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## Dutch arbitration act 2015 pdf

Introduction Today, the Dutch Senate approved the new Dutch arbitration law ('the new law'). The date of entry into force shall be fixed by the Minister for Security and Justice by royal decree. We anticipate that this will be the 1st of July. The update of the Dutch arbitration law will affect the drafting of arbitration clauses for Dutch arbitration and should lead to changes to the arbitration rules of arbitration institutions established in the Netherlands. The unofficial English translation of the new law is available here, and a translation of the comparison between the new law and the current Dutch arbitration law is here. The new law is intended to modernise the current Dutch arbitration law the Netherlands has been at the forefront of international arbitration for the past two centuries. It is home to, inter alia, the Permanent Court of Arbitration, the Iranian-US Claims Tribunal, P.R.I.M.E. Finance, the Netherlands Arbitration Institute (NAI) and a number of other private arbitration institutions. The 1986 Dutch Arbitration Act was one of the most complex national arbitration laws of its time, aimed at facilitating international harmonisation and unifying arbitration law in order to make arbitration in the Netherlands both national and internationally attractive. After its entry into force, the Dutch arbitration law will be aligned with the revised model of the UNCITRAL Act of 2006. As the arbitrage movements have been important over the past few years, the new law reflects Dutch ambition and the ability to keep up with these events and maintain their position as an attractive venue for domestic and international arbitration. Key amendments The following are key amendments to the current Dutch Arbitration Act of 1986. During the legislative process, the initial legislative proposal, as submitted on 16 December 2007, was the first to be adopted in the framework of the legislative proposal. The key amendments adopted after the submission of this legislative proposal were highlighted below. The important amendments concern: The length of the annulment proceedings the Court of Appeal – instead of the district court – will have jurisdiction to annul the arbitration awards. The aim is to limit the time and costs for the parties to the annulment proceedings after the arbitration procedure has been completed. Under the new law, the parties may further limit the duration of the determination of the proceedings to the side by agreeing to exclude the appeal procedure on a point of law before the Supreme Court against the judgment of the Court of Appeal. An appeal in cassation cannot be ruled out if one of the parties to the arbitration is a consumer. The three-month time limit for applying for the distribution of the prize will be triggered by sending the arbitration decision to the parties or, where appropriate, by entering the prize in the register of the district court. However, the legislator decided to give a second trigger for setting of the time limit currently in force: the assignment service, together with the enforcement leave of the customer, irrespective of whether the time limit is in line with the other triggers(s) expires. The new law also introduces the possibility for the court of appeal to suspend the annulment proceedings and refer the case to the arbitral tribunal for consideration by reopening the arbitration procedure or by other measures. It will have jurisdiction to decide on requests for leave to enforce an arbitration award to decide on requests for the release of an arbitration award in relation to arbitrations outside the Netherlands. Only if such a request is rejected is it possible to appeal on a case-by-case list before the Supreme Court. The appeal on a point of law is three months after the date of the appeal court's judgment. For prizes which are in arbitration proceedings established in the Netherlands, the enforcement procedure remains the same. This means that the President of the District Court will have jurisdiction to apply for leave of enforcement. If such a request is rejected, such a judgment will be entitled to appeal to the Court of Appeal and then, if the court of appeal also rejects the application, cassation, Reusable jurisdiction of the State The Court of Justice In the event of the annulment of an arbitration award, the jurisdiction of the court will be revived only if the arbitration award was annulled due to the lack of a valid arbitration agreement, unless the parties agreed otherwise. The Contracting Parties may decide on an institutional procedure to challenge a Contracting Party will have the possibility to appoint an independent third party to decide on the arbitrator's challenge. Thus, the parties may decide to submit the contested procedure to the arbitration institute. Assistance from a Dutch court in a foreign arbitration procedure A party will be able to request the assistance of a Netherlands court in relation to a foreign arbitration procedure (e.g. arbitration proceedings outside the Netherlands), e.g. if a party asks the existence of an arbitration agreement before the submission of a defence before the submission of a defence, that court shall only declare that it has jurisdiction in the event that the requested exemption cannot be obtained or cannot be obtained in good time in the arbitration procedure. The Netherlands National Court may not rule on the validity of such an arbitration agreement. Provisional measures in (separate) arbitration proceedings The new law also introduces the possibility for a party to request interim measures in the process pending an arbitration procedure. The duration of such measures will not be limited to the duration of the arbitration procedure, but may be determined by the arbitral tribunal at its discretion. The Contracting Parties may not exclude an authority provisional measures. This option complemented the current possibility for the parties to agree to give a separate arbitral tribunal the power to act as emergency arbitrators. A party may request interim measures from emergency arbitrators without requiring an arbitration procedure as to the merits of the proceedings. Decisions taken following a request for interim measures by such arbitrators shall be entitled to an arbitration award, unless the court decides otherwise. Consolidation of arbitration procedures Parties may propose a third party deciding on a request by a party to consolidate the arbitration procedure at the Dutch head office. Previously, it was the exclusive authority of the President of the Amsterdam District Court. If agreed by the parties, the so-called party may also decide on the request for consolidation of the Dutch arbitration procedure and the arbitration procedure established outside the Netherlands. Greater powers of the parties to form an arbitration procedure In general, it is noteworthy that the new law provides the parties with a broader possibility of derogating from arbitration law under the Dutch Code of Civil Procedure (DCCP), which results in greater power for the parties to form an arbitration procedure than they wish. This may also make it more attractive for customers to agree to introduce arbitration in the Netherlands. For example, the Parties may agree on an agreement on the rule of proof on the issue of the issue that the arbitration award is to be de-rated on the registry of the Court of Justice of the Court of Justice of the Court of Justice of the Seat Arbitration District on the possibility that the arbitration appeal at the arbitration panel may be awarded in order to deduce the law to be dissuaded from the quorum in cassation proceedings in the proceedings for annulment, necessary to allow arbitrators to make it possible to make an order of training the possibility of oral presentation by the parties of the arbitral tribunal to exclude the powers of the arbitral tribunal to (i) postpone the appearance of a witness or expert, (ii) defer the provisional measure or (iii) a warrant for the detection of records by the client and (iv) imposes on a third party to join or intervene in the arbitration procedure. The new law also provides for more flexibility. For example, a court may appoint one of its members for a hearing at any place within or outside the Netherlands, unless the Parties agree otherwise. Use of electronic means The new law allows the transfer of information (e.g. notices or requests for action) using electronic means, provided that the arbitral tribunal has authorised the use of such electronic means and (one of) the parties to the arbitration does not decide to use these means, provided that the parties have agreed on such an opt-out. Stay of the statutory limitation period The limitation period for claims governed by Netherlands law will also be suspended by the opening of the arbitration procedure in the arbitral tribunal has rejected jurisdiction. The new limitation period shall begin on the day following the date of the award. Such a new period will be equal to the original limitation period, but not longer than five years. The validity of arbitration agreements The arbitration agreement will be valid if it is valid: in accordance with the law elected by the parties to manage the arbitration agreement in accordance with the law of the seat of arbitration; or, if no choice of law has been made, the law applicable to the (basis) legal relationship (e.g. contract) to which the arbitration agreement relates. A restriction on a State or a national entity to resort to national law to escape from an arbitration agreement a State or a State entity party to an arbitration agreement cannot challenge its national law to challenge its competence to design such an agreement or arbitrator of a dispute in the absence of an arbitration agreement and should not be known about such legislation. Legislation.

