



香港國際仲裁中心
Hong Kong International
Arbitration Centre

HKIAC Arbitrator Training Series - Shanghai

Managing Tricky Issues in Arbitral Process

HKIAC's full-day arbitrator training will address everything you ever wanted to know about managing the arbitral process but did not know whom to ask and more. Experienced arbitrators will guide an animated exchange with attendees on the "tricky issues" and how to deal with them.

Speakers:

Christopher Moger QC, 4 Pump Court

**Professor Anselmo Reyes, University of Hong Kong;
International Judge of
the Singapore International
Commercial Court**

SAVE THE DATE

2 June 2017

9:30 am - 4:30 pm

Admission Fee: 1,000 RMB

Venue: TBC

ONLINE
REGISTRATION



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Topics Include:

1. How to deal with a party representative who does not speak the working language of the arbitration well, has no experience in arbitration, and is not really making out his or her client's case?
2. What do you do if you are the Presiding Arbitrator and one of the party-appointed arbitrators suddenly stops being responsive?
3. One party seeks to introduce new evidence at the eleventh hour before the merits hearing and provides only rudimentary reasons for its delay, do you let it in or do you exclude it and risk a challenge to the award?
4. To what extent might a tribunal override an agreement of the parties, for example, where the parties agree to extend an existing timetable in circumstances in which the tribunal is of the view that the extension may be inappropriate (or even simply inconvenient)?



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Topics Include:

5. How do you deal with the interplay between local law and institutional rules and, more specifically, what should you do in circumstances where the procedural steps directed are in accordance with the rules but, according to one party, are not in conformity with legal practice in the relevant jurisdiction?
6. In your case the respondent has indicated its willingness to attend a hearing in Hong Kong but not in the place specified for hearings in the contract. If the claimant is unwilling to depart voluntarily from the contractual arrangement, how should you handle this?
7. What is the arbitrator/party-appointed arbitrator's proper response where one party/"their party" [a] fails to rely upon an obviously apt and helpful provision in the contract or [b] does not take an obvious legal point in support of his claim or defence?



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Topics Include:

8. The party who appointed you has suggested it should be free to discuss with you the choice of a candidate for Presiding Arbitrator. What should you do?

9. Is expert witness hot-tubbing a good idea always, sometimes, never? How can the process be effectively managed if it is adopted?

10. How should the arbitrator deal with a case where one party does not appear and is not represented, but has submitted pleadings, documents, witness statements, and the Tribunal has concluded that it is appropriate to continue the hearing?

Participants will be asked to contribute their questions in advance to ensure those issues most relevant to the audience can also be tackled head on.

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