IBA ARBITRATION COMMITTEE

RECOGNITION AND ENFORCEMENT OF ARBITRAL AWARDS SUBCOMMITTEE

COUNTRY REPORT ON LOCAL REQUIREMENTS FOR THE VALIDITY OF THE ARBITRAL AWARD

ENGLAND & WALES

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I. General questions		**(Yes/No /NA)**	**Additional comments, if any.**
I.1	**Has the country that you are reporting about adopted the UNCITRAL Model Law?**	No	The Arbitration Act 1996 (c.23) applies to arbitrations seated in England & Wales[1] (the "**AA96**"), which are the concern of this Report.[2] The UNCITRAL Model law has not been adopted, although the AA96 was influenced by and reflects the Model Law in a number of respects. When drafting the AA96, the Departmental Advisory Committee on Arbitration Law, set up by the Department of Trade and Industry (the "**DAC**") considered that "*the solution was not the wholesale adoption of the Model Law*" but "*very close regard was paid to the Model Law, and it will be seen that both the structure and the content […] owe much to this model*" (February 1996 Report (the "**DAC Report**") ¶4). The DAC Report (and its January 1997 supplement) are of considerable assistance in interpreting the AA96.

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1 And Northern Ireland. Part I of the AA96 applies to arbitration agreements (and to any other agreements between the parties in this connection) which are in writing: s5(1). The stipulation is interpreted generously (s5(2)-(6)). Oral agreements to arbitrate are valid under English (common) law but Part I does not apply. Given their rarity, they are not considered further in this Report.

2 And, in certain respects, to arbitrations seated outside England & Wales or Northern Ireland or where no seat has been designated or determined (s2(1)-(3)). Unless otherwise specified, all references in this Report to sections are to sections of the AA96.

I.2	**Is it required for the award to result from an agreement to arbitrate?**	Yes	Fundamentally, an agreement to arbitrate underlies the jurisdiction of an English-seated[3] tribunal. Part I of the AA96 is entitled 'Arbitration pursuant to an arbitration agreement'. An "*arbitration agreement*" is defined as "*an agreement to submit to arbitration present or future disputes (whether they are contractual or not)*" (s6(1)).
I.2.a	If your answer to question I.2 is yes, must the agreement to arbitrate be transcribed into the award?	No	The parties are free to agree the form the award must take (s52(1)) and may do so by agreeing to the rules of an arbitral institution.[4] There is no statutory requirement to transcribe the arbitration agreement into it. Nevertheless, it is common practice to set out the agreement which is the basis of the tribunal's jurisdiction. See also **VII.** below on the tribunal's duty to give reasons.
I.2.b	Must the agreement to arbitrate be attached to the award?	No	See **1.2.a**.
I.2.c	If your answer to question I.2.b is yes, would a copy of the agreement to arbitrate be sufficient?	NA	—
I.2.d	If your answer to question I.2.c is no, is it necessary to attach an original version of the arbitration agreement?	NA	—
I.3	**Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?**	Yes	Although AA96 itself offers no express definition, a distinction is made in the case law between a decision which deals with the substance (an award) and a decision which deals with procedural issues (not an award). This distinction is significant because only an award can be challenged or appealed under ss67-69 of the AA96 (see, e.g., ZCCM Investments Holdings Plc v Kansanshi Holdings Plc [2019] EWHC 1285 (Comm) [39]-[40]). In some circumstances, the distinction between the two – which is a test of objectively-

[3] Henceforth, and in the interests of concision, we will generally refer to 'England' and 'English-seated' tribunals. References to the 'Court(s)' are to the English Court(s).

[4] As will become clear in this Report, the AA96 often provides for party choice when it comes to the manner in which an arbitration is conducted. For the avoidance of doubt, 'party choice' includes, but is not limited to, the adoption of institutional rules. As set out at fn1, s5(1) requires that party agreements in this regard be in writing for them to be effective for the purposes of Part I AA96.

			ascertained substance over form – can be hard to draw.
I.3.a	If your answer to question I.3 is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	Yes	Ultimately, although the tribunal's own description of its decision is relevant to determining whether a decision is an award or not, it is not decisive as to this question of substance. Subject to the preceding answer, there is also some judicial support for the proposition that "*it could be that a procedural or evidential decision raises a question of such principle or importance that an interim award would be appropriate*" (Rix J in Charles M Willie & Co (Shipping) Ltd v Ocean Laser Shipping Ltd (The Smaro) [1999] 1 Lloyd's Rep 225, 247).
I.4	**Must the award comply with certain minimal formal requirements?**	Yes	Unless the parties agree otherwise, the form of the award falls within the tribunal's discretion and is subject to limited statutory requirements (s52): it shall (i) be in writing signed by all the arbitrators or all those assenting to the award; (ii) contain the reasons for the award (unless it is an agreed award or the parties have agreed to dispense with reasons); and (iii) state the seat of the arbitration and the date when it was made.
I.4.a	If your answer to question I.4 is yes, is it required for the award to be an authenticated original award?	No	(See further **IV.4 – 5**).
I.4.b	If your answer to question I.4 is yes, is it required for the award to be in writing?	Yes	See **I.4**. s52(3) requires an award to be in writing, unless the parties agree otherwise (s52(1)). In practice, agreeing to an oral award is rare.
I.4.c	If your answer to question I.4 is yes, is it required for the award to be a reasoned instrument?	Yes	See **I.4**. "*The award shall contain the reasons for the award unless it is an agreed award or the parties have agreed to dispense with reasons*" (s52(4)). Although it is clear that a tribunal must explain why it has the decided the essential issues in the way which it has, there may be scope for disagreement as to what constitutes adequate reasons in a particular case. See further **VIII.** below.
I.4.d	If your answer to question I.4 is yes, is it required for the award to indicate the place of arbitration?	No	See **I.4**. There is no obligation to state the place(s) in which the proceedings may physically have been conducted. It is required, however, to state the seat of arbitration, i.e. England for an English-seated

			arbitration to which the AA96 applies, unless the parties have agreed otherwise (s52(5)).
I.4.e	If your answer to question I.4 is yes, is it required for the award to specify the date of the award?	Yes	See **I.4**. Unless the parties have agreed otherwise, this is also required by s52(5).
I.4.f	If your answer to question I.4.e is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?	No	Not necessarily. Pursuant to s54, the parties may agree the date or, if there is no such agreement, the tribunal may decide what is to be taken as the date of the award. In the absence of such a decision, the date is indeed the date on which the last or only arbitrator signed.
I.4.g	If your answer to question I.4.f is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	See comment.	See **I.4.f**. The date of the award may in principle be that of such an institutional confirmation if the parties have so agreed (which, as noted in footnote 4 above, may be by agreeing to the arbitral rules of the institution).
I.4.h	If your answer to question I.4.g is no, is the date of the award the same date when the award was sent to the parties?	No	—
I.5	**Are partial awards permitted?**	Yes	—

I.5.a	If your answer to question I.5 is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?		The AA96 does not use the term 'partial award' but, subject to the agreement of the parties, s47 gives the tribunal such a power to dispose of certain issues in an award whilst deliberately leaving others to be determined by subsequent award(s): "*(1) Unless otherwise agreed by the parties, the tribunal may make more than one award at different times on different aspects of the matters to be determined. (2) The tribunal may, in particular, make an award relating – (a) to an issue affecting the whole claim, or (b) to a part only of the claims or cross-claims submitted to it for decision. (3) If the tribunal does so, it shall specify in its award the issue, or the claim or part of a claim, which is the subject matter of the award*." Whether to make a partial award and for which issues is a matter for the tribunal's discretion. DAC Report, ¶230: "*we have tried to make clear in [s47] that the tribunal is empowered to proceed in this way. This is an aspect of the duty cast upon the tribunal to adopt procedures suitable to the circumstances of the particular case, which is set out in [s]33(1)(a). We would encourage arbitrators to adopt this approach in any case where it appears that time and money will be saved by doing so, and where such an approach would not be at the expense of any of the other requirements of justice*."
I.6	**Are rectificative or interpretative additional awards permitted?**	Yes	The AA96 does not quite use the terminology of the question. In s57, a distinction is made between a correction of an award and an additional award dealing with an overlooked claim (the latter is distinct from when the tribunal deliberately elects to issue separate awards on different issues under s47 – see **I.5.a** above). The comments below assume that a 'rectificative award' means an additional award in this English sense and an 'interpretative award' is a correction. The parties are free to agree on the tribunal's powers to make corrections or additional awards (s57(1)). They may do so by agreeing to arbitrate under arbitral rules which provide mechanism(s) to correct, amend or supplement an award. To the extent there is no such agreement, by default, the tribunal may "*(a) correct an award so as to remove any clerical mistake or error arising from an accidental slip or omission or clarify or remove any ambiguity in the award, or (b) make an additional award in respect of any claim (including a claim for interest or costs) which was presented to the tribunal but was not dealt with in the award*" (s57(3)). The parties should first have a reasonable

			opportunity to make submissions (also s57(3)). There is no statutory provision to enable correction by the tribunal of deliberate substantive findings, e.g. for the tribunal to change its mind, after handing down the award, on an issue already decided.
I.6.a	If your answer to question I.6 is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	Yes	See **I.6.b**.
I.6.b	If your answer to question I.6.a is yes, which is the deadline?	—	Any application by a party must be made within 28 days of the date of the award or longer by agreement (s57(4)). Any correction must be made within 28 days of the application's receipt by the tribunal (or, if the correction is at the tribunal's own initiative, within 28 days of the date of the award) or longer by agreement (s57(5)). An additional award, i.e. one dealing with a claim which was overlooked in the award, must be made within 56 days of the date of the award or longer if agreed (s57(6)).
I.6.c	If your answer to question I.6 is yes, is the relevant additional award considered to be part of the initial award?	See comment.	A correction is part of the initial award (s57(7)). The AA96 is silent as to whether an additional award dealing with an overlooked claim is a separate award, but there are indications in the case law that it is separate: see, e.g., Cadogan Maritime Inc v Turner Shipping Inc [2013] EWHC 138 (Comm).
I.6.d	If your answer to question I.6.c is no, is the relevant additional award considered to be a separate award from the initial award?	—	See **I.6.c**.
I.6.e	If your answer to question I.6 is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?	—	An additional award may be issued when there has been "*any claim (including a claim for interest or costs) which was presented to the tribunal but was not dealt with in the award*" (s57(3)(b)).
I.6.f	If your answer to question I.6 is yes, please briefly explain (in the comments column) in which cases can an interpretative award be issued?	—	Such an award can be issued to correct a clerical slip, error or omission, as well as to clarify the award. "*Section 57 is dealing not merely with slips and other such mistakes but with substantive clarifications and the removal of ambiguities, both of which are likely to be of potential importance if*

			required" (McLean Homes South East Ltd v Blackdale Ltd (TCC, 2 November 2001, unreported) [19]).
I.7	**Are interim or preliminary awards permitted?**	Yes	s39(1) provides that "*the parties are free to agree that the tribunal shall have power to order on a provisional basis any relief which it would have power to grant in a final award*." s39(4) is express that "*Unless the parties agree to confer such power on the tribunal, the tribunal has no such power*." See further DAC Report ¶¶200-203. Although the AA96 permits awards that are provisional pending the final award (if the parties agree), it deliberately avoids the use of the term 'interim award' because of its ambiguity between partial awards and provisional awards. DAC Report, ¶233: "*we have been careful to avoid use of the term 'interim award', which has become a confusing term, and in its most common use, arguably a misnomer*." There is also judicial warning against tribunals using the "*misnomer*" 'interim award': "*the term is a constant source of confusion and should be abandoned*." (Lorand Shipping Ltd v Davof Trading (Africa) BV (The Ocean Glory) [2014] EWHC 3521 (Comm) [6], [8]). Instead, the term 'provisional award' is to be preferred. See also **I.5.a** above regarding partial awards, which are distinct from provisional awards (DAC Report, ¶202: "*There is a sharp distinction to be drawn between making provisional or temporary arrangements, which are subject to reversal when the underlying merits are finally decided by the tribunal; and dealing severally with different issues or questions at different times and in different awards*".)
I.7.a	If your answer to question I.7 is yes, are decisions on choice of law subject to an interim award?	See comment.	s39(2) of the AA96 itself gives only the (non-exhaustive) examples of "*(a) a provisional order for the payment of money or the disposition of property as between the parties, or (b) an order to make an interim payment on account of the costs of the arbitration.*" In principle, a decision on choice of law could first be made in a provisional award – provided the parties agree to give the power to make such provisional awards – since the tribunal would be awarding on a provisional basis something which it could award on a final basis (see s39(1)) and answer to **I.7** above). However, in practice, circumstances

			in which it would be effective to issue a provisional award on choice of law are likely to be rare. The tribunal may alternatively manage the proceedings to give a partial award to finally determine the issue earlier – see **I.5.a** above. Overall, the power to make a provisional award or order is more likely to be deployed "*where cash flow is of particular importance*" (see DAC Report ¶203) and/or where it is clear that at least part of the sums claimed will be due (see, e.g., American Energy Group Ltd v Hycarbex Asia Pte Ltd (in liq) [2014] EWHC 1091 [39]).
I.7.b	If your answer to question I.7 is yes, are decisions on liability subject to an interim award?	See comment.	See **I.7.a** above.
I.7.c	If your answer to question I.7 is yes, are decisions on the interpretation of a particular provision subject to an interim award?	See comment.	See **I.7.a** above.
I.7.d	If your answer to question I.7 is yes, is the enforcement of interim awards somehow conditioned to the rendering of the final award?	See comment.	AA96 s39(3) states that "*[a]ny such [provisional] order shall be subject to the tribunal's final adjudication; and the tribunal's final award, on the merits or as to costs, shall take account of any such order*." Should a party fail to comply with a tribunal's provisional order/award, the other party may seek first a peremptory order under s41 from the tribunal and then, in the event of non-compliance, an order from the Court requiring compliance under s42 prior to issuance of the final award (see, e.g., Pearl Petroleum Co Ltd v Kurdistan Regional Government of Iraq [2015] EWHC 3361 (Comm) [17]-[27]).
I.8	**Are awards by consent accepted?**	Yes	s51: "*(1) If during arbitral proceedings the parties settle the dispute, the following provisions apply unless otherwise agreed by the parties. (2) The tribunal shall terminate the substantive proceedings and, if so requested by the parties and not objected to by the tribunal, shall record the settlement in the form of an agreed award. (3) An agreed award shall state that it is an award of the tribunal and shall have the same status and effect as any other award on the merits of the case*."

I.8.a	If your answer to question I.8 is yes, is there any additional requirement to render awards by consent?	No	Unless otherwise agreed by the parties, the same requirements apply to an award by consent: ss52-58 apply equally to an "*agreed award*" (s51(4)). But note that the tribunal is not obliged to record a settlement in the form of an agreed award if the tribunal objects (s51(2)).
I.8.b	If your answer to question I.8.a is yes, please provide a brief description (in the comments column) regarding such additional requirements.	NA	—
I.9	**Are default awards accepted?**	See comment.	The parties are free to agree on the powers of the tribunal in the event a party fails to participate (s41(1)). Subject to the parties' freedom of agreement, the tribunal has certain statutory powers: - to make an award dismissing the claim "*[i]f the tribunal is satisfied that there has been inordinate and inexcusable delay on the part of the claimant in pursuing his claim and that the delay—(a) gives rise, or is likely to give rise, to a substantial risk that it is not possible to have a fair resolution of the issues in that claim, or (b) has caused, or is likely to cause, serious prejudice to the respondent*" (s41(3) – see TAG Wealth Management v West [2008] EWHC 1466 (Comm) [48]); or - to continue proceedings and make an award on the basis of the evidence before it if a party fails to make oral or written submissions (s41(4) – see Konkola Copper Mines Plc v U&M Mining Zambia Ltd [2014] EWHC 2374 (Comm)). The tribunal's general s33 duty applies to "*(a) act fairly and impartially as between the parties, giving each party a reasonable opportunity of putting his case and dealing with that of his opponent, and (b) adopt procedures suitable to the circumstances of the particular case, avoiding unnecessary delay or expense, so as to provide a fair means for the resolution of the matters falling to be determined*." Hence, whether a default award should be issued will depend on whether such a course of action can satisfy the tribunal's general duty in the circumstances of the case. For example, if the defendant refuses to participate, the tribunal may consider it necessary to hold a hearing in its absence, whilst affording the defendant the equal

			opportunity to participate and present submissions – if so, the claimant would still bear the applicable burden of proving its case to the tribunal's satisfaction. Separately, in circumstances where a party fails to comply with an order or direction of the tribunal, the tribunal may make a peremptory order, e.g. an 'unless order' (s41(5)). If the party then fails to satisfy the peremptory order by the deadline, the tribunal may (a) strike out the allegation or evidence in issue; (b) draw an adverse inference; (c) proceed to an award on the basis of the materials properly available; or (d) make a costs order (s41(7)). If (and only if) the failure is of the claimant to provide security for costs as ordered, the tribunal may then make an award dismissing the claim (s41(6)). So, unless there is default by the claimant in providing security for costs if ordered, there is no general power to dismiss a claim without more, that being considered "*too draconian*" a response (DAC Report, ¶211).
I.9.a	If your answer to question I.9 is yes, should the award be rendered in a form of a partial award?	See comment.	See **I.5.a** above regarding partial awards. We understand the term 'partial' award to refer to an award which disposes finally of the issue which is its subject matter, but does not deal with all the issues to be disposed of in the case. Hence, a partial award is a species of final award. A final award, however, can be contrasted with an interim, i.e. provisional, award (see **I.7** above). Subject to the agreement of the parties, the tribunal has the power to make separate awards at different times on different issues. Whether a partial award would be appropriate in the circumstances would fall within the tribunal's discretion. In practice, in most cases in which one side is not participating, it would seem that proceeding to issue a series of partial awards is unlikely to satisfy the tribunal's s33 duty to avoid "*[…] unnecessary delay or expense*", but it is possible.
I.9.b	If your answer to question I.9.a is no, should the award be rendered in a form of a final award?	See comment.	We understand a 'partial award' to be a species of final award (i.e. final with respect to the issues dealt with in the partial award). The question, however, appears to refer to a 'final award' in a different sense, i.e. as the concluding substantive award in an arbitration, upon which all claims in the case are determined and the tribunal is *functus officio* with respect to merits and quantum.

			In practice – subject to circumstances – when a party is failing to participate, it is most likely that issuing such a single final award to determine all the claims at once is the most effective procedure. But a different approach is in principle possible – see **I.9.a** above
I.9.c	If your answer to question I.9.b is no, should the award be rendered in a form of an interim award?	See comment.	See **1.7** above, for our understanding of 'interim award' as a provisional award. Whether a provisional award would be appropriate in circumstances where a party is not participating is a matter for the tribunal's discretion.
I.9.d	If your answer to question I.9 is yes, must particular notification requirements be met?	See comment.	There are no special notification requirements beyond the norm (see **IV.** below). But, as ever, the tribunal's s33 duty should be borne in mind: "*(a) act fairly and impartially as between the parties, giving each party a reasonable opportunity of putting his case and dealing with that of his opponent […]*". [emphasis added]
I.9.e	If your answer to question I.9 is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	See comment.	There is no specific requirement to document the steps taken, provided each party has been given a reasonable opportunity as a matter of fact. However, given the tribunal's general duty to "*giv[e] each party a reasonable opportunity of putting his case*" (s33(1)(a)), it will be prudent to outline such steps in the award.
I.10	**Is there a time limit requirement to render the award?**	See comment.	Generally, there is no specific statutory time limit, with three exceptions: (i) when an award is remitted by the Court following a successful appeal/challenge, the tribunal must make a fresh award "*within three months […] or such longer or shorter period as the court may direct*" (s71(3)); (ii) subject to the parties agreeing a longer period, any correction of the award must be made within 28 days of the application or, if on the tribunal's own initiative, the date of the award (s57(5)); (iii) again subject to the parties' right to agree a longer period, any additional award (under s57(3)(b)), i.e. dealing with a claim presented to the tribunal but not dealt with in the award, must be made within 56 days of the original award (s57(6)). See **I.6.b** above The general duty of the tribunal does, however, require it to avoid "[…] *unnecessary delay*" (s33), and so to produce the award reasonably promptly. An arbitrator may be removed on application by a party to the Court for failing "*to use all reasonable despatch in […] making an award*" (s24(1)(d)(ii))

			and unnecessary delay may amount to a serious irregularity to challenge the award under s68 (BV Scheepswerf Damen Gorinchem v Marine Institute (The Celtic Explorer) [2015] EWHC 1810 (Comm) [13], [32]-[34]). Any time limit in the arbitration agreement or applicable arbitral rules must also be respected, subject to an extension by the parties, by arbitral process or by court order on application by a party or the tribunal (s50; see also s79 for the Court's general power to extend time limits).
I.10.a	If your answer to question I.10 is yes, please specify (in the comments column) what is the relevant time limit.	NA	—
I.11	**Are arbitrators required to meet certain qualifications?**	No	English law does not require that an arbitrator need have any particular qualification to be appointed. The parties, however, are free to agree upon qualifications of the arbitrator(s) (see, e.g., Allianz Insurance Plc (formerly Cornhill Insurance Plc) v Tonicstar Ltd [2018] EWCA Civ 434). If they do so agree, the Court may remove an arbitrator who fails to possess the qualification required by the agreement (s24(1)(b)) and the Court will have regard to any agreed qualifications if appointing an arbitrator (s19). Qualifications aside, on appointment, an arbitrator must fulfil his or her general duty under s33 to provide a fair means of resolving the dispute.
I.11.a	If your answer to question I.11 is yes, please provide a list (in the comments column) of such requirements.	NA	—
II. Language		**(Yes/No /NA)**	**Additional comments, if any.**
II.1	**Is it required for the award to be written in the language of the arbitral proceeding?**	No	Subject to the parties right to agree[5] (s34(1); s52(1)), and the tribunal's general duty of fairness (s33), the tribunal may decide the language of the award. Subject to the same provisos, the AA96 provides that "*[i]t shall be for the tribunal to decide all procedural and evidential matters*" (s34(1)), and that this expressly includes "*the language or languages to be used in the proceedings and*

[5] Which includes the adoption of institutional rules – see fn4.

			whether translations of any relevant documents are to be supplied" (s34(2)(b)). The starting point must be that the award is comprehensible to the parties.
II.1.a	If your answer to question II.1 is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	See comment.	See **II.1**. The tribunal is obliged to implement an agreement between the parties as to the language(s) of the award.
II.1.b	If your answer to question II.1.a is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	Yes	See **II.1**. When exercising its discretion, the tribunal is likely to consider the language(s) used in the proceedings.
II.1.c	If your answer to question II.1 is no, should the language of the award be that of the arbitration agreement?	—	Not necessarily, but when exercising its discretion the tribunal is likely to consider the language used in the arbitration agreement. Further, the tribunal is obliged to implement any agreement between the parties as to language, including any agreement contained in the arbitration agreement itself. See **II.1** also.
II.1.d	If your answer to question II.1 is no, should the language of the award be that of the underlying agreement?	—	Not necessarily, but as for **II.1.c**, the arbitrators may consider the language of underlying agreement when deciding upon the language of the award.
II.1.e	If your answer to question II.1 is no, should the language of the award be that of the seat of arbitration?	—	Not necessarily, but, as above, this may be a factor weighed in the tribunal's decision on this issue.
II.1.f	If your answer to question II.1 is no, should the language of the award be the language of the parties' nationality?	—	See **II.1.e**.
II.2	**Are there any circumstances that must be taken into consideration in order to determine the language of the award?**	No	In practice, and depending on the circumstances of the case, the (non-exhaustive) considerations set out in **II.1.b-f** above and **II.2.b-f** below may all weigh in the exercise of the tribunal's discretion. As set out at **II.1**, the starting point must be that the award is comprehensible to the parties.
II.2.a	If your answer to question II.2 is yes, should the language of the award be understandable by all of the arbitrators?	—	In principle, the language of the award need not be understood by all of the arbitrators provided that they are all still able to fully participate in decision-making and fully understand the decision that has been made. For example, this could be achieved by means of translation.

			However, in practice, this is much more easily achieved when the language of the award is understood by all of the tribunal members and reduces the risk that one of the parties will assert that one or more of the tribunal was disadvantaged in the decision-making process.
II.2.b	If your answer to question II.2 is yes, should the language of the award have a link to the dispute?	—	See **II.2**.
II.2.c	If your answer to question II.2 is yes, should the language of the award have a link to the parties?	—	See **II.2**.
II.2.d	If your answer to question II.2 is yes, should the language of the award have a link to the dispute?	—	See **II.2**.
II.2.e	If your answer to question II.2 is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	—	See **II.2**.
II.2.f	If your answer to question II.2 is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	—	See **II.2**.
II.3	**Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?**	Yes	This falls within the tribunal's discretion. See **II.1**.
II.3.a	If your answer to question II.3 is no, when the parties have made a quote in a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	—	Again, this is within the tribunal's discretion.
II.3.b	If your answer to question II.3.a is no, should a translator translate the quote?	—	Same answer as **II.3.a**.
II.3.c	If your answer to question II.3.b is yes, should that translator be selected by the arbitrators?	—	Same answer as **II.3.a**.
II.3.d	If your answer to question II.3.c is no, should the translator be selected jointly by the parties?	—	Same answer as **II.3.a**.

II.3.e	If your answer to question II.3.b is no, should one of the parties translate the quote?	—	Same answer as **II.3.a**.
II.3.f	If your answer to question II.3.e is yes, should the arbitrators select the party which will translate the quote?	—	Same answer as **II.3.a**.
II.3.g	If your answer to question II.3.b is yes, is there any specific requirement regarding the person who can translate the text (*ie.* sworn translator)?	—	Same answer as **II.3.a**.
III. Signature, date and place		**(Yes/No /NA)**	**Additional comments, if any.**
III.1	**Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?**	No	An electronic signature is capable of satisfying the statutory requirement for a signature. Although we are unaware of an English case specifically considering the validity of an arbitrator's electronic signature, as a general principle English law looks to function rather than form, i.e. asks the question whether including the electronic data demonstrated an intent thereby to authenticate the document. The arbitrator's insertion of a scanned manuscript signature or an electronic simulacrum of a manuscript signature will normally evidence this intention.
III.1.a	If your answer to question III.1 is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	Yes	See **III.1**.
III.1.b	If your answer to question III.1 is yes, is it required to use a specific ink color to sign the award?	NA	(Subject to the parties' right to make a specific agreement, there is no English law requirement as to such things as ink colour.)
III.1.c	If your answer to question III.1.b is yes, please specify (in the comments column) the ink color that must be used.	NA	—
III.2	**In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?**	Yes	Subject to the parties agreeing otherwise, s52(3) requires that the award be "*signed by all the arbitrators or all those assenting to the award*." [emphasis added]

III.2.a	If your answer to question III.2 is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	No	There is no formal requirement, but it is common practice to make clear that the award is being made by majority.
III.3	**In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?**	Yes	A dissenting arbitrator may sign the award, but it is not required. s52(3) requires only that the award be "*signed by all the arbitrators or all those assenting to the award*." [emphasis added] DAC Report, ¶251: "*An earlier draft of this subsection had only stipulated that all arbitrators assenting to an award sign it. It was pointed out to the DAC, however, that (for whatever reason) some dissenting arbitrators may not wish to be identified as such, and that the provision should therefore be amended to provide for this*."
III.3.a	If your answer to question III.3 is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	No	See **III.3**.
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	But the non-dissenting arbitrators may choose to do so.
III.4	**In the case of unanimous decision, are all arbitrators required to sign the award?**	Yes	Subject to the parties agreeing otherwise, s52(3) requires that the award be "*signed by all the arbitrators or all those assenting to the award*."
III.4.a	If your answer to question III.4 is no, would the signature of the president of the Arbitral Tribunal suffice?	NA	—
III.5	**Is initialling of all the pages of the award required?**	No	There is no English law requirement to initial pages of an award.
III.5.a	If your answer to question III.5 is yes, is initialling required from all of the members of the arbitral tribunal?	NA	—
III.5.b	If your answer to question III.5 is yes, is it permitted for only some of the arbitrators to comply with such requirement?	NA	—

III.5.c	If your answer to question III.5 is no, is initialling of all the pages permitted?	Yes	See **III.5**.
III.6	**In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?**	No	There is no such additional requirement for a dissenting opinion. See **III.5**.
III.6.a	If your answer to question III.6 is no, is initialling of the award by the dissenting arbitrator permitted?	Yes	Initialling is neither prohibited nor required. See **III.5**.
III.7	**Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?**	No	s53: "*Unless otherwise agreed by the parties […] any award in the proceedings shall be treated as made there, regardless of where it was signed, despatched or delivered to any of the parties*." No arbitrator need enter the physical jurisdiction.
III.7.a	If your answer to question III.7 is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	Yes	There is no longer a requirement for the arbitrators to sign the award in the presence of the others. In practice, arbitrators often do not meet to sign the award.
III.7.b	If your answer to question III.7.a is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	NA	—
III.7.c	If your answer to question III.7 is yes, would this requirement also apply to cases where electronic signature is permitted?	NA	—
III.7.d	If your answer to question III.7 is no, would there be any difficulty or problem in not physically signing the award at the place of arbitration?	No	There is no issue. See **III.7**.
III.8	**Is there any additional signature requirement applicable to the jurisdiction you are reporting about?**	No	There is no requirement for the signature to be witnessed. Nor any requirement for the signature to take a particular form.
III.8.a	If your answer to question III.8 is yes, please indicate the requirement in the comments section.	NA	—
III.9	**Is it required for the arbitral award to bear the date?**	Yes	Unless otherwise agreed by the parties, s52(5) will apply: "*The award shall state […] the date when the award is made*."

III.9.a	If your answer to question III.9 is yes, should each arbitrator state the effective date when he/she signed the award?	No	There is no obligation for each arbitrator to date his/her individual signature, although they are free to do so and commonly do.
III.9.b	If your answer to question III.9.a is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	No	Not necessarily. Pursuant to s54, the parties may agree the date or, if there is no such agreement, the tribunal may decide what is to be taken as the date of the award. In the absence of such a decision, the date is indeed the date on which the last or only arbitrator signed (s54(2)).
III.9.c	If your answer to question III.9.a is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	NA	(There is no stipulation as to the calendar to be used or format of expressing the date.)
III.9.d	If your answer to question III.9.c. is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	NA	See **III.9.c**.
III.9.e	If your answer to question III.9.d is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	NA	See **III.9.c**.
III.9.f	If your answer to question III.9.e is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	NA	See **III.9.c**.
III.9.g	If your answer to question III.9.f is no, should the arbitrators choose between the relevant calendar systems?	NA	See **III.9.c**.
III.9.h	If your answer to question III.9 is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	NA	See **III.9.c**.
III.9.i	If your answer to question III.9.h is yes, what format should the arbitrators use (i.e. Month day, year)?	NA	See **III.9.c**.
III.9.j	If your answer to question III.9.h is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	NA	See **III.9.c**.

III.10	**Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?**	Yes	Subject to agreement by the parties, s54(1) places the date of the award in the tribunal's discretion.
III.11	**Are the arbitrators free to choose the date in which their award will become effective?**	Yes	Unless the parties agree otherwise, the tribunal may decide (s54(1)).
III.11.a	If your answer to question III.11 is no, would the award be deemed effective on the date of the last signature?	See comment.	Yes, if the parties or tribunal do not decide another date (s54(2)).
III.11.b	If your answer to question III.11.a is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	NA	—
III.12	**Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?**	Yes	Unless otherwise agreed by the parties, the award is required to state the seat of arbitration, i.e. England for an arbitration to which Part I of the AA96 applies (s52(5)). It is not, however, necessary to state the location/place(s) in which the proceedings may physically have been conducted.
III.12.a	If your answer to question III.12 is no, are arbitrators required to state the physical place where they were located during the proceedings?	No	There is no obligation to state the physical place(s) in which the proceedings may have been held (as distinct from the legal seat).
III.12.b	If your answer to question III.12.a is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	No	Further, s53 provides that "*[u]nless otherwise agreed by the parties, where the seat of the arbitration is in England and Wales or Northern Ireland, any award in the proceedings shall be treated as made there, regardless of where it was signed, despatched or delivered to any of the parties.*" Hence, an arbitrator need not be physically in the jurisdiction of England & Wales when signing etc. for the award to be treated as if made in England & Wales.
III.13	**Are arbitrators or the arbitral institution required to stamp the award?**	No	Unless the parties have agreed otherwise.
III.13.a	If your answer to question III.13 is yes, is there a specific stamp that should be used?	NA	—

III.13.b	If your answer to question III.13 is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	NA	—
III.14	**Are arbitrators or the arbitral institution required to bind the award?**	No	Again, unless the parties have agreed otherwise.
III.14.a	If your answer to question III.14 is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	NA	—
IV.	**Notification of the award**	**(Yes/No /NA)**	**Additional comments, if any.**
IV.1	**Are there any specific required means for the notification of the award?**	No	s55(1) of the AA96 provides that the parties are free to agree on the requirements as to notification of the award. The arbitration agreement/any incorporated institutional rules may make specific provision. Where there is no party agreement, the default position under the AA96 is that copies of the award must be served on all parties without delay after the award is made (s55(2)), although such duty is subject to the right of the tribunal under s56 to withhold the award in the case of non-payment of its fees and expenses (s55(3))). As for the mode of service, s76(1) provides that the parties are free to agree on the manner of service. If there is no such agreement, a document may be served "*by any effective means*" (ss76(2) and 76(3)). In Zwiebel v Konig [2009] EWCA Civ 892, the English Court of Appeal suggested (*obiter*) that notification of an award could be given directly or indirectly and that notification by letter from the respondent's solicitors was an effective method of indirect notification under the AA96.
IV.1.a	If your answer to question IV.1 is yes, is it required for the award to be notified through judicial assistance?	NA	—
IV.1.b	If your answer to question IV.1 is yes, is it required for the award to be notified through a public notary?	NA	—

IV.1.c	If your answer to question IV.1 is yes, is it required for the award to be notified through judicial assistance?	NA	—
IV.2	**Is it permitted for the relevant arbitration institution to perform the notification of the award?**	Yes.	See **IV.1** above. Under the AA96, the parties are free to agree between themselves the requirements for notification of the award (s55(1)). The parties are also free to agree the manner in which documents, including the award, are served on them. In the absence of such agreement, service may be done "*by any effective means*". (See ss76(1)-76(3).)
IV.3	**In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?**	No.	See **IV.1** above.
IV.3.a	If your answer to question IV.3 is no, is it permitted for the arbitrators themselves to notify the award to the parties?	Yes	See **IV.1** above.
IV.4	**In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?**	See comment.	The answer depends on the institution and the rules. For example: - The ICSID Arbitration Rules require the ICSID Secretary-General to dispatch a certified copy of the award to each party, indicating the date of dispatch on the authenticated original text of the award deposited in the archives of ICSID and on all copies (see further Rule 48(1)). - The LCIA Arbitration Rules require the sole or presiding arbitrator to deliver the award to the LCIA Court, which shall transmit to the parties the award authenticated by the Registrar as an LCIA award. Such transmission may be done by any electronic means, in addition to paper form (if requested by any party) (see further Article 26.7). - The ICC Arbitration Rules require the ICC Secretariat to notify to the parties the text of the award signed by the tribunal (see further Article 35(1)). - The SCC Arbitration Rules require the tribunal to deliver a copy of the award to

			each of the parties and the SCC without delay (see further Article 42(4)).
IV.4.a	If your answer to question IV.4 is no, are arbitrators themselves permitted to notify the award to the parties?	Yes	See **IV.4** above.
IV.5	**Is it required to provide each of the parties with an original version of the award?**	See comment.	s55(1) of the AA96 provides for the parties to agree the requirements as to notification of the award. If the parties have agreed for certain institutional rules to apply, for example, such rules may require that the parties be provided with an original award. In the absence of any agreement between the parties, "*copies of the award*" are to be served on all parties (s55(2)). Nevertheless, it is common for each party to receive an original award.
IV.5.a	If your answer to question IV.5 is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	NA	—
IV.5.b	If your answer to question IV.5.a is no, would it be required to provide one original version of the award to respondents and one to claimants?	NA	—
IV.5.c	If your answer to question IV.5 is yes, is it required for the award to be authenticated?	NA	(NB authentication is not a concept with a clear meaning in English law. It "*probably add[s] nothing to the ordinary rules of evidence concerning proof of documents* […]": Rainstorm Pictures Inc v Lombard-Knight [2014] EWCA Civ 356 [2] (quoting from Mustill and Boyd, *The Law and Practice of Commercial Arbitration in England* (2nd edn) page 425)).
IV.6	**Is it required to provide each of the arbitrators with an original version of the award?**	No	—
IV.6.a	If your answer to question IV.6 is no, would it be required to provide one original of the award for the arbitral tribunal?	No	—

IV.6.b	If your answer to question IV.6.a is no, should a copy of the award be provided to the arbitral tribunal?	No	—
IV.7	**Is it required to provide an original version of the award to the courts of the seat of arbitration?**	No	There is no free-standing requirement under English law for the award to be provided to the courts of the seat of arbitration. In order to pursue enforcement proceedings in England in respect of an award made by a tribunal seated in England, the party seeking enforcement must provide the Court with "*the original award (or copies)*" (see s66 of the AA96 and Civil Procedure Rule 62.18(6)(a)(i)).
IV.7.a	If your answer to question IV.7 is yes, should that award be original or authenticated?	NA	See **IV.7** above.
IV.7.b	If your answer to question IV.7 is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NA	(Not if the 'court' is the English Court. It is the party seeking enforcement who must provide the Court with "*the original award (or copies*)" – see **IV.7** above.)
IV.7.c	If your answer to question IV.7.b is yes, should that award be authenticated?	NA	—
IV.7.d	If your answer to question IV.7 is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	No	—
IV.8	**Is it required for the notification of the award to be made by international courier?**	No	See **IV.1** above.
IV.8.a	If your answer to question IV.8 is yes, are there specific international couriers that shall be used?	NA	—
IV.8.b	If your answer to question IV.8.a is yes, please briefly provide a description (in the comments column) as to those international couriers.	NA	—
IV.8.c	If your answer to question IV.8 is no, is it permitted for the notification of the award to be made by international courier?	Yes	See **IV.1** above.

IV.9	**Is it required for the notification of the award to be made by public postal services?**	No	See **IV.1** above.
IV.9.a	If your answer to question IV.9 is yes, are there specific public postal services that shall be used?	NA	—
IV.9.b	If your answer to question IV.9.a is yes, please briefly provide a description (in the comments column) as to those public postal services.	NA	—
IV.9.c	If your answer to question IV.9 is no, is it permitted for the notification of the award to be made by public postal services?	Yes	See **IV.1** above.
IV.10	**Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?**	No	See **IV.1** above.
IV.10.a	If your answer to question IV.10 is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	Yes	See **IV.1** above.
IV.11	**After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?**	See comment.	The AA96 is silent on this issue. According to English case law, once the tribunal has made a final award, it is *functus officio* with regard to the reference. This is subject, however, to (i) the tribunal's ability to correct an award or make an additional award pursuant to s57 of the AA96 and (ii) the power of the Court to remit the award to the tribunal following a successful challenge under s68 or s69 of the AA96. (See, e.g., Fidelitas Shipping Co Ltd v V/O Exportchleb [1966] 1 QB 630; and Glencore International AG v Beogradska Plovidba (The Avala) [1996] 2 Lloyd's Rep 311).
IV.11.a	If your answer to question IV.11 is yes, are the arbitrators required to assist the parties in obtaining the relevant *apostille?*	NA	—
IV.11.b	If your answer to question IV.11 is yes, please provide a brief description (in the comments column) as to which would those formalities be.	NA	—

IV.12	**Is there any time limit established for notification purposes?**	See comment.	See **IV.1**: the AA96 provides for the parties to the arbitration to agree on the requirements as to notification of the award (s55(1)). s55(2) provides that, in the absence of agreement, copies of the award must be served on all parties "*without delay after the award is made*". This is subject to the tribunal's power to withhold the award in the case of non-payment of its fees and expenses under s56 (s55(3))).
IV.12.a	If your answer to question IV.12 is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	NA	See **IV.12** above.
IV. 12	**Are there any additional specific local requirements for the notification of the award?**	No	See **IV.1** above.
IV.12.a	If your answer to question IV.2 is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	NA	—
V.	**Confidentiality**	**(Yes/No /NA)**	**Additional comments, if any.**
V.1	**Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?**	See comment.	The AA96 is deliberately silent on the issue of confidentiality (the drafters considered that confidentiality was better dealt with by the Court on a case by case basis: see ¶¶10-17 of the DAC Report). Pursuant to English case law, there is an implied obligation of confidentiality on the parties and the tribunal (which the parties may dispense with or modify by agreement). It is generally accepted that arbitral deliberations (and documents generated by a tribunal during its deliberations, which would include for example, drafts of the award) are confidential. (See, e.g., Sonatrach v Statoil Natural Gas LLC [2014] EWHC 875 (Comm) [49] which quotes paragraph 1374 of *Fouchard Gaillard Goldman on International Commercial Arbitration*: "*Although, again, most laws do not explicitly require deliberations in international commercial arbitration to be secret,*

			such secrecy is generally considered to be the rule."). P v Q and others [2017] EWHC 148 (Comm) has opened up the possibility of obtaining disclosure of a tribunal's deliberations, communications and other documents generated during its deliberations; however, such disclosures will only be appropriate in the "*very rarest of cases*" (see [59] and [68]).
V.1.a	If your answer to question V.1 is no, is there any confidentiality obligation applicable to the drafting process of the award?	NA	—
V.2	**Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?**	See comment.	See **V.1** above. Various institutional rules provide that the deliberations of the tribunal *are* to remain confidential to its members (see, e.g., Article 30.2 of the LCIA Rules and Rule 15 of the ICSID Arbitration Rules).
V.2.a	If your answer to question V.2 is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	NA	—
V.3	**Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?**	See comment.	See **V.1** above. Pursuant to English case law, there is an implied obligation of confidentiality on the parties and the tribunal. Such obligation extends, *inter alia*, to the award itself. (See, e.g., Dolling-Baker v Merrett [1990] 1 WLR 1205, 1213, Ali Shipping Corporation v Shipyard Trogir [1999] 1 WLR 314, 325-328 and Emmott v Michael Wilson & Partners Ltd [2008] EWCA Civ 184 [60]-[107], [129]-[132].) From these authorities, it is clear that the implied obligation of confidentiality is subject to limited exceptions: 1. the parties may dispense with or modify the obligation of confidentiality by agreement; 2. by Court order, for example where the Court orders the production of arbitration documents for use in later proceedings;

			3. where there is a duty to the public requiring disclosure and such disclosure is in the interests of justice; and 4. where disclosure is reasonably necessary for the protection of an arbitrating party's rights as against a third party.
V.3.a	If your answer to question V.3 is yes, are there specific confidentiality standards?	No	—
V.3.b	If your answer to question V.3.a is yes, please provide (in the comments column) a brief description regarding those standards.	NA	—
V.4	**Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?**	No	See **V.3** above.
V.4.a	If your answer to question V.4 is yes, are there any specific formalities that must be met regarding such identification?	NA	—
V.4.b	If your answer to question V.4.a is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	—
V.5	**Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?**	No	See **V.3** above.
V.5.a	If your answer to question V.5 is yes, are there any specific formalities that must be met regarding such identification?	NA	—
V.5.b	If your answer to question V.5.a is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	—
V.6	**Does the award need to explicitly provide if it is (or not) of confidential nature?**	No	See **V.3** above.

VI.	Secretary of the Arbitral Tribunal	(Yes/No /NA)	Additional comments, if any.
VI.1	**Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?**	Yes	The AA96 is silent on the appointment and use of an arbitral tribunal secretary. P v Q and others [2017] EWHC 194 (Comm) provides for the ability of an arbitral tribunal secretary to draft parts of the award, provided such secretary is adequately supervised by the tribunal. Guidance issued by various institutions also expressly allow for an arbitral tribunal secretary to draft parts of the award, where appropriate (see Section 8.1, paragraph 71(c) of the LCIA Notes for Arbitrators and Article 3(2)(j) of the Young ICCA Guide on Arbitral Secretaries).
VI.1.a	If your answer to question VI.1 is yes, is it permitted for the arbitral tribunal secretary to be part of the decision making process?	No	The tribunal may not delegate its decision making to the arbitral tribunal secretary or to any third party (P v Q and others [2017] EWHC 194 (Comm); National Boat Shows Ltd v Tameside Marine [2001] ArbLR 43) (see also, for an institutional perspective: page 7 of the SCC Arbitrator's Guidelines, Section 8.1, paragraph 68 of the LCIA Notes for Arbitrators and Article 1(4) of the Young ICCA Guide on Arbitral Secretaries). The tribunal must reach its own decisions on the matter(s) before it (Agrimex Ltd v Tradigrain SA [2003] EWHC 1656 [33]). An award that delegates the decision making to a third party will not be valid (Johnson v Latham (1850) 19 LJQB 329).
VI.1.b	If your answer to question VI.1 is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	Yes	See **VI.1** above and **VI.1.c** below.
VI.1.c	If your answer to question VI.1 is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.	—	The AA96 is silent on this issue. Depending on the institutional rules governing the arbitration, the tribunal may be free to define the scope of the secretary's role or may be required to consult with the parties and/or obtain their agreement as to the scope of the secretary's role (see for example page 7 of the SCC Arbitrator's Guidelines and Section 8.1, paragraph 70(a) and Section 8.2, paragraph 71 of the LCIA Notes for Arbitrators).

			Guidance issued by various institutions also deal with the scope of an arbitral secretary's role. For example, Section 8.2, paragraph 71 of the LCIA Notes for Arbitrators provide that a tribunal can propose that the secretary's tasks include summarising submissions, reviewing authorities, preparing first drafts of awards, or sections of awards, and procedural orders. Article 3(2) of the Young ICCA Guide on Arbitral Secretaries provides that a secretary's tasks may include, *inter alia*: - researching questions of law; - researching discrete questions relating to factual evidence and witness testimony; - drafting procedural orders and similar documents; - reviewing the parties' submissions and evidence, and drafting factual chronologies and memoranda, summarising the parties' submissions and evidence; - attending the arbitral tribunal's deliberations; and - drafting appropriate parts of the award. The foreword to the Young ICCA Guide on Arbitral Secretaries states that "*caution militates in favour of interpreting the commentary to Article 3(2)(j) to limit the secretary's role to preparing a first draft of the award's procedural/factual background and description of the parties' positions.*" Both case law and guidance note that the tribunal should exercise close/adequate supervision of the arbitral secretary's tasks and review and edit/amend as appropriate any drafts of the award produced by the secretary (see, e.g., P v Q and others [2017] EWHC 194 (Comm)).
VI.1.d	If your answer to question VI.1 is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	—	The AA96 is silent on this issue. Guidance issued by various institutions deal with the ability to appoint an arbitral tribunal secretary and the scope of such secretary's role.

			A secretary should generally only be appointed with the knowledge and consent of the parties. Some institutions provide detailed guidance as to the process to be followed when appointing a secretary (see, e.g., Articles 1(2) and 2 of the Young ICCA Guide on Arbitral Secretaries, pages 6-7 of the SCC Arbitrator's Guidelines and Section 8.3 of the LCIA Notes for Arbitrators). The tribunal must exercise appropriate control and supervision over the secretary (see Section 8.1, paragraph 69 of the LCIA Notes for Arbitrators and Articles 1(5) and 3(1) of the Young ICCA Guide on Arbitral Secretaries). As noted at **VI.1.a** above, the secretary cannot take part in the decision making. See also **VI.1.c** above for further details as to the potential scope of a secretary's role.
VI.2	**Is it required for the award to state the name of the arbitral tribunal secretary?**	No	The AA96 is silent on this issue. Where an arbitral tribunal secretary is appointed, however, it is usual for this to be referred to in the award and for the name of the secretary to be provided.
VI.2.a	If your answer to question VI.2 is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	NA	—
VI.2.b	If your answer to question VI.2.a is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	NA	—
VI.2.c	If your answer to question VI.2.a is yes, is the arbitral tribunal secretary under a duty to sign the award?	NA	—
VI.3	**In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?**	No	See **VI.1**.
VII.	**Content of the award**	**(Yes/No /NA)**	**Additional comments, if any.**

VII.1	**Is it mandatory to state within the award the reasons upon which the award is based?**	Yes	Unless the parties have agreed to dispense with reasons[6] or it is an agreed award, the award must contain the reasons upon which it is based (AA96 s52(4)). See further **VIII** below.
VII.2	**Is it mandatory to state within the award additional administrative or procedural issues/information?**	Yes	Unless the parties have agreed otherwise, the award shall be in writing, signed by all of the arbitrators or all those assenting to the award, and shall state the seat of the arbitration and the date when the award is made (AA96 s52). See also **I.4** above and **XIV.2** and **XIV.2.b** below.
VII.2.a	If your answer to question VII.2 is yes, is it required for the award to contain the names and addresses of the parties?	No	Unless the parties have agreed otherwise. Inclusion of this information is, however, common practice and identification of the parties will likely be important for enforcement.
VII.2.b	If your answer to question VII.2 is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	No	Unless the parties have agreed otherwise. Inclusion of this information is, however, common practice.
VII.2.c	If your answer to question VII.2 is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	No	Unless the parties have agreed otherwise – see **I.2.a** above. Inclusion of this information is, however, common practice.
VII.2.d	If your answer to question VII.2 is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	No	Unless the parties have agreed otherwise. However, the award must state the seat of the arbitration (unless the parties have agreed otherwise) (AA96 s52(1),(5)). See also **I.4.d** above.
VII.2.e	If your answer to question VII.2 is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	No	See **VII.2.d** above.
VII.2.f	If your answer to question VII.2 is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	No	Unless the parties have agreed otherwise. However, if the matter is disputed, the tribunal ought to explain its determination as part of its duty to give reasons: see **VII.1** above and **VIII.1.b** below.
VII.2.g	If your answer to question VII.2.f is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	NA	—

[6] And that agreement is in writing/recorded: see fn1 and fn4.

VII.2.h	If your answer to question VII.2.f is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	NA	—
VII.2.i	If your answer to question VII.2 is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	See comment.	AA96 s46(1) provides that "*The arbitral tribunal shall decide the dispute (a) in accordance with the law chosen by the parties as applicable to the substance of the dispute, or (b) if the parties so agree, in accordance with such other considerations as are agreed by them or determined by the tribunal.*" In the absence of the parties' choice or agreement, "*the tribunal shall apply the law determined by the conflicts of laws rules which it considers applicable*" (s46(3)) and in such a case, it ought to indicate those laws as part of its duty to give reasons: see further **VII.13** and **VIII.1** below.
VII.2.j	If your answer to question VII.2.i is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	NA	See **VII.2.i** above.
VII.2.k	If your answer to question VII.2.i is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	NA	See **VII.2.i** above.
VII.2.l	If your answer to question VII.2 is yes, is it required for the award to indicate the procedural rules governing the arbitration?	No	Unless the parties have agreed otherwise. Inclusion of this information is, however, common practice. See further **VII.11** below.
VII.2.m	If your answer to question VII.2 is yes, is it required for the award to indicate the language of the arbitration?	No	Unless the parties have agreed otherwise. Inclusion of this information is, however, common practice. See further **II** above.
VII.2.n	If your answer to question VII.2.m is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	No	Unless the parties have agreed otherwise – see further **II** above.
VII.2.o	If your answer to question VII.2.m is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	No	Unless the parties have agreed otherwise – see further **II** above.

VII.2.p	If your answer to question VII.2.m is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative?	No	Unless the parties have agreed otherwise – see further **II** above. Inclusion of this information is, however, common practice.
VII.2.q	If your answer to question VII.2 is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	No	Unless the parties have agreed otherwise. It is, however, common practice for the arbitrators' names and addresses to be set out and particularly where the relevant institutional rules contain nationality requirements, this information may also be included.
VII.2.r	If your answer to question VII.2 is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	No	While not required (subject to contrary agreement of the parties), the matters addressed in **VII.2.r-u** are often included in awards.
VII.2.s	If your answer to question VII.2 is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?	No	See **VII.2.r** above.
VII.2.t	If your answer to question VII.2 is yes, is it required for the award to contain a chronology of the events that led to the dispute?	No	See **VII.2.r** above.
VII.2.u	If your answer to question VII.2 is yes, is it required for the award to contain the principal chronology of the proceedings?	No	See **VII.2.r** above.
VII.2.v	If your answer to question VII.2 is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	No	Unless the parties have agreed otherwise.
VII.2.w	If your answer to question VII.2 is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	No	Unless the parties have agreed otherwise.
VII.2.x	If your answer to question VII.2 is yes, is it required for the award to indicate the type of award?	See comment.	AA96 s47 provides that a tribunal may make more than one award at different times on different aspects of the matters to be determined. If it does so, it must "*specify in its award the issue, or the claim or part of a claim, which is the subject matter of the award*" (s47(3)). There is no formal requirement as to labelling of the award: a document need not describe itself as an award to be an award (or a provisional award in the

			sense discussed in s39 be labelled a provisional award, though see **I.7** above) – it is the substance of the decision that is important (Michael Wilson & Partners Ltd v Emmott [2008] EWHC 2684 (Comm); Konkola Copper Mines v U&M Mining Zambia Ltd [2014] EWHC 2374 (Comm) [90]), nevertheless to limit the scope for further disputes between the parties a tribunal may be wise to make its intentions clear.
VII.2.y	If your answer to question VII.2.x is yes, is it required for the type of award to be indicated on the cover page of the award?	No	Unless the parties have agreed otherwise.
VII.2.z	If your answer to question VII.2 is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	See comment.	See **VII.2.x** above.
VII.2.aa	If your answer to question VII.2.z is yes, is it required for the subject matter of the award to be indicated on the cover of the award??	No	Unless the parties have agreed otherwise.
VII.3	**If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?**	No	Unless the parties have agreed otherwise. See **VII.2.u** above.
VII.3.a	If your answer to question VII.3 is yes, is it required to include the arbitration agreement?	NA	See **I.2.a** above.
VII.3.b	If your answer to question VII.3 is yes, is it required to include the date of commencement of the arbitration?	NA	The matters set out at **VII.3.b-e** are often rehearsed in the 'Procedure' section of an award but (subject to party agreement) they are not strictly required.
VII.3.c	If your answer to question VII.3 is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	NA	See **VII.3.b** above.
VII.3.d	If your answer to question VII.3 is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	NA	See **VII.3.b** above.
VII.3.e	If your answer to question VII.3 is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?	NA	See **VII.3.b** above.

VII.3.f	If your answer to question VII.3 is yes, is it required to include the details concerning the evidence submitted by the parties?	NA	—
VII.4	**If the award follows a prior award, is it required for the newer award to make reference to the prior award?**	No	Unless the parties have agreed otherwise. See **I.5** above.
VII.4.a	If your answer to question VII.4 is yes, is it required to make reference to the procedural history of the prior award?	NA	—
VII.4.b	If your answer to question VII.4 is yes, is the prior award considered to be part of the newer award?	NA	See **I.6** above.
VII.4.c	If your answer to question VII.4.a is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	NA	—
VII.4.d	If your answer to question VII.4.a is yes, is it required for the newer award to include the prior award as an attachment?	NA	—
VII.4.e	If your answer to question VII.4.d is yes, is it required to attach an original or authenticated version of the prior award?	NA	—
VII.5	**Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?**	No	Unless the parties have agreed otherwise, a tribunal whose substantive jurisdiction is not challenged does not have to determine whether it has jurisdiction in its award (although it is open to the tribunal to raise the matter). It is best practice for a tribunal to set out its authority to decide the dispute (i.e., the arbitration agreement) in the award, but failure to do so will not render the award invalid under English law. However, if an objection has been raised to the tribunal's jurisdiction, this ought to be addressed in the award. AA96 s31(4) provides that "*Where an objection is duly taken to the tribunal's substantive jurisdiction and the tribunal has power to rule on its own jurisdiction, it may– (a) rule on the matter in an award as to jurisdiction, or (b) deal with the objection in its award on the merits.*" Nevertheless, if a tribunal fails to expressly address its substantive

			jurisdiction, but determines an issue determinative both of the substantive merits of the claim and of the tribunal's substantive jurisdiction, such an award can amount to an implied award as to substantive jurisdiction (see further Vee Networks Ltd v Econet Wireless International Ltd [2004] EWHC 2909 [30]-[32] and LG Caltex Gas Co Ltd v China National Petroleum Corp [2001] EWCA Civ 788 [70]-[76]).
VII.5.a	If your answer to question VII.5 is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?	NA	—
VII.5.b	If your answer to question VII.5 is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?	NA	But see **VII.5** above and **VIII** below.
VII.6	**Is it required for the award to recite the parties' request for relief?**	No	Unless the parties have agreed otherwise. It is, however, common practice to do so.
VII.6.a	If your answer to question VII.6 is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	NA	—
VII.7	**Is it required for the award to identify the issues to be decided by the arbitral tribunal?**	Yes	As discussed in **VIII** below, an award must generally provide reasons for the tribunal's decision on the relevant issues in dispute, and will therefore implicitly or explicitly need to identify what those issues are. Failure "*to deal with all the issues that were put to [the tribunal]*" is a ground for challenging an award under AA96 s68(2)(d), though the Court must also find that such failure has or will cause substantial injustice to the applicant. "*[A]ll the issues*" in this context does not mean every point in dispute: there is no duty on arbitrators to deal with every argument presented by counsel. Rather, "*issues*" means the very disputes which the arbitration has to resolve (see Checkpoint Ltd v Strathclyde Pension Fund [2003] EWCA Civ 84 [48] *et seq*; Petrochemical Industries Co (KSC) v Dow Chemical Co. [2012] EWHC 2739 (Comm) [16] *et seq*). AA96 s47explicitly requires that if a tribunal makes more than one award at different times on different

			aspects of the matters to be determined, the tribunal "*shall specify in its award the issue, or the claim or part of a claim, which is the subject matter of the award*".
VII.7.a	If your answer to question VII.7 is yes, is it required to identify whether certain issues are contingent on others?	See comment.	An award need not address issues which are not necessary to determine given the tribunal's determination on other issues. For example, in one case the Court found that "*It is true that [the arbitrator] left certain issues unresolved, as he was entitled to do. They became unnecessary having regard to the way the issues were decided*", HBC Hamburg Bulk Carriers GmbH & Co KG v Tangshan Haixing Shipping Co Ltd [2006] EWHC 3250 (Comm); see also Checkpoint Ltd v Strathclyde Pension Fund [2003] EWCA Civ 84 [49]-[51] and Petrochemical Industries Co (KSC) v Dow Chemical Co. [2012] EWHC 2739 (Comm) [27]: "*a tribunal may deal with an issue by so deciding a logically anterior point that the issue does not arise.*" Thus if the relevance of issue B to the dispute is contingent upon A being correct, and the tribunal finds that A is not correct, it need not address issue B.
VII.8	**Is it required for the award to contain an account of the relevant facts of the dispute?**	Yes	Again, this can be viewed as part of the general requirement to provide reasons: see **VIII.1.b** below. It has been held that "*it is not necessary that an award should contain express findings of fact, provided that the necessary findings may be 'spelled out'*", and that particularly when "*interpreting the findings of a tribunal consisting of experienced commercial and professional men, as opposed to lawyers, one should look at the substance of such findings, rather than their form, and that one should approach a reading of the award in a fair, and not in an unduly literal way*" (Bottiglieri di Navigazione SpA v Cosco Qingdao Ocean Shipping Company [2005] EWHC 244 (Comm) [22]).
VII.8.a	If your answer to question VII.8 is yes, is it required for the award to identify whether the facts are agreed or disputed?	No	Unless the parties have agreed otherwise.
VII.8.b	If your answer to question VII.8 is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	Yes	To the extent discussed in **VII.8** above and **VIII.1** below.

VII.9	**Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?**	No	Unless the parties have agreed otherwise. Nevertheless, it has been suggested that explaining the tribunal's decision by reference to the issues as they were debated by the parties can be helpful: "*the giving of clearly expressed reasons responsive to the issues as they were debated before the arbitrators will reduce the scope for the making of unmeritorious challenges*": ABB AG v Hochtief Airport GmbH [2006] EWHC 388 (Comm) [87].
VII.9.a	If your answer to question VII.9 is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	NA	—
VII.9.b	If your answer to question VII.9 is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	NA	(This is, however, common practice.)
VII.9.c	If your answer to question VII.9 is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	NA	(This is not required and in practice would be unusual.)
VII.10	**If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?**	No	Unless the parties have agreed otherwise.
VII.11	**If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?**	No	In practice, it is not uncommon for reasons to be given on disputed procedural matters, however these will not generally be reasons "*for the award*", which are required to be given under AA96 s52(4) (see further **VIII.1** below). Thus it was held in Compton Beauchamp Estates Ltd v Spence [2013] EWHC 1101 (Ch) [85] that in relation to a submission that there was an "*irregularity in that the arbitrator did not give reasons in his Award for his final stance in relation to the rules of evidence nor as to his decision to allow oral supplementary evidence in chief […] As to the arbitrator's duty to give reasons for his award, these are not matters which have to be explained as part of the reasons 'for the award' within s.52(4) of the 1996 Act.*"
VII.12	**If the substantive laws applicable to merits of the case are in dispute between the parties, is it**	No	Unless the parties have agreed otherwise. See **VII.9** above.

	required for the award to set out the parties' positions in such regard?		
VII.13	**If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?**	Yes	See **VIII.1** below.
VII.14	**Is there any tax requirement that must be met by the arbitral tribunal when writing the award?**	No	—
VII.14.a	If your answer to question VII.14 is yes, please briefly describe (in the comments column) the relevant tax requirement.	NA	—
VII.15	**Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?**	See comment.	In certain circumstances, arbitrators could potentially leave themselves open to criminal liability in this jurisdiction if they issue an award which facilitates money laundering. AA96 s29(1) provides that "*An arbitrator is not liable for anything done or omitted in the discharge or purported discharge of his functions as arbitrator unless the act or omission is shown to have been in bad faith*." However, it is questionable whether this immunity extends to criminal liability. Failure to address money laundering concerns could also lead to non-enforceability of an award on public policy grounds (see further AA96, ss68(2), 81(1), 103(3)). The Competence Centre Arbitration and Crime / Basel Institute on Governance Toolkit for Arbitrators on Corruption and Money Laundering in International Arbitration recommends that in the case of a sham arbitration for money laundering purposes (at page 22), "*the tribunal should consider denying arbitrability, denying jurisdiction, or declaring all claims inadmissible, possibly with reference to the 'unclean hands' or other doctrines*" and similarly "*[i]f a real dispute involves funds of illicit origin, the tribunal should consider holding all claims involving those funds inadmissible*." Born on International Commercial Arbitration (2nd Edn) suggests (at page 1998) that: "*In some cases, arbitrators may conclude that an arbitration is being conducted for an illegitimate purpose (e.g., to facilitate a money laundering scheme). In these*

			instances, arbitrators have an obligation to ascertain whether or not this is true and, if so, to take appropriate steps, including resigning their mandate or dismissing the arbitration sua sponte (of course, after hearing the parties)."
VII.15.a	If your answer to question VII.15 is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.		Proceeds of Crime Act 2002 ("POCA"), s328 provides that: "*(1) A person commits an offence if he enters into or becomes concerned in an arrangement which he knows or suspects facilitates (by whatever means) the acquisition, retention, use or control of criminal property by or on behalf of another person. (2) But a person does not commit such an offence if— (a) he makes an authorised disclosure under section 338 and (if the disclosure is made before he does the act mentioned in subsection (1)) he has the appropriate consent; […] (3) Nor does a person commit an offence under subsection (1) if— (a) he knows, or believes on reasonable grounds, that the relevant criminal conduct occurred in a particular country or territory outside the United Kingdom, and (b) the relevant criminal conduct— (i) was not, at the time it occurred, unlawful under the criminal law then applying in that country or territory, and (ii) is not of a description prescribed by an order made by the Secretary of State*." The Court of Appeal in Bowman v Fels [2005] EWCA Civ 226 [83]-[84] found that the ordinary conduct of litigation by legal professionals is not covered by this provision. The Law Society guidance is that alternative dispute resolution is not an "*arrangement"* under s328 POCA, but that "*[s]ham litigation created for the purposes of money laundering remains within the ambit of section 328*" (Legal Sector Affinity Group, Anti-Money Laundering Guidance for the Legal Sector, March 2018, pages 89-90). Offences such as aiding and abetting criminal fraud or a revenue offence could potentially also be of relevance (e.g. Finance (No. 2) Act 2017 sch16 s1 provides "*Where— (a) a person ("T") has entered into abusive tax arrangements, and (b) T incurs a defeat in respect of the arrangements, a penalty is payable by each person who enabled the arrangements.*").
VIII. Reasoning and findings		**(Yes/No /NA)**	**Additional comments, if any.**

VIII.1	**Is it required for the award to contain the arbitral tribunal's reasoning?**	Yes	As noted at **VII.1**, the award must contain the reasons for the award unless it is an agreed award or the parties have agreed to dispense with reasons (AA96 s52(4)).
VIII.1.a	If your answer to question VIII.1 is yes, is a specific extent required for such reasoning?	Yes	See below.
VIII.1.b	If your answer to question VIII.1.a is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.		It has been held by the English Court that "*an arbitrator should explain why he has decided the essential issues in the way in which he has*" (Compton Beauchamp Estates Ltd v Spence [2013] EWHC 1101 (Ch) [51] *et seq*), providing sufficient detail to show the principles on which s/he has acted and the reasons leading to her/his decision (Checkpoint Ltd v Strathclyde Pension Fund [2003] EWCA Civ 84 [48]). Failure to do so could give rise to a serious irregularity, in which case an English court may remit the award to the tribunal, set it aside, or declare it to be of no effect (in each case, in whole or in part) under AA96 s68. Useful guidance may also be found in Transcatalana De Commercio SA v Incobrasa Industrial E Commercial Brazileira SA [1994] C.L.C. 400, 401-402, where the judge indicated that "*The function of a reasoned award is not simply to identify and determine a point which the arbitrators ultimately considered to be decisive. It is to enable the parties and the court (1) to understand the facts and general reasoning which led the arbitrators to conclude that this was the decisive point and (2) to understand the facts, and so consider the position with respect to appeal, on any other issues which arose before the arbitrators. Where distinct issues have been argued, the award should thus indicate the nature of the findings and reasoning on each, including those which the arbitrators may not themselves have thought to be determinative. Further, it serves no useful purpose, and can be positively unhelpful, to recite at great length messages exchanged or submissions made containing assertions of fact or law; the arbitrators' findings and brief reasoning upon them are what matters.*"
VIII.1.c	If your answer to question VIII.1 is yes, is the arbitral tribunal required to make references to the factual record?	No	Albeit see **VII.9**.

VIII.2	**Is the arbitral tribunal required to address each of the parties' main arguments on each issue?**	See comment.	See **VII.7** and **VIII.1.b** above.
VIII.3	**Is it permitted for the award to be issued without reasons?**	Yes	As noted at **VII.1**, if (i) it is an agreed award or (ii) the parties have agreed to dispense with reasons (AA96 s52(4)).
VIII.4	**Is the arbitral tribunal permitted to issue an *ex aequo et bono* award?**	Yes	If the parties choose for their dispute to be decided in that way (AA96 s46(1)) and the principles are ascertainable: DAC Report ¶223; Halpern v Halpern [2007] EWCA Civ 291 [37]-[38]; Sunrock Aircraft Corp Ltd v Scandinavian Airlines System Denmark-Norway-Sweden [2007] EWCA Civ 882 [39]. In practice, this is rare.
VIII.5	**Is the *iura novit curia* principle applicable in the jurisdiction you are reporting about?**	See comment.	Subject to the parties' right to agree otherwise, it is for the arbitral tribunal to decide whether and to what extent the tribunal should itself take the initiative in ascertaining the law (AA96 ss34(1), 34(2)(g) – and for background see DAC Report ¶¶171-174). See also **XV.6** below.
VIII.5.a	If your answer to question VIII.5 is yes, is it customary to apply the principle of *iura novit curia*?	No	See **VIII.5** above addressing the purview of arbitral tribunals: it is not customary as a matter of English Court practice to apply the *iura novit curia* principle.
VIII.5.b	If your answer to question VIII.5 is yes, to what extent is the arbitral tribunal allowed to apply such principle?	See comment.	See comment in relation to **VIII.5** above.
IX.	**Operative part (*dispositif*)**	**(Yes/No /NA)**	**Additional comments, if any.**
IX.1	**Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?**	Yes	—
IX.1.a	If your answer to question IX.1 is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	No	—

IX.1.b	If your answer to question IX.1.a is yes, please briefly specify (in the comments column) the introductory language that is required.	NA	—
IX.2	**In the case of final awards, is it required for the award to include a "catch-all" dispositif (i.e. all other claims are dismissed)?**	See comment.	While not a mandatory requirement per se, an award must be complete in relation to all issues before the tribunal for determination (see, for instance, Ronly Holdings Ltd v JSC Zestafoni G Nikoladze Ferroalloy Plant [2004] EWHC 1354 (Comm) [24]-[27]; for 'partial awards' see **I.5** above and s47 AA96). Under s68(2)(d) of the AA96, "*failure by the tribunal to deal with all the issues that were put to it*" can constitute "*serious irregularity affecting the tribunal*", thereby making the award susceptible to challenge. Accordingly, in the interest of satisfying this obligation, a tribunal may, in certain circumstances, consider that including a "catch-all" dispositif in the award is appropriate.
IX.3	**Are arbitrators allowed to include in the award injunctive relief?**	Yes	Under s48(1) of the AA96, "*[t]he parties are free to agree on the powers exercisable by the arbitral tribunal as regards remedies*". Absent any agreement between the parties to the contrary, the tribunal has "*the same powers as the court […] to order a party to do or refrain from doing anything*" (s48(5)(a)).
IX.4	**Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?**	Yes	Under s48(5)(b) of the AA96, absent any agreement between the parties to the contrary, the tribunal has "*the same powers as the court […] to order specific performance of a contract (other than a contract relating to land)*".
IX.5	**Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?**	Yes	Under s48(5)(c) of the AA96, absent any agreement between the parties to the contrary, the tribunal has "*the same powers as the court […] to order the rectification, setting aside or cancellation of a deed or other document*". One commentator queries whether a tribunal has power to order rectification, setting aside or cancellation of a contract relating to land, given s48(5)(b) (Merkin and Flannery, *Arbitration Act 1996*, 5th edn, page 217) – but s48(5)(c) is clear on its face.

IX.6	**Is it required for the arbitrators to include in the award a specific "wording /language" and/or any other "formula" for the award to be considered official/valid?**	No	While there are no specific requirements in this regard, it is obviously desirable for the wording of the award to be clear and unambiguous.
IX.6.a	If your answer to question IX.6 is yes, please briefly indicate (in the comments column) which wording should be included.	NA	—
X.	**Dissenting and separate opinions**	**(Yes/No /NA)**	**Additional comments, if any.**
X.1	**Is it allowed for the arbitrators to write a dissenting or separate opinion?**	Yes	While the AA96 gives no express authorization for the preparation of dissenting or separate (concurring) opinions, subject to any agreement to the contrary, it is permitted for arbitrators to do so: see the case law cited in this Section. (cf. ICSID arbitrations: see Article 48(4) of the Convention, incorporated into domestic law by Arbitration (International Investment Disputes) Act 1966: "*Any member of the Tribunal may attach his individual opinion to the award, whether he dissents from the majority or not, or a statement of his dissent."*)
X.1.a	If your answer to question X.1 is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	No	English law does not prescribe a method by which dissenting or separate opinions are to be presented. The default position is that a dissenting opinion is not part of the award of the tribunal: B v A [2010] EWHC 1626 (Comm) [21]. It will be for the majority of the tribunal to decide whether to extend the courtesy of permitting a dissent to be attached to the award; the requirement to state reasons 'for' the award (s52(4)) is not engaged – Cargill Int SA v Sociedad Iberica de Molturacion SA [1998] 1 Lloyd's Rep 489, 496. As for separate/concurring opinions, it would appear that a similar analysis should apply. In other words, if it is the (majority) *decision* which matters, then the *opinion* of a minority of the tribunal is not part of the award and the majority can decide how it can be presented: see Redfern, '*Dissenting Opinions in international commercial arbitration: the good, the bad and the ugly*' (2004) 20 Arb Intl 223, 236.

			(cf. ICSID arbitrations: "*Any member of the Tribunal may attach his individual opinion to the award, whether he dissents from the majority or not, or a statement of his dissent*" (Article 48(4)) [emphasis added].)
X.1.b	If your answer to question X.1.a is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	No	See **X.I.a** above.
X.2	**Are the arbitrators required to address within their reasoning the dissenting opinion?**	**No**	**—**
X.2.a	If your answer to question X.2 is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	Yes	—
X.3	**If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?**	No	—
X.3.a	If your answer to question X.3 is yes, is it required to identify which arbitrator disagreed?	N/A	—
XI.	**Reservation of issues**	**(Yes/No /NA)**	**Additional comments, if any.**
XI.1	**In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?**	Yes	See s47 of the AA96 and discussion in this regard at **I.5** et seq. above.
XI.1.a	If your answer to question XI.1 is yes, is it required for such issues to be clearly designated?	Yes	Under s47(3) of the AA96, if the tribunal makes different awards at different times, each award must "*specify […] the issue, or the claim or part of a claim, which is the subject matter of the award*".
XII.	**Style and length**	**(Yes/No /NA)**	**Additional comments, if any.**
XII.1	**It is required for footnotes and citations in the award to be presented in a specific style?**	No	The tribunal is free to present footnotes and citations in the style it sees fit. The tribunal may, in a procedural order, specify the style to be adopted by the parties in their submissions. If so, a tribunal

			will generally elect to follow the same approach in its award.
XII.1.a	If your answer to question XII.1 is yes, please provide a brief description (in the comments column) of such style.	NA	—
XII.2	**Is the arbitral tribunal permitted to indicate post-award interest?**	Yes	Under s49(1) of the AA96, "*the parties are free to agree on the powers of the tribunal as regards the award of interest*." Unless otherwise agreed between the parties, "*[t]he tribunal may award simple or compound interest from the date of the award (or any later date) until payment, at such rates and with such rests as it considers meets the justice of the case, on the outstanding amount of any award […]*" (ss49(2) and 49(4)).
XII.2.a	If your answer to question XII.2 is yes, is the arbitral tribunal required to indicate the pre-award interests separately from the post-award interests?	No	—
XII.3	**Are there any restrictions or requirements as to the length of the award?**	No	Broadly, the length of the award will be commensurate with the complexity of the dispute.
XII.3.a	If your answer to question XII.3 is yes, please provide a brief description of such length.	NA	—
XIII.	**Award of costs**	**(Yes/No /NA)**	**Additional comments, if any.**
XIII.1	**In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?**	No	Not in the sense in which 'allocation' is understood in this context – see below. As a related matter, in the absence of party agreement, it is permissible for a tribunal to decline to determine recoverable costs of the arbitration itself, leaving the parties to agree them or the Court to determine them (s63(4)).
XIII.1.a	If your answer to question XIII.1 is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	Yes	The AA96 envisages that the tribunal should adopt a two-stage process when approaching the question of costs: first, determining the basis on which costs are to be allocated; then, determining the quantum of costs to be awarded on that basis.

			Costs in this context refer to (a) the arbitrators' fees and expenses, (b) the fees and expenses of any arbitral institution concerned, and (c) the legal or other costs of the parties (s59(1)). Subject to any agreement between the parties (which, if it is an agreement to pay costs in any event agreement, must be (a) in writing and (b) entered into after the dispute has arisen[7]), the tribunal has the power to "*make an award allocating costs as between the parties*" (s61(1)). The tribunal's starting point for doing so is that "*costs should follow the event*" (s. 61(2)) – i.e., that the winning party should be awarded its costs. The tribunal may, however, depart from this position "*where it appears that in the circumstances this is not appropriate in relation to the whole or part of the costs*" (s. 61(2)). Determining what constitutes the "*event*" for this purpose may not always be a straightforward exercise, particularly where a party has succeeded on some its claims and failed on others. The tribunal will generally seek to have regard to the overall result of the arbitration, adjusting the proportion of recoverable costs awarded as appropriate. Any costs award that the tribunal makes extends only to those costs that are "*recoverable*" (s62). While the parties are free to agree what costs are recoverable (s63(1)), if there is no such agreement the tribunal also has the power to make a determination in this regard "*on such basis as it thinks fit*" (s63(3)). Where the tribunal does so, it must specify "*the basis on which it has acted*" and "*the items of recoverable cost and the amount referable to each*" (s63(3)(a) and (b)). Unless the tribunal determines otherwise, s63(5) provides that recoverable costs are to be "*determined on the basis that there shall be allowed a reasonable amount in respect of all costs reasonably incurred*" [emphasis added], with any doubt as to reasonableness in this context to be "*resolved in favour of the paying party*". Accordingly, where the tribunal has to determine what should be recoverable costs, its starting point will generally be to consider the reasonableness of the costs claimed.

[7] s5(1), s60. This provision does not prohibit a pre-dispute agreement that the parties are to pay the fees of the arbitrator(s) equally in the first instance, since this leaves open ultimate liability for those fees: see further Carter v Simpson Associates (Architects) Ltd [2004] UKPC 29 [3].

XIII.2	**In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?**	No	See **XIII.1.a** above.
XIII.2.a	If your answer to question XIII.2 is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	Yes	The tribunal may determine recoverable costs on some other basis than that set out in s63(5) of the AA96 (i.e., "*on the basis that there shall be allowed a reasonable amount in respect of all costs reasonably incurred*"). The tribunal might opt to do so where, for instance, it considers that the successful party's conduct has been unreasonable.
XIII.3	**In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?**	No	See **XIII.1.a** above.
XIII.3.a	If your answer to question XIII.3 is no, in allocating costs, is the arbitral tribunal allowed to consider the nature and complexity of the dispute?	Yes	While there is no automatic requirement in this regard, the tribunal, when exercising its power to allocate costs (under s61(1) of the AA96) and/or to determine recoverable costs (under s63(3)), may well consider the nature and complexity of the dispute to assess the reasonableness of costs claimed and whether they were reasonably incurred.
XIII.4	**In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?**	No	See **XIII.1.a** above.
XIII.4.a	If your answer to question XIII.4 is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	Yes	—
XIII.5	**Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?**	See comment.	See **XIII.1.a** above. The default position, in the absence of party agreement, is that the tribunal's power to determine what costs are recoverable (under s63(3) of the AA96) extends to determining the extent to which its own fees and expenses, as well as those of any relevant arbitral institution, are recoverable. If the tribunal makes such a determination, it must specify, *inter alia*, "*the items of recoverable costs and the amount referable to each*" (s63(3)(b)). That obligation may well, in appropriate circumstances, lead a tribunal to give a full record of the relevant costs and expenses in the award.

			In this regard, the rules of the relevant arbitral institution may set out specific requirements – see, e.g., Article 28.2 of the LCIA Rules 2014, which oblige the tribunal to "*specify by an award*" the "*Arbitration Costs*" (i.e., "*the costs of the arbitration other than the legal or other expenses incurred by the parties themselves*" (Article 28.1)).
XIII.5.a	If your answer to question XIII.5 is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	NA	—
XIII.6	**Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?**	See comment.	See **XIII.5** above.
XIII.6.a	If your answer to question XIII.6 is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	NA	—
XIII.7	**Is it required for the award on costs to be reasoned?**	Yes	Under s52(4), the award must set out reasons save where it is an agreed award or the parties have agreed to dispense with reasons. This requirement is particularly important in cases where the tribunal decides to depart from the general position, under s61(2), that costs should follow the event (Lewis v Haverfordwest Rural District Council [1953] 1 WLR 1486; Smeaton Hanscomb & Co. Ltd v Sassoon I. Setty, Son & Co. (No. 2) [1953] 1 WLR 1481, 1484-5).
XIII.7.a	If your answer to question XIII.7 is no, is it allowed for the award on costs to be reasoned?	NA	—
XIII.8	**Are the arbitrators required to use certain size/type of paper?**	No	—
XIII.8.a	If your answer to question XIII.8 is yes, please specify (in the comments column) which size/type of paper is required.	NA	—

XIII.9	**Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?**	No	—
XIV.	**Structure of the Award**	**(Yes/No /NA)**	**Additional comments, if any.**
XIV.1	**Is it required for the award to separate its formal from is substantive aspects?**	No	There is no automatic requirement in this regard. The parties are free to agree the form that an award must take (s52(1) of the AA96).
XIV.1.a	If your answer to question XIV.1 is yes, is there a specific order required (i.e. formal issues first)?	NA	—
XIV.1.b	If your answer to question XIV.1.a is yes, please briefly indicate (in the comments column) the requested order.	NA	—
XIV.2	**Is there a requirement to follow a specific structure of the award?**	No	See **XIV.1** above.
XIV.2.a	If your answer to question XIV.2 is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	Yes	—
XIV.2.b	If your answer to question XIV.2.a is yes, please briefly indicate (in the comments column) what structure is required.	See comment.	Relevant guidance published by the Chartered Institute of Arbitrators (see Article 4(2) of *Drafting Arbitral Awards Part I – General*) provides that an award should include the following essential elements: (a) the names and addresses of the arbitrators, the parties and their legal representatives; (b) the terms of the arbitration agreement; (c) a summary of the facts and procedure (including how the dispute arose); (d) a summary of the issues and the respective positions of the parties; (e) an analysis of the arbitrators' findings as to the facts and application to the law to those facts; and (f) operative part containing the decision(s).

XIV.3	**Is it required to address jurisdiction before substance?**	No	See **XIV.1** above.
XIV.3.a	If your answer to question XIV.3 is no, is it customary to address jurisdiction before substance?	Yes	—
XIV.4	**Is it required to discuss the merits of the claim before quantum?**	No	See **XIV.1** above.
XIV.4.a	If your answer to question XIV.4 is no, is it customary to discuss the merits of the claim before quantum?	Yes	—
XIV.5	**When the resolution of specific issues depends on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?**	No	See **XIV.1** above.
XIV.5.a	If your answer to question XIV.5 is no, is it customary to address such issue before resolving any related issues?	Yes	This is consistent with relevant guidance published by the Chartered Institute of Arbitrators, which provides that an award "*should […] clearly identify and present in a logical order the issues which need to be decided*" (see paragraph 2(b) in the commentary to Article 4 of *Drafting Arbitral Awards Part I – General*).
XV.	**References to exhibits, authorities and witnesses declarations**	**(Yes/No /NA)**	**Additional comments, if any.**
XV.1	**Is it required to identify in the award all exhibits submitted during the proceeding?**	No	—
XV.1.a	If your answer to question XV.1 is yes, is there a specific format to do so?	NA	A tribunal may, in a procedural order, specify the style to be adopted by the parties for the purpose of identifying exhibits in submissions/witness evidence. If so, a tribunal will generally elect to follow the same approach in its award.
XV.1.b	If your answer to question XV.1 is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	—

XV.1.c	If your answer to question XV.1 is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	—
XV.2	**Is it required to identify in the award all evidence submitted during the proceeding?**	No	—
XV.2.a	If your answer to question XV.2 is yes, is there a specific format to do so?	NA	—
XV.2.b	If your answer to question XV.2 is no, is it customary to identify in the award all evidence submitted during the proceeding?	No	—
XV.2.c	If your answer to question XV.2 is no, is it a allowed to identify in the award all evidence submitted during the proceeding?	Yes	—
XV.3	**Is it required to identify in the award all authorities cited during the proceeding?**	No	—
XV.3.a	If your answer to question XV.3 is yes, is there a specific format to do so?	NA	—
XV.3.b	If your answer to question XV.3 is no, is it customary to identify in the award all authorities cited during the proceeding?	See comment.	This will depend on the particular circumstances of the case.
XV.3.c	If your answer to question XV.3 is no, is it allowed to identify in the award all authorities cited during the proceeding?	Yes	—
XV.4	**Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?**	No	—
XV.4.a	If your answer to question XV.4 is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	Yes	—

XV.5	**Is it required to make direct quotations of a witness' declaration on a particular issue?**	No	Although a tribunal may find it convenient to do so.
XV.5.a	If your answer to question XV.5 is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	Yes	—
XV.5.b	If your answer to question XV.5.a is yes, is it a customary to summarize the essence of a witness' declaration on a particular issue?	See comment.	This is entirely dependent on the circumstances of the case. A tribunal may find it more convenient to make direct quotations from the witness' evidence.
XV.6	**Is it permitted to cite in the award judicial precedents that were not cited by the parties?**	See comment.	If the tribunal intends to rely on sources that have not been put to it by the parties, it should generally give the parties an opportunity to comment. See, in particular, Bingham LJ's comments in this regard in Zermalt Holdings SA v Nu Life Upholstery Repairs Ltd [1985] 2 EGLR 14, 15: "*If an arbitrator is impressed by a point that has never been raised by the other side then it is his duty to put it to them so that they have an opportunity to comment. […] It is not right that his decision should be based on specific matters which the parties never had the chance to deal with, nor is it right that a party should first learn of adverse points in a decision against him.*" This is consistent with the tribunal's general duty under s33(1) of the AA96 to "*act fairly and impartially as between the parties, giving each party a reasonable opportunity of putting his case and dealing with that of his opponent*" [emphasis added].
XV.6.a	If your answer to question XV.6 is yes, is it customary to cite in the award such judicial precedents?	NA	—
XV.7	**Is it permitted to cite in the award judicial precedents that were cited by the parties?**	Yes	—
XV.7.a	If your answer to question XV.7 is yes, is it customary to cite in the award judicial precedents?	Yes	Certainly where the applicable law is a national law. It is less common in the Investor-State context.
XV.8	**Is it permitted to cite in the award legal authors and doctrine?**	Yes	—

XV.8.a	If your answer to question XV.8 is yes, is it customary to cite in the award such legal authors and doctrine?	Yes	—
XV.8.b	If your answer to question XV.8 is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	See comment.	See **XV.6** above.
XVI.	**Use of annexes and diagrams**	**(Yes/No /NA)**	**Additional comments, if any.**
XVI.1	**Are annexes to the award permitted?**	Yes	—
XVI.1.a	If you answer to question XVI.1 is yes, is it customary?	See comment.	This will depend on the particular dispute, parties and tribunal.
XVI.2	**Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?**	Yes	—
XVI.2.a	If your answer to question XVI.2 is yes, is it customary to use such tools in the award?	See comment.	This will depend on the particular dispute, parties and tribunal.
XIV.2.b	If your answer to question XVI.2 is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	See comment.	See **XV.6** above.
XVII.	**Miscellanea**	**(Yes/No /NA)**	**Additional comments, if any.**
XVII.1	**Are there any other local requirements for the validity on an award?**	See comment.	The above responses provide a comprehensive summary of the local requirements for an award to be valid. Nevertheless, by way of 'belt and braces', it may also be helpful to bear in mind the potential grounds for challenging an English-seated award under English law. Broadly, there are three possibilities: (a) through a challenge to the tribunal's substantive jurisdiction (s67 of the AA96); (b) through a challenge on the basis of serious irregularity affecting the tribunal, the proceedings or the award (s68); or (c) (unless otherwise agreed by the parties)

			through an appeal on a point of law (s69). A tribunal should be astute to these grounds (in addition to the specific commentary set out above) when rendering an award.
XVII.1.a	If you answer to question XVII.1 is yes, please briefly indicate (in the comments column) which requirements are needed	See comment.	See **XVII.1** above.