Legal 500
Country Comparative Guides 2026

United Kingdom
International Arbitration

Contributor



Gherson LLP

Roger Gherson

Senior Partner | roger@gherson.co.uk

Amalia Gherson

Partner | amalia@gherson.co.uk

Emma Anderson

Partner | eanderson@gherson.co.uk

Cong Gao

Solicitor Advocate | cgao@gherson.co.uk

Juan Pablo Charris

Solicitor | jpcharris@gherson.co.uk

Elizaveta Rachkova

Solicitor | erachkova@gherson.co.uk

This country-specific Q&A provides an overview of international arbitration laws and regulations applicable in United Kingdom.

For a full list of jurisdictional Q&As visit **legal500.com/guides**

United Kingdom: International Arbitration

1. What legislation applies to arbitration in your country? Are there any mandatory laws?

Arbitrations seated in England, Wales or Northern Ireland are governed by the Arbitration Act 1996, as amended by the Arbitration Act 2025 (the "Act"). Scotland has its own regime under the Arbitration (Scotland) Act 2010.

The Act applies a single regime to domestic and international arbitration. Certain provisions are mandatory (listed in Schedule 1) and apply notwithstanding any agreement to the contrary (Section 4(1)). They include the stay of legal proceedings, removal of arbitrators, arbitrator immunity, the tribunals and parties' general duties and challenges to and enforcement of awards.

2. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Yes. The UK acceded to the New York Convention on 24 September 1975, and it entered into force for the UK on 23 December 1975. The UK made the *reciprocity reservation* under Article I(3), meaning it applies the Convention only to awards made in the territory of another Contracting State. It did not make the *commercial reservation*, so it applies regardless of whether the underlying relationship is commercial.

Part III of the Act gives effect to the New York Convention. A "New York Convention award" is an award made, pursuant to an arbitration agreement, in the territory of a New York Convention State other than the UK (Section 100(1)). Recognition and enforcement of such an award may be refused only on the limited grounds set out in section 103.

3. What other arbitration-related treaties and conventions is your country a party to?

The UK is a party to the 1965 Convention on the Settlement of Investment Disputes between States and Nationals of Other States , implemented by the Arbitration (International Investment Disputes) Act 1966 and to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958.

The UK has signed, but not ratified, the United Nations Convention on Transparency in Treaty-based Investor-State Arbitration, which extends the UNCITRAL Transparency Rules to investment treaties concluded before 1 April 2014.

4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two? Are there any impending plans to reform the arbitration laws in your country? Has your jurisdiction adopted, or is it considering adopting, the amendments of 6 July 2026 regarding electronic awards and communications?

The Act is largely consistent with the UNCITRAL Model Law but does not adopt it in full.

The main differences are:

a) a single regime for domestic and international arbitration;

b) a broader definition of an agreement "in writing" (Section 5);

c) a requirement that arbitrators be impartial, but no separate requirement of independence, although section 23A now imposes a statutory duty of disclosure;

d) a right of appeal to the court on a question of law, subject to exceptions (Section 69);

e) since 2025 a default governing law for arbitration agreements (Section 6A) and summary awards (Section 39A).

No further reforms are planned and there has been no public indication that the UK is considering adopting the UNCITRAL amendments of 6 July 2026 on electronic awards and communications.

5. What arbitral institutions (if any) exist in your country? When were their rules last amended?

 © 2026 Legalease Ltd

Are any amendments being considered?

The leading arbitral institution is the London Court of International Arbitration. Its current rules, the LCIA Arbitration Rules 2020, came into force on 1 October 2020. In March 2026, the LCIA opened a consultation on new Arbitration and Mediation Rules. Phase 2, which began in September 2026, covers topics including expedited procedures, costs, third-party funding, AI and electronic awards.

The London Maritime Arbitrators Association Terms are widely used for maritime disputes. The current edition, the LMAA Terms 2021, applies to arbitrations commenced on or after 1 May 2021.

Specialist commodity bodies, such as GAFTA and FOSFA, also administer arbitrations under their own rules: GAFTA Arbitration Rules No.125 and GAFTA Expedited Arbitration Procedure Rules No.126, both effective from 1 July 2026, and FOSFA Rules of Arbitration and Appeal, effective from 1 April 2024.

6. Is there a specialist arbitration court in your country?

No. In England and Wales, arbitration claims are usually brought in the Commercial Court, which forms part of the Business and Property Courts of the High Court. Its specialist judges hear challenges to awards, applications under Section 44 and anti-suit injunctions. In Northern Ireland, they are heard by the High Court of Justice in Northern Ireland.

In 2025, the Court of Appeal reaffirmed the English courts' exclusive supervisory jurisdiction over London-seated arbitrations by restraining a pre-emptive challenge to an award in Pakistan (*Star Hydro Power Ltd v National Transmission and Despatch Company Ltd* [2025] EWCA Civ 928). The Supreme Court heard the appeal in June 2026 and its judgment is awaited.

7. What are the validity requirements for an arbitration agreement under the laws of your country?

The Act imposes few formal requirements. An arbitration agreement is an agreement to submit present or future disputes, whether contractual or not, to arbitration (Section 6(1)). It may be incorporated by reference to a written arbitration clause or to a document containing one (Section 6(2)).

The agreement must be in writing (Section 5), but "writing" is defined broadly. An agreement is in writing if it is made in writing (whether or not signed), made by an exchange of communications in writing, or evidenced in writing. "Writing" also includes an agreement recorded by any means. Oral arbitration agreements fall outside the Act, but they may still be given effect at common law (Section 81(1)(b)). The wording need only be reasonably certain. Ordinary contractual principles of consent, capacity and authority apply, and consent may be inferred from conduct (SEA2011 Inc. v ICT Ltd [2018] EWHC 520 (Comm)).

8. Are arbitration clauses considered separable from the main contract?

Yes. Unless otherwise agreed, an arbitration agreement is treated as distinct from the main contract and is not invalid merely because the main contract is invalid, non-existent or ineffective (Section 7). It can be impeached only on grounds relating directly to it (Fiona Trust & Holding Corp v Privalov [2007] UKHL 40), although defects such as forgery or lack of authority may affect both the main contract and the arbitration agreement.

9. Do the courts of your country apply a validation principle under which an arbitration agreement should be considered valid and enforceable if it would be so considered under at least one of the national laws potentially applicable to it?

No. In *Enka Insaat ve Sanayi AS v OOO Insurance Company Chubb* [2020] UKSC 38, the Supreme Court used a "validation principle" only as an aid to construction when identifying the parties' chosen law. Section 6A now applies the law of the seat unless the parties expressly agree otherwise. A choice of law for the main contract does not suffice. The principle is therefore largely redundant, although the courts continue to construe arbitration clauses broadly (*Fiona Trust*).

10. Are asymmetric arbitration clauses – for instance, where one party has the right to choose between arbitration or litigation while the other party does not have this option – valid in your jurisdiction?

Yes. English courts have long upheld clauses giving only one party, typically a lender, the option to arbitrate or litigate (*Pittalis v Sherefettin* [1986] QB 868; *NB Three*

 © 2026 Legalease Ltd

Shipping Ltd v Harebell Shipping Ltd [2004] EWHC 2001 (Comm); *Law Debenture Trust Corp plc v Elektrim Finance BV* [2005] EWHC 1412 (Ch)), treating them as an exercise of party autonomy, not as unfair or lacking mutuality.

One-sided clauses in consumer contracts may however be challenged as unfair under the Consumer Rights Act 2015.

11. In what instances can third parties or non-signatories be bound by an arbitration agreement? Are there any recent court decisions on these issues?

A non-signatory can be bound only through ordinary legal principles, such as agency, assignment, novation, succession and subrogation. English law does not recognise the "group of companies" doctrine. Membership of a corporate group is not enough to bind a non-signatory, even one involved in negotiating or performing the contract (*Peterson Farms Inc v C&M Farming Ltd* [2004] EWHC 121 (Comm)). Consent must be established in the ordinary way. In *Kabab-Ji SAL v Kout Food Group* [2021] UKSC 48, the Supreme Court held that a non-signatory parent company had not become a party, given the contract's no-oral-modification and anti-waiver clauses.

A third party may also be bound by statute. Under Section 8 of the Contracts (Rights of Third Parties) Act 1999, a third party who seeks to enforce a contractual term that is subject to an arbitration agreement is treated as a party to that agreement for the purposes of enforcing the term. The Act also treats "persons claiming under or through" a party as parties (Section 82(2)).

12. Are there any recent court decisions and/or legislative reform in your country concerning the choice of law applicable to an arbitration agreement where no such law has been specified by the Parties?

Yes. Section 6A of the Act, introduced by the Arbitration Act 2025, reverses *Enka Insaat ve Sanayi AS v OOO Insurance Company Chubb* [2020] UKSC 38, under which an arbitration agreement was generally governed by the law chosen for the main contract. For arbitral proceedings commenced on or after 1 August 2025, whenever the arbitration agreement was made, the law of the seat governs the arbitration agreement unless the parties expressly agree otherwise. A choice of law for the main contract does not, by itself, count as an express choice of law.

13. How is the law applicable to the substance determined? Is there a specific set of choice of law rules in your country?

The tribunal decides the dispute in accordance with the law chosen by the parties or, if they agree, other considerations such as equity or *ex aequo et bono* (Section 46(1)). A choice of law means its substantive rules, not its conflict rules (Section 46(2)). Absent a choice, the tribunal applies the law determined by the conflict rules it considers applicable (Section 46(3)). Rome I and Rome II, retained under the European Union (Withdrawal) Act 2018, bind the courts but not tribunals, although tribunals often have regard to them.

14. In your country, are there any particular requirements for and/or restrictions in the appointment of arbitrators?

There are no statutory nationality or professional requirements. The parties may agree the number of arbitrators, their qualifications and the appointment procedure (Sections 15 and 16). Absent agreement, there is a sole arbitrator (Section 15(3)). Since arbitrators are not employees, appointment criteria are not subject to employment discrimination legislation (*Jivraj v Hashwani* [2011] UKSC 40). Party autonomy is, however, limited by mandatory provisions: the duties to act fairly and impartially (Section 33), to disclose circumstances that might reasonably give rise to justifiable doubts as to impartiality (Section 23A) and the court's power to remove an arbitrator (Section 24) cannot be excluded.

15. Can the local courts intervene in the selection of arbitrators? If so, how?

Yes, but only as provided for in Part I of the Act (Section 1(c)) and its role is supportive. If the appointment procedure fails and the parties have not agreed what should happen in that event, any party may apply to the court, the court may give directions, revoke appointments already made or make the appointment itself (Section 18), having due regard to any agreed qualifications (Section 19). Its appointment takes effect as if made with the agreement of all parties (Section 18(4)) and an appeal requires its permission (Section 18(5)). The court may also set aside a default sole-arbitrator appointment (Section 17) and remove an arbitrator (Section 24).

 © 2026 Legalease Ltd

16. Can the appointment of an arbitrator be challenged? What are the grounds for such a challenge? What is the procedure for such a challenge?

Yes. A party may apply to the court to remove an arbitrator where (Section 24(1)):

> a) there are justifiable doubts as to the arbitrator's impartiality;
>
> b) the arbitrator lacks the qualifications required by the arbitration agreement;
>
> c) the arbitrator is, or there are justifiable doubts as to whether they are, capable of conducting the proceedings; or
>
> d) the arbitrator has failed or refused to conduct the proceedings properly or with reasonable despatch, causing substantial injustice.

The applicant must notify the other parties and the arbitrator. The applicant must also first exhaust any available institutional removal process, such as a challenge under Article 10 of the LCIA Rules (Section 24(2)). Objections must be raised promptly, or they will be lost (Section 73). The tribunal may continue the arbitration while the application is pending (Section 24(3)).

17. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators, including the duty of disclosure?

Yes. The Arbitration Act 2025 introduced an express statutory duty of disclosure. For proceedings commenced on or after 1 August 2025, Section 23A requires an arbitrator, from first approach and throughout the arbitration, to disclose as soon as reasonably practicable circumstances that might reasonably give rise to justifiable doubts as to their impartiality, including circumstances they ought reasonably to be aware of. This codifies and extends the common law duty in *Halliburton Co v Chubb Bermuda Insurance Ltd* [2020] UKSC 48, which was limited to actual knowledge. *Halliburton* also held that disclosure must be reconciled with the arbitrator's duty of confidentiality, usually by obtaining the consent of the parties concerned. The Act still does not impose a separate requirement of independence.

18. Are arbitrators immune from liability?

Yes. An arbitrator, and their employees and agents, are not liable for acts or omissions in the discharge of their functions unless in bad faith (Section 29). This cannot be excluded by agreement. Since 2025, an arbitrator who resigns is not liable for doing so unless the resignation is shown to have been unreasonable and the costs of a removal application cannot be awarded against an arbitrator absent bad faith (Section 29(4)).

19. Is the principle of competence-competence recognized in your country?

Yes. Unless otherwise agreed, the tribunal may rule on its own substantive jurisdiction, including the validity of the arbitration agreement, its own constitution and the matters submitted (Section 30(1)), a power reinforced by the separability principle in Section 7 (Fiona Trust & Holding Corp v Privalov [2007] UKHL 40). The ruling binds the parties unless challenged under Section 67, where the court has the final word. Since 2025, Section 32 applications on questions already ruled on are barred (Section 32(1A)). In Section 67 challenges by participating parties, (a) new grounds of objection may not be raised unless the applicant did not know and could not with reasonable diligence have discovered it, (b) new evidence may not be considered unless it could not with reasonable diligence have been put before the tribunal, and (c) evidence heard by the tribunal is not reheard, save in the interest of justice (Section 67(3C)).

20. What is the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?

The English courts enforce arbitration agreements robustly. The court must stay proceedings brought in breach unless the agreement is null and void, inoperative or incapable of being performed (Section 9(4)), and this right cannot be excluded by agreement. The applicant must apply after acknowledging the proceedings and before taking any steps in them to answer the substantive claim (Section 9(3)). For foreign proceedings, English courts may grant anti-suit injunctions under Section 37 of the Senior Courts Act 1981, even before an arbitration has begun (*AES Ust-Kamenogorsk Hydropower Plant LLP v Ust-Kamenogorsk Hydropower Plant JSC* [2013] UKSC 35). In *UniCredit Bank GmbH v RusChemAlliance LLC* [2024] UKSC 30 the Supreme Court unanimously held that English courts can grant an anti-suit injunction to stop foreign court proceedings brought in breach of an arbitration agreement, even when the

 © 2026 Legalease Ltd

arbitration is seated abroad.

21. What happens when a respondent fails to participate in the arbitration? Can the local courts compel participation?

Non-participation does not stop the arbitration. Where the respondent fails to appoint its arbitrator, the claimant may, after notice, have its appointee act as sole arbitrator (Section 17). If the respondent fails without sufficient cause to attend or make submissions, the tribunal may proceed to make an award on the evidence (Section 41(4)), though the claimant must still prove its case.

The courts cannot compel participation but may enforce peremptory orders (Section 42), secure witness attendance (Section 43) and grant interim relief (Section 44). A non-participating respondent may still challenge jurisdiction in court (Section 72). The resulting award is enforceable in the same way as any other award.

22. Can third parties voluntarily join arbitration proceedings? If all parties agree to the intervention, is the tribunal bound by this agreement? If all parties do not agree to the intervention, can the tribunal allow for it?

The Act makes no provision for joinder. Consolidation and concurrent hearings require the parties' agreement (Section 35). Even if all parties and the third party agree, the tribunal is arguably not bound to accept a new party, though in practice it usually does. Without unanimous consent, joinder depends on the applicable rules. Article 22.1(x) of the LCIA Rules permits joinder on a party's application with the written consent of the applicant and the third person, even over objection. Article 7 of the ICC Rules permits joinder before any arbitrator is appointed and, thereafter, if the additional party accepts the tribunal. A third party cannot apply on its own initiative.

23. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal? Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country? What is the approach of local courts in your jurisdiction to anti-arbitration injunctions issued in breach of arbitration agreements? Have there been any recent decisions on this point?

Unless otherwise agreed, the tribunal may order security for costs and preservation of evidence and property (Section 38) and, if the parties agree, relief on a provisional basis (Section 39). In urgent cases, including before the tribunal is constituted, the court may grant interim injunctions, preserve evidence or assets and appoint receivers (Section 44). Since 2025, this power has expressly extended to non-parties.

Anti-suit injunctions are regularly granted under Section 37 of the Senior Courts Act 1981, enforceable through contempt and, since Brexit, available against EU proceedings. In *UniCredit Bank GmbH v RusChemAlliance LLC* [2024] UKSC 30, the Supreme Court upheld Russian proceedings brought in breach of a Paris-seated arbitration agreement. In *Star Hydro Power Ltd v National Transmission and Despatch Company Ltd* [2025] EWCA Civ 928, the Court of Appeal upheld a foreign challenge to a London-seated award (on appeal to the Supreme Court). In *Tecnimont SpA v LLC EuroChem North-West-2* [2025] EWHC 3151 (Comm), the court enforced a tribunal's peremptory orders requiring withdrawal of Russian proceedings (Section 42).

Anti-arbitration injunctions are granted only exceptionally, and foreign anti-arbitration injunctions do not prevent an English-seated arbitration from proceeding.

24. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence? Can local courts compel witnesses to participate in arbitration proceedings?

There are no mandatory rules of evidence. Subject to agreement, the tribunal decides all procedural and evidential matters (Section 34). In practice, the IBA Rules on the Taking of Evidence are often adopted as guidance. With the tribunal's permission or the parties' agreement, a party may use court procedures to secure a UK witness's attendance at an arbitration conducted in England, Wales or Northern Ireland (Section 43). The court may also order the taking or preservation of evidence, including against non-parties (Section 44).

25. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your country? Do these codes and professional

 © 2026 Legalease Ltd

standards apply only to counsel and arbitrators having the nationality of your jurisdiction?

No general ethical code binds arbitrators, who are subject to mandatory duties of fairness and impartiality (Section 33) and of disclosure of circumstances that might reasonably give rise to justifiable doubts as to their impartiality (Section 23A). Members of the Chartered Institute of Arbitrators are also bound by its Code of Professional and Ethical Conduct. Arbitrators who are practising lawyers remain subject to their own professional regulators.

Counsel are bound by their regulator's rules: the SRA Code of Conduct for solicitors and registered foreign lawyers and the BSB Handbook for barristers. These rules apply according to regulatory status, not nationality. Foreign lawyers who are not regulated in England and Wales remain subject to their home rules. Institutional rules may also apply, such as the Annex to the LCIA Rules on the conduct of parties' legal representatives.

26. In your country, are there any rules with respect to the confidentiality of arbitration proceedings?

The Act does not address confidentiality, which is left to the common law. A duty of confidentiality is implied (*Ali Shipping Corp v Shipyard Trogir* [1999] 1 WLR 314), subject to exceptions for consent, court order, reasonable necessity to protect legitimate interests and the interests of justice (*Emmott v Michael Wilson & Partners Ltd* [2008] EWCA Civ 184). Court hearings are generally private (CPR 62.10), but judgments may be published (*Department of Economics, Policy and Development of the City of Moscow v Bankers Trust Co* [2004] EWCA Civ 314). Institutional rules may impose express obligations. For example, Article 30 of the LCIA Rules imposes an express obligation to keep awards and arbitration materials confidential. Confidentiality may also yield to an arbitrator's duty of disclosure (*Halliburton Co v Chubb Bermuda Insurance Ltd* [2020] UKSC 48).

27. How are the IBA guidelines on conflicts of interest and other similar soft law sources viewed by courts and tribunals in your jurisdiction? Are they frequently applied? Have any developments under the 2024 IBA Guidelines, including the expanded Orange List, the treatment of social media conduct, or due diligence obligations on parties, and the UNCITRAL Code of Conduct for Arbitrators been addressed by courts and tribunals in your jurisdiction?

English courts treat the IBA Guidelines as persuasive but not binding. In *Halliburton Co v Chubb Bermuda Insurance Ltd* [2020] UKSC 48, the Supreme Court held that they reflect internationally recognised good practice, but they do not create legal obligations or override national law. The courts apply the objective common law test of the fair-minded and informed observer. In *W Ltd v M Sdn Bhd* [2016] EWHC 422 (Comm), the court applied that test and dismissed a challenge even though the facts fell within the Non-Waivable Red List.

The IBA Guidelines are applied more frequently in practice. Arbitrators in London-seated arbitrations commonly use them, particularly the Orange List, as a reference point for disclosure. The LCIA Court refers to them when determining challenges under the LCIA Rules, as its published challenge digests show, while treating them as guidance rather than binding rules.

To date, no reported English decision has addressed the 2024 IBA Guidelines or the UNCITRAL Code of Conduct for Arbitrators. Challenges continue to be determined under Section 24, applying the common law test, while the statutory duty of disclosure in Section 23A informs the court's assessment.

28. How are the costs of arbitration proceedings estimated and allocated? Can pre- and post-award interest be included in the principal claim and costs incurred?

Costs comprise the arbitrators' fees and expenses, institutional fees and expenses and the parties' legal and other costs (Section 59). There is no formal budgeting regime. Estimates depend on the institution's fee structure (the LCIA charges hourly rates; the ICC uses an *ad valorem* scale) and on the tribunal's case management (Section 33). Unless otherwise agreed, the tribunal may also cap recoverable costs in advance (Section 65).

Absent agreement, costs follow the event (Section 61(2)). By default, a party recovers a reasonable amount for costs reasonably incurred (Section 63(5)). An agreement to pay costs in any event is valid only if made after the dispute arose (Section 60).

Unless otherwise agreed, the tribunal may award simple

 © 2026 Legalease Ltd

or compound interest before and after the award, on both the principal claim and costs (Section 49).

29. How are applications for security for costs viewed in your jurisdiction?

Unless otherwise agreed, the tribunal may order a claimant to provide security for costs (Section 38(3)), but not merely because it is foreign. Tribunals consider whether there is a real risk that the claimant could not meet an adverse costs award. Third-party funding alone does not justify security. The court cannot order security for the costs of the arbitration itself. However, on a challenge or appeal under Sections 67 to 69, it may order the applicant to provide security for the costs of the court proceedings and for the amount payable under the award (Section 70(6) and (7)).

30. What legal requirements are there in your country for the recognition and enforcement of an award? Is there a requirement that the award be reasoned, i.e. substantiated and motivated?

The parties may agree the form of the award (Section 52). Otherwise, it must be in writing, signed, reasoned (unless it is an agreed award or reasons are dispensed with) and state the seat and date. Unless the parties agree otherwise, it is treated as made at the seat (Section 53) and must be served without delay (Section 55). The court may extend an agreed time limit for the award to avoid substantial injustice (Section 50).

A failure to give reasons is a serious irregularity (Section 68(2)(h)) and the court may order further reasons (Section 70(4)). Reasons must address the essential issues (*Bremer Handelsgesellschaft mbH v Westzucker GmbH (No 2)* [1981] 2 Lloyd's Rep 130). An agreement to dispense with reasons also excludes an appeal on a point of law (Section 69(1)).

An award may, with the court's leave, be enforced as a judgment, or by an action on the award at common law (Section 66). Leave will be refused if the tribunal lacked substantive jurisdiction, unless the objecting party has lost the right to object (Sections 66(3) and 73). The application is made without notice under CPR 62.18 and the award cannot be enforced until the 14-day period to apply to set aside the order has expired or any such application has been disposed of.

To enforce a New York Convention award, the applicant must produce the duly authenticated original award or a duly certified copy, the original arbitration agreement or a duly certified copy, and any necessary certified translation (Section 102). An ICSID award is instead registered in the High Court on production of a copy certified by the ICSID Secretary-General (Article 54(2) of the ICSID Convention). Once registered, it has the same effect as a High Court judgment (Sections 1 and 2 of the Arbitration (International Investment Disputes) Act 1966; CPR 62.21).

31. What is the estimated timeframe for the recognition and enforcement of an award (domestic and international)? Can a party bring a motion for the recognition and enforcement of an award on an ex parte basis? Would the standard of review be different for domestic and international awards?

Applications to enforce under Section 66 or Sections 101 to 103 are made without notice (CPR 62.18) and are usually decided on the papers within a few weeks. The respondent then has 14 days after service to apply to set the order aside or, if the order is served out of the jurisdiction, such period as the court sets. Contested applications may take several months.

The standard of review differs. Enforcement of a New York Convention award may be refused only on the exhaustive Section 103 grounds, construed narrowly. For awards made under the Act, only a jurisdictional objection is available at enforcement (Section 66(3)); other challenges must be brought under Sections 67 to 69. ICSID awards are registered without any review of the merits under the Arbitration (International Investment Disputes) Act 1966.

32. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure in this regard? Is it possible for parties to waive any rights of appeal or challenge to an award by agreement?

Yes, on three grounds:

a) lack of substantive jurisdiction (Section 67), where the court may confirm, vary, set aside or, since 2025, remit the award;

b) serious irregularity causing substantial injustice, limited to the exhaustive list in Section 68(2);

c) an appeal on a point of English law, by

 © 2026 Legalease Ltd

agreement or with permission (Section 69), granted only if the decision is obviously wrong or, on a question of general public importance, at least seriously open to doubt.

A challenge or appeal must be brought within 28 days of the date of the award. Where there has been an arbitral process of appeal or review, the 28 days run from the date on which the applicant was notified of its result. The applicant must first exhaust any available arbitral process of appeal or review, and any available recourse to the tribunal to correct the award (section 70). The application is made under CPR Part 62, usually in the Commercial Court.

The parties may exclude an appeal under section 69 by agreement. They may do so expressly, by adopting institutional rules that waive recourse (such as the LCIA Rules or the ICC Rules), or by agreeing to dispense with reasons. Sections 67 and 68, by contrast, are mandatory and cannot be excluded.

33. In what instances can third parties or non-signatories be bound by an award? To what extent might a third party challenge the recognition of an award?

An award binds the parties and persons claiming through or under them (Section 58). A non-signatory is therefore bound only through ordinary legal principles, such as agency, assignment or succession, or by statute. A person alleged to be a party who took no part may challenge the award (Section 72) or resist enforcement on the basis that it never agreed to arbitrate (Section 66(3) or Section 103(2)(b); *Dallah Real Estate and Tourism Holding Co v Ministry of Religious Affairs, Government of Pakistan* [2010] UKSC 46). Other third parties generally lack standing.

In the recent judgment in *Operafund Eco-Invest SICAV plc v Kingdom of Spain* [2026] EWCA Civ 1392, the Court of Appeal upheld the findings of the English Commercial Court and unanimously held that a successful investor cannot assign the benefit of an ICSID award, or the English-law right to enforce it, without the debtor State's consent.

34. Are there any rules / court decisions that regulate or prohibit third party funding of arbitration proceedings – for instance, where funding by an entity not involved in the dispute in return for a share of the eventual award may be barred – in your jurisdiction?

Third-party funding is well established and lightly regulated. Funders largely self-regulate under the Association of Litigation Funders' Code of Conduct. In *R (PACCAR Inc) v Competition Appeal Tribunal* [2023] UKSC 28, the Supreme Court held that funding agreements based on a percentage of damages are damages-based agreements and are unenforceable unless they meet the statutory requirements. In December 2025, the Government confirmed that it will legislate to reverse this, but no legislation has yet been enacted.

There is no general duty to disclose funding, although institutional rules may require it and funding alone does not justify security for costs. Tribunals cannot award costs against funders, but a successful party's funding costs may be recoverable as "other costs" (Section 59(1)(c)).

35. Is emergency arbitrator relief available and recognized in your country? Are decisions made by emergency arbitrators readily enforceable?

Yes. Emergency arbitrator relief has long been available under institutional rules, such as Article 9B of the LCIA Rules and Article 29 and Appendix V of the ICC Rules. For proceedings commenced on or after 1 August 2025, the Act expressly recognises emergency arbitrators where the parties have agreed to rules providing for them (Section 41A). Emergency decisions are usually orders, not awards, so they are generally not enforceable under Section 66 or the New York Convention, but non-compliance may lead to a peremptory order enforceable by the court (Section 42). An emergency arbitrator may also permit a party to apply to the court for interim relief (Section 44(4)). Where an emergency arbitrator can act effectively, the court will generally not intervene under Section 44 (*Gerald Metals SA v Timis* [2016] EWHC 2327 (Ch)).

36. Are there arbitral laws or arbitration institutional rules in your country providing simplified or expedited procedures for claims under a certain value? Are they often used?

The Act has no value-based expedited procedure, but since 2025 (unless the parties agree otherwise) tribunals may make summary awards where a party has no real prospect of success on a claim, defence or issue (Section 39A). The LMAA Small Claims Procedure (claims up to

 © 2026 Legalease Ltd

US$100,000) and Intermediate Claims Procedure (up to US$400,000) are widely used in maritime disputes. The LCIA Rules 2020 have no expedited procedure but allow early determination (Article 22.1(viii)) and expedited procedures are one of the themes of the current LCIA rules consultation. Under the 2026 ICC Rules, unless the parties opt out, the ICC Expedited Procedure Provisions apply automatically to London-seated ICC cases. The threshold is US$2 million for arbitration agreements concluded from 1 March 2017, US$3 million from 1 January 2021 and US$4 million from 1 June 2026 (Appendix V, Article 1(3)). The 2026 Rules also add opt-in Highly Expedited Arbitration with no value limit and a three-month award target (Article 33 and Appendix VI), and early determination of manifestly unmeritorious claims or defences.

37. Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?

Yes. English courts may refuse to enforce an award set aside at the seat (Section 103(2)(f)) and generally respect foreign annulments (*Maximov v OJSC Novolipetsky Metallurgichesky Kombinat* [2017] EWHC 1911 (Comm)) but may exceptionally enforce an annulled award where the annulment offends basic principles of honesty, natural justice and domestic concepts of public policy (*Yukos Capital SARL v OJSC Rosneft Oil Co* [2014] EWHC 2188 (Comm)). In *Kabab-Ji SAL v Kout Food Group* [2021] UKSC 48, the Supreme Court refused enforcement of a Paris-seated award that the French courts upheld. Conversely, in *Federal Republic of Nigeria v Process & Industrial Developments Ltd* [2023] EWHC 2638 (Comm), the court set aside London-seated awards exceeding US$11 billion that P&ID had sought to enforce.

38. Have there been any recent court decisions in your country considering the issue of corruption? What standard do local courts apply for proving corruption? Which party bears the burden of proving corruption?

Yes. In *Federal Republic of Nigeria v Process & Industrial Developments Ltd* [2023] EWHC 2638 (Comm), the court set aside awards worth more than US$11 billion, including interest, under Section 68(2)(g). The court found that P&ID had relied on evidence it knew to be false, which concealed bribes paid to a government official, it continued paying bribes during the arbitration and improperly retained Nigeria's privileged documents.

Applying that decision, the court held in *K1 v B* [2025] EWHC 2539 (Comm) that Section 68(2)(g) focuses on misconduct in the arbitration, not alleged illegality of the underlying contract. At the enforcement stage, illegality is weighed against the strong public policy favouring finality (*RBRG Trading (UK) Ltd v Sinocore International Co Ltd* [2018] EWCA Civ 838).

The party alleging corruption bears the burden on the balance of probabilities, though the seriousness of the allegation affects the cogency of the evidence required (*Re B (Children)* [2008] UKHL 35).

39. Has your country withdrawn from, or announced its intention to withdraw from, the Energy Charter Treaty? What is the status of the sunset clause in your jurisdiction?

Yes. The UK announced its withdrawal on 22 February 2024, gave notice on 27 April 2024 and ceased to be a Contracting Party on 27 April 2025. Under the sunset clause in Article 47(3), investments made before 27 April 2025 remain protected for 20 years, until 27 April 2045. No agreement to disapply the sunset clause has been announced.

40. Have there been any recent court decisions or legislative developments in your country with respect to intra-European investor-State arbitration, the Energy Charter Treaty, or the enforcement of intra-EU? Are there any pending decisions?

Yes. In *Kingdom of Spain v Infrastructure Services Luxembourg Sàrl*; *Republic of Zimbabwe v Border Timbers Ltd* [2026] UKSC 9, decided on 4 March 2026, the Supreme Court unanimously held that, by agreeing to Article 54(1) of the ICSID Convention, States submit to the jurisdiction of the English courts under Section 2(2) of the State Immunity Act 1978. They therefore cannot rely on State immunity to resist registration of ICSID awards, although immunity from execution is preserved (Article 55). The decision applied to an intra-EU Energy Charter Treaty award against Spain, but Spain's intra-EU objections were not decided and remain open. Zimbabwe's other defences to enforcement, which do not depend on immunity, have been remitted to the Commercial Court.

41. Have arbitral institutions in your country

 © 2026 Legalease Ltd

implemented reforms towards greater use of technology and a more cost-effective conduct of arbitrations? Have there been any recent developments regarding virtual hearings?

Yes. Under the LCIA Rules 2020, electronic communication is the default (Article 4), awards may be signed electronically (Article 26.2), hearings may be virtual or hybrid (Article 19.2) and tribunals must act efficiently (Article 14). The LMAA Terms 2021 also provide for remote hearings, which are now routine.

As to recent developments, the Arbitration Act 2025 inserted Section 39A, which allows tribunals to make an award on a summary basis where a party has no real prospect of succeeding. The LCIA consultation opened in March 2026 is considering, among others, AI use and "digital-ready proceedings". New rules are expected in 2027.

42. Have there been any recent judicial and/or legislative developments in your jurisdiction with regard to disputes involving ESG issues such as climate change, sustainability, social responsibility and/or human rights?

Yes. On 14 November 2025, the High Court gave judgment in *Município de Mariana v BHP Group (UK) Ltd and BHP Group Ltd* [2025] EWHC 3001 (TCC). The court held BHP strictly liable as "polluters" under Articles 3(IV) and 14, paragraph 1 of the Brazilian Environmental Law for damage caused by the collapse of the Fundão dam. It also held BHP liable on a fault basis under Article 186 of the Brazilian Civil Code.

43. Have any international economic sanctions regimes been implemented (either independently, or based on EU law) in your jurisdiction recently? Have there been any recent decisions in your country considering the impact of sanctions on international arbitration proceedings?

Yes. The UK operates autonomous sanctions under the Sanctions and Anti-Money Laundering Act 2018 (SAMLA). The Russia (Sanctions) (EU Exit) Regulations 2019, which replaced the former EU regime, have been substantially extended since 2022. The most recent amendment is the Russia (Sanctions) (EU Exit) (Amendment) Regulations 2026 (SI 2026/543), which came in force on 20 May 2026.

In *UniCredit Bank GmbH v Celestial Aviation Services Ltd* [2026] UKSC 10, the Supreme Court unanimously held that regulation 28(3)(c) prohibited the bank from paying under letters of credit until UK licences had been obtained. The bank's payment obligation was therefore suspended, and statutory interest did not accrue during that period. On that basis, the Court did not need to decide the scope of the statutory protection. It nevertheless held that, had it been necessary, section 44(2) of SAMLA would have protected the bank against claims for the debt, interest and costs. The courts have since applied this approach in the arbitration context. In *OWH SE i.L. v RTI Ltd* (in liquidation) [2026] EWHC 1015 (Comm), the court held that the public policy in favour of enforcing an LCIA award against Rusal outweighed the sanctions-related arguments.

The courts have also supported London-seated arbitrations by restraining Russian proceedings brought in breach of arbitration agreements in sanctions-related disputes. In *Tecnimont SpA v LLC EuroChem North-West-2* [2025] EWHC 3151 (Comm), the court enforced, under section 42 of the Arbitration Act 1996, a tribunal's peremptory orders requiring EuroChem North-West-2 to withdraw its Russian proceedings. In *Maire SpA v LLC EuroChem North-West-2* [2026] EWHC 1648 (Comm), the court granted a final anti-suit injunction against vexatious and oppressive Russian proceedings. Those proceedings were brought under English-law guarantees and founded on a Russian judgment obtained in breach of London-seated arbitration agreements.

44. Has your country enacted any regulation and/or implemented any rules, guidlines or regulations regarding the use of artificial intelligence (AI), generative AI or large language models in the context of dispute resolution?

There is no AI-specific legislation. The judiciary's AI guidance for judicial office holders, first issued in December 2023 and updated on 31 October 2025, addresses hallucinations, bias and confidentiality and confirms judges' personal responsibility for material produced in their name. The SRA and the Bar Council have issued guidance for practitioners.

In *R (Ayinde) v London Borough of Haringey* [2025] EWHC 1383 (Admin), the Divisional Court held that freely available generative AI tools "*are not capable of conducting reliable legal research*", that lawyers must verify AI output against authoritative sources and that placing false citations before the court is likely to warrant regulatory referral and may amount to contempt.

 © 2026 Legalease Ltd

In arbitration, AI is one of the themes of the current LCIA rules consultation. Chartered Institute of Arbitrators has published Guideline on the Use of AI in Arbitration (2025).

45. Are there any specific legal, institutional, or procedural frameworks in your jurisdiction governing the arbitration of digital asset or blockchain-related disputes? Have there been any court decisions in your jurisdiction concerning the validity or enforceability of arbitration agreements incorporated into smart contracts or digital asset terms?

There is no arbitration framework specific to digital assets. Such disputes are governed by the general arbitration and consumer protection frameworks. The UK Jurisdiction Taskforce's Digital Dispute Resolution Rules (2021) provide for arbitration or expert determination of disputes arising from smart contracts, with on-chain implementation of decisions. The Property (Digital Assets etc) Act 2025 came into force on 2 December 2025.

There is no publicly available decision on an arbitration agreement embedded in a smart contract itself.

In *Payward Inc v Chechetkin* [2023] EWHC 1780 (Comm), the court refused to enforce a San Francisco award made under the Kraken exchange's terms against a UK consumer, holding the arbitration clause unfair under the Consumer Rights Act 2015 and enforcement contrary to public policy (Section 103(3)).

Contributors

Roger Gherson
Senior Partner
roger@gherson.co.uk



Amalia Gherson
Partner
amalia@gherson.co.uk



Emma Anderson
Partner
eanderson@gherson.co.uk



Cong Gao
Solicitor Advocate
cgao@gherson.co.uk



Juan Pablo Charris
Solicitor
jpcharris@gherson.co.uk



Elizaveta Rachkova
Solicitor
erachkova@gherson.co.uk

 © 2026 Legalease Ltd