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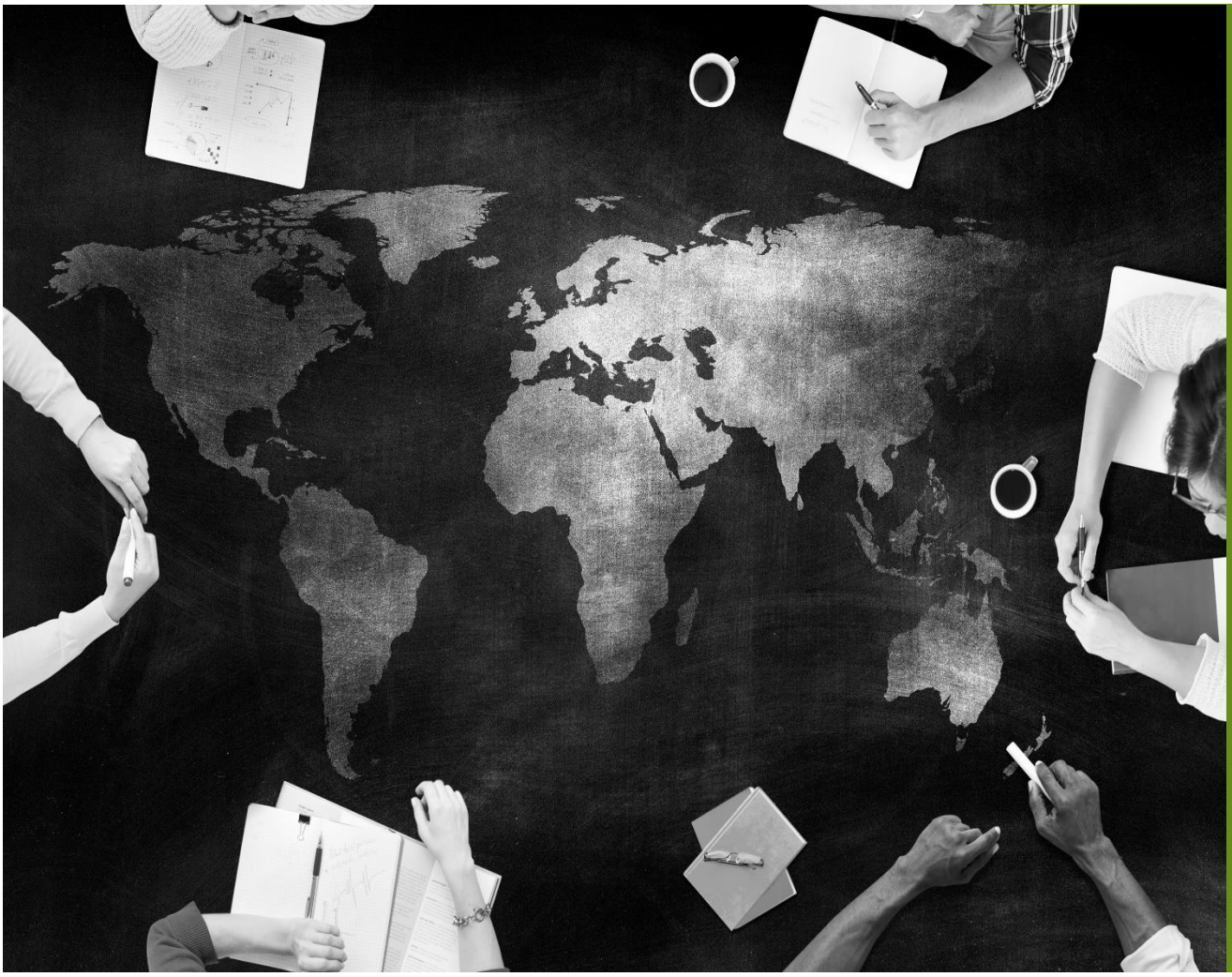
Quickguides

International arbitration: Which institution?



International arbitration: Which institution?

The majority of international arbitration users favour institutional rather than *ad hoc* arbitration. However, when deciding which institution to select, there are several to choose from, but little guidance to assist in the selection process.

This Quickguide aims to provide such guidance, covering:

- the differences between institutional and *ad hoc* arbitration, and why institutional arbitration is favoured;
- the key factors parties should consider when choosing an arbitral institution; and
- a comparison of the rules, style, and perceived advantages and disadvantages of the leading arbitral institutions.

Institutional vs *ad hoc* arbitration

The two broad forms of arbitration are institutional arbitration and *ad hoc* arbitration.

Institutional arbitration

In choosing institutional arbitration, contracting parties are agreeing to adopt the procedural rules of a particular institution and to have that institution administer and supervise the conduct of any arbitration that is commenced under the arbitration agreement. Specifically, this involves the institution, depending on the particular institutional rules, administering the appointment of arbitrators (confirmation, default appointment, challenges, etc.), determining the fees payable to the arbitrator (often by reference to a fixed methodology set out in the institution's rules), overseeing the taking of deposits and making of payments to the arbitrators, assisting in logistics for hearings (hearing rooms, transcript services, etc.), and sometimes even scrutinising draft awards to ensure enforceability.

Ad hoc arbitration

Ad hoc arbitration, on the other hand, is arbitration which the parties manage themselves. It is conducted under rules adopted for the purpose of the specific arbitration, without the involvement of any arbitral institution. The parties can draw up the arbitral rules themselves, leave the rules to the discretion of the arbitrators or, as is more common, adopt rules specially written for *ad hoc* arbitration, for example, the UNCITRAL Rules.[1] They then proceed to conduct the arbitration in conjunction with the arbitrator directly. In other words, the appointment of arbitrators and associated issues are managed by the parties, arbitrators' fees are negotiated directly with the arbitrator and paid directly by the parties, parties must arrange all logistics for the hearing, and there is no supervision of awards.

Why institutional arbitration is often favoured

A survey of international arbitration users in 2015 found that 79 per cent of the arbitrations they were involved in over the previous five years (2010-2015) were institutional arbitrations.[2]

There are several reasons for this preference for institutional arbitration. An institution can lend political or moral weight to awards. More practically, because institutional rules are designed to regulate the proceedings comprehensively from beginning to end, the institutions are better suited to cater for contingencies that might arise, even if (as sometimes happens) a party fails or refuses to co-operate. By incorporating an institution's rules into the contract, contracting parties also avoid the time and expense of drafting a suitable *ad hoc* clause.

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1 The United Nations Commission on International Trade Law Arbitration Rules (as revised in 2010). Please note that UNCITRAL is not an arbitral institution and does not administer arbitrations.

2 *2015 International Arbitration Survey: Improvements and Innovations in International Arbitration* by the School of International Arbitration at Queen Mary University of London. The survey is available on the QMUL's website.

As noted above, the institution will also assume administrative responsibility for the arbitration, and take care of fundamental aspects of the arbitration procedure. The fees and expenses of the arbitration are, with varying degrees of certainty, regulated, and some arbitral institutions independently vet awards to ensure enforceability.

Ad hoc arbitration lacks the "support net" of an institution and depends for its full effectiveness on a spirit of co-operation between the parties, which is usually lacking by the time disputes have arisen. The potential problems of arbitration more generally, such as the ability to delay proceedings, are more likely to arise in *ad hoc* arbitration.

Having said that, the additional layer of bureaucracy imposed by institutional arbitration may cause delay and, inevitably, additional fees are payable. Although the arbitrators' fees are reduced because they have less administration to do, the fees of the institution can add a significant amount to the overall costs of the arbitration. This is particularly so where large amounts are in dispute and the fees are calculated by reference to the value of the claims (see further below). Users of *ad hoc* arbitration also value the procedural flexibility it offers, which they feel enhances party autonomy when compared with institutional arbitration.[3] *Ad hoc* arbitration is also favoured in certain sectors, e.g. the shipping and commodities sectors, or by contracting parties who are sophisticated users of arbitration.

Key factors to consider in choosing an arbitral institution

Having decided to select institutional arbitration, the first question in a party's mind is "which institution?"

There are many institutions to choose from. As a general rule, newly formed institutions or institutions without a proven track record should be avoided. That aside, there is no magic formula for choosing between them. Increasingly, institutions and institutional rules are offering similar processes with little to distinguish them. An example is the widespread introduction of mechanisms such as emergency arbitration, once a key distinguishing feature of only certain leading institutions. Such similarity leads parties to look to more subjective factors in deciding which institution to use: the institution's reputation, previous experience with an institution, the depth and breadth of arbitrators, the quality and consistency of the institution's staff and costs, with some willing to consider lesser known institutions for a more competitive price.[4]

Another key consideration for parties is the chosen seat of arbitration. Selection of the seat is generally viewed as more important than selection of institution as it determines the procedural law of the arbitration, the courts responsible for applying the procedural law, and the "nationality" of the award for enforcement purposes. A reputable institution based in the parties' chosen seat will often be viewed favourably because of its perceived association with and knowledge of how things work in that seat, as well as its geographic proximity. That said, there is nothing stopping parties from choosing an institution in a jurisdiction that differs from the seat of the arbitration and the governing law (it is sensible to align governing law and the seat).

The above considerations are important, but are often personal to the parties involved. There are, however, some clear objective differences between the various institutions and their rules which parties can consider. We deal with these below, and in appendix 1, where further guidance by way of a comparison table of the leading arbitral institutions is provided.

It is important to recognise that institutional arbitration rules provide only a framework for the procedure of the arbitration. The way in which the arbitration is conducted will be determined by the specific approach of the arbitrators. Factors such as their degree of experience in international arbitration, legal background and training, and views on the legal issues for determination in the

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[3] According to the 2021 International Arbitration Survey: Adapting Arbitration to a Changing World, available on QMUL's website.

[4] See the 2021 International Arbitration Survey: Adapting Arbitration to a Changing World by the School of International Arbitration at Queen Mary University of London, which recorded the reasons for respondents' preference for certain institutions. The survey can be found on QMUL's website.

arbitration will influence their approach. It is therefore essential to consider carefully the approach you want the tribunal to take when selecting your arbitrator.

Level of institutional involvement

Arbitral institutions have varying levels of involvement in managing and administering arbitrations. Institutions such as the Hong Kong International Arbitration Centre (HKIAC), for example, promote their "light touch" approach with rules emphasising party autonomy and entrusting the arbitrators with the primary decision-making power. Other institutions, such as the International Court of Arbitration of the International Chamber of Commerce (ICC), are known for more intensive involvement in arbitrations.

One practical example of these contrasting approaches is in respect of scrutiny of arbitral awards. Institutions like the ICC and the Singapore International Arbitration Centre (SIAC) engage in a mandatory scrutiny and approval of draft awards of the tribunal. The ICC Court performs the scrutiny process and may lay down modifications as to the form of the award and, without affecting the tribunal's liberty of decision, may also draw the tribunal's attention to points of substance. The idea is to prevent the award suffering from defects in form or substance that could give rise to difficulties at the enforcement stage.

Many other institutions, such as the HKIAC, London Court of International Arbitration (LCIA), and the Arbitration Institute of the Stockholm Chamber of Commerce (SCC), do not scrutinise or approve awards, leaving it to the tribunal to render a valid award. This difference reflects the varying views about the value of the scrutiny process: some parties consider the additional quality assurance to be a benefit, while others see it as imposing unnecessary delay and expense.

Costs of the arbitration

Perhaps one of the most distinguishing features between the various institutions is their methodology for calculating arbitrators' fees and administrative fees and, ultimately, the typical costs for an arbitration administered by them.

Many institutions (such as the ICC, SCC and SIAC) calculate both their administrative fees and arbitrators' fees on an ad valorem basis; that is, by reference to the amount in dispute. Others, like the LCIA, calculate administrative and arbitrator fees based on time spent and capped hourly rates. It should be noted, however, that time spent may still be factored into an ad valorem system by fixing costs within minimum and maximum limits. Conversely, the claim value can be relevant in an hourly rate system, as the circumstances of the case, including the value of a claim, are often factored in when determining the maximum hourly rate.

Those institutions charging on an ad valorem basis helpfully provide cost calculators on their websites to allow parties to obtain an insight, in advance of the arbitration, into the likely costs of their arbitration. For those charging based on time and hourly rates, parties are reliant on actual data produced by the institution itself to obtain such an insight. Increasingly, institutions are publishing data on both costs and duration of arbitration by reference to value of the claim. However, the different methodologies used can make comparisons difficult.

Privacy

Privacy of arbitral proceedings is one of the key advantages of arbitration. The seat of the arbitration will often determine what level of privacy and confidentiality is provided and, where confidentiality is regarded as important, contracting parties should cater for it in their arbitration agreement. That said, the approach of the institution towards confidentiality may also be a factor when choosing the arbitral institution; not all institutions provide for it as a default rule.

The LCIA and DIFC-LCIA Arbitration Centre (DIFC-LCIA) rules, for example, require the parties to keep confidential all awards in the arbitration, as well as all materials created for the purposes of the arbitration, and all other documents produced by a party in the proceedings not otherwise in the public

domain.[5] Deliberations of the tribunal also remain confidential, and neither institution publishes awards without the prior written consent of the parties and the arbitral tribunal.

The ICC Rules, on the other hand, do not automatically oblige parties to keep awards, materials and documents confidential, but simply empower the tribunal, upon the request of a party, to make orders concerning the confidentiality of proceedings or any other matters in connection with the arbitration. Further, its Rules do not expressly prohibit publication of awards, and the ICC regularly publishes anonymised excerpts from awards.[6] From 1 January 2019 the ICC has adopted an opt-out approach to publication of its awards: unredacted awards may be published within 2 years of notification, unless a party objects or requests redaction.[7]

Expertise in certain types of cases or industries

Another distinguishing feature that parties may look for is whether the institution has expertise in the particular type of case likely to arise under their contract or in the particular industry in which they operate.

A number of specialist institutions have been set up to handle disputes in particular areas and industries. Examples include:

- the Panel of Recognised International Market Experts in Finance (P.R.I.M.E. Finance), an institution offering mediation, arbitration and other dispute resolution services to the finance sector;
- the World Intellectual Property Organisation (WIPO) Arbitration and Mediation Center, which caters for intellectual property and technology disputes;
- the Court of Arbitration for Sport (CAS), which administers sports-related arbitrations; and
- the Chambre Arbitrale Maritime de Paris which administers and supervises maritime arbitrations.

These institutions publish rules tailored to the types of disputes they deal with, and maintain rosters of arbitrators who specialise in those types of disputes. Most of the major arbitral institutions (like the ICC and LCIA) do not specialise in this way; the argument being that there is no need for the institution to be specialised as long as the selected arbitrator is a specialist, or is permitted by the institution's rules to appoint experts and/or rely on expert evidence from party-appointed experts. Nevertheless, parties may feel more comfortable dealing with an institution that specialises in its field.

Fast-track arbitration and early determination

In a survey of international arbitration users, 92 per cent of respondents were in favour of the adoption of a simplified "fast track" arbitration procedure for claims under a certain value.[8] Certain institutions provide for expedited arbitration, which can be on a documents-only basis and before a sole arbitrator. For example, under the SIAC Rules, the expedited procedure can be applied for where the aggregate amount in dispute does not exceed SGD 6 million, the parties agree to use the procedure, or in cases of exceptional urgency. The SCC also has separate expedited rules which the parties can agree to use. As from 1 March 2017, the new ICC expedited procedure will automatically apply to ICC arbitrations where the amounts in dispute are below USD 2 million. Parties can choose to use the procedure for higher value cases. If contracting parties want to have the flexibility to adopt a fast-track procedure, this should be taken into consideration.

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5 This rule is subject to disclosure that may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a state court or other legal authority.

6 The Internal Rules of the International Court of Arbitration empower the President or Secretary General of the Court to authorise researchers to acquaint themselves with awards. The researchers must undertake to respect confidentiality and to refrain from publishing anything based upon the award without having previously submitted the text for approval to the Secretary General of the Court.

7 Paragraphs 40-46 of the ICC's updated Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration under the ICC Rules of Arbitration.

8 *2015 International Arbitration Survey: Improvements and Innovations in International Arbitration* by the School of International Arbitration at Queen Mary University of London. Its 2018 survey, *The Evolution of International Arbitration*, also reflected this preference, with increased expedited procedures for claims regarded as one the key improvements that would lead to greater use of international arbitration across all industries and sectors. Both surveys are available on the QMUL's website.

One of the criticisms of arbitration is the inability to have a claim determined or dismissed at an early stage. This is often cited as the reason why financial institutions prefer national court litigation over international arbitration. However, the SIAC in its 2016 Rules, the SCC in its 2017 Rules, the HKIAC in its 2018 Rules, and the LCIA in its 2020 update to its Rules, introduced a mechanism for summary disposal/early determination of disputes. The ICC in 2017 clarified the procedures already available under the general case management provisions of its Rules for summary dismissal applications.[9] An institution's approach to these applications is another factor to be considered by contracting parties when choosing their institution.

[9] Note to parties and arbitral tribunals on the conduct of the arbitration under the ICC rules of arbitration.

Comparison of the major arbitral institutions

	Australian Centre for International Commercial Arbitration (ACICA)	DIFC-LCIA Arbitration Centre (DIFC-LCIA)	Hong Kong International Arbitration Centre (HKIAC)	International Court of Arbitration of the International Chamber of Commerce (ICC)	London Court of International Arbitration (LCIA)	Arbitration Institute of the Stockholm Chamber of Commerce (SCC)	Singapore International Arbitration Centre (SIAC)
Particular suitability for…?	International arbitrations of all types. The rules (e.g. on confidentiality) are well suited to Australian Arbitration Legislation and therefore make it a good choice for Australian-seated arbitration.	International arbitrations of all types. Often used in disputes involving a Middle East counter party.	International arbitrations of all types, and is a common choice for transactions involving a party from the People's Republic of China.	International arbitrations of all types, particularly where the parties come from very different backgrounds or those where administrative support or guidance is of benefit.	International arbitrations of all types. Often used in disputes involving either a Russian and/or CIS-related party and/or a party ultimately controlled by a Russian/CIS entity.	Due to its perceived neutrality, SCC arbitration may be appropriate where parties are sensitive to issues of partiality, or are unable to agree on the appointment of another major institution. Often used for disputes involving East v West and Russian and CIS counterparties. The SCC's pool of potential arbitrators includes several who are fluent in Russian. Also perceived as being easier to enforce SCC awards in those jurisdictions.	Due to its perceived neutrality, SIAC arbitration may be appropriate where parties are sensitive to issues of partiality, or are unable to agree on the appointment of another major institution. Popular for disputes involving an Indian counterparty and increasingly popular for disputes involving a Chinese counterparty.

	Australian Centre for International Commercial Arbitration (ACICA)	DIFC-LCIA Arbitration Centre (DIFC-LCIA)	Hong Kong International Arbitration Centre (HKIAC)	International Court of Arbitration of the International Chamber of Commerce (ICC)	London Court of International Arbitration (LCIA)	Arbitration Institute of the Stockholm Chamber of Commerce (SCC)	Singapore International Arbitration Centre (SIAC)
Key advantages	Established over 30 years ago, ACICA has a well-established brand. Regarded as a reliable and cost-effective alternative to arbitrating in other major financial centres in the Asia Pacific region. The Rules reflect international best practice including expedited arbitration.	A DIFC-LCIA arbitration, seated in the DIFC, may provide advantages with respect to enforcement either via the Riyadh Convention or through the DIFC Courts.	Hong Kong is seen as a neutral venue for arbitration. The HKIAC adopts a "light touch" approach to administration, so its costs can be lower than other institutions. Its expedited procedure provisions may also attract smaller disputes. Its provisions for joinder and consolidation make it an attractive forum for arbitrations concerning multiple parties, or multiple contracts.	It is part of the International Chamber of Commerce which, together with the number of offices globally, gives it significant international reach. It is, therefore, considered by many to be the leading international arbitral institution and perceived as being a more neutral choice. It is one of the most well known institutions globally. An arbitration with the "ICC stamp" may be thought to be of benefit.	Having been established in 1892, it is one of the oldest international arbitral institutions with a wealth of experience. It is widely respected and the second most popular European institution after the ICC. The LCIA takes a less bureaucratic approach to arbitration than other institutions.	Well established (since 1917) and has a wealth of experience. The SCC has a reputation for being efficient and cost-effective. In addition, the Rules for Expedited Arbitrations further reduce the time needed for resolution of a dispute. The SCC is seen as a neutral venue and may be acceptable to both eastern and western parties when other venues may not.	Singapore is seen as a neutral venue for arbitration. Often costs of arbitration will be lower than in other centres. The availability of the expedited procedure and new summary disposal procedure can reduce the time needed for the resolution of the dispute. Regularly updates its Rules to reflect current best practice.
Key disadvantages	Australia's geographical distance from other countries: Distance and the time zone issues often cited as disadvantages. Not as well-known overseas and has a smaller case load.	The DIFC-LCIA is a relatively new institution (established in 2008). However, many functions under the rules are performed by the LCIA Court and its case load and profile in the region is growing.	Not as "heavyweight" a reputation as other arbitral institutions but its international profile is growing rapidly; it is one of the fastest growing institutions.	The need for Terms of Reference and the scrutiny of the award by the ICC Court adds to the time and costs involved in completing the arbitral process. Certain case management teams known to be inefficient and the administrative function can cause unnecessary delay.	May not be considered sufficiently neutral by non-English parties where the other party is English.	The pool of available arbitrators is generally smaller and tends to be more domestic/regionally focussed. There is also a general lack of good hearing facilities.	Not as "heavyweight" a reputation as other arbitral institutions, and still relatively new (1991). However, the profile of the SIAC is growing rapidly and it is one of the fastest growing institutions in terms of caseload.
Method of commencing arbitration	By notice given to ACICA.	By request sent to the DIFC-LCIA and the respondent.	By notice in writing to HKIAC and all other parties.	By request sent to the Secretariat of the ICC Court, which then notifies the respondent.	By request sent to the LCIA and the respondent.	By request sent to the SCC.	By notice sent to the SIAC Registrar and the respondent.

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Number of arbitrators	If the parties cannot agree, ACICA decides.	In the absence of agreement between the parties, one, unless the LCIA decides three is appropriate.	In the absence of agreement between the parties, HKIAC decides whether one or three is appropriate.	In the absence of agreement between the parties, one, unless the ICC decides three is appropriate.	In the absence of agreement between the parties, one, unless the LCIA decides three is appropriate.	In the absence of agreement between the parties, the SCC Board decides whether one or three is appropriate.	In the absence of agreement between the parties one, unless the SIAC decides three is appropriate.
Nationality of arbitrators	In making an appointment of a sole arbitrator, ACICA must take into account the advisability of appointing an arbitrator of a nationality other than the nationality of the parties.	Unless the parties have agreed otherwise in writing, if the parties are of different nationalities, a sole or presiding arbitrator must not have the same nationality as any of the parties.	As a general rule, the sole arbitrator or presiding arbitrator cannot be the same nationality as either party (where the parties are of different nationalities). In certain circumstances, and where neither party objects, the sole arbitrator or the presiding arbitrator may be of the same nationality as a party.	When appointing or confirming arbitrators, the ICC Court must consider the proposed arbitrator's nationality, residence and other connections to any particular country.	Unless the parties have agreed otherwise in writing, if the parties are of different nationalities, a sole or presiding arbitrator must not have the same nationality as any of the parties.	Unless the parties have agreed otherwise or the SCC Board deems it appropriate, if the parties are of different nationalities, a sole arbitrator or the chairman of the arbitral tribunal must not have the same nationality as any of the parties.	No express rule on nationality of arbitrators.
Appointment of arbitrators	Where one arbitrator is to be appointed, in the absence of party agreement, ACICA will appoint. Where three arbitrators are to be appointed, each party appoints one arbitrator and the two arbitrators choose the chairperson. In default of appointment by either party or agreement by the arbitrators on the third, ACICA will appoint.	The LCIA Court with reference to the methods or criteria agreed by the parties. The parties can nominate an arbitrator but only the LCIA Court can appoint.	Where there is one arbitrator, the parties jointly designate an arbitrator, failing which HKIAC will appoint. Where there are three arbitrators, each party designates one arbitrator and the designated arbitrators nominate the presiding arbitrator, failing which the HKIAC will appoint.	The parties by agreement or nomination (to be confirmed by the ICC Court). In the absence of agreement, the ICC Court will appoint the arbitrators.	The LCIA Court with reference to the methods or criteria agreed by the parties. The parties can nominate an arbitrator but only the LCIA Court can appoint.	The parties are free to agree a different appointment procedure to that provided for in the Rules. Otherwise, where there is one arbitrator, the parties jointly appoint, failing which the SCC will appoint. Where there is more than one arbitrator, each party shall appoint an arbitrator, and the SCC will appoint the chairperson. Where a party fails to appoint an arbitrator, the SCC makes the appointment.	The parties by agreement. Otherwise, where there is one arbitrator, the parties jointly nominate, failing which the SIAC will appoint. Where there are three arbitrators, each party nominates one and the SIAC appoints the presiding arbitrator. Where a party fails to appoint an arbitrator, the SIAC makes the appointment.

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Challenges to the jurisdiction of the tribunal	Made to the tribunal.	Made to the tribunal.	The tribunal determines its own jurisdiction. However, if the tribunal is not yet constituted, HKIAC may determine the extent to which the arbitration will proceed (although this power is rarely used).	Made to the tribunal, but can be referred on to the ICC Court.	Made to the tribunal.	If the tribunal is not yet constituted, the SCC Board will determine jurisdiction. If the tribunal is already constituted, the tribunal determines its own jurisdiction.	If the tribunal is not yet constituted, the Registrar determines whether any objections shall be referred to the Court of Arbitration of SIAC. The Court shall decide if the arbitration will proceed. If the tribunal is already constituted, the tribunal determines its own jurisdiction.
Privacy and confidentiality	Unless agreed otherwise in writing, all hearings take place in private and are treated as confidential. Unless certain circumstances apply, the parties, tribunal and ACICA shall not disclose any matter relating to the arbitration to a third party.	Confidentiality extends to the award and all materials created or produced for the purpose of the arbitration, unless disclosure required by legal duty, to protect or pursue a legal right, or for enforcement/ challenge purposes. Hearings are held in private, unless otherwise agreed by the parties. The DIFC-LCIA does not publish awards without the consent of all parties and the tribunal.	Unless otherwise agreed by the parties, the award, any information relating to the arbitration, and the tribunal's deliberations are confidential.	No express confidentiality provisions, although the tribunal has the power to rule on confidentiality. Will publish unredacted awards within two years unless the parties object.	Confidentiality extends to the award and all materials created or produced for the purpose of the arbitration, unless disclosure required by legal duty, to protect or pursue a legal right, or for enforcement/ challenge purposes. Hearings are held in private, unless otherwise agreed by the parties. The LCIA does not publish awards without the consent of all parties and the tribunal.	The Rules do not impose express confidentiality obligations on the parties. The tribunal and the SCC is obliged to maintain confidentiality of the arbitration and the award. Hearings are also held in private, unless otherwise agreed by the parties.	All matters relating to the proceedings and the award must be kept confidential. Consent of the parties and the tribunal required before SIAC may publish an award.

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Procedure	Subject to the ACICA Rules, the arbitral tribunal has a broad discretion on how to conduct the arbitration, provided that the parties are treated equally and that each party is given a reasonable opportunity of presenting its case.	The parties and tribunal are encouraged to make contact within 21 days of notification of the formation of the tribunal. The parties may agree on joint proposals for the conduct of the arbitration and are encouraged to do so in consultation with the tribunal.	Subject to the HKIAC Rules, the tribunal has discretion on how to conduct proceedings.	The parties may supplement the Rules in their arbitration agreement. Subject to the Rules, the tribunal has discretion in how to conduct proceedings.	The parties and tribunal shall make contact within 21 days of notification of the formation of the tribunal. The parties may agree on joint proposals for the conduct of the arbitration and are encouraged to do so in consultation with the tribunal.	To be determined by the tribunal subject to the arbitration agreement and the Rules.	Subject to agreement between the parties and the SIAC Rules, the tribunal has discretion on how to conduct proceedings.
Multiple parties, joinder and consolidation	The Rules provide for claims between multiple parties and joinder of additional parties (provided that the additional parties are bound by the same arbitration agreement). There is also a mechanism for consolidation.	The Rules provide for claims between multiple parties, joinder of additional parties and consolidation of related disputes.	The Rules provide for claims between multiple parties, joinder of additional parties, and for a single arbitration under multiple contracts. There is also a mechanism for consolidation and for concurrent proceedings.	The Rules provide for claims between multiple parties and in multi-contract situations, and (if prior to the appointment of the tribunal, automatic) joinder of additional parties. There is also a mechanism for consolidation.	The Rules provide for claims based on multiple contracts or between multiple parties, joinder of additional parties and consolidation of related disputes.	The Rules provide for claims based on multiple contracts or between multiple parties, joinder of additional parties, and consolidation of claims.	The Rules provide for claims between multiple parties, consolidation of disputes arising under multiple contracts, joinder of additional parties and a mechanism for consolidation of related disputes.
Time frame for preparation of award	No time limit under the Rules. Under ACICA's Expedited Arbitration Rules, four months from the date the arbitrator is appointed (if there is no counterclaim or claim relied on for the purpose of a set-off), or within 5 months in all other cases.	As soon as reasonably possible following the parties' last submissions, in accordance with the timetable notified to the parties and the Registrar.	Save for arbitrations under the expedited procedures, there is no prescribed time frame for delivery of an award.	Six months from the signature of the Terms of Reference unless the ICC Court specifies otherwise. This is extendable and the ICC can take the efficiency and expeditiousness of the tribunal's handling of the dispute into account when deciding fees. Extensions are typically granted.	As soon as reasonably possible (the tribunal shall endeavour to do so no later than three months following the parties' last submissions), in accordance with the timetable notified to the parties and the Registrar.	Six months from the date of referral to the tribunal. This is extendable and the SCC can take the efficiency and expeditiousness of the tribunal's handling of the dispute into account when deciding fees. Extensions are typically granted.	Unless extended by the Registrar or otherwise agreed by the parties, the tribunal must submit its draft award to the SIAC Registrar not later than 45 days from the date on which it declared the proceedings closed.

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Review of the award	None.	None.	None.	The ICC Court will review the award to identify mistakes in form and substance.	None, although the tribunal can ask the Secretariat to informally review a draft for typographical and similar errors.	None.	The SIAC Registrar will review all awards before they are issued to the parties.
Costs:							
(a) Administration fee	Ad valorem.	The fee will be time-based. Parties are required to lodge deposits to cover costs in stages.	Ad valorem.	Ad valorem.	The fee will be time-based. Parties are required to lodge deposits to cover costs in stages.	Ad valorem.	Ad valorem.
(b) Arbitrators' fees	As agreed between the parties and the arbitrators or, failing agreement, as determined by ACICA having regard to the nature of the dispute, the amount in dispute and the standing and experience of the arbitrators.	Fees are calculated by reference to time spent and hourly rates.	Parties to agree whether fees are determined ad valorem, or based on an hourly rate. Where no agreement is reached, fees are determined on an hourly rate.	Ad valorem, but factors such as efficiency, time spent, complexity and timeliness of the award are taken into account.	Fees are calculated by reference to time spent and hourly rates.	Ad valorem.	Ad valorem.
(c) Scope for security for costs	The arbitral tribunal has power to order interim measures of protection including security for costs.	At the discretion of the tribunal and on terms as the tribunal considers appropriate.	At the discretion of the tribunal.	Security for costs will not generally be ordered although the power arguably exists under Article 28. Advances on costs are payable.	At the discretion of the tribunal and on terms as the tribunal considers appropriate.	Security for costs may be ordered under Article 38, but only in exceptional circumstances.	At the discretion of the tribunal.

	Australian Centre for International Commercial Arbitration (ACICA)	DIFC-LCIA Arbitration Centre (DIFC-LCIA)	Hong Kong International Arbitration Centre (HKIAC)	International Court of Arbitration of the International Chamber of Commerce (ICC)	London Court of International Arbitration (LCIA)	Arbitration Institute of the Stockholm Chamber of Commerce (SCC)	Singapore International Arbitration Centre (SIAC)
Emergency arbitration procedure/ expedited formation of tribunal	A party may apply for the appointment of an emergency arbitrator to provide emergency interim measures of protection. The decision is not binding on the tribunal.	A party may request appointment of an emergency arbitrator to provide emergency relief prior to the constitution of the tribunal. Orders made by the emergency arbitrator will not bind the tribunal. A party may apply for expedited formation of the tribunal in cases of "exceptional urgency".	A party may apply for the appointment of an emergency arbitrator to provide urgent, interim, or conservatory relief prior to the constitution of the arbitral tribunal. The decision is not binding on the tribunal.	A party may request appointment of an emergency arbitrator to provide emergency measures prior to the constitution of the tribunal. Orders made by the emergency arbitrator will not bind the tribunal.	A party may request appointment of an emergency arbitrator to provide emergency relief prior to the constitution of the tribunal. Orders made by the emergency arbitrator will not bind the tribunal. A party may apply for expedited formation of the tribunal in cases of "exceptional urgency".	A party may request appointment of an emergency arbitrator to provide interim measures before or after the arbitration has been commenced but prior to the constitution of the tribunal. Orders made by the emergency arbitrator will not bind the tribunal.	A party may request appointment of an emergency arbitrator to provide emergency interim relief prior to the constitution of the tribunal. The decision is not binding on the tribunal.
Fast track arbitration or summary disposal	Disputes can be referred to arbitration under the ACICA Expedited Arbitration Rules where the amount in dispute is less than AUD 5 million, the parties agree, or it is a case of exceptional urgency.	No.	There are additional rules for expedited arbitration. Article 43 provides for early determination. At a party's request, and after consultation with the other parties, the tribunal has the power to determine one or more points of law or fact by way of early determination on the basis that such points are manifestly without merit, manifestly outside the tribunal's jurisdiction, or where no award could be rendered in favour of the party making the submission.	The expedited procedure applies automatically to ICC arbitrations where the amounts in dispute are below USD 2 million unless the parties have opted out, the arbitration agreement pre-dates 1 March 2017, or the ICC Court determines the procedure is inappropriate. Parties can choose to use the procedure for higher value cases. Although the ICC Rules do not specifically provide for summary disposal, in October 2017 the ICC revised its practice note on conducting ICC arbitration, to clarify the procedure already available for summary disposal applications.	An application for the early dismissal of claims/defences can be made. The claim/defence in question must either be (a) manifestly outside the jurisdiction of the tribunal, (b) inadmissible or (c) manifestly without merit.	Article 39 provides the tribunal with a summary procedure that can be used at any time during the arbitration. A request for summary procedure may concern issues of jurisdiction, admissibility or the merits. The party requesting summary procedure must demonstrate that the procedure is efficient and appropriate. There are additional rules for expedited arbitration.	An application for the early dismissal of claims/defences can be made. The claim/defence in question must either be (a) manifestly without legal merit or (b) manifestly outside the jurisdiction of the tribunal. An expedited arbitration procedure is available for disputes where the claim or counterclaim does not exceed SGD6 million, the parties agree, or in cases of exceptional urgency.

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Waiver of rights of appeal unless otherwise agreed	Yes.	Yes.	The parties waive their rights to object to the validity or enforcement of any award, to the extent such waiver can validly be made.	Yes.	Yes.	Yes.	Yes
Other points of note		The default seat is the Dubai International Financial Centre unless the parties agree otherwise or unless the tribunal determines otherwise. Where parties intend for the DIFC to be the seat, it is important that their arbitration agreement clearly specifies the DIFC rather than Dubai.	A funded party must give written notice of the fact of that funding and the identity of the funder to all parties, the tribunal, the emergency arbitrator (if applicable), and HKIAC (Article 44). The tribunal may take into account any third party funding arrangement when determining the costs of the arbitration (Article 34.4).	On receipt of the file from the Secretariat, the tribunal will draw up Terms of Reference, which include a summary of claims and issues. This potentially leads to a more focused arbitration but the Terms are often contentious and can delay proceedings. The ICC does not maintain a central list of arbitrators but instead seeks recommendations from its consultative national committees.	The default seat of an LCIA arbitration is London unless the parties agree otherwise or unless the tribunal determines otherwise. The 2020 update to the LCIA Rules has made it clear that hearings may take place in person, virtually or by teleconference.		The rules do not provide for Singapore as the default arbitration seat. If the parties fail to agree, the seat of the arbitration is determined by the tribunal.

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If you would like further information on this guide, please speak to your usual contact at Ashurst or one of our contacts listed below.

EMEA

Matthew Saunders
Partner

+44 20 7859 1339
matthew.saunders@ashurst.com

Faisal Baassiri
Managing Partner, Saudi Arabia

+966 12 228 2721
faisal.baassiri@ashurst.com

Emmanuelle Cabrol
Partner

T +33 1 53 53 53 71
emmanuelle.cabrol@ashurst.com

Cameron Cuffe
Partner

+971 4 365 2018
cameron.cuffe@ashurst.com

Tom Cummins
Partner

+44 20 7859 1051
tom.cummins@ashurst.com

Tom Duncan
Partner

+44 20 7859 3262
tom.duncan@ashurst.com

Chiara Familiari
Senior Associate

+39 02 85423484
chiara.familiari@ashurst.com

Emma Johnson
Partner

+44 20 7859 1356
emma.johnson@ashurst.com

María José Menéndez
Partner

+34 91 364 9867
mariajose.menendez@ashurst.com

Nicolas Nohlen
Partner, Dispute Resolution

+49 174 19 17 304
nicolas.nohlen@ashurst.com

Dyfan Owen
Partner

+44 20 7859 1176
dyfan.owen@ashurst.com

José Antonio Rodríguez
Partner

+34 91 364 9431
joseantonio.rodriguez@ashurst.com

Judith Sawang
Partner, Dispute Resolution

+49 69 97 11 28 03
judith.sawang@ashurst.com

Myfanwy Wood
Partner

+44 20 7859 2821
myfanwy.wood@ashurst.com

Asia Pacific

Matthew Blycha
Partner

+61 8 9366 8787
matthew.blycha@ashurst.com

Jeremy Chenoweth
Partner

+61 7 3259 7028
jeremy.chenoweth@ashurst.com

James Clarke
Partner

+61 3 9679 3093
james.clarke@ashurst.com

James Comber
Partner

+852 2846 8916
james.comber@ashurst.com

Adam Firth
Partner

+61 2 9258 6422
adam.firth@ashurst.com

Ronnie King
Partner

+81 3 5405 6201
ronnie.king@ashurst.com

Rob Palmer
Partner

+65 6416 9504
rob.palmer@ashurst.com

Catherine Pedler
Partner

+61 8 9366 8064
catherine.pedler@ashurst.com

Georgia Quick
Partner

+61 2 9258 6141
georgia.quick@ashurst.com

Bill Smith
Partner

+61 2 9258 6098
bill.smith@ashurst.com

Peter Voss
Partner

+61 2 9258 6090
peter.voss@ashurst.com

Michael Weatherley
Partner

+65 6416 9509
michael.weatherley@ashurst.com

Derek Wood
Partner

+675 309 2006
derek.wood@ashurst.com

Melissa Yeo
Partner

+61 7 3259 7062
melissa.yeo@ashurst.com

ashurst

www.ashurst.com