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Keith is the Senior Partner of Hammonds Hong Kong and Chief Representative of Beijing Representative Office. He is extremely experienced in international arbitration both in Europe and China, with particular emphasis on the energy and financial services sector. His expertise also covers high court /commercial court litigation, expert determinations, mediations and other forms of ADR.

布英达是希文律师事务所香港分所的高级合伙人及驻北京代表处的首席代表。他在国际仲裁方面有着十分丰富的经验，包括在欧洲和中国，特别是在能源和金融服务领域。他的经验也包括高等法院诉讼、专家决定、调解等替代性解决争议领域。

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Warren is a senior solicitor in our Commercial Dispute Resolution Group of our Hong Kong office. His areas of practice covers court based litigation and LMAA/HKIAC/ICC/CIETAC arbitrations. He has particular expertise of disputes involving international trade, carriage of goods, intellectual property rights, statutory schemes of arrangement, employment post-termination restraints, financial investment products, applications for pre-trial injunctive relief.

黄志成是希文律师事务的资深律师，目前在香港分所工作。作为国际商务争议解决团队的成员之一，他的业务领域涵盖了诉讼以及在LMAA、HKIAC、ICC和CIETAC的仲裁。他专注于国际贸易、货运、知识产权、清盘程序、劳资、股东、投资、诉前救济等商业争端的解决。

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Lawrence Liu is a consultant based in our Beijing office. He is a qualified PRC lawyer and has over 10 years work experience in energy sector. He works extensively on cross border commercial transactions acting for both multinational companies and Chinese local companies.

刘宇峰是希文律师事务所的中国法律顾问，目前在北京工作。他具有中国律师资格，并在能源领域有十年以上的工作经历。他主要代表跨国公司和中国的企业具体处理国际性质的商务法律事务。

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Mary is a Senior Consultant in our Commercial & Dispute Resolution practice based in our Hong Kong office. She is a commercial dispute resolution specialist in high court litigation, including the Court of Final Appeal, and international arbitration. Mary's extensive experience spans the financial, insurance, transport, manufacturing and IT sectors. Mary has conducted domestic and international arbitrations including HKIAC, ICC, SIAC, LMAA, CIETAC and LOF arbitrations. She is also a HKIAC accredited Mediator and Adjudicator.

林美丽专门从事高等法院包括终审法院商业纠纷的解决和仲裁业务。她的业务领域还广泛涉及金融、保险、交通、制造业和IT业。她曾经处理过大量的国内和国际仲裁案件，包括在HKIAC、ICC、LCIA, SIAC、LMAA、CIETAC 和 LOF等仲裁机构处理的案件。

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Rachel is an associate in our Commercial Dispute Resolution Group based in our Beijing office. She has experience in a range of contentious litigation and arbitration matters ranging from construction, contractual, trade and insolvency disputes and has worked on LCIA, CIETAC and ICC arbitrations representing both PRC and international clients.

陶瑞楚是国际商务争议解决团队的成员之一，目前在希文律师事务所驻北京代表处工作。她有着丰富的诉讼和仲裁案件处理经验，业务领域广泛涉及到工程建造、合同、贸易、破产等方面，并代理中国和国际客户处理过大量在LCIA、CIETAC以及ICC的仲裁案件。

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Felicia is a lawyer in our Hong Kong office. She is qualified in Hong Kong, the Australian Capital Territory and England & Wales. She currently works on a range of contentious matters including general commercial and trade disputes, insolvency, contentious employment matters, land disputes and probate cases. Additionally Felicia is experienced in both contentious and non-contentious intellectual property matters.

郑逍遥是希文律师事务所的律师，目前在香港分所工作。她具有在香港、澳大利亚和英格兰及威尔士的从业资格，主要开展诉讼和仲裁业务，包括商务和贸易、破产、劳务、土地、遗嘱等方面的争议解决。此外，她在知识产权诉讼和非讼的业务方面也具有丰富的经验。

International Arbitration Newsletter – China Focus

国际仲裁讯息（中国部分）

HAMMONDS' COMMERCIAL & DISPUTE RESOLUTION GROUP PRESENTS A SERIES INTRODUCING THE VARIOUS ALTERNATIVE OPTIONS AVAILABLE FOR ARBITRATING DISPUTES FOR CHINESE ENTERPRISES.

希文律师事务所商业和争议解决团队现为中国企业提供通过仲裁解决争议之系列介绍

The International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (VIAC)

International commercial arbitration has been available in Austria, since 1975 principally under the auspices of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (VIAC).

Austria has emerged as a popular venue for East-West commercial arbitrations benefiting from its reputation, together with Switzerland and Sweden, as a neutral country. The VIAC administers only international cases, in the sense that at least one of the parties, at the relevant time, had its place of business or normal residence outside Austria, and/or where the dispute has an international character.

The VIAC has published its own Rules of Arbitration and Conciliation (Vienna Rules) which have been in force since 1 July 2006. They are presently available in German, English, Russian and Czech.

VIAC's Structure

- 1) The Board – The Board of the VIAC has at least five members and is the main decision making organ of the VIAC. Its remit includes making decisions where the Claimant and Respondent cannot reach a consensus.
- 2) The Secretary General – The Secretary General is responsible for the direction of the activities of the VIAC and performs the administrative tasks of the VIAC insofar as they are not reserved to the Board of the VIAC.

Arbitration proceedings under Vienna Rules

1) Commencement of the Proceedings

Arbitral proceedings are commenced when a statement of claim is filed with the VIAC. One copy of the statement of claim together with enclosures must be submitted for each Respondent, each arbitrator and the VIAC itself.

2) Memorandum in Reply

Generally, the Secretary General effects service of the statement of claim on the Respondent together with one copy each of the rules of arbitration. The Secretary General also then invites the Respondent

奥地利联邦经济商会国际仲裁中心 (奥地利国际仲裁中心)

特别是自1975年以来，奥地利在国际商务仲裁中发挥出显著的作用。在奥地利进行的国际仲裁主要是依托于地处维也纳的奥地利联邦经济商会国际仲裁中心进行。

就国际仲裁而言，与瑞士和瑞典同为中立国家，奥地利成为东、西方国家之间解决商事争议的首选地。奥地利国际仲裁中心主要解决国际争议案件，即至少一方当事人的营业地或者通常住所地在奥地利以外，以及/或者争议本身具有国际因素。

现行的奥地利国际仲裁中心仲裁规则是自2006年7月1日起适用。目前有德文、英文、俄文和捷克文版本。

组织架构

- 1) 委员会-奥地利国际仲裁中心委员会至少有五名成员，是中心的决策机构。其职能包括在仲裁申请人和被申请人达不成一致的情况下，作出相应的决定。
- 2) 秘书长-奥地利国际仲裁中心的秘书长对中心的工作进行指导，并负责委员会职责以外的管理性工作。

仲裁程序

1) 仲裁程序的开始

仲裁程序自向仲裁中心提交仲裁申请书之日起开始。在提出仲裁申请时，应当一并向被申请人、每位仲裁员和仲裁中心提交仲裁申请书及其附件的副本。

2) 答辩

秘书长将仲裁申请书连同仲裁中心的仲裁规则一并发送给被申请人，要求被申请人在三十日内作出答辩，并按照申请人、每位仲裁员和仲裁中心提交相应数量的答辩状副本。

3) 反请求

如果在证据提交期间，被申请人基于仲裁协议向申请人提出了受奥地利国际仲裁中心管辖的主张，那么，这一主张将被视为反请求。

4) 指定和任命仲裁员

We have extensive experience of all forms of dispute resolution and alternative dispute resolution including all forms of arbitrations.

我们在所有形式的争议解决和以替代方式解决争议方面有着丰富的经验和极深的造诣，包括各种仲裁。

Hammonds is a full service multidisciplinary law firm. Our dedicated dispute resolution team comprises 250 lawyers in seven countries dealing with disputes around the world. Our Asia dispute resolution team is based out of our Hong Kong and Beijing offices and has worked closely with our European offices on a range of VIAC Arbitrations.

to submit a memorandum in reply within a period of thirty days, with sufficient copies for each Claimant, each arbitrator and the VIAC.

3) Counter-claims

Claims by the Respondent against the Claimant that are based on an arbitration agreement and falling under the jurisdiction of the VIAC can be raised as a counter-claim up to the time of closure of the evidentiary proceedings.

4) Nomination and Appointment of Arbitrators

The parties can agree that their dispute is to be decided either by a sole arbitrator or by an arbitral tribunal consisting of three arbitrators. If the parties have not and are not able to agree on the number of arbitrators, the Board will make the decision considering the difficulty of the case, the magnitude of the amount in dispute and the interest of the parties in a rapid and cost-effective decision.

Where a sole arbitrator is decided upon, the parties can agree upon a sole arbitrator and provide his/her details to VIAC within thirty days. Failing which, the sole arbitrator will be appointed by the Board.

Where an arbitral tribunal is decided upon, each party is entitled to nominate one arbitrator. If the party has not appointed an arbitrator within 30 days of a request to do so, the arbitrators will be appointed by the Board. The third arbitrator and Chairman of the arbitral tribunal is appointed by the other two arbitrators. If they cannot agree within thirty days the Chairman shall be appointed by the Board.

5) Conduct of the Proceedings

The arbitrator(s) may conduct the arbitration proceedings in any way they wish and at their absolute discretion.

If not so already agreed by the parties, the arbitrator(s) shall determine the language or languages of the proceedings, taking into consideration all circumstances, in particular, the language of the contract.

The proceedings may be oral or wholly in writing. Oral hearings can be requested by either party or as considered necessary by the arbitrator(s), on such date as fixed by the sole arbitrator or the Chairman and hearings are private.

Arbitrator(s) can, on their own initiative, collect evidence, question parties or witnesses or require input from experts and submission of documents.

If one party does not take part in the proceedings, the case must be heard with the other party alone.

当事人可以约定由一名独任仲裁员或者由三名仲裁员组成的仲裁庭裁断他们之间的争议。如果当事人之间没有关于该事项的协议并对仲裁员人数没有达成协议，委员会则有权决定是否由一名独任仲裁员或者仲裁庭对争议进行审理。在这一情况下，委员会将特别考虑案件的复杂程度、争议的数额以及在进行快速和节省费用的裁断中各方当事人的利益。

如果决定由独任仲裁员审理案件，则要求各方当事人就独任仲裁员的选择达成共识，并在接到该要求的三十日内将该仲裁员的信息反馈给仲裁中心。如果当事人没有在要求的时间内向仲裁中心作出该反馈，委员会将对仲裁员作出指定。

如果决定由仲裁庭审理案件，当事人有权各自选择一名仲裁员。委员会将要求尚没有选择仲裁员的当事人在接到通知的三十日内选择相应的仲裁员。如果该当事人没有在要求的时间内向委员会作出选择，委员会将指定仲裁员。第三位仲裁员以及首席仲裁员由仲裁庭的其他两名仲裁员指定。如果在三十日内没有确定该第三位仲裁员和首席仲裁员，则由委员会作出指定。

5) 裁断的进行

仲裁员可以按照其认为合适的方式并根据其意愿对案件进行裁断。

在当事人没有对仲裁语言作出选择的情况下，仲裁员可以根据实际情况，特别是针对合同本身所使用的语言，最终确定仲裁所使用的语言。

仲裁程序可以以口头或者书面方式进行。应任何一方当事人的要求，或者仲裁员认为必要，以口头方式进行的仲裁可以在独任仲裁员或者首席仲裁员确定的日期进行听证。听证以不公开方式进行。

仲裁员可以自行收集证据，询问当事人或证人，或者要求出具专家意见并提交相应的文件。

如果一方当事人不能参加仲裁，案件的审理仍然可以在该当事人缺席的情况下继续进行。

6) 适用法律

独任仲裁员将根据当事人自行选择适用的法律审理争议。如果当事人对适用法律没有作出选择，独任仲裁员将自行选择适用的法律。

7) 仲裁庭的决断

仲裁庭的任何裁定或者任何其他决定由其成员的绝大多数作出。如果达不成绝大多数决定，则由首席仲裁员单独作出。

6) Applicable Law

The arbitrator(s) decide the dispute in accordance with such applicable legislation or rules of law as are chosen by the parties. Failing any agreement by the parties, the arbitrator(s) will apply the rules of law as they consider appropriate.

7) Decision Making of the Arbitral Tribunal

Any award or any other decision of the arbitral tribunal is made by a majority of all its members. If no majority of votes is obtained, the Chairman decides alone.

8) Costs of the Proceedings

The costs of the proceedings consist of the following elements:

a) The costs of arbitration, that is to say, the outlay of the VIAC administrative costs, arbitrators' fees plus any tax and expenses (such as travel and subsistence expenses of arbitrators and costs of service of documents); and

b) The costs of the parties, that is to say, the appropriate expenses of the parties for their representation and other outlay related to the arbitration proceedings.

(1) Registration Fee

On filing the claim (or counter-claim), the Claimant (or Counter-claimant) shall pay to VIAC a registration fee. If there are more than two parties to the proceedings, the registration fee is automatically increased by 10% for each additional party. The registration fee is not refundable and is deducted from the deposit paid by the Claimant (Counter claimant) against costs of the arbitration.

(2) Costs of Arbitration and Deposit

The Secretary General will set the amount of the deposit based on the value of the claim. That deposit is payable in equal shares by the parties within thirty days after the payment request. Failure to pay by the Claimant (or Counter-claimant) results in the claim (or counter-claim) not proceeding further. If the Respondent (or Counter-Respondent) fails to pay its share of the deposit, the Secretary General shall request the Claimant (or Counter Claimant) pay the outstanding share of the deposit. If the Claimant fails to pay this, the claim (or counter-claim) shall not proceed any further.

If the arbitrator(s) consider it necessary to appoint experts, translators, interpreters etc. the costs incurred shall be borne by the parties.

The final costs of arbitration are determined by the Secretary General at the end of the proceedings and the arbitral tribunal can decide who shall pay the costs associated with the arbitration or decide whether such costs shall be apportioned between the parties and if so in what proportion.

8) 仲裁费用

仲裁费用包含以下因素：

a) 仲裁费。即，仲裁中心的管理费、仲裁员费用和增值税及其他支出（如仲裁员的差旅和补贴费、文件送达费用等）；

b) 当事人各方的费用支出。即，代理费和其他与处理仲裁案件有关的支出。

1) 注册费

在提请仲裁请求（反请求）时，申请人（反请求的申请人）应当向仲裁中心缴纳注册费。如果案件涉及两方以上的当事人，将按照每增加一名当事人额外收取10%的注册费。注册费不予退还，并将从申请人（反请求的申请人）所预先缴纳的仲裁费用中扣除。

2) 仲裁费和预交

秘书长将根据争议主张的金额来确定预交的仲裁费用额度。预交的费用由各方当事人均摊，并应当在收到交付通知后30日内交纳。如果申请人（反请求的申请人）没有在规定的期限内交纳费用，仲裁中心将不对案件作进一步的审理。如果被申请人（反请求的被申请人）没有在规定的期限内交纳其应交费用，秘书长则要求其按照规定交纳。如果没有在规定的期限内交纳，仲裁中心将不对其提出的申请作进一步的审理。

如果独任仲裁员（仲裁庭）认为有必要指定专家、翻译等，则采取该措施所发生的费用应当由当事人自行承担。

由秘书长在仲裁程序结束后确定最终的仲裁费用。此外，仲裁庭将对由哪一方当事人支付或者由双方当事人按照比例支付（以及支付的比例）仲裁所发生的费用作出裁断。

希文律师事务所是一家提供全方位法律服务的综合性律师事务所。其中，我们的争议解决团队由250名律师组成，遍布7个国家和地区，在全球范围内处理各种争议。我们在香港和北京的争议解决亚洲团队与在欧洲的团队紧密协作，处理一系列在奥地利联邦经济商会国际仲裁中心的仲裁案件。