

II. When the contract is concluded via **fixture note** or **fixture recap**, parties are strongly advised to insert the following recommended arbitration clause:



"Arbitration in Hong Kong in accordance with the HKMAG Terms and HKMAG Small Claims Procedure, Hong Kong / English* law to apply."*

(*) Delete as appropriate. If no deletion is made, Hong Kong law shall apply."

or

"Arbitration in Hong Kong in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration, Hong Kong / English* law to apply."*

(*) Delete as appropriate. If no deletion is made, Hong Kong law shall apply."

or

"Arbitration in Hong Kong in accordance with the HKIAC Administered Arbitration Rules in effect at the time of applying for arbitration. Hong Kong / English* law shall be the governing law. The number of arbitrators shall be one+ / three+. The arbitration proceedings shall be conducted in English."*

(*) Delete as appropriate. If no deletion is made, Hong Kong law shall apply."

(*) Delete as appropriate. If no deletion is made, the number of arbitrators shall be one."



⚠ Key Reminder

Be proactive: maritime and trade companies may wish to expressly choose Hong Kong law as the governing law of the contract and designate Hong Kong as the arbitration seat at the time of contract formation for all shipping and trade contracts.



B. Contact Information of Major Maritime Arbitral Institutions in Hong Kong

Below are some of the arbitral institutions providing maritime arbitration services, advice, and assistance in Hong Kong:

Institution	Contact
Hong Kong Maritime Arbitration Group	Website: https://www.hkmag.org.hk/ Email: info@hkmag.org.hk
Hong Kong Maritime Law Association	Website: https://www.hkmla.org/ Email: secretary@hkmla.org Telephone: (852) 2801 7338
China International Economic and Trade Arbitration Commission Hong Kong Arbitration Center	Website: http://www.cietachk.org.cn/ Email: hk@cietac.org Telephone: (852) 2529 8066
Hong Kong International Arbitration Centre	Website: https://www.hkiac.org/ Email: arbitration@hkiac.org Telephone: (852) 2525 2381

For more information or assistance, please feel free to reach out to the above institutions directly.



Hong Kong Maritime Arbitration Group



Hong Kong Maritime Law Association



China International Economic and Trade Arbitration Commission Hong Kong Arbitration Center



Hong Kong International Arbitration Centre



Transport and Logistics Bureau
The Government of the
Hong Kong Special Administrative Region
of the People's Republic of China



HONG KONG
MARITIME AND PORT DEVELOPMENT BOARD
香港海運港口發展局



SUPPORTED BY:
Department of Justice
The Government of the Hong Kong
Special Administrative Region

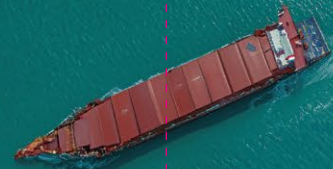


CHINA INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION
HONG KONG ARBITRATION CENTER
中國國際經濟貿易仲裁委員會 香港仲裁中心



Hong Kong: Your Best Choice in Maritime and Trade Dispute Resolution

Why Choose Hong Kong for Maritime and Trade Arbitration?



A Trusted, Strategic, and Globally Recognised Hub for Dispute Resolution

BIMCO-designated Arbitration Venue

One of the four designated arbitration seats listed in the Baltic and International Maritime Council (BIMCO)'s Law and Arbitration Clause 2020 for the global maritime industry.



Unique Bilingual Common Law System

The only jurisdiction in the world to offer a Chinese-English bilingual common law system — ideal for cross-border maritime and trade disputes.



Modern Arbitration Law Aligned with Global Standards

The Arbitration Ordinance (Cap. 609) is based on the UNCITRAL Model Law on International Commercial Arbitration and continuously updated to reflect international best practices.



Global Enforceability of Awards

Arbitral awards made in Hong Kong are enforceable in over 170 jurisdictions contracting to the New York Convention¹.



Arrangement with Mainland China on Interim Measures for Arbitration

Under the 2019 Interim Measures Arrangement², Hong Kong is the only common law jurisdiction outside Mainland China where, as a seat of arbitration,

¹ Full title is the Convention on the Recognition and Enforcement of Foreign Arbitral Awards

² Full title is the Arrangement Concerning Mutual Assistance in Court-ordered Interim Measures in Aid of Arbitral Proceedings by the Courts of the Mainland and of the Hong Kong Special Administrative Region.

parties to arbitral proceedings administered by the designated arbitral institutions can apply to Mainland courts for preservation of assets, evidence, or conduct during arbitration.



Strong Pool of Maritime and Trade Arbitrators and Lawyers

A deep bench of bilingual, experienced maritime arbitrators and lawyers with international and regional expertise.



Choose Hong Kong as Your Seat of Maritime and Trade Arbitration

Leverage our legal strengths, strategic position, and professional excellence for fair, efficient, and enforceable dispute resolution.

Objectives of this Leaflet



This leaflet aims to:

- Introduce the operational steps for choosing Hong Kong as the seat of arbitration when entering into maritime and trade contracts.
- Provide contact information of major maritime arbitral institutions in Hong Kong that offer dispute resolution advice and assistance to maritime and trade companies.



A. Operational Steps for Choosing Hong Kong as the Seat of Arbitration

I. When entering into **charterparty agreements** (e.g. between a shipowner and a charterer or cargo owner), parties can specify Hong Kong as the seat of arbitration.

• Use of Standard Forms

BIMCO's GENCON 2022 is one of the most widely used standard contracts for voyage charterparties.



• Specify Arbitration Choice in GENCON 2022

In Box 32 (Law and Arbitration) of GENCON 2022, parties should clearly indicate:

"Hong Kong law / Hong Kong arbitration"

or

"English law / Hong Kong arbitration"

⚠ If no preference is specified, the default setting is for English law to apply with London as the seat of arbitration.