

LALIVE



The Swiss Rules of International Arbitration & the Swiss Rules of Commercial Mediation: A Flexible Procedure for Dispute Resolution

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Key features of the Swiss Rules of International Arbitration (1)

- Globally recognised
- Available for all commercial disputes
- Flexible: much room for the parties' choice of:
 - Applicable law
 - Language
 - Number of arbitrators
 - Seat of the arbitration
 - Counsel

Key features of the Swiss Rules of International Arbitration (2)

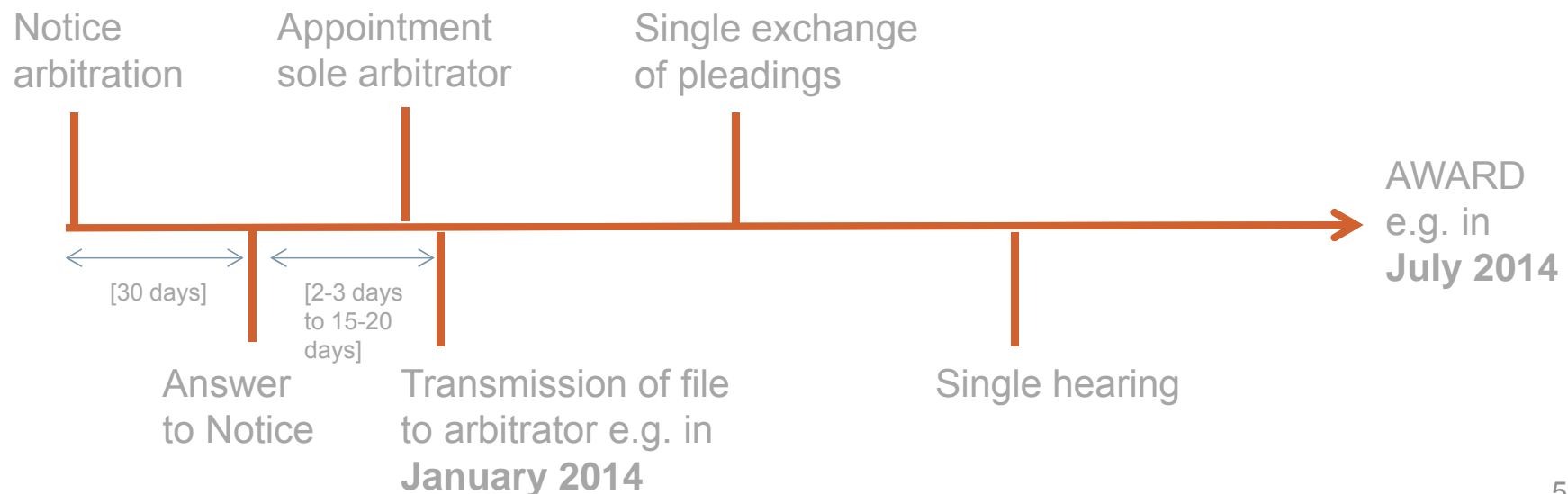
- Light but efficient administration
 - Fast decisions by Committee/Special Committee
 - Appointment of arbitrators
 - Control on fees and costs of arbitrators
 - No administrative costs if dispute \leq CHF2M (GBP1.3 M)

Key features of the Swiss Rules of International Arbitration (3)

- Emergency interim relief available prior to the constitution of the Tribunal
 - E.g. order to maintain status quo, preserve assets, preserve evidence, order delivery of goods, etc.
 - Decision within 15 days
 - Possibility of ex parte preliminary order
 - Requirement to commence arbitration within 10 days
 - Advantages: speed, neutrality, confidentiality

Key features of the Swiss Rules of International Arbitration (4)

- Expedited procedure: Art. 42
 - Chosen by the parties / automatic dispute \leq CHF1M (GBP650K)
 - Award within 6 months (enforced; opting out)



Complementary Rules of Commercial Mediation (1)

- Available for commercial disputes
- Chambers may be seized even absent a mediation agreement
- Appointment of a mediator
 - By the parties
 - If no agreement, by the Chambers: at least three names shortlisted, or directly appointed

Complementary Rules of commercial Mediation (2)

- Med-Arb:

Mediation first, then arbitration

- E.g. if no settlement by mediation within [60] days, settlement of dispute by arbitration
- Or at any time
- Need agreement to arbitrate and a dispute
- Award on agreed terms
- Mediator cannot act as arbitrator, unless the parties expressly agree

Complementary Rules of commercial Mediation (3)

- Arb-Med:

Arbitration started first, then mediation

- At any time
- Award on agreed terms
- Arbitrator cannot act as mediator, unless the parties expressly agree
- Arbitrator as a settlement facilitator
 - Common in civil law jurisdictions
 - Requires agreement and specific waivers

Thank you

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