

# London Maritime Arbitration



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**LMAA**

THE LONDON MARITIME  
ARBITRATORS ASSOCIATION

# LMAA Procedural Rules

The procedural rules issued by the LMAA comprise :

- ▶ LMAA Terms 2017
  - ▶ Suitable for substantial disputes involving witness and expert evidence
  
- ▶ LMAA Intermediate Claims Procedure 2017
  - ▶ Suitable for claims where amount in dispute is US\$ 100,000 - 400,000
  
- ▶ LMAA Small Claims Procedure 2017
  - ▶ Suitable for claims where amount in dispute is up to US\$ 100,000
  
- ▶ LMAA Guidelines for Conduct of Virtual and Semi-Virtual Hearings 2020

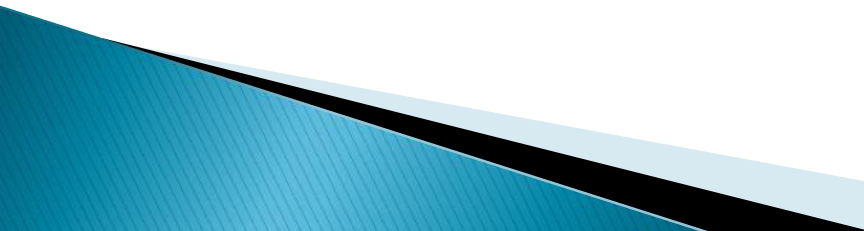
# Arbitration Agreement 'Ingredients'

Three key ingredients – make sure you have a complete clause

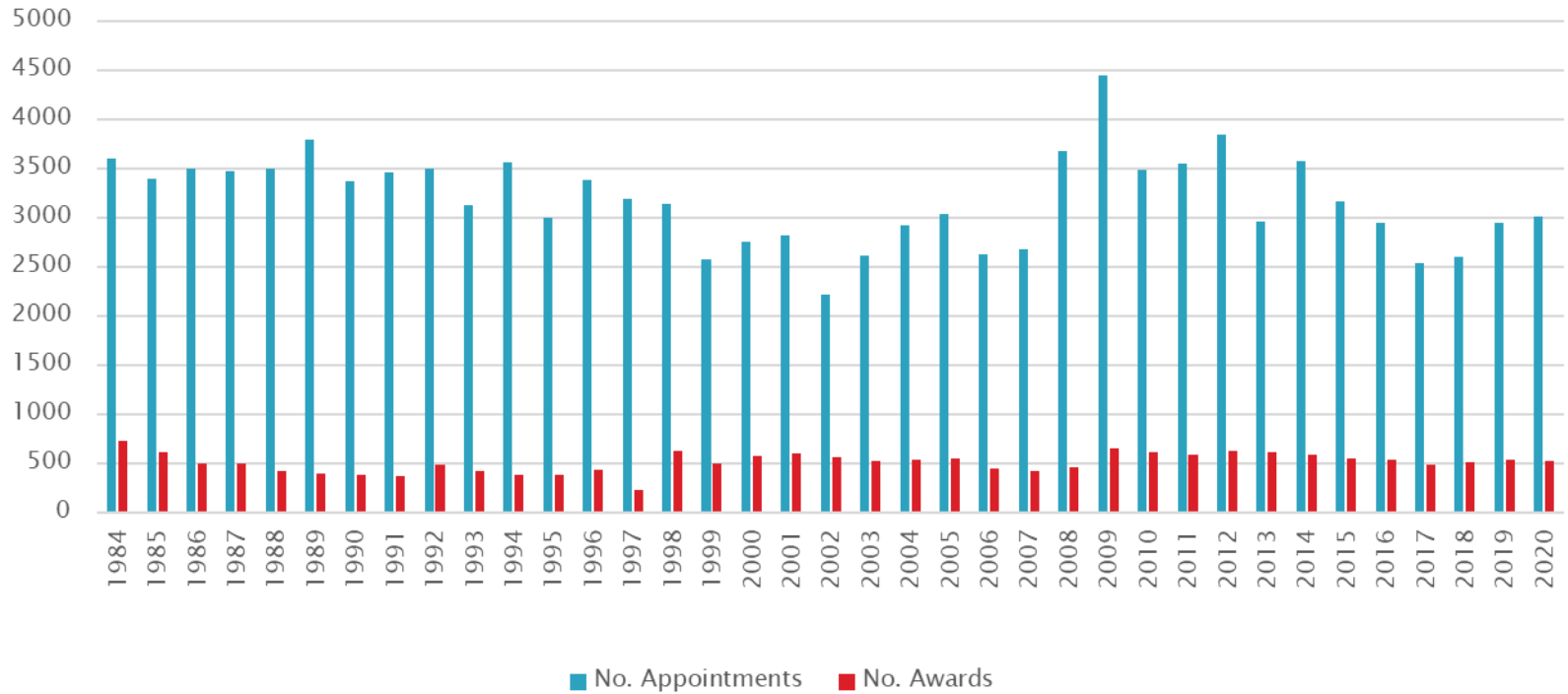
- ▶ *Seat / place* – *London arbitration*
- ▶ *Governing Law* – *English law*
- ▶ *Procedural Rules* – *LMAA Terms & Procedures*
- ▶ *N.B. Seat / place v venue*

# LMAA Arbitration Statistics

Average Annual Statistics (gathered since 1983)

- ▶ 2,500 - 3500 appointments – 3010 in 2020
  - ▶ 1,500 - 2000 new arbitration cases – 1775 in 2020
  - ▶ 70 - 75% cases settle
  - ▶ 500 -600 awards (25 - 30% of cases) – 523 in 2020
- approx. 15-20% of all awards involve an oral hearing,  
that's around 5% of all new arbitrations per year
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# LMAA Statistics 1983-2020



# Comparative International Maritime Statistics

## Global Maritime References Commenced in 2020

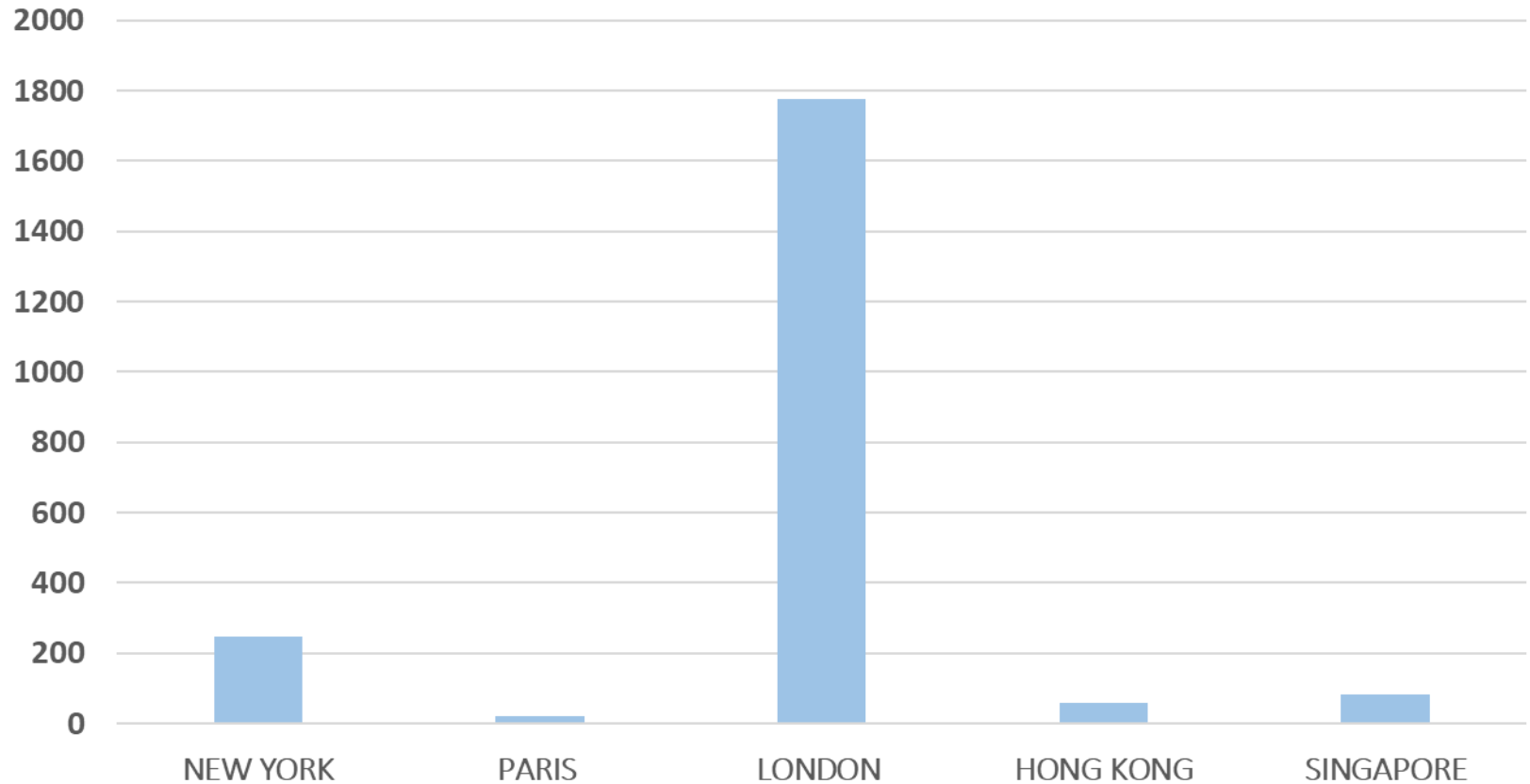
London (LMAA) new cases	1775
New York (SMA) new cases	246
Singapore (SIAC* and SCMA) new maritime cases	82
Hong Kong (HKIAC) new maritime cases	59
Paris (CAMP) new cases **	< 20

\*2019 figure - 2020 figure not yet available

\*\* based on 5 awards

# Comparative International Maritime Statistics

Global Maritime References Commenced in 2020



# LMAA Awards

- ▶ 500 - 600 awards annually (25-30% of cases)
- ▶ approx. 15-20% of awards follow an oral hearing
- ▶ that's around 5% of all new cases per year proceed to hearing
- ▶ In 2020 – 1775 new cases, 523 awards, 53 followed a hearing
- ▶ Why ?
  - ▶ Nature of dispute
  - ▶ Nature of evidence
  - ▶ Cost



# Role of the Broker in Arbitration

- ▶ May be the only contact point for the party
- ▶ Unless direct contact details provided, this will involve the brokers in every communication during the life of the arbitration
- ▶ May be contract terms governing level of involvement
- ▶ May be called on to provide :
  - Documents
  - Proof of evidence
  - Witness statement
  - Give evidence at an oral hearing

# Hybrid Arbitration Clauses

## BIMCO Law and Arbitration Clause 2020 Options :

- ▶ London Arbitration / English Law / LMAA Terms
  - ▶ New York Arbitration / US Law / SMA Rules
  - ▶ Singapore Arbitration / Singapore Law / SCMA Rules
  - ▶ Singapore Arbitration / English Law / SCMA Rules
  - ▶ Hong Kong Arbitration / Hong Kong Law / HKMAG Rules
  - ▶ Hong Kong Arbitration / English Law / HKMAG Rules
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# Hybrid Arbitration Clauses

e.g. *“Singapore Arbitration / English law”*

or

*“Hong Kong Arbitration/ English law”*

- Increasingly seen and trend likely to continue
- Very often without a reference to procedural rules
- Can result in unintended consequences
  - For example, in the case of an English law hybrid – loss of English law right of appeal on point of law



*London Maritime Arbitration*

*Based in London....*

*.....Serving the World*