

SCMA EXPEDITED ARBITRAL DETERMINATION OF COLLISION CLAIMS (THE “SEADOCC TERMS”)

The Terms

1. These Terms relate to the maritime arbitration procedure referred to herein, which will be governed exclusively by the Singapore Chamber of Maritime Arbitration (“the SCMA”).
2. This procedure will be known as the SCMA Expedited Arbitral Determination of Collision Claims (“SEADOCC”) and these Terms may be referred to as “the SEADOCC Terms”.

Objective

3. SEADOCC aims to provide a fair, timely and cost-effective means of determining liability for a collision in circumstances where it has not been possible or appropriate to reach such an apportionment of liability using other means of dispute resolution.
4. The purpose of arbitration under these Terms (“the SEADOCC Arbitration”) is to provide a binding decision on liability (“the Liability Award”) for a collision between two or more ships (“the Collision”) by a single appointed arbitrator (“the arbitrator”).
5. The arbitrator will be appointed jointly by each Party to the dispute arising out of the collision (together “the Parties”). It is a condition precedent of the Parties taking part in SEADOCC that they agree in writing to the identity and appointment of the arbitrator and commencement of a SEADOCC Arbitration.
6. By agreement between the Parties, the arbitrator may also be called upon to review the quantum of the inter-ship claims and, pursuant to an agreement on the apportionment of liability between the Parties or a Liability Award under these Terms, provide a final and binding Award on the payment to be made on the balance of claims from one Party to the other (“the Settlement Award”).
7. The Parties will be free to appoint any person as an arbitrator. It is envisaged that this would be someone with legal or practical experience in dealing with claims arising from collisions between vessels, drawn from the maritime community in Singapore. The SCMA will maintain a list of arbitrators (“the SEADOCC Panel”) who have taken part in SEADOCC Arbitration and produced at least one Liability Award as defined herein.
8. The Parties hereby agree that the determination of the apportionment of liability and, where agreed between the Parties, the assessment of inter-ship claims arising out of the Collision will be conducted under the SEADOCC Terms, rather than in accordance with the procedure of the Courts of any jurisdiction. The SEADOCC Terms may however be varied by agreement between the Parties.
9. The seat of the SEADOCC Arbitration shall be Singapore. Unless the parties agree to the contrary, the dispute shall be determined according to Singapore law.
10. The SEADOCC Terms shall govern the SEADOCC Arbitration save that if any of these Terms is in conflict with a mandatory provision of the International Arbitration Act (Cap 143A) and any statutory re-enactment thereof in Singapore (“the Act”), from which the Parties cannot derogate, such provisions shall prevail.
11. The SCMA will not be liable for any claims or disputes arising out of the appointment of any arbitrator, whether chosen from the SEADOCC Panel or not. The Parties will make any such appointments at their own risk.

Initial Assessment

12. As soon as possible following the appointment of the arbitrator, he or she will hold an initial meeting or telephone conference with the Parties to establish the nature of their dispute, the broad issues involved, the likely level of documentation and the service they require.
13. Based on this, the arbitrator will provide an estimate of his or her likely costs for providing the Liability Award and/or Settlement Award. This will be indicative only and will not be binding on the arbitrator.

Engagement Letter and Options

14. On appointment, the arbitrator will provide the Parties with an engagement letter (“the Engagement Letter”) clearly setting out his or her hourly rates and terms and conditions which shall be no greater than his or her usual hourly rates.
15. The arbitrator may also seek a letter of comfort or security from the Parties’ respective P&I insurers or such other body as the arbitrator shall consider satisfactory, confirming that these insurers shall in the first instance be jointly and severally liable for settling the arbitrator’s Costs as defined herein.

Early settlement

16. If the Parties settle their dispute at any stage following the appointment of the arbitrator (“an Early Settlement”), they will inform him or her as soon as reasonably possible.
17. The arbitrator will be entitled to the costs and expenses of any work conducted prior to and up to the date of an Early Settlement in accordance with the Engagement Letter.

Submissions

18. The Parties shall each within 14 days of the arbitrator’s appointment provide him or her with the following documents and information (collectively “the Evidence”):
 - a. A summary of the background facts of the case set out on no more than six pages of A4 paper.
 - b. A maximum of one lever arch file of key documents (“The Arbitration Bundle”), which may be provided in electronic form, such as:
 - i. Navigation charts;
 - ii. Deck and engine logbook extracts;
 - iii. Deck and engine bell books;
 - iv. Engine data logger records;
 - v. Course recorder extracts;
 - vi. Weather forecasts and reports; if relevant
 - vii. STCW Crew certificates for those officers and ratings involved in the incident;
 - viii. Any photographs or notes made by the witnesses;
 - ix. Other ship’s documents or records which may be relevant to the case;
 - x. Any key advices provided to the Parties by their legal advisors;
 - xi. Any criminal or civil reports by national maritime administrations;
 - xii. Any surveyors’ reports; and/or
 - xiii. Any available AIS data.

- c. Copies of any ECDIS or VDR/SVDR data, including playback software, from the respective Ships.
19. The Parties will promptly after provision of the Evidence to the arbitrator make appropriate arrangements for the simultaneous exchange of their Arbitration Bundles.
 20. The arbitrator will review the Evidence and determine whether there is any additional information or documentary evidence ("Additional Evidence") which might assist him or her in making the Liability Award. It is envisaged that this initial review would be conducted within 14 days of the Parties providing to the arbitrator their Arbitration Bundles. The arbitrator will then provide a written list of any such Additional Evidence to the Parties.
 21. The Parties shall within 14 days of the arbitrator's written request provide such Additional Evidence as he or she may request. Neither Party shall be obliged to provide such Additional Evidence to the arbitrator, but the arbitrator may draw whatever inference he or she considers appropriate in the circumstances from any failure to do so.
 22. Where Additional Evidence is provided to the arbitrator, the Parties will at the same time serve on each other an identical copy of their respective Additional Evidence. The Parties will make appropriate arrangements for the simultaneous exchange of such Additional Evidence.
 23. The arbitrator will then prepare a draft Liability Award in writing, with reasons ("the Draft Award") on the apportionment of liability for the Collision, which he will provide to the Parties for their consideration.
 24. The Parties agree that once such a Draft Award has been published they will be bound to obtain a final written Liability Award from the arbitrator, subject to the Parties achieving an Early Settlement and regardless of whether they provide further written submissions in response to the Draft Award as set out below.
 25. The Draft Award will normally be available to the Parties within six weeks after the Parties have provided such Additional Evidence as the arbitrator may require.
 26. The Parties shall within 21 days of receiving the Draft Award provide to the arbitrator any further written submissions they may have, on not more than four pages of A4 paper, in response to the Draft Award.
 27. Where the Parties provide further written submissions to the arbitrator, the Parties will promptly make appropriate arrangements for the simultaneous exchange of such further written submissions.
 28. The arbitrator will then prepare his or her Liability Award with reasons on the apportionment of liability for the collision. The Liability Award will normally be available to the Parties within four weeks after the Parties have provided their further written submissions in response to the Draft Award.
 29. It is envisaged that the timescale from the appointment of the arbitrator to the publication of the Liability Award will be no longer than five months, and hopefully shorter than this, subject to any exceptional circumstances.
- Inter-ship Claims and Settlement
30. By agreement between the Parties, the arbitrator may also provide a Settlement Award on the payment to be made on the balance of inter-ship claims arising out of the Collision from one Party to the other.
 31. The arbitrator shall make such directions and orders as he or she considers necessary to obtain evidence on claims ("the Quantum Evidence") including invoices, vouchers and payment receipts. Having reviewed the Quantum Evidence, the arbitrator will then provide a Settlement Award.

32. The Liability Award and any Settlement Award will be final and binding on the Parties. The Liability Award and any Settlement Award shall each have the force of an Arbitration Award made under the Act.

Costs and Fees

33. The arbitrator will be entitled to charge the rates set out in the Engagement Letter for work carried out in preparing a Liability Award or Settlement Award as described in these Terms.
34. The costs of the arbitrator (“the arbitrator’s Costs”) will be shared equally between the Parties regardless of the outcome of the SEADOCC Arbitration. The Parties shall be jointly and severally liable for payment of all the arbitrator’s Costs. Payment will be made promptly within 30 days of receiving his or her invoice. Thereafter the arbitrator shall be entitled to charge interest at 5% per annum on any unpaid arbitrator’s Costs.

File Closure

35. Three months after the publication of the Liability Award and/or Settlement Award (as appropriate) the arbitrator shall notify the Parties of his or her intention to dispose of the Evidence and any other documents and to close the file. He or she will act accordingly unless otherwise requested by either Party within 21 days of such notice being given.

Law and Jurisdiction

36. Any dispute arising under these Terms shall be subject to Singapore Law and the exclusive Jurisdiction of the Singapore Courts.

Dated this day of