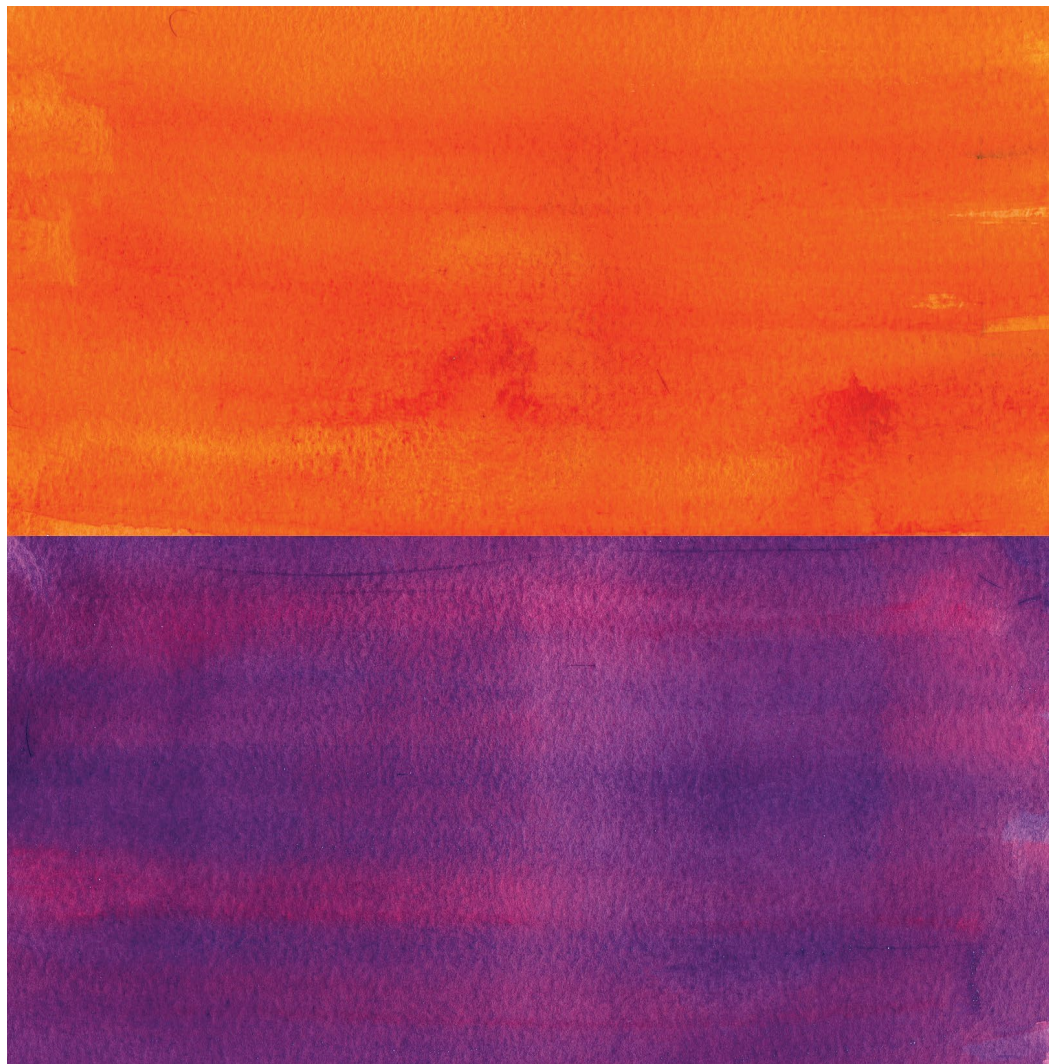


GUIDANCE NOTE FOR PARTIES AND ARBITRATORS



The London Court of International Arbitration



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1. INTRODUCTION

1. This LCIA Guidance Note for Parties and Arbitrators (**Guidance Note**) provides practical guidance to parties, authorised representatives of parties, and arbitrators on conducting arbitrations pursuant to the LCIA Arbitration Rules 2020¹ (**LCIA Rules 2020**) and the LCIA Arbitration Rules 2014² (**LCIA Rules 2014**) (together, the **LCIA Rules**).
2. This Guidance Note focuses predominately on arbitrations proceeding pursuant to the LCIA Rules 2020. However, some of the guidance is generally relevant to all LCIA arbitrations. Certain significant differences between the LCIA Rules 2020 and the LCIA Rules 2014 are highlighted in this Guidance Note; however, parties and the Arbitral Tribunal should always refer to the version of the LCIA Rules applicable to the arbitration. Although certain principles will be relevant, this Guidance Note does not specifically cover arbitrations commenced pursuant to the LCIA Arbitration Rules 1998 (**LCIA Rules 1998**).
3. This Guidance Note is limited to selected issues where additional guidance, and points of “best practice” on the application of the LCIA Rules may be useful. Section 18 of this Guidance Note also sets out the other services that the LCIA provides users including in arbitrations conducted pursuant to the UNCITRAL Arbitration Rules; fundholding services; mediation services; and appointment only services in adjudications, expert determinations, and *ad hoc* arbitrations.
4. This Guidance Note does not provide an authoritative interpretation of the LCIA Rules, nor does it modify the application or interpretation of the LCIA Rules. The LCIA Court is the final authority for the proper application of the LCIA Rules. In addition, the LCIA is a neutral and independent arbitral institution which does not provide legal advice to its users. Accordingly, this Guidance Note does not contain legal advice. While the LCIA makes reasonable efforts to update the information in this Guidance Note, the LCIA makes no representation or guarantee that the content is up to date. Any questions regarding the content of this Guidance Note should be sent to: casework@lcia.org.
5. Unless otherwise defined in this Guidance Note, capitalised terms have the same meaning as defined in the LCIA Rules 2020. All references to “Articles” are references to the LCIA Rules 2020, unless specifically stated otherwise.
6. Further details about the LCIA, and the services it can provide can be found on the LCIA’s website at www.lcia.org.
7. If you have any questions about LCIA arbitration or the other services that the LCIA can provide, please email the LCIA at casework@lcia.org. Please note that, in accordance with Article 13.4, the LCIA cannot engage in any unilateral written correspondence or conversations with parties, their authorised representatives or the Arbitral Tribunal regarding matters of substance.

¹Available on the LCIA website at: https://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2020.aspx.

²Available on the LCIA website at: https://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2014.aspx.

2. THE LCIA RULES – THE BASICS

8. The LCIA Rules are a set of arbitration rules that parties can, by agreement, adopt to provide the framework for the resolution of their dispute by arbitration. If parties select the LCIA Rules to govern the arbitration, they also receive the benefit of having the LCIA administer the arbitration and help the process run more efficiently.
9. The LCIA's recommended dispute resolution clauses are available on its website. Please refer any queries about any of the LCIA's recommended clauses or proposed modification to them to the LCIA Secretariat (casework@lcia.org).
10. The LCIA Rules can be applied in a wide range of disputes arising in various sectors and industries. Parties are free to agree to the application of the LCIA Rules regardless of the seat of the arbitration, the nationality of the parties, the language of the arbitration or the substantive law applicable to the dispute. For instance, in recent years around 85% of parties to arbitrations administered by the LCIA are from outside of the United Kingdom (see the LCIA's Annual Casework Reports at <https://www.lcia.org/LCIA/reports.aspx>).
11. There are currently three versions of the LCIA's arbitration rules:
 - **The LCIA Rules 2020** are the arbitration rules that are presently in force and effective as of 1 October 2020. Subject to any party agreement to the contrary, the LCIA Rules 2020 apply to any LCIA arbitration commenced on or after 1 October 2020, regardless of when the underlying agreement to arbitrate was concluded. As explained in Section 8, the provision on the appointment of an Emergency Arbitrator (Article 9B) however, only applies if the Arbitration Agreement was entered into on or after 1 October 2014 or if the parties agree in writing to "opt in" to Article 9B.
 - **The LCIA Rules 2014** are effective as of 1 October 2014 and apply to arbitrations that were commenced before 1 October 2020, as well as to arbitrations where the parties' Arbitration Agreement refers expressly to the LCIA Rules 2014 or, for example, to "the LCIA Rules in force as at the date of the agreement" (where the date of the agreement was before 1 October 2020 and on or after 1 October 2014). As with the LCIA Rules 2020, Article 9B, however, only applies if the Arbitration Agreement was entered into on or after 1 October 2014 or if the parties agree in writing to "opt in" to Article 9B.
 - **The LCIA Rules 1998** are effective as of 1 January 1998 and apply to arbitrations commenced between this date and 1 October 2014, as well as arbitrations where the parties' agreement refers expressly to this version of the arbitration rules or the version that was applicable at the date of their agreement (where the date of the agreement was before 1 October 2014 and on or after 1 January 1998).
12. Usually parties agree that their dispute(s) shall be resolved by arbitration pursuant to the LCIA Rules in their Arbitration Agreement. However, parties that have an arbitration agreement in their contract may agree to LCIA arbitration after the dispute has arisen. In addition, they may later decide to adopt the LCIA Rules for an LCIA arbitration in circumstances where they do not have an arbitration agreement in the first place. The LCIA is happy to assist parties in these circumstances. The LCIA also offers services in arbitrations conducted pursuant to the UNCITRAL Arbitration Rules and appointment services for other *ad hoc* arbitrations as set out in Section 18 below.

13. An arbitration agreement that refers only to "arbitration in London" (without any reference to the LCIA, the LCIA Rules, the "London Court" or its former name "London Court of Arbitration") does not provide for LCIA arbitration. Instead, it likely provides for *ad hoc* arbitration, in accordance with the English Arbitration Act 1996.
14. If an arbitration agreement refers to an arbitration institution that appears not to exist, and where the Claimant asserts that it was the parties' intention to refer to the LCIA, the LCIA Secretariat may, in consultation with the LCIA Court, register the Request on the understanding that it will be for the Claimant to satisfy the Arbitral Tribunal, in due course, that the arbitration agreement provides for arbitration pursuant to the LCIA Rules and that the Arbitral Tribunal does have jurisdiction.

3. THE LCIA RULES – KEY FEATURES

15. The LCIA Rules offer a streamlined and efficient arbitration process with the following key features:
 - Maximum flexibility for parties and Arbitral Tribunals to agree on procedural matters;
 - Speed and efficiency in the appointment of arbitrators;
 - A combination of the best features of the civil and common law systems;
 - Emergency procedures, including expedited formation of the Arbitral Tribunal and Emergency Arbitrators;
 - An Arbitral Tribunal's power to decide on its own jurisdiction;
 - Ethical guidelines for the parties' authorised representatives;
 - An Arbitral Tribunal's power to order security for claims and for costs, as well as to grant a range of interim and conservatory measures;
 - Special powers for joinder of third parties and consolidation;
 - Waiver of right of appeal, assisting parties to obtain finality;
 - Costs computed on an hourly basis, rather than as a percentage of the amount in dispute; and
 - Staged Advance Payments for Costs - parties are not required to pay for the whole arbitration in advance.
16. As noted, in October 2020 the LCIA updated its arbitration rules. Notable amendments in the LCIA Rules 2020 include:
 - Explicit confirmation of tools allowing arbitrators to expedite proceedings, including by introducing an explicit reference to the possibility of Early Determination;
 - Refinement and expansion of the provisions accommodating the use of virtual hearings, electronic communication with the LCIA and in the arbitration, as well as confirming the facilitation of electronically signed awards;

- Inclusion of explicit provisions addressing the role of secretaries to the Arbitral Tribunal (**Tribunal Secretaries**);
- Broadening of the LCIA Court's and Arbitral Tribunal's power to order consolidation and concurrent conduct of arbitrations; and
- Explicit consideration of data protection and regulatory issues.

17. On 1 December 2023, the 2023 Schedule of Costs came into effect. It applies to LCIA arbitrations registered on or after the effective date. The 2023 Schedule of Costs does not apply to cases commenced prior to 1 December 2023. See Section 15 for more information about the costs of an LCIA arbitration.

4. COMMENCING AN LCIA ARBITRATION

18. This Section provides an overview of:

- How a party can commence an LCIA arbitration (Section 4.1);
- The registration fee payable (Section 4.2);
- The LCIA's online filing system (Section 4.3);
- The composite Request (Section 4.4); and
- What parties can expect after the arbitration has been commenced (Section 4.5).

4.1 The Request

19. To commence an arbitration pursuant to the LCIA Rules, the Claimant should file with the LCIA a Request, together with a non-refundable registration fee of £1,950 (**Registration Fee**), plus VAT (if applicable, see Section 4.2 below).
20. The Request should be filed electronically by email to casework@lcia.org or by other electronic means including using the LCIA's online filing system available at: onlinefiling.lcia.org (**Online System**) (see Section 4.3 below). In accordance with Article 4.1, prior written approval is required from the Registrar to submit the Request by any alternative method. Unless otherwise notified, Claimants are not required to send the LCIA hard copies of the Request.
21. The Claimant should address its Request to the LCIA Registrar, Eliana Tornese, and ensure that it includes, or encloses, all of the information and documentation required pursuant to Article 1 of the LCIA Rules 2020.
22. There is no standard form, or required length, for a Request, but in practice Requests are around 10 to 15 pages, rather than an extensive written statement, unless the Claimant intends to elect in due course that its Request stands as its Statement of Case (Article 15.2).
23. Where relevant, the Request should include explanations, and attach relevant documents, that evidence the Arbitration Agreement between the parties. For example, the Request may include an explanation of any amendments to the agreement pursuant to which claims are made, any novation or assignment agreements, and explanations and evidence of any change of party names.

24. If the Arbitration Agreement provides for party nomination of arbitrator candidates, or if the parties have otherwise agreed to nominate arbitrator candidates, the Claimant may include a nomination in the Request (unless the Arbitration Agreement provides for a different timeframe). If the parties have agreed on party nomination and the Claimant does not nominate an arbitrator candidate in the agreed timeframe, the LCIA Court may appoint an arbitrator in the absence of a nomination, or, if a late nomination is made, the LCIA Court has discretion as to whether or not to take into consideration such late nomination.
25. If the parties have agreed to nominate arbitrator candidates or to follow a certain procedure for the appointment of the Arbitral Tribunal then, subject to the requirements of arbitrator independence, impartiality and availability (see Sections 7.6 and 7.7), the LCIA will accommodate such procedures. Separately, the Claimant may propose that the parties nominate arbitrator candidates or follow a certain procedure for the appointment of the Arbitral Tribunal in the Request. As noted below, if the Claimant makes such a proposal the LCIA will then ask the Respondent to provide comments, a counterproposal and/or nomination (if any). As noted at paragraph 68 below, the Respondent may also make a proposal and/or nominate arbitrator candidates in the Response.
26. The LCIA may request clarification of any matters in the Request before registration, and delay in providing the information may impact the Commencement Date.
27. It is the responsibility of the Claimant (and not of the LCIA) to deliver a copy of the Request to all Respondents by email or any other electronic means of communication. If the Claimant is unable to deliver the Request to all Respondents, for example where it does not have the email address of a Respondent, the Claimant should seek the Registrar's prior written approval to deliver the Request to that Respondent via a different means in accordance with Article 4.2.
28. Parties should note that pursuant to Article 4.3, delivery by electronic means may only be effected to an address agreed or designated by the receiving party. However, if an address has not been agreed or designated, an email address that has been regularly used in the parties' previous dealings may be used for effecting delivery.
29. If the Claimant wishes to supplement, modify or amend its Request to correct certain errors, mistakes or ambiguities at any time after the commencement of the arbitration but prior to the appointment of the Arbitral Tribunal, the Claimant may make an application to the LCIA Court and copy all other parties (Article 1.5). The LCIA Court will decide whether to grant the request.
30. The Request will not be registered by the LCIA until the LCIA is in receipt of the Registration Fee. Accordingly, the date stipulated on the Request and/or the date of receipt of the Request may not be the Commencement Date of the arbitration.
31. On receipt of the Request, the LCIA will screen the Claimant and Respondent, and any other parties named in the Request, for compliance purposes including a sanctions check. For further information see Section 17 below.

4.2 The Registration Fee

32. In order to register the Request, the LCIA must be in receipt of the Registration Fee. In accordance with the LCIA Rules, the Claimant should submit the Request together with the non-refundable Registration Fee of £1,950 to the LCIA (net of any banking charges for which the Claimant is responsible). If the Claimant is filing multiple Requests, a separate Registration Fee will be required for each arbitration that the Claimant intends to commence. If the Claimant is filing a composite Request, see paragraph 54.

33. VAT on the Registration Fee may be applicable where the Claimant is based in the United Kingdom (or registered for UK VAT). The LCIA will ask UK-based parties to provide details of their UK VAT registration numbers. At the time of the publication of this Guidance Note, the VAT on the Registration Fee amounts to £390 (20%) and the LCIA will invoice the first-named Claimant for the VAT if they are UK based.
34. The Registration Fee covers the preliminary charges relating to setting up the file on the LCIA's internal case management system.
35. As noted above, the Claimant should submit the Request together with the Registration Fee. Should the LCIA receive the Registration Fee without the Request, the LCIA will treat the Registration Fee as unallocated and may return the payment to the account from which it was paid.
36. All payments of Registration Fees to the LCIA should reference the name(s) of the Claimant(s) to the arbitration being commenced so that the LCIA can allocate the Registration Fee accordingly. Once the arbitration has commenced, all payments to the LCIA should reference whether the payment is made for the Claimant ("C") or the Respondent ("R") (or "C1", "C2" and "R1", "R2" where there are multiple Claimants and Respondents), together with the LCIA case reference number.
37. Subject to the principles set out in Article 24A of the LCIA Rules 2020, and as of 1 December 2023, the LCIA will only accept payments from an account held in the name of a party to the arbitration (i.e., Claimant(s) and Respondent(s)) (**Parties**) or from an account held in the name of a person(s) or law firm(s) authorised to act on legal matters for the Party, and who is on the record in the arbitration (**Legal Representatives**). If payments are made from other accounts, the LCIA may, in its sole discretion, and without the need to state any reasons, return the payment to the account from which it was paid. The use of the term "Legal Representatives" in this Guidance Note therefore refers to from whom the LCIA accepts payments.
38. If the Online System is used to file the Request, payment of the Registration Fee will need to be made by credit or debit card online or by using PayPal. It is recommended that the Claimant, or its Legal Representatives have their card details ready when filing the Request on the Online System so that payment can be made, and confirmation of payment be provided. Further details on using the Online System are in Section 4.3 below.
39. Claimants filing the Request by email may effect a bank transfer to the LCIA for the Registration Fee. If the Claimant wishes to pay by bank transfer, the Claimant, or their Legal Representatives, should contact the LCIA accounts team (by email to accounts@lcia.org) to request the LCIA's bank account details. Bank account details used previously or in a different arbitration case may no longer be the correct LCIA bank account details. If the Claimant or their Legal Representatives wish to pay by credit or debit card, please contact accounts@lcia.org for instructions.
40. The LCIA does not accept any payments in cash or by cheque.
41. In accordance with Article 1.4, until actual receipt of the Registration Fee, the arbitration is not deemed to have commenced.
42. The LCIA will write to the parties to the arbitration after the LCIA's receipt of the Request and the requisite Registration Fee.

43. The Request may include an application for the expedited formation of the Arbitral Tribunal and/or an application for the appointment of an Emergency Arbitrator. See Section 8 below. While the application for expedited formation of the Arbitral Tribunal does not require a separate fee, the application for the appointment of an Emergency Arbitrator requires an additional Special Fee. The Special Fee is in addition to the Registration Fee.

4.3 The Online System

44. The LCIA's Online System can be used to upload the following documents:
 - The Request, including a composite Request;
 - The Response or composite Response;
 - An application for the appointment of an Emergency Arbitrator;
 - An application for expedited appointment of the Arbitral Tribunal;
 - An application for the expedited appointment of a replacement arbitrator; and
 - Any documentation supporting the above.
45. The Online System also enables the user to pay the Registration Fee and the Special Fee for the appointment of an Emergency Arbitrator, if applicable.
46. Files uploaded to the Online System must each be less than 256MB and uploaded in one of the following formats: txt, pdf, doc, docx, jpg, jpeg, xls orxlsx.
47. Before using the Online System, users should ensure that they have their credit or debit card or PayPal details ready to pay the relevant fee. Payments should be made in accordance with paragraphs 35 to 37 above. In addition, users should either have a PDF copy of the relevant document to be filed ready or all of the details needed to complete interactive forms for the Request, Response, application for an Emergency Arbitrator or application for expedited formation of the Arbitral Tribunal (or appointment of a replacement arbitrator). Accordingly, for the Request and the Response, parties should ensure that they have all the information listed in Article 1 and Article 2 of the LCIA Rules 2020.
48. The Online System allows the user to:
 - Complete a simple registration process at onlinefiling.lcia.org by selecting "Create new account". The user will be asked to enter their email address and to accept the terms and conditions for using the Online System. A validation email will be sent requesting validation of the email address and to set a password. Completion of the registration process generates a unique username and password and provides access to the LCIA's various online forms;
 - Complete interactive forms for the Request, Response, application for an Emergency Arbitrator and application for expedited formation of the Arbitral Tribunal (or appointment of a replacement arbitrator) which each require parties to input all of the information required by the LCIA Rules. It therefore is a useful checklist for parties unfamiliar with LCIA arbitration;
 - As an alternative to the interactive forms, parties may upload a PDF copy of the relevant document through the Online System. It is recommended that if a PDF copy is uploaded, the user does not also fill out the interactive form, to avoid the risk of inconsistencies in the two versions;

- Pay any filing fees online (for example, the Registration Fee, see Section 4.2 above). Please note your filing will only be submitted to the LCIA once payment has successfully been processed;
 - Generate a PDF document if you have chosen the standard electronic form, at the conclusion of the process (and following payment of any fee), which the user can print/save and also serve on the other parties to the arbitration (together with any relevant attachments). Filing on the Online System does not automatically send the documents to any party and therefore the party/user filing will need to ensure that the documents are delivered to other parties to the arbitration; and
 - Access all the user's filings made online, including payment history.
49. The Online System can be accessed by a party or its authorised representatives.
50. Once a document is submitted, that document (or any attachment) cannot be revised through the Online System. If inaccurate information has been submitted, or if you have any other questions about the Online System, please email casework@lcia.org, providing the Online Filing ID or the LCIA number assigned to the arbitration.
- #### 4.4 Composite Requests
51. The LCIA Rules 2020 permit a Claimant to file a composite Request for arbitration to commence, in one single document, more than one arbitration under the LCIA Rules 2020 whether against one or more Respondents and under one or more Arbitration Agreements (**Composite Request**).
52. Choosing to file a Composite Request has an administrative benefit as details of all the arbitrations to be commenced are included in one document rather than in multiple Requests. The filing of a Composite Request does not lead to automatic consolidation of the arbitrations, but Composite Requests may contain an application for consolidation. By filing a Composite Request, Claimants can demonstrate the links between related arbitrations which may be beneficial if consolidation of the arbitrations is sought.
53. Regardless of whether consolidation is sought, the Composite Request must identify separately the estimated monetary amount or value in dispute, the transaction(s) at issue and the claim(s) advanced by the Claimant against any other party in each arbitration. The LCIA may request clarification before registration, and delay in providing the information may impact the Commencement Date(s).
54. A Composite Request may be filed electronically using the LCIA's Online System or by email to casework@lcia.org, together with the requisite number of Registration Fees for each arbitration the Claimant wishes to commence. For example, if the Composite Request is intended to commence three arbitrations, three Registration Fees (plus VAT, if applicable) should be sent to the LCIA. For further information regarding payment methods when filing on the Online System or filing by email, see Section 4.2 above.
55. Payment of the Registration Fees must comply with paragraphs 35 to 37 above.
56. If a Claimant files a Composite Request and only pays one Registration Fee and subsequently pays Registration Fees for the other arbitrations commenced by the Composite Request, the arbitrations may have different Commencement Dates and registration may be delayed. To avoid this occurring, the Claimant or its Legal Representatives, should pay the requisite number of Registration Fees all on the same date.

57. The LCIA will register each of the arbitrations and designate a separate LCIA case reference number for each arbitration commenced as soon as it is in receipt of the Registration Fees for each arbitration.
58. If a Claimant files a Request that invokes one or more Arbitration Agreements and does not specify that the Request is a Composite Request, the LCIA may ask the Claimant to confirm that it intends the Request to be treated as a Composite Request and that the Claimant should pay the requisite number of Registration Fees.
59. Filing a Composite Request is not provided for under the LCIA Rules 2014 or the LCIA Rules 1998 and therefore separate Requests should be filed in respect of each Arbitration Agreement invoked if those Rules apply.
60. The arbitrations commenced by the Composite Request will progress separately unless the LCIA Court or the Arbitral Tribunal determines otherwise by ordering consolidation, as set out in further detail in Section 11.5.

4.5 Initial Steps After Registration of the Arbitration

61. Once the LCIA has received the Request and the Registration Fee, the LCIA will write to the parties as soon as possible. The LCIA will acknowledge receipt of the Request and confirm the Commencement Date of the arbitration. The LCIA may also request clarification and provide comments regarding procedural matters raised in the Request and the Arbitration Agreement.
62. The parties will be asked to make an initial Advance Payment for Costs (or deposits if the arbitration proceeds pursuant to the LCIA Rules 2014) taking into account whether the Arbitration Agreement provides for a three-member Arbitral Tribunal or a sole arbitrator. Where there are multiple Claimants and/or Respondents, the LCIA will usually request that all of the parties on one side, together, make the Advance Payment for Costs (rather than each Claimant and each Respondent make their own separate payments) and it will be for each side to decide among themselves how the Advance Payment for Costs should be paid. Further information about Arbitration Costs and Advance Payments for Costs is in Sections 15 below.
63. In addition, the LCIA will request that the parties and their authorised representatives promptly advise the LCIA of any issues of which they are aware, or of which they become aware during the arbitration, that might impact the ability of any party to the arbitration to pay the Advance Payment(s) for Costs when directed or otherwise to participate in the arbitration.
64. Parties and their authorised representatives will also be asked to advise the LCIA of any restrictions, sanctions or embargoes that affect any party, whether directly or indirectly (including financial sanctions, by which any funds or other economic resources belonging to, held by or controlled by them, or an associated entity or body, have been frozen or which provide that no funds or economic resources shall be made available to them, and any trade sanctions). For further information see Section 17 below.

5. RESPONDING TO A REQUEST

5.1 The Response

65. If a Respondent receives a Request, and it intends to participate in the arbitration, the next step is for it to prepare and file a Response within 28 days of the Commencement Date, unless the Arbitration Agreement provides for a different timeframe. There is no fee for filing a Response.

66. The Response can be filed electronically by email to casework@lcia.org or by other electronic means including using the LCIA's Online System available at onlinefiling.lcia.org.
67. Article 2 sets out the information and documentation that the Response should include. As with a Request, there is no prescribed form for a Response, although in practice a Response is 5-10 pages in length (unless the Respondent intends for its Response to stand as its Statement of Defence (Article 15.3) or has any counterclaims and/or cross-claims). The Response should include all information required by the LCIA Rules. The LCIA may request clarification if anything is unclear.
68. If the Arbitration Agreement provides for party nomination of arbitrator candidates, the Respondent may include such a nomination in the Response (unless the Arbitration Agreement provides for a different timeframe). As noted at paragraph 25, if the Claimant proposes an arbitrator candidate in the Request and/or a procedure for the appointment of the Arbitral Tribunal the LCIA will ask the Respondent if it has any comments on the proposal for nomination or procedure for appointment. The Respondent may provide its comments, counterproposals, and/or nomination of arbitrator candidates (if any) in the Response.
69. Failure to deliver a Response (or any part of a Response) does not by itself preclude a Respondent from denying a claim, nor from advancing any defence or cross-claim in the arbitration. If, however, the parties have agreed on party nomination of arbitrators in the Arbitration Agreement or any other written agreement, then failure to nominate an arbitrator candidate within the time for delivery of the Response (or other time period agreed by the parties) constitutes a waiver of that party's opportunity to nominate or propose an arbitrator.
70. The LCIA Court may extend or lessen the 28-day period for filing a Response upon application by the Respondent or on its own initiative (Articles 2.1 and 22.5). The LCIA Court might consider it appropriate to extend the deadline where, for example, there has been a lengthy delay between commencement of the arbitration and delivery by the Claimant of the Request to the Respondent. Any applications to the LCIA Court for an extension of time should include reasons. If the parties agree on the extension of time, the LCIA will not refer the matter to the LCIA Court.
71. Pursuant to Article 2.5, at any time prior to the appointment of the Arbitral Tribunal, the Respondent may apply to the LCIA Court, copying all other parties, to supplement, modify or amend its Response to correct certain errors, mistakes, or ambiguities.

5.2 Composite Responses

72. Pursuant to the LCIA Rules 2020, where a Composite Request has been filed, the Respondent(s) may serve a composite Response, in a single document, in respect of all or any of the arbitrations (**Composite Response**).
73. All Composite Responses are to be filed with the LCIA by email to casework@lcia.org or filed on the Online System. For further information about the Online System see Section 4.3 above.
74. A Composite Response must comply with Article 2 and in particular, must identify separately the estimated monetary amount or value in dispute, the transaction(s) at issue and the defence, counterclaim or cross-claim advanced by the Respondent against any other party to each arbitration.
75. As with Composite Requests, filing a Composite Response does not automatically consolidate the arbitrations commenced. However, the Composite Response may contain an application for consolidation.

6. REPRESENTATION IN AN LCIA ARBITRATION

76. In arbitrations conducted pursuant to the LCIA Rules, there is no requirement that a party be represented by a qualified lawyer. Rather, a party may be represented by anyone who is lawfully authorised to represent that party. The LCIA Rules 2020 recognise this expressly by adopting the terminology of "authorised representatives".
77. In accordance with Article 18.2, the Registrar or the Arbitral Tribunal may ask any party to provide proof of the authority granted to its authorised representatives.
78. Prior to the appointment of the Arbitral Tribunal, parties should advise the LCIA as soon as possible of their authorised representatives, including the names of all of the individual representatives, and any barristers that have been instructed, and provide their contact details. The LCIA will not communicate with any representatives who are not on the record.
79. After the appointment of the Arbitral Tribunal, the Arbitral Tribunal should write to the parties to ask them to confirm the names and contact details of their authorised representatives and include these details in the first procedural order.
80. If a party uses an email address that is not in the LCIA's records for the arbitration, the LCIA may not use the email address unless a party has notified the Arbitral Tribunal of that email address.
81. Pursuant to Articles 18.3 and 18.4, a party must notify the Arbitral Tribunal of any intended change or addition to its named authorised representatives. The Arbitral Tribunal should then write to the parties to confirm whether there is any objection to the change in authorised representatives. The Arbitral Tribunal may withhold approval of that intended change or addition where the change or addition could compromise the composition of the Arbitral Tribunal or the finality of any award (on the grounds of possible conflict or similar).
82. In deciding whether or not to grant approval, the Arbitral Tribunal will have regard to the particular circumstances before it, including the general principle that a party may be represented by authorised representatives chosen by that party, the stage of the arbitration, the efficacy of maintaining the composition of the Arbitral Tribunal and any likely wasted costs or loss of time resulting from the proposed change or addition.
83. If a decision on the change of authorised representatives is made during a hearing, the Arbitral Tribunal should confirm this decision to the LCIA in writing immediately after the hearing, so that the LCIA's records remain accurate.
84. Article 18 requires the parties to ensure that its authorised representatives have agreed to comply with the General Guidelines for the Authorised Representatives of the Parties (**Guidelines**) contained in the Annex to the LCIA Rules. The Guidelines are intended to promote the good and equal conduct of the parties' authorised representatives and provide, for example, that a party's authorised representative should not engage in activities intended to obstruct unfairly the arbitration or to jeopardise the finality of any award.
85. These basic ethical principles safeguard procedural fairness and the integrity of the arbitral process in arbitrations under the LCIA Rules. Further, by subjecting all authorised representatives in LCIA arbitrations to the same Guidelines, the provisions create a level playing field among the parties.

86. If a party complains that another party's authorised representative has violated the Guidelines, the Arbitral Tribunal may, if it considers the complaint to be well-founded, issue a written reprimand, issue a written caution as to future conduct in the arbitration, or take any other measure necessary to fulfil the Arbitral Tribunal's duties to act fairly and impartially and to adopt procedures suitable to the arbitration, so as to avoid unnecessary delay and expense.
87. Arbitral Tribunals should carefully consider the facts of the particular case, and invite comments from the parties, and the authorised representatives, as appropriate, before ordering any of the sanctions detailed at Article 18.6.

88. The Arbitral Tribunal is also expressly empowered, by Article 28.4, to take the parties' conduct and their authorised representatives' conduct into account when awarding costs. As the conduct of parties' authorised representatives is encompassed in the conduct of the parties it is therefore open to the Arbitral Tribunal to make an adverse costs order against the party whose authorised representatives act in violation of the Guidelines.

7. APPOINTMENT OF ARBITRATORS

89. In all LCIA arbitrations, the LCIA Court formally appoints the arbitrators ensuring that the LCIA can, before confirming appointment, check with each arbitrator candidate that they are independent and impartial and have the requisite availability to proceed expeditiously with the arbitration. Choosing the LCIA enables parties to benefit from the LCIA's extensive internal database of neutral arbitrator candidates and the vast experience of the LCIA Court and of the LCIA Secretariat in selecting the most suitable arbitrators for the particular case.
90. For arbitrators, the LCIA provides a streamlined and efficient appointment process. The LCIA has a diverse and open pool of arbitrator candidates and offers a transparent process with respect to what an arbitrator candidate is required to provide before appointment and what is expected with respect to ongoing disclosures.
91. This Section outlines:
 - The expected timeframe for appointments (Section 7.1);
 - The usual number of arbitrators in LCIA arbitrations (Section 7.2);
 - The differences between LCIA Court selection and party nomination of arbitrator candidates (Sections 7.3 and 7.4);
 - The usual selection and appointment procedure (Section 7.5);
 - The requirements of independence and impartiality in LCIA arbitrations and how the LCIA deals with disclosures (Section 7.6);
 - How the LCIA assesses the availability of arbitrator candidates (Section 7.7); and
 - The process of setting the hourly rate of arbitrators (Section 7.8).

7.1 Timing of Appointments

92. Unless the parties have agreed expressly to the timing of the appointment of the Arbitral Tribunal, the LCIA Court will take steps to appoint the Arbitral Tribunal promptly after receipt of the Response or, if the LCIA does not receive the Response, promptly after 28 days from the Commencement Date (or lesser/greater period as the LCIA Court determines) (Article 5.6).
93. The time it takes to complete the appointment process varies from case to case, depending on numerous factors, including:
 - The number of arbitrators to be appointed – usually this is either a sole arbitrator or a three-member Arbitral Tribunal (see Section 7.2 below);
 - The time it takes for an arbitrator candidate to return their statement of independence, impartiality and availability, and consent to appointment (**Statement**), and availability information form (see Sections 7.6 and 7.7 below);
 - Any disclosure made by the arbitrator candidate(s) (see Section 7.6 below); and
 - Any mechanism agreed between the parties for the selection of the Arbitral Tribunal (such as a list procedure or nomination process) and the timeframes under such mechanism.
94. In some cases, the appointment of the Arbitral Tribunal can be expedited, or an Emergency Arbitrator may be appointed. For further information see Section 8 below.

7.2 Number of Arbitrators

95. Pursuant to the LCIA Rules, there is a presumption in favour of a sole arbitrator unless the parties have agreed in writing otherwise, or unless the LCIA Court decides that the circumstances of the case require three arbitrators. In the absence of agreement, the LCIA Court will consider the complexity of the case and any comments that the parties may have on the number of arbitrators.
96. If the Arbitration Agreement is silent as to the number of arbitrators, or if the parties consider after the dispute has arisen that they would like the LCIA to appoint a different number of arbitrators, the parties may inform the LCIA of their agreement regarding the number of arbitrators to be appointed.

7.3 LCIA Court Selection and Appointment of the Arbitral Tribunal

97. The default position under the LCIA Rules is that the LCIA Court will select and formally appoint the arbitrators. Accordingly, any references to "appointments" by parties, or third parties in the Arbitration Agreement or otherwise, will be treated by the LCIA as "nominations" in accordance with Article 7.1. Further information about party nominations of arbitrator candidates is set out in Section 7.4 below.
98. Having the LCIA Court formally appoint the Arbitral Tribunal ensures that the LCIA can, before confirming appointment, check with each arbitrator candidate that they are independent and impartial and have the requisite availability to proceed expeditiously with the arbitration. All arbitrator candidates, whether selected by the LCIA Court or nominated by the parties or by other arbitrator candidates, may only be appointed if they comply with Articles 5.3 to 5.5. Further information about these requirements is in Sections 7.6 and 7.7 below.

99. In considering arbitrator candidates, the LCIA Court will take account of the experience and expertise required for the particular case including, for example, legal and sector expertise and language capabilities; and will select the most suitable arbitrator(s) for the case having regard to, among other things, the sum in issue, nature of relief sought and the technical and legal complexity of the dispute. If the parties have agreed certain attributes or qualifications that they wish the arbitrator(s) to have, the LCIA will take account of such attributes or qualifications when appointing the Arbitral Tribunal (see further at paragraph 108 below).
100. Pursuant to Article 6.1, if the parties are of different nationalities, a sole arbitrator or the third and presiding arbitrator may not be of the same nationality as any party, unless the parties who are not of the same nationality as the arbitrator candidate all agree in writing.
101. The LCIA is keen to ensure the right balance of experience, qualifications, and seniority on a three-member Arbitral Tribunal; in particular, what qualities the third and presiding arbitrator should have to complement those of their co-arbitrators. If the LCIA Court is selecting a sole or presiding arbitrator, usually, the LCIA Court will appoint someone who has previous experience of being on the Arbitral Tribunal of an LCIA arbitration.
102. The LCIA strives to maintain diversity (in all its guises) among the arbitrator candidates selected. This includes, wherever possible and where appropriate in the particular case, widening the pool of arbitrators through the appointment of arbitrators who have not been on Arbitral Tribunals in LCIA arbitrations before. Diversity may also be achieved through party nomination of arbitrator candidates.

7.4 Party Nomination of Arbitrator Candidates

103. As set out above, while it is for the LCIA Court to appoint the Arbitral Tribunal, the parties may agree to nominate arbitrator candidates, or in other words select arbitrator candidates, for appointment. All arbitrator candidates, whether selected by the LCIA Court or nominated by the parties or by other arbitrator candidates, may only be appointed if they comply with Articles 5.3 to 5.5. Accordingly, the LCIA strives to honour party nomination of arbitrator candidates subject to the requirements of impartiality, independence and availability.
104. If a party wishes to nominate an arbitrator, they should agree this with the other parties, either by providing for nomination expressly in their Arbitration Agreement or by agreeing to party nominations after the dispute has arisen.
105. Where there are more than two parties to the arbitration (e.g., multiple Respondents and/or multiple Claimants), and the Arbitration Agreement permits "each party" to nominate an arbitrator, the LCIA will ask that the parties confirm in writing that the disputant parties represent two "sides" for the formation of the Arbitral Tribunal (e.g., the "claimant side" and the "respondent side" with each nominating a single arbitrator). In accordance with Article 8.1, if written confirmation is not received from all parties, the LCIA Court shall appoint the Arbitral Tribunal without regard to any party nomination.
106. If an arbitrator candidate nominated by a party declines the appointment or if the LCIA Court decides not to proceed with the appointment (for example, because of a disclosure, see further information in Section 7.6 below) the LCIA Court will decide whether to follow the original nomination process and, if it decides to do so, will set an appropriate timeframe for the re-nomination.

107. If the parties have not agreed to party nomination but wish to be involved in the selection of the Arbitral Tribunal, the LCIA is generally willing to provide to the parties (where all parties have agreed that the LCIA should do so) a list of suitable arbitrator candidates for them to discuss and from which they may, as appropriate, agree a nominee or separately rank the individuals in order of preference. In this case, the parties should advise the LCIA of the agreed procedure for selecting the relevant arbitrator candidate(s) as soon as practicable.
108. Aside from nominating arbitrator candidates, the parties may propose details of any attributes or qualifications they consider the arbitrator(s) should possess and provide such details to the LCIA for consideration. The LCIA Court will consider any proposed attributes or qualifications but cannot guarantee that it will select arbitrator candidates with all of the proposed attributes/qualifications, particularly if such attributes/qualifications reduce the pool of potential arbitrator candidates significantly and suitable arbitrator candidates cannot be found.

7.5 Selection and Appointment Procedure

109. The usual LCIA procedure for the appointment of the Arbitral Tribunal is as follows (save that steps d, e and g are omitted in the case of party nomination):
 - a) The LCIA Secretariat reviews the Request and accompanying contractual documents, and the Response (if any);
 - b) A summary of the case is prepared;
 - c) Key criteria for the qualifications of the arbitrator(s) are established;
 - d) The criteria are entered into the LCIA's database of arbitrators; an initial list is then drawn from the results and from the LCIA Secretariat's own extensive knowledge;
 - e) The LCIA Secretariat is not restricted to the database and, as appropriate, other sources are consulted for further recommendations;
 - f) The summary and the name and curriculum vitae (**CV**) of each of the potential arbitrators are forwarded to the President or a Vice President of the LCIA Court;
 - g) In cases where the LCIA Court is required to select the arbitrators, the President or a Vice President advises which arbitrator candidate(s) the LCIA Secretariat should contact (who need not be, but often will be, from among those put forward by the LCIA Secretariat) to ascertain their availability and willingness to accept appointment and the LCIA Court confirms the maximum hourly rate that is appropriate for the particular case (see further Section 7.8);
 - h) In the case of party nomination, the President or a Vice President of the LCIA Court will consider the suitability of the nominee(s) and will confirm the maximum hourly rate that is appropriate for the particular case;
 - i) In all cases, the LCIA Secretariat sends the arbitrator candidate(s) an outline of the dispute, including details of the parties, and asks each arbitrator candidate if they are willing and able to accept appointment and to provide details pertaining to their availability. As set out in Section 7.6 below, this includes sending the arbitrator candidate(s) the Statement and availability information form to complete. If the arbitrator candidate is not on the LCIA's internal database, they will also be sent an arbitrator database form to complete which requires the arbitrator candidate to set out their relevant experience;

- j) When the arbitrator candidate(s) has confirmed their availability, independence and impartiality, and agreed to an hourly rate at or below the maximum fee rate set by the LCIA Court for the arbitration (in the range of £250 to £650 per hour), the LCIA Secretariat prepares a document for the LCIA Court to sign by which the LCIA Court formally appoints the Arbitral Tribunal; and
 - k) The President or a Vice President of the LCIA Court formally appoints the Arbitral Tribunal and the LCIA Secretariat notifies the parties of the appointment. The parties will receive a formal document appointing the Arbitral Tribunal, CVs, and a copy (or copies for each arbitrator) of the Statement. Where there is to be a three-member Arbitral Tribunal, the usual practice is for the LCIA Court to appoint all three arbitrators to the Arbitral Tribunal at the same time unless the Arbitration Agreement provides that the co-arbitrators be appointed before selecting the presiding third arbitrator (or provides for a different procedure).
110. Where the parties have jointly requested that the LCIA provide a list of arbitrator candidates, from which they may agree to select the Arbitral Tribunal, the selection process described above is carried out in respect of all arbitrator candidates to be included on the list, so that any arbitrator candidate(s) selected by the parties have already confirmed their willingness and ability to accept appointment and have been pre-approved for appointment by the LCIA Court before the list is sent to the parties, unless the parties have agreed otherwise.

7.6 Independence and Impartiality

111. The LCIA Rules require that all arbitrators shall be and remain at all times impartial and independent of the parties.
112. Parties to arbitrations are entitled to expect a fair arbitration process and a well-reasoned and enforceable award. To that end, they are entitled to expect arbitrators to:
- Disclose possible conflicts of interest at the outset and continue to disclose possible conflicts of interest throughout the arbitration;
 - Avoid putting themselves in a position where conflicts will arise during the course of the proceedings;
 - Conduct the arbitration fairly, in a timely manner and with careful regard to due process;
 - Maintain the confidentiality of the arbitration; and
 - Reach their decision in an impartial manner.
113. At the very outset of the arbitration the LCIA Rules prompt arbitrator candidates to consider their obligations of impartiality and independence. In accordance with Article 5.4, each arbitrator candidate, before appointment, will be asked to sign the Statement which includes a declaration stating whether there are any circumstances currently known to the arbitrator candidate which are likely to give rise in the mind of any party to any justifiable doubts as to their impartiality or independence and, if so, specifying in full such circumstances in the declaration.
114. The Statement also requires the arbitrator candidate to agree to assume a continuing duty of disclosure and to confirm that they are ready, willing, and able to devote sufficient time, diligence, and industry to ensure the expeditious and efficient conduct of the arbitration.

115. When completing the Statement, the arbitrator candidate should cross out which statement does not apply, leaving the statement that is applicable without otherwise modifying the form and the wording. In addition, the Statement should be signed by the arbitrator candidate themselves and not signed by any other person authorised to sign on their behalf.
116. When completing the form, the arbitrator candidate should have particular regard to the existence and nature of any past or present relationships, direct or indirect, with any of the parties and/or their authorised representatives. In practice, arbitrator candidates may be guided by the non-exhaustive circumstances listed in the Red, Orange, and Green lists of the IBA Guidelines on Conflict of Interest in International Arbitration (**IBA Guidelines**) together with the IBA's general guidance therein to inform their decision whether, and if so, what to disclose.
117. Any doubt as to whether a relationship should be disclosed must be resolved in favour of disclosure to the LCIA, the parties and any other members of the Arbitral Tribunal.
118. As set out above, disclosure of any circumstance which might give rise to conflicts, is an ongoing and continuing obligation on all arbitrators.
119. When an arbitrator candidate makes a disclosure, the LCIA will inform the LCIA Court which will decide whether to proceed with the appointment without sending the disclosure before appointment, send the disclosure to the parties inviting their comments or asking if they have objections/to confirm they have no objections, or not to proceed with the appointment.
120. On receipt of a disclosure, parties may provide their comments and/or objections to the LCIA and these will be submitted to the LCIA Court which will decide how to proceed.
121. The LCIA Court generally considers, but is not bound by, the IBA Guidelines when dealing with disclosures made by arbitrator candidates and disclosures made by arbitrators during the arbitration. The LCIA Court may also consider additional factors informed by the practice of the LCIA.
122. In practice, arbitrator candidates may ask the LCIA whether the LCIA will accept advance waivers as to potential conflicts of interest in circumstances where, for example, the arbitrator candidate also conducts counsel work or is employed by a law firm. If the LCIA receives an advance waiver, the LCIA Court will review it and if it is overly broad it will not be accepted. The LCIA may ask the arbitrator candidate to amend the wording of the proposed advance waiver and/or the LCIA may present the proposed waiver to the parties and seek their comments. In any event, arbitrators have an ongoing duty to disclose, and any advance waiver provided is ineffective if circumstances change.
123. In some instances, a party may have grounds to challenge an arbitrator for lack of impartiality and independence in accordance with Article 10. For further information on challenges, see Section 9 below.

7.7 Arbitrator Candidate Availability

124. Parties are also entitled to expect that all arbitrators are not only impartial and independent of the parties, but that each arbitrator has also checked, before appointment, that any existing or anticipated diary commitments will permit the arbitrator to fulfil their mandate without delay.

125. In addition to completing the Statement, all arbitrator candidates, whether nominated by the parties or selected by the LCIA Court, are therefore asked to complete an availability information form which is to be completed in advance of appointment. Arbitrator candidates shall specify any periods of unavailability and the volume of work they have including the number of ongoing cases, commitments in a judicial capacity, and any outstanding awards.
126. The availability form is for the LCIA's information only and is not shared with the parties. However, if the arbitrator candidate has revealed they have extended periods of unavailability the LCIA Court may disclose this to the parties.
127. An arbitrator's confirmation as to availability imports a commitment not only to devote sufficient time to the proceedings, over an appropriate timeframe, but also to draft any award promptly after the last submission from the parties (oral or written) on the issues to be addressed by that award. Pursuant to Article 15.10, the Arbitral Tribunal shall make their final award as soon as reasonably possible and shall endeavour to do so no later than three months following the last submission from the parties.
128. As with disclosures as to independence and impartiality, arbitrators should keep the parties and the LCIA informed of any commitments that arise after appointment, which might alter their earlier confirmation as to availability.

7.8 Arbitrator Fees and Expenses

129. The LCIA Rules contain the Schedule of Costs. The 2023 Schedule of Costs provides that the hourly rate for arbitrators in LCIA arbitrations that have commenced on or after 1 December 2023 is in the range of £250 to £650 per hour. As set out in the Schedule of Costs, it is only in exceptional cases that the rate may be higher.
130. The 2023 Schedule of Costs, and accordingly the maximum hourly rate set out therein, applies to LCIA arbitrations provided that the arbitration is commenced on or after 1 December 2023. The relevant Schedule of Costs applicable to an arbitration at the time of commencement will apply throughout the arbitration.
131. The LCIA Court will set a maximum hourly rate for the case within the range permitted by the Schedule of Costs, based on the complexity of the dispute and not simply the amount in dispute. When setting the maximum hourly rate for the case the LCIA Court will consider the particular circumstances of the case, including its complexity, and any requirements as to special qualifications of the arbitrators. The LCIA Court may (and often does) recommend that the maximum hourly rate be capped at an amount lower than the maximum permitted by the Schedule of Costs in a particular case.
132. For example, the mere mention of sanctions, or a single sanctions regime, would not justify a rate towards the higher end of the range of hourly rates, whereas a case involving complicated sanctions issues which go to the substance of the dispute to be decided in the arbitration or where multiple regimes are alleged to impact the merits/substance of the claims, would indicate a case where the rate should be in the higher end of the range. Other indications of a case justifying a higher rate are cases involving significant allegations of fraud, complicated shareholders' disputes, satellite litigation and state parties.
133. Examples of cases where a lower maximum rate might be set are cases involving straightforward debt claims (such as unpaid invoices), where the only issue to be decided in the arbitration is a simple contractual interpretation or where the dispute consists merely of the assessment of the payment obligation under a guarantee.

134. Parties approaching arbitrator candidates should note that any prior agreement on rates reached with an arbitrator candidate in advance will not be determinative and that the LCIA Court may set a different rate in that case.
135. Once a maximum rate is set for a case, and prior to appointment, the LCIA will ask the arbitrator candidate to confirm the hourly rate that they are proposing to charge subject to the maximum rate decided by the LCIA Court. In all cases, it is the LCIA Court which will set the hourly rate and the arbitrator candidate shall agree to this rate in writing prior to appointment. The parties will be informed of the hourly rate of the arbitrator(s) when they are notified of the appointment of the Arbitral Tribunal.
136. The Arbitral Tribunal's charges may be subject to VAT or similar taxes.
137. Part of the fees and expenses of the Arbitral Tribunal may include arbitrator charges for cancelled or postponed hearings. The parties will be notified in advance if the Arbitral Tribunal wishes to adopt a formula (approved by the LCIA Court) to calculate such charges. Further details about these costs and other costs of an LCIA arbitration are set out in Sections 13 and 15 below.

8. EMERGENCY PROCEDURES

138. This Section provides an overview of the provisions in the LCIA Rules concerning emergency procedures namely:
 - Article 9A – expedited formation of the Arbitral Tribunal (Section 8.1);
 - Article 9B – appointment of an Emergency Arbitrator (Section 8.2); and
 - Article 9C – expedited appointment of a replacement arbitrator (Section 8.3),(together, the **Emergency Procedures**).
139. The Emergency Procedures will not be utilised in all LCIA arbitrations. Rather, the Emergency Procedures are designed for urgent cases where a party requires the immediate appointment of the Arbitral Tribunal (or a replacement arbitrator) and/or the appointment of an Emergency Arbitrator.
140. Parties may make an application under Article 9B of the LCIA Rules if the relevant Arbitration Agreement was entered into on or *after* 1 October 2014. Article 9B may also be available if the LCIA Rules 2014 or LCIA Rules 2020 apply, the Arbitration Agreement was entered into *before* 1 October 2014 and the parties agree in writing to “opt in” to Article 9B. Parties may also agree in writing to “opt out” of Article 9B at any time.
141. By contrast, subject to the parties agreeing otherwise, Article 9A and Article 9C applications may be made in all LCIA arbitrations that proceed pursuant to the LCIA Rules 2014 or the LCIA Rules 2020 i.e., there is no need to “opt in”.
142. A party may make an Article 9A application for the expedited formation of the Arbitral Tribunal and, in the interim, an Article 9B application for the appointment of an Emergency Arbitrator.
143. A significant difference between Article 9A and Article 9B, is that the expedited formation of the Arbitral Tribunal provides an accelerated appointment of a permanent Arbitral Tribunal, whereas if an Emergency Arbitrator is appointed their role is confined to addressing a request for emergency interim relief pending formation of the (permanent) Arbitral Tribunal that will determine the merits of the dispute.

144. In addition, Article 9B applications contain a request for specific emergency relief whereas this is not necessarily the case with Article 9A applications and, as noted in Section 8.2 below, an application for the appointment of an Emergency Arbitrator requires payment of the Special Fee whereas there is no fee for Article 9A applications.

8.1 Article 9A - Expedited Formation of the Arbitral Tribunal

145. As explained in Section 7.1 above, the LCIA Court takes steps in all cases to appoint an Arbitral Tribunal promptly after delivery of a Response or expiry of the deadline for delivery of a Response. However, in cases of exceptional urgency, the Claimant or Respondent may apply to the LCIA Court for the constitution of the Arbitral Tribunal on an expedited basis.
146. If a party is intending to file an application for expedited formation of the Arbitral Tribunal, it is strongly recommended that the party provides the LCIA Secretariat with as much advance notice of the intended filing as possible by telephoning the LCIA Secretariat on 020 7936 6200 or by emailing casework@lcia.org, as this will enable the LCIA to ensure that it is addressed without delay.
147. The application for expedited formation of the Arbitral Tribunal may be filed with or as part of the Request (by the Claimant) or, after the Request has been filed, at any time before the appointment of the Arbitral Tribunal (by the Claimant or the Respondent). Parties may file the application using the Online System or may send the application by email to casework@lcia.org. Parties are required to deliver or notify the application to all other parties to the arbitration.
148. There is no additional fee for filing an application for the expedited formation of the Arbitral Tribunal. The LCIA's administrative charges will be calculated in the usual way pursuant to paragraph 1 of the Schedule of Costs. Section 15 contains further information about the Arbitration Costs.
149. A party making an application for expedited formation under Article 9A must set out the specific grounds of exceptional urgency that require the expedited formation of the Arbitral Tribunal. If no grounds are provided the application will be dismissed.
150. What would or would not constitute exceptional urgency is determined on a case-by-case basis. Parties making the Article 9A application will need to demonstrate a case of exceptional urgency that requires an Arbitral Tribunal to be appointed before the usual time limit as provided in Article 5.6 of the LCIA Rules 2020.
151. The application should include the email address, postal address, telephone number and contact names for all parties to the arbitration, and their authorised representatives if not already included in the Request/Response.
152. Once the LCIA has received the application for expedited formation of the Arbitral Tribunal, the LCIA Secretariat will consult the President or a Vice President of the LCIA Court. Usually, the LCIA Court will then invite the other parties to the arbitration to respond to the application within a short timeframe before making its decision. The LCIA Court is not, however, obliged to seek or wait for comments and may proceed with an expedited appointment notwithstanding the absence of comments by a responding party.
153. If the LCIA Court grants the application for expedited formation of the Arbitral Tribunal, it will appoint the Arbitral Tribunal as expeditiously as possible. The LCIA Court may also abridge the time for service of any Response. For the purposes of expediting the formation of the Arbitral Tribunal, if the parties' Arbitration Agreement provides for party nominations, the LCIA Court may abridge the timeframe for nominations or set a deadline for nominations, pursuant to Article 22.5.

154. As the purpose of Article 9A is to expedite the appointment process, many of the steps set out in Section 7.5 above for appointments still apply but will be completed in a much shorter timeframe.

155. The LCIA Court is not required to give reasons for its decision on expedited formation.

156. Once appointed, the Arbitral Tribunal, in consultation with the parties, will address the procedure to be adopted in the arbitration and may consider any applications that a party makes for a particular order or an award. Although there is no obligation on the Arbitral Tribunal to follow an expedited procedure in a case where it has been appointed on an expedited basis, it may decide to do so.

8.2 Article 9B – Appointment of an Emergency Arbitrator

157. Article 9B permits a party to make an application for the appointment of an Emergency Arbitrator. An Emergency Arbitrator is a temporary sole arbitrator, whose role is confined to addressing a request for emergency interim relief pending formation of the Arbitral Tribunal that will determine the merits of the dispute.
158. In many jurisdictions, domestic courts have procedures for granting interim or conservatory measures in support of an arbitration before an Arbitral Tribunal is appointed. In some jurisdictions, however, such procedures are not readily available. Moreover, where parties have agreed to resolve their dispute by arbitration, they may prefer to make such an application within the arbitration pursuant to Article 9B.
159. Notwithstanding an Article 9B application, parties may apply to a competent state court for any interim or conservatory measures before the formation of the Arbitral Tribunal and Article 9B should not be treated as an alternative to or substitute for the exercise of such right.
160. It is strongly recommended that parties provide the LCIA Secretariat with as much advance notice of the intended filing of the application for an Emergency Arbitrator as possible by telephoning the LCIA Secretariat on 020 7936 6200 or by emailing casework@lcia.org, as this will enable the LCIA to ensure that it is addressed without delay.
161. An application for the appointment of an Emergency Arbitrator may be made at the time of filing the Request (by the Claimant) or, once the Request has been filed, at any time before the formation of the Arbitral Tribunal (whether expedited, or in the normal timeframe) by the Claimant or the Respondent.
162. A party wishing to apply for the appointment of an Emergency Arbitrator may use the Online System and complete the relevant online form available at onlinefiling.lcia.org or alternatively email the application to casework@lcia.org and ensure it is delivered or notified to all other parties to the arbitration.
163. In accordance with Article 9.5, a party must include in its application: (a) the specific grounds for requiring, as an emergency, the appointment of an Emergency Arbitrator; (b) the specific claim, with reasons, for emergency relief; and (c) all relevant documentation, including the Request (if made by the Claimant) or the Response (if made by the Respondent).

164. The party making the application must also provide written confirmation that it is paying the Special Fee (presently £35,000, plus VAT if applicable), which may be paid by credit or debit card or PayPal if using the Online System (see Section 4.3 above), or by bank transfer. If a party wishes to pay by bank transfer, they should contact the LCIA accounts team (accounts@lcia.org) to request the LCIA's bank account details. All payments to the LCIA must be made in accordance with paragraphs 36 and 37 above. Without receipt of the Special Fee, the application will be dismissed by the LCIA Court (Article 9.5).
165. As set out in the 2023 Schedule of Costs, the Special Fee comprises an application fee of £10,000 which covers the administrative charges and expenses of the LCIA with respect to the appointment of the Emergency Arbitrator, with additional charges (if any) of the LCIA Court and £25,000 to cover the Emergency Arbitrator's fees. If the application for the appointment of an Emergency Arbitrator is made within the Request, the Registration Fee will also be payable.
166. The application for the appointment of an Emergency Arbitrator will be sent to the LCIA Court. As with expedited formation, the LCIA Court may give the other parties an opportunity to comment before deciding the application but is not required to do so. The LCIA Court will determine the application as soon as possible, usually by close of business the next day following receipt of any comments from the other parties. The LCIA Court is not required to give reasons for its decision.
167. If the LCIA Court grants the application, the LCIA Court will select and appoint the Emergency Arbitrator within three days of the LCIA's receipt of the application (or as soon as possible thereafter). The process for appointing the Emergency Arbitrator includes many of the same steps as set out in Section 7.5 above, albeit in a much shorter timeframe. Given the nature of the application, the LCIA will be particularly mindful of the arbitrator candidate's experience and of their availability to deal expeditiously with the particular claim for emergency relief.
168. If the LCIA Court does not grant the application, the amount to cover the Emergency Arbitrator's fee shall be treated as an Advance Payment for Costs lodged by that party in accordance with Article 24.
169. Once appointed, the Emergency Arbitrator is obliged to make a decision on the claim for emergency relief as soon as possible and by no later than 14 days from appointment (unless this deadline is extended by agreement of the parties or, in exceptional circumstances, by the LCIA Court). If the deadline is extended, the Emergency Arbitrator may claim additional fees as required.
170. There is no prescribed procedure for the emergency proceedings. Rather, the Emergency Arbitrator will conduct the proceedings in the manner they consider appropriate, having taken account of the nature of the emergency proceedings, the need to afford each party (if possible) an opportunity to be consulted on the claim for relief, the claim and reasons for emergency relief, and any submissions by the parties.
171. In setting the procedure, and in making a decision, the Emergency Arbitrator will have regard to all other standards and laws that apply in the context of the particular arbitration.
172. The Emergency Arbitrator is not required to hold any hearings and may decide the claim for emergency relief on a document only basis.
173. The Emergency Arbitrator has the power to make any award or order that the Arbitral Tribunal can make under the parties' Arbitration Agreement and the LCIA Rules. Such order or award will be made in writing and contain reasons for the Emergency Arbitrator's decision. The Emergency Arbitrator may decide to adjourn any claim for emergency relief to the Arbitral Tribunal yet to be formed.

174. A party may inform the Emergency Arbitrator that a decision should be made by order or an award, in circumstances where, for example, there are enforcement concerns. In addition, Emergency Arbitrators are encouraged to ask the parties in advance whether they have a preference regarding the form in which the Emergency Arbitrator's decision will take.
175. The LCIA will review the draft order or draft award, but this is limited to identifying typographical errors and reviewing procedural aspects.
176. Any order or award made may subsequently be varied, discharged, or revoked by the Arbitral Tribunal, once appointed.
177. The Emergency Arbitrator may determine the amount of the Legal Costs relating to the emergency proceedings and the proportions in which the parties shall bear the Legal Costs and the Arbitration Costs of the emergency proceedings. Alternatively, the Emergency Arbitrator may leave such determination of all or part of the costs of the emergency proceedings to be decided by the Arbitral Tribunal. In either case, the LCIA Court determines the amount of Arbitration Costs.
178. The Emergency Arbitrator must comply with the same requirements as to independence and impartiality, as set out in Section 7.6 above. Emergency Arbitrators may also be challenged, in accordance with Section 9 below.

8.3 Article 9C – Expedited Appointment of a Replacement Arbitrator

179. In cases of exceptional urgency and at any time during the proceedings, a party may apply for the expedited appointment of a replacement arbitrator, where an arbitrator is either removed, or has resigned.
180. An application for the expedited appointment of a replacement arbitrator should be made to the Registrar in writing to casework@lcia.org, or online at onlinefiling.lcia.org, and delivered or notified to all other parties to the arbitration.
181. A party must include in its application the specific grounds for exceptional urgency requiring the expedited appointment of the replacement arbitrator. If no grounds are provided the application will be dismissed.
182. As with an application for expedited formation, it is recommended that the applicant provide advance notice of the intended application to the LCIA Secretariat.
183. The steps that follow an application for expedited replacement of an arbitrator are the same as for an application for expedited formation of the Arbitral Tribunal, discussed above in Section 8.1.
184. In successful applications and where the Arbitration Agreement provides for party nominations, the LCIA Court has the discretion to decide whether or not to follow the original nomination process (Article 11.1), and to abridge the time periods for any nominations.

9. CHALLENGES AND REVOCATION OF APPOINTMENTS

185. As set out in Section 7.6 above, arbitrators shall be, and remain at all times, impartial and independent of the parties. Arbitrators also have a continuing duty to disclose to the LCIA, parties and any other members of the Arbitral Tribunal any circumstances, which are likely to give rise in the mind of any party to any justifiable doubts as to their impartiality or independence.

186. While, as set out in Section 7.6 above, the LCIA prompts arbitrator candidates to consider their obligations of independence and impartiality by completing the Statement at the outset of the arbitration, Article 10 provides a mechanism by which a party may challenge an arbitrator that it considers is not acting fairly or impartially during the arbitration. For instance, one of the grounds for challenge set out in Article 10.1 is that circumstances exist that give rise to justifiable doubts as to that arbitrator's impartiality or independence (Article 10.1(iii)).
187. Any challenge by a party must be made within 14 days of the formation of the Arbitral Tribunal or (if later) within 14 days of becoming aware of any circumstances that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
188. There is no application fee to challenge arbitrators in arbitrations administered pursuant to the LCIA Rules, however the costs of the challenge will be funded by the Advance Payments for Costs, and form part of the Arbitration Costs. The Arbitration Costs of the challenge will include the administrative charges of the LCIA, the fees of the LCIA Court deciding the challenge and any fees of the challenged arbitrator. In its decision on the challenge, the LCIA Court may also determine whether, in what amount and to whom any party should pay all or any part of the costs of the challenge. The LCIA Court may also refer all or any part of such costs to the later decision of the Arbitral Tribunal and/or the LCIA Court in accordance with Article 28.
189. The party making the challenge is required to submit a written statement of reasons for the challenge to the LCIA Court, the Arbitral Tribunal and all other parties.
190. Unless all the parties agree to the challenge or unless the challenged arbitrator resigns within 14 days of the written statement, the LCIA Court shall decide the challenge.
191. The LCIA Court will determine whether an individual (the President, Vice President, an Honorary Vice President, or a former Vice President) or a division of the LCIA Court (which will be chaired by either the President, Vice President, an Honorary Vice President, or a former Vice President of the LCIA Court) shall decide the challenge.
192. The individual/Division of the LCIA Court will be required to complete a Statement.
193. The challenged arbitrator and the other parties will be provided with the opportunity to comment on the challenge.
194. Where a challenge is pending, the arbitration is not automatically stayed. It will be for the Arbitral Tribunal to decide whether or not to stay the arbitration taking into consideration the relevant applicable law(s).
195. If the LCIA Court upholds the challenge, then it shall revoke the arbitrator's appointment. Pursuant to Article 10, the LCIA Court may also revoke any arbitrator's appointment upon its own initiative in accordance with the grounds set out in Articles 10.1 and 10.2.
196. If an arbitrator is to be replaced, Article 11 will apply regarding any further party nominations and the replacement of the arbitrator that was removed. The LCIA Court has discretion to decide whether to follow any original party nomination process.
197. The LCIA Court's decision will be reasoned and sent to the parties and the Arbitral Tribunal. From time to time, the LCIA publishes anonymised excerpts of challenge decisions. For further information see <https://www.lcia.org/challenge-decision-database.aspx>.

10. TRIBUNAL SECRETARIES

198. As international arbitration grows in scope and complexity, the use of Tribunal Secretaries has become a common way in which arbitrators manage their workloads and ensure that arbitrations are conducted in the most efficient and effective manner possible.
199. If the Arbitral Tribunal wishes to seek the assistance of a Tribunal Secretary in the arbitration, they are encouraged to address the appointment of a Tribunal Secretary with the parties as early on in the proceedings as possible.
200. While the use of Tribunal Secretaries is subject to any applicable law(s) in the arbitration, Article 14A of the LCIA Rules 2020 codifies previous guidance that the LCIA has provided to users regarding the appointment and role of a Tribunal Secretary in LCIA arbitrations. The principles set out in Article 14A of the LCIA Rules 2020 are therefore also applicable to arbitrations proceeding pursuant to the LCIA Rules 2014.
201. Pursuant to Article 14A, the Arbitral Tribunal may not delegate its decision-making function to a Tribunal Secretary. The Arbitral Tribunal is responsible for ensuring that all tasks carried out by the Tribunal Secretary are performed to the standard required under the LCIA Rules and tasks performed by the Tribunal Secretary must be carried out under the supervision of the Arbitral Tribunal.
202. While the LCIA does not endorse any particular tasks as necessarily appropriate for a Tribunal Secretary, the Arbitral Tribunal may wish to propose any or all of the following:
 - That the Tribunal Secretary carries out administrative tasks, such as communicating on behalf of the Arbitral Tribunal, organising documents, proofreading, organising procedural matters, and dealing with matters relating to invoices;
 - That the Tribunal Secretary attends hearings, meetings, and deliberations; and
 - The extent, if any, to which the Tribunal Secretary carries out substantive tasks, such as summarising submissions, reviewing authorities, and preparing first drafts of awards, or sections of awards, and procedural orders,

Provided that paragraph 201 is fully complied with and that such tasks are carried out in accordance with the Arbitral Tribunal's specific instructions and the applicable law(s).
203. Article 14.10 sets out the process by which a Tribunal Secretary may be approved by all the parties. The Arbitral Tribunal should seek approval from the parties as soon as possible. This includes approval of:
 - The specific tasks to be carried out by the Tribunal Secretary;
 - The hourly rate of the Tribunal Secretary (if any) and whether the Tribunal Secretary is entitled to have expenses reimbursed; noting that an hourly rate in the range of £100 to £250 would generally be considered reasonable for a Tribunal Secretary; and
 - The particular person who will act as Tribunal Secretary.
204. The Arbitral Tribunal should also send to the parties a copy of the CV of the proposed Tribunal Secretary for the parties' consideration.

205. If the LCIA considers that the Arbitral Tribunal's proposal of the hourly rate of the Tribunal Secretary is too high as it does not match the complexity of the case (as already assessed by the LCIA Court when setting the maximum hourly rate for the Arbitral Tribunal), the LCIA may recommend that the Arbitral Tribunal set a lower hourly rate for the Tribunal Secretary.
206. Arbitral Tribunals should make it clear in their communications with parties that parties may object to the appointment of the Tribunal Secretary and/or the proposed tasks and/or hourly rate (if applicable). If a party objects to the proposed rate or tasks, the Arbitral Tribunal may consult the parties to decide whether to adjust the rate or to modify the tasks or whether the objections prevent the candidate from being appointed. As the appointment of the Tribunal Secretary may only be made by consent of all of the parties, an objection to the particular candidate will preclude that candidate from being appointed.
207. Parties should raise any objections or concerns regarding the appointment of the Tribunal Secretary as soon as possible.
208. The Arbitral Tribunal may set a reasonable time for the parties to provide their consent to the appointment of the Tribunal Secretary, and a party will be deemed to have approved the Tribunal Secretary if they do not object within that time.
209. Once the parties have agreed to the matters set out in paragraph 203, the LCIA Secretariat will send a Statement and availability form to the candidate Tribunal Secretary for them to complete. A copy of the completed Statement will be provided to the parties. If any disclosures are made by the candidate, the LCIA Secretariat will consult the LCIA Court, which may decide that the disclosure is put to the parties before the appointment is made.
210. The appointment of a Tribunal Secretary and the matters agreed to by the parties should be recorded, preferably in a procedural order.
211. The Tribunal Secretary may not charge time to the case until the appointment is confirmed by the Arbitral Tribunal. Any time charged before the appointment is formalised will be disallowed by the LCIA Court.
212. Throughout the arbitration, the Arbitral Tribunal must ensure that the Tribunal Secretary:
 - Only carries out tasks that have been agreed by the parties;
 - Does not provide assistance until formally appointed by the Arbitral Tribunal;
 - Does not carry out any tasks that the parties have contracted with the LCIA to provide under the LCIA Rules; and
 - Does not engage in any unilateral contact with any party or with any party's representative in relation to the arbitration or the parties' dispute.
213. As with other Arbitration Costs, the Tribunal Secretary's hourly rate and expenses are applied against the Advance Payments for Costs collected from the parties by the LCIA. Like the Arbitral Tribunal, Tribunal Secretaries may also charge a cancellation fee with respect to cancelled or postponed hearings. For more information about cancellation fees see Section 13 and for further information regarding the Arbitration Costs see Section 15 below.

214. Like arbitrators, Tribunal Secretaries have a continuing duty to disclose in writing any circumstances that become known to the Tribunal Secretary after the date of the Statement which are likely to give rise in the mind of any party to any justifiable doubts as to their impartiality or independence. The Arbitral Tribunal must ensure that the Tribunal Secretary is aware of these obligations.
215. Tribunal Secretaries can be challenged by the parties and removed by the Arbitral Tribunal. Section 9 regarding challenges and revocation of appointment is generally applicable to Tribunal Secretaries.
216. A Tribunal Secretary may be replaced. If the Arbitral Tribunal wishes to replace the Tribunal Secretary with another individual and the role of the Tribunal Secretary will otherwise remain the same, the Arbitral Tribunal need only inform the LCIA and the parties, again giving the parties an opportunity to object to the person proposed. If the parties agree to the proposed replacement Tribunal Secretary, the LCIA will ask them to sign a Statement (which will be provided to the parties) and to complete the availability information form. If the replacement Tribunal Secretary charges fees in respect of their work, fees should not generally be charged for work already performed by a previous Tribunal Secretary.
217. If the Arbitral Tribunal wishes to vary the role of the Tribunal Secretary by delegating additional tasks or changing the hourly rate, the Arbitral Tribunal must obtain agreement from the parties.
218. As set out below, Article 30 of the LCIA Rules 2020 applies to the Arbitral Tribunal and any Tribunal Secretary. Moreover, any deliberations of the Arbitral Tribunal (which include any deliberations privy to the Tribunal Secretary) shall remain confidential, save as required by any applicable law.

11. CONDUCT OF THE ARBITRATION

219. This Section provides an overview of:
 - How parties and the Arbitral Tribunal should communicate with each other and the LCIA (Section 11.1);
 - Setting the procedural timetable in the arbitration (Section 11.2);
 - Powers to expedite the arbitration (Section 11.3);
 - The power of the Arbitral Tribunal to order Early Determination (Section 11.4);
 - Applications for consolidation of arbitrations (Section 11.5);
 - Applications for concurrent arbitrations (Section 11.6); and
 - Applications for joinder of third persons to the arbitration (Section 11.7).

11.1 Communications

220. When communicating with the parties, the LCIA Secretariat will copy all parties to the arbitration and will request that the parties likewise copy all other parties, including any non-participating parties, in communications with the LCIA. Unless the LCIA is advised otherwise, the LCIA will write to the parties' authorised representatives (where notified) without copying the parties themselves.

221. Unilateral contact with the LCIA is only permitted if the matter in discussion is purely administrative.
222. The LCIA Rules 2020 confirm expressly the primacy of electronic communications with the LCIA and in the arbitration. As set out in the LCIA Rules 2020, Requests, including Composite Requests, and all Responses shall be filed electronically. Prior written approval to submit these documents by an alternative method is required from the Registrar. In practice, such approval may be sought in the Request.
223. If not already provided in the Request, Response, or other correspondence, the LCIA will ask the parties to provide email addresses that have been designated or agreed for use in relation to the Arbitration Agreement. If no such email addresses have been designated or agreed, the parties may deliver correspondence in the arbitration to email addresses which have been regularly used in the parties' previous dealings.
224. The parties may agree, or the nominated arbitrator candidates may decide, that arbitrator candidates may consult any party to obtain the views of that party on the suitability of any individual as presiding arbitrator, provided that the arbitrator candidate informs the LCIA Secretariat of such consultation. Where one arbitrator candidate informs the LCIA that it wishes to consult its nominating party in respect of the selection of the third and presiding arbitrator, the LCIA ensures that the other arbitrator candidate is aware of this intention and the other candidate may decide whether they wish to also consult their nominating party.
225. Once the Arbitral Tribunal has been constituted formally, it may communicate directly with the parties, in accordance with Article 13.1, without the need for any formal direction to that effect.
226. All communications between the Arbitral Tribunal (including any Emergency Arbitrator) and the parties must be copied to the LCIA Secretariat. Moreover, for the purposes of the LCIA's effective monitoring of the progress in the arbitration as well as the proper funding of the arbitration, the Arbitral Tribunal should keep the LCIA Secretariat fully informed during the arbitration and ensure that the LCIA is copied on all correspondence to and from the parties.
227. The LCIA Secretariat does not attend meetings or hearings held by the Arbitral Tribunal with the parties and will therefore write to the Arbitral Tribunal for an update regarding any procedural matters if the LCIA is not updated by the Arbitral Tribunal after a meeting or hearing has taken place.
228. No arbitrator is permitted, during the arbitration, to engage in any unilateral contact with any party or with any party's authorised representative relating to the arbitration or the parties' dispute. This is important from the perspective of independence and impartiality, as explored in Section 7.6, and is underlined by Article 13.4 and by the Annex to the LCIA Rules. The Annex provides that authorised representatives should not initiate unilateral contact with a member of the Arbitral Tribunal without disclosing the contact to the parties, the other members of the Arbitral Tribunal and the LCIA. A similar provision is included in the LCIA Rules 2014 and the Annex.

11.2 The Procedural Timetable

229. Once the Arbitral Tribunal is appointed, the LCIA will write to the parties. The LCIA will also separately write to the Arbitral Tribunal to provide them with any relevant background held by the LCIA about the arbitration and to invite the Arbitral Tribunal to contact the parties as soon as practicable to discuss the future conduct of the arbitration, including the procedural timetable.

230. Pursuant to Article 14.3, the Arbitral Tribunal and the parties are encouraged to make contact within 21 days of appointment. The LCIA would usually expect the Arbitral Tribunal to hold an early procedural conference with the parties, with a view to agreeing a timetable for the proceedings or, if it cannot be agreed, to setting such a timetable.
231. The parties may agree on joint proposals for the conduct of their arbitration for consideration by the Arbitral Tribunal. Such agreed proposals should be made in writing or recorded in writing by the Arbitral Tribunal at the parties' request and with their authority.
232. Any timetable agreed or set should be realistic and reasonable both to the parties and to the Arbitral Tribunal considering the circumstances of the particular case and mindful of the obligation on the Arbitral Tribunal to avoid unnecessary expense and delay and to provide a fair, efficient and expeditious means for the final resolution of the parties' dispute.
233. Article 15 provides a default timetable for written submissions, which can be adopted by the parties, and which will apply if the parties have not made any proposals and the Arbitral Tribunal has not made any alternative orders.
234. The Arbitral Tribunal should review the procedural timetable with the parties at regular intervals throughout the arbitration to ensure that it remains suitable for the particular case and to update it as appropriate.
235. When the Arbitral Tribunal sets a deadline for the last submission from the parties, it should plan the dates on which the Arbitral Tribunal will deliberate and the anticipated timetable for rendering its award. The Arbitral Tribunal should keep the parties informed about the timetable for the award. The timetable for the award may be revised and re-notified to the parties as necessary.

11.3 Powers to Expedite the Arbitration

236. Arbitral Tribunals have broad powers to conduct the proceedings in a manner that they consider appropriate to the arbitration, provided that they comply with their general duties including those set out in Article 14.1. For instance, this includes adopting procedures that avoid unnecessary delay and expense so as to provide a fair, efficient and expeditious means for resolving the dispute.
237. While the LCIA encourages efficiency, the LCIA does not offer a bespoke expedited arbitration procedure. Rather, the LCIA Rules permit the parties and Arbitral Tribunal to tailor the arbitration procedure to the particular needs of a case, with efficiency in mind.
238. Article 14.6 sets out a non-exhaustive list of the Arbitral Tribunal's powers to make procedural orders with a view to expediting the arbitration procedure. Not all of the powers listed in Article 14.6 will be appropriate in every arbitration. Arbitral Tribunals may exercise all, some, or none of the powers as appropriate in a particular arbitration.
239. Although the LCIA Rules 2014 do not contain an identical provision to Article 14.6, these are not novel powers. Subject to the applicable law(s), Arbitral Tribunals in arbitrations pursuant to the LCIA Rules 2014 may decide to exercise such powers as they consider appropriate to expedite the arbitration in accordance with their general duties pursuant to Article 14.

11.4 Early Determination

240. One of the powers listed in Article 14.6 of the LCIA Rules 2020, aimed at expediting the arbitration, is Early Determination. Article 22.1(viii) provides that Early Determination includes the power of the Arbitral Tribunal to determine that *any* claim, defence, counterclaim, cross-claim, defence to counterclaim or defence to cross-claim is manifestly outside the jurisdiction of the Arbitral Tribunal or is inadmissible or manifestly without merit. Applications for Early Determination may therefore relate to part or all of the claims/defences/cross-claims/defences to counterclaims/defences to cross-claims, as relevant in the particular case and therefore a party does not necessarily need to demonstrate that all of the claims or defences should be dealt with by Early Determination.
241. While the LCIA Rules 2020 set out the relevant grounds for Early Determination, the applicable law(s) in the arbitration will govern how these grounds are to be applied in the particular arbitration.
242. Both Claimants and Respondents may make applications for Early Determination. As set out in Article 22.1 of the LCIA Rules 2020, the Arbitral Tribunal shall also have the power to order Early Determination upon its own initiative. In both instances, the Arbitral Tribunal shall give the parties a reasonable opportunity to state their views upon such terms as the Arbitral Tribunal may decide.
243. The LCIA Rules 2020 do not stipulate when in the arbitration an application for Early Determination may be made by parties. However, generally speaking, applications for Early Determination are made during the early stages of the arbitration and often before the parties have fully pleaded their claim(s)/defence(s). For instance, applications may be made in the Request/Composite Request or Response/Composite Response or during the pleadings phase of the arbitration.
244. The Arbitral Tribunal will set the procedural timetable for dealing with the application for Early Determination. The Arbitral Tribunal will usually first decide whether the issue is one that is capable of being decided by Early Determination and if it is, whether the particular claim/defence is “manifestly outside the jurisdiction of the Arbitral Tribunal”, “inadmissible” or “manifestly without merit”.
245. The Arbitral Tribunal's decision on the Early Determination application may be by order or award, as appropriate.
246. If the Arbitral Tribunal does not grant Early Determination, the Arbitral Tribunal may determine the procedure for the arbitration in the usual way in accordance with the LCIA Rules.
247. Although the LCIA Rules 2014 do not contain an express Early Determination provision, Arbitral Tribunals may use methods to expedite the arbitration procedures in accordance with Article 14.4 of the LCIA Rules 2014. Article 14.4 sets out the Arbitral Tribunals' general duties including “a duty to adopt procedures suitable to the circumstances of the arbitration, avoiding unnecessary delay and expense, so as to provide a fair, efficient and expeditious means for the final resolution of the parties' dispute”. Arbitral Tribunals may also expedite the proceedings using methods available under the applicable law(s) of the arbitration.

11.5 Consolidation

248. In general terms, consolidation is the process by which two or more arbitrations are combined into a single arbitration with one Arbitral Tribunal subject to the LCIA Rules. The Arbitral Tribunal in the consolidated arbitration will render an award, or awards, that will bind all parties to the single consolidated arbitration. Consolidation can be contrasted to arbitrations which are conducted concurrently, as set out in Section 11.6 below.
249. As noted in Sections 4.4 and 5.2 above, while the filing of Composite Requests and Composite Responses do not automatically lead to consolidation, they may be useful tools for parties in related cases.
250. A party may make an application for consolidation to the LCIA Court (Article 22.8) or the Arbitral Tribunal (Article 22.7). In each case all parties will be given a reasonable opportunity to state their views. Where the application is to be decided by the LCIA Court, the LCIA Court may decide to defer the application to the Arbitral Tribunal, once constituted.
251. The LCIA Court or the Arbitral Tribunal will decide the application based on the facts and circumstances of the case in accordance with the provisions with the LCIA Rules. The Arbitral Tribunal should act in accordance with its general duties, as set out in Article 14.1 when considering a consolidation application. For example, acting fairly and impartially and adopting procedures suitable to the circumstances of the arbitration, and avoiding unnecessary delay and expense.
252. Provided that parties comply with the requirements set out in Articles 22.7 and 22.8, parties may make an application for consolidation at any time in the proceedings although they are usually made earlier on in the case. Parties should clearly state that the application is made in all relevant cases and specify the LCIA Rules' provision under which the application is made (i.e., Article 22.7(i) or (ii) or 22.8(i) or (ii)).
253. When requesting consolidation, parties should include reasons in support of consolidation. Usually, consolidation is ordered when the parties agree. In such circumstances, the parties may still need to confirm, if the Arbitration Agreements have differences, their agreement on certain issues such as how the Arbitral Tribunal is formed, the applicable LCIA Rules and the seat, for example.
254. If the Arbitral Tribunal or the LCIA Court consolidates the arbitrations, the LCIA will transfer all information and any funds from the arbitrations into one case file with one LCIA case number. Usually, the lead case will be the first commenced with all parties and information transferred to that LCIA case number. Where the Arbitral Tribunal orders consolidation, this should be recorded in a procedural order, which should also clarify the reference to be used in the arbitration; how each of the parties should be named and each of the parties' respective roles in the consolidated arbitration.
255. Once consolidated the LCIA will deal with the case as a single arbitration. This means all records, correspondence, submissions, fees, and Advance Payments for Costs will be dealt with in the single arbitration. The Arbitral Tribunal may record all of their time in a single timesheet.
256. The circumstances under which arbitrations may be consolidated are more limited in arbitrations conducted pursuant to the LCIA Rules 2014. For example, Article 22.1(x) of the LCIA Rules 2014 does not provide expressly for consolidation where the arbitrations arise out of the same transaction or series of related transactions.

11.6 Concurrent Conduct of Arbitrations

257. Article 22.7(iii) provides for the power of the Arbitral Tribunal, with approval of the LCIA Court, to order that two or more arbitrations be conducted concurrently where the same Arbitral Tribunal is constituted in respect of each arbitration.
258. This results in the arbitrations, or parts of the arbitrations, proceeding on concurrent procedural timetables with hearings scheduled at the same time.
259. By contrast to consolidation which results in two or more arbitrations being combined into a single arbitration subject to the LCIA Rules, arbitrations conducted concurrently remain separate LCIA arbitrations. In addition, unlike consolidated arbitrations, the Arbitral Tribunal in arbitrations run concurrently renders separate awards in each arbitration.
260. Parties may make an application to the Arbitral Tribunal for the concurrent conduct of arbitrations where the same Arbitral Tribunal is constituted in respect of each arbitration that is to proceed concurrently. As it is a requirement that the Arbitral Tribunals in each arbitration are already constituted, the LCIA Court does not have a separate power to order the concurrent conduct of arbitrations.
261. Applications for the concurrent conduct of arbitrations may be made by the Claimant or the Respondent and may be made at any time after the Arbitral Tribunal is constituted in each arbitration. However, it is generally recommended that parties make the application sooner rather than later in the proceedings to realise the benefits of the arbitrations proceeding concurrently.
262. The Arbitral Tribunal and the LCIA Court will consider whether the relevant arbitrations are suitable to be conducted concurrently. It is therefore a case specific determination. However, generally speaking, the Arbitral Tribunal and the LCIA Court may consider whether the concurrent conduct of the arbitrations will likely result in cost and time savings.
263. If the Arbitral Tribunal orders the concurrent conduct of the arbitrations, the cases proceed as usual with separate LCIA case reference numbers and separate case files. The Arbitral Tribunal should continue to record their time separately for each case, as the LCIA will need to direct separate Advance Payments for Costs.
264. While the LCIA Rules 2014 do not address concurrent arbitrations expressly, all parties can agree to have the arbitrations conducted concurrently.

11.7 Joinder

265. Joinder is the process by which a third person (or multiple third persons) is “joined” or added to the arbitration as a party to the arbitration (e.g., as an additional Claimant or an additional Respondent) or as a third party in the arbitration (e.g., in a capacity other than a party).
266. Although the LCIA Rules permit joinder in certain circumstances, parties and the Arbitral Tribunal should have regard to the applicable law(s) of the arbitration with respect to joining a third person to the arbitration.
267. Pursuant to Article 22.1(x) of the LCIA Rules 2020, any party may make an application for joinder to the Arbitral Tribunal provided that the third person and the applicant party expressly consent to such joinder in writing. Such written consent may be express in the Arbitration Agreement (i.e., the Arbitration Agreement expressly permits joinder) or the applicant party and the third person may agree in writing after the arbitration has commenced.

268. Applications for joinder are made to the Arbitral Tribunal. Usually, the applications are made earlier on in the proceedings. However, there is no express time limit or deadline pursuant to the LCIA Rules.
269. The Arbitral Tribunal will give the other parties reasonable opportunity to state their views and upon such terms as the Arbitral Tribunal decides. Although the consent of the non-applicant party (or parties) to the arbitration is not required for joinder under the LCIA Rules 2020, the Arbitral Tribunal may permit such party to submit a written objection to the joinder.
270. The Arbitral Tribunal may request evidence of the written agreement between the applicant party and the third person, where relevant.
271. The approval of the LCIA Court is not required. However, occasionally an Arbitral Tribunal may request the LCIA to review a draft order.
272. When considering an application for joinder, Arbitral Tribunals should have regard to their general duties as set out in Article 14.1. For example, Arbitral Tribunals should ensure that when considering the application, they are:
- Acting fairly and impartially as between all parties;
 - Giving each party a reasonable opportunity of putting its case and dealing with that of its opponent(s); and
 - Adopting procedures suitable to the circumstances of the arbitration including avoiding unnecessary delay and expense so as to provide a fair, efficient and expeditious means for the final resolution of the dispute.
273. Arbitral Tribunals should always have in mind the obligation to be and remain at all times impartial and independent of the parties. Accordingly, the LCIA expects the Arbitral Tribunal to consider potential conflicts of interest before granting the joinder. Arbitral Tribunals should run their own conflict checks on the third person to be joined. Depending on the nature of the potential conflict of interest, it may be inappropriate for the Arbitral Tribunal to order joinder.
274. Arbitral Tribunals may also need to consider the nationality of the third party where the third party has the same nationality as the sole arbitrator or presiding arbitrator in circumstances where the parties to the existing arbitration are of different nationalities to the sole arbitrator/presiding arbitrator. For further details on Article 6, see paragraph 100 above. In such circumstances, the Arbitral Tribunal will need to consider whether a waiver from any parties to the existing arbitration needs to be obtained if the joinder is granted.
275. In addition, the Arbitral Tribunal should consider any related concerns regarding enforcement of the award.
276. Whether the application for joinder will be granted is a matter of the Arbitral Tribunal's discretion. If the Arbitral Tribunal grants the joinder, the third person will become a party in the arbitration (e.g., as a Claimant, Respondent or third party). How the arbitration then proceeds will be a matter for the Arbitral Tribunal which will also depend on what capacity the third person is joined to the arbitration and at what stage of the proceedings they are joined. For example, the third person could be joined as an additional Respondent with respect to specific claims or as a Respondent to defend cross-claims.

277. Where joinder is granted, the Arbitral Tribunal will make a single final award, or separate awards, in respect of all parties in the arbitration, in accordance with Article 26.

12. EXPERTS TO ARBITRAL TRIBUNALS

278. In addition to the parties' rights to instruct experts in the arbitration, the LCIA Rules also permit the Arbitral Tribunal to appoint their own expert.
279. After consulting the parties, the Arbitral Tribunal may, if it considers it appropriate, appoint one or more experts to report in writing to the Arbitral Tribunal and to the parties on specific issues in the arbitration pursuant to Article 21. For example, an accountant or an expert with knowledge of a specific area of law.
280. Any expert appointed by the Arbitral Tribunal must be and remain impartial and independent of the parties. Accordingly, the Arbitral Tribunal is invited to ask the expert to confirm their independence and impartiality and to complete an appropriate statement of independence and impartiality. The Arbitral Tribunal should also confirm the expert's scope of work and engagement terms before proceeding with the appointment and should send the expert's completed statement of independence and impartiality to the parties.
281. In accordance with Article 21.5, the fees and expenses of the expert are usually paid out of the Advance Payment for Costs paid by the parties to the LCIA pursuant to Article 24. To ensure that the LCIA holds sufficient funds on account, the Arbitral Tribunal should keep the LCIA informed of the anticipated fees and expenses of any expert and inform the LCIA if such expert is to participate at an oral hearing after delivery of their expert report (should the Arbitral Tribunal, or a party, consider such participation necessary).
282. Article 30 and the duty of confidentiality, as set out in further detail below, applies to any expert to the Arbitral Tribunal.

13. HEARINGS

283. The Arbitral Tribunal has the authority to determine the date, duration, form, content procedure, time limits and geographical place (if applicable) of the hearing(s), as well as the number of hearings and whether any hearings should take place virtually.
284. The costs of the hearing, including the hearing venue, arrangements for virtual platforms, transcription services and any interpreters are not usually paid from the Advance Payment for Costs, unless the parties have agreed that such costs be included. If parties do agree that the hearing costs be paid from the Advance Payments for Costs, they should advise the LCIA as soon as possible and provide quotes from the service providers so that the LCIA can take these costs into account when calculating the amount of the Advance Payments for Costs to direct from the parties.
285. If a hearing is postponed at late notice or cancelled, there may be a charge for the parties. The Arbitral Tribunal should only adjourn a hearing where there is a good reason for doing so.

286. Pursuant to paragraph 2(iii) of the Schedule of Costs, the Arbitral Tribunal's fees, and any Tribunal Secretary's fees, may include a charge for time reserved but not used as a result of late postponement or cancellation of hearings. Shortly after the Arbitral Tribunal has been appointed, the LCIA will invite each arbitrator (and any Tribunal Secretary) to confirm whether it wishes to adopt the cancellation formula approved by the LCIA Court for late postponement or cancellation of hearings. Each arbitrator (and any Tribunal Secretary) should confirm whether they wish to adopt the cancellation formula by writing to the LCIA. The LCIA will then communicate this to the parties. The parties will be informed of the basis for such charges in advance of any hearing.

287. As parties must be advised in advance that cancellation fees are applicable with the relevant formula, if an arbitrator (or any Tribunal Secretary) does not reply to the LCIA's invitation to confirm that they wish to apply the cancellation formula, that arbitrator (or Tribunal Secretary) will not be able to charge any fees in the case of cancellation or postponement.

288. The LCIA's standard cancellation formula is as follows:

"In the event of cancellation or postponement less than 4 weeks before the start of the hearing, or at any time during the hearing, the Arbitral Tribunal may charge 50% of its notional daily sitting rate, based on a {x}-hour day multiplied by the number of days reserved for the hearing; and in the event of cancellation or postponement more than 4 weeks, but less than 12 weeks, before the start of the hearing, 30% of its daily sitting rate multiplied by the number of days reserved for the hearing."

289. Each arbitrator should let the LCIA know the number of hours to be inserted for their notional sitting day, as to which the maximum should be 8 hours (bearing in mind that this is for cancellation purposes only and that, under LCIA procedure, they should charge for their time based on actual time spent at the agreed hourly rate, whether for the purposes of hearings, or for other time spent during the arbitration).

290. The LCIA Court will not accept any adjustments to the above formula unless the proposed terms are more beneficial to the parties.

291. If a hearing is cancelled, the LCIA Court will consider, in each case, whether it is appropriate for the cancellation formula to be invoked in the particular circumstances of the case. A member of the Arbitral Tribunal is not normally expected to bill cancellation charges if they have managed to fill the time that had been set aside for the hearing with other billable work.

292. If the Arbitral Tribunal is aware that a scheduled hearing might be postponed or cancelled, it should remind the parties that the hearing dates are approaching, so that the parties do not inadvertently trigger cancellation charges by failing to give the Arbitral Tribunal adequate notice.

14. AWARD(S)

293. The Arbitral Tribunal may make several different awards on different issues at different times in the LCIA arbitration. For instance, the Arbitral Tribunal may make an award as to jurisdiction, an award as to the merits and an award as to quantum.
294. The Arbitral Tribunal and the parties should consider whether to address the costs of the arbitration in the award on the merits rather than in a separate costs award.

295. There are differences between orders and awards pursuant to the LCIA Rules and there may be differences under the applicable law(s) of the arbitration. In practice, orders are issued to the parties by the Arbitral Tribunal directly whereas awards will be transmitted to the parties by the LCIA.
296. The Arbitral Tribunal is required to seek to render its final award as soon as reasonably possible. Pursuant to Article 15.10, the Arbitral Tribunal shall endeavour to do so no later than three months following the last submission from the parties, whether that last submission is oral or in writing. The LCIA monitors this time limit and may issue reminders to the Arbitral Tribunal. However, it remains the Arbitral Tribunal's responsibility to ensure that any award is issued without delay and that the LCIA and the parties are updated if there is any delay.
297. In accordance with Article 26.9, in the event of final settlement of the parties' dispute, and at the parties' request, the Arbitral Tribunal may decide to make a Consent Award. The Arbitral Tribunal should send a draft of the Consent Award to the parties before finalising. Although a Consent Award need not contain a determination in relation to the Arbitration Costs or Legal Costs, the LCIA's preference is for these costs to be included in the Consent Award. If the parties have agreed that the Arbitral Tribunal does not make an order as to costs, the parties should advise the LCIA of the proportions in which the parties have agreed to bear the costs.
298. The LCIA will review draft awards to ensure compliance with Article 26. This includes reviewing the draft award to ensure it states the date on which it was made, the seat of the arbitration and that it has been signed by all members of the Arbitral Tribunal (or states the reason why an arbitrator(s) has not signed).
299. The LCIA does not, however, formally review or scrutinise awards. If it assists the Arbitral Tribunal, the LCIA will review a draft of the award or sections thereof. If the Arbitral Tribunal requests the LCIA to review the draft award, the LCIA's review will generally be limited to identifying typographical errors and checking the accuracy of the dates in the procedural history. The LCIA may provide suggested wording for the Arbitral Tribunal's consideration in relation to the Arbitration Costs.
300. The final award shall include the amount of the Arbitration Costs (in accordance with the Schedule of Costs) which is determined by the LCIA Court. The Arbitral Tribunal should update the LCIA on the amount of their fees and expenses when preparing the draft award. This will help to avoid any delay related to the determination of the Arbitration Costs.
301. For the determination of the Arbitration Costs, which are to be included in the award, the LCIA will require the final fee notes of the arbitrator(s) including any expenses, as explained further in Section 15.8 below. Once the LCIA receives this information, the LCIA Court will determine the Arbitration Costs and the LCIA will provide the Arbitral Tribunal with the final figures to be inserted into the final award.
302. An Arbitral Tribunal may decide not to include any costs in a partial award (such as on jurisdiction). In such cases, the LCIA will still require the arbitrator(s) to provide their fee notes including costs and expenses to date to ensure that the LCIA is holding sufficient funds to cover the Arbitration Costs going forward.

303. In accordance with Article 26.7, the LCIA will not transmit an award to the parties unless the LCIA has received funds to pay for all of the Arbitration Costs. If there is any shortfall in funds, this will delay the issue of the award, as the LCIA will need to direct the shortfall and will not transmit the award to the parties until the shortfall has been settled. It is therefore important for the Arbitral Tribunal to keep the LCIA informed of its fees before the funds are exhausted and to provide estimates in a timely manner, and for parties to pay the Advance Payments for Costs directed by the deadlines set by the LCIA.
304. Alongside making electronic communications the default method of communication, the LCIA Rules 2020 also provide that any award may be signed electronically and/or in counterparts and assembled into a single instrument, unless the parties agree otherwise or the Arbitral Tribunal or LCIA Court directs otherwise. The Arbitral Tribunal is encouraged to ask the parties before issuing the award whether there are any particular requirements under the applicable law(s) or for enforcement in a particular jurisdiction, including whether the parties require certified copies of the award, or an award with wet signatures.
305. The sole or presiding arbitrator should deliver to the LCIA a soft copy of the award for onward transmission to the parties by the LCIA, in accordance with Article 26.7. The primary method of transmission of the award is by email. For arbitrations being administered pursuant to the LCIA Rules 2020, hard copies are not required unless requested by a party or if transmission by electronic means to a party is not possible. For arbitrations being administered pursuant to the LCIA Rules 2014, the LCIA will send a certified copy of the award to the parties, in addition to the electronic copy, unless a party advises the LCIA that it does not require a certified copy.
306. Unless requested, the LCIA will not provide any hard copies of the award to the Arbitral Tribunal.
307. The LCIA can provide additional certified copies of an award to parties for enforcement, after an award has been issued to the parties, and any requests should be made to casework@lcia.org. The LCIA will provide an invoice comprising the costs related to the request, including charges for time spent and charges for copying and binding the award. The LCIA will provide the documents once the invoice has been settled.

14.1 Correction of Award(s) and Additional Award(s)

308. Pursuant to Article 27, a party may request the Arbitral Tribunal to correct in the award any error in computation, any clerical or typographical error, any ambiguity, or any mistake of a similar nature, within 28 days of receipt of any award. The Arbitral Tribunal may also make such a correction upon its own initiative within 28 days of the date of the award, after consultation with the parties.
309. By way of example, Article 27 applications could encompass clerical errors such as misspellings, mistakes in numbers and names and computational errors such as miscalculations. Article 27 could also be used to address an ambiguity in the award such as where it is not clear which party was being referred to.
310. The Arbitral Tribunal will consult the parties on the Article 27 application, at which point a party may object. If the Arbitral Tribunal considers the request to be justified it will make the correction by recording it in an addendum to the award within 28 days of receipt of the application. For arbitrations proceeding pursuant to the LCIA Rules 2014, the correction will be recorded in a memorandum.

311. If an Article 27 application is made, the LCIA's general practice is to wait until the expiration of the 28-day period before returning any surplus funds to the parties. If the Arbitral Tribunal decides to charge for its work related to the Article 27 application and the addendum, the LCIA may be required to direct additional Advance Payments for Costs.
312. In accordance with Article 27.3, within 28 days of receipt of the final award, a party may request the Arbitral Tribunal to make an additional award as to any claim, counterclaim or cross-claim presented in the arbitration but not decided in the award. The Arbitral Tribunal will consult the parties and if it considers the request to be justified it will render the additional award within 56 days of receipt of the application. Costs related to the additional award will be included in the additional award. The LCIA may direct additional Advance Payments for Costs.

15. COSTS OF AN LCIA ARBITRATION

313. While the costs of an LCIA arbitration will vary, this Section provides general guidance on key components of the Arbitration Costs in arbitrations conducted pursuant to the LCIA Rules, in accordance with the Schedule of Costs. The Arbitration Costs include:
- The Registration Fee (Section 15.1);
 - The LCIA's administrative charges, including fees and expenses of the LCIA Secretariat and, where applicable, the LCIA Court's fees and expenses (Section 15.2);
 - Arbitrator's fees and expenses (Section 15.3); and
 - Fees and expenses of any Tribunal Secretary (Section 15.4).
314. In accordance with the LCIA Rules, the Arbitration Costs do not include Legal Costs incurred by the parties.
315. This Section also provides guidance on:
- The LCIA's directions to the parties for Advance Payments for Costs and estimates requested from the Arbitral Tribunal with respect to their fees and expenses (Section 15.5)
 - VAT (Section 15.6);
 - Payments made to the Arbitral Tribunal (and any Tribunal Secretary) on account of their fees and expenses in the arbitration (Section 15.7);
 - The LCIA Court's determination of the Arbitration Costs (Section 15.8); and
 - The return of surplus funds (Section 15.9).

15.1 The Registration Fee

316. To commence an LCIA arbitration, the Registration Fee (£1,950, plus VAT if applicable and net of any banking charges for which the Claimant is responsible) is payable with the Request. Further information about payment of the Registration Fee is in Sections 4.2 and 4.4 above.

15.2 Administrative Charges

317. In addition to the Registration Fee, the LCIA's charges include:
- Charges based on time spent by the LCIA Secretariat in the administration of the arbitration pursuant to the Schedule of Costs. The Schedule of Costs sets out the hourly rates for members of the LCIA Secretariat;
 - Time spent by members of the LCIA Court in determining any challenge brought under the LCIA Rules, where applicable; and
 - A percentage of the fees of the Arbitral Tribunal (5%) in respect of the LCIA's general overhead and expenses incurred by the LCIA Secretariat and members of the LCIA Court in connection with the arbitration.

15.3 Arbitrator Fees and Expenses

318. As set out in Section 7.8 above, the Arbitral Tribunal's fees are calculated by reference to hourly rates as set out in the Schedule of Costs. The 2023 Schedule of Costs provides that the hourly rate for arbitrators in LCIA arbitrations that have commenced on or after 1 December 2023 is in the range of £250 to £650 per hour. As set out in the Schedule of Costs, it is only in exceptional cases that the rate may be higher.
319. Further information about the 2023 Schedule of Costs, how the LCIA Court sets the maximum hourly rate and what factors may justify a rate in the higher end of the range of hourly rates is set out in Section 7.8.
320. Both the LCIA Secretariat and the LCIA Court monitor the charges levied by arbitrators in arbitrations pursuant to the LCIA Rules.
321. The LCIA does not operate on a *per diem* basis with respect to expenses but reimburses for expenses actually incurred. All expenses must also be reasonably incurred and reasonable in amount, and all claims for expenses must be supported by invoices or receipts.
322. Prior to incurring expenses, the arbitrator may consult the LCIA Secretariat as to what is considered reasonable, for example, in respect of the class of travel for the distance concerned or the amount of travel time that may be charged to the parties.
323. The Arbitral Tribunal and Tribunal Secretary are not remunerated for any administrative activity prior to their appointment, such as for checking conflicts, completing the Statement or for reading the case summary sent by the LCIA.
324. The Arbitration Costs may also include the Special Fee where a party makes an Article 9B application for the appointment of an Emergency Arbitrator. Further information is set out in Section 8.2 above.
325. In addition, if the Arbitral Tribunal appoints an expert, the costs of the expert will be dealt with as part of the Arbitration Costs, as set out in Section 12 above.

15.4 Fees and Expenses of the Tribunal Secretary

326. As set out in Section 10, if an hourly rate is to be charged and the Tribunal Secretary is to have expenses reimbursed, the parties need to approve the hourly rate and entitlement to reimbursement.
327. Pursuant to the 2023 Schedule of Costs (and as stated in paragraph 203 above), a Tribunal Secretary may charge an hourly rate in the range of £100 to £250.

15.5 Advance Payments for Costs and Estimates of Fees and Expenses

328. The LCIA does not direct the parties to pay the full costs of the arbitration upfront. As the LCIA adopts an hourly rate approach (i.e., based on hourly rates for the Arbitral Tribunal and the LCIA Secretariat), the LCIA is able to direct the parties to pay commensurate Advance Payments for Costs as the arbitration proceeds. The first Advance Payments for Costs are directed following registration of the arbitration and are intended to cover the initial stages of the arbitration, including the appointment of the Arbitral Tribunal.
329. The LCIA Court generally directs each side to make an initial Advance Payment for Costs taking into account whether the Arbitration Agreement provides for a three-member Arbitral Tribunal or a sole arbitrator. Where there are multiple Claimants and/or Respondents, each Claimant and each Respondent is not usually directed to make their own separate payments and it will be for each side to decide among themselves how the Advance Payment for Costs should be paid.
330. The frequency and amount of subsequent Advance Payments for Costs is not fixed and will be decided by the LCIA in consultation with the Arbitral Tribunal, having regard to the dispute at hand, the hourly rates being charged by the Arbitral Tribunal, and the anticipated timetable for the conduct of the proceedings.
331. Early on in the proceedings and shortly after appointment, the LCIA will ask the Arbitral Tribunal to provide a detailed breakdown of the estimate of hours the Arbitral Tribunal considers will be needed to cover the filing of preliminary submissions up to, and including, any directions hearing or any hearing of an urgent application currently before the Arbitral Tribunal. This breakdown should include an assessment of the hours required for the various stages of the proceedings and the main tasks expected. If the Arbitral Tribunal can estimate through to the substantive hearing, they should do so, although the LCIA will likely still direct Advance Payments for Costs in stages, in accordance with the LCIA's usual practice.
332. The Arbitral Tribunal will also be asked to provide, every three months, details of their unbilled time, together with an estimate of future hours. This information will allow the LCIA to ensure that the case is progressing according to budget and that the LCIA remain in funds.
333. The LCIA accepts Advance Payments for Costs in arbitrations administered pursuant to the LCIA Rules in the following currencies: GBP, USD, CAD, EUR, CHF, and SGD. Any bank charges incurred on any transfer of funds by or to the parties shall be borne exclusively by the parties.
334. All payments to the LCIA should reference whether the payment is made for the Claimant ("C") or the Respondent ("R") (or "C1", "C2" and "R1", "R2" where there are multiple Claimants and Respondents), together with the LCIA case reference number. In addition, all payments to the LCIA shall comply with paragraphs 36 and 37 above.

335. Parties, or Legal Representatives of parties, may make Advance Payments for Costs by bank transfer. When the LCIA directs the parties to make an Advance Payment for Costs, the direction will include the LCIA's bank details. However, parties are encouraged to check any bank details with the LCIA prior to making payments.
336. Advance Payments for Costs made by the parties (or their Legal Representatives) in arbitrations pursuant to the LCIA Rules 2020 will be the property of the LCIA and the parties agree that the LCIA shall not act as a trustee. By contrast, arbitrations conducted pursuant to the LCIA Rules 2014 refer to "deposits" which are held by the LCIA in trust under English law in England.
337. Advance Payments for Costs in arbitrations pursuant to the LCIA Rules 2020 do not accrue interest for the parties. By contrast, in accordance with Article 24.2 of the LCIA Rules 2014, payments made by the parties shall be credited by the LCIA with interest at the rate from time to time credited to an overnight deposit of that amount with the bank(s) engaged by the LCIA to manage deposits from time to time.
338. Pursuant to the LCIA Rules, if a party fails to pay the Advance Payment for Costs as directed, the LCIA can direct the other party to effect a further Advance Payment for Costs in an equivalent amount, to allow the arbitration to proceed (Article 24.6). In accordance with Article 24.7 of the LCIA Rules 2020, the party making the payment may request the Arbitral Tribunal to make an order or award to recover the amount of the payment as a debt immediately due and payable by the defaulting party, together with interest.
339. Pursuant to Article 24.5, the Arbitral Tribunal should not proceed with the arbitration unless it has ascertained from the Registrar that sufficient funds are held by the LCIA. Arbitrators should, therefore, liaise with the LCIA at the outset regarding the likely costs of the arbitration and should regularly submit interim fee notes during the arbitration to the LCIA to permit the LCIA Secretariat to ensure that sufficient funds are held, and Advance Payments for Costs have been directed, from time to time.
340. Fee notes must include, or be accompanied by, details of the time spent on a case. The LCIA notifies the parties of payments on account of arbitrators' fees in advance. If a party wishes to know the costs of an arbitration at a particular time, it may request a financial summary. For further details regarding payments made to the Arbitral Tribunal (and any Tribunal Secretary) please see Section 15.7 below.
341. If the funds held by the LCIA are exhausted and the parties have failed to pay the LCIA the required Advance Payments for Costs, the arbitration will not proceed, and the Arbitral Tribunal may decide that a hearing will not go ahead unless and until sufficient funds are paid to the LCIA.
342. Arbitrators are encouraged, as early in the proceedings as possible, to advise the LCIA of any taxes that might apply to their fees, as this will assist the LCIA when calculating the amount of Advance Payments for Costs to be requested from the parties. Further information about VAT is set out below.
343. In accordance with Article 24, Advance Payments for Costs collected from the parties by the LCIA may be applied by the LCIA to pay any item of the Arbitration Costs.

15.6 VAT

344. Pursuant to the Schedule of Costs, the LCIA's charges and the Arbitral Tribunal's charges (and any Tribunal Secretary's charges) may be subject to VAT or similar taxes.
345. The LCIA Secretariat cannot advise on the applicability of any taxes relating to the fees of an arbitrator, Tribunal Secretary or expert appointed by the Arbitral Tribunal.
346. With respect to payment of the Registration Fee, VAT will be applicable if the Claimant is based in the United Kingdom (or registered for UK VAT). If the Claimant is outside of the European Union, no VAT will be payable. For UK-based parties, parties will be asked to provide details of their UK VAT registration numbers.
347. The LCIA will only take into account VAT on any payments made to it, if the LCIA is informed that VAT is applicable. Accordingly, arbitrators should set out the details of any relevant taxes in their invoices, as applicable. An arbitrator billing from outside the UK might need to raise separate invoices for parties to reflect the VAT consequences under relevant legislation.
348. VAT does not form part of the Arbitration Costs, pursuant to the LCIA Rules. The LCIA Court will determine the Arbitration Costs net of VAT.

15.7 Payments to Arbitrators and the Tribunal Secretary

349. No payment, either interim or final, will be made to any arbitrator (or Tribunal Secretary) unless and until the LCIA has satisfied itself that the fees are reasonable in the circumstances of the case and considering the agreed procedural timetable.
350. As noted in Section 15.5 above, shortly after appointment, the Arbitral Tribunal shall provide the LCIA with a detailed breakdown of the estimate of hours it considers will be needed.
351. The provision of this information will not, however, entitle the Arbitral Tribunal to immediate payment for any unbilled time. Rather, the LCIA will generally pay the Arbitral Tribunal at key stages during the arbitration, such as after a hearing, after some significant step in the procedure (for example, an interim or a partial award, or the conclusion of the matter), or where a stay has been requested. Depending on the case, the LCIA may accept interim fee notes at reasonable intervals such as every six months.
352. Any payment on account of an arbitrator's fees and expenses (or the Tribunal Secretary's fees and expenses) is paid from the Advance Payments for Costs that have been lodged by the parties, rather than being paid by the LCIA. Accordingly, all invoices/requests for payment should be addressed to the parties to the arbitration, sent care of the LCIA. In most cases, invoices should be split 50/50 between the parties. Where there are multiple parties, or where not all of the parties to an arbitration have made Advance Payments for Costs, the Arbitral Tribunal should feel free to contact the LCIA Secretariat, which will provide guidance on format.
353. Invoices/requests for payment should generally be rendered in the currency of account between the Arbitral Tribunal and the parties: in other words, if an arbitrator is charging €400 per hour, and Advance Payments for Costs have been directed in Euros, the relevant invoice or request should be in Euros. Where an arbitrator requests payment in a currency other than the currency of account, the arbitrator will bear the risk of any loss on exchange rates. Further, arbitrators are responsible for any charges imposed by their bank for receiving funds.

354. All invoices/requests for payment on account of fees must be accompanied by a detailed daily breakdown of the time spent by the arbitrator, at the hourly rate agreed with the LCIA. The LCIA Secretariat will provide to the parties a copy of that breakdown before settling the arbitrator's fees unless an arbitrator asks the LCIA Secretariat not to do so for one or more reasonable specified grounds. The LCIA is happy to provide an example time sheet on request.

15.8 Determining the Arbitration Costs

355. Pursuant to the LCIA Rules, the LCIA Court determines the Arbitration Costs.
356. At the conclusion of the arbitration (or at the time of a partial award), the LCIA Secretariat will provide a financial dossier, including a complete financial summary of sums lodged by the parties, sums paid to the arbitrators, outstanding fees, and expenses, to the President or a Vice President of the LCIA Court. For this purpose, the LCIA will ask the members of the Arbitral Tribunal to provide their fee notes for any outstanding fees, and receipts for any expenses. It will not be sufficient for the arbitrator(s) to provide estimated hours, or a simple confirmation of the hours for the LCIA Court determination. The dossier also includes a copy of the original confirmation to the parties of the arbitrators' fee rates, a copy of the arbitrators' accounts, a copy of the LCIA's own time and disbursements ledger, a copy of directions for Advance Payments for Costs and a copy of all notices given to the parties of payments made from the Advance Payments for Costs.
357. It is therefore essential for all arbitrators to keep full details of all time spent on the arbitration, including details of the activities on which the time was spent, as well as the amount of time spent on each activity.
358. The President or a Vice President of the LCIA Court will review the dossier and, if necessary, call for any further information, or make enquiries to satisfy itself that the costs are reasonable and are in accordance with the Schedule of Costs, before notifying the LCIA Secretariat of the amount to be notified to the Arbitral Tribunal for inclusion in the award.
359. In accordance with Article 28.2, Arbitral Tribunals must specify in their final award the total amount of the Arbitration Costs. As these costs must be submitted to, and approved by, the LCIA Court in advance, it is essential that arbitrators keep their timesheets fully up to date, so that their award is not delayed by the LCIA Secretariat having to chase for final details of the time spent, and costs incurred, for approval by the LCIA Court.
360. In accordance with Article 28.2, the Arbitral Tribunal shall decide the proportions in which the parties shall bear the Arbitration Costs, unless the parties have agreed on such allocation.

15.9 Returning Surplus Funds

361. At the conclusion of the arbitration, the LCIA will provide to the parties and the Arbitral Tribunal a final account of the Arbitration Costs, including details of any excess amounts which were not used from the Advance Payments for Costs paid by the parties.
362. Unless the parties agree otherwise (or the Arbitral Tribunal orders otherwise under the LCIA Rules 2020), any surplus funds will be returned to the parties in the proportions in which the Advance Payments for Costs were paid. Any agreement otherwise should be notified to the Arbitral Tribunal before the final award or, if by later agreement, to the LCIA.

363. The LCIA will request the bank details for the party to whom funds are due. Subject to Article 24A, payments made by the LCIA must be to an account held in the name of a party to the arbitration or the parties' Legal Representatives.
364. If a response is not received from a party within 30 days of the LCIA's email to them requesting their bank account details, the LCIA will provide that party with written notice of the LCIA's intention to retain the excess amount. Pursuant to Article 24.4, if no response is received within a further 60 days, the party will be deemed irrevocably to have waived any right to claim and/or receive the excess amount.

16. CONFIDENTIALITY AND PUBLICATION OF AWARDS

365. One of the LCIA's unique selling points is that pursuant to Article 30 of the LCIA Rules, LCIA arbitrations are confidential. Accordingly, the LCIA does not publish awards, or parts of awards, even in redacted form.
366. The LCIA Rules 2020 extend the undertaking of confidentiality to all those involved in the arbitration including any party, any authorised representatives, witness of fact, expert, service provider, Tribunal Secretary, arbitrator, and any expert to the Arbitral Tribunal.
367. The LCIA will not provide to anyone, who is not a named party to an arbitration or the authorised representatives of a party, any information about pending or completed LCIA arbitrations. The LCIA's response to any such request will be that it cannot comment, irrespective of whether the LCIA has any knowledge of the matter about which it is being asked.
368. The LCIA may publish anonymised excerpts of challenge decisions, as well as sanitised statistical information about cases referred to the LCIA. For further information see <https://www.lcia.org/challenge-decision-database.aspx>.

17. COMPLIANCE

369. In accordance with Article 24A, the LCIA may refuse to act on any instruction and/or accept or make any payment if the LCIA determines, in its sole discretion and without the need to state any reasons, that doing so may involve a Prohibited Activity (e.g., relating to bribery, corruption, terrorist financing, fraud, tax evasions, money laundering and/or economic or trade sanctions). The LCIA adopts this approach in all cases.
370. Accordingly, a Request may not be registered, and payments to the LCIA may not be accepted, until all parties named in the Request have been screened.
371. As noted in Section 4.5, at the beginning of the arbitration the LCIA will request that the parties and their authorised representatives advise the LCIA of any restrictions, sanctions or embargoes that affect any party. The LCIA will assess the information provided on a case-by-case basis and may request further information before and/or after registration of the Request.
372. The parties and/or their authorised representatives should notify the LCIA, and keep the LCIA informed throughout the arbitration, of any issues which they are aware, or which they become aware of during the arbitration, that might impact the ability of any party to pay Advance Payments for Costs or otherwise to participate in the arbitration. Unless otherwise advised by the parties and/or their authorised representatives, the LCIA shall proceed on the understanding that no such restrictions, sanctions or embargoes apply.

373. The LCIA reserves the right to conduct its own checks and screening at any stage of the arbitration and may at any stage request information from the parties, their authorised representatives, and the arbitrators.
374. Where there is a potential sanctions match, or where Article 24A is engaged, there may be delays to the proceedings due to, for example, the LCIA's bank's internal policies and procedures in relation to processing payments in cases involving sanctioned entities.
375. The LCIA may request further information and comments from the parties in relation to potential sanctions implications, including whether sanctions impact the ability of any party to pay Advance Payments for Costs when directed or otherwise to participate in the arbitration. The LCIA may also ask the parties and the Arbitral Tribunal to consider what, if any, licences/authorisations from any relevant jurisdictions they require and whether to include the LCIA within the scope of any licence application. The LCIA cannot give any party, their authorised representatives, or the Arbitral Tribunal any legal advice. It is therefore for the Arbitral Tribunal and all parties to satisfy themselves that they have any required licences. The parties should also be aware that obtaining licences may delay the proceedings.
376. The Office of Financial Sanctions Implementation (**OFSI**) has issued a General Licence under Regulation 32 of the Republic of Belarus (Sanctions) (EU Exit) Regulations 2019 and under Regulation 64 of the Russia (Sanctions) (EU Exit) Regulations 2019 for cases administered by the LCIA pursuant to the LCIA Rules 2020, the LCIA Rules 2014 and the LCIA Rules 1998 that involve parties subject to asset freeze sanctions in the UK. In sum, the General Licence permits the LCIA to accept payments from parties (including parties that are designated parties and parties acting in lieu/for the benefit of a designated party) and their legal representatives and to make payments for Arbitration Costs (including to the Arbitral Tribunal) in accordance with the terms of the General Licence. The General Licence extends to payments for Registration Fees, deposits/ Advance Payments for Costs, arbitrator fees and expenses and LCIA charges, as well as fees and expenses of Tribunal Secretaries and experts appointed by the Arbitral Tribunal, pursuant to the LCIA Schedule of Costs.
377. At the time of writing, the General Licence has been amended once, on 5 June 2023. Further information and updates can be found on the LCIA's website.
378. While the LCIA does not require a licence to return funds to non-designated parties, the General Licence does not extend to restitution payments to designated parties, which will require individual licences, and equally does not cover the designated parties' other payment obligations such as payments to third parties for services related to the arbitration.
379. Where the LCIA considers that there may be a Prohibited Activity, the LCIA may notify and provide information to the OFSI, relevant authorities and its bank without first consulting the parties.
380. This Guidance Note is prepared for reference purposes only and is not a comprehensive guide to sanctions in LCIA arbitrations. This Section is accurate as of publication date. Moreover, it is the parties' and arbitrators' responsibility to inform themselves of the scope and applicability of any sanctions regimes and to ensure their compliance with such regimes.

18. OTHER LCIA SERVICES

381. Alongside administering arbitrations pursuant to the LCIA Rules, the LCIA:

- Administers arbitrations pursuant to the UNCITRAL Arbitration Rules, in accordance with the LCIA UNCITRAL Terms and Conditions;
- Conducts Appointments, Challenge Determinations and Cost Services in arbitrations pursuant to the UNCITRAL Arbitration Rules, in accordance with the LCIA UNCITRAL Terms and Conditions;
- Provides Fundholding Services, in which the LCIA will receive funds to be paid by a party or parties to arbitrations not otherwise administered by the LCIA for the purpose of securing the payment of the costs of the arbitration, in accordance with the LCIA Fundholding Terms and Conditions;
- Holds funds by way of security for a party or parties to arbitrations administered by the LCIA, or in arbitrations subject to the LCIA's Fundholding Terms and Conditions, in accordance with the LCIA Security Terms and Conditions;
- Offers mediation services pursuant to the LCIA Mediation Rules; and
- Acts as appointing authority in adjudications, expert determinations, and *ad hoc* arbitrations in accordance with the LCIA Appointment Terms and Conditions.

382. Further information about each service and the terms and conditions upon which the LCIA may offer the services can be found on the LCIA's website (www.lcia.org). If you have any questions about the services the LCIA can provide, please email the LCIA at casework@lcia.org or telephone the LCIA Secretariat on 020 7936 6200.

383. The LCIA does not administer arbitrations under any other institutional rules.

Notes

The London Court of International Arbitration
1 Paternoster Lane, London EC4M 7BQ

Email: casework@lcia.org

www.lcia.org