

International Arbitration Newsletter

Winter 2009

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The information contained in this update is intended as a general review of the subjects featured and detailed specialist advice should always be taken before taking or refraining from taking any action.

Introduction



Welcome to the Winter 2009 edition of Olswang's International Arbitration Newsletter.

In this edition of our Newsletter we report on two cases in the English courts which involve, in different ways, the issue of the finality of arbitral awards. In *CNH Global N.V. v PGN Logistics Limited & Ors* [2009] EWHC 977 Comm the court found that the tribunal had erroneously used the "slip rule" in Article 29 of the ICC Rules to make a substantive amendment to the award. The fact that the amendment "corrected" the award in order to deny the claimant a windfall which it had undeservedly enjoyed under the original award, meant that the court was unable to find substantial injustice to the claimant which is a necessary component of the test for a challenge to an award on the grounds of serious irregularity under section 68 of the Arbitration Act 1996. In our article we discuss how this decision appears to erode the principle of finality of awards, which is one of the cornerstones of arbitration, given that it allows substantive amendments to awards post-issuance provided that, in the court's view, the amendment corrects the award.

In our article on *Shell Egypt West Manzala GmbH & Another v Dana Gas Egypt Ltd* [2009] EWHC 2097 we briefly discuss the wording which is required, and that which should be avoided, by parties who wish to ensure that they exclude (where possible) the right of appeal from a subsequent award, thereby ensuring the award's finality as far as possible.

Prompted by the annual open meeting of the committee which reviews the Civil Procedure Rules of England and Wales, our article on privacy explores the extent to which the Civil Procedure Rules preserve privacy once an award is challenged in the English courts or a court decision involving an arbitration claim is appealed.

We also report on three recent cases of the US courts involving section 1782 of the US Code which appear to reverse the trend of discovery against entities in the US for use in private international arbitrations.

We hope that you find our Newsletter of interest. If you have any questions or would like to discuss issues raised, please contact a member of our International Arbitration team.

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Substantive amendments to arbitral awards – how a recent decision of the English court erodes the principle of finality of awards.

Despite the tribunal in *CNH Global N.V. v PGN Logistics Limited & Ors* [2009] EWHC 977 Comm erroneously using the "slip rule" in Article 29 of the ICC Rules to make a substantive amendment to the award, the claimant's challenge to the award for serious irregularity under section 68 of the Arbitration Act 1996 failed. In this article we analyse the English court's decision and discuss its effect of eroding the principle of finality of arbitral awards.

Facts

The arbitration

Following the issuing of its award on quantum in an ICC arbitration, and on the application of the defendant, the tribunal amended the award by way of an addendum. Acknowledging that its awarding to the defendant of only post-award interest had been a substantive error of the original award, the tribunal ordered the claimant additionally to make certain interest payments of between £1.5 million and £3 million. The tribunal's amendment was purportedly made under Article 29 of the ICC Rules which gives a tribunal the power to correct "a clerical, computational or typographical error, or any errors of a similar nature contained in an Award".

The challenge to the English court

The claimant challenged the amended award for serious irregularity under section 68 of the Arbitration Act 1996 on the grounds (amongst others) that the tribunal had exceeded its powers by making the substantive amendment and that this was a serious irregularity which caused the claimant substantial injustice because it put the claimant in a position of having to pay substantial interest which it would not otherwise have had to pay under the original award. (An applicant under section 68 must show that (a) a serious procedural irregularity has occurred of the kind listed in the sub-paragraphs to section 68(2) and (b) this irregularity has caused or will cause substantial injustice to the applicant.)

Serious irregularity

The court considered the construction of Article 29 of the ICC Rules and concluded that the tribunal's correction of its failure to award interest was not within the parameters of Article 29 because it was not a clerical error (that is, "an error affecting the expression [of] the arbitrator's thought, not an error in the thought process itself") nor a computational error (which would relate to an error of calculation, for example "adding additional noughts or simply incorrectly adding up...") nor a typographical error or any other error of a similar nature (which, in accordance with the concept of *eiusdem generis* which is incorporated into English law, must be something close to clerical, computational or typographical). Indeed, the type of provision to be found in Article 29 of the ICC Rules is often referred to informally as the "slip rule" which is intended to give the power to correct (only) accidental slips or omissions such as a clerical error.

In making the substantive amendment, the tribunal had therefore exceeded its powers and this irregularity was serious in its effect because it had the result of transferring a position in which the claimant did not have to pay a figure of between £1.5 million and £3 million into one in which it did. The first limb of a successful challenge to an award for serious irregularity was therefore satisfied because the tribunal's correction of the award fell under sub-paragraph 68(2)(b) ("the tribunal exceeding its powers (otherwise than by exceeding its substantive jurisdiction)").

This is in contrast to *Lesotho Highlands Development Authority v Impregilo SpA & Ors* [2005] UKHL 43 in which the House of Lords held that the tribunal, which had awarded damages in a currency not permitted by the arbitration agreement, had incorrectly exercised a power available to it, rather than having exceeded the powers which it did have as was the case in *CNH Global v PGN Logistics*. The distinction may appear subtle but is material because the latter falls within section 68(2)(b) of the 1996 Act (therefore satisfying the first limb of the test for a successful challenge to an award under section 68) whereas the former does not. The application to challenge the award in *Lesotho* therefore failed on the grounds that the tribunal's awarding of damages in the wrong currency did not constitute a procedural irregularity.

Substantial injustice

The court then went on to consider whether the serious irregularity had caused or would cause substantial injustice to the applicant. The court rejected the claimant's framing of the question as a straightforward analysis of whether the irregularity had a negative impact on the claimant (which clearly it did because it increased the amount which the claimant had to pay to the defendant by between £1.5 million and £3 million). In highlighting that the question of substantial injustice had to be looked at in the round, the court referred to an extract of the commentary on the Arbitration Bill by the Departmental Advisory Committee on Arbitration Law in February 1996 (para 280) "Having chosen arbitration the parties cannot validly complain of substantial injustice unless what has happened simply cannot on any view be defended as an acceptable consequence of that choice". In *CNH Global v PGN Logistics*, the court was mindful that the irregularity (the tribunal's amendment) had in fact put the parties in the position they should have been in and was merely depriving the claimant of a windfall which it had never deserved. The claimant had not therefore suffered substantial injustice as the term is understood in the context of a section 68 application.

Comment

The decision in *CNH Global v PGN Logistics* highlights the fact that the English court will only intervene in the arbitral process and arbitral awards in very limited circumstances. The high threshold for establishing substantial injustice to the applicant meant that the claimant's challenge to the award under section 68 of the Arbitration Act 1996 failed.

It is also the case, however, that the English court's decision could be viewed as eroding one of the cornerstones of arbitration, namely the finality of arbitral awards. The effect of the decision is to allow a tribunal's substantive amendment to an award, post-issuance, to stand despite the institutional rules under which the arbitration is conducted only allowing the correction of non-substantive errors such as slip ups in mathematical calculations (at least that is the position where the court considers that the amendment corrects the award). Article 29 of the ICC Rules is mirrored in, for example, Article 27.1 of the LCIA Rules, Article 36 of the Swiss Rules of International Arbitration, and Article 30 of the International Centre for Dispute Resolution's Rules. These institutions and others expressly, by their rules, limit the opportunity for post-award substantive amendments. By choosing arbitration, parties accept this risk that the award may

contain errors as a quid pro quo for finality of the arbitral award which brings with it both certainty and savings in terms of time and expense that may otherwise arise from the threat of multiple layers of appeals. This is reinforced by the fact that institutional rules often exclude the right to appeal from an award on a point of law, as is the purpose of Article 28(6) of the ICC Rules. Indeed, in the House of Lord's judgment in the *Lesotho* case, Lord Steyn recognised that errors in arbitral decisions do occur but that this is the bargain which parties make when agreeing to arbitrate their disputes.

It should be noted that in *CNH Global v PGN Logistics* the application failed because the court could find no substantial injustice to the applicant where the irregularity (the amendment) had in fact deprived the claimant of a windfall which the claimant should never have enjoyed and would never have enjoyed, but for the error in the original award. By analogy, if, in the court's view, the amendment had not achieved the "right answer", the court may have found that a substantial injustice had been caused to the claimant and the amended award may have been remitted for further consideration. The non-interventionists of the arbitration world would query whether it is desirable for a court to be making value judgments on the correctness or otherwise of an award.

"Final, conclusive and binding..." – are those words sufficient to exclude non-mandatory rights of appeal under English law?

Continuing the theme of the finality of arbitral awards, in the recent case of *Shell Egypt West Manzala GmbH & Another v Dana Gas Egypt Ltd* [2009] EWHC 2097 the English court held that the words "final, conclusive and binding on the parties..." in reference to an arbitral award were insufficient to exclude non-mandatory rights of appeal such as the right to appeal on a point of law under section 69 of the Arbitration Act 1996.

The court reviewed English and Commonwealth authorities on the wording required successfully to exclude, where permitted, the right of appeal and concluded that:

- Clear words are required to exclude rights of appeal, although it is not necessary to refer explicitly, for example, to section 69 of the Arbitration Act 1996 which contains the (non-mandatory) provisions for the right to appeal on a point of law;
- The term "final and binding" in respect of an arbitral award which is found, for example, in the UNCITRAL Rules, is a stock phrase in arbitration which is widely understood to mean that the award is res judicata between the parties, meaning that the award disposes of issues of fact and law, preventing a party in a subsequent arbitration or claim from disputing for a second time those issues. The term is insufficient to denote that the parties intended that the jurisdiction of the English court to perform its review under section 69 be ousted;
- The addition of the word "conclusive" acts to reinforce the meaning of "final and binding" and does not import connotations that the parties agreed to exclude their statutory right of appeal on a point of law.

Comment

In our previous article in this newsletter, we mentioned that, despite the risk that the arbitral award may contain substantive errors which cannot be corrected, the finality of an arbitral award is one of the attractions of arbitration because of the certainty which finality brings as well as the savings in time and costs by the restricting of appeals. This is the bargain that arbitrating parties willingly strike.

Shell Egypt Manzala GmbH v Dana Gas Egypt Ltd confirms that if parties to an arbitration with a seat in England wish to exclude the right to appeal on a point of law (which is the only non-mandatory right of appeal in the Arbitration Act 1996), they should do so with words which are more explicit and emphatic than "final, conclusive and binding". The court referred to both the LCIA Rules (Rule 26, under which parties are deemed to "waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority") and the ICC Rules (Article 28.6, under which parties are deemed to have "waived their right to any form of recourse") which include sufficiently clear exclusions of rights of appeal. Parties should ensure that any ad hoc exclusion of rights of appeal are similarly clearly worded.

Should the English Civil Procedure Rules contain guidance on when appeals to the court from arbitration claims can be heard in private?

Privacy remains one of the cornerstones of arbitration and an important advantage over litigation. That it is an important advantage over litigation is perhaps heightened by the growing realisation by users of arbitration that "savings in time and cost" are no longer necessarily achieved in arbitration. In this article we explore the extent to which the English courts preserve privacy once an award is challenged in the courts or a court decision involving an arbitration claim is appealed.

Privacy and the Civil Procedure Rules

The English court's respect for the privacy of arbitrations with their seat in England is borne out by the fact that the English Civil Procedure Rules ("the Rules") (which are the rules which apply to the conduct of civil court proceedings in England and Wales) stipulate that, subject to an order to the contrary, court claims which have an arbitration as their subject, are heard in private except if the claim is an appeal from an award on a point of law, or the hearing is of a preliminary point of law (Rule 62.10(3)). The construction of Rule 62.10 means that the starting point is that an arbitration claim will be heard in private unless one of the parties or the judge of his own motion raises any questions about the appropriateness of a private hearing. This starting point was acknowledged by the Court of Appeal in *Moscow City Council v Bankers Trust Co* [2004] EWCA Civ 314.

Therefore, in the case of a challenge to an award on the basis of a tribunal's substantive jurisdiction under section 67 of the Arbitration Act 1996 or a challenge to an award on the grounds of serious irregularity under section 68 of the 1996 Act, the hearing of the appeal to the English court would be likely to be in private. (The judgment arising from such proceedings held in private would then usually be made public but the parties could, if privacy and confidentiality were of particular concern, make a request that the parties and/or certain identifying facts be anonymised before publication of the judgment in the public domain. The benefit of a private hearing even where the subsequent judgment is made public is that a substantial part of the parties' submissions, documentary and witness evidence is not disclosed in the judgment and therefore remains private. Indeed, it is not unheard of for a judge to anonymise some of the facts in a judgment by consulting with the parties prior to publication until it is in a form which is acceptable to the parties in terms of their concerns over privacy and confidentiality, and is capable of being read as a self contained informative judgment on a particular area of the law (appeals are usually on points of law, not fact)).

Appeals from arbitration claims

The apparent simplicity of Rule 62.10(3), creating as it does a starting point that arbitration claims (save for the two exceptions) be heard in private, however belies the conflict which arises where the court proceedings in question are an appeal from an arbitration claim. Traditionally, appeal proceedings in the English civil courts are heard in public, unless there are good reasons for privacy. This arises from the fact that one of the purposes of proceeding to the Court of Appeal is to allow the court to lay down useful guidance in the relevant area of law which may be more difficult to achieve if the proceedings are in private and/or the judgment anonymised. What is the starting point, therefore, for deciding whether or not an

appeal from an arbitration claim should be heard in private? Does it follow the general principle in Rule 62.10(3) or the usual principle for appeals? Rule 62.10 does not provide any guidance on this tension.

A review of the minutes of the 2009 open meeting of the Civil Procedure Rules Committee (the body tasked with making, reviewing and amending the Rules (the "Committee")) at which the public can request clarification of the Rules, raise queries and propose suggestions for their amendment, reveals that this tension and lack of guidance were highlighted to the Committee.

The Committee did not consider that Rule 62.10 or any Rule required amplification in order to contain guidance as to the position of appeals in respect of arbitration claims but did usefully highlight some principles:

- There is a clear tension between the interests of the parties in arbitration appeals (who have had the luxury of privacy in their arbitration) and the public interest in having knowledge of the decisions of its state-funded courts on important points of law, which appeals invariably involve.
- The fact that an appeal is based on an arbitration claim is not sufficient in itself to dictate that it must be heard in private.
- Privacy or anonymity should only be permitted in rare cases in the Court of Appeal, on the basis that one of the purposes of proceeding to the Court of Appeal is to allow the Court to lay down useful guidance in that area of law, which is inevitably much more difficult if the proceedings are private or the judgment anonymised.
- Occasionally anonymity can be provided to the parties if there is sufficient reason to do so, as in the case of *C v D* [2007] EWCA Civ 1282 in which, in an appeal against an order for an anti-suit injunction, the parties requested that the judgment be anonymised. The Court of Appeal invited the parties to provide written evidence in the form of a short statement explaining the need for privacy in order for the court to consider the parties' request for anonymity. (The parties were an insured and its insurer on liability and the privacy of the appeal was a matter of concern to both parties on the basis that if the case were known, it was feared that it might lead to a flood of claims against the insured of a similar nature to those that had already been received which of course the insured would pass on to its insurer.) The Court of Appeal considered that this was sufficiently good reason and made the order for anonymity.
- Given that there is an inherent tension between the interests of the parties in arbitration and the interests of the public, the only workable solution is to deal with every application for privacy or anonymity on a case by case basis.

Comment

Parties which choose England as the seat of their arbitration should be aware that, whilst the starting point for court claims which involve an arbitration is that they are to be heard in private, the starting point for appeals from decisions involving arbitration claims is unclear. Given, however, the Committee's emphasis on the fact that it should only be on rare occasions that privacy and/or anonymity are granted, it is preferable for parties to err on the side of caution and assume that any such appeal would be in public.

Is discovery against US entities for use in private international arbitrations under Section 1782 of the US Code no longer available?

Three recent cases of the US courts have rejected the notion that discovery is available against an entity within the jurisdiction of a United States court for use in a private international arbitration.

In re Application of Roz Trading Ltd

The three recent decisions go against the widely reported case of *In re Application of Roz Trading Ltd* ("*Roz Trading*") WL 3741078, N.D. Ga., Dec 19 2006, in which the federal court in Atlanta ordered discovery against a US company within its jurisdiction on the application of a party to a private international arbitration in Austria. The US company was not a party to the arbitration but was the parent of one of the parties. *Roz Trading* was the first case in which the relevant legislation (s. 1782 of Title 28 of the United States Code) had been relied upon successfully by an arbitral tribunal or interested party in a private international arbitration. In accordance with the principles set out in the judgment, an application can be made for discovery against a non party as well as against a party to the arbitration; the application can relate to documents to be produced as well as to deposition testimony; it is sufficient that the arbitration be within reasonable contemplation and does not need to be pending or even imminent; and it is not considered fatal to the application that the documents are located outside of the court's jurisdiction, even outside the United States, provided that the party is located within the jurisdiction of the relevant US federal court. We reported on *Roz Trading* in Spring 2007. Click [here](#) for our article.

The decision in *Roz trading* led to an upsurge in applications under section 1782, although it was noted at the time that there was a lack of uniformity in the interpretation of section 1782 in the US federal and circuit courts. For example, in the Second and Fifth Circuits, case law on the matter rested with two decisions from 1999 which rejected the proposition that a party to a private international arbitration can avail itself of section 1782 in order to seek discovery against a US entity.

The recent cases which go against Roz Trading

In three recent cases of the US courts (specifically, the Middle District of Florida in Miami, the New Orleans Court of Appeals for the Fifth Circuit, and the US District Court of Illinois¹) applications for the compelling of testimony or the production of documents from non parties within the jurisdiction of the respective courts for the assistance of private international arbitrations outside of the United States, were dismissed. The courts refused to interpret section 1782's reference to the ordering of testimony for use "in a proceeding in a foreign or international tribunal" as including private arbitrations as opposed to state-sponsored arbitral bodies.

¹ Respectively, *In re Application of Operadora DB Mexico, S.A. DE C.V.* 2009 WL 2423138 (M.D. Fla., Aug. 4, 2009); *El Paso Corporation v La Comision Ejecutiva Hidroelectrica Del Rio Lempa* 2009 WL 2407189 (5th Ci., Aug. 6, 2009); *In re Norfolk S. Corp.*, Case No. 09-3092 (USDC N.D. Ill. June 15, 2009).

Comment

Given the lack of uniformity in the interpretation of section 1782, an element of forum shopping may be appropriate. If the US entity against which discovery is sought is located in more than one jurisdiction of US courts, careful consideration should be given to choosing the court in which to launch the application.



Two institutions introduce measures to restore "time saving" as an advantage of arbitration over litigation

The ICC Arbitrator Statement of Acceptance, Availability and Independence

Arbitrators in arbitrations conducted under the auspices of the ICC International Court of Arbitration now have to disclose, prior to their appointment, details as to their current availability as well as the professional engagements and activities which they foresee for the following 12 to 18 months which are likely to require substantial commitment. This requirement comes in the form of a Statement of Acceptance, Availability and Independence of which the wording is such that it will no longer be possible for a prospective arbitrator merely to give general or evasive indications as to their availability, such as "several" or "many" arbitrations since the form includes a table which must be completed with details as to the number of ICC and other arbitrations in which the prospective arbitrator is involved, including details as to whether he or she is the chair, a co-arbitrator or counsel. By requiring prospective arbitrators to disclose such information (although subject always to the principle of confidentiality), it is hoped that they will focus their mind on their true availability. The form also expressly states that the ICC Court will consider the duration and conduct of the proceedings when subsequently fixing an arbitrators fees under Article 2(2) of Appendix III to the Rules.

The International Institute for Conflict Prevention and Resolution introduces accelerated rules

Following its two sets of sector specific expedited rules (the Rules for Expedited Arbitration of Construction Disputes, and Fast Track IT Rules), the International Institute for Conflict Prevention and Resolution has introduced a set of Accelerated Rules which can be used by any appointing authority and institution in an arbitration which the parties wish to conduct on an expedited or accelerated basis. Key features of the new rules include:

- The rules aim to establish in each case a maximum time-frame of six months for rendering an award from the date that the tribunal is selected. This time-frame can only be extended in "extraordinary circumstances" that, in the judgment of the tribunal, are causes beyond the control of the parties or the tribunal.
- Within that umbrella time frame of six months, other relatively short time limits are stipulated such as a time limit of 30 days after the close of the hearing within which to render the award; and a time limit of seven days from notification of the award for applications for its correction.
- Another notable feature is the convening of an Initial Conference within seven days after the selection of the tribunal for the purpose of establishing an efficient, workable and detailed protocol for the conduct of the arbitration on a cost effective and expedited basis. This requires the parties jointly to submit to the tribunal a completed Initial Conference Form providing details as to their views on the conduct of the proceedings. The form must be submitted to the tribunal no later than two days before the Conference which therefore means just a matter of days after the selection of the tribunal.

Those who are included in The Court of Arbitration for Sport's lists of arbitrators are to be prevented from acting as counsel in arbitrations before CAS

The Court of Arbitration for Sport ("CAS") will amend its procedural rules in order to prohibit those on its official lists of arbitrators (from which parties can select an arbitrator to appoint in their CAS arbitration) from also acting as counsel in other cases before it. The amendment will take effect as from 1 January 2010.

Parties who submit their arbitrations to CAS are restricted in their choice of arbitrator(s) to the CAS' two official (football-specific and general) lists of approved arbitrators which are published on its website. The lists include the names of over 150 arbitrators over many jurisdictions and with six languages represented. They are reviewed every four years.

There is currently in the CAS rules nothing to prevent someone whose name is on the CAS arbitrator lists from also acting as counsel in CAS arbitrations. This can give rise to situations in which a party to a CAS arbitration is represented by counsel who has previously been a co-arbitrator with one or more of the tribunal members. Whilst this in itself is not a contravention of the CAS rule that arbitrators must be independent of the parties (R33 Independence and Qualifications of Arbitrators), such a situation leaves the door open for allegations of apparent bias. There have been several challenges to the appointment of arbitrators on that basis. It is hoped that the amendment which will prohibit those on its official lists of arbitrators from also acting as counsel in other cases before the CAS will reduce the risk of challenges to the tribunal and the delay and expense which such challenges bring.

The issue of apparent bias echoes the case of *Hrvatska Elektroprivreda d.d. v the Republic of Slovenia* (ICSID Case No. ARB/05/24) on which we reported in our Spring 2009 International Arbitration Newsletter (Click [here](#) for our article). In that case, an ICSID tribunal requested that a member of the respondent's counsel team cease to participate in the arbitration proceedings on the grounds that he was affiliated to the same barristers' chambers as the President of the tribunal. The tribunal emphasised that although there was no risk of actual impartiality by the President, it agreed with the claimant that there was an appearance of impropriety that could lead a reasonable observer to form a justifiable doubt as to the independence of the President.

LCIA announces new president

Professor William (Rusty) Park has been appointed to succeed Jan Paulsson as President of the LCIA when Mr. Paulsson's term ends in July 2010. This follows Professor Park's appointment in 2008 to the Panel of Arbitrators for the International Centre for Settlement of Investment Disputes.

And finally...

We are sorry to say farewell to Michelle Sindler who has decided, after ten years in Europe, to head back to Australia to focus on arbitration in the Asia-Pacific region. Michelle assures us that she will be in touch and she can be contacted at michelle.sindler@gmail.com.

Olswang's International Arbitration Group



As businesses become more international in scope, increasingly they desire to resolve disputes outside national Courts through arbitration. Our International Arbitration Group has the experience and skills to ensure our clients' disputes are dealt with in the most practical and cost effective way from start to finish - without compromising results.

We represent a wide range of clients from many sectors in arbitrations including IT, telecoms, media, banking, energy, construction and sport. Our Group has expertise in ad hoc arbitrations and in conducting arbitrations under many international arbitration rules such as:

- International Chamber of Commerce (ICC);
- London Court of International Arbitration; (LCIA)
- United Nations Commission on International Trade Law (UNCITRAL);
- World Intellectual Property Organization (WIPO);
- Independent Film & Television Alliance (IFTA), previously known as American Film Marketing Association Arbitration Tribunal (AFMA);
- Football Association Arbitration and Commissions of Enquiry; and
- The Court of Arbitration for Sport.

An arbitration does not end once the award is delivered - it is of no value unless it can be used to generate a tangible recovery. We have extensive experience of enforcing arbitral awards, representing our clients in defending proceedings challenging their awards and, where appropriate, challenging awards on behalf of our clients.

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About Olswang



Olswang is a leading business law firm with a distinctive approach. Our pioneering and problem-solving ethos has established a commanding reputation in the technology, media and real estate sectors, as well as a wide range of other industries.

Founded in 1981, our Firm has grown to a team of over 650, including more than 100 partners, across four European offices. In addition, Olswang has a long-established best friends' network of leading independent law firms throughout the world.

Our Firm continues to be acknowledged as a leading practice in many of our core areas: Olswang was voted TMT Team of the Year 2009 for the second year running at the annual Legal Business Awards; Olswang's Corporate Group won M&A Law Firm of the Year at the M&A Awards 2008 in conjunction with M&A Magazine, and was named Corporate Team of the Year – Mid markets at The Lawyer Awards 2008.

Resourceful drive and a climate of shared knowledge and empowerment are the hallmarks of our meritocratic, unstuffy culture. For the last five years Olswang has been ranked in The Sunday Times 100 Best Companies to Work For and our strong management team is dedicated to the personal and professional development of our people.

Olswang is committed to being a responsible business and has developed Corporate Responsibility programmes that allow us to actively manage the social and economical impact of the Firm's activities. For example, through our Green initiative we recycle almost 90% of our waste and on the 1 May 2009 Olswang achieved CarbonNeutral® accreditation. As part of our Corporate Responsibility strategy we also encourage every member of staff to engage in lasting and meaningful pro bono and volunteering activities, both legal and non legal.

We recruit personalities with a genuine fascination and notable reputation in the sectors they focus on, which is reflected in the quality of our advice. We also understand the importance of achieving our clients' goals and ensure that our advice is, above all else, practical.

From world-class businesses to entrepreneurial startups, the rich diversity of our client base ensures a broader perspective and, as a result, deeper commercial insight. Transactional work is the most obvious feature of the role we perform. However, ongoing non-transactional support is an integral part of our business, and we focus on creating long-term relationships with our clients. We employ a range of proactive initiatives such as client care programmes, secondments, client training and feedback sessions to ensure our client relationships are strong.

At Olswang the passion of our lawyers, the confidence of our approach and the commercial edge to our advice provide a unique and compelling service.

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