

SCMA DISTINGUISHED SPEAKER SERIES 2016

04 NOVEMBER 2016

BIMCO AND MARITIME ARBITRATION IN ASIA

GENTLE REMINDER

LAWYERS CLAIMING FOR CPD POINTS:

- Sign in at the beginning and sign out at the end of the event.

ACTIVITY EVALUATION FORM:

- Please return copy of the form to the tray at the registration table



The background of the slide features a tall, spiral-patterned lighthouse with a glowing lantern room at the top. The lighthouse is set against a dark, moody sky. The entire scene is overlaid with a large, semi-transparent blue shape that tapers towards the top right, creating a modern, geometric design.

BIMCO and Maritime Arbitration in Asia

Deputy Secretary General Søren Larsen

Singapore Chamber of Maritime Arbitration

4 November 2016

ABOUT THE SPEAKER

SCMA Distinguished Speaker Series 2016



Søren Larsen
Deputy Secretary General
BIMCO

Following his graduation from Co and the Institute of Maritime Law BIMCO in August 1985.

He was appointed Head of Documentary and Legal Affairs in Deputy Secretary General, with p for BIMCO's documentary affairs, i

From 2005 to 2009, Søren Larsen

BIMCO

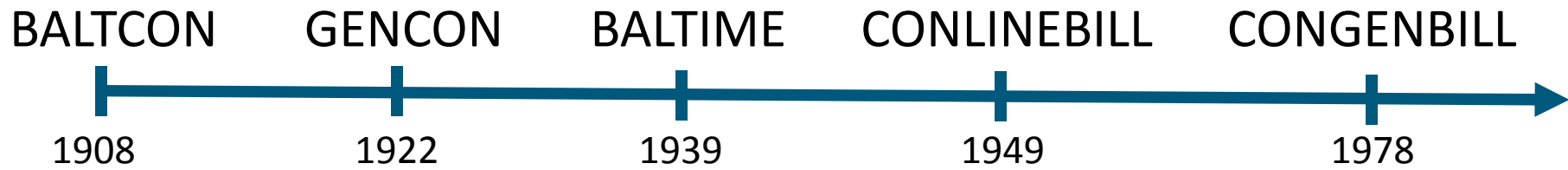




“Apparently, decent freight rates would be useless if conditions of charterers are such as to serve the freight rate money for everyone else but the shipowners”



Well-known codenames



Fundamental principles of DC strategy

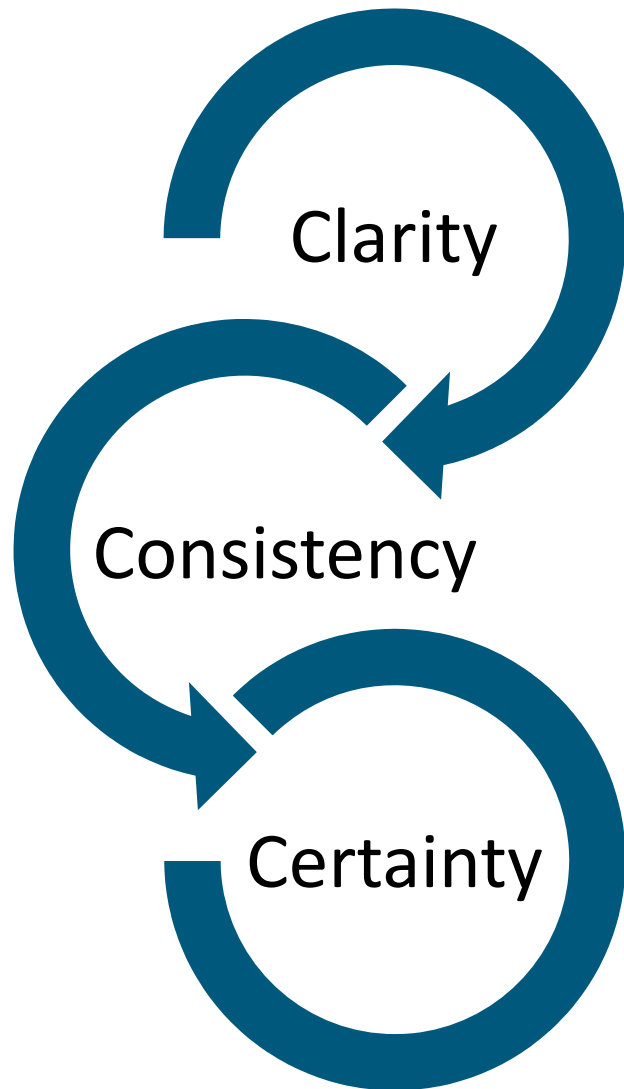


1) BIMCO shall provide for balanced and clearly worded contracts and clauses that are market and business cycle neutral;

2) BIMCO shall over time provide contracts and clauses covering each niche of shipping.



The 3 C's



→ language and structure

→ core clauses and style
promoting harmonisation

→ predictability on
contractual risk and liability

BIMCO's mission on standard contracts



- 1) Harmonise shipping practices internationally to provide for an economic and effective movement of goods;*
- 2) Ensure self-regulation in the area of transport law and thus support the principle of freedom of contract;*
- 3) Provide a tangible contribution to cost savings among the commercial parties, i.e. owners and operators by minimising the number of disputes.*



DC 100th anniversary

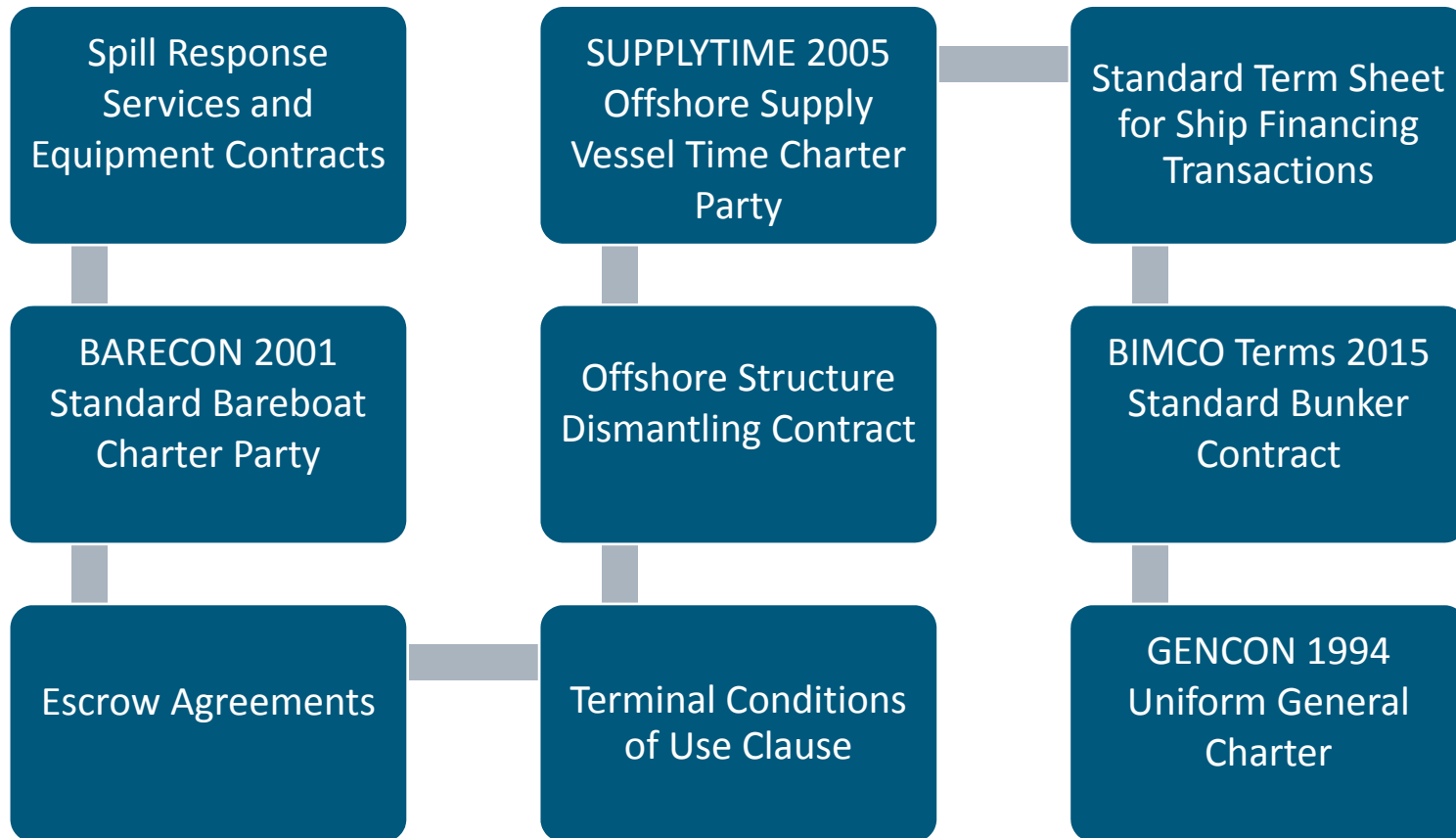
BIMCO



DC subcommittee work



Current work programme



Expertise



Our Mission revisited



“to ensure self-regulation in the area of transport law and thus support the principle of freedom of contract”





*“Towards a worldwide restatement of the
general principles of maritime law”*

by Prof. Dr Eric Van Hooydonk



Singapore Dispute Resolution



- 1) History of Dispute Resolution Clause (DRC).
- 2) Why London, New York, Singapore?
- 3) Annual turnover of BIMCO contracts.
- 4) BIMCO forms with DRC (Singapore).



Arbitration clauses over the years



1939: BALTIME (arbitration clause revised in 1954)

1976: GENCON (no arbitration clause)

1986: BISCOILVOY charter (law and arbitration clause with reference to English law)

1988: SHIPMAN 1988 (New York arbitration)

1991: First standalone law and arbitration clause

1998: The clause is revised following entry into force of UK Arbitration Act 1996

2001: The clause is revised to include comprehensive mediation procedures →
BIMCO Dispute Resolution Clause

2013: The clause is revised to include Singapore.



The 3 named arbitration venues



BIMCO Standard Dispute Resolution Clause 2016

(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 to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof to the extent necessary to give effect to the provisions of this Clause.

United Kingdom

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within fourteen (14) calendar days of that notice and that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the Party referring a dispute to arbitration may, without the requirement of prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of the sole arbitrator shall be binding on both Parties as if it had been appointed by agreement.

Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$ 1,000,000 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the Small Claims Procedure current at the time when the arbitration proceedings are commenced.

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United States

(b)* This Contract shall be governed by US maritime law or, if this Contract is a contract under US law, by the laws of the State of New York. Any dispute arising out of or in connection with this Contract shall be referred to three (3) persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen. The decision of any two of them shall be final, and for the purposes of enforcing any award entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the SMA Rules current as of the date of this Contract.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$ 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Rules for Shortened Arbitration Procedure current as of the date of this Contract.

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In cases where neither the claim nor any counterclaim exceeds the sum of US\$ 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Rules for Shortened Arbitration Procedure current as of the date of this Contract.

(c)* This Contract shall be governed by and construed in accordance with Singapore law.

Any dispute arising out of or in connection with this Contract, including its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in accordance with the Singapore International Arbitration Act (Chapter 143A) and any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (SCMA) current at the time when the arbitration proceedings are commenced.

BIMCO Standard Dispute Resolution Clause 2016

(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 to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof to the extent necessary to give effect to the provisions of this Clause.

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Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to the appointment of a sole arbitrator.

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Singapore

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Chief Justice Menon



1) that BIMCO had now officially “approved” of Singapore as an arbitration venue;

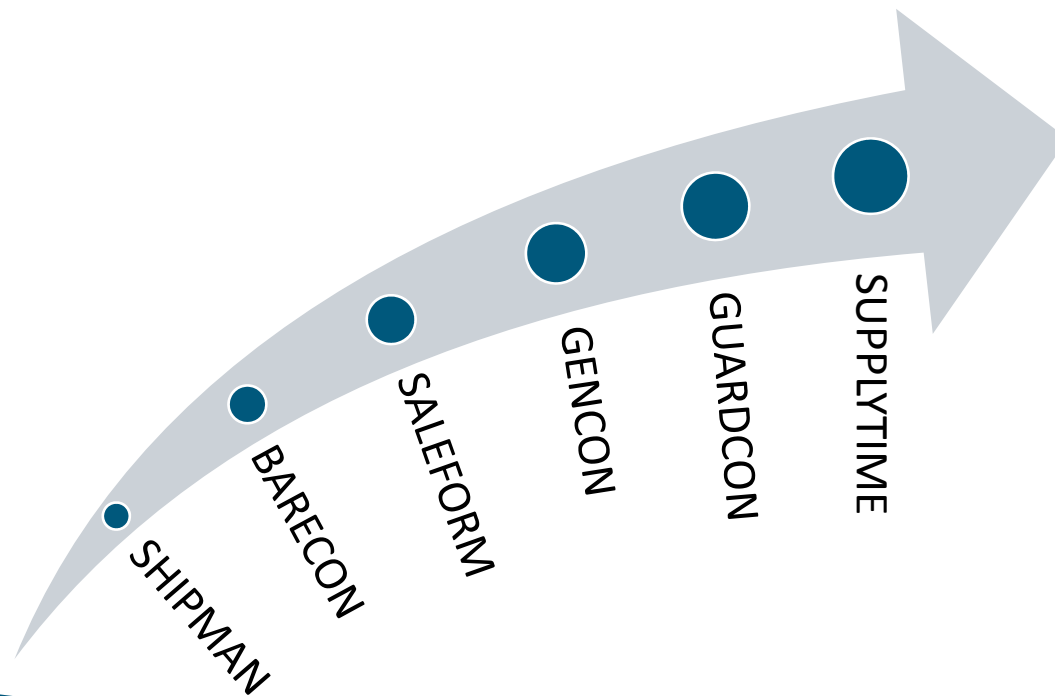
2) that more arbitration business will head in the direction of Singapore.



IDEA2



Annual turnover of all of BIMCO contracts
– more than 30.000 finals



Approx.
20.000 final
contracts in
the past 12
months

Other popular choices





BIMCO

Thank you!

Contact BIMCO at
www.bimco.org