acts as an independent authority for the resolution of property disputes by independent and impartial arbitrators.

(2) The Arbitration Court resolves disputes set out in paragraph 1 above if its jurisdiction over the given dispute follows from

a) a valid arbitration agreement concluded between the parties; or

b) an international treaty and an arbitration agreement can be concluded for the dispute at hand.

(3) Lack of jurisdiction of the Arbitration Court be pleaded by a party not later than together with its first act on merits taken in the proceeding. The aforementioned shall not apply to disputes arising out of consumer contracts (Section 3 (3) to (6) of the Act) or if the given party pleads that an arbitration agreement cannot be concluded for the given dispute.

(4) Proceedings before the Arbitration Court are single-instance proceedings. However, the parties may agree in the arbitration agreement that the arbitral award may be reviewed by other arbitrators on request of one or both parties. The procedure for filing a request for review of an arbitral award shall be analogous to the procedure for filing a statement of claim.

(5) A party that learns that it is a party to court proceedings concerned with setting aside of an arbitral award shall notify the Arbitration Court of this fact without undue delay; at the same time, it shall send to the Arbitration Court copies of all pleadings made in the proceedings for setting aside the arbitral award that are available to it.

(6) If a court sets aside an arbitral award and jurisdiction of the Arbitration Court has been established (Section 34 of the Act), the arbitration proceedings shall continue if a party upon setting aside the arbitral award filed a motion to continue the proceedings within 30 days from the date the court's decision came into force by which the arbitral award was set aside. Unless the parties agree otherwise in writing, the dispute shall be heard as part of the continuation of the proceedings by the arbitrators involved in the original dispute except for arbitrators who were not properly appointed either on the basis of an arbitration agreement or otherwise, or were not qualified to act as arbitrators. A motion to continue proceedings filed after the above-mentioned 30-day period is considered a Statement of Claim.

## **PART TWO**

### **Section 2**

#### **Board**

(1) The Board of the Arbitration Court shall perform acts belonging to the competence of the Arbitration Court that are not reserved for the President of the Arbitration Court, the arbitrators or the Secretary.

(2) Members of the Board may not participate in decision-making of the Board on challenge of arbitrators in cases where the decision concerns themselves. Members of the Board may act as arbitrators or presiding arbitrators unless they participated in decision-making of the Board on challenge of arbitrators in the same case and unless they participated in preparation of the Board's statement on a plea of lack of jurisdiction.

(3) Members of the Board may not participate in decision-making of the Board in cases where they act as the parties or representatives of the parties.

### **Section 3**

#### **Arbitrators**

(1) Disputes shall be resolved only by arbitrators approved to the particular dispute by the President of the Arbitration Court in the procedure pursuant to Section 23.

(2) Disputes arising out of consumer contracts may be resolved only by arbitrators registered on the list of arbitrators kept by the Ministry of Justice save for cases where the parties have concluded a submission agreement (Section 2 (3) (a) of the Act).



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(3) Arbitrators are independent in the performance of their duties and shall never act as representatives of any of the parties. The acceptance of appointment as an arbitrator must be made in writing (Section 5 (2) of the Act).

(4) Disputes shall be resolved by an arbitral tribunal composed of three arbitrators or, if so agreed by the parties, by a sole arbitrator. The constitution of an arbitral tribunal or the appointment of a sole arbitrator shall be governed by these Rules (Section 23).

(5) Unless hereafter stipulated otherwise, the provisions of these Rules on arbitrators and arbitral tribunal shall also apply to a sole arbitrator.

## Section 4

### Secretary

(1) The Secretary shall organise the matters related to the activities of the Arbitration Court and shall also pursue other activities stipulated by these Rules.

(2) The Secretary shall provide for proper imprint of all the decisions of the Arbitration Court and for custody of all documents of the Arbitration Court, shall sign the clause of legal force of a decision and, with consent of the Board of the Arbitration Court, shall publish fundamental decisions in a suitable manner. The Secretary may participate in all oral hearings.

(3) During the absence of the Secretary, his/her activities shall be performed by his/her deputy.

## PART THREE

### Arbitral Proceedings

#### 1. General

### Section 5

#### Place of Oral Hearing

(1) Oral hearings shall regularly be held at the seat of the Arbitration Court. The seat of the Arbitration Court is Prague. With consent of the Secretary granted on the basis of agreement of the parties or on the basis of instigation of the arbitral tribunal if the parties have not agreed on the place of the oral hearing, the arbitral tribunal may decide that the oral hearing shall be held at some other place in the Czech Republic or abroad. Consent of the Secretary and decision of the arbitral tribunal are not required if the proceedings are to be held at a permanent place of arbitration of the Arbitration Court.

(2) If proceedings are to be conducted abroad, the place of arbitration shall be the country where the proceedings are conducted.

### Section 6

#### Course of proceedings

(1) The arbitrators shall proceed in a manner which they consider appropriate so that the facts of the case are ascertained as

required to resolve the dispute, while maintaining equal treatment of the parties and while providing all the parties with the same opportunity to exercise their rights.

(2) The parties may agree on the procedure in which the arbitrators are to conduct the proceedings. However, if such agreement is made after the proceedings have been commenced, it shall not be binding on the arbitrators.

(3) The arbitrators shall not proceed according to the agreement made by the parties in cases where the agreement infringes on equality of the parties in the proceedings or where it deviates from the principles governing the costs of arbitral proceedings (Section 45 et seq.) including the Tariff of costs.

## Section 7

### Language of the Proceedings

The proceedings shall be conducted in the Czech (or Slovak) language unless the parties agree otherwise in writing. However, if such agreement is made after the proceedings have been commenced, it shall not be binding on the arbitrators.

## Section 8

### Submission of Documents

(1) All documents must be submitted in a number of counterparts sufficient to provide one counterpart to each of the parties and to each member of the arbitral tribunal, and one counterpart to the Secretariat of the Arbitration Court; the aforementioned shall not apply if a party delivers a document to the Arbitration Court from its data box to the data box of the Arbitration Court (Section 18a of Act No. 300/2008 Coll., on electronic acts and authorised conversion of documents) or through the public data network to the electronic address of the Arbitration Court with electronic signature based on a qualified certificate issued by an accredited provider of certified services (hereinafter "Recognised Electronic Signature").

(2) The pleadings of the parties shall be submitted in the language in which the proceedings are conducted. Written evidence shall be produced in the language in which it is drawn up. If written evidence is produced in a language other than the language of the proceedings, on request of the arbitral tribunal or on request of a party with consent of the arbitral tribunal, the evidence must be translated and produced in the language in which the proceedings are conducted.

## Section 9

### Application of Substantive Law

(1) The Arbitration Court shall resolve disputes according to the substantive law governing the subject matter of the dispute and, in commercial cases, also with regard to trade usages. In disputes arising out of consumer contracts, the arbitrators shall also follow the legal regulations on consumer protection (Section 25 (3) of the Act).

(2) With the exception of disputes arising out of consumer contracts, a dispute may be resolved ex aequo et bono; however,



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this is possible only if the parties have explicitly authorised the arbitrators to this effect.

## Section 10

### Service of Process

(1) Documents intended for the parties shall be sent by the Arbitration Court by means of their delivery to the data box unless it is made unavailable for receiving messages from a data box of a legal entity (Section 18a (1) of Act No. 300/2008 Coll., on electronic acts and authorised conversion of documents), or to the address specified by the party. If delivery to a data box is not possible and a party has not specified any address, documents shall be sent to this party to an address known to the Arbitration Court. If a party has appointed its representative, documents shall be sent to this representative means of delivery to his/her data box if possible, otherwise it shall be sent to the address of his/her registered office or place of residence, or to any other address specified by the party.

(2) Persons authorised by a given party to accept documents as well as other persons specified as the recipients of documents by the Civil Procedure Code may accept documents, instead of the addressee with effects of service on the addressee.

(3) If delivery to the recipient's data box is not possible,

a) statements of claim, statements of defence, summons, or their copies, and counterparts of arbitral awards and rulings shall be served with confirmation of receipt;

b) other documents by registered or regular mail or by means of the public data network to the electronic address of the addressee or by other electronic means; a message sent by means of the public data network to the electronic address of the addressee must contain Recognised Electronic Signature.

(4) Any of the documents set out in the preceding paragraphs may also be served in person with confirmation of receipt.

(5) Unless a given document was sent to the addressee's data box, any service of a document by the Arbitration Court shall be valid if made pursuant to paragraphs 1 to 4 above, even if the addressee refused to accept the document or has failed to collect it in spite of a notice made by a postal services operator. A document that the addressee refused to accept is deemed to have been delivered on the date when acceptance was refused. A document that was not collected by the addressee within 10 days of the notice made by the postal services operator shall be deemed to have been delivered on the last day of this period even if the addressee was not aware of the fact that the document was to be collected.

(6) A document that has been sent to a data box is deemed to be delivered at the time when the person who has access to the document being delivered in view of the scope of his/her authorisation logs into the data box.

(7) If the person pursuant to paragraph 6 does not log in to the data box within 10 days from the day of the document delivery to the data box, this document shall be considered to have been delivered on the last day of this period.

(8) If a party has changed its address after the arbitral proceedings have been commenced without notifying this fact to

the Arbitration Court, a service is valid if the documents are sent to its last known address.

(9) If a document could not be served on a party at its last known address through the procedure pursuant to paragraphs 1 to 8 above, not even through its representative or person authorised by the party to accept documents, the President of the Arbitration Court may appoint a person authorised to accept documents for such party (hereinafter an "Authorised Person"). The date of service on the Authorised Person shall be deemed to be the date of service on the addressee for whom the Authorised Person was appointed. The Authorised Person refuses to take on this responsibility for reasons that would exclude them from the consideration of the dispute as an arbitrator.

## Section 11

### Stay of Proceedings

The proceedings may be stayed on request of any party or on instigation of the arbitral tribunal on serious grounds for a definite period of time; the proceedings may be stayed on request of the claimant only after the Arbitration Fee and Lump-sum Payment to Cover Administrative Costs have been paid in the correct amount according to the value of the dispute (Section 18). The ruling on stay of the proceedings shall be rendered by the arbitral tribunal and, if the arbitral tribunal is yet to be constituted, by the President of the Arbitration Court. The proceedings are continued after expiry of the period for which the proceedings were stayed.

## Section 12

### Restitution

If any of the parties has been fully or partly unable to participate in the proceedings due to serious reasons or has failed to perform a certain act required to exercise its right without its own fault, both the above before the termination of the proceedings, the arbitral tribunal or, if the arbitral tribunal is yet to be constituted, the President of the Arbitration Court shall take appropriate measures as proposed by this party in order to enable this party to perform subsequently what it failed to perform in due time.

## Section 13

### Conservation of Evidence and Interlocutory Measures

(1) If requested by one of the parties in urgent matters, after the statement of claim has been filed, but before the arbitral tribunal is constituted, the President of the Arbitration Court may provide for conservation of evidence in a manner corresponding to the nature of the evidence and take other suitable measures to this effect.

(2) If it is ascertained during the arbitral proceedings that enforcement of the arbitral award could be endangered, any of the parties may apply to the competent court for interlocutory measures. The party that lodged the application must inform the Arbitration Court of the application as well as of the court decision.



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## Section 14

### Intervening Parties

(1) In addition to the parties (the claimant and the defendant), a person who has legal interest in the result of the proceedings and pays the Arbitration Fee may also participate in the proceedings as an intervening party if allowed by the arbitral tribunal.

(2) In the proceedings, an intervening party has the same rights and same duties as a party, except for the right to appoint an arbitrator.

## Section 14a

### Participant Accession

(1) At the request of the claimant, another participant on the plaintiff's side may join the proceedings if:

- a) the arbitral tribunal accepts the claimant's request, and
- b) the third person or persons proposed to accede on the plaintiff's side give written consent to both the accession and the composition of the arbitral tribunal.

(2) At the request of the claimant, another participant on the defendant's side may join the proceedings if:

- a) the arbitral tribunal accepts the claimant's request, and
- b) the third person or persons proposed to accede on the defendant's side give written consent to both the accession and the composition of the arbitral tribunal the consent of the original defendant is not required.

(3) If the request for the accession of a third person or persons is submitted prior to the constitution of the arbitral tribunal, Section 23 (6) shall be applied mutatis mutandis.

## Section 14b

### Participant Substitution

(1) If one of the parties believes that a legal fact occurred after the commencement of the Arbitration Proceedings, with which the legal regulations link the transfer or assignment of the right or obligation of the party to the proceedings, which are the subject of the proceedings, before the arbitral tribunal decides on the matter, they can propose the transferee of the right or obligation, or the person who has taken over the exercise of the ownership right to the property, which is the subject of the proceedings, joins the proceedings in place of the previous party to the proceedings.

(2) The arbitral tribunal shall approve the request by resolution if it is proven that the legal fact referred to in paragraph 1 occurred after the commencement of the proceedings, and if the person who is to take the place of the original claimant agrees. The legal effects associated with filing of the statement of claim remain.

(3) A person who joins the proceedings in place of the previous party to the proceedings must accept the state of the proceedings as it is at the time they join the proceedings.

## Section 15

### Acts of the Board, President and Secretary

Unless stipulated otherwise, the provisions of these Rules on proceedings before an arbitral tribunal shall also apply mutatis mutandis to acts of the Board, President or Secretary of the Arbitration Court.

## 2. Statement of Claim

### Section 16

#### Commencement of Proceedings

Arbitral proceedings shall be commenced on the date of delivery of the statement of claim to the Arbitration Court unless an international treaty binding on the Czech Republic stipulates otherwise. Payment of the Arbitration Fee and Lump-sum Payment to Cover Administrative Costs in the correct amount according to the value of the dispute shall be a precondition for proceeding on the statement of claim.

### Section 17

#### Contents of Statement of Claim

(1) The statement of claim must contain at least:

a) identification of the parties as follows:

(i) for legal entities: the business name, seat, identification number of the person;

(ii) for natural persons who operate a business: the business name (if the given person is registered in the Commercial Register), identification number of the person, name and surname (for persons not registered in the Commercial Register), place of business, place of residence;

(iii) for natural persons who do not operate a business: name, surname and place of residence; if this information is known, birth identification number or date of birth is to be specified;

b) relief claimed;

c) reasons for choosing a language of proceedings other than Czech;

d) substantiation of the jurisdiction of the Arbitration Court unless its jurisdiction follows from an international treaty binding on the parties;

e) the facts on which the claimant relies in his/her/its claims, and specification of evidence invoked by the claimant;

f) value of the dispute;

g) identification and contact details of the arbitrator appointed by the claimant or a request that the arbitrator be appointed by the President of the Arbitration Court.

(2) The statement of claim must be signed by a person authorised to this effect.



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## Section 18

### Value of Dispute

(1) The claimant is obliged to specify the value of the dispute in the statement of claim. This shall also apply if the claim or its part has a non-pecuniary nature.

(2) The value of the dispute shall be determined:

- a) by the amount claimed if the relief sought is a sum of money;
- b) by the value of the claimed property if the relief sought is the surrender of such property;
- c) by the value of the subject of the legal relationships at the time of filing the statement of claim if the claimant claims that it be determined whether or not a certain legal relationship or right exists, or if the claimant claims that manifestation of will of the parties be replaced;

d) in other cases, particularly on the basis of information available to the claimant.

(3) If several claims are being made within a single statement of claim, the value of each claim must be expressed separately and the value of the dispute shall be determined as the sum of the values of all the claims.

## Section 19

### Payment of Arbitration Fee

(1) After the proceedings have been commenced, the Arbitration Court shall request the claimant to pay the Arbitration Fee and the Lump-sum Payment to Cover Administrative Costs within the period of time stipulated in the request.

(2) Until the Arbitration Fee and the Lump-sum Payment to Cover Administrative Costs are paid in the correct amount, the statement of claim shall not be considered.

## Section 20

### Remedy of Defects of Statement of Claim

(1) If the filed statement of claim lacks the requisites set out in Section 17, the Secretary shall request the claimant to remedy the defects of the statement of claim within the period of time stipulated in the request. However, the period of time for remedying defects consisting in failure to specify data pursuant to Section 17 (a), (b), (c) and (f) must not be less than 10 days of service of the request. The Secretary may, for good cause shown, extend the period of time for remedying the defects.

(2) If the claimant fails to comply with a request to specify the value of the dispute within the stipulated period of time or determines the value of the dispute incorrectly, the value of the dispute shall be determined on the basis of available information by the Secretary.

(3) The statement of claim shall not be considered until the defects are remedied. However, the arbitral tribunal may proceed on the statement of claim in cases where all the defects have not been remedied in spite of a request, if it comes to the conclusion that the nature of the defects does not prevent the hearing of claim.

## Section 21

### Withdrawal

Until the arbitral proceedings are closed (Section 36 et seq.), the claimant may withdraw the statement of claim, either fully or partly. If the statement of claim has been withdrawn or, to the extent of the withdrawal, as appropriate, the arbitral tribunal shall discontinue the arbitral proceedings. If other parties disagree with the withdrawal for serious reasons, the arbitral tribunal shall decide that the withdrawal is ineffective. If a decision is yet to be made in the case, the arbitral tribunal shall continue the proceedings.

## Section 21a

### Amendments to the Statement of Claim

(1) The claimant may, with the consent of the arbitral tribunal, amend the proposal to commence the proceedings. The amended proposal must be delivered to the other participants, if they were not present at the oral hearing during which the amendment was made.

(2) If the arbitral tribunal accepts the amendment of the statement of claim, all members of the tribunal are called to decide on the amended proposal [Section 31(c) of the Act].

(3) If the arbitral tribunal does not accept the amendment of the proposal, it continues the proceedings on the original proposal. A submitted proposal to amend the statement of claim shall be considered a new Statement of Claim.

## 3. Preparation of Trial

## Section 22

### Statement of Defence

(1) If the Secretary considers that a statement of claim may be considered, the Secretary shall notify the defendant of its filing and shall send the defendant a copy of the statement of claim including its annexes.

(2) At the same time, the Secretary shall invite the defendant to submit its written statement and specify evidence to support his allegations, both within 14 days of the service of the statement of claim. Within the same period, the defendant is obliged to specify the identification and contact details of the arbitrator whom the defendant has chosen or request that the President of the Arbitration Court appoint the arbitrator in its stead. The aforementioned periods of time may be extended upon a request of the defendant.

## Section 23

### Constitution of Arbitral Tribunal or Appointment of Sole Arbitrator

(1) Arbitrators shall be appointed by the parties in conformity with Sections 17 and 22. If the parties do not appoint their respective arbitrators within the stipulated period of time, the



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arbitrators shall be appointed by the President of the Arbitration Court.

(2) If there are no doubts about the ability of the appointed arbitrator to properly perform his/her duties, the President of the Arbitration Court shall confirm the appointment. The confirmation of the arbitrator does not affect the possibility of the arbitrator being excluded according to Section 24. If the President of the Arbitration Court deems it necessary, the appointment of the arbitrator is confirmed by the Board. The President of the Arbitration Court may obtain the opinion of the appointed arbitrator and the parties.

(3) If the arbitrator appointed by a party is rejected, the party shall appoint a new arbitrator within the time period of 14 days, granted by the Arbitration Court. If the arbitrator appointed by the party is rejected again, the party loses the right to appoint an arbitrator, and the President of the Arbitration Court shall appoint the arbitrator.

(4) The confirmation and rejection of an arbitrator appointed by a party does not require justification and is not subject to appeal.

(5) The President of the Arbitration Court shall appoint the sole arbitrator unless the parties have agreed otherwise.

(6) If there are several claimants or several defendants in a dispute, one arbitrator shall be appointed by the claimants and one arbitrator shall be appointed by the defendants. If the claimants or the defendants do not agree on the appointment of an arbitrator within the stipulated period of time, the arbitrator shall be appointed by the President of the Arbitration Court.

(7) Arbitrators appointed and confirmed according to the paragraphs above shall elect the presiding arbitrator. The presiding arbitrator has to be confirmed by the President of the Arbitration Court in accordance with the procedure in paragraphs 2 and 4. If the arbitrators do not elect the presiding arbitrator within 14 days of the date of notice of their appointment and unless any of the parties applies for the procedure pursuant to paragraph 8 within 5 days of the date when the parties were notified that the arbitrators had not elected the presiding arbitrator, the presiding arbitrator shall be appointed by the President of the Arbitration Court.

(8) On request of any of the parties pursuant to paragraph 7 above and after payment of the Fee for Special Appointment of the Presiding Arbitrator, the Arbitration Court shall send to the parties a list of 10 arbitrators from among whom the President of the Arbitration Court intends to appoint the presiding arbitrator. Each of the parties shall have the right to notify the Arbitration Court, within 5 days of delivery of the list, of the names of not more than 4 arbitrators on the list whom the given party rejects; if the party fails to do so or if it rejects more than 4 arbitrators, it shall be deemed that it has not rejected any of the arbitrators. The President of the Arbitration Court shall then appoint the presiding arbitrator from among the arbitrators who were not rejected by any of the parties. The procedure pursuant to this paragraph shall in no way prejudice the exclusion of an arbitrator pursuant to Section 24.

(9) Until the arbitral tribunal is constituted, the President of the Arbitration Court is authorised to perform all procedural acts that are not reserved for the Secretary, except for decision on jurisdiction pursuant to Section 25 (1).

(10) Should a position of an arbitrator become vacant (be ended) during the proceedings, the party, that had to right to appoint the

original arbitrator, shall have the right to appoint a new arbitrator, even in case the original arbitrator, whose appointment has ended, had been appointed by the President of the Arbitration Court through the procedure pursuant to paragraph 1, sentence 2 above. The new arbitrator shall be appointed analogously pursuant to paragraphs 1 to 6 above. New arbitrator shall enter the proceedings in the state existing as of the date of acceptance of the appointment as an arbitrator.

(11) A change of the arbitrator during the proceedings shall not constitute a reason for a change of the presiding arbitrator.

### Section 24

#### Challenge of Arbitrator for Bias, Replacement of Arbitrator for Inactivity

(1) Each of the parties may challenge an arbitrator, the presiding arbitrator or the sole arbitrator if there is a reason to question his/her (their) lack of bias in view of his/her (their) relationship to the case, the parties or their representatives. A challenge must be made not later than by the beginning of the first oral hearing. A challenge made later shall be taken into account only if there were reasons deserving special consideration for its late making. However, in disputes arising out of consumer contracts, each of the parties may make a challenge at any time during the proceedings.

(2) The decision on excluding an arbitrator on the basis of the challenge or an assessment of whether the reasons for the late submission of the challenge were worthy of special consideration, shall be made by the remaining members of the arbitral tribunal. If they do not reach an agreement or if two or all arbitrators have been challenged, the decision shall be made by the President of the Arbitration Court. The President of the Arbitration Court shall also make a decision on the challenge of an arbitrator or arbitrators in cases where the arbitral tribunal is yet to be constituted. The President of the Arbitration Court may submit the challenge to the Board for decision.

(3) If the challenge is accepted, the new arbitrator, new presiding arbitrator or new sole arbitrator shall be elected or appointed pursuant to these Rules. The new arbitrator or the new presiding arbitrator, as appropriate, shall enter the proceedings in the state existing as of the date of acceptance of the appointment as an arbitrator or presiding arbitrator, as appropriate.

(4) If an arbitrator, presiding arbitrator or sole arbitrator, as appropriate, is unable to participate or repeatedly fails to participate in the dispute, the procedure stipulated in paragraphs 2 and 3 above shall apply analogously. The decision shall be made by the remaining members of the arbitral tribunal provided that these facts are related to one member of the tribunal. In cases where the facts set out in the preceding sentence are related to a sole arbitrator or to two or all members of an arbitral tribunal, the decision shall be made by the Board on application of any party or on instigation of a member (members) of the arbitral tribunal.

(5) If the arbitral tribunal considers it necessary, it may again discuss any matters that have already been discussed at previous hearings.





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## Section 25

### Decision on Jurisdiction

(1) Decisions on jurisdiction of the Arbitration Court shall be made by the arbitral tribunal. Before making this decision, it may request a statement from the Board. It shall present the file to the Board together with a brief report to this end.

(2) The arbitral tribunal shall discontinue the proceedings by its ruling if it comes to the conclusion that the Arbitration Court lacks jurisdiction. It shall reject a plea of lack of jurisdiction by its ruling if it comes to the conclusion that the Arbitration Court has jurisdiction in the given case.

(3) Before requesting a statement from the Board of the Arbitration Court pursuant to paragraph 1 above, the arbitral tribunal shall take measures as it deems necessary to avoid a harm to the parties or to preserve the results of proceedings unless the competence to take such measures belongs to a court of law or some other authority.

(4) Each party may request the Board to review the ruling on discontinuation of the proceedings on the grounds of lack of jurisdiction of the Arbitration Court within 15 days of delivery of the ruling.

(5) If the request for review of the ruling on discontinuation of arbitral proceedings may be discussed by the Board (Section 51), the Secretary shall present the file to the Board together with a brief report.

(6) The Board shall annul the ruling of the arbitral tribunal on discontinuation of arbitral proceedings by its ruling if it comes to the conclusion that the Arbitration Court has jurisdiction in the given case. Before making the decision, the Board may convene an oral hearing if this is substantiated by the circumstances. The arbitral tribunal is bound by the ruling of the Board and shall continue the proceedings.

(7) The Board shall uphold the ruling on discontinuation of arbitral proceedings by its ruling if the conditions for its annulment have not been fulfilled.

## Section 26

### Preparation for Hearing of Dispute

(1) The arbitral tribunal shall check the state of preparation of the dispute for hearing and, if it deems it necessary, it shall take additional measures to prepare the hearing of the dispute, including, in particular, a request for written statements, evidence and other supplementary documents, and shall set adequate deadlines to this end.

(2) The arbitral tribunal may decide on list of issues to be resolved in the proceedings.

## Section 26a

### Consolidation of Arbitration Proceedings

(1) The arbitral tribunal may join two or more separate commenced arbitrations into a single arbitration, if the same arbitral tribunal decides in these proceedings, if:

a) the parties to all the consolidated proceedings have agreed to the consolidation; or

b) all claims in the relevant arbitrations were raised under the same arbitration agreement or arbitration agreements; or

c) the claims in the relevant arbitration proceedings are not raised on the basis of the same arbitration agreement or arbitration agreements, however, the arbitration proceedings are conducted between the same parties, the disputes in the arbitration proceedings arose in connection with the same legal relationship, and the arbitral tribunal finds the arbitration agreements joinable.

(2) If arbitration proceedings are being consolidated, they shall be consolidated into the arbitration that was commenced first, unless otherwise agreed by all parties.

## Section 27

### Summons to Oral Hearing

The Arbitration Court shall notify the parties of the time and venue of the oral hearing by a summons that shall be sent to the parties sufficiently in advance so that each of the parties has at least 10 days for preparation for the hearing.

## 4. Conduct of the Proceedings

### Section 28

#### Oral Hearing

(1) Disputes shall be discussed in a closed hearing. With consent of the parties, the arbitral tribunal may allow persons other than the participants to be present at the hearing. On request of one of the parties, the oral hearing may be attended by an interpreter appointed by the arbitral tribunal, despite the lack of the other party's consent.

(2) The oral hearing shall be attended by the parties and/or their representatives, as appropriate.

(3) If a party that has been properly notified of the time and venue of the oral hearing fails to appear for the hearing, its absence shall not prevent hearing of the dispute.

(4) Each of the parties may consent to the oral hearing held in its absence.

(5) If required, the oral hearing may be adjourned based on a motion of a party or on instigation of the arbitral tribunal.

(6) A motion for an adjournment of the oral hearing must be delivered at least 3 days before the date of the oral hearing. A decision on the motion shall be made by the arbitral tribunal.

## Section 28a

### Remote Oral Hearing

(1) The arbitral tribunal may invite the parties to state, within a period which shall not be less than 10 days from the delivery of the summons, whether they agree that the oral hearing in the case according to Section 28 would be replaced by oral hearing



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held remotely by technical means (hereinafter “remote oral hearing”). Should a party fail to express its position within the stipulated period of time, it is assumed that the party agrees with the remote oral hearing.

(2) A remote oral hearing cannot be held if either party expressly disagrees with the remote oral hearing. This is without prejudice to the possibility of inviting the parties under the procedure according to paragraph (1) to agree to the remote oral hearing repeatedly in the further course of the proceedings.

(3) Details on the holding of remote oral hearings are set out in the Additional Procedures for Holding the Remote Oral Hearings.

(4) The provisions of these Rules regulating oral hearings changed to remote oral hearings shall apply adequately unless otherwise provided in the Additional Procedures for Holding the Remote Oral Hearing.

## Section 28b

### Duty to advise

(1) Arbitrators are not obliged to advise the parties about their procedural rights and obligations, unless otherwise stipulated in these Rules.

(2) If the arbitrators find that a party has not yet submitted the evidence necessary to prove the disputed claims, they shall invite them to submit such evidence and shall advise them about the consequences of failure to comply with this call.

(3) In case of disputes arising out of consumer contracts, the arbitrators shall invite the party to supplement their statements if it turns out that the party did not describe all relevant facts or stated them incompletely, or the arbitrators consider that the matter can be assessed from a legal point of view differently than according to the party's legal opinion.

## Section 29

### Simplified Proceedings

(1) Except for disputes arising out of consumer contracts, the parties may agree in writing that the arbitral tribunal shall resolve the dispute without an oral hearing on the basis of written documents only. However, the arbitral tribunal may convene an oral hearing if the presented documents are found to be insufficient for its decision.

(2) Except for disputes arising out of consumer contracts, the arbitral tribunal may invite the parties to express their position as to the dispute being resolved without an oral hearing on the basis of written documents only within the period of time which must not be less than 10 days as of service of the request. Should a party fail to express its position within the stipulated period of time, it is assumed that the party agrees with the dispute to be resolved without an oral hearing.

(3) Anytime before the consideration of the dispute is closed, the parties may agree in writing that it is not necessary to state the reasons for the arbitral award.

## Section 30

### Expedited Proceedings

(1) Expedited proceedings where the arbitral award or a ruling on discontinuing the proceedings is rendered

a) within two months of payment of the increased Arbitration Fee shall be conducted on the basis of a written agreement of the parties and based on application of any party that has paid the increased Arbitration Fee, or

b) within four months of payment of the increased Arbitration Fee shall be conducted on application of any party that has paid the increased Arbitration Fee,

unless the above periods of time have been extended on request or with consent of the party that paid the increased Arbitration Fee.

(2) The periods of time stipulated by these Rules shall be reduced in expedited proceedings

a) pursuant to par. 1 (a) above, to one third; and b) pursuant to par. 1 (b) above, to one half,

except for the deadlines pursuant to Section 22 (2) and Section 28 (6).

(3) Other conditions of expedited proceedings, particularly the amount of the increased Arbitration Fee, are stipulated in Section 49.

## Section 31

### Counterclaim

(1) The defendant may file a counterclaim before the consideration of the dispute is closed. However, if the defendant causes delays in the arbitral proceedings by unjustifiably late filing of the counterclaim, the defendant may be required to pay the increased costs incurred by the Arbitration Court for this reason, as well as to pay the increased costs of the other party related to this fact.

(2) The admission of a counterclaim is governed by the provision on the amendment of the statement of claim *mutatis mutandis* (Section 21a).

(3) The provisions on a statement of claim shall apply to a counterclaim *mutatis mutandis* (Sections 17 to 21).

(4) A set-off defence, if the claim raised follows from a different legal relationship than the claim raised by the statement of claim, or if the claim raised is not eligible for set-off because it is uncertain or indefinite, for the purposes of conducting the dispute, it shall be considered as a separate claim that must be raised by a counterclaim or a separate statement of claim. The arbitrators shall inform the defendant of this fact.

## Section 32

### Attempt to Reach Amicable Settlement

Based on circumstances of the case, in each phase of the proceedings, the arbitral tribunal is authorised to invite the parties to conclude an amicable settlement and to make





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proposals, recommendations and instigations that may, in tribunal's view, contribute to such settlement.

## Section 33

### Minutes of Oral Hearing

(1) Minutes shall be made of the oral hearing in the language of the proceedings; the minutes must contain the following data:

- a) designation of the Arbitration Court;
- b) reference number of the case;
- c) venue and date of the oral hearing;
- d) identification of the parties and/or their representatives, as appropriate;
- e) information on participation of the parties and/or their representatives, as appropriate;
- f) names of the arbitrators, witnesses, experts, interpreters and other participants in the oral hearing;
- g) concise and accurate description of the course of the oral hearing;
- h) requests of the parties and the contents of other important declarations;
- i) signatures of the arbitrators.

(2) The parties are entitled to become acquainted with the contents of the minutes and sign it.

(3) The parties shall receive a copy of the minutes after the end of the oral hearing.

(4) The arbitral tribunal may take an audio or audio-visual recording (hereinafter the "recording") of some actions instead of making minutes. The recording shall be stored on a data carrier that is part of the file.

(5) The parties shall receive a copy of the recording after the end of the oral hearing.

## 5. Taking of Evidence

### Section 34

#### Evidence

(1) The parties are obliged to prove the circumstances on which they rely in respect of their claims or pleas, as well as in their other assertions.

(2) The parties may produce written evidence either in the original counterpart or in a copy. The arbitral tribunal may request the original counterpart of a produced deed.

(3) Evidence shall be taken in the manner stipulated by the arbitral tribunal. The presiding arbitrator or several arbitrators may be entrusted to take evidence by ruling of the arbitral tribunal.

## Section 35

### Evaluation of Evidence

The arbitral tribunal shall be free to assess the evidence in its discretion.

## 6. Closing of Proceedings

### Section 36

#### Decision

Arbitral proceedings are terminated by the entry of the arbitral award into legal force or by service of the ruling on discontinuation of the proceedings.

### Section 37

#### Closing of Consideration of Dispute

(1) Once the arbitral tribunal comes to the conclusion that all the circumstances related to the dispute have been sufficiently clarified, it shall render a ruling to the effect that the consideration of the dispute has been closed.

(2) Until the arbitral award or the ruling on discontinuation of the proceedings is rendered, the arbitral tribunal may reopen the consideration of the dispute and also convene a new oral hearing by a ruling if this is required to clarify the facts of the case or determine the opinions of the parties.

### Section 38

#### Rendering an Arbitral Award

(1) An arbitral award shall be rendered in those cases where a decision on merits is made or where a duty to pay the costs of the proceedings is imposed, including cases where an arbitral award is to be rendered on request of the parties on the basis of amicable settlement reached by the parties. An arbitral award based on amicable settlement reached by the parties may only be rendered if the settlement does not contravene legal regulations.

(2) In the operative part of the arbitral award where a duty to perform is imposed, the arbitrators shall also specify the deadline for the performance.

(3) Where only a part of the subject matter of the dispute has been sufficiently clarified, the arbitral tribunal may declare the proceedings closed only in respect of this part and render a decision in the form of a partial arbitral award, whereas the proceedings shall continue in respect of the remaining parts and a decision shall be made thereon.

(4) If the dispute is concerned with both the basis and amount of the claim, the arbitral tribunal may first discuss and make a decision on the basis of the claim, by means of an interim arbitral award, and only then, if necessary, continue the proceedings on the amount of the claim and make a decision thereon.

(5) The date when the arbitral award is announced orally and, if it is not announced, the date specified therein shall be deemed to be the date of rendering of the arbitral award.



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(6) The provisions on an arbitral award shall also apply to a partial and interim arbitral award.

## Section 39

### Contents of Arbitral Award

(1) An arbitral award shall contain, in particular:

- a) name of the Arbitration Court;
- b) place and date of rendering the award;
- c) names and surnames of the arbitrators or sole arbitrator;
- d) identification of the parties, their representatives and other participants in the dispute;
- e) subject matter of the dispute;
- f) the operative part in which a decision is made on the claims brought and on the costs of the dispute;
- g) reasoning, save for cases where the parties to a dispute other than a consumer dispute have agreed that reasoning is not required;
- h) advice on the effects of its delivery and, if the parties have agreed on the possibility of reviewing the arbitral award, on the possibility of its review;
- i) advice on the right to lodge an application for setting the award aside with a court of law if the award is concerned with a dispute arising out of a consumer contract;
- j) signatures of a majority of arbitrators or signature of the sole arbitrator;
- k) if the award was not reached unanimously, also information on this fact.

(2) If any of the arbitrators cannot sign the arbitral award or has refused to sign it, the President of the Arbitration Court shall state this fact in the arbitral award and confirm it by his/her signature.

(3) The arbitral award shall be co-signed by the President and Secretary of the Arbitration Court; they also verify the signatures of the arbitrators thereby.

(4) To the parties shall be delivered a counterpart of the arbitral award in paper form or the arbitral award in electronic form; abroad, a counterpart of the arbitral award shall always be delivered in paper form.

(5) The counterpart of the arbitral award is signed by the President or the Secretary of the Arbitration Court.

(6) The arbitral award in electronic form and an electronically prepared counterpart of the arbitral award in paper form must contain qualified electronic signatures and qualified electronic time stamp of the Arbitration Court.

## Section 40

### Voting on Arbitral Award

(1) The arbitral tribunal shall decide on an arbitral award by a majority of votes. The outvoted arbitrator has the right to enter their differing opinion into the file; this opinion shall not be public and only the Board shall have access to it.

(2) If there are more than two differing opinions on the amounts that the arbitral tribunal is to award or reject, the vote cast for the highest amount shall be added to the vote cast for the next highest amount.

## Section 41

### Announcement of Arbitral Award

(1) After a ruling has been rendered on closing the consideration of the dispute, the presiding arbitrator shall announce the arbitral award including the operative part of the arbitral award. If at least one of the parties is present, the presiding arbitrator shall also state concise reasoning for the arbitral award.

(2) The arbitral tribunal may decide that the parties shall be served with the written arbitral award without its oral announcement.

## Section 42

### Amendment and Correction of Arbitral Award

(1) On request of a party made within 30 days of service of the arbitral award on the parties, the arbitral tribunal may render a amending award if it is found that a decision has not been made on all the claims of the parties.

(2) The arbitral tribunal shall correct any typing and calculating errors and other clear mistakes made in the arbitral award at any time on request of any of the parties or on its own instigation. The procedure in making a decision on the correction, its signature and service is the same as for an arbitral award.

(3) An amending award or corrective ruling related to an arbitral award shall constitute an integral part of the amended or corrected award. The parties are not obliged to pay any costs associated with amending or correcting the arbitral award.

## Section 43

### Performance of Arbitral Award

(1) The Parties are obliged to perform all the duties imposed by the arbitral award within the periods of time stipulated therein. Upon expiry of these periods of time, the arbitral award becomes enforceable in conformity with the laws of the country of enforcement.

(2) If an arbitral award does not impose any duty to perform, the arbitral award is enforceable once it comes into legal force.

(3) An arbitral award that is in legal force and that imposes a certain manifestation of will replaces such a manifestation of will.



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## Section 44

### Discontinuance of Proceedings without Rendering Award

(1) If an arbitral award is not rendered in the dispute, the proceedings are terminated by rendering the ruling on discontinuation of the proceedings.

(2) A ruling on discontinuation of proceedings shall be rendered, in particular

- a) if the statement of claim has been withdrawn by the claimant;
- b) if the Arbitration Court lacks jurisdiction;
- c) if the Arbitration Fee or Lump-sum Payment to Cover Administrative Costs has not been paid pursuant to the Principles Governing the Costs of Arbitral Proceedings (Section 45 et seq.).

(3) Sections 38 and 39 shall apply mutatis mutandis to rendering of a ruling on discontinuation of proceedings.

(4) If the decision is being made prior to payment of the Arbitration Fee (Section 19), the ruling on discontinuation of the proceedings shall be rendered by the President of the Arbitration Court.

## PART FOUR

### Principles Governing the Costs of Arbitral Proceedings

#### Section 45

##### Costs of Arbitral Proceedings

(1) The costs of arbitral proceedings comprise:

- a) the Arbitration Fee;
- b) the Review Fee;
- c) the Fee for Special Appointment of the Presiding Arbitrator;
- d) Administrative Costs of the Arbitration Court;
- e) Special Costs incurred by the Arbitration Court;
- f) Costs of the Parties.

(2) The Arbitration Fee serves to partially cover the general costs related to activities of the Arbitration Court. The fee is collected for each dispute.

(3) The Review Fee serves to partially cover the costs related to the proceedings on a request for review of a ruling on discontinuation of proceedings on the grounds of lack of jurisdiction of the Arbitration Court (Section 25 (4) to (7)) (hereinafter the "Review Fee").

(4) The Fee for Special Appointment of the Presiding Arbitrator serves to partially cover the costs related to special appointment of the presiding arbitrator pursuant to Section 23 (8) (hereinafter the "Fee for Special Appointment of the Presiding Arbitrator").

(5) Administrative Costs of the Arbitration Court are increased costs incurred by the Arbitration Court in relation to conducting a specific dispute and are paid by means of the lump-sum payment in addition to the fee (hereinafter the "Lump-sum Payment to Cover Administrative Costs").

(6) Special Costs incurred by the Arbitration Court are costs incurred in conducting a specific dispute, particularly in taking of evidence, reimbursing of the expert's fee, conducting oral hearings outside the seat of the Arbitration Court, translating documents, making minutes in a foreign language, reimbursing the interpreter's fee, reimbursing the travel and accommodation costs incurred by the arbitrators, reimbursing the costs related to activities of an Authorised Person, etc., shall be paid in the amount of the actual costs thus incurred (hereinafter "Special Costs").

(7) Costs of the Parties are the costs incurred by the parties on the coverage of expenses necessary for effective application or protection of law, specifically the fees of legal representation and/or travel and accommodation costs (hereinafter the "Costs of the Parties").

## Section 46

### General Provisions on Costs and Payments

(1) Costs or Lump-sum Payment to Cover Administrative Costs paid under these Rules shall be refunded to the pertinent party only if it is expressly set out in these Rules. In other cases, they cannot be refunded regardless of when and under which circumstances the proceedings were terminated.

(2) Payments shall be calculated in the Czech currency provided that the value of the dispute is expressed in this currency. In other cases, they shall be calculated according to a decision of the Secretary of the Arbitration Court either in EUR or in USD.

(3) If claims are made in various currencies, the Secretary shall usually determine a single currency in which the payments to the Arbitration Court are to be made.

(4) The participants shall make payments in CZK, EUR or USD according to the foreign exchange rate of the Czech National Bank applicable on the date of filing the statement of claim or the counterclaim, as appropriate, on the date of raising a set-off defence or on the date of delivery of a request for review of a ruling on discontinuation of arbitral proceedings.

(5) Payments are deemed to be effected at the time when they are credited to the full extent to the bank account of the Arbitration Court or paid to the full extent in cash at the cash desk of the Arbitration Court.

## Section 47

### Arbitration Fee

(1) The Arbitration Fee is stipulated in the Tariff of costs, which is attached to these Rules as its annex (hereinafter the "Tariff"), and shall be determined according to the value of the dispute. The Arbitration Fee must be paid by the claimant upon filing of the statement of claim and by the defendant upon filing of the counterclaim or raising a set-off defence pursuant to Section 31 (4), as appropriate. Until the fee is paid, the statement of claim, counterclaim or set-off defence pursuant to Section 31 (4) shall not be considered. If the fee is not paid even within an additional period in the correct amount (Section 18), the proceedings shall be discontinued.



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(2) The Arbitration Fee must also be paid by the person who intends to participate in the proceedings as an intervening party.

(3) If the value of the dispute, counterclaim or set-off defence pursuant to Section 31 (4) increases during the proceedings or if the dispute ceases to be a domestic dispute (Section 57 (2)) during the proceedings, the value of the dispute shall be determined analogously pursuant to section 20 (2) and the party is obliged to pay the difference between the original and newly set amount of the fee. If the party fails to do so before the ruling by which the consideration of the dispute is closed is rendered, the arbitral tribunal shall discontinue the proceedings in respect of the part concerning the extension of the claim that resulted in the increase in the fee and in respect of which the fee was not paid.

(4) If the parties agree pursuant to Section 1 (6) that the dispute shall not be decided by the arbitrators involved in the original dispute, the parties shall pay the Arbitration Fee according to the Tariff for the new consideration of the dispute in equal shares or in the ratio agreed by the parties. If the fee is not paid within the period of time set by the Arbitration Court, the proceedings shall be discontinued.

## Section 48

### Reduction and Partial Refund of Arbitration Fee

(1) The fee shall be reduced by 20 % if the dispute is resolved by a sole arbitrator.

(2) The fee shall be reduced by 10 % if the arbitral award is rendered without reasoning on request of the parties (Section 29 (3)).

(3) If a withdrawal of the statement of claim is delivered to the Arbitration Court by the claimant or a withdrawal of the counterclaim or of the set-off defence pursuant to Section 31 (4) is delivered to the Arbitration Court by the defendant, both the above to the full extent, not later than 7 days before the date of the first oral hearing or within 14 days of payment of the full amount of the fee if an oral hearing is not to be held based on agreement of the parties, 50 % of the difference between the amount of the fee according to the Tariff and the minimum fee shall be refunded; this does not apply if there was continuance at the request of one of the parties within a period shorter than 7 days before the date of the first oral hearing.

(4) In cases set out in paragraphs 2 and 3 above, the decision on partial refund of the fee shall be made by the arbitral tribunal in the arbitral award or in the ruling by which the proceedings are discontinued. If the arbitral tribunal is yet to be constituted, the decision on refund of a part of the fee shall be made by the Secretary. In case of partial withdrawal of the statement of claim or counterclaim or set-off defence pursuant to Section 31 (4), the fee shall not be refunded.

(5) If there are several concurrent grounds for reduction of the fee pursuant to paragraphs 1 and 2 above, the maximum total reduction of the fee shall be 20 %.

(6) The amount of the fee determined according to the Tariff shall be the basis for reduction or partial refund.

(7) The fee shall not be reduced under an amount corresponding to the amount of the minimum fee. The minimum fee shall not be refunded.

(8) If the proceedings are discontinued on the grounds of lack of jurisdiction of the Arbitration Court, the fee shall not be refunded.

(9) In the case of consolidation of Arbitral Proceedings pursuant to Section 26a, the fee shall not be refunded, not even in part.

## Section 49

### Expedited Proceedings

(1) The fee for conducting a dispute in expedited proceedings is increased

a) by 75 % of the fee according to the Tariff in cases where the dispute is to be resolved within two months (Section 30 (1) (a));

b) by 50 % of the fee according to the Tariff in cases where the dispute is to be resolved within four months (Section 30 (1) (b)).

Section 48 shall not apply to determining the increase of the fee for conducting the dispute in expedited proceedings. The reduction of the fee pursuant to Section 48 shall not be applied to the increased part of the fee for expedited proceedings.

(2) The increased fee for conducting the dispute in expedited proceedings shall be paid by the party on whose application the accelerated proceedings are conducted.

(3) If the arbitral award or ruling by which the proceedings are discontinued is not rendered within the periods of time pursuant to paragraph 1 above or the periods of time extended by the party that paid the increased fee, the arbitral tribunal shall decide on the partial refund of the fee.

## Section 50

### Fee for Counterclaim and for Set-off Defence

The provisions on the fee shall apply analogously to a counterclaim and to a set-off defence pursuant to Section 31 (4). The party that raises the set-off defence in the proceedings is obliged to pay a fee calculated based on the value of the claim being used for the set-off defence.

## Section 51

### Review Fee

(1) The fee for processing a request for review of the ruling on discontinuation of the proceedings on the grounds of lack of jurisdiction of the Arbitration Court (Section 25 (4) to (7)) shall equal 50 % of the amount of the fee pursuant to the Tariff.

(2) Until the Review Fee is paid, the request for review of the ruling on discontinuation of the proceedings shall not be considered. If the Review Fee is not paid even within an additional period of time in the correct amount, the Secretary shall reject the request for review of the ruling on discontinuation of the proceedings on the grounds of lack of jurisdiction of the Arbitration Court.

(3) If the Board annuls the ruling on discontinuation of the proceedings on the grounds of lack of jurisdiction of the Arbitration Court, the Review Fee shall be refunded.



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## Section 52

### Fee for Special Appointment of Presiding Arbitrator

- (1) The Fee for Special Appointment of the Presiding Arbitrator pursuant to Section 23 (8) is stipulated in the Tariff.
- (2) The fee shall be paid by the party that proposed the procedure pursuant to Section 23 (8).
- (3) If the fee is not paid within the period of time stipulated by the Arbitration Court, the procedure in appointing the presiding arbitrator shall be the same as if the procedure pursuant to Section 23 (8) had not been requested.

## Section 53

### Lump-Sum Payment to Cover Administrative Costs

- (1) The claimant is obliged to provide the Lump-sum Payment to Cover Administrative Costs (Section 45 (5)) to the Arbitration Court within the period of time stipulated by the Secretary in the amount stipulated in the Tariff. This procedure shall apply mutatis mutandis in respect of a counterclaim and a set-off defence pursuant to Section 31 (4).
- (2) If a dispute is to be resolved in simplified proceedings on the basis of the presented written documents only without an oral hearing (Section 29 (1) and (2)), the Lump-sum Payment to Cover Administrative Costs shall be reduced by 10 %. The Lump-sum Payment to Cover Administrative Costs shall not be reduced if it is found during the proceedings that the presented written documents are insufficient for resolving the case and the arbitral tribunal convenes an oral hearing.
- (3) A decision on partial refund of the Lump-sum Payment to Cover Administrative Costs pursuant to paragraph 2 above shall be made by the arbitral tribunal in the arbitral award or in the ruling by which the proceedings are discontinued. If the arbitral tribunal is yet to be constituted, the decision on refund of a part of the Lump-sum Payment to Cover Administrative Costs shall be made by the Secretary.
- (4) If a party withdraws the statement of claim, counterclaim or the set-off defence pursuant to Section 31 (4) to the full extent within the deadline pursuant to Section 48 (3), 50 % of the provided Lumpsum Payment to Cover Administrative Costs shall be refunded to the party. In case of partial withdrawal of the statement of claim or counterclaim or set-off defence pursuant to Section 31 (4), the Lump-sum Payment to Cover Administrative Costs shall not be refunded.
- (5) The Lump-sum Payment to Cover Administrative Costs shall be usually determined and paid in the same currency as the fee (Section 46).
- (6) If a party fails to pay the set Lump-sum Payment to Cover Administrative Costs, the arbitral tribunal shall discontinue the proceedings.
- (7) If the value of the dispute, counterclaim or set-off defence pursuant to Section 31 (4) increases during the proceedings, the party is obliged to pay the difference between the original and newly set amount of the Lump-sum Payment to Cover Administrative Costs. If this obligation is not fulfilled by the time of rendering of the ruling by which the consideration of the dispute is closed, the arbitral tribunal shall discontinue the

proceedings in the part concerning the extension of the brought claim that was the reason for increasing the Lump-sum Payment to Cover Administrative Costs and in respect of which the Lump-sum Payment to Cover Administrative Costs has not been paid.

- (8) If the proceedings are discontinued on the grounds of lack of jurisdiction of the Arbitration Court, 50 % of the Lump-sum Payment to Cover Administrative Costs shall be refunded.

## Section 54

### Special Costs

- (1) The parties are obliged to provide an adequate advance to cover the Special Costs (Section 45 (6)) in the amount and within the period of time stipulated by the arbitral tribunal. If it is necessary to increase the advance on Special Costs during the proceedings, because the stipulated amount does not suffice to cover these costs, the parties are obliged to provide (even repeatedly), on request of the arbitral tribunal, another advance within the stipulated period of time. The obligation to provide an advance or another advance may be imposed only on one of the parties if the given party gave a cause for the Special Costs or if these costs are incurred in its interest.
- (2) The acts for which the advance or another advance is intended shall not be performed if the stipulated advance or another advance has not been provided.
- (3) If an oral hearing is to be held or decision rendered in a language other than Czech, the amount of such special cost shall be determined by the Secretary on the basis of a proposal from the arbitral tribunal. The determination of special costs for translations will only occur if the costs of translations are not covered by the Lump-Sum Payment to cover administrative costs of the Arbitration Court (Section 53). Until the special cost is paid, the case shall not be heard in a language other than Czech or the decision shall not be rendered in such other language.
- (4) Final decision on Special Costs shall be made in the arbitral award or ruling by which the proceedings are discontinued.

## Section 55

### Payment of Costs of Proceedings

- (1) The arbitral tribunal shall award the party that was fully successful in the case reimbursement of the costs of the arbitral proceedings against the party that was not successful in the case.
- (2) Legal representation costs mean the attorney's fee, overhead costs and compensation for lost time stipulated by the special regulation (Decree of the Ministry of Justice No. 177/1996 Coll.), including value added tax if the legal counsel is a payer of this tax. The parties may agree in writing that the legal representation costs shall be determined in some other way unless a dispute arising out of a consumer contract is concerned.
- (3) If each of the parties was partially successful in the dispute, the arbitral tribunal shall award each party reimbursement of the costs of the proceedings according to the rate of its success or shall declare that neither of the parties is entitled to reimbursement of the costs, as appropriate.
- (4) The arbitral tribunal may award full reimbursement of the costs to a party that was only partially successful in the



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proceedings if it was unsuccessful only with a negligible part of the raised claim or if the decision on the amount was dependent on an expert report or discretion of the arbitral tribunal.

(5) If any of the parties caused that the proceedings had to be discontinued, it is obliged to pay the costs of the proceedings. However, if a party withdraws a justified statement of claim or counterclaim in view of the conduct of the counterparty, the counterparty is obliged to pay the costs.

(6) In justified cases, the arbitral tribunal need not award reimbursement of the costs.

(7) The parties may agree otherwise on reimbursement of the Costs of the Parties.

## Section 56

### Exceptions

(1) As an exception from the provisions of Section 55, the arbitral award may impose a duty on one of the parties to reimburse the other party of certain costs if the latter incurred these costs unnecessarily on the basis of purposeless or undutiful acts of the counterparty.

(2) The costs incurred by the Arbitration Court in respect of interpreting of the oral hearing (Section 28 (1)) shall always be borne by the party that gave a cause for these costs.

(3) The increase of the fee for conducting the dispute in expedited proceedings with a decision to be made in four months shall be borne by the party on whose application the expedited proceedings are conducted.

## Section 57

### Tariff of Costs

(1) The Tariff of costs constitutes an integral part of the Rules.

(2) For the purposes of the Tariff, domestic dispute means a dispute in which the Czech substantive law is applicable, the proceedings are conducted in Czech language and in the territory of the Czech Republic, the decision is rendered in Czech language and all the participants, and/or branches of foreign legal persons participating in a dispute and registered in the Czech Commercial Register if the dispute is related to the branches of foreign legal persons, have their registered office or place of residence in the territory of the Czech Republic. Disputes that meet the definition of a domestic dispute are charged, like other disputes, with an arbitration fee and a Lump-sum Payment to cover administrative costs per the Tariff of Costs.

## PART FIVE

### Section 58

#### Conciliation

(1) Based on application of any of the parties and with consent of the other party, the Arbitration Court shall conduct a voluntary conciliation, regardless of whether the parties have concluded an arbitration agreement. Each of the parties shall pay one half of

the fee for the conciliation and of the Lump-sum Payment to Cover Administrative Costs in the amount stipulated in the Tariff.

(2) The conciliation shall be conducted before a conciliation committee consisting of the Secretary and two members; each party shall appoint one member. The conciliation committee shall be chaired by the Secretary.

(3) The opinions of the parties shall be discussed during an oral hearing convened for this purpose by the Secretary.

(4) The parties may either accept or reject the proposal for amicable solution recommended to the parties by the conciliation committee after the conciliation.

(5) The proposal for amicable solution may not be held against the parties in any potential further dispute. Anything stated by the parties during the conciliation may also not be held against the parties.

## PART SIX

### Section 59

#### Application of the Act

Any matters not regulated by these Rules shall be governed by the provisions of the Act.

## Section 60

### Final Provision

(1) These Rules were published in Commercial Journal No. 23/12 of 6 June 2012. Amendment No. 1 to these Rules was published in the Commercial Journal on 15 September 2015.

(2) These Rules repeal

a) the Rules of the Arbitration Court attached to the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic published in Commercial Journal No. 51/94;

b) the Rules of the Arbitration Court attached to the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic published in Commercial Journal No. 12/95;

c) amendment to the Rules of the Arbitration Court attached to the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic and amendment and supplement to the Principles Governing the Costs of Arbitral Proceedings published in Commercial Journal No. 43/95;

d) amendment and supplement to the Rules of the Arbitration Court attached to the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic and to the Principles Governing the Costs of Arbitral Proceedings published in Commercial Journal No. 11/96;

e) the Rules of the Arbitration Court attached to the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic published in Commercial Journal No. 30/98;

f) Appendix No. 1 to the Rules and Principles Governing the Costs of Arbitral Proceedings for Domestic Disputes published in Commercial Journal No. 45/99;





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g) Appendix No. 2 to the Rules and Principles Governing the Costs of Arbitral Proceedings for Domestic Disputes published in Commercial Journal No. 17/02;

h) Appendix No. 3 to the Rules and Principles Governing the Costs of Arbitral Proceedings published in Commercial Journal No. 5/07;

ch) the Tariff of Costs of Arbitral Proceedings – Domestic Disputes, as an annex to the Principles Governing the Costs of Arbitral Proceedings for Domestic Disputes published in Commercial Journal No. 17/11.

(3) Proceedings commenced before 1 July 2012 shall be completed according to the former regulations unless the parties agree in writing that they shall be completed pursuant to these Rules. This provision shall not be prejudiced by the limitations following from Section 6 (2) and Section 7 in respect of agreement of the parties on the procedure in arbitral proceedings or agreement on the language in which the proceedings shall be conducted.

(4) The procedure in expedited proceedings with rendering of the arbitral award or ruling on discontinuation of the proceedings within one month from payment of the increased Arbitration Fee according to the arbitration agreement concluded before 1 July 2012 shall be governed by these Rules, whereas Section 30 (1) (a) shall not apply, and the arbitral award or ruling on discontinuation of the proceedings shall be rendered within the agreed deadline.

(5) These Rules shall enter into effect on 1 July 2012.

(6) The Amendment No. 1 to these Rules shall enter into effect on 1 October 2015.

(7) The Amendment No. 2 to these Rules shall enter into effect on 1 July 2018.

(8) The Amendment No. 3 to these Rules shall enter into effect on 1 December 2020.

(9) The Amendment No. 4 to these Rules shall enter into effect on 1 January 2023.

(10) The Amendment No. 5 to these Rules shall enter into effect on 1 January 2025.

Transitional provisions of the Amendment No. 1 to these Rules which has entered into effect on 10 October 2015:

The proceedings commenced before 1 October 2015 shall be completed according to the former regulations unless the parties jointly propose for the proceeding to be completed pursuant to these Rules.

Transitional provisions of the Amendment No. 4 to these Rules, which has entered into effect on 1 January 2023:

The Proceedings commenced before the effective date of this Amendment shall be completed according to the existing regulations, with the exception of Section 39 (4), (5) and (6), which also applies to proceedings initiated commenced the effective date of this Amendment.

Transitional provisions of the Amendment No. 5 to these Rules which has entered into effect on 1 January 2025:

The proceedings commenced before the effective date of this Amendment shall be completed according to the former regulations.



## ARBITRATION COURT

attached to the Czech Chamber of Commerce  
and the Agrarian Chamber of the Czech Republic

### ANNEX TO THE RULES OF THE ARBITRATION COURT ATTACHED TO THE CZECH CHAMBER OF COMMERCE AND THE AGRARIAN CHAMBER OF THE CZECH REPUBLIC

#### TARIFF OF COSTS DOMESTIC DISPUTES

DOMESTIC DISPUTES		
Value of Dispute Fee	Fee	Lump-sum Payment to Cover Administrative Costs
up to CZK 100,000,000	5 % of the value of the dispute, but not less than CZK 15,000	CZK 0
up to CZK 500,000,000	CZK 5,000,000 and 1 % of the value of the dispute exceeding CZK 100,000,000	
up to CZK 1,000,000,000	CZK 9,000,000 and 0.5 % of the value of the dispute exceeding CZK 500,000,000	
over CZK 1,000,000,000	CZK 11,500,000 and 0.25 % of the value of the dispute exceeding CZK 1,000,000,000	

OTHER DISPUTES	
Value of Dispute	Fee
up to CZK 1,000,000	8 % of the value of the dispute, but not less than CZK 16,000
up to CZK 100,000,000	CZK 80,000 and 6 % of the value of the dispute exceeding CZK 1,000,000
up to CZK 500,000,000	CZK 6,000,000 and 1 % of the value of the dispute exceeding CZK 100,000,000
up to CZK 1,000,000,000	CZK 10,000,000 and 0,5 % of the value of the dispute exceeding CZK 500,000,000
over CZK 1,000,000,000	CZK 12,500,000 and 0,25 % of the value of the dispute exceeding CZK 1,000,000,000

OTHER DISPUTES	
Value of Dispute	Lump-sum Payment to Cover Administrative Costs
up to CZK 100,000	CZK 6.000
up to CZK 200,000	CZK 15.600
up to CZK 300,000	CZK 21.600
up to CZK 400,000	CZK 27.600
up to CZK 500,000	CZK 32.400
up to CZK 1,000,000	CZK 48.000
up to CZK 3,000,000	CZK 108.000
up to CZK 5,000,000	CZK 168.000
up to CZK 7,000,000	CZK 228.000



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up to CZK 10,000,000	CZK 288.000
up to CZK 20,000,000	CZK 354.000
up to CZK 30,000,000	CZK 420.000
up to CZK 40,000,000	CZK 486.000
up to CZK 50,000,000	CZK 552.000
up to CZK 100,000,000	CZK 768.000
up to CZK 250,000,000	CZK 876.000
up to CZK 500,000,000	CZK 984.000
over CZK 1,000,000,000	CZK 1.200.000

OTHER FEES	
Fee for Special Appointment of the Presiding Arbitrator pursuant to Section 23 (8)	CZK 50,000, but not more than the Arbitration Fee
Fee for Conciliation	50 % of the Arbitration Fee that would be paid if the dispute were discussed in arbitral proceedings
Lump-sum Payment to Cover Administrative Costs in conciliation	50 % of the Lump-sum Payment to Cover Administrative Costs that would be paid if the dispute were discussed in arbitral proceedings