People often look at the new International Arbitration Centre and ask: “Can I bring my case here?” Since the BVI International Arbitration Centre (BVI IAC) opened its doors under one year ago, it has been involved in a number of cases as an appointing authority and a number of parties have come to the Centre with precisely this question. In most cases, their dispute is already in full swing but at the time they entered into the relationship giving rise to the dispute, going to arbitration was far from the minds of the parties, the Centre did not exist, or the Arbitration Act had not come into force, etc. Now, businesses just want to have their dispute resolved in the quickest and most cost-effective way.

It may be that they believe the wait for a date in court is too long, that formalities of court procedures are burdensome, that the litigation process is becoming stressful on the lawyers and on the parties, as the litigation process tends to raise the temperature in the resolution of a dispute.
The good news is that even though a dispute has already arisen and a claim may even have been filed in court, the parties may opt out of the litigation process and chose to arbitrate instead. By way of a submission agreement, the parties can elect to have the case decided by an arbitrator.

**What are the many advantages of Arbitration?**

Arbitration is a binding form of dispute resolution that offers speed and flexibility.

Arbitral awards are, in many places, more enforceable than court judgments. That is because more than 150 countries around the world are signatories to a treaty, the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, that compels a foreign court to recognize and enforce an arbitral award even if the same ease of enforcement may not be available between the two countries under bilateral agreements for the recognition and enforcement of court judgments.

Parties are free to appoint their own arbitrator or arbitrators and can choose the procedures and rules for the conduct of the arbitration that are most practical. The procedures are typically much less formal and dates for hearings are far easier to organize on conference calls or through email exchanges. The reduced formality of procedures makes it much less stressful, the requirements for discovery procedures are much less onerous and the levels of civility and cooperation are usually much higher. Not only does this increase the prospect for settlement, it reduces the friction between the parties who may want or need to continue doing business together in the future.

Arbitration is also confidential and far more private than court litigation.

Furthermore, the British Virgin Islands has adopted the UNCITRAL Model Law which means that one can expect judicial support for, and recognition of, arbitration proceedings and minimal judicial interference from BVI courts.

**How to submit an existing dispute to arbitration under the BVI IAC Rules?**

While most arbitration agreements are found as clauses in contracts agreed before a dispute has arisen, parties may refer existing disputes to arbitration at any time after a dispute has arisen by simply entering into an agreement to arbitrate the dispute. This is known as a submission agreement.
In such cases, the parties can agree to submit the dispute to arbitration by setting out a brief description of the subject matter to be arbitrated. An example of a simple submission agreement can be found below:

This Arbitration Submission Agreement ("Agreement") is made this ___ day of ________________, 20__, by and between ______________________ ____________ ("Claimant(s)") and __________________________________ ("Respondent(s)"). Claimant(s) and Respondent(s) are collectively referred to as the “Parties.”

Whereas:
A. A dispute has arisen between the parties concerning the matters described as follows (or as more particularly set forth in the pleadings filed in the following court proceedings: (***) (the “Dispute” or the “Litigation”);

B. The Parties have agreed to resolve the Dispute (or the Litigation) by submitting to binding arbitration in accordance with this Agreement.

The Parties agree that the Dispute shall be settled by arbitration in accordance with the BVI IAC Arbitration Rules. The number of arbitrators shall be… [one or three]; The place of arbitration shall be… [Road Town, Tortola, British Virgin Islands, unless the Parties agree otherwise]; The language to be used in the arbitral proceedings shall be… [language]."

Note: The BVI IAC does not provide legal advice; you should seek the assistance of a lawyer before entering into any agreement.

This form of Submission Agreement may be adapted for cases already in court or for existing disputes not yet pending in Court.

What is the role of the BVI IAC?

The BVI IAC provides full administrative and concierge services in support of parties and arbitrators conducting arbitral proceedings under its auspices, serving as the official channel of communications and ensuring safe custody of documents. The BVI IAC also provides services such as financial administration, logistical and technical support for meetings and hearings, travel arrangements, and general secretarial and linguistic support.

For more information, visit us at Ritter House, 3rd Floor, Wickhams Cay II, Road Town, Tortola, British Virgin Islands or at www.bviiac.org or contact us via e-mail at arbitration@bviiac.org.
About The Author

**Mr. Francois Lassalle**

As the Chief Executive Officer of the BVI International Arbitration Centre, Mr. Francois Lassalle is responsible for the overall set-up, growth, management and operations of the institution.

Prior to moving to the BVI, he worked for Dentons in London, the world’s largest law firm, where he advised senior management on the UK strategy and served as the Divisional Business Manager for two divisions.

He started his London career in Banking and since he always likes to explore pastures new, joined a financial start-up which was then acquired by Standard and Poors. During this time, he played a key part in the development of research departments and operations both in London, India and the Philippines before moving on to the legal sector. Francois worked for Linklaters where he advised the Executive Committee and led teams, strategies, global projects and consulting assignments both broad in scope and with high business impact before taking on a Global Business Management role.

Francois holds a Master’s Degree in Management from French Business School EM Strasbourg with concentrations in Finance and Banking; and a BSc Degree from UMIST, in Management.