

THE REPUBLIC OF UGANDA

UGANDA COFFEE TRADE FEDERATION

ARBITRATION RULES

Adopted by Resolution of the Members of the Uganda Coffee Trade Federation (UCTF) Limited at the 2nd Annual General Meeting Held in Kampala, on 27th February 1998.

REGISTERED ON THE..... DAY OF.....1998

Drawn by:

Frederick S. Mulalira Kawuma
P.O. Box 10974, Kampala

UGANDA COFFEE TRADE FEDERATION

ARBITRATION RULES

Foreword

The Uganda Coffee Trade Federation is desirous of offering its members protection, to the extent possible, in their transactions, to ensure speed in settlement of disputes as well lower costs associated with such settlement. UCTF has been very concerned about the lack of a quick method of resolution of trade-related conflicts between operators in the coffee business in Uganda. This system of arbitration has been developed to deal with trade disputes, so as to offer services to all those in the Coffee trade in this country.

Parties wishing to have disputes settled in accordance with the Arbitration Rules of the Uganda Coffee Trade Federation have two-stage procedure which allows for an appeal within the Federation.

- (i) First stage: disputes are decided by two arbitrators or, should they be unable to agree, by an umpire. (By way of exception, parties may agree that a dispute be heard by a single arbitrator).
- (ii) Second stage: parties are entitled to appeal against a first stage award. Such appeals will be heard by a board of appeal consisting of three persons for appeals on quality or condition or of five persons on other appeals.

UGANDA COFFEE TRADE FEDERATION

ARBITRATION RULES

APPLICABLE TO PROCEEDINGS INITIATED ON OR AFTER 1ST MARCH 1998.

1. In these Rules:-
 - a) 'Federation' means the Uganda Coffee Trade Federation,
 - b) 'Board of Directors' also herein referred to as the 'the Board' means the Board of the Federation, as opposed to boards of appeal referred to in these rules,
 - c) 'Committee' means the Arbitration and Contracts Committee'
 - d) 'Panel' means the Panel of Arbitrators,
 - e) 'Officers' means the President, Vice President, Secretary, Treasurer, Members of the Board and the Executive Director of the Federation,
 - f) 'Executive Director' means any person appointed to perform the duties of the Executive Director of the Federation.
 - g) The masculine gender shall include the feminine gender,
 - h) Unless stated to the contrary 'days' means 'calendar days'

Arbitration Committee

2. At its first meeting in every year, the Federation's Board of Directors shall appoint an Arbitration and Contracts Committee, drawn from members of the Federation (UCTF), from eminent persons within the coffee industry, and from any specialised services sectors familiar with the operation of the trade, as approved by the UCTF Board of Directors.

Upon adoption of these Rules and thereafter at its first meeting in every year, the Board shall grant to the Committee the following plenary powers:-

- a) To appoint arbitrators, umpires and boards of appeal in cases where such appointments are to be made by the Federation under the Rules. Appointments shall be made by at least three members of the Committee;
- b) To hear and decide upon objections to arbitrators, umpires and members to boards of appeal in accordance with Rules 18 or 40. Objections shall be decided upon by at least three member of the Committee;

- c) To hear and decide upon applications for extensions of time limits stipulated in these Rules or in the contract, provided always that such power be granted to the Federation in these Rules or in the contract. Applications shall be decided upon by at least five members of the Committee.

The Board shall have the power to grant at any time to the Committee such modified or additional plenary powers as it considers desirable to enable the Committee to provide the arbitration facilities referred to in these Rules.

The committee will be responsible for maintaining a detailed review of the procedures and for ensuring that they are updated as appropriate, in line with any legal or other relevant issues that arise.

Panel of Arbitrators

3. The Board shall at its first meeting in every year, appoint a panel of Arbitrators. The Board shall have the power to remove any member of the panel and from time to time appoint any new members to the panel.

Scope of Arbitration facilities

4. (a) The Federation's arbitration facilities are available to any member of the Federation as well as any person, firm, company or organisation of any nationality, if they have entered into a written agreement which (either expressly or impliedly or by reference) provides for arbitration under the auspices of the Uganda Coffee Trade Federation in accordance with its rules. The scope of arbitration services shall cover all areas of business operation in the coffee industry, wherever any disputes shall arise.

(b) Any party which shall have entered into such a written agreement shall thereby be deemed to have agreed to these Rules and to the disciplinary measures referred to in Rule 51.

Applicable Law

5. Every arbitration held under these Rules shall be governed by the provisions of the Laws of Uganda, Chapter 55 (Arbitration Act 1930), and every statutory modification or re-enactment thereof for the time being in force, except where such provisions are amended by or are inconsistent with these Rules.

Place of Arbitration and Language

6. (a) All arbitrations, unless otherwise agreed by the parties to the contract shall be held in Kampala.

(b) All Proceedings shall be in English. Any documentation in another language shall be translated into English before submission.

Implied Undertakings

7. Every submission to arbitration shall be deemed to contain the following undertakings by each of the parties:-

(a) to accept liability jointly and severally to pay the Federation;-

- (i) the fees, costs and expenses of the Federation, arbitrator(s), umpire or board of appeal, and of any decision, award or awards thereof (as the case maybe) in such manner and in such amount(s) as may be directed by the decision award or awards;
- (ii) the fees, costs and expenses of the Federation, arbitrator(s) umpire or board of appeal, payable or incurred in connection with any application by any party to the court in any jurisdiction arising out of the said arbitration and in connection with any subsequent consideration of the subject matter of the said arbitration by the Federation, arbitrator(s), umpire or board of appeal.

The amount of the said fees, costs and expenses shall be conclusively determined (and be binding upon the parties) by a certificate signed by the Executive Director;

(b) not to take or pursue any legal proceedings or claims against any arbitrator, umpire or member of a board of appeal, or against the Federation or any of its officers, or against any advisor, in respect of any matter arising out of the arbitration.

Dismissal for lack of Prosecution

8. (a) It shall be the duty of a party making a claim in an arbitration or appeal to prosecute that claim with diligence and without undue delay.

(b) Any party to an arbitration shall be entitled to apply to the arbitrator(s), umpire or board of appeal for the dismissal of a claim in the arbitration on the grounds that the party making such claim shall have failed to prosecute the claim with due diligence.

(c) When considering such application the arbitrator(s), umpire or board of appeal shall have the power to dismiss a claim for want of prosecution where:-

(i) The party making the claim is in deliberate default in compliance with a peremptory order of arbitration, or is guilty of conduct amounting to an abuse of arbitration process; or

(ii) There has been an inordinate and inexcusable delay on the part of the party making the claim and such delay will give rise to a substantial risk that is not

possible to have a fair trial of the issues in the arbitration or the appeal or such as is likely to cause or has caused serious prejudice to the party defending the said claim.

(d) Upon any such application the arbitrator(s), umpire, or board of appeal shall have full power either to dismiss the claim (or any other part thereof) on such terms as may be just or to make such other order upon the application as they may in their absolute discretion think fit.

Validity of Award

9. Any disqualification of any arbitrator(s) or umpire or member of a board of appeal shall not impugn or invalidate an award unless objection shall have been taken to his so acting in accordance with the provisions of Rules 18(b), or 40(b).

Method of Payment of Fees, Costs and Expenses

10. Unless otherwise stipulated, all payments to the Federation shall be made by cash, direct deposit onto the Federation's account, bank transfer, or by a Cheque/ banker's draft drawn upon a reputable bank in Kampala. Any payment by cheque will be subject to effects being cleared before accepted as a valid payment.

Notices

11. Notices required to be given under these Rules shall be given under these Rules shall be given by letter, cable or telex or by any other means of speedy written communication and shall be deemed to have been properly given if proved to have been sent within the relevant time limit.

ARBITRATION AT FIRST STAGE: RULES OF PROCEDURE

Preliminary Requirements

12. It shall be essential, before anything else, that the claimant demonstrate that there is a genuine dispute or justifiable cause under the terms of contract between the parties. The claimant must demonstrate that they adhered to the rules of the contract on which the transaction was based. Where a dispute involves quality, sealed samples drawn in the presence of representatives of both parties shall be kept by the Federation, according to guidelines that shall be given by the Board of Directors.
13. The time-limits for introducing an arbitration claim shall be as follows:
 - a) Quality Claims must be advised to the seller within 7 working days of the final date of discharge at the destination. The decision to initiate arbitration must be notified to the other party within 15 days of the formulation of the claim.
 - b) Other Claims must be advised within 15 working days of:
 - (i) The final date of discharge at the destination.
 - (ii) The last day of the contractual delivery period if the coffee has not been delivered or last day of execution of contract of service in case of other services.
14. The decision to initiate arbitration shall be carried out within 15 calendar days from the date on which one party formally notifies the other that the dispute apparently cannot be resolved amicably.

Arbitrators and Umpires

15. (a) All arbitrations under these Rules, unless otherwise agreed by the parties, shall be held before two arbitrators to be appointed as herein provided and before an umpire should the arbitrators disagree, or by mutual consent by a single arbitrator.
 - (b) Before commencing on the arbitration the arbitrators shall appoint an umpire who shall be a member of the Panel. Should they be unable to agree on such an appointment the Federation shall on the application of the arbitrators, or either of them, appoint an umpire from the panel who shall have the power to act and to make an award as if he had been appointed by the arbitrators.
 - (c) The umpire shall, if the arbitrators concur, attend with the arbitrators at the hearing of the evidence and, in such cases, if the arbitrators do not agree on an award may make his award with or without a further hearing.

Appointment of Arbitrators

16. (a) All applications and appointments shall be in writing.
- (b) The party initiating arbitration shall either:-
 - (i) Appoint an arbitrator and inform the other party of the appointment made; or
 - (ii) Apply to the Federation for the appointment of an arbitrator on his behalf in accordance with Rule 16(e)
- (c) Not later than 15 days after notice is received of the appointment made under Rule 16(b) the other party shall either:-
 - (i) Appoint a second arbitrator and inform the party initiating arbitration of the appointment made; or.
 - (ii) Apply to the Federation for the appointment of a second arbitrator on his behalf in accordance with Rule 16(e) and inform the party initiating arbitration that such application has been made.
- (d) If the party fails to act in accordance with the Rule 16(c) the party initiating arbitration can apply to the Federation for the appointment of a second arbitrator.
- (e) The Federation shall appoint an arbitrator under Rules 16(b), (c) and (d) provided that the party applying for the appointment submits:-
 - (i) brief details of the dispute, and evidence that the other party has been advised of action to be taken;
 - (ii) the current Federation fee (such fee to be fixed by the Board from time to time- see schedule attached, page 17);
 - (iii) if application is made under Rule 16(d) evidence that notice has been given to the other party that application is being made to the Federation for the appointment of a second arbitrator;
 - (iv) a statement that Kampala is the stipulated place of arbitration;
 - (v) the name of the arbitrator already appointed.
- (f) An arbitrator appointed under these must be a member of the panel.

Registration of Arbitration

- 17 The Executive Director shall maintain a Register of Arbitration. Arbitrators shall:-
- (a) inform the Executive Director in writing of their appointment as soon as possible thereafter, together with the name of the appointed umpire;
 - (b) inform the parties in writing of the appointed umpire not later than 15 days prior to the commencement of the hearing.

Disqualification of or objections to Arbitrators

- 18 (a) No person who is, or becomes, directly or indirectly interested in the subject matter in dispute shall act as an arbitrator or umpire.
- (b) Not later than 7 days prior to the commencement of the hearing, a party can notify the Federation that he objects to an arbitrator or umpire and, if it be proved to the satisfaction of the Federation that the objection is justified, such arbitrator or umpire shall not take part in the arbitration and his place shall be taken by another.

Withdraw of Arbitration

- 19 Once the arbitrators have been appointed, withdrawal of the proceedings shall only be permitted:-
- (a) pursuant to a written agreement of both parties which shall be addressed to the arbitrator(s) and shall include agreement as to responsibility for payment of the fees, costs and expenses of the arbitrators(s)/ umpire and the Federation; or
 - (b) by order of the arbitrator(s)/umpire (on the application of the claimant) on such terms as shall be just and equitable.

Such withdrawal of the proceedings shall become effective only upon payment of all fees, costs and expenses of the arbitrator(s)/ umpire and the Federation. If the arbitration has been registered in accordance with Rule 17, the Federation fee shall be payable.

Security for Fees, costs and Expenses

20. The arbitrator(s) or umpire may require the party making the claim to deposit with the Federation such amount(s) within such time limit(s) and in such manner(s) as he/they think(s) fit, by way of security for the fees, costs and expenses. *If the claimant fails to act accordingly, the application for arbitration shall be deemed to be withdrawn.*

Submission of written statements

21. Each party to the arbitration shall submit his case in writing together with supporting evidence in accordance with the directions of the arbitrator(s) or umpire.

Date of Hearing

22. The arbitrator(s) or umpire shall fix a date and place for the hearing and shall give at least 15 days' notice thereof to all parties.

The Hearing

23. (a) Subject to Rule 23(b) each party to the arbitration can appear at the hearing personally or be represented by a person engaged in the trade and duly appointed by such party in writing. A party wishing to appear personally or to be represented at the hearing shall give written notice to the arbitrator appointed by him or appointed on his behalf, not later than 7 days following the date of such appointment.

(b) A party shall not appear personally by or be represented at the hearing of such arbitration by practicing Counsel or Solicitor or any other legally qualified person.

(c) No other persons shall attend unless the arbitrator(s) or umpire so decide(s)

Conduct of Arbitration

24. (a) The arbitrator(s) or umpire shall have the power to obtain, receive and act upon such evidence or information (whether the same be strictly admissible as evidence or not) and to conduct the arbitration in such manner in all respects as he or they consider necessary.

(b) To advise them, the arbitrator(s) or umpire shall have the power to employ services of legal advisors, assessors or other persons who are competent to deal with or who have expert knowledge of the subject matter, without such persons being necessarily members of the panel.

(c) The arbitrator(s)/ umpire shall be entitled to rely on their/his own knowledge and experience of the trade.

Oaths

25. Evidence shall be taken without the sanction of an oath, unless a party or arbitrator or umpire requires it to be sworn.

Interim Order

26. The arbitrator(s) or umpire shall have the power to make such order(s) as he or they may think fit for the interim protection, warehousing, sale or disposal of the subject matter of the arbitration.

Interim Award

27. The arbitrator(s) or umpire shall have the power to make an interim award or awards.

Award

28. Within a reasonable time not exceeding 60 days from the date of the hearing, the arbitrator(s) or umpire shall make in writing and sign a reasoned award on the official award form of the Federation which, subject to any valid appeal under Rule 30, shall be final and binding.

Interest

29. If so claimed, the arbitrator(s) or umpire shall have the power to direct that any amount awarded to be paid shall carry interest, in which case the award shall state the rate at which and the date from which the interest shall be payable

Fees, costs and Expenses

30. (a) The award shall state the costs and expenses of the arbitration and the fees of the arbitrator(s)/umpire and of the Federation, and which of the parties shall be responsible for payment thereof.
- (b) The fees of the arbitrator(s)/umpire for arbitrators on quality or condition shall be fixed from time to time by the Board - see Schedule attached (page 18)
- (c) The fees of the arbitrator(s)/umpire for arbitrators other than on quality or condition shall be at the discretion of the arbitrator(s)/umpire.
- (d) The Federation fee for members and for non-members of the Federation shall be fixed from time to time by the Board- see schedule attached (page 18).

Taking up the Award

31. (a) The award shall be sent by the arbitrator(s) or umpire to the Executive Director.

(b) The Executive Director shall within 7 days, notify the parties that the award is ready and can be taken up and will be published upon payment of the fees, costs and expenses.

(c) If the award is not taken up within 15 days of the date of the award the Executive Director can direct one of the parties to take up the award and to pay the fees, costs and expenses and that party shall immediately comply with such direction.

(d) If the award has not been taken up within 15 days of the said direction the Federation may by action recover all outstanding fees, costs and expenses of the arbitration from one or all the parties.

(e) Alternatively, should any monies deposited exceed the fees, costs and expenses of the arbitration award, the Executive Director shall immediately publish the award to the parties and thereafter refund the excess.

APPEAL PROCEDURE

Notice and Validity of Appeal

32. A party may appeal against the award of the arbitrator(s) or umpire, which appeal shall only be valid on the following conditions:-

(a) the appellant shall give notice of appeal to the other party within 15 days of the date of publication of the award;

(b) the appellant shall send to the Federation within 15 days of the date of publication of the award:-

- (i) a copy of the award;
- (ii) a copy of the contract;
- (iii) a copy of the notice of appeal sent to the other party.
- (iv) a deposit in order to secure the fees, costs and expenses of the Uganda Coffee Trade Federation. Such amount shall be fixed by the Board from time to time – see scheduled attached (page 18).

Security for Fees, Costs and Expenses

33. (a) The board of appeal appointed under Rule 36 or Rule 37 can acquire the appellant to deposit within the Federation such amount(s), within such time limit(s) and in such manner(s) as it thinks fit, by way of security for the fees, costs and expenses.

(b) if the appellant fails to act accordingly the appeal shall be deemed to be withdrawn and the original award of the arbitrator(s) or umpire shall become final and binding immediately upon expiry of the time limit and all differences or money due under the original award shall be paid forthwith.

Extension of Time for Appeal

34. Notwithstanding the above time provision, the Federation, if it is of the opinion that in the circumstances of the case undue hardship would otherwise be caused, and notwithstanding that the time limit so fixed has expired may, on such terms, if any as the justice of the case may require extend the time for such period as it thinks fit.

Appeal by More than one Party

35. In the event of more than one party each making a valid appeal against the original award of the arbitrator(s) or umpire, such appeals shall be heard together and decided by the same board of appeal.

Appeals on Quality or condition

36. Such appeals shall be decided by a board of appeal consisting of three members of the panel nominated by the Federation which shall also nominate the chairman of the board of appeal.

Appeals other than on Quality or condition

37. Such appeals shall be decided by a board of appeal consisting of five persons nominated by the Federation which shall also nominate the chairman of the board of appeal.

Voting

38. All appeals shall be decided by a majority vote, the chairman of the board of appeal to have a casting or additional vote in the event of any equality.

Notification of Members of Board of Appeal.

39. The Executive Director shall notify each party in writing the names of the members of the board of appeal.

Disqualification of or Objections to Members of Board or Appeal

40. (a) No person who is or becomes, directly or indirectly interested in the subject matter in dispute shall be a member of a board of appeal.

(b) Not later than 15 days prior to the commencement of the hearing a party can notify the Federation that the objects to a member or members of the board of appeal and if proved to the satisfaction of the Federation that the objection is justified, such members shall not take part in the hearing of the appeal, and his/their place(s) shall be taken by another member of members.

Withdrawal of Appeal

41. (a) An appellant can withdraw his appeal at any time prior to the award being made and the Federation shall notify the other party accordingly and the original award of the arbitrator(s) or umpire shall be final and binding immediately upon such notification.

(b) The fees, costs and expenses shall be paid in such proportion as the parties shall agree amongst themselves or in default of such agreement as the board of appeal shall direct.

(c) In the event of a withdrawal (including a deemed withdrawal under Rules 33 or 42 (g), the other party shall have the right to appeal against the original award of the arbitrator(s) or umpire, by giving notice of appeal to the other party and sending to the Federation the documents and deposit referred to in Rule 32(b) within 7 days of the Federation notifying that party of the withdrawal.

Submission of written statements

42. (a) An appeal shall not constitute a new hearing and fresh evidence will only be admitted subject to Rule 45(a).

(b) All written statements must be in the English language. Supporting evidence in a language other than English must be accompanied by an independent translation.

(c) Not later than 15 days after giving notice of appeal, the appellant shall send in octuplicate to the Executive Director a statement of his case together with supporting evidence.

The Executive Director shall, within 7 days, send a copy of the statement of case and supporting evidence to the respondent.

(d) Not later than 15 days after receipt of the appellant's statement of case, the respondent shall send in octuplicate to the Executive Director a statement, the appellant shall send in octuplicate to the Executive Director a statement of his defence together with any other supporting evidence.

The Executive Director shall, within 7 days, send a copy of the statement of defence and supporting evidence to the appellant.

(e) if the appellant wishes to serve a statement of his reply to the statement of defence, then not later than 15 days after receipt of that statement, the appellant shall send in octuplicate to the Executive Director such statement of his reply together with any supporting evidence.

The Executive Director shall within 7 days, send a copy of the statement of reply and supporting evidence to the respondent.

(f) The board of appeal can permit an extension of the above time provisions and/or permit the submission of additional statements and/ or supporting evidence upon application of either party. In the absence of such permission, no additional statements, submissions or supporting evidence shall be served by either party.

(g) If the appellant fails to send to the Executive Director a statement of his case within the time limit under Rule 42(c) or within any extension, the appeal shall be deemed to be withdrawn and the award of the arbitrator(s) or umpire shall become final and binding immediately upon expiry of the relevant time limit.

Date of Hearing

43. Following completion of the exchange of written statements, at least 15 days' notice of the date of the hearing shall be sent by the Executive Director to each of the parties.

The Hearing

44. (a) Subject to Rule 44 (b) each party to the appeal can appear at the hearing personally or be represented by a person engaged in the trade and duly appointed by such party in writing. A party wishing to appear personally or be represented at the hearing shall give written notice to the Executive Director prior to or at the same time as sending his statement of case/ defence.

(b) A party shall not appear personally or be represented at the hearing of such appeal by practicing counsel or solicitor or any other legally qualified person unless special leave shall previously have been obtained in writing from the board of appeal, which leave the board can grant or refuse in its absolute discretion without assigning any reason. Further, a party shall not be represented by an arbitrator named in the award or by the appointed umpire whether or not he made an award.

(c) Should the board of appeal consider it appropriate, it can request the arbitrator(s) or umpire to attend the hearing in order to explain their/ his award and shall so advise the parties of such request.

(d) No other persons shall attend the hearing unless board of appeal so decides.

Conduct of Appeal

44. (a) The board of appeal shall have the power to obtain, receive and act upon any evidence or information if such evidence or information has become apparent after the hearing at the first stage of arbitration (whether the same be strictly admissible as evidence or not), and to conduct the appeal in such manner in all respects as it may consider necessary.

(b) To advise it, the board of appeal shall have the power to employ the services of legal advisers, assessors or other persons who are competent to deal with or who have expert knowledge of the subject matter, without such persons being necessarily members of the panel.

(c) The board of appeal shall be entitled to rely on its own knowledge and experience of the trade.

Oaths

46. Evidence shall be taken without the sanction of an oath, unless a party or the board of appeal requires it to be sworn.

Interim Order

47. The board of appeal shall have the power to make such order(s) as it may think fit for the interim protection, warehousing, sale or disposal of the subject matter of the arbitration.

Interim Award

48. The board of appeal shall have the power to make an interim awards or awards.

Appeal Award

49. Within a reasonable time not exceeding 60 days from the date of the hearing, the board shall make in writing and shall sign a reasoned award which shall be constituted the arbitration award and, subject to any valid appeal to the High court, shall be final and binding. The board of appeal may deal with the appeal and any cross-appeal together but the parties shall not be entitled to require separate awards.

The Executive Director shall within 7 days of notification of the award by the board of appeal, notify the parties that the award is ready and will be published upon payment of any outstanding fees, costs and expenses.

If the appeal award is not taken up within 60 days of notification,

Interest

50. If so claimed, the board of appeal shall have the power to direct that any amount awarded to be paid shall carry interest, in which case the appeal award shall state the rate at which and the date from which interest shall be payable.

GENERAL

Disciplinary Measures

51. (a) In order to safeguard the reputation of the Federation, and the unpleasant nature of public proceedings, members of the Federation who fail to amicably resolve their conflict(s) with fellow members shall be expected to go into arbitration rather than take their disputes to courts of law. Any member who decides to make public disputes between them and another member shall be considered a defaulter under these rules. In this case, the other party or a member of the board of Directors may request the Federation to post the name of the defaulting party and/or bring it to the notice of its members and/or members of associated organisations.
- (b) If one of the parties to an arbitration held under these rules fails to comply with an award which has become final and binding, the other party or the arbitrator(s) or umpire or board of appeal may request the Federation to post the name of the defaulting party and/or bring it to the notice of its members and/or members of associated organisations. By acceptance of the contract and its arbitration clauses the parties are deemed to have agreed to this condition and consented to the Federation so acting in pursuance of the said request.
- (c) In no circumstances shall the Federation be liable to any party to arbitration in respect of the posting or publication of the name of a defaulting party under an arbitration award to any other person or organisation whether or not such award shall have been subsequently paid by the paying party.

Legal Proceedings Subsequent to Arbitration

52. (a) If any party shall make application to the High Court in respect of any award made under these Rules, that party shall forthwith:-
- (i) notify the Federation of such application;
 - (ii) supply the Federation with legible copies of all papers and documents lodged or filed with the court in connection therewith; and
 - (iii) inform the Federation and keep the Federation informed of all arrangements relating to the hearing by the court of such application.
- (b) If any Order is made by the Court upon such application which requires the Federation or any arbitrator or arbitrators or umpire or board of appeal to do, or refrain from doing, any act or thing then each of the parties jointly and severally undertakes to supply to the Federation a full transcript of the judgement of the court (if any) under which the said Order shall have been made.
- (c) If as a result of any such application to the Court the Federation shall incur any fees, costs or expenses subsequent to the publication of the Federation award including any legal expenses incurred in connection with or in way relating to the said application to the Court (and whether or not the Federation shall be legally obliged to incur the same) the parties shall jointly and severally indemnify the Federation against all such fees, costs or expenses (the amount of which shall be conclusively determined as against the parties by a certificate signed by Executive Director of the Federation) and shall pay for the same to the Federation forthwith upon first demand therefore being made.

SCHEDULE OF FEES AS FIXD BY THE UCTF BOARD OF DIRECTORS

EFFECTIVE 1ST MARCH 1998

Appointment of Arbitrators

For application for the appointment of arbitrators made under Rule 16(b) and (d) the Federation fee is:

Member: Ugx. Shs 200,000/ =

Non Members: Ugx. Shs 250,000/=

Fees

(a) Under Rule 30(b), the fees for arbitration on quality or condition are (to be shared between the Federation and the arbitrators):-

Up to 1,000bags.....1% of the value of the coffee

Over 1,000 bags an additional (incremental) .75% of the value is charged.

The Federation shall take 50% of the above fee and the balance shall be shared between the arbitrators. If the services of an umpire are required, an additional fee shall not be charged, but the umpire shall take a share of the arbitrators' fees, which shall not exceed the fee charged by fee charged by each arbitrator.

Under Rule 30(c), the fees for arbitration on issues other than quality or condition are to be shared between the Federation and the arbitrators where the Federation will receive 50% of such fees charged.

(b) Under Rule 30(d), the Federation fee is:-

For members of the Federation U Shs. 200,000=

For non-members of the Federation U. Shs. 250,000=

The status of the party against whom the fees of the arbitrator(s) umpire and the costs and expenses are awarded shall be the deciding factor in determining which of the fees is chargeable.

(c) Under Rule 32(b)(iv), the deposit as security for the fees, costs and expenses is.....
U. shs.2 million/=

All payments to the Federation shall be made by cash, direct deposit onto the Federation's account or by banker's draft. Any payment by Cheque will be subject to effects being cleared before being accepted as valid payment.