

## SERVICE OF NOTICES OF ARBITRATION AND SUBMISSIONS

Issues relating to the adequacy of service are being raised with increasing frequency. When receiving applications for appointment of an arbitrator under the SCP, the LMAA makes reasonable efforts to ensure that notice of arbitration/the letter of claim has either been sent to the respondent or that confirmation is received from brokers or other intermediaries that notice of arbitration/the letter of claim has been passed on to the respondent and details provided of the address to which such notice/letter of claim was passed.

It is recommended that parties applying for the appointment of an arbitrator include such information with any application, particularly as many intermediaries, including P & I and Defence Clubs and shipbrokers, may not be prepared or authorized to accept service on behalf of their principals or members and/or confirm that they have passed on notices of arbitration/letters of claim.

Recent cases including *Glencore Agriculture B.V. v Conqueror Holdings Limited* [2017] EWHC 2893 Comm and *Sino Channel Asia Limited v Dana Shipping and Trading Pte Ltd* [2017] EWCA Civ 1703 as well as older *The Lake Michigan* [2009] EWHC 3325 have called into question notices served on personal (rather than generic corporate) e-mail addresses and on P & I Clubs as agents of their members and the ostensible or implied authority of addressees of notices and letters of claim. The primary responsibility is, of course, for the parties themselves to ensure that service is properly effected, whether by e-mail or other means.

Attention is drawn in this respect to the LMAA Arbitration Notice Clause to be found on LMAA website at [www.lmaa.london](http://www.lmaa.london)