

**GENERAL LICENCE – London Court of International Arbitration (LCIA) Arbitration Costs**

**INT/2022/1552576**

1. This licence is granted under regulation 32 of the Republic of Belarus (Sanctions) (EU Exit) Regulations 2019 ("the Belarus Regulations") and 64 of the Russia (Sanctions) (EU Exit) Regulations 2019 ("the Russia Regulations").
2. Any act which would otherwise breach the prohibitions in regulations 11 to 15 of the Belarus Regulations and regulations 11 to 15 of the Russia Regulations is exempt from those prohibitions to the extent required to give effect to the permissions in this licence.
3. In this licence:

the " <b>DPs</b> " means	Those individuals or entities designated under the Belarus Regulations and Russia Regulations only.
" <b>LCIA</b> " means	The London Court of International Arbitration, 1 Paternoster Lane, London, EC4M 7BQ.
" <b>LCIA Arbitration Rules</b> " means	The rules governing LCIA arbitrations, as effective 1 October 2020 (" <b>the 2020 Rules</b> "), 1 October 2014 (" <b>the 2014 Rules</b> "), and 1 January 1998 (" <b>the 1998 Rules</b> ").
a " <b>Person</b> " means	An individual, a body of persons corporate or unincorporate, any organisation or any association or combination of persons.
" <b>non-DPs</b> " means	Individuals or entities not sanctioned under any UK sanctions regimes and not sanctioned by the United Nations.
" <b>Legal Representative</b> " means	A person or firm authorised to act in relation to legal matters on behalf of a DP or a company owned or controlled by a DP.
" <b>Arbitration Costs</b> " means	The LCIA's arbitration costs, as permitted by the LCIA's Schedule of Arbitration Costs pursuant to the 2020 Rules, the 2014 Rules and the 1998 Rules (for reference, the schedule applicable to LCIA arbitrations commenced from 1 October 2020 is appended at Annex 1 of this Licence).

<p><b>"Substitute Deposit(s)"</b> means</p>	<p>A deposit paid by a non-DP to the LCIA pursuant to Article 24.6 of the 2020 Rules, Article 24.4 of the 2014 Rules or Article 24.3 of the 1998 Rules.</p> <p>For reference, Article 24.6 of the 2020 Rules provides that: <i>"In the event that a party fails or refuses to make any payment on account of the Arbitration Costs as directed by the LCIA Court, the LCIA Court may direct the other party or parties to effect a further Advance Payment for Costs in an equivalent amount to allow the arbitration to proceed (subject to any order or award on Arbitration Costs)."</i></p>
<p>a <b>"Relevant Institution"</b> means</p>	<p>A person that has permission under Part 4A of the Financial Services and Markets Act 2000(3) (permission to carry on regulated activity).</p> <p>A person that is authorised or registered under Part 2 of the Payment Services Regulations (SI 2017/752).</p> <p>A person that is authorised or registered under Part 2 of the Electronic Money Regulations (SI 2011/99).</p> <p>A person that is a "recognised clearing house", "third country central counterparty", "recognised CSD" or "third country CSD" for the purposes of s.285 of the Financial Services and Markets Act 2000.</p> <p>A person that is an operator of a recognised payment system (or that is a service provider in relation to recognised payment systems) for the purposes of Part 5 of the Banking Act 2009.</p>
<p>a <b>"Bank"</b> means</p>	<p>A person or a firm with a Part 4A permission (under the Financial Services and Markets Act 2000) which includes accepting deposits, and which is a credit institution; but which is not a building society, a friendly society or a credit union.</p>
<p><b>"LCIA Banks"</b> means</p>	<p>The Bank(s) engaged by the LCIA from time to time to manage deposits it receives in respect of Arbitration Costs.</p>

## Permissions

4. Under this licence, subject to the conditions below:

4.1 DPs, companies owned or controlled by DPs or their Legal Representatives may pay funds to the LCIA to cover Arbitration Costs, and the LCIA may direct payment of funds, receive any such funds and use them to pay for Arbitration Costs in accordance with the LCIA Arbitration Rules;

4.2 Where DPs, companies owned or controlled by DPs or their Legal Representatives deposited funds with the LCIA prior to the relevant DP's designation, the LCIA may use any such funds to pay for Arbitration Costs in accordance with the LCIA Arbitration Rules;

4.3 The LCIA may direct and receive Substitute Deposit(s) from non-DPs who are party to an arbitral proceeding with a DP or a company owned or controlled by a DP;

4.4 LCIA Banks may apply interest to any funds which are held by the LCIA on trust for DPs or companies owned or controlled by DPs; and

4.5 Relevant Institutions may process payments made in accordance with the permissions in this licence.

## Record-keeping Requirements

5. A Person must keep accurate, complete and readable records, on paper or electronically, of any activity purporting to have been permitted under this licence for a minimum of 6 years. These documents must be made available on request by OFSI.

## General

6. The permissions in this licence do not authorise any act which the Person carrying out the act knows, or has reasonable grounds for suspecting, will result in funds or economic resources being dealt with or made available in breach of the Belarus Regulations and/or the Russia Regulations, save as permitted under this or other licences granted under the Belarus Regulations and/or the Russia Regulations.

7. Information provided to HM Treasury in connection with this licence shall be disclosed to third parties only in compliance with the UK General Data Protection Regulation and the Data Protection Act 2018.

8. This licence takes effect from 17 October 2022 and is of indefinite duration.

9. HM Treasury may vary, revoke or suspend this licence at any time.

**Signed:**



**Office of Financial Sanctions Implementation  
HM Treasury  
17 October 2022**

ANNEX 1: Schedule of Arbitration Costs

Schedule of Arbitration Costs

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*effective 1 October 2020*

For arbitrations conducted under the LCIA arbitration rules (the "LCIA Rules").

This schedule of arbitration costs (the "Schedule of Costs"), as amended from time to time by the LCIA, forms part of the LCIA Rules, and will apply in all arbitrations commenced after its effective date.

**1. Administrative Charges**

1(i) Registration fee (payable in advance with the Request for Arbitration: non-refundable).

**Registration Fee** **£1,950**

1(ii) Time spent\* by the Secretariat of the LCIA in the administration of the arbitration.

<b>Registrar / Deputy Registrar</b>	<b>£280 per hour</b>
<b>Counsel</b>	<b>£250 per hour</b>
<b>Case administrators</b>	<b>£195 per hour</b>
<b>Casework accounting functions</b>	<b>£165 per hour</b>

1(iii) Time spent by members of the LCIA Court in carrying out their functions in deciding any challenge brought under the LCIA Rules.

**Hourly Rates to be set by the LCIA Court**

1(iv) A sum equivalent to 5% of the fees of the Arbitral Tribunal (excluding expenses) in respect of the LCIA's general overhead.

1(v) Expenses incurred by the Secretariat and by members of the LCIA Court in connection with the arbitration (such as postage, telephone, travel, communications technology etc.) and additional arbitration support services, whether provided by the Secretariat or by the members of the LCIA Court from their own resources or otherwise.

1(vi) The LCIA's charges will be invoiced in sterling, but may be paid in other convertible currencies, at exchange rates prevailing at the time of payment.

1(vii) Charges may be subject to Value Added Tax at the prevailing rate.

## 2. Fees and Expenses of the Arbitral Tribunal

2(i) The Arbitral Tribunal's fees will be calculated by reference to work done by its members in connection with the arbitration and will be charged at rates appropriate to the particular circumstances of the case, including its complexity and any requirements as to special qualifications of the arbitrators. The Arbitral Tribunal shall agree in writing upon fee rates conforming to this Schedule of Costs prior to its appointment by the LCIA Court. The rates will be advised by the Registrar to the parties at the time of the appointment of the Arbitral Tribunal but may be reviewed if the duration or a change in the circumstances of the arbitration requires.

Fees shall be at hourly rates **not exceeding £500**.

However, in exceptional cases, the rate may be higher, provided that, in such cases, (i) the fees of the Arbitral Tribunal shall be fixed by the LCIA Court on the recommendation of the Registrar, following consultations with the arbitrator(s), and (ii) the fees shall be agreed expressly by all parties.

2(ii) The Arbitral Tribunal's fees may include a charge for time spent travelling.

2(iii) The Arbitral Tribunal's fees may also include a charge for time reserved but not used as a result of late postponement or cancellation of hearings, provided that the basis for such charge shall be advised in writing to, and approved by, the LCIA Court and that the parties have been informed in advance.

2(iv) The Arbitral Tribunal may also recover such expenses as are reasonably incurred in connection with the arbitration, and as are reasonable in amount, provided that claims for expenses should be supported by invoices or receipts.

2(v) The Arbitral Tribunal's fees shall be invoiced in the currency of account between the Arbitral Tribunal and the parties.

2(vi) In determining the Arbitration Costs for the purposes of Article 28.1 of the LCIA Rules, the LCIA Court may in exceptional circumstances limit the Arbitral Tribunal's fees to a sum commensurate with the particular circumstances of the case including its complexity, duration and any other relevant circumstances, provided that if such limit is to be considered, the LCIA Court will inform the Arbitral Tribunal as soon as reasonably possible.

2(vii) Charges may be subject to Value Added Tax or similar taxes at the prevailing rate.

## 3. Payment from the Advance Payment for Costs

3(i) When payments are required to cover any part of the Arbitration Costs, including: the LCIA's administrative charges; the fees or expenses of members of the LCIA Court, the Arbitral Tribunal's fees or expenses, the fees or expenses of any expert appointed by the Arbitral Tribunal, the fees or expenses of any tribunal secretary; or charges for hearing rooms, communications technology and other support services; such payments may be made against the invoices for any of the above from funds received as the Advance Payment for Costs. If no or insufficient funds have been received at the time the payment is required, the invoices for any of the above may be submitted for payment direct by the parties.

3(ii) Any request by members of the LCIA Court or an arbitrator or expert appointed by the Arbitral Tribunal or tribunal secretary for payment of or on account of fees shall be supported by a fee note providing details of the time spent at the rates that have been advised to the parties by the LCIA. The fee note shall include, or be accompanied by, a breakdown of what time has been spent and when, as well as providing a general description of the nature of the tasks undertaken, to the satisfaction of the LCIA Court. The fee note will be forwarded to the parties.

3(iii) Any dispute regarding the LCIA's administrative charges, or the fees and expenses of the Arbitral Tribunal, any expert appointed by the Arbitral Tribunal or any tribunal secretary, shall be determined by the LCIA Court.

#### **4. Bank Charges**

Any bank charges incurred on any transfer of funds by the parties to the LCIA shall be borne exclusively by the party or parties transferring the funds.

#### **5. Emergency Arbitrator**

The Special Fee for emergency proceedings under Article 9.5 of the LCIA Rules shall comprise the application fee and the Emergency Arbitrator's fee as set out in this section.

5(ii) Application fee (payable with the application for the appointment of an Emergency Arbitrator under Article 9B of the LCIA Rules: non-refundable).

**£9,000**

5(iii) Emergency Arbitrator's fee, to cover time charges and expenses (payable with the application for the appointment of an Emergency Arbitrator: non-refundable if the LCIA Court appoints an Emergency Arbitrator).

**£22,000**

5(iv) The Emergency Arbitrator's fee may be increased by the LCIA Court on the recommendation of the Registrar at any time during the emergency proceedings if the particular circumstances of the case are deemed to warrant a higher fee.

5(v) In the event of a challenge by any party to the Emergency Arbitrator, the party that applied for the appointment of the Emergency Arbitrator shall pay forthwith to the LCIA such further sum as may be directed by the LCIA Court in respect of the fees and expenses of the individual or division appointed to decide the challenge.

5(vi) If the LCIA refuses an application for the appointment of an Emergency Arbitrator, the Emergency Arbitrator's fee shall be treated as an Advance Payment for Costs lodged by the applicant party on account of the Arbitration Costs in accordance with Article 24 of the LCIA Rules.

5(vii) Charges for the emergency proceedings may be subject to Value Added Tax or similar taxes at the prevailing rate.

## **6. Tribunal Secretary**

6(i) An hourly rate in the range of £75 to £175 per hour would generally be considered reasonable for a tribunal secretary.

6(ii) Where the parties have agreed an hourly rate to be charged by a tribunal secretary, the tribunal secretary's fees will be calculated by reference to work done in connection with the arbitration and will be charged at the agreed rate.

6(iii) The tribunal secretary's fees may include a charge for time spent travelling.

6(iv) The tribunal secretary's fees may also include a charge for time reserved but not used as a result of late postponement or cancellation of hearings, provided that the basis for such charge shall be advised in writing to, and approved by, the LCIA Court and that the parties have been informed in advance.

6(v) Section 2(vi) above shall apply, with necessary changes, to any tribunal secretary.

6(vi) Where the parties have agreed that the tribunal secretary shall be entitled to have expenses reimbursed, the tribunal secretary may recover such expenses as are reasonably incurred in connection with the arbitration, and as are reasonable in amount, provided that claims for expenses should be supported by invoices or receipts.

6(vii) The tribunal secretary's fees may be subject to Value Added Tax or similar taxes at the prevailing rate.

\* Minimum unit of time in all cases: 15 minutes

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