

ARBITRATION RULES

1. Agreement of Parties

The Parties shall be deemed to have made these Rules a part of their arbitration agreement whenever they have provided for arbitration by the Ghana Arbitration Centre hereinafter called the Centre or under its Rules. These Rules and any amendment thereof shall apply in the form obtaining at the time the arbitration is initiated.

2. Name of Tribunal

Any Tribunal constituted by the parties for the settlement of their dispute under these Rules shall be called the Arbitration Tribunal.

3. Administrator

When parties agree to arbitrate under these Rules, or when they provide for arbitration by the Centre and an arbitration is initiated thereunder, they thereby constitute the Centre the administrator of the arbitration. The authority and obligations of the administrator are prescribed in the agreement of the parties and in these Rules.

4. Delegation of Duties

The duties of the Centre under these Rules may be carried out through Tribunal Administrators, or such other officers or committees as the Centre may direct.

5. National Panel of Arbitrators

The Centre shall establish and maintain a National Panel of Arbitrators (the Panel) and shall appoint Arbitrators therefrom as hereinafter provided.

6. Office of Tribunal

The general office of a Tribunal is the headquarters of the Centre, (which may, however, assign the administration of an arbitration to any of its Regional Offices).

7. Initiation under an Arbitration Provision in a Contract

Arbitration under an arbitration provision in a contract may be initiated in the following manner:

- a) The initiating party shall give notice to the other party of its intention to arbitrate (Demand), which notice shall contain among others a statement setting forth the following:
 - i. the name in full, description and address of each of the parties;
 - ii. the nature and circumstances of the dispute;
 - iii. the remedy sought, including the amount or claim involved if any;
 - iv. the agreement(s) pertaining to the dispute and the arbitration agreement;
and
 - v. any other documents relevant to the dispute should be annexed thereto.

- b) By filing at the Headquarters of the Centre copies of the notice provided in sub-clause (a) above, which copies shall be sufficient to provide one copy for each party, one for each arbitrator and one for the Secretariat together with the payment of the appropriate administrative fee as provided in the Administrative Fee Schedule.
- c) The Centre shall give notice of such filing to the other party. If so desired, the party upon whom the Demand for Arbitration is made may file an answering statement (Answer) in copies which shall be sufficient to provide one copy for each party, one for each arbitrator and one for the Secretariat with the Centre within seven days after notice from the Centre, in which the event the said party shall simultaneously send a copy of the Answer to the other party. In addition to the Answer if a counterclaim is asserted, it shall contain the following:
 - i. a statement setting forth the nature of the counterclaim;
 - ii. the remedy sought including the amount involved;
 - iii. any document(s) giving rise to the counterclaim should be annexed thereto; and
 - iv. the payment of the appropriate fee provided in the Fee Schedule shall be forwarded to the Centre, if a monetary claim is made in the Answer and Counterclaim.
- d) If no Answer is filed within the stated time, it will be deemed that the claim is denied. Failure to file an Answer shall not operate to delay the arbitration.
- e) Where an Answer and a Counterclaim is submitted by the Respondent, the Claimant shall with seven (7) days be entitled to file a Reply. The Claimant shall file with the Secretariat, copies of the Reply which shall be sufficient to provide one copy for the Respondent, one for each arbitrator and one for the Secretariat.
- f) Unless the Centre in its discretion determines otherwise, the Expedited Procedures of Arbitration shall be applied in any case where the total claim of any party does not exceed \$10,000 or its equivalent, exclusive of interest and arbitration costs. The Expedited Procedures shall be applied as described in Article 56 through 60 of these Rules.

8. Change of Claim

- a) After filing of the claim (Demand and Answer), if either party desires to make any new or different claim, such claim shall be made in writing and filed with the Centre and a copy thereof shall be delivered to the other party, who shall have a period of seven days from the date of such deliver within which to file an answer with the Centre.
- b) After the Arbitrator is appointed, however, no new or different claim may be submitted except with the Arbitrator's consent.

- c) Where the filing of any new claim involves a monetary claim, the party shall file the said claim together with the payment of the appropriate administrative fee provided in the Schedule.

9. Initiation Under Submission

- a) Parties to any existing dispute, may commence an arbitration under these Rules by filing at the Headquarters of the Centre two copies of a written agreement to arbitrate under these Rules (Submission), signed by the parties.
- b) Article 7 of these Rules which deals with the contents of a Demand and Answer, the period for filing a Reply and the payment of the appropriate administrative fee as provided in the Fee Schedule, shall apply mutatis mutandis to a filing of a Submission under this Article.

10. Pre-hearing Conference

At the request of the parties or at the discretion of the Centre, a pre-hearing conference with the Administrator and the parties or their counsel will be scheduled in appropriate cases to arrange for an exchange in information and the stipulation of uncontested facts so as to expedite the arbitration proceedings.

11. Fixing of Place of Arbitration

- a) The parties may mutually agree on the place of arbitration. In the absence of such agreement, the Centre shall determine the place of arbitration. Its decision shall be final and binding.
- b) If any party requests that the hearing be held in a specific place and the other party files no objection thereto within seven days after notice of the request, the place shall be the venue for the hearing.

12. Qualification of Arbitrator

- a) Any Arbitrator appointed pursuant to Article 13 and 15 shall be neutral, subject to disqualification for the reasons specified in Article 19.
- b) If the agreement of the parties names an Arbitrator or specifies any other method of appointing an Arbitrator, or if the parties specifically agree in writing, such Arbitrator shall not be subject to disqualification for the said reasons.

13. Appointment from Panel

If the parties have not appointed an Arbitrator and have not provided any other method of appointment, the Arbitrator shall be appointed in the following:

- a) Immediately after the filing of the Demand or Submission as the case may be, the Centre shall simultaneously to each party to the dispute an identical list of names of person chosen from the Panel.

- b) Each party to the dispute shall have seven days from the delivery date in which to cross off any names objected to, number the remaining names to indicate the order of preference, and return the list to the Centre.
- c) If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the Centre shall invite the acceptance of an Arbitrator to serve.
- d) If the parties fail to agree upon any of the persons named, or if acceptable Arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the Centre shall have the power to make the appointment from among other members of the Panel without the submission of any additional list.

14. Direct Appointment by Parties

- a) If the agreement of the parties names an Arbitrator or specifies a method of appointing an Arbitrator, that designation or method shall be followed. The notices of appointment, with name and address of the appointing party, shall be filed with the Centre by the appointing party. Upon the request of any such appointing party, the Centre shall submit a list of members of the Panel from which the party may, if it so desires, make the appointment.
- b) If the agreement specifies a good period of time within which an Arbitrator shall be appointed, and any party fails to make such appointment within that period, the Centre shall make the appointment.
- (c) If no period of time is specified in the agreement, the Centre shall notify the parties to make the appointment and if within seven days thereafter such Arbitrator has not been so appointed, the Centre shall make the appointment.

15. Appointment of Neutral Arbitrator by Party-Appointed Arbitrators

- a) If the parties have appointed their Arbitrators or if either or both of them have been appointed as provided in Article 14, and have authorized such Arbitrators to appoint a neutral Arbitrator within a specific time and no appointment is made within such time or any agreed extension thereof, the Centre shall appoint a neutral Arbitrator who shall act as Chairman.
- b) If no period of time is specified for appointment of the neutral Arbitrator and the parties do not make the appointment within seven days from the date of the appointment of the last party-appointed Arbitrator, the Centre shall appoint such neutral Arbitrator, who shall act as Chairman.

- c) If the parties have agreed that their Arbitrators shall appoint the neutral Arbitrator from the Panel, the Centre shall furnish to the party-appointed Arbitrators, in the manner prescribed in Article 13, a list selected from the Panel, and the appointment of the neutral Arbitrator shall be made as prescribed in the said Article.

16. Nationality of Arbitrator in International Arbitration

If one of the parties is a national or resident of a country other than Ghana, the sole Arbitrator or the neutral Arbitrator shall, upon the request of either party, be appointed from among the nationals of a country other than that of any of the parties.

17. Number of Arbitrators

If the arbitration agreement does not specify the number of Arbitrators, the dispute shall be heard and determined by one Arbitrator, unless the Centre in its discretion directs that a greater number of Arbitrators be appointed.

18. Notice to Arbitrator of Appointment

Notice of the appointment of the neutral Arbitrator, whether appointed by the parties or by the Centre shall be delivered to the Arbitrator by the Centre, together with a copy of these Rules, and the signed acceptance of the Arbitrators shall be filed prior to the opening of the first hearing.

19. Discretion, Challenge and Confirmation Procedure

- a) Prior to appointment or confirmation, a prospective party appointed arbitrator or neutral Arbitrators shall sign a statement of independence and disclose in writing to the Centre any circumstances likely to affect impartiality, including any bias or any financial or personal interest in the result of the Arbitration or any past or present relationship with the parties or their counsel.
- b) Upon receipt of such information from such Arbitrator or other source, the Centre shall communicate such information to the parties, and, if it deems it appropriate to do so, to the Arbitrator and others.
- c) Where a party desires to challenge the appointment of an Arbitrator after receiving the statement of independence from the Arbitrator, that party shall within seven (7) days file a written statement to the Secretariat with copies to the Arbitrator concerned and the other Arbitrators stating the reasons for the challenge.
- d) The Arbitrator concerned, shall, upon receipt of challenge, have seven (7) days to address the grounds of the challenge, copies of which shall be sent to all the parties and the Secretariat.

- e) Thereafter, the Centre shall determine whether the Arbitrator should be disqualified and shall inform the parties of its decision, which shall be final and binding.

20. Vacancies

If any Arbitrator should resign, die, withdraw, refuse, be disqualified or be unable to perform the duties of the office, the Centre may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filed in accordance with the applicable provision of these Rules.

In the event of a vacancy in panel of neutral Arbitrators, the remaining Arbitrator or Arbitrators may continue with the hearing and determination of the controversy, unless the parties agree otherwise.

21. Time and Place

- a) Unless otherwise agreed by the parties, the Arbitrator shall fix the time and place for each hearing. The Centre shall deliver to each party notice thereof at least five days in advance, unless the parties by mutual agreement waive such notice or modify the terms thereof.

- b) The Arbitral Tribunal may determine an appropriate place for its deliberations.

22. Representation by Counsel

Any party may be represented by counsel. A party intending to be so represented shall notify the other party and the Centre of the name and address of counsel at least three days prior to the date set for the hearing at which counsel is first to appear. When an arbitration is initiated by counsel, or when an attorney replies for the other party, such notice is deemed to have been given.

23. Stenographic Record

The Centre shall make the necessary arrangements for the taking of a stenographic record whenever such record is requested by a party. The requesting party or parties shall pay the cost of such record as provided in Article 51.

24. Interpreter

The Centre shall make the necessary arrangements for the services of an interpreter upon the request of one or more of the parties, who shall assume the cost of such service.

25. Attendance at Hearing

The Arbitrator shall maintain the privacy of the hearings unless the law provides to the contrary. Any person having a direct interest in the arbitration is entitled to attend the hearings. The Arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the

testimony of any other witness. It shall be discretionary with the Arbitrator to determine the propriety of any other person.

26. Adjournments

The Arbitrator may take adjournments upon the request of a party or upon the Arbitrator's own initiative and shall take such adjournment when all of the parties agree thereto.

27. Oaths

The Arbitrator has discretion to require witnesses to testify under oath administered by any duly qualified person or, if required by law or demanded by either party, shall do so.

28. Majority Decision

Whenever there is more than one Arbitrator, all decisions of the Arbitrators must be by at least a majority. The Award must be made by at least a majority unless the concurrence of all is expressly required by the Arbitration agreement or by law.

29. Order of Proceedings

- a) A hearing shall be opened by the recording of the place, time and date of the hearing, the presence of the Arbitrator and parties, and counsel, if any, and by the receipt by the Arbitrator of the Statement of Claim and Answer, if any.
- b) The Arbitrator may, at the beginning of the hearing ask for statements clarifying the issues involved.
- c) The complaining party shall then present its claim and proofs and its witnesses, who shall submit to questions or other examination. The defending party shall then present its defence and proofs and its witnesses, who shall submit to questions or other examination. The Arbitrator has discretion to vary this procedure but shall afford an equal opportunity to all parties for the presentation of any material or relevant documents.
- d) Exhibits, when offered by either party, may be received in evidence by the Arbitrator.
- e) The names and addresses of all witnesses and exhibits in the order received shall be made a part of the record.

30. Arbitration in the Absence of a Party

Unless the law provides to the contrary, the Arbitration may proceed in the absence of any party, which after due notice, fails to be present or fails to obtain an adjournment. An Award shall not be made solely on the default of a party. The

Arbitrator shall require the party who is present to submit such evidence as the Arbitrator may require for the making of an Award.

31. Evidence

- a) The Arbitrator may offer such evidence as they desire and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the dispute.
- b) The Arbitrator, when authorized by law to subpoena witnesses or documents, may do so upon the Arbitrator's own initiative or upon the request of any party.
- c) The Arbitrator shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary.
- d) All evidence shall be taken in the presence of all the Arbitrators and of all the parties, except where any of the parties is absent in default or has waived the right to be present.

32. Evidence by Affidavit and Filing of Documents

- a) The Arbitrator shall receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as the Arbitrator deems it appropriate after consideration of any objections made to its admission.
- b) All documents not filed with the Arbitrator at the hearing, but arranged for at the hearing or subsequently by agreement of the parties, shall be filed with the Centre for transmission to the Arbitrator. All parties shall be afforded the opportunity to examine such documents.

33. Inspection or Investigation

- a) Whenever the Arbitrator deems it necessary to make an inspection or investigation in connection with the arbitration, the Arbitrator shall direct the Centre to advise the parties of such intention.
- b) The Arbitrator shall set the time and the Centre shall notify the parties thereof. Any party who so desires, may be present at such inspection or investigation.
- c) In the event that one or both parties are not present at the inspection or investigation, the Arbitrator shall make a verbal or written report to the parties and afford them equal opportunity to comment.

34. Conservation of Property

The Arbitrator may issue such orders as may be deemed necessary to safeguard the property which is the subject matter of the arbitration without prejudice to the rights of the parties or to the final determination of the dispute.

35. Closing of Hearings

- a) The Arbitrator shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, or if satisfied that the record is complete, the Arbitrator shall declare the hearings closed and minutes thereof shall be recorded.
- b) If briefs are to be filed, the hearing shall be declared closed as of the final date set by the Arbitrator for the receipt of briefs. If documents are to be filed as provided for in Article 33 and the date set for their receipt is later than that set for the receipt of briefs, the later date shall be the date of closing the hearings.
- c) The time limit within which the Arbitrator is required to make the Award shall commence to run, in the absence of other agreements by the parties, upon the closing of the hearings.

36. Re-opening of Hearings

- a) The hearings may be re-opened on the Arbitrator's own motion, or upon application of a party, at any time before the Award is made.
- b) If re-opening the hearings would prevent the making of the Award within the specific time agreed upon by the parties in the contract out of which the controversy has arisen, the matter may not be re-opened, unless the parties agree upon the extension of such time limit.
- c) When no specific date is fixed in the contract, the Arbitrator may re-open the hearings, and the Arbitrator shall have thirty days from the closing of the re-opened hearings within which to make an Award.

37. Waiver of Oral Hearings

The parties may provide, by written agreement, for the waiver of oral hearings. If the parties are unable to agree as to the procedure, the Arbitral Tribunal shall specify a fair and equitable procedure.

38. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state objection thereto in writing, shall be deemed to have waived the right to object.

39. Extensions of Time

The parties may modify any period of time by mutual agreement. The Centre for good cause may extend any period of time established by these Rules, except the time for making the Award. The Centre shall notify the parties of any such extension of time and its reason therefor.

40. Communication with Arbitrator and Serving of Notice

- a) There shall be no communication between the parties and the Arbitrators other than at oral hearings. Any other oral or written communications from the parties to the Arbitrator shall be directed to the Centre for transmittal to the Arbitrator.
- b) Notwithstanding Clause (a) of this Article, the Arbitrator(s) in conjunction with the parties may agree to hold telephone conferencing or other method of communication to discuss issues relating to the conduct of the arbitration.
- c) Each party to an agreement which provides for arbitration under these Rules shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgment on any Award made thereunder may be served upon such party by mail addressed to such party or its attorney at its last known or by personal service, within or without the place wherein the arbitration is to be held (whether such party be within or without Ghana), provided that reasonable opportunity to be heard with regard thereto has been granted such party.

41. Time of Award

The Award shall be made promptly by the Arbitrator and, unless otherwise agreed by the parties, or specified by law, not later than thirty days from the date of closing the hearings, or if oral hearings have been waived, from the date of transmitting the final statements and proofs to the Arbitrator.

42. Form and Effect of Award

- a) The Award shall be in writing and shall be signed either by the sole Arbitrator or by at least a majority if there be more than one Arbitrator.
- b) The Award shall be final and binding on the parties and it shall be executed in the manner required by law.

43. Scope of Award

The Arbitrator may grant any remedy or relief which the Arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. The Arbitrator, in the Award, shall assess arbitration fees and expenses in favour of any party and, in the event any administrative fees or expenses that are due in favour of the Centre.

44. Award Upon Settlement

If the parties settle their dispute during the course of the arbitration, the Arbitrator, upon their request, may set forth the terms of the agreed settlement in an Award.

45. Delivery of Award to Parties

- a) Parties shall accept as legal delivery of the Award the placing of the Award or a true copy thereof in the mail by the Centre, addressed to such party as its last known address or to its attorney, or personal service of the Award, or the filing of the Award in any manner which may be prescribed by law.
- b) A copy of an Award duly signed by an Arbitrator and an electronic copy thereof shall be delivered to the secretariat of the Centre.

46. Release of Documents for Judicial Proceedings

The Centre shall, upon the written request of a party, furnish to such party, at its expense, certified facsimiles of any papers in the Centre's possession that may be required in judicial proceedings relating to the arbitration.

47. Application to Court and Exclusion of Liability

- a) No judicial proceedings by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.
- b) Neither the Centre nor any arbitrator in a proceeding under these rules is a necessary part in judicial proceedings relating to the arbitration.
- c) Parties in these Rules shall be deemed to have consented that judgment upon the arbitration Award may be entered in any court having jurisdiction thereof.
- d) Neither the Centre nor any Arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules.

48. Administrative Fees

- a) As a not-for-profit organization, the Centre shall prescribe an Administrative Fee Schedule and a Refund Schedule to compensate it for the cost of providing administrative services. The Schedule in effect at the time of filing or the time of refund shall be applicable.
- b) The Administrative Fees shall be advanced by the initiating party or parties, subject to final apportionment by the arbitrator in the Award.
- c) When a matter is withdrawn or settled, the refund shall be made in accordance with the Refund Schedule.
- d) The Centre, in the event of extreme hardship on any party, may defer or reduce the administrative fees.

49. Fees When Oral Hearings are Waived

When all oral hearings are waived under Article 38, the Administrative Fee Schedule shall apply.

50. Expenses

- a) The expenses of witnesses for either side shall be paid by the party producing such witnesses.
- b) The cost of the stenographic record, if any is made, and all transcripts thereof, shall be prorated equally among all parties ordering copies unless they shall otherwise agree and shall be paid for by the responsible party directly to the reporting agency.
- c) All other expenses of the arbitration, including required travelling and other expenses of the Arbitrator and of the Secretariat, and the expenses of any witness or the cost of any proofs produced as the direct request of the Arbitrator, shall be borne equally by the parties, unless they agree otherwise, or unless the Arbitrator, in the Award, assesses such expenses or any part thereof against any specified party or parties.

51. Arbitrator's Fee

- a) The Arbitrator's Fees will be calculated by reference to work done by its members in connection with the arbitration and will be charged at rates appropriate to the particular circumstances of the case, including its complexity and any special qualifications of the Arbitrators.
- b) The rates will be advised by the Centre to the parties at the time of the appointment of the Tribunal, but may be reviewed annually if the duration of the arbitration requires.

52. Deposits

The Centre may require the parties to deposit in advance such sums of money as it deems necessary to defray the expense of the arbitration, including the Arbitrator's fee. If any, and shall render an accounting to the parties and return any unexpended balance.

53. Interpretation and Application of Rules

- (a) The Arbitrator shall interpret and apply these Rules insofar as they relate to the Arbitrator's powers and duties. When there is more than one Arbitrator and a difference arises among them concerning the meaning or application of any such Rules, it shall be decided by a majority vote.

- (b) If that is unobtainable, either an Arbitrator or a party may refer the question to the Centre for final decision. All other Rules shall be interpreted and applied by the Centre.

54. Jurisdiction

- (a) Where any question is raised in the pleadings of the parties with respect to the existence or validity of the arbitration clause or of the arbitration agreement or the jurisdiction of the Arbitrator, the Arbitrator shall have the power to rule on any such question or matter.
- (b) The Arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.
- (c) A party must object to the jurisdiction of the Arbitrator or to the arbitrability of a claim (the existence or validity of a contract or validity of the arbitration clause) at the first opportunity or time of filing an Answering Statement to the Demand or filing a Reply to the Counterclaim that gives rise to the objection. The Arbitrator may rule on such objections as a preliminary matter or as part of the final Award.

EXPEDITED PROCEDURES

55. Notice by Telephone

The parties shall accept all notices from the Centre by telephone. Such notices by the Centre shall subsequently be confirmed in writing to the parties. Notwithstanding the failure to confirm notice in writing, any objection hereunder shall nonetheless be valid if notice has, in fact, been given by telephone.

56. Appointment and Qualifications of Arbitrators

- (a) The Centre shall submit simultaneously to each party to the dispute an identical list of five members of the National Panel of Arbitrators from which one Arbitrator shall be appointed.
- (b) Each party shall have the right to strike two names from the list on a peremptory basis. The list is returnable to the Centre within ten (10) days from the date of mailing.
- (c) If for any reason the appointment cannot be made from the list, the Centre shall have the authority to make the appointment from among other members of the Panel without the submission of additional lists. Such appointments shall be subject to disqualification for the reasons specified in Article 19.

(d) The Centre shall give notice by telephone to the parties of the appointment of the Arbitrator. The parties shall notify the Centre by telephone, within seven (7) days of any objections to the Arbitrator's appointment. Any objection by a party to such Arbitrator shall be confirmed in writing to the Centre with a copy to the other party.

57. Time and Place of Hearing

(a) The Arbitrator shall fix the date, time and place of the hearing. The Centre will notify the parties by telephone, seven (7) days in advance of the hearing date.

(b) Formal Notice of Hearing will be sent by the Centre to the parties.

58. The Hearing

Generally, the hearing shall be completed within one day. The Arbitrator, for good cause shown, may schedule an additional hearing to be held within five days.

59. Time of Award

Unless otherwise agreed to by the parties, the Award shall be rendered not later than five business days from the date of the closing of the hearing.

ADMINISTRATIVE FEES SCHEDULE

The Administrative Fee of the Centre is based upon the amount of each claim and counterclaim as disclosed when the claim and counterclaim are filed, and parties shall be advised by the Secretariat on the fee payable at the time of filing.

REFUND SCHEDULE

If the Centre is notified that a case has been

- (a) Settled or withdrawn before a list of Arbitrators has been sent out,
- (b) Settled or withdrawn before the original due date for the return of the first list,
- (c) Settled or withdrawn during or following a prehearing conference or at least 48 hours before the date and the time set for the first hearing,

Then in any such case, the Secretariat shall deduct from the Administrative Fee paid, all reasonable expenses and refund the remainder to the parties.