



Erhvervslivets forventninger til voldgift

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Erhvervslivets forventninger til voldgift



Hvorfor vælger vi voldgift

- Hurtigere proces
- Dommerne
- Anonymitet
- Mindre formel tvisteløsning
- Bedre afgørelser
- Er voldgift altid den bedste løsning

Skal man bare indsætte en voldgift- klausul i sin kontrakt efter seneste kontrakt

- Eksempler

Erhvervslivets forventninger til voldgift



Hvad er relevant ved udpegning af voldgiftdommere?

- Faglig indsigt
- 3 eller 1 dommer

Internationale forretningsforhold

Spiller omkostninger en rolle

Fuldbyrdelse

Andre modeller

- Forenklet voldgift
- Tvisteløsningspanel
- Mediation

Instituttets anbefalede voldgiftklasul



”Enhver tvist, som måtte opstå i forbindelse med denne kontrakt, herunder tvister vedrørende kontraktens eksistens eller gyldighed, skal afgøres ved voldgift ved Voldgiftsinstituttet efter de af Voldgiftsinstituttet vedtagne regler herom, som er gældende ved indledningen af voldgiftssagen.”

Dispute Resolution



- 36.1 In the event of a dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (“**Dispute**”), a Party must, as soon as reasonably practicable, give notice of the Dispute to the other Party.
- 36.2 The Authorised Representatives must meet to discuss and attempt to resolve the Dispute within 10 Business Days of receipt of the notice in Clause 36.1.
- 36.3 **If the Authorised Representatives** cannot resolve the Dispute within 10 Business Days, each party must refer the Dispute to the **Steering Committee** and if the Steering Committee cannot resolve the Dispute within 10 Business Days, the Dispute must be referred to the **chief executive officer** of the Parties who must then attempt to resolve the dispute within a further period of 10 Business Days.
- 36.4 If the Dispute is not resolved in accordance with Clause 36.3, the Dispute will, at the request of either Party be referred to arbitration in accordance with Clause 37 which will be binding on the Parties.
- 36.5 Except where a Party seeks urgent interlocutory relief, neither Party may commence court action, without having first complied with this Clause 36 and 37.

Dispute Resolution



GOVERNING LAW, JURISDICTION

37.1 This Agreement shall be governed by and construed in accordance with English law.

37.2 Unless the parties agree otherwise, any dispute that is not able to be resolved pursuant to Clause 36, but excluding disputes under the B/L, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (the "Rules"), which are deemed to be incorporated by reference to this Clause.

37.3 Any Party may, either separately or together with any other Party, initiate arbitration proceedings pursuant to this Clause by sending its request to the London Court of International Arbitration (a copy of which request shall be sent to all the other Parties) (such request being an "Arbitration Request").

37.4 The Arbitral Tribunal constituted pursuant to the Rules shall consist of one arbitrator, who shall be appointed by agreement of all the parties to the relevant dispute. If the parties to the relevant dispute fail to agree upon the appointment of the arbitrator within 21 days of the date of deemed receipt of the Arbitration Request, the President of the London Court of International Arbitration shall appoint the arbitrator at the written request of any party to the dispute (a copy of which request shall be sent to all the other parties to the relevant dispute).

Dispute Resolution



37.5 Any arbitrator appointed shall be versed in English law and shall have appropriate commercial experience.

37.6 The seat of any arbitration shall be London and the language to be used in the arbitral proceedings shall be English.

37.7 **Disputes related to Network Savings shall be finally settled by the Network Savings Arbitrator.** If a Party disputes the independence of the Network Savings Arbitrator, or the appointed Network Savings Arbitrator is unable to act for any reason, another Network Saving Arbitrator is to be appointed by the Steering Committee or failing agreement in the Steering Committee by the Auditor not later than 5 Business Days after request to the Auditor to appoint the Network Saving Arbitrator. The Network Saving Arbitrator shall have access to all relevant material and shall submit his calculation of Network Savings within 20 Business Days after appointment – such calculation shall be final and binding upon the Parties except in cases of manifest errors.

Dispute Resolution



26. Law and Jurisdiction

For shipments to or from the U.S. any dispute relating to this bill of lading shall be governed by U.S. law and the United States Federal Court of the Southern District of New York is to have exclusive jurisdiction to hear all disputes in respect thereof. In all other cases, this bill of lading shall be governed by and construed in accordance with English law and all disputes arising hereunder shall be determined by the English High Court of Justice in London to the exclusion of the jurisdiction of the courts of another country. Alternatively and at the Carrier's sole option, the Carrier may commence proceedings against the Merchant at a competent court of a place of business of the Merchant.

Dispute Resolution Procedure



46.1 Negotiation

The Parties shall endeavour to solve any disputes by direct negotiation between their respective managements at an executive level as further specified in the Governance Model.

46.2 Non-binding expert decisions

In the event of a dispute relating to a legal or technical matter arising out of or under this Agreement, **either Party may request that a non-binding decision is obtained by an independent expert in accordance** with the applicable rules on non-binding legal/technical decisions issued by **The Danish Institute of Arbitration**. The Parties agree that Section 21(5) of the Danish Act on limitation shall apply as between the Parties in respect of such process.

Dispute Resolution Procedure..



46.3 Arbitration

If a dispute has not been settled (i) within 30 days of a Party's request for negotiation, (ii) upon closure of mediation proceedings (if so requested), or (iii) within 30 days upon the non-binding decision having been obtained (if so requested), any such dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitration court shall **consist of three arbitrators** and each Party shall appoint one arbitrator, whereas the Danish Arbitration Institute shall appoint one arbitrator who shall be the chairman of the arbitration court. **In case the dispute relates to a claim below DKK 3,000,000 (excluding VAT, taxes and claims on interest), the arbitration court shall consist of only one arbitrator to be appointed by the Danish Arbitration Institute.** The place of arbitration shall be Copenhagen and the language shall be Danish.

46.4 No access to ordinary courts of law

Disputes between the Parties on the performance, interpretation or construction of this Agreement cannot be brought before the ordinary courts of law. Notwithstanding the above, by submitting to arbitration, the Parties do not deprive any court of its jurisdiction to issue, at the request of one of the Parties, a preliminary injunctive relief or any order in aid of the arbitration proceedings and the enforcement of any arbitration award.