

LCIA Notes for Arbitrators

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1. INTRODUCTION

1. The purpose of this note is to provide guidance to arbitrators conducting arbitrations in accordance with the LCIA Rules. It addresses independence, impartiality, availability and confidentiality, effective management of time and costs in accordance with an arbitrator's duties under the Rules, and the need to ensure that the LCIA Secretariat is kept informed as to the progress of the arbitration.

2. This note is by no means intended to provide an exhaustive list of "best practices" in the conduct of arbitration, nor does it supplant or interpret the LCIA Rules. Rather, the note highlights the broad principles by which Arbitral Tribunals should be guided in the conduct of LCIA arbitrations.

3. Members of the LCIA Secretariat are always available to assist the Arbitral Tribunal with all practical matters relating to the arbitration, such as arranging for hearing venues and transcripts of hearings, and the Tribunal should not hesitate to call for assistance whenever this may be required.

4. References in this note to the LCIA Rules are to the version of the Rules effective 1 October 2014. The principles and guidance contained in this note apply equally to any arbitration being conducted under the LCIA Rules 1998.

5. If you have any questions about LCIA arbitration or the contents of this note, please email us at casework@lcia.org.

2. INDEPENDENCE AND IMPARTIALITY

6. Parties to arbitrations are entitled to expect of the process a just, well-reasoned and enforceable award. To that end, they are entitled to expect arbitrators: to disclose possible conflicts of interest at the outset; to avoid putting themselves in a position where conflicts will arise during the course of the proceedings; to conduct the arbitration fairly, in a timely manner and with careful regard to due process; to maintain the confidentiality of the arbitration; and to reach their decision in an impartial manner.

7. Under Article 5.4 of the LCIA Rules, all arbitrators are, before appointment, required to sign a declaration that there are no circumstances known to them likely to give rise to any justifiable doubts as to their impartiality or independence.

8. In completing their statements of independence, arbitrators should take into account, amongst other things, the existence and nature of any past or present relationships, direct or indirect, with any of the parties or their counsel. Any doubt as to whether a relationship should be disclosed must be resolved in favour of disclosure.

9. There is a continuing obligation on all arbitrators immediately to disclose any further circumstance of which they become aware at any time during the course of the arbitration, which might give rise to conflicts.

3. AVAILABILITY

10. Parties are also entitled to expect in an arbitration 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 his/her mandate without delay.

11. Accordingly, the LCIA Rules also require an arbitrator, before appointment, to confirm that he/she is ready, willing and able to devote sufficient time, diligence and industry to ensure the expeditious and efficient conduct of the arbitration. This confirmation is provided in the Statement of Independence, Impartiality and Availability, a copy of which the LCIA then provides to the parties.

12. In order to support this statement, the LCIA also asks all arbitrators to complete a form of availability, providing details of the number of hearings, the number of outstanding Awards, and all pre-existing commitments that might impact the arbitrator's ability to devote sufficient time to this arbitration. Completion of this form provides comfort to the LCIA that, in confirming that he/she has availability, an arbitrator has turned his/her mind to such commitments, and allows us confidently to confirm to parties that the selected tribunal has the necessary availability (although we do not at present provide a copy of this form to the parties).

13. 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 (noting the requirement in Article 15.10 of the Rules that an arbitrator notify the parties and the LCIA of the timetable for rendering any award and that the Arbitral Tribunal set aside adequate time for deliberations and notify the parties of the same at an early stage in the arbitration).

14. As with disclosures as to independence and impartiality, an arbitrator should keep the parties and the LCIA informed of any commitments that arise after appointment, which might alter his/her earlier confirmation as to availability.

4. COMMUNICATIONS WITH THE PARTIES

15. All communications between the Arbitral Tribunal and the parties must be copied to the LCIA Secretariat.

16. In the event that meetings or hearings are held with the parties (whether by telephone or in person), at which the LCIA is not present, the Arbitral Tribunal should provide an update to the LCIA Secretariat regarding any procedural matters promptly after the relevant meeting or hearing.

17. Prior to the formation of the Arbitral Tribunal, and unless the parties have otherwise agreed in writing, where a candidate or nominee is required to participate in the selection of a presiding arbitrator, that candidate or nominee may consult any party to obtain the views of that party on suitability of any individual as presiding arbitrator, provided that the candidate or nominee informs the LCIA Secretariat of such consultation.

18. Once the Arbitral Tribunal has been formally constituted, it may communicate directly with the parties (with any communication to be copied to the LCIA Secretariat), in accordance with Article 13.1 of the LCIA Rules, without the need for any formal direction to that effect.

19. No arbitrator is permitted, during the course of the arbitration, to engage in any unilateral contact with any party or with any party's representative relating to the arbitration or the parties' dispute. This is important from the perspective of independence and impartiality and is underlined by Article 13.4 of the Rules and by the Annex, which provides that a legal representative 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.

5. CONFIDENTIALITY

20. Article 30 of the LCIA Rules imposes duties of confidentiality on parties and on arbitrators, with which arbitrators should familiarise themselves, and with which the Arbitral Tribunal should ensure that it and the parties comply.

6. CONDUCT OF THE ARBITRATION

6.1 The procedural timetable

21. It is beneficial for everyone involved in an arbitration for there to be a clear procedural timetable suitable for the particular case.

22. Although the LCIA Rules provide, at Article 15, a default timetable for the submission of key written statements and documents, Article 14.2 of the Rules encourages the parties to 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.

23. The LCIA would usually expect an 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. In this regard, under Article 14.1 of the LCIA Rules, the Arbitral Tribunal and the parties are strongly encouraged to make contact as soon as practicable but no later than 21 days from receipt of notification by the LCIA of the formation of the tribunal.

24. Any timetable agreed or set should be realistic and reasonable both to the parties and to the Arbitral Tribunal in light of the circumstances of the particular case and mindful of the obligation on the Arbitral Tribunal to avoid unnecessary expense and delay.

25. The Arbitral Tribunal should review the 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: for example, when the Arbitral Tribunal sets a deadline for the last submission from the parties, which might be as early as the first procedural hearing, it should update the timetable to include the dates on which the Arbitral Tribunal will deliberate and the anticipated timetable for the rendering of its award (which timetable should, in accordance with Article 15.10, be revised and re-notified to the parties as necessary).

26. This process of timetable review also enables parties clearly to understand what is required of them (and of the Arbitral Tribunal) and by when.

6.2 Consolidation

27. In the event of related cases, the Arbitral Tribunal should also consider at an early stage whether an application for consolidation is likely to be forthcoming and/or whether consolidation would be desirable.

28. The Arbitral Tribunal's power to consolidate, which is subject to approval by the LCIA Court, is contained in Articles 22.1(ix) and 22.1(x) of the LCIA Rules. In brief, absent agreement of all of the parties, the Arbitral Tribunal may only order consolidation where the relevant arbitrations are all subject to the LCIA Rules, where the arbitrations were commenced under the same or a compatible arbitration agreement between the same parties, and where no Arbitral Tribunal has yet been formed by the LCIA Court in the other arbitrations or the same Arbitral Tribunal is in place.

29. If the Arbitral Tribunal does order consolidation, this should be recorded in a procedural order, which should also clarify the reference to be used in the arbitration (we would suggest adopting the number from the first arbitration in time). From that time forward, the LCIA will consolidate the financial treatment of the arbitrations, such that the members of the Arbitral Tribunal may record all of their time in a single timesheet.

6.3 Concurrent arbitrations

30. If an Arbitral Tribunal does not order consolidation, it may nevertheless conduct the arbitrations, with the agreement of the parties, on a concurrent basis. In that case, however, the members of the Arbitral Tribunal should continue to record their time separately for each particular case, as the LCIA will need to direct separate deposits.

6.4 Meetings and hearings

31. Article 16 of the LCIA Rules provides that meetings and hearings need not be held at the seat or legal place of the arbitration.

32. With a view to saving time and costs, therefore, the Arbitral Tribunal should, in consultation with the parties, hold hearings at the location which is most convenient for all concerned, whether parties, witnesses or the arbitrators themselves.

33. It might, in some cases, be appropriate for certain hearings (for example, procedural conferences) to be held by telephone or by videoconference, rather than in person. The Arbitral Tribunal should also consider, where appropriate, whether some or all of those who must attend any meeting or hearing might do so by video conference, rather than in person (for example, if a witness is unable to travel due to health issues).

34. The Arbitral Tribunal and the parties should also carefully consider a realistic schedule and timeframe for hearings, so as to avoid the need for rescheduling, and to avoid the wasted costs (including the imposition of any cancellation charges, if applicable) caused by late postponement. The Arbitral Tribunal should only adjourn a hearing where there is a good reason for doing so.

35. The Arbitral Tribunal should make every reasonable effort to hold hearings on consecutive days, rather than in separate periods.

36. Consideration should also be given to whether the nature and circumstances of the particular claim and any counterclaim are such that they may (with the agreement of the parties) be decided on the documents alone.

6.5 Conduct of the parties and their legal representatives

37. Article 18 of, and the Annex to, the LCIA Rules focus on the legal representation of a party and provide additional powers to the Arbitral Tribunal to address the undesirable situation where a party or its legal representative engages in conduct designed to disrupt or frustrate the arbitration.

38. Article 18.5 of the 2014 Rules requires each party to ensure that all of its named legal representatives have agreed to comply with the guidelines contained in the Annex to the Rules. If a party complains that another party's 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.

39. An Arbitral Tribunal should carefully consider the facts of the particular case, and invite comments from the parties as appropriate, before ordering any of the sanctions detailed at Article 18.6 of the Rules.

40. An Arbitral Tribunal is also now expressly empowered, by Article 28, to take parties' conduct into account when awarding costs.

41. In addition, under Articles 18.3 and 18.4 of the 2014 Rules, a party must notify to the Arbitral Tribunal any intended change or addition to its named representatives, and 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).

42. 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 a legal representative chosen by that party, the stage which the arbitration has reached, 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.

6.6 Witness evidence

43. For the purposes of Article 20.3 of the LCIA Rules, the Arbitral Tribunal should endeavour to determine as early as possible in the proceedings, the time, manner and form of taking witness evidence.

44. In addition to evidence produced by a party, the LCIA Rules allow an Arbitral Tribunal to appoint its own expert (as to which, see further below).

6.7 The Award

45. One common cause for complaint is the time taken by Arbitral Tribunals to render their award after the close of the proceedings.

46. Once the timetable for the final stages of the arbitration is fixed, by which time the likely length and complexity of the award can be better judged, the Arbitral Tribunal should make an appropriate provision in its diary for deliberations as soon as possible after the last submission contemplated by that timetable and should notify the parties and the LCIA of the time set aside.

This ensures that the parties know, from an early stage, when the Tribunal will deliberate and the likely timing of any Award.

47. Having made provision for deliberations, the Arbitral Tribunal should also seek to make its final award as soon as reasonably possible following the last submission from the parties (oral or written) and shall notify the parties and the Registrar of the timetable for it to make its award, as required by Article 15.10 of the LCIA Rules. Again, this ensures transparency for everyone involved in the arbitration.

48. The simplest way for the Arbitral Tribunal to notify the parties of the time set aside for deliberations and for the timetable for the making of its award is to incorporate these dates into a revised procedural timetable for the arbitration.

49. In accordance with Articles 28.2 of the LCIA Rules, the Arbitral Tribunal shall specify by an award the amount of the Arbitration Costs as determined by the LCIA Court. In order to allow time for such determination to occur, and to ensure the award is not delayed, it is important that Arbitral Tribunals update the LCIA on the amount of their fees and expenses when preparing the draft award and not wait until they have signed the award.

50. Although the LCIA does not scrutinise awards, the Secretariat is happy to review a draft award when asked to do so by an Arbitral Tribunal and to provide comments on non-substantive issues. The Secretariat can also, where asked to do so, provide suggested wording for inclusion in the award specifying the costs of the arbitration.

51. Once complete, the sole or presiding arbitrator should deliver to the LCIA a soft copy and the requisite number of hard copies of the award for onward transmission to the parties by the LCIA, in accordance with Article 26.7 of the Rules. Generally, we require one original for each party, two for the LCIA and one for each member of the Arbitral Tribunal.

7. COSTS OF THE ARBITRATION

52. Another common cause for complaint concerns overly lengthy proceedings. Subject to the overriding principle of due process, therefore, arbitrations should be conducted and concluded as expeditiously as possible, avoiding not only unnecessary delay, but also the unnecessary costs associated with protracted proceedings.

53. By Article 24.3 of the LCIA Rules, the Arbitral Tribunal may not proceed with the arbitration unless it has ascertained from the Registrar that sufficient funds are held on deposit. Arbitrators should, therefore, liaise with the LCIA at the outset regarding the likely costs of the arbitration and should regularly submit to the LCIA interim fee notes during the course of the arbitration to permit the Secretariat to ensure that sufficient funds are held, and advances directed, from time to time.

54. The LCIA Court has approved a standard cancellation formula, which Arbitrators may adopt in respect of time reserved for hearings, but not used, as a result of late postponement or cancellation by the parties. If an Arbitral Tribunal wishes to adopt the formula, it must inform the LCIA Secretariat, which will communicate this to the parties. If a hearing is cancelled, the LCIA Court will consider, in each case, whether it is appropriate for the formula to be invoked in the particular circumstances of the case. We would not normally expect a member of an Arbitral Tribunal to raise cancellation charges if he/she has managed to fill the time that had been set aside for the hearing with other billable work.

55. 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.

56. Under the LCIA Schedule of Arbitration Costs, which forms part of the Rules, all arbitrators must 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. 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 Secretariat will provide to the parties a copy of that breakdown before settling the arbitrator's fees, unless an arbitrator asks the Secretariat not to do so for one or more reasonable specified grounds. The LCIA is happy to provide an example time sheet on request.

57. No payment, either interim or final, will be made to any arbitrator unless and until the LCIA has satisfied itself that an arbitrator's fees are reasonable in the circumstances of the case and in light of the agreed procedural timetable.

58. 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.

59. Prior to incurring expenses, the arbitrator should 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.

60. The Secretariat is happy to assist arbitrators to make hotel reservations for pending hearings and, where available, will advise the Arbitral Tribunal of hotels at which we are able to secure preferential rates.

61. Any payment on account of an arbitrator's fees and expenses is paid from the deposits 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 advanced deposits, the Arbitral Tribunal should feel free to contact the Secretariat, which will provide guidance on format.

62. 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 deposits 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, where an arbitrator's bank imposes a transfer charge for receiving funds, this charge will be for the arbitrator to bear.

63. As noted above, by Article 28.2 of the LCIA Rules, Arbitral Tribunals must specify in their final Award the total amount of the costs of the arbitration. 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.

64. 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 deposits to be requested from the parties.

65. Both inside and outside of the EU, local taxes may apply to an arbitrator's fees and expenses, which taxes should be included in the arbitrator's invoices as applicable.

66. With respect to EU VAT, an arbitrator billing from within the EU might need to raise separate invoices for parties to reflect the VAT consequences under relevant legislation.

67. The Secretariat is happy to assist with any enquiries from arbitrators on VAT or other taxes on a case by case basis, but might need to suggest, in certain circumstances, that an arbitrator obtain his/her own advice from a relevant specialist.

8. SECRETARIES TO TRIBUNALS

8.1 The tribunal secretary role

68. Subject to any applicable law and to paragraphs 69 to 82 below, an Arbitral Tribunal may obtain assistance from a tribunal secretary in relation to an arbitration. However, in no circumstances may an Arbitral Tribunal delegate its fundamental decision-making function.

69. Assistance provided by a tribunal secretary does not relieve any member of an Arbitral Tribunal from their personal responsibility to ensure that all tasks are performed to the standard required by the LCIA Rules and these notes. All tasks carried out by a tribunal secretary are carried out on behalf of the Arbitral Tribunal, and must be carried out under the supervision of the Arbitral Tribunal.

70. An Arbitral Tribunal must ensure that a tribunal secretary:

- a. only carries out tasks that have been agreed by the parties;
- b. does not provide assistance until approved by the parties in accordance with paragraph 74 below;
- c. does not carry out any tasks that the parties have contracted with the LCIA to provide under the LCIA Rules; and
- d. 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.

8.2 Proposing the use of a tribunal secretary

71. An Arbitral Tribunal must inform the parties of the tasks that it proposes the tribunal secretary be entitled to carry out. While the LCIA does not endorse any particular tasks as necessarily being appropriate for a tribunal secretary to carry out, an Arbitral Tribunal may wish to propose any or all of the following:

- a. 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;
- b. that the tribunal secretary attends hearings, meetings, and deliberations; and

- c. 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 always that paragraphs 68 and 69 above are fully complied with and that such tasks are carried out in accordance with the Arbitral Tribunal's specific instructions.

72. If an Arbitral Tribunal intends for the tribunal secretary to be paid an hourly rate for their work and to be entitled to have expenses incurred in connection with the arbitration reimbursed out of deposits that have been lodged by the parties, the Arbitral Tribunal must also inform the parties of this proposed hourly rate and entitlement to reimbursement. An hourly rate in the range of £50 to £150 per hour would generally be considered reasonable. The deposits required in accordance with Article 24.1 will reflect such fees and expenses.

73. Once the Arbitral Tribunal has informed the LCIA that the parties have agreed the tasks and rate (if applicable) of the tribunal secretary, the LCIA will provide the person proposed as tribunal secretary with a Statement of Independence and Consent to Appointment to be completed and sent by the Arbitral Tribunal to the parties.

8.3 Approval of a tribunal secretary by the parties

74. An Arbitral Tribunal can only obtain assistance from a tribunal secretary once the tribunal secretary has been approved by the parties. A tribunal secretary is approved once:

- a. the parties have agreed the tasks that may be carried out by the tribunal secretary;
- b. the parties have agreed that Article 30.2 (Confidentiality) and Article 31 (Limitation of Liability) of the LCIA Rules apply, *mutatis mutandis*, to the tribunal secretary;
- c. if an hourly rate is to be charged and the tribunal secretary is to be entitled to have expenses reimbursed, the parties have agreed to this hourly rate and entitlement to reimbursement; and
- d. the completed Statement of Independence and Consent to Appointment has been provided to the parties, and the parties have agreed to the particular person filling the role of tribunal secretary.

75. If a party objects to the person proposed, the Arbitral Tribunal must not use this person as tribunal secretary, and may instead propose another individual.

76. A party will be deemed to have agreed to the matters set out in paragraph 74 above if the party has not objected within such reasonable time as is set by the Arbitral Tribunal.

77. The appointment of a tribunal secretary and the matters agreed to by the parties should be recorded,

preferably in a procedural order.

78. The Arbitral Tribunal must ensure that a tribunal secretary is aware of the obligation to disclose in writing to both the Arbitral Tribunal and the parties any circumstances which are likely to give rise in the mind of any party to any justifiable doubts as to the tribunal secretary's impartiality or independence that become known to the tribunal secretary after completion of the Statement of Independence and Consent to Appointment.

8.4 Removing or replacing a tribunal secretary

79. A tribunal secretary may be removed by the Arbitral Tribunal at its discretion.

80. Article 10 of the LCIA Rules (Revocation and Challenges) applies, *mutatis mutandis*, to tribunal secretaries.

81. If a tribunal secretary is removed in accordance with paragraph 79 or 80 and the Arbitral Tribunal wishes to replace the tribunal secretary with another individual but the role will otherwise remain the same, the Arbitral Tribunal need only inform the LCIA and the parties and provide a new Statement of Independence and Consent to Appointment to the parties, again giving the parties an opportunity to object to the person proposed. 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.

82. If an 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 in the manner set out above.

9. EXPERTS TO TRIBUNALS

83. After consulting the parties, an Arbitral Tribunal may, if it considers it appropriate in a particular case, appoint one or more experts to report in writing to the Arbitral Tribunal and to the parties on specific issues in the arbitration under Article 21 of the Rules.

84. Any expert appointed by the Arbitral Tribunal must be and remain impartial and independent of the parties. If an Arbitral Tribunal decides to appoint an expert, it should therefore inform the LCIA at the earliest opportunity in order that we can ask the expert to complete an appropriate statement of independence and impartiality.

85. In accordance with Article 21.5, the fees and expenses of the expert are usually paid out of the deposits paid by the parties to the LCIA under Article 24 of the Rules. In order that we can ensure that sufficient funds are held on account, we ask that the Arbitral Tribunal keep us informed of the anticipated fees and expenses of any expert and that they inform us if the Arbitral Tribunal considers it necessary, or if a party has asked, that any such expert participate at an oral hearing after delivery of his/her written report.

10. KEEPING THE SECRETARIAT INFORMED

86. The Arbitral Tribunal should, in all circumstances, keep the Secretariat fully informed of progress during the course of the arbitration and ensure that we are copied on all correspondence to and from the parties. The Secretariat's ability properly to administer the arbitration depends on it being kept informed.

87. In this context, the LCIA would also ask that the Arbitral Tribunal provide a short update to the Secretariat following any procedural hearing, particularly if a written procedural order capturing the key information from that hearing is not immediately forthcoming.

88. The Arbitral Tribunal should also be mindful of the express obligations in the Rules to provide updates to the parties and the LCIA (for example, Article 15.10 in the context of preparation of Awards).

11. IMPORTANT NOTE

89. The LCIA is a neutral and independent arbitral institution, providing administrative services only, and neither practices law, nor renders legal services. Neither arbitrators, nor parties, nor legal representatives should, therefore, interpret, or rely upon, these notes as any form of legal advice. Rather, these notes are drafted only with a view to facilitating the diligent and timely conduct of arbitrations under the LCIA Rules.

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