

LMAA ARBITRATION NOTICE CLAUSE

Parties may also wish to consider using the following clause, drafted by the LMAA, which expressly deals with the service of notices:

Any and all notices and communications in relation to any arbitration proceedings arising in connection with this contract (including any communications giving notice of the commencement of such proceedings and/or appointment of an arbitrator) shall be treated as effectively served if sent by e-mail to the e-mail addresses as provided for in this clause (*it is strongly recommended that at least one individual, together with their individual e-mail address, is named for service purposes but a general e-mail address may also be included or used in the alternative*):

Name of party to this contract:

- E-mail address for this party: [insert]

Name of other party to this contract:

- E-mail address for this other party [insert]

Either party shall be entitled to change and/or add to the e-mail addresses to which notices and communications may be sent for purposes of this clause by sending notice of change to the other party at the e-mail address provided for in this clause (or, if previously amended by notice, the relevant amended address).

Any notice and communication sent by e-mail pursuant to this clause shall be deemed to have been served, and become effective, from the date and time the e-mail was sent.

Nothing in this clause shall prevent any notice or communication in relation to any arbitration proceedings in connection with this contract being served by other valid and effective means.

If a party retains solicitors or representatives with authority to accept service of notices and communications in relation to arbitration proceedings, the other party should be advised of the appointment and new service details in accordance with the terms of this clause; future service and communications should then be sent to the nominated solicitors or representatives only (unless otherwise directed). In the event the solicitors or other representatives cease to act and notice is given of this to the other party, the provisions contained herein shall re-apply.

Provided always that nothing in this clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this contract being sent by other effective means.