

Does my arbitration agreement allow it? Exclusion of the right to appeal a point of law under popular arbitration rules¹

Arbitration Body	Arbitration Rules	Section 69 ² excluded?	Relevant provision
The Insurance and Reinsurance Arbitration Society ("ARIAS (UK)")	ARIAS Arbitration Rules <i>(3rd edition, effective from 1 January 2014)</i>	No – but express optionality	By adding an Appeal Amendment Clause for awards certified by the arbitrators as posing a question of law of general interest or importance to the industry: <i>"The parties are deemed to have agreed that there will be a right of appeal to the Courts but only where the tribunal certifies in its award that the dispute between the parties involves a question of law of general interest or importance to the trade or industry in question. For the avoidance of doubt this provision does not apply to any ruling by a tribunal in relation to its own jurisdiction or otherwise restrict the parties' rights under Section 69 of the 1996 Act."</i> In addition, NB: Clause 17.10: <i>"Where the Parties settle a case after commencement of arbitration the arbitrators may at the written request of the Parties make a consent award. No reasons shall be given for a consent award."</i>
Federation of Oils, Seeds and Fats Associations Ltd. ("FOSFA")	Rules of Arbitration and Appeal <i>(Effective from 1 January 2012)</i>	No	N/A
The Grain and Feed Trade Association ("GAFTA")	Arbitration Rules No.125 <i>(Effective from 1 June 2014)</i>	No	N/A
International Chamber of Commerce ("ICC")	Rules of Arbitration of the ICC <i>(Effective from 1 January 2012)</i>	Yes	Article 34(6): <i>"Every award shall be binding on the parties. By submitting the dispute to arbitration under the Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can be validly made."</i>

¹ Assumes English law and England as the seat of arbitration.

² Section 69, Arbitration Act 1996.

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International Centre for Dispute Resolution ("ICDR")	International Dispute Resolution Procedures (Including Mediation and Arbitration Rules) <i>(Effective from 1 June 2014)</i>	No	N/A
The International Centre for Settlement of Investment Disputes ("ICSID")	Rules of Procedure for Arbitration Proceedings – Arbitration Rules <i>(Effective from 10 April 2006)</i>	No	N/A
London Court of International Arbitration ("LCIA")	LCIA Arbitration Rules <i>(Effective from 1 October 2014)</i>	Yes	Article 26.8: <i>"Every award (including reasons for such award) shall be final and binding on the parties. The parties undertake to carry out the award immediately and without any delay (subject only to Article 27 [Correction of Award(s) and Additional Award(s)]; and the parties also waive irrevocably their right to any form of appeal, review or recourse to any state court or other legal authority, insofar as such waiver shall not be prohibited under any applicable law."</i>
The London Maritime Arbitrators Association ("LMAA")	The LMAA Terms (2012) <i>(Effective from 1 January 2012)</i>	No – but express optionality	Article 22(b): <i>"The parties may agree to dispense with reasons [for the award] in which case notice shall be given to the Tribunal before the award is made. [Note: the effect of such agreement is to exclude the court's jurisdiction under section 69 of the [Arbitration] Act to determine an appeal on a question of law arising out of the award; see section 69(1)]"</i>

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London Metal Exchange ("LME")	Part 8 Arbitration Regulations <i>(Last updated on 30 April 2014)</i>	Yes	Article 12.8: <i>"Every award shall be final and binding on the parties as from the date that it is taken up by one of the parties. The parties undertake to carry out any award without any delay. Unless otherwise agreed by the parties in writing, the parties waive irrevocably any right to any form of appeal, review or resource to any state court or other legal authority, insofar as such waiver shall not be prohibited under any applicable law."</i>
Refined Sugar Association ("RSA")	RSA Rules relating to arbitration <i>(Last updated 1 May 2015)</i>	No	N/A
Sugar Association London ("SAL")	SAL rules relating to arbitration <i>(Last updated on 1 June 2014)</i>	No	N/A
United Nations Commission on International Trade Law ("UNCITRAL")	UNCITRAL Arbitration Rules (as revised in 2010) <i>(Effective for arbitration agreements offered and concluded after 15 August 2010)</i>	No – but express optionality	The Annex to the Rules provides a model arbitration clause and a possible waiver statement, should the parties " <i>wish to exclude recourse against the arbitral award that may be available under the applicable law...</i> ": "Waiver <i>The parties hereby waive their right to any form of recourse against an award to any court or other competent authority insofar as such waiver can validly be made under the applicable law."</i>