

RULES OF WAR

Update on the new CIArb rules

- ▶ The Chartered Institute of Arbitrators has recently updated its arbitration rules.
- ▶ The new CIArb rules are more complex than before, contrasting with other institutional rules for resolving domestic and international disputes of similar standing.
- ▶ The diversity of models now available for dispute resolution calls for great care to select the option best suited to the parties and the transaction.

What are the Rules about?

- ▶ **Appointing the tribunal:** Where three arbitrators are called for, each party appoints one, and the two appointees choose a third, presiding arbitrator. The Institute will appoint (if asked to do so) typically after offering the parties some candidates for comment.
- ▶ **Timetable and procedure:** These are decided by the tribunal, subject to the default provisions of the rules: 45 days for service of statements of case, statements of defence, supporting documentation etc, which the tribunal may extend but may not abridge.
- ▶ **The award:** With three arbitrators, the award is by majority. Reasons must be given unless the parties agree to dispense with reasons.
- ▶ **Finality:** Awards are final and binding and must be complied with immediately, the parties waiving their right to any form of appeal or other recourse to the court, so far as applicable law allows.
- ▶ **Emergency and interim relief:** The rules contain optional provisions for protective or urgent interim relief before the arbitral tribunal can be assembled by application to the Institute for an emergency arbitrator.

Why does it matter?

Procedures for commercial disputes resolution are evolving fast and offer more choice than ever: the courts, arbitration, expert determination, disputes boards and structured negotiation, or several such procedures. Making the right choice can bring significant savings in time and cost and may dramatically affect confidence in the process.

What now?

The new CIArb rules significantly modernise and improve the old, but are a reminder that the choice of disputes rules and procedures is diverse and should not be automatic - they should be tailored to the identity and preferences of the parties and the scale and nature of the transaction.

The team at Addleshaw Goddard LLP will be happy to discuss the options with you. Please contact Joe Wilkinson or Jack Banks.

Who to contact

JOE WILKINSON

Partner

0113 209 2332

07775 586366



JACK BANKS

Managing Associate

020 7160 3228/0161 934 6649

07709 332430



10-6345372-1

addleshawgoddard.com

Doha, Dubai, Hong Kong, Leeds, London, Manchester, Muscat, Singapore and Tokyo*

*a formal alliance with Hashidate Law Office

© 2016 Addleshaw Goddard LLP. All rights reserved. Extracts may be copied with prior permission and provided their source is acknowledged.

This document is for general information only. It is not legal advice and should not be acted or relied on as being so, accordingly Addleshaw Goddard disclaims any responsibility. It does not create a solicitor-client relationship between Addleshaw Goddard and any other person. Legal advice should be taken before applying any information in this document to any facts and circumstances.

Addleshaw Goddard is an international legal practice carried on by Addleshaw Goddard LLP (a limited liability partnership registered in England & Wales and authorised and regulated by the Solicitors Regulation Authority) and its affiliated undertakings. Addleshaw Goddard operates in the Dubai International Financial Centre through Addleshaw Goddard (Middle East) LLP (registered with and regulated by the DFSA), in the Qatar Financial Centre through Addleshaw Goddard (GCC) LLP (licensed by the QFCA), in Oman through Addleshaw Goddard (Middle East) LLP in association with Nasser Al Habsi & Saif Al Mamari Law Firm (licensed by the Oman Ministry of Justice) and in Hong Kong through Addleshaw Goddard (Hong Kong) LLP (a limited liability partnership registered in England & Wales and registered and regulated as a foreign law firm by the Law Society of Hong Kong, operating in Hong Kong as a Hong Kong limited liability partnership pursuant to the Legal Practitioners Ordinance) in association with Francis & Co. In Tokyo, legal services are offered through Addleshaw Goddard's formal alliance with Hashidate Law Office. A list of members/principals for each firm will be provided upon request.

The term partner refers to any individual who is a member of any Addleshaw Goddard entity or association or an employee or consultant with equivalent standing and qualifications.

If you prefer not to receive promotional material from us, please email us at unsubscribe@addleshawgoddard.com.

For further information please consult our website www.addleshawgoddard.com or www.aglaw.com.