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United Kingdom
International Arbitration

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This country-specific Q&A provides an overview of international arbitration laws and regulations applicable in United Kingdom.

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United Kingdom: International Arbitration

1. What legislation applies to arbitration in your country? Are there any mandatory laws?

The Arbitration Act 1996 (the "1996 Act") (as amended by the Arbitration Act 2025 (the "2025 Act")) applies to all arbitrations seated in England and Wales and any proceedings in the jurisdiction concerning domestic and foreign arbitrations.

A number of provisions of the 1996 Act (including those concerning immunities of arbitrators, general duties of tribunals and the parties, powers of the Court to support arbitration proceedings, enforcement of awards and challenges to awards) have mandatory effect. These are listed in Schedule 1 to the 1996 Act.

2. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Yes, the UK has signed and ratified the New York Convention.

The UK has made a so-called "reciprocity reservation" under Article I(3) of the New York Convention. Accordingly, the New York Convention applies in England and Wales only to arbitral awards rendered in jurisdictions that are also party to the New York Convention.

3. What other arbitration-related treaties and conventions is your country a party to?

The UK has signed and ratified the ICSID Convention. The UK has also signed (but not ratified) the United Nations Convention on Transparency in Treaty-based Investor-State Arbitration (also known as the Mauritius Convention).

4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two? Are there any impending plans to reform the arbitration laws in your country?

The 1996 Act is largely consistent with the UNCITRAL Model Law, but has not adopted the Model Law in full. The key differences concern procedural matters (like the exchange of pleadings, conduct of proceedings, the default number of arbitrators in the absence of agreement between the parties and time limit for challenging the appointment of arbitrators) and scope (the 1996 Act applies to domestic and international arbitrations, while the Model Law applies only to the latter). The 1996 Act also generally permits a more flexible approach to judicial intervention during an arbitration, as compared to the Model Law.

The 1996 Act was recently amended by the 2025 Act. There are no known plans to further reform the arbitration laws in England and Wales.

5. What arbitral institutions (if any) exist in your country? When were their rules last amended? Are any amendments being considered?

The key arbitral institution is the London Court of International Arbitration or LCIA. The latest version of the LCIA Arbitration Rules (the 2020 Rules) came into force on 1 October 2020.

There are no known current plans to further amend the LCIA Arbitration Rules 2020.

6. Is there a specialist arbitration court in your country?

There is no specialist arbitration court in England and Wales.

However, the Commercial Court (a specialist subdivision of the High Court of Justice) regularly determines arbitration-related litigation matters, and its judges are well-versed in arbitration. There are specific civil procedural rules that apply to arbitration-related claims in the English Court.

7. What are the validity requirements for an arbitration agreement under the laws of your country?

The 1996 Act requires the arbitration agreement to be "in writing" (s.5(1)). This does not require an agreement to be

signed and may include agreements made by exchange of communications in writing, evidenced in writing, or even oral agreements made by reference to written terms (see s.5(2)-(6)).

8. Are arbitration clauses considered separable from the main contract?

Yes, s.7 1996 Act provides that an arbitration agreement is to be treated as a distinct agreement. This was interpreted in Fiona Trust v Privalov [2007] UKHL 40 to mean that the arbitration agreement could only be invalidated by a ground which related to the validity of the arbitration agreement itself, and it would otherwise survive the invalidity of the main agreement. In certain cases, an issue will go to the validity of both the main agreement and the arbitration agreement (e.g. forgery).

9. Do the courts of your country apply a validation principle under which an arbitration agreement should be considered valid and enforceable if it would be so considered under at least one of the national laws potentially applicable to it?

It is a well-established principle of contractual interpretation in English law that an interpretation which upholds the validity of a transaction is to be preferred to one which would render it invalid (Enka v Chubb [2020] UKSC 38 at [95]). However, the position as to the governing law of an arbitration agreement in the absence of express agreement between the parties has changed under the 2025 Act; it is now the law of the seat of the arbitration (and agreement on the governing law of the wider contract does not constitute express agreement on the governing law of the arbitration agreement).

10. Are asymmetric arbitration clauses – for instance, where one party has the right to choose between arbitration or litigation while the other party does not have this option – valid in your jurisdiction?

Yes, English law recognises asymmetric arbitration clauses.

11. In what instances can third parties or non-signatories be bound by an arbitration agreement? Are there any recent court decisions on these issues?

Section 82(2) 1996 Act contemplates that "a party to an arbitration agreement include[s] any person claiming under or through a party to the agreement". Aside from joinder to the arbitration with the consent of all parties, the circumstances in which such third parties or non-signatories can be bound include (i) assignment or novation, (ii) subrogation (typically used in insurance claims) or agency, or (iii) where there are third party rights under legislation, such as the Contracts (Rights of Third Parties) Act 1999. English law does not recognise the "group of companies" doctrine, and, while piercing the corporate veil so that other group companies are bound is possible, it is rarely applied in practice since it requires a person to have used the corporate structure to deliberately evade or frustrate an existing legal obligation (Prest v Petrodel Resources Limited & Others [2013] UKSC 34).

In Renaissance Securities (Cyprus) Limited v ILLC Chlodwig Enterprises [2024] EWHC 2843 the court recently confirmed that binding a third party against its will should be approach with "great caution" [30].

12. Are there any recent court decisions in your country concerning the choice of law applicable to an arbitration agreement where no such law has been specified by the Parties?

In the UK, the position as to the law applicable to an arbitration agreement has recently changed following the introduction of the 2025 Act on 1 August 2025, which introduced a new s.6A to the 1996 Act providing that, in the absence of an express agreement between the parties, the law of the arbitration agreement shall be the law of the seat of the arbitration in question (s.6A(1)(b)). This has altered the previous common law position, set out in Enka v Chubb, that the law of the arbitration agreement would generally be the law chosen to govern the main contract.

13. How is the law applicable to the substance determined? Is there a specific set of choice of law rules in your country?

Under s.46 1996 Act, the tribunal shall apply the law chosen by the parties, or, if the parties so agree, in accordance with other considerations agreed by the parties or determined by the tribunal. A choice of law by the parties shall be understood to refer to the substantive law of a country rather than to its conflict of law rules

(section 46(2)). Absent an agreement, the tribunal shall apply the law determined by the conflict of law rules that the tribunal considers applicable (Section 46(3)). English conflict of law rules include the Rome I Regulation (as adopted post-Brexit) and the Contracts (Applicable Law) Act 1990 for contracts, and the Rome II Regulation (as adopted post-Brexit) and the Private International Law (Miscellaneous Provisions) Act 1995 for torts, as well as common law principles.

14. In your country, are there any particular requirements for and/or restrictions in the appointment of arbitrators?

In line with the principle of party autonomy, the 1996 Act grants the parties broad discretion in appointing arbitrators, including with regard to number, qualifications and appointment procedures (s.15(1) and s.16(1)). Rather than imposing statutory restrictions, ss.15-17 provide default rules to ensure effective tribunal constitution where no agreement exists.

15. Can the local courts intervene in the selection of arbitrators? If so, how?

Under s.18 1996 Act, English courts may intervene where the parties have not agreed on a fallback mechanism for the appointment of the tribunal, or where the agreed appointment procedure fails. In such cases, any party to the arbitration agreement may apply to the court, after giving notice to the others. Under s.19, in exercising its powers, the court shall take into account any agreement of the parties with regard to the arbitrators' qualifications.

16. Can the appointment of an arbitrator be challenged? What are the grounds for such a challenge? What is the procedure for such a challenge?

Under s.24 1996 Act, a party can apply to the court to remove an arbitrator based on grounds of lack of impartiality, inadequate qualifications, incapacity, or failure to properly conduct proceedings or make an award. Parties are required to exhaust any agreed contractual or institutional procedures before applying to the court.

17. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators, including the duty of disclosure?

The 2025 Act introduced a mandatory continuing duty on potential or appointed arbitrators to disclose, as soon as reasonably practicable, any relevant circumstances of which they are aware or ought reasonably to be aware that might give rise to justifiable doubts as to their impartiality (s.23A 1996 Act).

S.23A reflects the decision in Halliburton v Chubb [2020] UKSC 48 and aligns with the practice adopted by major international arbitration rules.

18. Are arbitrators immune from liability?

Under s.29 1996 Act, arbitrators are not liable for acts or omissions in the discharge or purported discharge of their functions, unless the act or omission is shown to have been in bad faith. The 2025 Act has reinforced the arbitrators' immunity, providing that an arbitrator's resignation does not give rise to liability unless it was, in all the circumstances, unreasonable (s.29(4)), and that courts cannot order arbitrators to pay costs related to their removal unless they are found to have acted in bad faith (s.24(5A)).

19. Is the principle of competence-competence recognized in your country?

Yes, s.30(1) 1996 Act provides that, unless otherwise agreed by the parties, arbitral tribunals may rule on their own substantive jurisdiction, including as to: (i) whether there is a valid arbitration agreement, (ii) whether the tribunal is properly constituted, and (iii) what matters have been submitted to arbitration in accordance with the arbitration agreement. Pursuant to s.30(2) a party can challenge any such ruling.

20. What is the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?

Under s.9 1996 Act, a party may apply to the court in which litigation is commenced in apparent breach of an arbitration agreement to stay the litigation. The court shall grant the stay, unless it is satisfied that the arbitration agreement is null and void, inoperative, or incapable of being performed.

English courts are also willing to grant anti-suit injunctions in respect of proceedings before foreign

courts in breach of arbitration agreements, even if the arbitration is not seated in England and Wales, provided there is a sufficient connection to the jurisdiction (UniCredit v RusChem [2024] UKSC 30). In that case, the relevant connection was that the arbitration agreement was governed by English law.

21. What happens when a respondent fails to participate in the arbitration? Can the local courts compel participation?

When a respondent fails to participate in arbitration proceedings, the tribunal may dismiss the claim, continue with the proceedings, or make a peremptory order (s.41 1996 Act). The tribunal has the power to proceed to an award based on the evidence before it (s.41(4)), consistent with the approach under article 25(c) of the UNCITRAL Model Law, but the party in default will typically be given every opportunity to participate before the tribunal exercises that power. Local courts in the UK cannot compel participation in arbitration proceedings.

22. Can third parties voluntarily join arbitration proceedings? If all parties agree to the intervention, is the tribunal bound by this agreement? If all parties do not agree to the intervention, can the tribunal allow for it?

The 1996 Act contains no express provision on voluntary joinder of third parties. A third party may be joined if all existing parties and the third party agree. Where such agreement exists, the tribunal will generally be bound to give effect to it. If not all parties consent, the tribunal has no power under the Act to compel joinder. However, if the arbitration is conducted under institutional rules (such as the LCIA Rules) that permit joinder, the tribunal may allow it to the extent those rules and the parties' agreement permit.

23. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal? Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country?

The tribunal and courts have powers to grant interim relief, but once the tribunal is constituted, the court can act only where the tribunal has no power or is unable to act effectively (s.44(5) 1996 Act). The tribunal may grant orders for security for costs (s.38(3)), directions relating to inspection, preservation, custody or detention of the subject matter (s.38(4)), and interim awards including provisional orders for payment (s.39). Courts can make an order requiring compliance with a peremptory order made by the tribunal or emergency arbitrator (s.42). Courts' powers in support of arbitral proceedings extend to making orders not only against parties but also any other person (s.44(1) as made expressly clear following an amendment by the 2025 Act).

If proceedings are commenced overseas in breach of an arbitration agreement, anti-suit and anti-arbitration injunctions are available under Section 37 of the Senior Courts Act 1981 where they are just and convenient.

24. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence? Can local courts compel witnesses to participate in arbitration proceedings?

Unless the parties agree otherwise, the tribunal retains power to decide all evidential matters including whether to apply strict rules of evidence regarding admissibility, relevance, or weight of evidence (s.34(1) 1996 Act). It is common for the IBA Rules on the Taking of Evidence in International Arbitration to be adopted.

With tribunal permission or party agreement, parties may use procedures available for court proceedings in England and Wales to secure witness attendance or document production in the arbitration (s.43). Courts may make orders for taking witness evidence, preserving evidence and inspecting property (s.44), including from non-parties and regardless of where the arbitration is seated (A v C [2020] EWCA Civ 409).

25. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your country? Do these codes and professional standards apply only to counsel and arbitrators having the nationality of your jurisdiction?

Counsel and arbitrators qualified in England and Wales are subject to the SRA's Standards and Regulations 2019 (including the SRA Code of Conduct) if they are solicitors or registered European or foreign lawyers, and the Code of Conduct of the Bar of England and Wales if they are barristers.

Foreign arbitrators in arbitrations seated in England and

Wales are subject to relevant provisions of the 1996 Act including the duty to disclose under s.23A. Arbitrators must also act fairly and impartially and adopt procedures that provide a fair means for dispute resolution (s.33).

Non-binding codes include the IBA's Guidelines on Conflicts of Interest in International Arbitration, the IBA's Rules of Ethics for International Arbitrators and the LCIA's General Guidelines for the Authorised Representatives of the Parties.

26. In your country, are there any rules with respect to the confidentiality of arbitration proceedings?

The 1996 Act does not address confidentiality. However, English common law implies a term into arbitration agreements to keep evidence and pleadings filed during the arbitration confidential (Michael Wilson & Partners Ltd v Emmott [2008] EWCA Civ 184). Institutional rules like the LCIA Rules also impose confidentiality obligations. Nonetheless, details of arbitration proceedings may become public through court orders for disclosure, set-aside or enforcement proceedings (and there are exceptions to the implied confidentiality term).

27. How are the IBA guidelines on conflicts of interest and other similar soft law sources viewed by courts and tribunals in your jurisdiction? Are they frequently applied?

The IBA Guidelines on Conflicts of Interest are viewed as persuasive guidance but not mandatory requirements. English courts use them as a helpful starting point, but have confirmed they do not create binding obligations or override national law or the chosen arbitral rules (H v L [2017] 1 W.L.R. 2280). In W Ltd v M SDN BHD [2016] EWHC 422 (Comm), the Commercial Court declined to set aside an award despite an arbitrator's failure to disclose a circumstance on the Non-Waivable Red List of the Guidelines. The 2025 Act's codification of arbitrators' disclosure obligations (s.23A 1996 Act) now places such obligations on a clear statutory footing.

28. How are the costs of arbitration proceedings estimated and allocated? Can pre- and post-award interest be included on the principal claim and costs incurred?

In English litigation, the general principle is that costs follow the event, meaning that the "loser pays". This principle is also generally applicable in arbitration unless it appears to the tribunal that this is not appropriate in the circumstances (s.61(2) 1996 Act). The tribunal has discretion to make an award allocating the costs between the parties, and it may do so regardless of whether the tribunal has ruled or a court has held that the tribunal has no substantive jurisdiction or has exceeded its jurisdiction (s.61(1A), as amended by the 2025 Act). The parties are free to agree otherwise (s.61(3)).

The parties are also free to agree the powers of the tribunal as to interest (s.49(1)). In the absence of agreement, the tribunal may award simple or compound interest on both pre- and post-award amounts at the rates is considers meet the justice of the case (s.49(2)-(4)).

29. How are applications for security for costs viewed in your jurisdiction?

The UK is familiar with applications for security for costs in both the courts and in arbitration, and such relief is frequently granted. The tribunal is expressly granted the power to order that a claimant provide security for the costs of arbitration under s.38(3) 1996 Act. The LCIA's 2024 case report recorded that security for costs was the most common interim relief sought by the parties.

30. What legal requirements are there in your country for the recognition and enforcement of an award? Is there a requirement that the award be reasoned, i.e. substantiated and motivated?

The parties are free to agree on the form of the award (s.52(1) 1996 Act). The default position under the 1996 Act is that the award must: (i) be in writing and signed by all arbitrators (or those assenting to it) (s.52(3)); (ii) contain reasons, unless it is an agreed award or the parties have agreed to dispense with reasons (s.52(4)); and (iii) state the seat of the arbitration and the date on which it is made (s.52(5)).

The absence of reasoning in an award may render it open to a challenge on the grounds procedural irregularity for failure to comply with the requirements as to the form of the award, pursuant to s.68(2)(h).

Arbitration awards can be enforced in the same manner as a court judgment following an application (under s.66(1) for domestic awards and under s.101(2) provides for New York Convention awards (i.e. foreign awards)).

31. What is the estimated timeframe for the recognition and enforcement of an award (domestic and international)? Can a party bring a motion for the recognition and enforcement of an award on an ex parte basis? Would the standard of review be different for domestic and international awards?

Enforcement proceedings are generally resolved swiftly, within a few weeks to a few months (unless contested). An application for leave to enforce an award under s.66(1) or s.101(2) 1996 Act may be made ex parte under the Civil Procedure Rules of the English court. However, the court has discretion to direct that the arbitration claim form be served and the enforcement proceedings will thereafter continue as adversarial proceedings.

If an enforcement order is granted, the award debtor has 14 days to apply to set it aside, during which time the award may not be enforced. If such an application is made, it may take approximately 6 months to resolve enforcement proceedings.

32. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure in this regard? Is it possible for parties to waive any rights of appeal or challenge to an award by agreement?

Arbitration awards can be challenged in the English court on the grounds of (i) lack of substantive jurisdiction (s.67 1996 Act); (ii) serious irregularity (s.68); or (iii) a question of law (s.69). The parties are free to, and frequently do, contract out of the option to appeal a point of law under s.69.

The 2025 Act has clarified that a challenge under s.67 is not a de novo review. If the applicant has already taken part in the arbitration, and provided that the interests of justice do not provide otherwise, then any grounds for objection or evidence already considered by the tribunal cannot be reconsidered by the court, nor can new grounds for objection or evidence be considered.

S.68(2) provides an exhaustive list of "irregularities" affecting the tribunal, the proceedings or the award. In each case, the court must be satisfied that the irregularity has caused or will cause substantial injustice to the applicant.

Absent exceptional circumstances, any application to challenge an award or appeal must be brought within 28 days of the date of the award (s.70(3)) or, if there has been any arbitral process of appeal or review, of the date when the applicant or appellant was notified of the result of that process. No application or appeal under ss.67, 68 or 69 may be brought, unless the applicant or appellant has first exhausted any available arbitration process of appeal or review and any available recourse for correction of the award under s.57.

33. In what instances can third parties or non-signatories be bound by an award? To what extent might a third party challenge the recognition of an award?

As set out above, under English law, arbitration clauses generally only bind the parties, subject to exceptions through mechanisms like assignment, novation, and subrogation. S.82(2) 1996 Act also recognises the possibility of third parties or non-signatories being bound by an award.

When challenging an award before the English courts, a third party may also be joined to the proceedings where it is 'desirable to add the new party', either to resolve all the matters in dispute or to resolve an issue connected to the matters in dispute. But only parties to the arbitral proceedings (including those bound by the award pursuant to s.82(2)) may challenge the recognition of the award by way of application to the court.

34. Are there any rules / court decisions that regulate or prohibit third party funding of arbitration proceedings – for instance, where funding by an entity not involved in the dispute in return for a share of the eventual award may be barred – in your jurisdiction?

In R (on the application of PACCAR Inc & Ors) v Competition Appeal Tribunal & Ors [2023] UKSC 28, the UK Supreme Court ruled that third party funding agreements under which the funder is entitled to recover a percentage of any damages awarded were damages-based agreements and therefore unenforceable in England and Wales if they did not comply with the Damages-Based Agreements Regulations 2013.

On 2 June 2025, the Civil Justice Council published its final report on litigation funding, which recommends legislation should be introduced as soon as possible to reverse the effect of PACCAR, both prospectively and retrospectively.

35. Is emergency arbitrator relief available in your country? Are decisions made by emergency arbitrators readily enforceable?

The 2025 Act recognises that parties may agree to apply institutional rules providing for the appointment of emergency arbitrators (s. 41A 1996 Act), and that emergency arbitrators may issue peremptory orders that are enforceable by the courts (s. 44).

36. Are there arbitral laws or arbitration institutional rules in your country providing simplified or expedited procedures for claims under a certain value? Are they often used?

The 2025 Act empowers tribunals to make awards on a summary basis where a claim or defence has no real prospect of success, regardless of the value of the claim (s.39A 1996 Act).

The LCIA Rules likewise do not offer expedited procedures specific for small claims. Nevertheless, in cases of exceptional urgency, parties may apply to the LCIA Court for the expedited formation of a tribunal, which the Court will consider as promptly as possible. In 2024, there were 15 such applications, only one of which was granted.

37. Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?

In Kabab-Ji SAL v Kout Food Group [2021] UKSC 48, the UK Supreme Court refused to enforce a Paris-seated ICC award on the basis that English law, rather than French law, applied to the arbitration agreement, and under English law, the respondent against which the award had been issued was not a party to the arbitration agreement. The same award was subsequently upheld by the Cour de cassation, which concluded that French law governed the scope of the arbitration clause and bound the respondent given its involvement in the performance of the contract at issue.

38. Have there been any recent court decisions in your country considering the issue of corruption? What standard do local courts apply for proving corruption? Which party bears the burden of proving corruption?

In Nigeria v P&ID [2023] EWHC 2638 (Comm), the High Court set aside a US$11 billion award against Nigeria on the basis that the claimant engaged in “the most severe abuses of the arbitral process” (at [516]), which in this case involved bribery, false evidence, and the improper retention of privileged documents.

While the standard of proof is generally the civil standard (balance of probabilities), the courts have found that “convincing evidence” was required to be satisfied of dishonesty (Nigeria v P&ID [2023] EWHC 2638 (Comm) at [25]) and “the cogency of the evidence relied upon must be commensurate with the seriousness of the conduct alleged” (JSC BTA Bank v Ablyazov & Ors [2013] EWHC 510 (Comm) at [76]).

The party alleging corruption bears the burden of proving such corruption exists.

39. Have there been any recent court decisions in your country with respect to intra-European investor-State arbitration generally or enforcement of awards stemming from proceedings of this nature? Are there any pending decisions?

In Infrastructure Services Luxembourg S.à.r.l v Kingdom of Spain [2023] EWHC 1226 (Comm), Spain sought to set aside an order recognising an ECT award issued against it, including on the basis that the ECT's ICSID arbitration provision is invalid within the EU following the CJEU's decisions in Achmea and Komstroy. Citing Micula & Ors v Romania [2020] UKSC 5, in which the UK Supreme Court rejected a similar argument, the High Court dismissed Spain's application, concluding that if Spain's argument were to be accepted, this would “override both the United Kingdom's own domestic statutes” and “its own separate international treaty obligations contained in the ICSID Convention” (at [125]).

The Court of Appeal upheld the first instance decision and the case is set to be heard by the UK Supreme Court in December 2025.

40. Have arbitral institutions in your country implemented reforms towards greater use of technology and a more cost-effective conduct of arbitrations? Have there been any recent developments regarding virtual hearings?

In 2020, the LCIA issued updated rules expressly permitting arbitral tribunals to "employ[] technology to enhance the efficiency and expeditious conduct of the arbitration (including any hearing)" (Article 14.6(iii)), and to make clear that hearings may take place virtually (Article 19.2). The LCIA Rules also authorise electronic signatures for awards (Article 26.2), and make electronic means the default form of communication for requests for arbitration and responses (Articles 4.1 and 4.2).

The LMAA Terms issued in 2021 include guidance for the conduct of virtual hearings and likewise authorise electronic signatures for awards.

41. Have there been any recent developments in your jurisdiction with regard to disputes involving ESG issues such as climate change, sustainability, social responsibility and/or human rights?

In 2024, the UK announced its withdrawal from the Energy Charter Treaty (ECT) following unsuccessful efforts to align the treaty with net zero objectives. In 2025, the UK is facing its first ICSID arbitration after the High Court blocked a proposed coalmine on environmental grounds, highlighting tensions between investor rights and evolving climate policies.

42. Have any international economic sanctions regimes been implemented (either independently, or based on EU law) in your jurisdiction recently? Have there been any recent decisions in your country considering the impact of sanctions on international arbitration proceedings?

The UK has implemented autonomous sanctions regimes (e.g., the Russia (Sanctions) (EU Exit) Regulations 2019), distinct from but coordinated with EU and UN regimes.

English courts have also recently considered the impact of sanctions on arbitration: in Barclays v VEB.RF [2024] EWHC 1074 (Comm), the High Court held sanctions did not frustrate an arbitration agreement; in UniCredit v RusChemAlliance [2024] UKSC 30, the Supreme Court upheld anti-suit injunctions, confirming sanctions did not invalidate arbitration clauses.

43. Has your country implemented any rules or regulations regarding the use of artificial intelligence, generative artificial intelligence or large language models in the context of international arbitration?

The UK has not yet introduced specific legislation or formal regulations on the use of AI. The use of AI in international arbitration in the UK has been guided by non-binding frameworks such as the Chartered Institute of Arbitrators (CIArb) Guideline on the Use of AI in Arbitration (2025) and the Silicon Valley Arbitration & Mediation Center (SVAMC) Guidelines on the Use of AI in Arbitration (2024).

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