



Australasian Forum for  
International Arbitration

## First AFIA Newsletter

**Christopher Kee**

**Keelins**

(AFIA Public Officer / Secretary)

Welcome to what will hopefully be the first of many AFIA newsletters. These newsletters will not be produced to a particular timetable but will generally be used to disseminate bulk information to members as and when the need arises.

It is envisaged that this will become one of the primary methods of conveying interesting and important information. Members are encouraged to submit pieces for publication in the newsletter that may be of interest to AFIA as a whole. Submissions may be forwarded to myself or to James Konidaris, who has been newly appointed as Deputy Secretary to assist with the general administration.

The first important message to relay is AFIA's new contact details. As my firm has moved offices so has AFIA!

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## Report on 4<sup>th</sup> AFIA Symposium

**Anna Brown**

**Aurelie Jacquet**

**Louise Edwards**

**Michelle Bennett**

**Brooke Griffin**

**Allens Arthur Robinson**

Thank you to all those who participated in the 4th AFIA symposium. The symposium was held in Melbourne on Friday 15 April and hosted by *Allens Arthur Robinson*. There were a record 38 participants in total and many of these were first time AFIA attendees.

A variety of firms were represented including *AAR, BDW, Clayton Utz, Deacons, Freehills, Mallesons* and *Minter Ellison*, as well as the local and international offices of *Coudert Brothers* (referring of course to Simon Greenberg, who brought some Parisian glamour to the event). Others attendees included in-house counsel, visitors from the Federal Court, students and academics from both within Australia and further a field.

The two sessions were chaired by members of the AFIA committee and some newer faces from *AAR* and between them the panellists facilitated thought provoking discussion on a range of issues. Topics included the clash of civil and common law cultures surrounding discovery procedures, partial and interim awards, consolidation of proceedings and the usual bemoaning of somewhat problematic Australian judicial decisions on the enforcement of awards. The audience was also faced with a scenario where an arbitrator was presented 'killer' evidence not referred to by the parties the day before an award was to be rendered and interestingly, the proposed resolutions differed significantly, reflecting the variety of legal and cultural backgrounds present in the room. At the end of an afternoon of mental exertion it was time for drinks, canapés, a spot of dinner, then followed by more drinks of course. Overall, in keeping with previous symposiums, we're happy to say that it was a successful afternoon and thoroughly enjoyable evening.

*continued on page 2*

## 4<sup>th</sup> AFIA Symposium Discussion Topics & Notes

### A. The Arbitration Agreement

**Cross border transactions arbitration clauses:** *Are people frequently inserting international arbitration clauses into cross border transactional documents? If so, what tends to be the non-Australian venue, given (insofar as the agreement involves at least one Australian party) the need for neutrality?*

Sally Fitzgerald

Insertion of international arbitration clauses appears to be becoming more common, as people are starting to acknowledge their usefulness. Often practitioners fail to realise the difference between domestic and international arbitration. They tend to assume that international arbitration suffers from the same pitfalls as domestic arbitration when in fact it can be particularly useful in cross-border transactions to address dispute resolution issues.

There are three main questions that a practitioner must consider when inserting international arbitration clauses into cross-border transactional documents:

- background of the parties (civil or common law);
- venue (the main issue here tends to be about cost);
- neutrality (the perception is that venues such as Singapore, Switzerland and the UK are good for neutrality).

In terms of neutrality, it is more common for Australian parties to an arbitration clause to choose Singapore, Switzerland or London over Melbourne or Sydney. However, it was stated that the fact that the seat of the arbitration is Singapore does not preclude the hearings from being heard in another venue for the sake of convenience, for example Sydney. Such an arrangement could be particularly appropriate if the majority of the evidence is located in Sydney. Separating the seat of the arbitration from the venue of the hearings also gives local firms more opportunity to act in the arbitration.

It was commented that in the situation where the seat and venue of the arbitration is separated, tax is applicable in the place where the hearings are held. Therefore an Australian venue would most likely lead to Australian tax consequences.

### B. Commencing an Arbitration

**Terms of reference:** *How necessary or effective are 'terms of reference' in international arbitration?*

Christopher Kee



*Bjorn Gehle saying a few words of welcome at the 4<sup>th</sup> AFIA Symposium*

The focus of discussion was the advantages and disadvantages of compulsory versus optional terms of reference. The advantages identified were:

- terms of reference may constitute the arbitration agreement;
- the issues in dispute are crystallised – the parties may realise that the issues are not as numerous or large as would appear from a stream of correspondence;
- bringing the parties together to construct the terms of reference may lead to early settlement;
- terms of reference can provide a procedural and substantive roadmap for the dispute;

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- although establishing terms of reference may be initially costly and time intensive, it may be more efficient in the long term than submissions from the parties;
  - terms of reference can assist in resolving uncertainty as to the issues; and
  - bringing the parties together in person means that new issues can be discussed and possibly resolved on the spot.

The disadvantages identified were:

- if parties are relying on terms of reference and there is a dispute as to their content, it can be costly and time intensive to resolve. In that situation, it will be the arbitrator who ultimately decides the matters in dispute;
- the terms of reference will need to be renegotiated if the parties later change their minds about what is at dispute; and
- terms of reference can delay the proceedings in some situations and may prove cumbersome for some parties.

It was said that terms of reference should be constructed following an initial meeting between the parties once the dispute arises. The difficulty lies in parties not being able to agree what the dispute is in the first place. Once the parties know and can agree on the issues in dispute, the case management becomes easier. It was suggested that terms of reference should be negotiated after the first round of position statements when both parties are more familiar with the issues in dispute.

There was a brief discussion about narrow versus detailed terms of reference. If the terms are narrow, the arbitrator may not know about the issues in depth. It was said that narrowly framed terms of reference are not an adequate substitute for detailed submissions from the parties.

The ICC rules favour the creation of terms of reference and they are often suggested by the arbitrator.

It was noted that terms of reference work better for large technical disputes rather than smaller matters. Another tool that may be useful in large construction matters is the involvement of an expert facilitator to meet with the parties and assist in identifying and agreeing on the issues in dispute.

It was asked whether terms of reference can be re-negotiated. Generally it was agreed that they can. This is more common in larger arbitrations because of the reliance on the terms of reference to define the claims and issues. The need for re-drafting can be overcome if the first draft of the terms of reference is flexible.

## C. Choice of Law

**Res judicata:** *It is obvious that it would apply to an arbitral award since an award, once rendered, has the effect of a local judgement according to the Model Law / New York Convention. However, does this mean that local (i.e. of the place of arbitration) rules concerning res judicata are applied just as they are applied to a court decision? Obviously a court would apply its own rules regarding res judicata but if a second arbitral tribunal is constituted to decide the same claims, does the arbitral tribunal apply the local court's rules of res judicata as the court would? Or does it apply those of the applicable substantive law? Or general principles of res judicata?*

**Simon Greenberg**

The difference between issue estoppel and res judicata was discussed. It was decided that they effectively mean the same thing, that is, issues resolved by the court cannot be raised again unless there is the option for an appeal. The difference with res judicata, as it applies in France and other civil law jurisdictions, is that a case can be brought on the same facts as has been previously before the Court if the right being claimed is different. This cannot occur in Australia. The issue as it relates to international arbitration is that the decision of the arbitrator is supposed to be final but the principle of res judicata does apply.

## D. Arbitral Procedure

**Clash of culture:** *Civil and common law procedures – do they 'co-exist' or clash in the context of an international arbitration?*

**Aurelie Jacquet**

The main clash of culture identified was the discovery process. A publication that was obtained at the ACICA conference in Sydney was identified as a good source of information on the differences between civil and common law jurisdictions in the context of international arbitration. The latest version of the publication, which is entitled 'International Comparative Legal Guide to Arbitration 2004' is available at <http://www.iclg.co.uk/>. It provides 6 articles and 37 sets of questions and answers from practitioners in various countries. The lead article, for example, looks at the taking of evidence in international commercial arbitration.

The International Bar Association (IBA) Rules have attempted to bridge the gap between civil and common law expectations with respect to discovery. The guiding principles for IBA discovery were summarised as:

- setting out the steps for collection of evidence and the discovery;
- dealing with discovery requests, including to whom the evidence is sent; and
- allowing the arbitrators to set the time limit for discovery.

It was stated that for civil law arbitration practitioners, it is accepted practice that there will be some level of discovery because the common law is more prevalent than civil law. However, such discovery is not necessarily full common law discovery but can be tailored to fit the circumstances.

**Evidence not referred to by parties:** *You are nearing the end of a long arbitration with a fixed deadline (already extended several times (none anything to do with the Arbitrator) with the parties firmly agreed "no more extensions") for delivery of the Award and your Award is complete bar proof-reading; late (i.e. after 6pm) on the last day, while checking a cross-reference to a document, you notice in the Bundle at p.2092 of 4,500 the "killer" e-mail from the Respondent's General Manager to his CEO which totally destroys R's defence; the e-mail was 'discovered' at an early stage in proceedings so both parties have had possession of it, R since origination 2 years ago, C for months. However, neither party has referred to the e-mail in the proceeding but it is clear that R has no answer. There are several options open to the Arbitrator including (i) asking for an extension to permit the Parties to address the document; (ii) issuing your Award relying on the document on the basis that both parties have it and can be deemed aware of it and that R has no answer (iii) etc etc. What would you do?*

**Chairs**

It is best to look at this situation from an Arbitrator's perspective. It was said that the rules applicable to the arbitration should be looked at first. If the arbitrator is bound by the rules to 'take into account the evidence before him', then he or she would be bound to consider the e-mail. If the Arbitrator was to rely on the e-mail, the parties could be approached and asked for any submissions in relation to the e-mail.

Alternatively, as there was firm agreement not to extend the duration of the arbitration, the Arbitrator could be exceeding his or her jurisdiction by giving the parties an opportunity to respond (and also could be seen as favouring the party who is given an opportunity to respond).

*Simon Greenberg, Christopher Kee and Elisabeth Opie co-chairing a session of the 4<sup>th</sup> AFIA Symposium*



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*This issue was returned to a second time towards the end of the symposium after break out discussions amongst the various tables.*

One group contended that arbitration is consensual. Therefore the fact of the deadline should not be an issue and parties should be asked what they wanted to do. It was suggested that the issue should be raised with the parties in general terms so as not to reveal who the document favoured.

Such approaches raise the issue of what would happen if the parties have conflicting preferences. It was suggested that this same issue arises every time an arbitrator is presented with an application for an extension of time by one party.

***U.S. style discovery:*** *One of the criticisms of international arbitration sited in the United States, or involving United States counsel and/or arbitrators, is that discovery along the lines of US style court discovery is often ordered. Is that still people's experience/understanding?*

***Sally Fitzgerald***

It has been the experience of some arbitration lawyers that American lawyers, although experienced litigators, are inexperienced in arbitration and tend to have an expectation of full US-style discovery. In some cases this may extend to requests for depositions.

This criticism has also been levelled at English, New Zealand and Australian law firms where there has been an expectation that discovery would be conducted in accordance with the rules of their domestic courts. The reality is that in the context of international arbitration, the extent of discovery is at the discretion of the arbitrator.

Some arbitration agreements provide for full discovery but often a general reading of the arbitration clause indicates the parties were expecting a more streamlined process than full discovery.

The best way to deal with the issue of discovery is to leave it at the arbitrator's discretion. It is good if the parties can agree to a form of discovery but if they cannot, the issue can be left to the discretion of the arbitrator.

***Discovery:*** *Is there a need for a uniform approach to this (e.g. a set of guidelines setting out permissible scope) since no two arbitrators ever seem to have the same view on discovery? Or should this depend on the applicable substantive law? Or the law of the seat?*

***Simon Greenberg***

The IBA Rules have attempted to reach a compromise between civil and common law expectations with respect to discovery (see discussion above).

## **E. Arbitral Institutions and Rules**

***CIETAC's new rules:*** *The long awaited new CIETAC rules are finally out. Do they meet international standards?*

***Simon Greenberg***

One practitioner expressed dissatisfaction with the new rules. It was agreed that a detailed discussion of the CIETAC rules would be of little value without a copy of the new rules. No-one was able to report on the differences between the new and old versions of the rules however it was thought that the new rules included provision for the appointment of foreign arbitrators, therefore increasing the pool of arbitrators available for CIETAC arbitrations.

***International Arbitration Rules:*** *How do you choose which Rules are the ones for you?*

***Aurelie Jacquet***

The preference in Asia tends to be for the ICC Rules as they are seen as neutral and international, rather than the new CIETAC Rules. Generally, rules are chosen at the client's request and their decision is usually based on their familiarity with particular rules such as those of the ICC, which is why the ICC Rules are used more frequently than the LCIA Rules and other European rules.

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From a lawyer's perspective, the rules chosen are those which are well tested. New rules may appear to be better than existing ones but unless they are well tested, they won't be a popular choice with lawyers.

Another factor in choosing rules may be cost. At the drafting stage, however, it is not known whether the dispute will be legal or technical. A risk analysis of the potential dispute scenarios could be used to determine which rules will be used, based on the cost structure provided by the rules. For example, in some complex matters, costs will rise because certain rules provide for the fees of the arbitrator to be paid by the hour (although at some point these fees are usually capped). In contrast, other rules have a table of fees which can give you a good idea of how the cost of the arbitration may increase. Fee tables do not include the cost of counsel. There are strong cost arguments for making the cap to the Arbitrator fees apply to the lawyers too, and for making Arbitrator fees and lawyers' fees proportionate to the amount of the dispute. Another reform that was suggested was a monthly exchange of cost estimates between the parties. It was suggested by one participant that this has previously been a successful way to keep costs under control.

It is hoped that Australian lawyers will choose to use the new ACICA Rules, which were drafted after comparing existing arbitral rules from around the world.

## F. Interim Measures

***Interim measures:*** *Extent of an arbitral tribunal's or court's power to order interim measures which are not 'in respect of the subject matter of the dispute' for the purposes of articles 9 and 17 of the UNCITRAL Model Law in light of the New Zealand decision in Lindow v Barton McGill Marine Ltd (2002) [16 PRNZ 796].*

**Simon Greenberg**

*Lindow* concerned the tribunal's power to order security for costs. The court considered whether an arbitral tribunal can award security for costs. It concluded that the tribunal cannot give security for costs in the absence of a specific power because such security does not meet the subject matter criteria in Article 17 Model Law. It also concluded that the broader wording of Article 9 did not give the court power to order security for costs either.

There was some disagreement amongst practitioners over whether security for costs could ever satisfy the 'subject matter' criteria of Article 17. It was thought that the court should not have broader power than the arbitral tribunal to issue interim measures but the phrasing of Article 17 and 9 is quite different. The subject matter criteria in Article 17 was considered unfortunate as it constrained the powers of the tribunal. This issue may be resolved by careful drafting, either in defining the subject matter in dispute or in conferring power upon the tribunal to award security for costs. It was felt that Australian courts may look to *Lindow* for guidance in the future.

Comment was sought on practitioners' experience with interim measures applications in tribunals and courts. The following responses were given:

- Victorian courts are receptive to applications for interim measures in support of international commercial arbitrations. For example subpoenas have been readily obtained.
- In New Zealand, the courts have granted interim measures in support of off-shore international commercial arbitrations in two cases. The measures were directed at preserving the status quo.
- In an ICC arbitration, a party sought access to inspect a property and the tribunal held that it had jurisdiction under the ICC rules to grant such access. However, the application failed on its merits.
- It was generally accepted that interim measures to preserve the status quo were most readily obtained, while security for costs were almost impossible to obtain partly because of the tension between common law and civil law countries regarding the awarding of costs.

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Discussion turned to the new draft of Article 17. This has been deliberated by the UNCITRAL Working Group for two and a half years and seems no closer to acceptance. It was suggested it is unlikely to be accepted as recent votes were split 50:50.

Some practitioners expressed a view that Article 9 has been taken too far by the courts, particularly regarding the distinction that courts are not limited to interim measures in respect of the subject matter. It was suggested that someone should have broad powers to issue interim measures. This highlights the weaknesses of some Rules for not ascribing a power to issue interim measures.

## G. Arbitration and the Courts

**Confidentiality:** *Generally, an arbitration is no longer confidential once court proceedings ancillary to that arbitration are issued. How can details of an arbitration remain confidential if court proceedings are commenced? Has the decision of Lord Justice Mance in the Bankers' Trust case [2005] QB 207 created a workable middle-ground between full publicity and total secrecy of court proceedings relating to a confidential arbitration or award?"*

**Anna Brown/Aurelie Jacquet**

In the Bankers' Trust case, the Court held that there is a preference for disclosure on public policy grounds, except where disclosure would cause such prejudice to a party the court should order that the proceeding remain confidential.

The hearing of the case and subsequent judgment was private and confidential, however the decision was later reported by an internet-based news provider. On appeal it was held that release of the judgement would cause undue prejudice to the parties. This approach has been described by commentators as reaching a middle ground between blanket disclosure and blanket non-disclosure.

This decision is to be contrasted with previous cases where it has been found that any further ancillary proceedings relating to the arbitration lead to confidentiality being lost. Whilst no one was certain of the Australian position, it was generally thought that any court proceedings following a confidential arbitration are public and open proceedings. However, despite any loss of confidentiality in ancillary court proceedings, it was noted that the parties themselves are expected to maintain the confidentiality of the arbitration outside of those proceedings.

In New Zealand, there are statutory provisions that require arbitrations to be kept confidential.

However, it is important to recognise that there is a difference between arbitration agreements which explicitly provide for confidential proceedings and arbitration agreements which imply that confidentiality was intended. Here we are discussing the issue of whether confidentiality is lost in a court proceeding, even if the arbitration itself was confidential.

Under the SIAC Rules, parties are not permitted to even disclose that the arbitration is taking place. Therefore, court proceedings themselves are a breach of any confidentiality provision according to the SIAC Rules.

It was suggested that from an academic perspective, it would be beneficial for arbitrations and ancillary proceedings to be open to enable the public to observe the competence or otherwise of various arbitrators. Currently some arbitrators maintain good reputations but those reputations are linked more to the quantity of the dispute rather than explicit evidence of their expertise in the field. It was noted that the need to find good arbitrators is important for complex intellectual property disputes, which require specialised knowledge and expertise.

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## H. Enforcement

**Enforcement of international arbitration awards in Australia:** *Would people like to share their experiences with enforcement in Australia of international arbitral awards handed down in:*

- (a) Australia; and
- (b) Non-New York Convention Countries?

**Christopher Kee**

In the 'International Comparative Legal Guide to Arbitration 2004' Michael Pryles states that Australia has a good record of enforcement. This has not been the experience of many of the lawyers present, and several expressed the view that Australia has a poor reputation in relation to enforcement. An example was given of a recent case, *Corvetina Technology Ltd. v. Clough Engineering Ltd* 2004 NSWSC 700, where the court embarked on a course involving re-opening the case and reconsidering evidence that had already been ruled upon by the arbitral tribunal. Reference was also made to *Resort Condominiums International Inc v Bolwell & Another* (1993) 118 ALR 655, where the court suggested a general discretion exists in deciding whether to enforce a foreign award. It was suggested that these two cases in particular have not assisted Australia's reputation in enforcement.

It was also suggested that these may be isolated examples of bad decisions. In general the enforcement experience in Australian courts has been positive, particularly where cases have been straightforward. Reputation regarding enforcement should be considered relative to our neighbours. For example, Australia's reputation is positive in comparison to China and Thailand.

No experiences were offered of seeking enforcement in non-New York Convention Countries.

**Enforcement against non-parties to the arbitration:** *Should the group of companies' doctrine (or similar doctrines) apply in the enforcement stage (e.g. enforcement of an arbitral award against a fully owned subsidiary)?*

**Bjorn Gehle**

Usually enforcement cannot be sought against non-parties to the arbitration, however, at the beginning of the arbitration there may be the opportunity to include additional, sufficiently related, parties in the arbitration. It was suggested that the same arguments could be made for including parties at the enforcement stage.

The 'alter ego' principle was raised. However, the principle was rejected on the basis that it breached fundamental principles of natural justice. Whilst it is controversial to join additional parties at the beginning of an arbitral proceeding, it remains significant that the joined party is given an opportunity to object and present their case. At the enforcement stage such opportunities have been lost and would arguably result in greater injustice.

It was suggested that enforcement against non-parties to the arbitration would be sought where the party to the arbitration had insufficient assets to meet the judgment. Therefore an alternative to enforcement against non-parties would be to provide for issues such as security or guarantees by the parent company in the initial contract.

**Non-parties:** *Issues of privity in the enforcement stage - enforcing awards against a non-party.*

**Sally Fitzgerald**

It was suggested that at the outset of an arbitration the tribunal is confined by the arbitration agreement to hearing the dispute as between the parties to the agreement but at the enforcement stage the parties have all of the court's powers at their disposal and should be able to utilise these powers to select the most appropriate party (particularly companies within a corporate group) to enforce against.

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## I. Miscellaneous

**Consolidation of arbitral proceedings:** *Is Article 22.1(h) of the LCIA Rules, which gives the arbitral tribunal power to allow a third person to be joined to the proceedings, a solution to multi-party/multi-contract situations?*

**Aurelie Jacquet**

One opinion was that Article 22.1(h) did not provide a solution as it went no further than a consensual agreement. Article 6(2) of the ICC Rules permits a preliminary decision on jurisdiction by the ICC court. An example was given of a clause in a contract that empowered the ICC court to determine whether a party to the contract, but not named in the request for arbitration, could be joined. The condition of joinder was that the new party had a claim against a party to the arbitration request. The issue was whether parties could agree to extend the powers of the ICC court in this fashion. No-one present at the Symposium had encountered such a clause before but several suggested that it appeared to be a good idea.

Consolidation and joinder issues often arise in infrastructure disputes and practitioners in this field suggested it was necessary to consider such issues in the drafting stage of contracts and include complex clauses to deal with these issues.

Reference was made to *Methanex Motonui Ltd v Spellman* [2004] 3 NZLR 454 which concerned who qualifies as a party for purposes of an application to set aside an award. It was suggested that this case contains a good discussion of the distinction between parties to a contract and parties to an arbitration agreement.

**The role of arbitration:** *Is international arbitration becoming too litigious?*

**Elisabeth Opie**

Each international commercial arbitration will often have many court proceedings on the side. Such proceedings may be employed tactically to delay the arbitration. An example was given of an arbitration that had approximately twelve collateral court proceedings. The proliferation of collateral court proceedings was seen as a criticism levelled against Australian domestic arbitrations. It was suggested that active efforts should be made to avoid such a proliferation in international arbitrations. Poor drafting was cited as a cause of litigation because well drafted arbitration clauses should close off litigation avenues. It was observed that it may be quicker to have fast tracked court proceedings than to arbitrate a dispute. It was also suggested that in practice both parties tended to pursue collateral court proceedings in a tit-for-tat manner.

**Punitive damages:** *Claims for punitive damages in international arbitration - what are your experiences?*

**Sally Fitzgerald**

Experiences were given of American companies seeking to exclude the right to punitive damages when drafting contracts. Such requests were rare from companies from other jurisdictions. This possibly reflects the greater American experience with punitive damages awards in litigation. It was suggested that there is one CLOUT (<http://www.uncitral.org/english/clout/>) case regarding punitive damages. Generally it is rare to seek to exclude punitive damages. Other clauses seeking to limit damages that practitioners have observed more frequently are:

- Extensive provisions regarding consequential damages that may be awarded, limiting the power of the tribunal to award for certain items;
- Damages caps; and
- In construction contracts, exclusions for consequential damages and caps are routine.

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**Who is a “party” to an arbitration, for the purpose of standing to apply to set aside the award?** Discussion of the recent New Zealand Court of Appeal case in *Methanex v Spellman & Ors.* (Note this is not a discussion of the related companies doctrine).

**Sally Fitzgerald**

The *Methanex* case dealt with the role of natural justice in the context of arbitration with an expert arbitrator. This is an important decision because there is a lack of cases on Article 36.1 (b)(ii) of the Model Law which deals with setting aside awards in conflict with the public policy of the State of enforcement. It was suggested that the judgment contains a good discussion of the role of the contract and whether the models used by the expert in making his determination was evidence or 'expert reports'. The court concluded that the models were tools for the expert report. Therefore, as the models constituted neither evidence nor expert reports, they were not required to be revealed to the parties. This raised the question of the scope of natural justice obligations in arbitrations. The parties' agreement shapes the natural justice obligations, subject to articles 18 and 19 of the Model Law.

It was observed that while experts may be expert in their technical field, they are not expert in natural justice. An example was given of an expert arbitrator who took it upon himself to visit a construction site which was the subject of part of the dispute and conduct his own investigations. This led to the removal of the arbitrator. In arbitrations involving expert arbitrators, it may therefore be necessary to educate experts about natural justice principles.

**Choice of venue:** *Melbourne vs Sydney as the seat - who is winning this "polite" competition? And how does Australia rank as a seat in the world of arbitration?*

**Elisabeth Opie**

Internationally, Sydney seems to have more of a reputation and receives more attention as an arbitral seat. This was confirmed at the ICICA Conference. Sydney is perceived as a more international city than Melbourne although it was noted that Melbourne is equal in terms of infrastructure and resources. The emphasis was on selling Australia as an international commercial arbitration centre, rather than any individual city. However it was noted that the trend internationally is to associate particular cities with arbitration rather than whole countries, for example, Paris, London and Hong Kong.

It was noted that there is currently a promotional campaign underway to promote Sydney as an arbitral venue. A printed brochure has been distributed worldwide highlighting the benefits of Sydney as an arbitral seat. These include cost, accessibility and beauty. Further details can be obtained from [www.sydneyarbitration.com](http://www.sydneyarbitration.com).



*Neil McAteer, Sally Fitzgerald and Trudy Stedman co-chairing at the 4<sup>th</sup> AFIA Symposium hosted by Allens Arthur Robinson*



Australasian Forum for  
International Arbitration

## AUSTRALASIAN FORUM FOR INTERNATIONAL ARBITRATION INC.

# NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given that the Annual General Meeting of members of the  
Australasian Forum for International Arbitration Inc. will be held at:

***Freehills***

101 Collins Street, Melbourne, Victoria, Australia

on

**Friday 15<sup>th</sup> July 2005 at 11am**

### **TELECONFERENCE PARTICIPATION**

Participation can be by telephone conference. Anyone wishing to participate in this manner  
should advise Helen Scacco (Helen.Scacco@freehills.com) by 8 July 2005.



Australasian Forum for  
International Arbitration

# AUSTRALASIAN FORUM FOR INTERNATIONAL ARBITRATION INC.

## **ANNUAL GENERAL MEETING AGENDA**

1. Consideration and acceptance of new members  
(Refer to Appendix for current list of members)
2. Report by Co-chairs
3. Report by Secretary
4. General matters
5. Election of committee