

What Shipyards and Buyers Need to Know About the New LMAA Terms

By Andreas Dracoulis | May 2, 2017

RELATED PRACTICES Shipping

This article covers, briefly, some of the changes to the rules governing LMAA arbitrations as introduced by the 2017 edition of its terms and from the perspective of shipyards and buyers. The [LLMA Terms 2017](#) apply to arbitrations begun after May 1, 2017.

Given that the terms provide a tried and tested framework, the 2017 edition is very much a minor refinement of what was already in place with the LMAA's approach being one of "if it ain't broke, don't fix it". For example, while the 2017 terms introduce a mechanism for the appointment of sole arbitrators, there remains considerable latitude to parties in the constitution of the tribunal, which can be particularly helpful in technically complex shipbuilding disputes.

Those concerned about costs and delay will be pleased to see the LMAA's existing guidelines on promoting cost-effectiveness and efficiency, known as the checklist, incorporated within the 2017 terms. Furthermore, parties are now also encouraged to focus on costs in more detail when completing the LMAA questionnaire, given the requirement to provide a separate breakdown of actual or estimated fees for solicitors, counsel and experts.

This article was first published in *Lloyd's List* on 02 May 2017, and is reproduced with their kind permission To read the full article, click [here](#).