Art. 1 – THE CHAMBER OF ARBITRATION
The Chamber of Arbitration, established at the Chamber of Commerce of Florence, is called the "Florence Chamber of Arbitration", since it is an initiative backed by the Chamber of Commerce, Industry, Craft and Agriculture of Florence, the Florence Law Society, the Florence Association of Chartered Accountants and the Board of Notaries of Florence, Pistoia and Prato (hereafter: Professional Associations).

Art. 2 – ACTIVITIES OF THE CHAMBER OF ARBITRATION
The Chamber of Arbitration:

a. administers national and international procedures of formal arbitration, consisting in the settlement of disputes by an award that is binding and enforceable;
b. administers national and international procedures of informal or voluntary arbitration, consisting of decisions valid for negotiation between the parties;
c. proceeds to the appointment of arbitrators, where this is established in the arbitration agreement and in the procedural Rules adopted;
d. supports the Chairman of the Chamber of Commerce when application is made to him for the appointment of an arbitrator;
e. manages arbitrations regarding the clarification of contractual elements that are, in whole or in part, unclear;
f. manages technical expertise for valuation of elements of the contract;
g. manages expedited and/or documentary arbitrations;
h. carries out promotional activities to spread knowledge of what arbitration is and how it can be used.

Art. 3 – OPERATING COSTS
The Chamber of Commerce of Florence is responsible for the operating costs of the Chamber of Arbitration.

Art. 4. – BODIES
The body of the Chamber of Arbitration is the Arbitral Council; the Secretariat is the body which deals with implementation of the orders issued by the Arbitral Council.
The Arbitral Council is established by resolution of the Board of the Chamber in the manner set forth in art. 5.

Art. 5 – ARBITRAL COUNCIL

The Arbitral Council consists of seven members. One member, with the role of Chairman and representative of the Chamber of Commerce, is chosen from among the Secretary General, directors and members of the Board of the Chamber. The other six are appointed as follows:

- two by the Florence Law Society;
- two by the Florence Association of Chartered Accountants;
- two by the Board of Notaries of Florence, Pistoia and Prato.

In the case of replacement, if the appointments are not made in time to ensure the operation of the Chamber of Arbitration, the Board of the Chamber will proceed to appoint the replacement members of the Council, bearing in mind the representation of the Professional Associations.
The Council proceeds to the appointment of a Deputy Chairman from among its members, to replace the Chairman when he is absent or prevented from acting.

Art. 6 – TERM AND REPLACEMENT OF THE COUNCILLORS
The members of the Council remain in office for three years. When their term is complete they may be re-elected once only.
Office on the Council is unpaid.
Any Councillor who fails to attend three consecutive meetings of the Arbitral Council, without justified reason, automatically lapses from office.
The replacement Councillor, appointed in the same way set forth in art. 5, remains in office up to the lapse of the entire Council.
The office of member of the Arbitral Council is not compatible with acting as arbitrator in the proceedings administered by the Florence Chamber of Arbitration.

Art. 7 – ACTIVITIES OF THE COUNCIL
Except for the duties assigned in the Rules to the Secretariat, the Arbitral Council has general competence for all matters relating to the administration of arbitration proceedings, and adopts all the respective measures. In detail:

- it appoints the arbitrators, the mediators and the technical experts in the proceedings administered by the Florence Chamber of Arbitration;
- it proposes amendments to the arbitration rules to the Board of the Chamber of Commerce and to the Professional Associations;
- it establishes the Code of Practice of the arbitrators;
- it advances proposals and expresses opinions regarding arbitration, at the request of the Board of the Chamber of Commerce and/or of the Professional Associations;
- it decides upon any challenges filed against arbitrators;
- it performs any other duties established by the Rules.

The meetings of the Arbitral Council are valid when attended by half the members plus one, and resolutions are passed by the majority of those in attendance. In the case of a split vote, the Chairman has the casting vote.
Any member of the Arbitral Council who feels that he/she has a conflict of interest regarding one or more of the arguments on the agenda of the meeting is bound to declare this conflict and to abstain from the discussion and voting on the respective measures.

Art. 8 – FUNCTIONS OF THE CHAIRMAN

The Chairman of the Arbitral Council performs the following functions:

- supervises the correct application of the Rules;
- convenes and chairs the meetings of the Arbitral Council and shall call the meeting when request is made by at least two members of the Council;
- in case of necessity and urgency, on the basis of specific regulations adopted by the Arbitral Council and moreover guaranteeing prior consultation with the councillors, adopts the measures for which the Arbitral Council is responsible, including the appointment of arbitrators. These measures are then ratified by the Council at the next meeting.

Art. 9 – SECRETARIAT

There is a Secretariat in operation at the Chamber of Arbitration, consisting of personnel selected by the Chamber director of the area involved and run by the Secretary, who is again appointed by the Director, selected among persons of proven experience in legal matters.
The Secretariat performs the following functions:

- registry for the Arbitration Tribunals;
- keeping and retention of the documentation;
- checking on conformity and compliance with all the procedural rules;
- any other duties assigned in the Rules.

A share of the fees paid to the arbitrators is assigned to the Secretariat, calculated pursuant to art. 48 of the Rules, as an acknowledgement of the work performed as the registry of the Arbitration Tribunals.

Art. 10 – ARBITRATORS, EXPERTS AND MEDIATORS

The list of professionals available to act as arbitrator in the arbitration proceedings administered by the Florence Chamber of Arbitration can be accessed from the Chamber website and from those of the Professional Associations.
The requirements for being included in this list are governed by specific regulations approved by the Council of the Chamber of Arbitration.
The list of the professionals available to act as mediator or expert in the arbitration proceedings administered by the Florence Chamber of Arbitration can be accessed from the Chamber website.
The requirements for being included in the list of Mediators and Experts are set forth in specific regulations governing requirements for inclusion in the said list, approved by the Council of the Chamber of Arbitration.

Art. 11. – APPLICATION OF THE RULES

The Chamber of Arbitration offers its services for the performance of arbitration requested on the basis of a written arbitration agreement (arbitration clause or agreement to arbitrate), which makes reference in any form to the Chamber of Arbitration or the Chamber of Commerce of Florence.
Where not expressly specified otherwise by the parties, all disputes referred to in the arbitration agreement are resolved through formal arbitration. Alternatively, informal or voluntary arbitration takes place only when the intention of the parties in this regard has been clearly expressed in the arbitration agreement, or when the parties jointly request it at the beginning of the arbitration proceedings.
Disputes concerning the arbitration agreement, and in particular those relating to the formal or informal nature of the arbitration and those concerning the arbitrability of the dispute, are decided by

the arbitrators through an award binding on the parties.
Where there is no arbitration agreement between the parties, or where it does not make reference to the Chamber of Arbitration or the Chamber of Commerce of Florence, the party that intends to apply for arbitration before the Florence Chamber of Arbitration may request this in the arbitration application. If the agreement to this request, together with the reply to the arbitration application, is not received by the Secretariat within thirty days from the date on which the Respondent received the application – or a different deadline specified by the applicant party – then the Secretariat will inform the parties that the arbitration cannot take place.

Art. 12 – RULES APPLICABLE TO THE PROCEEDINGS
The arbitration proceedings are governed by the Rules in force at the time of submission of the application, by the rules agreed between the parties up to the establishment of the Arbitration Tribunal, and afterwards by the Rules as set by the Arbitration Tribunal.
In any case, mandatory provisions that are applicable to the arbitration proceedings shall apply.
In any case, the principles of due process and equal treatment of the parties shall apply.

Art. 13 – RULES APPLICABLE TO THE MERITS OF THE DISPUTE
The Arbitration Tribunal shall decide on the merits of the dispute in accordance with the law unless the parties have specifically provided that the Tribunal should decide ex aequo et bono.
The Arbitration Tribunal shall decide in accordance with the rules chosen by the parties in the arbitration agreement, or subsequently up to the establishment of the Arbitration Tribunal.
In the absence of joint agreement pursuant to paragraph 2 above, the Arbitration Tribunal shall apply the most appropriate rules considering the nature of the relationship.
In any case, the Arbitration Tribunal takes normal trade practice into account.

Art. 14 – SEAT OF THE ARBITRATION
The seat of the arbitration is at the Florence Chamber of Arbitration.
All the deeds of the arbitration following the establishment of the Arbitration Tribunal may be filed either at the premises of the Chamber of Arbitration or alternatively with the secretariats of the Professional Associations, on the set days and times. If the deeds are filed with the secretariats of the Professional Associations, on the day following filing the secretariats will send them, even electronically, to the Secretariat of the Chamber of Arbitration, and will simultaneously provide the filing party with a receipt for the filing.
With the consent of the parties and of the Secretariat, the Arbitration Tribunal may decide that the hearings or other parts of the proceedings take place in a location other than the seat of arbitration.

Art. 15 – LANGUAGE OF THE ARBITRATION
The language of arbitration is agreed by the parties in the arbitration agreement.
Where not agreed, the language of arbitration shall be Italian.
Prior to this decision, the Secretariat indicates the language in which the acts are to be submitted.
The Arbitration Tribunal may authorise the submission of documents in a language other than that of the arbitration and may order that such documents are accompanied by a translation into the language of the arbitration.

Art. 16 – FILING AND SENDING OF THE DEEDS
The parties shall file the deeds with the Secretariat as follows: one original for their own file, one original for each of the other parties, one original for the Secretariat and one copy for each arbitrator. If the number of arbitrators has not yet been decided, the Secretariat will indicate how many copies are required. The above is governed by what is set forth in paragraph 3 of art. 17 below.

Any documents attached to the deeds must be filed as follows: one copy for the Chamber of Arbitration, one copy for each of the other parties and one copy for each arbitrator. As an alternative to filing paper copies of the documents for the Chamber of Arbitration and for the Arbitration Tribunal, the party may send a scanned copy of this documentation to the certified e-mail address of the Chamber of Arbitration. The filing party is responsible for the correspondence between the original and the documentation filed electronically through certified e-mail.
The Arbitration Tribunal must file with the Secretariat, or send to the Secretariat by certified e-mail, one paper or electronic original of all the minutes and orders issued, even outside the hearings, for the Chamber of Arbitration.
Where not established otherwise in the Rules, all communications made by the Secretariat to the parties, the arbitrators, the expert witnesses and all the subjects involved in the proceedings are in general made by registered letter with proof of receipt, fax, certified e-mail or by any other means permitting proof of receipt.
If the communication has to be made within a deadline, the time limit is complied with if the deed is sent before such deadline.

Art. 17 – TIME LIMITS
The expiry of a time limit set by the Rules or by the Arbitral Council, the Secretariat or the Arbitration Tribunal shall not entail lapse of rights, unless such lapse is specifically determined by the Rules or by the order setting the time limit.
The Arbitral Council, the Secretariat and the Arbitration Tribunal may extend any time limits they have set prior to their expiry. Time limits that entail lapse of rights may be extended only for serious reasons or by agreement of all parties, and only on condition that the extension is requested before expiry of the time limit.
The first day is excluded from the calculation of the time limit. If the time limit expires on a Saturday or holiday, it shall be extended to the first working day following.

Art. 18 - ARBITRATION APPLICATION
The Claimant shall file the arbitration application with the Secretariat.
The application is signed by the party or by its counsel with power of attorney and should contain or be accompanied by:

a. the names and addresses for correspondence of the parties, including certified e-mail address, e-mail address and fax number to which communications are to be sent;
b. express acceptance of the Rules of the Chamber of Arbitration;
c. description of the dispute and of the claims, indicating their economic value;
d. the appointment of the arbitrator or any relevant indications as to the number of arbitrators and the method for their selection;
e. the evidence required to support the claim, if any, and any documents that the party thinks it appropriate to submit;
f. details of the rules applicable to the proceedings, if any, and, where relevant, of the request for the application of the Expedited Documentary Arbitration procedure as set forth in art. 47 below, of the rules applicable to the merits of the dispute or the ex aequo et bono decision or the language of the arbitration;
g. the power of attorney conferred on counsel, where appointed;
h. the arbitration agreement, or the invitation to the Respondent to declare whether it accepts the arbitration;
i. in the case of the Claimant sending the arbitration agreement directly to the Respondent, proof that it has been sent.

Failure to expressly accept the Rules as stated under letter b) will mean that the application cannot be processed.
The Secretariat sends the arbitration application to the Respondent within seven working days of its filing. The Claimant may also send the arbitration application directly to the Respondent, provided that the application is also filed with the Secretariat, which in this case will not send the application to the Respondent, on condition that the Claimant can provide proof that it has been sent.
In the case provided for in art. 35, paragraph one of Legislative Decree 5/2003, the Secretariat sends the arbitration application to the Companies Register responsible.

Art. 19 - STATEMENT OF DEFENCE
The Respondent shall file the statement of defence with the Secretariat within thirty days of receipt of the arbitration application.
The statement is signed by the party or by its counsel with power of attorney and should contain or be accompanied by:

a. the name and address for correspondence of the Respondent, including the certified e-mail address to which communications are to be sent;
b. express acceptance of the Rules of the Chamber of Arbitration;
c. a description of the defence, even brief;
d. statement of any counterclaims indicating their economic value;
e. the appointment of the arbitrator or any relevant indications as to the number of arbitrators and the method for their selection;
f. the evidence required to support the defence, if any, and any documents that the party thinks it appropriate to submit;
g. details of the rules applicable to the proceedings, if any, and, where relevant, of the acceptance of the application of the Expedited Documentary Arbitration procedure as set forth in art. 47 below, of the rules applicable to the merits of the dispute or the ex aequo et bono decision or the language of the arbitration;
h. the power of attorney conferred on counsel, where appointed;
i. the statement of acceptance of the arbitration, if any;

Failure to expressly accept the Rules as stated under letter b) will mean that the application cannot be processed.
The Secretariat sends the statement of defence to the Claimant within seven working days of the date of its filing. The Respondent may also send the statement of defence directly to the Claimant, provided that the statement is also filed with the Secretariat, which in this case will not send it to the Claimant, on condition that the Respondent can provide proof that it has been sent.
The arbitration proceedings go ahead even if the Respondent fails to file the statement of defence or fails to appear in any phase of the proceedings. Communications continue to be made to the Respondent in the course of the proceedings, up to the filing of the conclusions by the Claimant.

Art. 20 – COUNTERCLAIM
If the Respondent submits a counterclaim, the Claimant may file a statement of rejoinder with the Secretariat, or with the Secretariats of the Professional Associations as set forth in art. 14, paragraph 2, within thirty days of receipt of the statement of defence. The Secretariat sends the Claimant’s statement of rejoinder to the Respondent within seven working days of the date of filing, the alternative regarding the communication as set forth in paragraph 3 of art. 19 remaining valid.
In the case provided for in art. 35, paragraph one of Legislative Decree 5/2003, the Secretariat sends the brief containing the counterclaims to the Companies Register responsible.

Art. 21 – THIRD PARTY SUMMONS PRIOR TO ESTABLISHMENT OF THE ARBITRATION BODY

Where the summons of third parties is permitted by the rules applicable to the proceedings, this shall be performed by the Respondent through the statement of defence. The Secretariat sends the statement of defence to the third party summoned within seven working days of the date of its filing. The Respondent may also send the statement of defence directly to the third party, provided that the statement is also filed with the Secretariat, or with the Secretariats of the Professional Associations as set forth in paragraph 2 of art. 14, which in this case will not send it to the third party summoned, on condition that the Respondent can provide proof that it has been sent. The same terms and procedures set forth for the Respondent apply to the third party's statement of defence and any rejoinders. If the summons of third parties takes place following the establishment of the arbitration body, it is performed as set forth in art. 38.

In the case provided for in art. 35, paragraph one of Legislative Decree 5/2003, the Secretariat sends the notice of joinder containing claim to the Companies Register responsible.

Art. 22 – NUMBER OF ARBITRATORS

The Arbitration Tribunal consists of a sole arbitrator or of a panel made up of an uneven number of arbitrators.

If the parties do not agree on the number of arbitrators, the Arbitration Tribunal shall consist of a sole arbitrator. However, the Arbitral Council may refer the dispute to a panel of three members if it considers this to be appropriate in view of the complexity or the economic value of the dispute.

If the arbitration agreement refers to a panel of arbitrations without specifying the number of members, the Arbitration Tribunal shall be made up of three members.

If the arbitration agreement calls for an even number of arbitrators, the Arbitration Tribunal shall consist of one extra arbitrator to the even number indicated in the agreement.

Art. 23 – APPOINTMENT OF THE ARBITRATORS

The arbitrators shall be appointed in accordance with the procedures established by the parties in the arbitration agreement.

Unless otherwise agreed in the arbitration agreement, the sole arbitrator is appointed by the Arbitral Council.

Where the parties have agreed to appoint the sole arbitrator jointly without indicating a time limit, the time limit shall be set by the Secretariat. If the parties fail to reach an agreement, the sole arbitrator is appointed by the Arbitral Council.

Unless otherwise agreed in the arbitration agreement, the arbitral panel shall be appointed in the following manner:

a. each party shall appoint an arbitrator in the arbitration application and in the statement of defence; if the parties fail to do so, the arbitrator is appointed by the Arbitral Council;
b. the Chairman of the Arbitration Tribunal is appointed jointly by the arbitrators already appointed by the parties. If they fail to reach an agreement within the time limit indicated by the parties or, failing this, set by the Secretariat, then the Chairman is appointed by the Arbitral Council.

If the arbitration is governed by art. 34 of Legislative Decree 5/2003, and in all other cases where it is legally obligatory to refer the appointment of one or more arbitrators to a third party, the Arbitral Council shall proceed to make all the necessary appointments.

In all cases of appointment of the arbitrator by the Arbitral Council, the appointment shall be made

following the criteria and procedures set forth in the specific regulations for the appointment of arbitrators approved by the Council itself.

Art. 24 – APPOINTMENT OF ARBITRATORS IN MULTI-PARTY ARBITRATION
When there are more than two parties – where the agreements regarding the establishment of the arbitration body are lacking or inapplicable or when it is impossible to establish the arbitration body within the time limit set for the reply to the arbitration application – the Arbitral Council shall, where necessary, establish the number and procedure for the appointment of the arbitrators. The Arbitral Council may proceed directly to their appointment when the parties have not done so within the assigned time limit.

Art. 25 – RELATED DISPUTES
In the case that related disputes are proposed prior to the establishment of the Arbitration Tribunal, considering the characteristics of the disputes and bearing in mind the rules applicable to the proceedings, the Arbitral Council may order that the procedures should be submitted to the same arbitration body. With the agreement of the parties, the Arbitral Council authorises the proceedings to be united so that the disputes can be decided by a single award.
If the same resolution is the subject of a number of appeals, the Arbitral Council may order that the appeals are decided by a single award.

Art. 26 – INCOMPATIBILITY
Restricted to the arbitrations administered by the Florence Chamber of Arbitration, the following persons cannot be appointed as arbitrators:

a. members of the Arbitral Council;
b. members of the Council and the Board and auditors of the Chamber of Commerce;
c. employees of the Chamber of Commerce;
d. the professional associates, employees or anyone else who has ongoing relations of professional collaborations with the persons indicated under a) and b).

Art. 27 – ACCEPTANCE BY THE ARBITRATORS
The Secretariat informs the arbitrators of their appointment. The arbitrators must send a written statement of acceptance of the appointment and of the Rules to the Secretariat, even via certified e-mail, within 10 days of receipt of the notice sent by the Secretariat.

Art. 28 – STATEMENT OF INDEPENDENCE AND CONFIRMATION OF THE ARBITRATORS
When submitting their statement of acceptance the arbitrators shall also submit a statement of independence to the Secretariat.
In this statement of independence the arbitrator shall disclose, specifying the time and duration:

a. any relationship with the parties or their counsel or any other person or entity involved in the arbitration which could affect his/her impartiality and independence;
b. any personal or economic interest, either direct or indirect, in the subject matter of the dispute;
c. any bias or reservation as regards the subject matter of the dispute.

The Secretariat sends a copy of the statement of independence to the parties. Each party may

submit its written comments to the Secretariat within ten days of receipt of the statement.
On expiry of the time limit set in paragraph 3, the arbitrator's appointment shall be confirmed by the Secretariat if he/she has submitted an unqualified statement of independence and if no comments have been filed by the parties. In all other cases, the Arbitral Council shall decide upon the confirmation of the arbitrator.
The statement of independence shall be re-submitted in the course of the arbitration proceedings up to the conclusion, if this is required by intervening facts or at the request of the Secretariat.

Art. 29 – CHALLENGE OF ARBITRATORS
Each party may file a reasoned challenge against an arbitrator for the reasons set forth in the Italian Code of Civil Procedure, or on any grounds that cast doubt on his/her independence or impartiality.
Alternatively, the challenge may be filed with the Arbitral Council, or the Court of Florence.
In the first case, the challenge shall be filed with the Secretariat within ten days of receipt of the statement of independence or from the date when the party became aware of the grounds for challenge. The Secretariat shall send the challenge to the arbitrators and to the other parties and shall set a time limit for filing comments, if any. The other parties may, within ten days of receipt of the communication mentioned in the previous paragraph, submit an interlocutory challenge, even though the time limit for submitting a principal challenge has already expired.

Art. 30 – REPLACEMENT OF ARBITRATORS
The arbitrator is replaced by the appointment of another arbitrator in the following cases:

a. the arbitrator resigns after having accepted the appointment;
b. the arbitrator is not confirmed as set forth in art. 28 of these Rules;
c. the appointment of the arbitrator is revoked by all parties;
d. the Arbitral Council upholds a challenge made against the arbitrator;
e. the Arbitral Council removes the arbitrator for infringement of the duties imposed by the Rules of the Arbitration Tribunal or on other serious grounds;
f. the arbitrator is no longer able to perform his/her duties due to illness or on other serious grounds.

In any of the cases set forth in paragraph 1, the secretariat shall suspend the proceedings.
A new arbitrator shall be appointed by the same party that appointed the arbitrator to be replaced. If the party fails to do so within the time limit set forth in art. 23, or if the substitute arbitrator in turn has to be replaced, the new arbitrator is appointed by the Arbitral Council.
The Arbitral Council shall determine the fees, if any, due to the substituted arbitrator, taking into consideration the work done and the reason for the replacement.
In the case of replacement of an arbitrator, the newly formed Arbitration Tribunal may order the total or partial repeat of the proceedings performed up to that time.

Art. 31 –ESTABLISHMENT OF THE ARBITRATION TRIBUNAL
The Secretariat shall transmit the introductory deeds, together with all annexed documents, once the advance payment is made.
The arbitrators shall establish the Arbitration Tribunal within twenty days of receipt of the briefs and documents sent by the Secretariat. The Secretariat may extend this time limit, for justified reasons which are duly mentioned in the minutes.
The establishment of the Arbitration Tribunal takes place through the drafting of written minutes, signed and dated by the arbitrators.
The time limit for the filing of the award referred to in paragraph 1 of art. 44 runs from this time.

The minutes specify the seat and language of the arbitration, where other than Italian, and the steps and time limits for the conducting of proceedings.
If an arbitrator is replaced after the Arbitration Tribunal has been established, the Secretariat shall send copies of the briefs and documents of the proceedings to the new arbitrator. The new Arbitration Tribunal shall be established as set forth in paragraphs 2 and 3.

Art. 32 – POWERS OF THE ARBITRATION TRIBUNAL
Even at the request of the parties or their counsel, at any time in the proceedings the Arbitration Tribunal may attempt to settle the dispute, in accordance with the provisions of the Italian Code of Civil Procedure. When the Arbitration Tribunal orders the attempt at mediation, the time limit for the issue of the award is suspended up to the conclusion of the mediation attempt, for a period not greater than that established by law.
The Arbitration Tribunal may issue all preliminary, urgent and provisional measures, even of an anticipatory nature, that are not prohibited by mandatory rules applicable to the proceedings. Any party which, prior to the start of the arbitration proceedings or in the course of the same, obtains a protective order from the judicial authority, must promptly notify the Secretariat, which will promptly inform the Arbitration Tribunal and, where relevant, the other party.
Where a number of proceedings are pending before the Arbitration Tribunal, it may order them to be united if it considers them to be connected.
Where the same proceedings involve several disputes, the Arbitration Tribunal may order them to be separated, where considered expedient, although the claims brought have to be decided together.
The Arbitration Tribunal shall take all the measures considered appropriate to ensure that the parties are duly represented and assisted.

Art. 33 – ORDERS OF THE ARBITRATION TRIBUNAL
Except as provided for the award, the decisions of the Arbitration Tribunal are in the form of orders.
The orders are issued by majority. The arbitrators are not required to meet in personal conference.
Orders shall be made in writing and may be signed by the Chairman of the Arbitration Tribunal alone.
The orders of the Arbitration Tribunal can be revoked.
Any order in which the arbitrator raises the matter of the constitutional legitimacy of a law or of a deed with legal validity, this shall be filed together with the arbitration dossier with the Secretariat of the Chamber of Arbitration. The Secretariat sends the order and the dossier to the Constitutional Court, and notifies the order to the Prime Minister or the Chairman of the Regional Executive Board, depending on whether the matter concerns national or regional legislation. The Secretariat shall also notify the order to the Presidents of the two Parliamentary Chambers (the Chamber of Deputies and the Senate) or, in the case of a regional law, to the Chairman of the Regional Council concerned.
If the order has not been issued at a hearing, it is communicated to the parties as set forth in art. 16 of these Rules.

Art. 34 – HEARINGS
The dates of the hearings shall be set by the Arbitration Tribunal after consultation with the Secretariat and shall be communicated to the parties with at least five working days' notice.
The parties may appear at the hearings in person or through representatives in possession of the necessary powers and may be assisted by counsel with power of attorney.
If a party is absent from the hearing without justified reason, the Arbitration Tribunal shall proceed with the hearing, after checking that it has been correctly convened. If there are irregularities in the convening of the hearing, and in all cases where a party is absent with justified reason, the Arbitration Tribunal proceeds to set a new date for the hearing.
Minutes are drafted of all the hearings of the Arbitration Tribunal.

The Arbitration Tribunal may, if it considers it useful, fix a preliminary hearing to decide with the parties about the times and places for the performance of the arbitration proceedings.
Where mandatory rules applicable to the proceedings permit the arbitrators to issue protective orders, the Arbitration Tribunal sets a hearing for discussion of the application. In cases of exceptional urgency, the Arbitration Tribunal may grant the requested protective order without due process, setting the date of a hearing to confirm the order within ten days of its issue.

Art. 35 – TAKING OF EVIDENCE
The Arbitration Tribunal may order the examination of the parties, and may automatically or at the request of one of the parties take all the evidence that is not excluded by mandatory provisions applicable to the proceedings or to the merits of the dispute.
The Arbitration Tribunal freely evaluates all the evidence, except that which constitutes legal proof under mandatory provisions applicable to the proceedings or to the merits of the dispute.
In exceptional cases, and only with a motivated order, the Arbitration Tribunal may delegate the taking of evidence to one of its members.
If the Arbitration Tribunal requests the summons of a witness, the interested party proceeds to file the summons at the registry of the Court with jurisdiction for the seat of arbitration, and is responsible for the subsequent obligations.
The order of the Presiding Judge of the Court is filed by the interested party with the Secretariat, which sends it to the arbitrators and to the other parties, and proceeds to perform any other necessary compliance.

Art. 36 – EXPERT WITNESSES
The Arbitration Tribunal may appoint one or more expert witnesses by order communicated to the Secretariat, or may request the Arbitral Council to make the appointment.
The Arbitration Tribunal shall collect the statement of impartiality and independence from the appointed Expert Witnesses, together with the express acceptance of these Rules, and send them to the Secretariat.
The duties of the expert witness are those attributed to the arbitrators under the Rules, and like the arbitrators they are subject to the same discipline of challenge.
Where expert witnesses are appointed the parties are entitled to appoint their own experts.
The expert witness shall allow the parties – either directly or through their counsel – and any experts appointed by the parties to attend the expert's activities. The expert witness activities that are attended by the experts appointed by the parties are considered to have been performed in their presence.

Art. 37 – NEW CLAIMS
The Arbitration Tribunal shall decide on the merits of new claims made by the parties in the course of the proceedings, upon one of the following conditions:

a. the party against which the claim is made declares that it accepts the adversarial procedure or does not make any preliminary objection of inadmissibility to defence on merit, and the Arbitration Tribunal does not expressly reject the decision;
b. the new claim is objectively connected with one of those pending in the proceedings.

In any case, the Arbitration Tribunal allows the other parties to respond in writing to the new claim, setting appropriate time limits for this.

Art. 38 – THIRD PARTY VOLUNTARY JOINDER AND SUMMONS

Third-party joinder is permitted only after the establishment of the Arbitration Tribunal and up to the filing of the conclusions.
Ant third party voluntarily joining in the proceedings shall file with the Secretariat a deed containing what is set forth in art. 18 of these Rules.
The Secretariat shall send this deed of joinder to the parties, setting a time limit of not less than twenty and not more than thirty days for them to express their agreement. If no refusal is received by the Secretariat from the parties within the set time limit, the joinder is considered admitted. If, on the other hand, a motivated dissent is received from one of the parties by the Secretariat within the time limit, the Arbitration Tribunal shall decide about the admission of the third-party joinder.
Any third party voluntarily joining in the proceedings without bringing a claim shall file with the Secretariat a deed containing what is set forth in art. 19 of these Rules. The Secretariat shall send this deed of joinder to the parties and to the arbitrators.
The order through which the Arbitration Tribunal summonses third parties to the proceedings, where this is permitted by the regulations applicable to the proceedings, shall be sent by the Secretariat to the third party within five working days of the date of filing.

Art. 39 – FILING OF THE CONCLUSIONS
When it considers that the case is ready for the issue of the final award, the Arbitration Tribunal shall close the preliminary phase and invite the parties to file their conclusions.
The Arbitration Tribunal may set a time limit for the filing of closing briefs, if it considers this appropriate, of if one of the parties requests it. The Arbitration Tribunal may also set time limits for filing rebuttal statements and for a final hearing.
Following the Arbitration Tribunal's invitation to file the conclusions, the parties cannot file new claims, make new allegations, submit new documents or propose the taking of new evidence, unless the Arbitration Tribunal decides otherwise.
The above provisions shall also apply when the Arbitration Tribunal considers it appropriate to issue a partial award, regarding only the dispute subject of that award.

Art. 40 – SETTLEMENT AND EXEMPTION FROM THE AWARD
Following settlement or for any other reason, the parties or their counsel jointly communicate the discontinuance of the action to the Secretariat, relieving the Arbitration Tribunal, where already established, from the obligation to issue the award. Where the discontinuance of the action is made by one party only, it shall be communicated in the form of a signed deed served to the other parties, and shall only be valid for the purposes of relieving the Arbitration Tribunal from issuing the award if it is accepted by the other parties. In such cases, if the Arbitration Tribunal has not yet been established, the Secretariat declares the arbitration proceedings concluded.

Art. 41- DELIBERATION OF THE AWARD
The award shall be deliberated with the participation of all the members of the Arbitration Tribunal and is passed by majority of votes. Arbitrators are required to meet in personal conference only if requested by one of the parties or one of the arbitrators, or where required by the rules applicable to the proceedings.

Art. 42 – FORM AND CONTENT OF THE AWARD
The award shall be in writing and shall contain:

a. details of the arbitrators, the parties and their counsel;
b. details of the arbitration agreement;
c. details of the formal or informal nature of the award, whether the proceedings are subject to

Italian law and whether the decision has been made according to law or ex aequo et bono;
d. details of the seat of the arbitration;
e. details of the claims made by the parties and their respective conclusions;
f. an explanation of the reasons for the decision;
g. the decision;
h. the decision regarding the costs of the proceedings, with reference to the costs established by the Arbitral Council and regarding the legal costs of the parties;
i. the date, place and method of the decision.

The award is signed by all the members of the Arbitration Tribunal or by the majority of them. In the latter case, the award shall indicate that it was decided with the participation of all the arbitrators, and also indicate the impediment or refusal of the arbitrators who have not signed.
Each signature must be accompanied by details of the place and date. The signatures may be made at different times and in different places.

Art. 43 – FILING AND COMMUNICATION OF THE AWARD
The Arbitration Tribunal shall file the award with the Secretariat in a number of originals equal to the number of parties plus one.
The Secretariat sends an original of the award to each party within ten days of the filing, subject to what is set forth in the last paragraph of art. 50.

Art. 44 – TIME LIMIT FOR FILING THE FINAL AWARD
The Arbitration Tribunal shall file the final award with the Secretariat within one hundred and eighty days of its establishment, bringing the arbitration procedure to an end.
The time limit set forth in paragraph 1 can be extended for justified reasons by the Arbitral Council or, with the written consent of the parties, by the Secretariat.
The time limit set forth in paragraph 1 is suspended by the Arbitral Council in the cases specifically set forth in the Rules and also in the presence of another justified reason.
The time limit set forth in paragraph 1 is suspended by the Secretariat in the case of failure to pay the costs of the proceedings.

Art. 45 – PARTIAL AWARD AND INTERIM AWARD
The Arbitration Tribunal issues a partial award when it decides upon only one or some of the disputes jointly addressed in the proceedings.
The Arbitration Tribunal issues an interim award when it resolves one or more preliminary procedural matters or issues of merit, and in all other cases permitted by the rules applicable to the proceedings.
In the cases set forth in paragraphs 1 and 2 the Arbitration Tribunal orders the continuation of the proceedings.
The partial award and the interim award do not affect the time limit for the filing of the final award, although the arbitrators may request an extension from the Arbitral Council.
The provisions of the Rules regarding the award apply to the partial award and the interim award.
The interim award does not contain a decision on the costs of the proceedings or on the legal costs.
The partial award only contains a decision on the costs of the proceedings or on the legal costs if it concludes the dispute for one or more of the parties.

Art. 46 – CORRECTION OF THE AWARD
The award is subject to correction.
The request for the correction of the award shall be filed with the Secretariat within thirty days of receipt of the award. The Secretariat shall send it to Arbitration Tribunal which, after consulting the

parties, shall decide within sixty days of receipt of the request for correction.
The decision of Arbitration Tribunal accepting the request for correction shall be an integral part of the award.
In any case, no additional charge will be made to the parties, unless otherwise decided by the Arbitral Council.

Art. 47 – EXPEDITED-DOCUMENTARY ARBITRATION

If the parties specifically express their intention to waive the right to avail of the means of proof, the Expedited Documentary Arbitration procedure is applied with a view to resolving the controversies through a Sole Arbitrator who makes a formal decision based on law, with the issue of an award binding on the parties within 60 days of the establishment of the Arbitration Tribunal.
Where not already specified in the arbitration clause, the application can be made by the Claimant only through the arbitration application, and is considered accepted by the Respondent when the Expedited Documentary Arbitration procedure is expressly accepted in the statement of defence.
The arbitrator decides solely on the basis of the documents submitted by the parties, who therefore waive any personal hearing, any admission of witness evidence, any technical consultancy and any oral discussion.
If the appointed arbitrator should feel unable to decide on the basis of the deeds and documentation submitted, he/she may proceed to call the parties to a specific hearing at which they will be informed of the need to proceed to a preliminary investigation and will therefore request the transition to the ordinary arbitration procedure set forth in these Rules.
If the parties agree to this request a report will be drafted and signed by the parties and the arbitrator formalising the change of procedure, and the parties will be set a time limit for the filing of the preliminary briefs.
If, on the other hand, the parties insist on the issue of the award based on the current state of the documents, the Arbitrator is free to accept or reject the appointment.
The costs of the procedure of Documentary Arbitration of the Florence Chamber of Arbitration are those envisaged for the ordinary arbitration proceedings reduced by 20%.

Art. 48 – CALCULATION OF THE VALUE OF THE DISPUTE

For the calculation of the costs of the proceedings, the value of the dispute is the sum of the claims filed by all the parties. All the claims formulated by the parties, for the purposes of a declaratory judgement or conviction, contribute to the value of the dispute. If the party formulates both primary and subsidiary claims, for the value of the dispute only the primary claim is taken into consideration.
The Secretariat calculates the value of the dispute on the basis of the preliminary briefs and on the basis of the further details provided by the parties and the Arbitration Tribunal. If the value of the dispute is initially indeterminate and a subsequent calculation is not possible, purely for the purposes of the fees, and after consultation with the parties, the Secretariat establishes the value of the dispute with equitable discretion among the fees for the bracket comprised between € 50,001.00 and € 5,000,000.00.
If at the time of filing of the conclusions one of the parties alters the value of the claims previously formulated, the value of the dispute is calculated with reference to the claims in relation to which the Arbitration Tribunal has performed its investigations.
At any stage of the proceedings the Secretariat may divide the value of the dispute in relation to the claims made by each party and request from each party the costs related to its claims.

Art. 49 - COSTS OF THE PROCEEDINGS

The final costs of the proceedings are determined by the Arbitral Council, prior to the filing of the award.
The determination of the costs made by the Arbitral Council is communicated by the Secretariat to

the Arbitration Tribunal, which mentions it in the decision on costs contained in the award. The determination made by the Arbitral Council shall not affect the decision of the Arbitration Tribunal regarding the allocation of the costs between the parties.
If the proceedings are concluded prior to the establishment of the Arbitration Tribunal, the costs of the proceedings are determined by the Secretariat.
The costs of the proceedings are made up of the following elements:

a. the fees of the Arbitration Tribunal
b. the fees of the Secretariat;
c. the fees of the expert witnesses of the Arbitration Tribunal;
d. reimbursement of expenses of the Chamber of Arbitration;
e. reimbursement of expenses of the arbitrators;
f. reimbursement of expenses of the expert witnesses.

Payments related to the costs of the proceedings are due solely to the Chamber of Commerce of Florence.
The Chamber of Commerce shall in any case proceed to pay what is due to the Arbitration Tribunal and to the Expert Witness.
The fees of the Arbitration Tribunal are determined by the Arbitral Council based on the value of the dispute and in accordance with the criteria set forth in art. 48. When determining the fees of the Arbitration Tribunal the Arbitral Council shall take into account the work done, the complexity of the dispute, the duration of the arbitration and any other relevant circumstances.
The arbitrator that drafts the award is due 40% of the overall fee established and the other members 30%, unless decided otherwise by the Arbitration Tribunal.
Based on the work actually done by the arbitration body, the Arbitral Council may through a reasoned decision establish an increase or decrease in the fees of Arbitration Tribunal, although not more than 20% of the rate fixed in the corresponding bracket.
If the value of the dispute under arbitration is initially indeterminate and even subsequently it is not possible to establish the value of the claim, the minimum fees for the bracket comprised between € 50,001.00 and € 100,000.00 and the maximum for the bracket comprised between € 2,500,001.00 and € 5,500,000.00 are applied.
The fee due to the Secretariat is 10% of the net fees established for the Arbitration Tribunal, as payment for the registry activities carried out during the arbitration proceedings.
The fees of the expert witnesses are determined by the Arbitral Council with equitable discretion, using as parameter the rate established for the sole arbitrator in the corresponding bracket.
The remuneration of the Chamber of Arbitration comprises any preliminary costs not paid during the proceedings, determined based on the value of the dispute in accordance with the criteria set forth in art. 48, in addition to any stamp duty paid by the Chamber of Arbitration on behalf of the parties.
The reimbursement of the expenses of the arbitrators and the expert witnesses shall be supported by receipts. If such receipts are not produced, the expenses are considered as included in the fees.

Art. 50 – ADVANCE AND FINAL PAYMENTS

After the filing of the arbitration application and the statement of defence, the Secretariat asks the parties to pay the preliminary costs in addition to an advance of 40% of the minimum amount for the relevant bracket, setting the time limit for the payments.
The Secretariat may ask the parties to make further advances in relation to the work done or in the case of a change in the value of the dispute, setting the time limit for the payments.
Following the final determination of costs made by the Arbitral Council, the Secretariat requests the balance on the costs of the proceedings prior to the filing of the award, setting the time limit for the

payments.
The amounts indicated in paragraphs 1, 2 and 3 are paid by all the parties in equal shares if the Secretariat determines a single value for the dispute, calculated as the sum of the claims of all parties; otherwise they are paid by each party in different shares related to the value of their respective claims.
For the purpose of these payments the Secretariat may consider several parties as a single party, taking into account the composition of the Arbitration Tribunal or the mutual interests of the parties.
Certified copies of the award will be issued only subject to checking by the Secretariat that the balance of the fees for the proceedings has been paid.

Art. 51 – NON PAYMENT
If one of the parties fails to pay the requested amount, the Secretariat may ask the other party to do so, setting a time limit for the payment; alternatively, if it has not already done so, it may divide the value of the dispute and request from each party an amount related to the value of its claims, setting the time limit for the payments.
Whenever a payment is not made within the time limit, the Secretariat may suspend the proceedings, even only those related to the claim for which payment has not been made. The Secretariat will revoke the suspension when payment is made.
If the payment is not made by the parties within two months of communication of the suspension order indicated in paragraph 2, the Secretariat may declare termination of the proceedings, even only those related to the claim for which payment has not been made.

Art. 52 – RETENTION AND COPIES OF THE DEEDS
Each party shall collect its dossier within six months of termination of the arbitration procedure. After this time limit, the Secretariat shall charge the party for the costs of sending the dossier.
The office dossier is retained by the Secretariat for ten years.
At the request of the party, the Secretariat will issue certified copies of the award filed with the Secretariat. If the party so requests, the copy is authenticated by a notary, at the expense of the applicant party.

Art. 53 – CONFIDENTIALITY
The Chamber of Arbitration, the Arbitration Tribunal, the expert witnesses, the parties and their counsel are all bound to confidentiality regarding all information and facts related to the proceedings.
The award cannot be published if the parties have indicated that they do not wish it. In any case, the publication of the award must be made in such a way as to ensure that the parties cannot be identified, unless they consent to such identification.

Art. 54– TAX PROVISIONS
The deeds of the arbitration proceedings are taxed as set forth in current legislation.

Allegati

File

ARBITRATION RULES.pdf

Contatti

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Orari

su appuntamento dal lunedì al venerdì dalle 9.00 alle 12.30 e dalle 14.00 alle 15.00

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