Schedule of Costs
ad hoc arbitration
effective 1 January 2014

For arbitrations administered by the LCIA under the UNCITRAL arbitration rules or other ad hoc rules or procedures agreed by the parties to the arbitration.

This schedule of arbitration costs (the Schedule), as amended from time to time by the LCIA, will apply in all current and future arbitrations as from its effective date.

1. Administrative charges

1(a) Registration Fee (payable in advance with the Notice of, or Request for, Arbitration: non-refundable). £1,750

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

Registrar / Deputy Registrar £250 per hour
Counsel £225 per hour
Case administrators £175 per hour
Casework accounting functions £150 per hour

1(c) Time spent by members of the LCIA Court in carrying out their functions in deciding any challenge brought under the applicable rules or procedures.**

at hourly rates advised by members of the LCIA Court

1(d) A sum equivalent to 5% of the fees of the Tribunal (excluding expenses) in respect of the LCIA’s general overhead.**

1(e) Expenses incurred by the Secretariat and by members of the LCIA Court, in connection with the arbitration (such as postage, telephone, facsimile, travel 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(f) The LCIA’s charges will be invoiced in sterling, but may be paid in other convertible currencies, at rates prevailing at the time of payment.

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

2. Fees and expenses of the Tribunal*

2(a) The Tribunal’s fees and expenses will be calculated and charged to the parties in accordance with the relevant provisions of the applicable rules or procedures.

2(b) If the Tribunal’s fees are to be based on the time spent by the Tribunal in the course of the arbitration, they shall be at hourly rates not exceeding £450.
2(c) However, in exceptional cases, the rate may be higher, provided that, in such cases, (a) the fees of the Tribunal shall be fixed by the LCIA Court on the recommendation of the Registrar, following consultations with the arbitrator(s), and (b) the fees shall be agreed expressly by all parties.

2(d) Subject to paragraph 2(a) above, the Tribunal may:

(i) charge for time spent travelling;

(ii) 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

(iii) 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(e) The Tribunal’s fees shall be invoiced in the currency of account between the Tribunal and the parties.

2(f) In the event of the revocation of the appointment of any arbitrator, pursuant to the provisions of the applicable rules or procedures, the LCIA Court shall decide upon the amount of fees and expenses (if any) to be paid for the former arbitrator’s services as it may consider appropriate in all the circumstances.

2(g) Charges may be subject to Value Added Tax at the prevailing rate.

3. Administration of parties’ funds

3(a) The Tribunal may direct the parties, in such proportions and at such time as it thinks appropriate, to make one or more payments on account of the costs of the arbitration other than the legal or other expenses incurred by the parties themselves (the Arbitration Costs).

3(b) The Tribunal shall not proceed with the arbitration without ascertaining at all times from the LCIA Registrar or any deputy Registrar that the LCIA is in requisite funds.

3(c) All payments made by the parties on account of the Arbitration Costs shall be held by the LCIA in trust under English law in England, to be disbursed or otherwise applied by the LCIA in accordance with the LCIA Rules and invested having regard also to the interests of the LCIA. Each payment made by a party shall be credited by the LCIA with interest at the rate from time to time credited to an overnight deposit of that amount with the bank(s) engaged by the LCIA to manage deposits from time to time; and any surplus income (beyond such interest) shall accrue for the sole benefit of the LCIA. In the event that payments (with such interest) exceed the total amount of the Arbitration Costs at the conclusion of the arbitration, the excess amount shall be returned by the LCIA to the parties as the ultimate default beneficiaries of the trust.

3(d) When interim 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 Tribunal’s fees or expenses, including the fees or expenses of any expert appointed by the Tribunal; the fees or expenses of any Secretary to the Tribunal; or charges for hearing rooms and other support services, such payments
may be made against the invoices for any of the above from funds held on deposit. If no or insufficient funds are held at the time the interim payment is required, the invoices for any of the above may be submitted for payment direct by the parties.

3(e) Any request by an arbitrator for payment by the LCIA on account of his fees shall be supported by a fee note, or fee notes, which shall include, or be accompanied by, a detailed breakdown of the time spent at the rates that have been agreed with the parties, and the fee note, or fee notes, will be forwarded to the parties prior to the settlement of the account.

3(f) 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.

3(g) The parties shall be jointly and severally liable for the charges and expenses of the Tribunal and the LCIA, until such charges and expenses have been paid in full.

4. **Limitation of liability**

None of the LCIA (including its officers, members and employees), the LCIA Court (including its President, Vice-Presidents and members), and the LCIA Registrar shall be liable to any party howsoever for any act or omission in connection with the LCIA’s administration of any arbitration under the UNCITRAL arbitration rules or other ad hoc rules or procedures agreed by the parties to the arbitration save (i) where the act or omission is shown by that party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that party and (ii) the extent to which any part of this provision is prohibited by any applicable law.

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

** Items 1(b), 1(c), 1(d) and 1(e) above, are payable on interim invoice, or with the award.