

## BIMCO LAW AND ARBITRATION CLAUSE 2020

### ENGLISH LAW | LONDON ARBITRATION\*

- (a) This contract shall be governed by and construed in accordance with [English] law and any dispute arising out of or in connection with this contract shall be referred exclusively to arbitration in [London] in accordance with the [Arbitration Act 1996] or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The seat of arbitration shall be [London] even where any hearing takes place in another jurisdiction.
- (b) The reference shall be to three (3) arbitrators unless the parties agree otherwise.
- (c) The arbitration shall be conducted in accordance with the [London Maritime Arbitrators Association (LMAA) Terms].
- (d) In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the [LMAA Small Claims Procedure].
- (e) In cases where the claim or any counterclaim exceeds the sum agreed for the [LMAA Small Claims Procedure] and neither the claim nor any counterclaim exceeds the sum of USD 400,000 (or such other sum as the parties may agree) the parties may agree that the arbitration shall be conducted in accordance with the [LMAA Intermediate Claims Procedure].
- (f) The terms and procedures referred to in subclauses (c), (d) and (e) above shall be those current at the time when the arbitration proceedings are commenced.
- (g) Any and all notices and communications in relation to any arbitration proceedings under this clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail addresses below:

Name of party to this contract:

E-mail address(es) for receipt of notices and communications on behalf of the above party: [insert]

Name of other party to this contract:

E-mail address(es) for receipt of notices and communications on behalf of the above party: [insert]

Either party shall be entitled to change and/or add to the e-mail addresses above by sending notice of change to the other party at the above address (or, if previously amended by notice, the relevant amended addresses).

Nothing in this clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this contract being served by other effective means.

**\*note this is the text of the English/London arbitration version only. The text of the other three clauses can be found on the BIMCO website or provided by request. Please get in touch with your usual contact at the Club for guidance.**

## BIMCO Mediation Clause 2020

The parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this contract. In the case of any dispute under this contract in respect of which arbitration has been commenced, the following shall apply:

- (a) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.
- (b) The other party shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further fourteen (14) calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.
- (c) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.
- (d) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.
- (e) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.
- (f) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.
- (g) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

