2020 Quarterly Review and Foresight – Shipping & Logistics

*Produced in partnership with **Eric Woo of ONC Lawyers***

Introduction

This Review highlights important case decisions in 2019 and the first quarter of 2020 which are worthy of attention not only for legal practitioners, but also various stakeholders in the shipping industry.

In 2019, the Court handed down a number of key decisions which would be of significant and particular interests to different stakeholders in the shipping industries. Vessel owners should pay attention to their due diligence obligations to ensure seaworthiness of a vessel which is extended to require an adequate passage plan to be in place at the beginning of the voyage to ensure that the vessel is reasonably fit to carry the cargo safely to the destination: *Alize 1954, CMA CGM SA v Allianz Elementar Versicherungs AG and Others* [2019] EWHC 481 (Admiralty). It is also important for parties in a charterparty to note that the English Court confirmed that vessel owners are not entitled to withdraw their vessel under the BIMCO Clause when the breach by the charterer in question is related to non-payment for an earlier period of hire: *Quiana Navigation SA v Pacific Gulf Shipping (Singapore) PTE Ltd, Caravos Liberty* [2019] EWHC 3171 (Comm). Issuers of general average guarantees would be delighted to learn that it is now confirmed by the English Court that the actionable fault defence under Rule D of the York-Antwerp Rules ("**YAR**") will be available to limit their liability, provided that the general average guarantee is issued in the standard Association of Average Adjusters ("**AAA**") / Institute of London Underwriters ("**ILU**") form: *Navalmar UK Limited v Ergo Versicherung AG, Chubb European SE* [2019] EWHC 2860 (Comm).

In the unfortunate event where an accident occurs during the voyage, stakeholders should pay particular attention to the English Court decision which provides clear guidance regarding the costs to be taken into account in assessing whether there is any constructive total loss of a vessel: *Sveriges Angfartygs Assurans Forening (The Swedish Club) v Connect Shipping Inc and another* [2019] UKSC 29. To limit one's liability after any accident, the importance and the consequences of choosing the right jurisdiction to set up limitation funds are discussed in the Hong Kong Court decision: *Bright Shipping Ltd v Changhong Group (HK) Ltd* CACV 102/2019.

Arbitration is no doubt the most common method in resolving disputes in the shipping arena. With reference to the recent decisions in 2020, stakeholders should be aware that an arbitration clause cannot be incorporated into a bill of lading without being expressly referred to: *OCBC Wing Hang Bank Limited v Kai Sen Shipping Company Limited* [2020] HKCFI 375 and the Court remains reluctant to interfere with arbitral proceedings: *Daelim Corporation v Bonita Company Limited, Eastern Media International Corporation, Far Eastern Silo & Shipping (Panama) S.A.* [2020] EWHC 697 (Comm).

Owners' obligations on seaworthiness of vessel extend to have in place an adequate passage plan before the commencement of the voyage: *Alize 1954, CMA CGM SA v Allianz Elementar Versicherungs AG and Others* [2019] EWHC 481 (Admiralty)

In this case, the Court examined the scope of the due diligence requirements imposed on vessel owners regarding seaworthiness of a vessel with reference to the need of an adequate passage plan.

Facts

On 17 May 2011, the CMA CGM LIBRA, a container vessel, grounded whilst leaving the port of Xiamen, China on a shoal in an area outside the buoyed fairway which carried the risk of uncharted shoals. The owners of the vessel funded the salvage and claimed general average under the YAR against the owners of the cargoes on the vessel. 8% of the cargo interests refused to pay their general average contributions by alleging that there was an actionable fault on the owners pursuant to Rule D of the YAR which would give them a complete defence to the general average claim. Under Article III rule 1 of the Hague/Hague Visby Rules ("**Article III**") which applies to contracts of carriage, the carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to make the ship seaworthy. The cargo interests alleged that owners were in breach of Article III as the cause of the casualty was the unseaworthiness of the vessel due to the failure of the owners to put in place an adequate passage plan and to exercise due diligence to make the vessel seaworthy.

Decision

Amongst other things, the Court held that the usual test of unseaworthiness is whether a prudent owner would have required the relevant defect, had he known of it, to be made good before sending his ship to sea. It was held that seaworthiness of a vessel extends to have in place an adequate passage plan at the beginning of the voyage to ensure that the vessel is reasonably fit to carry the cargoes safely to the destination.

The Court held that the vessel was unseaworthy before and at the beginning of the voyage from Xiamen as she carried a defective passage plan that (i) was not up-to-date regarding numerous depths that were less than charted in the approaches to Xiamen; and (ii) lacked the appropriate warning of "no go" areas. The defective passage plan was causative of the grounding of the vessel. Therefore, it was held that the owners failed to exercise due diligence to make the vessel seaworthy in breach of Article III as reasonable skill and care were not shown in the preparation of the passage plan. Accordingly, the grounding of the vessel was caused by the actionable fault of the owners and thus the cargo interests were not liable to contribute to general average.

This case serves as a reminder to ship-owners of the utmost importance to prepare adequate passage plans before the commencement of the voyage, especially when the intended voyage includes navigation in confined and difficult waters.

Know more about this case here.

Ship owners are not entitled to withdraw a vessel under the BIMCO Clause when the breach in question related to non-payment of an earlier period of hire: *Quiana Navigation SA v Pacific Gulf Shipping (Singapore) PTE Ltd, Caravos Liberty* [2019] EWHC 3171 (Comm)

This case is about the BIMCO non-payment of hire clause for time charter parties (the "**BIMCO Clause**") and in particular the question of whether it is possible to withdraw a vessel under this standard form clause when the breach in question relates to non-payment of an earlier period of hire.

Facts

On 26 May 2017, a time charter drafted on an amended New York Produce Exchange form with rider clauses and a fixture recap was concluded between the claimant/appellant (the owners) and the respondent (the charterers) in respect of MV "Caravos Liberty". On 27 May 2017, the vessel was delivered into charterers' service.

Pursuant to clause 4 of the charterparty, the charterers shall pay for the use and hire of the vessel every 15 days in advance and the BIMCO Clause applies. Clause 37 of the charterparty incorporated the BIMCO Clause which governed the right to suspend service, the right to withdraw the vessel and the anti-technicality procedure to be followed prior to withdrawal. Sub-clause (a) of Clause 37 stated that *"if the hire is not received by owners by midnight on the due date, the owners may immediately following such non-payment suspend the performance of any or all of their obligations under this charter party…"*,

On 11 July 2017 (the 4th payment date), charterers underpaid owners by US$8,015.40 (the "**Shortfall**") as they claimed that there had been overconsumption of fuel. There were protests from owners but no anti-technicality notice ("**ATN**") was served. On 26 July 2017 (the 5th payment date) and on 10 August 2017 (the 6th payment date), charterers paid 15 days' worth of hire (US$130,652) in full. However, they did not pay for the Shortfall. No ATN was served after the 5th payment date. On 11 August 2017, after the 6th payment date, owners served ATNs calling for payment of the full balance of hire due leading to the owners' withdrawal of the vessel on 14 August 2017, following charterer's failure to comply with the demand for payment of the full balance.

Parties disputed as to whether it was possible to withdraw the vessel when the breach in question was related to non-payment of an earlier period of hire (the Shortfall due on the 4th payment date).

Decision

The Court held that the owners are not entitled to withdraw their vessel under the BIMCO Clause when the breach in question related to non-payment of an earlier period of hire. Wordings in sub-clause (a) naturally reflected and reinforced the necessary connection between the relevant hire instalment and the (single) due date. It prescribed conditions for a withdrawal that could not be satisfied in respect of historic arrears. Allowing late payment of hire to be the basis for a withdrawal possibly for a period of years would allow the owners to keep the weapon hanging over the charterers, thus producing a result far from offering a scheme of speedy certainty.

It is therefore important for any ship owner facing non-payment of hire to quickly decide whether or not to invoke its power of withdrawal under the BIMCO clause and carry out the subsequent actions on a timely basis.

Know more about this case here.

General Average Guarantee provider is entitled to raise the Actionable Fault Defence under Rule D of the YAR for liability under the General Average Guarantee in the standard AAA / ILU form: *Navalmar UK Limited v Ergo Versicherung AG, Chubb European SE* [2019] EWHC 2860 (Comm)

In this case, the English Court considered whether the defence under YAR, i.e. the actionable fault defence, is available to the issuer of a general average ("**GA**") guarantee in the AAA and ILU form.

Facts

The claimant is the owner of a vessel operating under a time charter for the carriage of offshore pipes shipped under three bills of lading on the standard Congenbill form, which provided for GA to be adjusted in accordance with YAR. On 28 September 2012, the vessel ran aground off Valencia. The owner incurred expenditures in attempting to refloat the vessel and carrying out temporary repairs before resuming the voyage and declared GA thereafter.

The two cargo interests issued average bond in the Lloyds Average Form in respect of the three bills of lading, agreeing to *"pay the proper proportion of any… general average… which may hereafter be ascertained to be properly and legally due from the goods or the shippers or owners thereof…"* on 8 and 11 October 2012 respectively in return for the delivery of the cargoes. The defendant insurers issued GA guarantees in the standard AAA and ILU form to *"undertake to pay to the ship owners…on behalf of the various parties to the adventure as their interest may appear any contributions to General Average… which may hereafter be ascertained to be properly due in respect of the said goods"*.

Subsequently, the cargo interests and the insurers refused to pay the GA contributions, alleging that the casualty event occurred because the owner had failed to exercise due diligence before and/or at the commencement of the voyage to ensure that the vessel was seaworthy and/or to properly equip and/or supply the vessel in breach of rule 1 of Article III (1) of the Hague/Hague-Visby Rules which were incorporated by reference to each of the contracts of carriage contained in or evidenced by the bills of lading, thus no GA was due from the relevant cargo interests by operation of Rule D of the YAR (the "**Actionable Fault Defence**").

The preliminary issue to be determined by the English Court in this case is whether the Actionable Fault Defence was available to the insurers in relation to their liability under the GA guarantees.

Decision

In accordance with the settled practice and understanding in the shipping industry, the Court held that the insurers were entitled to raise the Actionable Fault Defence under Rule D of the YAR as a defence to their liability under the GA guarantee in the standard AAA and ILU form, unless there were very clear wordings to the contrary. GA guarantees should be construed with regard to the GA bonds or the circumstances that led to the provision of the GA guarantees which were intended to operate in conjunction with the GA bonds. There would be no practical purpose for the owner seeking the issue of the GA bonds from the cargo interests if the intended effect of the GA guarantees was to create an obligation on the part of their insurers to pay the owner without regard to the ultimate liability of the cargo interests to the owner. It was difficult to see what commercial interest the insurers would have had in providing a guarantee that conferred a greater benefit on the owner than the owner would have had under the GA bonds secured by a cash deposit.

This decision is particularly important to GA guarantee issuers as it is now clear that the Actionable Fault Defence will be available to limit their liability under the standard form AAA/ILU GA guarantee.

Know more about this case here.

Which costs will be taken into account in assessing whether there has been a constructive total loss of a vessel: *Sveriges Angfartygs Assurans Forening (The Swedish Club) v Connect Shipping Inc and another* [2019] UKSC 29

In this case, the UK Supreme Court clarified as to which type of costs incurred in the salvage of a damaged vessel should take into account when assessing whether or not such vessel is a constructive total loss.

Facts

On 23 August 2012, a vessel named "Renos" was seriously damaged by an engine room fire during a voyage in the Red Sea. Salvors were appointed under Lloyds Open Form 2011 to tow the vessel to Adabiya, where her cargo was discharged, and subsequently to Suez, where the salvage services ended. On 1 February 2013, the ship owners served the notice of abandonment on the insurers while the vessel was at Suez, following which the vessel was taken to scrap. The vessel was insured at an agreed value of US$12m under a hull and machinery policy. The lead hull and machinery insurer was the first appellant, the Swedish Club.

Parties disputed, among other things, as to whether there was a constructive total loss for the vessel. Under section 60(2)(ii) of the Marine Insurance Act 1906 ("**MIA**"), there is a constructive total loss to a vessel where "she is so damaged by a peril insured against that the cost of repairing the damage would exceed the value of the ship when repaired". In short, the dispute was hinged on two issues: (1) whether "the cost of repairing the damage" to the vessel under s.60(2)(ii) of MIA includes expenditures already incurred before the service of the notice of abandonment and (2) whether the relevant costs include charges payable to the salvors under the Special Compensation, Protection and Indemnity ("**SCOPIC**") clause of Lloyd's Open Form

Decision

The Supreme Court held that "the cost of repairing the damage" under s.60(2)(ii) of MIA would include all reasonable costs of salving and safeguarding the vessel from the time of the casualty onwards in determining whether there was a constructive or partial loss of a vessel. It was further held that contrary to the widely held view, SCOPIC charges were not part of the salvage costs counted towards the "repair of the damage" and could not be taken into account for the purposes of the MIA.

Ship owners and insurers should be aware of the potential significant financial consequences of the above distinction in determining whether there is any constructive total loss, as Lloyd's Open Form is a world-standard for salvage contracts and the SCOPIC clause is included by most parties as a matter of course.

Know more about this case here.

Limitation funds set up in another non-LLMC jurisdiction would not bar any legal proceedings in Hong Kong: *Bright Shipping Ltd v Changhong Group (HK) Ltd* CACV 102/2019

In this case, the Hong Kong Court of Appeal commented on the effect of a limitation funds in a stay of proceedings application.

Facts

On 6 January 2018, a collision at sea occurred between a cargo vessel, CF Crystal ("**Crystal**") owned by the defendant and a tanker, SANCHI ("**Sanchi**") owned by the plaintiff. Sanchi exploded immediately upon collision and both vessels caught fire. Crystal managed to escape the fire yet Sanchi sunk on 14 January 2018. The collision resulted in pollution due to the split bunkers of both vessels and natural gas condensated from Sanchi.

The collision was followed by the personam collision action brought by the plaintiff against the defendant in Hong Kong on 9 January 2019 and a number of legal actions in the Shanghai Maritime Court ("**SMC**"). The defendant established two limitation funds, one for property and one for personal injury in the SMC on 9 January 2019.

In this appeal, parties disputed as to whether the action in Hong Kong should be stayed on the ground of forum non-conveniens as there were parallel proceedings in different jurisdictions.

The defendant submitted that the Hong Kong action should be stayed because SMC was clearly and distinctly more appropriate forum than Hong Kong for the inter-ship action: SMC had **exclusive jurisdiction over claims for incident response costs and environmental damage (for greater amounts than the inter-ship losses as claimed) and** the defendant established two limitation funds in the SMC to avail itself of its rights of limitation for claims.

Decision

The Court held that the constitution of limitation funds in the SMC was not a legal bar to bringing proceedings in Hong Kong. Hong Kong is a state party to the Convention on Limitation of Liability for Maritime Claims ("**LLMC**"). Article 13 of the LLMC provides for the barring of other actions but this is expressly predicated on there being a fund constituted in accordance with Article 11 in any state party in which legal proceedings are instituted. However, since China is not a state party to the LLMC, there is no statutory bar on the plaintiff to bring any action against the defendant in Hong Kong.

Due to the inherent cross border nature of the shipping business, disputes in the shipping industry often involve multiple jurisdictions. Given it is now established that limitation funds set up in a non-LLMC jurisdiction would not bar any legal proceedings in Hong Kong, parties to shipping disputes should be very careful in deciding their choice of jurisdiction to set up any limitation fund and checking whether the jurisdiction is a state party to the LLMC so as to enable the constitution of the limitation funds to achieve its purpose of limiting liabilities.

Know more about this case here.

First quarter review of year 2020

An arbitration clause cannot be incorporated into a bill of lading without being expressly referred to: *OCBC Wing Hang Bank Limited v Kai Sen Shipping Company Limited* [2020] HKCFI 375

In this case, the Hong Kong Court examined as to whether an arbitration clause in a charterparty can be incorporated into the bills of lading by making mere reference to the charterparty as a whole without specific and express wordings with reference to Section 19(1)(6) of the Arbitration Ordinance (Cap. 609)("**Section 19(1)(6)**").

Facts

The applicant/defendant, Kai Sen Shipping Company Limited ("**Kai Sen**") is the owner of a vessel and the carrier of some cargoes to be shipped from Indonesia to China pursuant to the charterparty between Kai Sen and Twin Wealth Commercial Offshore de Macau Limitida ("**Twin Wealth**") dated 2 March 2018. The charterparty provided an arbitration clause which reads "*ARB, IF ANY, IN HONG KONG UNDER ENGLISH LAW.*" The aforementioned roles of Kai Sen were also described in four tanker bills of ladings dated 12 April 2018 ("**Bills of Ladings**").

The respondent/plaintiff, OCBC Wing Hang Bank Limited ("**OCBC**"), claimed that it had granted facilities of which Twin Wealth was the guarantor and had received the original Bills of Lading from Twin Wealth. OCBC further claimed entitlement to the immediate possession of the cargoes as the lawful holder of the Bills of Lading.

On 22 January 2019, OCBC commenced court proceedings against Kai Sen in Hong Kong for the misdelivery of the cargoes. On 16 April 20219, Kai Sen applied for the stay of the proceedings in favor of arbitration on the ground that this claim was subject to an arbitration agreement contained in the charterparty that was incorporated into the Bills of Lading by reference. The relevant provision in the Bills of Lading referencing to the Charterparty reads *"This shipment is carried under and pursuant to the terms of the Contract of Affreightment/ Charter Party dated 2nd March 2018…, and all conditions, Liberties and exceptions whatsoever of the said Charter Party apply to and govern the rights of the parties concerned in this shipment…"*

With reference to section 19(1)(6) which states that the reference in a contract to any document containing an arbitration clause constitutes an arbitration agreement in writing, provided that the reference is such as to make that clause part of the contract, Kai Sen argued that the proceedings should be resolved by way of arbitration instead of court

proceedings as OCBC had unequivocally elected to proceed with arbitration by issuing a notice to commence arbitration on 28 March 2019 (the "**Arbitration Notice**"). OCBC objected to Kai Sen's application by relying on the case *T W Thomas & Co Ltd v Portsea Steamship Co Ltd* [1912] AC 1 ("***Thomas***") which held that an arbitration clause could only be incorporated into a bill of lading by express reference under English Law. OCBC argued that as the arbitration clause in question had elected English law to be the governing law so the position in *Thomas* should be followed.

Decision

In respect of Kai Sen's application, in determining whether an arbitration clause was incorporated into a contract, the Court held that it would regard the chosen law by the parties as the applicable law. In this case, clause 36 of the charterparty specified the application of English law. Therefore, English law should govern the incorporation of the arbitration agreement into the Bills of Lading. According to the English Law, the Court held that specific words of incorporation are necessary to incorporate an arbitration clause in the charterparty into the Bills of Lading. Given that there was no express and specific wording stating that both OCBC and Kai Sen agreed to be subjected to clause 36 of the charterparty, the arbitration agreement in the charterparty would not be incorporated into the Bills of Lading by general reference. Therefore, the Court dismissed Kai Sen's application for stay of proceedings.

This case serves as an important reminder that section 19(1)(6) may not always apply to incorporate any arbitration clause from a charterparty into a bill of lading by general reference. Express wordings should be used if parties would like to incorporate any arbitration clause into the bill of lading.

Know more about this case here.

English Court's reluctance to interfere with arbitral proceedings: Orders made under section 44(3) of the Arbitration Act 1996 must be necessary for the purpose of preserving evidence or assets: *Daelim Corporation v Bonita Company Limited, Eastern Media International Corporation, Far Eastern Silo & Shipping (Panama) S.A.* [2020] EWHC 697 (Comm)

This case illustrates the reluctance of the English Court to interfere with arbitral proceedings and confirms the limited nature of its power under section 44(3) of the Arbitration Act 1996 ("**section 44(3)**") that any order made has to be necessary for the preservation of evidence or assets.

Facts

The claimant, Daelim Corporation ("**Daelim**"), let to Bonita Company Limited ("Bonita") a Panamax bulker "DL Carnation" under a bareboat charter. Bonita further sub-let "DL Carnation" to Eastern Media International Corporation, Far Eastern Silo & Shipping (Panama) S.A. (together known as "**EMIC**"). Each bareboat charter provided for arbitration of disputes in London under the London Maritime Arbitration Association ("**LMAA**") Terms.

The parties agreed to an early termination of the bareboat charters and entered into a Termination and Settlement Agreement (the "**TSA**"). At the time, Bonita also owed Daelim approximately US$1 million of hire under the head bareboat charter. The TSA provided for HKIAC arbitration in Hong Kong governed by the English law. The TSA, inter alia, provided for payments by EMIC of approximately US$6 million directly to Daelim and US$500,000 to Bonita as a "full and final indemnity and settlement to any and all claims of loss, damage and/or incidental expenses with regard to the charter hire payable at the rate …".

In relation to the payment of US$500,000 to Bonita (the "**Disputed Sum**"), Daelim and Bonita each asserted an entitlement to be paid by EMIC. Daelim asserted that their right arose out of an assignment under the terms of the head charter. Daelim was concerned that if EMIC paid Bonita, the Disputed Sum paid would disappear pending the final determination of whether EMIC should have paid Daelim instead.

EMIC was willing to pay the Disputed Sum into a joint account if appropriate terms could be agreed, leaving Daelim and Bonita to argue out between themselves as to the entitlement to the Disputed Sum. Daelim supported the idea but Bonita did not agree to this. In the absence of a consensual tripartite solution, EMIC made it clear that it would pay Bonita if not restrained from doing so. Daelim then sought and obtained from the English Court an ex parte injunction in respect of the Disputed Sum (the "**June Order**") which:

i. restrained EMIC from paying the Disputed Sum to Bonita, pending further order of the court (paragraph 5.1 of the June Order);
ii. required EMIC to pay the Disputed Sum into an agreed account or failing an agreement, into court (paragraph 5.2 of the June Order); and
iii. restrained Bonita from demanding and/or taking any steps to demand or to recover the Disputed Sum from EMIC until further Order of the Court (paragraph 5.3 of the June Order).

By the return date, having received undertakings from EMIC in relation to its compliance with paragraphs 5.1 and 5.2 of the June Order, the Court confined the order to paragraph 5.3 of the June Order. Bonita was required to issue an application if they wished to challenge paragraph 5.3 of the June Order. At this stage, Daelim had commenced LMAA arbitration under the head charter against Bonita.

Bonita applied to discharge paragraph 5.3 of the June Order by challenging the court's jurisdiction to grant such a relief as it was not an order within the court's power under section 44(3) to interfere in the arbitral process. Section 44 of the Arbitration Act 1996 sets out the Court's powers exercisable in support of arbitral proceedings, including the power to make orders it considers necessary for the purpose of preserving evidence or assets in section 44(3).

Decision

The English Court held that any order made under section 44(3) must be justified that it is necessary for the purpose of preserving evidence or assets. Only such a necessity will justify intervention by the Court, since the intention is that there should be as little interference with the arbitral process as possible: *Cetelem SA v Roust Holdings Ltd [2005] EWCA Civ 618* [2005] 1 WLR 3555. Stopping Bonita from commencing the substantive proceedings via HKIAC arbitration proceedings was not required for the purpose of preserving assets. Further, restraining Bonita from starting an arbitration under the TSA in Hong Kong but leaving Daelim free to do so under LMAA terms would be unjustified. On that basis, the Court discharged paragraph 5.3 of the June Order.

This case serves as an important reminder of the English Court's cautious approach in providing assistance to parties in arbitration. Parties should be aware of the limited nature of the Court's power under section 44(3) that any order made must be for the purpose of preserving evidence or assets.

Know more about this case here.

Conclusion/Foresight

In conclusion, cases in 2019 and the first quarter of 2020 provide stakeholders with insights into a diverse range of legal issues at different stages of the voyage, from pre- voyage contractual arrangement to post-voyage dispute resolution and loss limitation. Going forward, parties can expect to see a surge in the number of court decisions reflecting how the outbreak of the COVID 19, which causes serious disruption to the shipping and logistics industry, will affect the legal development in the industry especially on the issue of contract non-performance, termination and force majeure.

Author

Eric Woo

Partner, ONC Lawyers

Eric Woo is a dispute resolution lawyer specialising in both wet and dry shipping matters, including charterparties, shipbuilding, shipping casualties, sale and purchase of vessels, ship arrest and release, international sale of goods, ship financing, cargo claims, bills of lading, letters of credit, marine insurance and other cross-border transport disputes. Eric is also experienced in international arbitration and civil and commercial litigation including contractual and tortious claims, commercial disputes, defamation, restitutionary, employment, shareholder and insolvency disputes. Prior to joining ONC Lawyers, Eric has worked for several reputable international law firms.

Eric covers the litigation, investigation and compliance aspects of competition law in relation to shipping and logistics industry and has given presentations to financial institutions and listed companies on competition law.

Eric is currently a fellow of the Chartered Institute of Arbitrators and a member of the Transportation and Logistics Committee, Arbitration Committee, Public Policy Committee and Standing Committee on Practitioners Affairs of The Law Society of Hong Kong. Eric is also appointed as a panel arbitrator of the Shanghai International Economic and Trade Arbitration Commission, the Chinese Arbitration Association, Taipei and The Law Society of Hong Kong, a member of the Appeal Panel (Housing) of the Transport and Housing Bureau of Hong Kong and HKSAR Passports Appeal Board, and the Chairman of the Appeal Tribunal Panel (Buildings).

This document is available on Lexis Advance® Hong Kong Practical Guidance.

Lexis Advance® Hong Kong Practical Guidance provides up-to-date practice notes, precedents and know-how from specialist solicitors and barristers so you can work efficiently and provide advice with confidence. Lexis Advance® Hong Kong Practical Guidance contains exclusively written content by trusted experts in the field. ONC Lawyers is one of our many expert contributors from a range of Hong Kong legal leaders.

Discover Lexis Advance® Hong Kong Practical Guidance today by registering for a demonstration at www.lexisnexis.com.hk/lahk-pg

LexisNexis®

ONC Lawyers 柯伍陳律師事務所