DELOS
dispute resolution

GUIDE TO ARBITRATION PLACES (GAP)

BELGIUM

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JURISDICTION INDICATIVE TRAFFIC LIGHTS

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7. Tech friendliness
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There have not been any material changes requiring an update to this chapter (including the traffic lights) since the date of the latest version. Nonetheless, please note that this chapter does not constitute legal advice and its authors, the contributing law firm and Delos Dispute Resolution decline any and all responsibility.

IN-HOUSE AND CORPORATE COUNSEL SUMMARY

Due to its pragmatic, arbitration-friendly legal environment, Belgium is an attractive location for international arbitral proceedings. Belgium is a multilingual country and is home to many EU and international institutions. The Belgian Arbitration Act is based on the UNCITRAL Model Law, which is well known by arbitration practitioners around the world. The leading arbitration institution in Belgium is CEPANI.

Key places of arbitration in the jurisdiction?	Brussels, the capital of Belgium and home to many European Union institutions, has the complete range of facilities needed for arbitral proceedings.
Civil law / Common law environment? (if mixed or other, specify)	Civil law.
Confidentiality of arbitrations?	The Belgian Arbitration Act does not expressly provide for confidentiality obligations. However, hearings are usually held behind closed doors and awards are not published.
Requirement to retain (local) counsel?	This is common practice but not legally required.
Ability to present party employee witness testimony?	The parties may submit employee witness testimony. The arbitral tribunal has discretion to consider such evidence.
Ability to hold meetings and/or hearings outside of the seat?	The parties may choose to hold meetings outside of the seat. Unless the parties have agreed on a specific venue, the arbitral tribunal has discretion to decide where to hold hearings and meetings.
Availability of interest as a remedy?	This depends on the applicable substantive law. The arbitral tribunal may award (compound) interest.
Ability to claim for reasonable costs incurred for the arbitration?	The arbitral tribunal has discretion to determine the allocation of costs. It must decide which party shall bear the costs incurred for the arbitration or in which proportion the costs are to be divided between the parties.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Belgian lawyers may not charge contingency fees. Third-party funding is allowed but not common yet.
Party to the New York Convention?	Yes, with the reservation of reciprocity.
Party to the ICSID Convention?	Yes.
Compatibility with the DELOS Rules?	Yes.
Default time-limitation period for civil actions (including contractual)?	A civil action based on a contractual claim has to be filed within 10 years from the day the obligation is due or the day of the breach of

	the contract.[1] Actions based on rights *in rem* are time-barred after 30 years.[2]
Other key points to note?	The parties can agree to exclude an application to set aside the arbitral award if none of the parties is Belgian. The Belgian Arbitration Act and case law are based on the principle of *favor arbitrandum*. There is a positive attitude towards arbitration. Belgium is often chosen as the seat of arbitration since it is a multilingual country and home to European Union and other international institutions.
World Bank, Enforcing Contracts: *Doing Business* score for 2020, if available?	Belgium ranks 56th with a score of 64.3.[3]
World Justice Project, Rule of Law Index: *Civil Justice* score for 2023, if available?	Belgium ranks 15th with a score of 0.74.[4]

1 Article 2262bis § 1, subpar. 1 of the Old Civil code.

2 Article 2262 of the Old Civil code.

3 Most recent data dates back to May 2019.

4 Most recent data dates back to 2023.

ARBITRATION PRACTITIONER SUMMARY

The Belgian Arbitration Act is closely modeled on the UNCITRAL Model Law, with some specificities drawn from Belgian arbitration practice.

The Belgian Arbitration Act applies to both international and domestic arbitration when the seat of arbitration is in Belgium.

The Belgian Arbitration Act and case law are based on the principle of *favor arbitrandum*. There is a positive attitude towards arbitration.

Date of arbitration law?	Arbitration in Belgium is governed by Part VI of the Judicial Code adopted on 24 June 2013 (the Belgian Arbitration Act), amended on 25 December 2016 and 18 June 2018.
UNCITRAL Model Law? If so, any key changes thereto? 2006 version?	The Belgian Arbitration Act is mainly based on the UNCITRAL Model Law, with specificities drawn from Belgian arbitration practice.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Only five courts can hear arbitration-related matters (*i.e.*, the Brussels, Liège, Mons, Ghent and Antwerp Courts of First Instance). Moreover, within these courts, arbitration-related cases are usually assigned to a specific division (*chambre/kamer*) to ensure a certain level of knowledge and experience.
Availability of *ex parte* pre-arbitration interim measures?	The courts may grant *ex parte* pre-arbitration interim measures, but not the arbitral tribunal.
Courts' attitude towards the competence-competence principle?	The competence-competence principle is widely accepted in Belgium. The Judicial Code expressly provides that an arbitral tribunal may rule on the question of its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement.[5] An arbitral tribunal may rule on its jurisdiction either as a preliminary question or in the final award. The arbitral tribunal's decision that it has jurisdiction may only be contested together with the award on the merits. If, however, the arbitral tribunal decides that it lacks jurisdiction, the court of first instance can rule on the merits of this decision at the request of a party. However, Belgian courts do not recognise what is often referred to as the negative effect of the competence-competence principle. Indeed, should a dispute potentially covered by an arbitration agreement be brought before the courts, and should a party object to the court's jurisdiction because it argues that the dispute must be referred to arbitration, the courts must examine (i) the validity of the arbitration agreement in question, and (ii) whether the dispute falls within its scope. In other words, courts are not

5 Article 1690 § 1 Judicial Code.

	precluded from ruling on the jurisdiction of the arbitral tribunal, even if the arbitral tribunal itself has not yet done so.[6]
May an arbitral tribunal render a ruling on jurisdiction (or other issues) with reasons to follow in a subsequent award?	Every award issued by the arbitral tribunal (final or partial) must be reasoned.[7]
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The grounds for annulment of an award are the same as in the New York Convention. However, having regard to the specificities of Belgian arbitration practice, three additional grounds are included in the Judicial Code: • If a party proves that the award is not reasoned; • If a party proves that the arbitral tribunal exceeded its powers (*e.g.*, by not complying with the timing to render the award); • If the court finds that the award was obtained by fraud[8].
Do annulment proceedings typically suspend enforcement proceedings?	No. An award is enforceable regardless of any ongoing annulment proceedings. However, courts may suspend the enforcement in some cases as a provisional measure, at the request of the party initiating annulment proceedings.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Courts cannot recognize and/or enforce awards which have been annulled at the seat of arbitration.[9]
If an arbitral tribunal were to order a hearing to be conducted remotely (in whole or in part) despite a party's objection, would such an order affect the recognition or enforceability of an ensuing award in the jurisdiction?	As long as the parties have not agreed otherwise, this would not affect the recognition and enforcement of the award. The arbitral tribunal is free to decide on the procedure for the arbitration in the absence of a prior agreement by the parties.[10] However, the arbitral tribunal must treat the parties with equality and give each party a full opportunity to present its case, pleas in law and arguments in conformity with the right to be heard.[11] The Belgian Arbitration Act should be amended soon in order to expressly provide the possibility to conduct hearings remotely.
Key points to note in relation to arbitration with and enforcement of awards against public bodies at the jurisdiction?	Generally, public bodies can be parties to arbitration agreements. See section 2.6.2 for more details. Enforcement against public entities can be restricted when enforcement is sought against assets owned by the State of

6 Cass., 13 October 1978, *R.W.*, 1978–1979, para. 2811; Antwerp Court of Appeal, 23 September 2002, *R.D.J.P.*, 2002, para. 281., see also C. De Boe, M. Berlingin, "La mission du juge étatique avant l'instance arbitrale et pendant ses prémices" in *L'arbitre et le juge étatique*, Brussels, Bruylant, 2014, paras. 71 *et seq.*

7 Article 1713 §§ 1 and 4 Judicial Code.

8 The starting point of the three-month period for bringing an action to set aside an arbitral award on the basis of an alleged fraud is soon to be amended by the lawmaker, see footnote n°19 below.

9 Article 1721 § 1(a)(vi) Judicial Code.

10 Article 1700 § 2 Judicial Code.

11 Article 1699 Judicial Code.

	Belgium or Belgian state entities.[12] The same can be said of enforcement against assets owned foreign states and foreign state entities in Belgium.[13]
Is the validity of blockchain-based evidence recognised?	It has not been recognised as such. However, the arbitral tribunal freely assesses the admissibility of evidence and its value (save if the parties agree otherwise).[14]
Where an arbitration agreement and/or award is recorded on a blockchain, is it recognised as valid?	An arbitration agreement is not subject to any formal requirement under Belgian law. As long as the validity requirements for any contract can be proven (valid object, valid cause, legal capacity, consent), the arbitration agreement will be valid. Therefore, an arbitration agreement recorded on a blockchain can indeed meet the requirements in order to be considered valid under Belgian law. Arbitral awards on the other hand, are subject to formal requirements. Indeed, in order to be recognised as valid in Belgium, an arbitral award must be in writing and must be signed by the arbitrator(s).[15] An award recorded on a blockchain would not meet these requirements, and would therefore not be recognised as valid under Belgian law.
Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?	When a party seeks enforcement of an arbitral award before the court of first instance, it is no longer required to file an "original" version of the arbitration agreement.[16] Therefore, an arbitration agreement recorded on a blockchain could be enforced in Belgium. However, in order to enforce an arbitral award, the parties need to file its original version (or a certified copy) of the said award with the competent courts.[17] An arbitral award recorded on a blockchain would not be considered an original for the purposes of enforcement.
Other key points to note?	The parties can agree to exclude an application to set aside the award when neither party is Belgian, domiciled or residing in Belgium, or has its offices, principal establishment or branch in Belgium. Partial awards are recognized and enforced in accordance with the New York Convention. Arbitration agreements need not be in writing in order to be valid. Expedited arbitrations as well as emergency arbitrations, when possible, under arbitration rules or if contractually agreed upon by the parties, are accepted under Belgian law.

12 Article 1412bis Judicial Code.

13 Articles 1412ter to 1412quinquies Judicial Code.

14 Article 1700 § 3 Judicial Code.

15 Article 1713 § 3 Judicial Code.

16 The law of 25 December 2016 reformed certain aspects of the Belgian law of arbitration, including this one.

17 Article 1720 § 4 Judicial Code.

JURISDICTION DETAILED ANALYSIS

1. The legal framework of the jurisdiction

1.1 Is the arbitration law based on the UNCITRAL Model Law? 1985 or 2006 version?

The Belgian Arbitration Act is largely based on the 2006 UNCITRAL Model law.

The Arbitration Act is found in Part VI of the Judicial Code and applies to both domestic and international arbitrations when the seat of arbitration is in Belgium**.**

As the UNCITRAL Model Law concerns only international commercial arbitration, the Belgian Arbitration Act includes some specificities drawn from Belgian arbitration practice and comparative legal studies.

The Belgian Arbitration Act differs from the UNCITRAL Model Law on a number of minor points, including:[18]

- the parties can opt out of the possibility to set aside the award if neither of them is of Belgian nationality, is domiciled or residing in Belgium, or has its offices, principal establishment or branch in Belgium;
- the arbitral tribunal cannot order *ex parte* interim/preventive measures;
- the arbitral tribunal is not allowed to amend, suspend or terminate the interim measures *ex officio*;
- the parties to an arbitration seated in Belgium may not exempt the arbitral tribunal from providing the reasoning in the award;
- absence of reasons, excess of powers (*e.g.,* by not complying with the timing to render the award) and the existence of fraud[19] are additional grounds to set aside an award rendered in arbitration seated in Belgium and will prevent recognition and enforcement in Belgium.

1.2 When was the arbitration law last revised?

Part VI of the Judicial Code was adopted on 24 June 2013 (the "**Belgian Arbitration Act**") and slightly amended on 25 December 2016 and on 18 June 2018.

There will most likely be a forthcoming revision of Part VI of the Judicial Code, but a draft bill has not yet been submitted for review.

2. The arbitration agreement

2.1 How do the courts in the jurisdiction determine the law governing the arbitration agreement?

Belgian law is silent as to the law that applies to the arbitration agreement.

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18 Projet de loi modifiant la sixième partie du Code judiciaire relative à l'arbitrage, *Doc., Ch.,* 2012-2013, n° 2743/001, available at : https://www.lachambre.be/FLWB/pdf/53/2743/53K2743001.pdf.

19 In its decision of 28 January 2021, the Belgian Constitutional Court decided that the difference in treatment between a party to judicial proceedings that can challenge a court decision if it finds out that the judge's decision is tainted with circumstances such as fraud, and a party to an arbitration that discovers that the award was obtained fraudulently is disproportionate. Indeed, the Court found that systematically limiting a party's possibility of setting aside the award to three months from the point of the communication of the award, even when the fraud basing the challenge is discovered later is disproportionate and, consequently, unconstitutional. The lawmaker will be required to amend this unconstitutional provision. Until that is done, a challenge to an award on the basis of fraud will have to be introduced within a "*reasonable timeframe given the circumstances, from the point of the discovery of the fraud*". See O. VAN DER HAEGEN, F. CUVELIER, "Le point de départ du délai pour introduire une action en annulation contre une sentence arbitrale obtenue par fraude", *J.T.*, 2021/26, p. 509.

Generally, it is the law of the main contract that applies to the arbitration agreement, if the parties have not expressly agreed otherwise.[20]

2.2 In the absence of an express designation of a 'seat' in the arbitration agreement, how do the courts deal with references therein to a 'venue' or 'place' of arbitration?

If the parties have not determined the seat for the arbitration, the task will fall on the arbitrators, and not the courts.

Indeed, article 1701 § 1 of the Judicial Code provides that when the parties have failed to designate a seat, the seat will be "*fixed by the arbitrators, taking into consideration the circumstances of the case, including the convenience of the parties*".

This provision also sets out that if neither the parties nor the arbitral tribunal has designated a seat, the place where the award is rendered shall be considered to be the seat of the arbitration.

2.3 Is the arbitration agreement considered to be independent from the rest of the contract in which it is set forth?

Yes, the principle of severability of arbitration agreements is provided for by Article 1690 § 1 of the Judicial Code pursuant to which an arbitration clause/agreement that forms part of a contract shall be treated as an agreement independent of the other contract terms.

2.4 What are the formal requirements (if any) for an enforceable arbitration agreement?

The Belgian Arbitration Act defines an arbitration agreement as "*an agreement by which the parties submit to arbitration all or certain disputes which have arisen or may arise between them in respect of a legal relationship, whether contractual or not*".[21]

The Belgian Arbitration Act does not impose specific formal requirements for the validity of an arbitration agreement. In particular, an arbitration agreement need not be in writing in order to be valid.[22] Oral agreements are valid under Belgian law, provided they can be proven.

Consequently, an arbitration agreement need only meet the regular validity requirements applicable in Belgium, namely (i) there must be a valid object (ii) and a valid cause, (iii) the parties must have legal capacity to enter into the agreement and (iv) the parties must consent to the agreement.

2.5 To what extent, if at all, can a third party to the contract containing the arbitration agreement be bound by said arbitration agreement?

As stated above, an arbitration agreement requires the consent of the parties in order to be enforceable against them. Hence, a party relying on an arbitration agreement must (be able to) prove the express or implied consent of the parties to the agreement.

However, despite this clear rule, a number of situations are identified in the legal literature where a person who has not expressly consented to an arbitration agreement is deemed bound by the agreement. Examples include inheritance, representation, subrogation, assignment, transfer of a contract, etc.[23]

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20 N. BASSIRI and M. DRAYE (eds.), *Arbitration in Belgium*, Alphen aan den Rijn, Kluwer International, 2016, para. 81.

21 Article 1681 Judicial Code.

22 Under the previous Arbitration Act, a written *instrumentum* was required.

23 M. BERLINGIN, "L'extension de la convention d'arbitrage à des tiers participant à l'exécution du contrat au regard du droit belge", *b-Arbitra 2015/1*, pp. 144-145 ; N. BASSIRI and M. DRAYE (eds.), *op cit.* para. 395 ; PH. DE BOURNONVILLE, *L'arbitrage*, Bruxelles, Larcier, 2016, para. 194.

Regarding the "group of contracts" doctrine or the "group of companies" doctrine, they are not recognised under Belgian law as having the effect of extending the enforceability of the arbitration clause to non-signatories to the arbitration agreement.[24]

2.6 Are there restrictions to arbitrability?

Under Belgian law, as a matter of principle, any pecuniary claim (i.e., a claim involving an economic interest) can be submitted to arbitration whether it be in the context of a domestic arbitration or an international arbitration. For non-pecuniary claims, arbitration is allowed for such claims with regard to which it is possible to conclude a settlement agreement.[25]

However, there are a number of exceptions to the principle according to which any pecuniary claim can be submitted to arbitration. For some matters, a decision to submit the issue to arbitration may only be taken after a dispute has arisen. This is the case, for instance, with disputes arising from employment contracts, certain insurance contracts (*e.g.*, car or fire insurance),[26] and certain lease agreements.[27] In these cases, the parties may validly decide to resolve their dispute through arbitration only once the dispute has arisen.

2.6.1 Do these restrictions relate to specific domains (such as IP, anti-trust, employment etc.)?

In addition to the general principles set out above, Belgian law provides for certain restrictions on arbitrability in specific areas, such as:

- tax matters;
- bankruptcy and judicial reorganisation procedures (*procedure de réorganisation judiciaire/gerechtelijke reorganisatie*);
- labour law disputes;
- certain insurance matters;
- residential lease agreements;
- with respect to intellectual property rights, recourse to arbitration depends on the type of right at stake, *e.g.*, disputes relating to compulsory licences or the expiry of a patent are not arbitrable;
- with respect to agency contracts, the Supreme Court ruled that the parties cannot agree to submit their agency agreement to arbitration before the agency agreement is ended, if the law applicable to said agency agreement does not offer the same protections as Belgian law.[28]

2.6.2 Do these restrictions relate to specific persons (i.e., State entities, consumers etc.)?

There are few restrictions with respect to specific persons. Under Belgian arbitration law, a distinction is made between private and public legal entities (such as the State, municipalities, public services, etc.). Generally, private legal entities have legal capacity to settle a dispute through arbitration.

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24 For the group of contracts doctrine, see M. BERLINGIN, "L'extension de la convention d'arbitrage à des tiers participant à l'exécution du contrat au regard du droit belge", *op cit.*, paras. 144 *et seq.*; For the group of companies doctrine, see G. KEUTGEN, G.-A. DAL, *op cit.*, paras. 485-486; L. LEONARD, O. CAPRASSE, "La place de la convention d'arbitrage", *L'arbitrage et les sociétés*, *Actes du colloque du CEPANI du 14 novembre 2019*, Liège, Wolters Kluwer, 2019, para. 52.

25 Article 1676 § 1 Judicial Code.

26 Article 1676 § 5 Judicial Code.

27 Article 233(2) of the *Ordonnance* on the Brussels Housing Code, Article 51/1(2) of the Walloon Decree of 15 March 2018 on residential leases and Article 44 of the Flemish Decree on residential leases prohibit the inclusion of an arbitration clause in leases for a main residence. The Constitutional Court received appeals for annulment of the various decrees. It rejected all of them, subject to the partial annulment of the Walloon decree insofar as it was retroactive (on the Flemish decree, see C. const. C. const., 12 November 2020, no. 145/2020; on the Brussels decree, see. C. const., 26 November 2020, n° 156/2020; on the Walloon decree, see C. const. C. const., 4 March 2021, n° 37/2021).

28 Cass., 3 novembre 2011, *Pas.*, 2011, p. 2428, see also O. CAPRASSE, "L'arbitrage" in G. de Leval, *Droit Judiciaire – Tome II Procédure civile*, 2nd edition, Brussels, Larcier, 2021, p. 276.

Unless otherwise provided by law, public legal entities may only enter into an arbitration agreement if the object thereof is to resolve a dispute relating to an agreement. Moreover, public legal entities may enter into an arbitration agreement for all matters determined by law or royal decree, as determined by the Council of Ministers.[29] For example, Article 29 of the articles of association of the National Bank of Belgium authorizes the management committee of the National Bank to settle disputes (through arbitration).

Furthermore, autonomous public companies (such as the postal service, railway company, etc.) are also allowed to settle their disputes through arbitration with the exception, however, that arbitration agreements with natural persons may only be entered into after the dispute has arisen.[30]

When it comes to arbitration agreements entered into with a consumer, the latter benefits from certain protections in accordance with the Belgian Code of Economic Law. Even though this Code does not expressly prohibit arbitration clauses, in practice, courts tend to protect the consumer, by considering that arbitration agreements entered into with consumers before the dispute has arisen are abusive.[31] The consumer will therefore be granted a choice of bringing a dispute before the courts, regardless of any pre-dispute arbitration agreement.[32]

3. Intervention of domestic courts

3.1 Will the courts stay litigation if there is a valid arbitration agreement covering the dispute?

The court before which a dispute that forms the object of an arbitration agreement is brought shall declare itself without jurisdiction at the request of a party made prior to any other plea or defence (*in limine litis*) unless the court finds that the arbitration agreement is null and void with regard to the dispute or has been terminated.[33]

Where such an action is pending before a court, arbitral proceedings may nevertheless be commenced or continued, and an award may be rendered.[34]

If the courts find that the arbitration agreement is valid, the judge dismisses the pending litigation (as opposed to staying the litigation).

It makes no difference whether the seat of the arbitration is within or outside of the jurisdiction.

3.2 How do courts treat injunctions by arbitrators enjoining parties to refrain from initiating, halt or withdraw litigation proceedings?

Arbitral tribunals are allowed to issue anti-suit injunctions in support of arbitration. As the Court of Justice of the European Union ruled in the *Gazprom* case (C-536/13), such injunctions issued by an arbitral tribunal are compatible with the Brussels I Recast Regulation,[35] which is not the case for anti-suit injunctions issued by the domestic courts.[36]

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29 Article 1676 § 3 Judicial Code.

30 Article 14 of the Act of 21 March 1991 on the reform of certain public economic companies.

31 P. LEFEBVRE, M. SERVAIS, *op cit*. paras. 338-339.

32 N. BASSIRI and M. DRAYE (eds.), *op cit*. para. 124.

33 Article 1682 § 1 of the Judicial Code. See also, M. BERLINGIN, "L'exception de juridiction fondée sur une convention d'arbitrage: un *momentum* à respecter", *b-Arbitra*, 2019/1, p. 207*et seq.*, note on the Brussels Court of Appeal's decision of 25 October 2018, R.G. 2013/AR/1830.

34 Article 1682 § 2 Judicial Code.

35 Regulation (EC) No 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast).

36 N. BASSIRI and M. DRAYE (eds.), *op. cit.*, paras. 259-260.

The enforceability of such an injunction falls under the scope of the New York Convention and, as the case may be, under Article 1697 (*recognition and enforcement of interim measures*) and Article 1721 (*recognition and enforcement of awards*) of the Judicial Code.[37]

3.3 On what ground(s) can the courts intervene in arbitrations seated outside of the jurisdiction? (Relates to anti-suit injunctions/anti-arbitration injunctions but not only)

In some cases, the Belgian courts may intervene in arbitration regardless of the place of arbitration and notwithstanding any clause to the contrary.[38]

In this respect, the Belgian courts are entitled to grant interim and preventive measures before or during arbitral proceedings even if the seat of the arbitration is located outside Belgium.[39]

In addition, when an arbitral tribunal orders interim and preventive measures, such measures shall have binding effect and be recognized as binding and enforced by the court of first instance regardless of the country in which the measures were issued, subject, of course, to the grounds for the refusal of recognition and enforcement provided for by Article 1697 of the Judicial Code, *i.e.*:[40]

- if the refusal is based on a ground for refusal of the recognition and enforcement of an award (*e.g.*, lack of reasoning); or
- if the potential arbitral tribunal's decision with respect to the provision of security has not been complied with; or
- if the interim and preventive measure has been terminated or suspended by the arbitral tribunal or, where so empowered, by the court of the State in which the arbitration takes place or under whose law the interim measure was granted; or
- if the court of first instance finds that:
  - the subject matter of the dispute is not arbitrable; or
  - the recognition or enforcement of the measure would be contrary to public policy.

Furthermore, subject to the authorisation of the arbitral tribunal, a party may petition the president of the court of first instance ruling as in summary proceedings (*comme en référé/zoals in kort geding*) to order any measure with respect to the gathering of evidence.[41]

4. The conduct of the proceedings

4.1 Can parties retain foreign counsel or be self-represented?

Both situations are possible. In practice, in most arbitration cases, the parties are assisted by outside counsel, which is highly advisable.

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37 N. BASSIRI and M. DRAYE (eds.), *op. cit.*, paras. 260-261.

38 Article 1676 § 8 Judicial Code.

39 Article 1683 Judicial Code.

40 Article 1696 Judicial Code.

41 Article 1708 Judicial Code; see also M. BERLINGIN, L. ATYEO, "Appui du juge étatique dans l'obtention de mesures d'instruction pendant la procédure arbitrale", *b-arbitra*, 2021/1, note on the President of the Brussels Court of First Instance's decisions of 12 June 2019 (R.G. 2019/28/C) and 4 December 2019 (R.G. n° 2019/2282/A), to be published.

4.2 How strictly do courts control arbitrators' independence and impartiality? For example: does an arbitrator's failure to disclose suffice for the court to accept a challenge or do courts require that the undisclosed circumstances be of gravity to justify this outcome?

Arbitrators must be independent and impartial. In this respect, when a person is about to be appointed as an arbitrator, he/she should disclose any circumstances likely to give rise to legitimate doubts regarding his/her independence and/or impartiality.

As from the date of appointment and throughout the arbitral proceedings, arbitrators must disclose any new circumstances likely to be of such a nature without delay.[42]

It is complicated to determine whether the failure to disclose a circumstance giving rise to legitimate doubts as to an arbitrator's independence or impartiality is sufficient to challenge the arbitrator's appointment as much depends on the circumstances of the case. Obviously, failure to disclose a (new) circumstance which raises questions as to an arbitrator's independence or impartiality is a ground for legitimate concern regarding that person's independence or impartiality. Hence, depending on the factual circumstances, this could be sufficient to challenge the arbitrator's appointment.

The number of cases involving a challenge towards the independence or impartiality of an arbitrator are very limited. This is because article 1687 § 1 of the Judicial Code clearly provides that the parties can agree on a the procedure to challenge an arbitrator. Consequently, parties generally opt for the internal challenge procedure provided by arbitral institutions.[43]

Regarding the IBA Guidelines on Conflicts of Interest in Arbitration, there is also very little case law referencing them.[44]

4.3 On what grounds do courts intervene to assist in the constitution of the arbitral tribunal (in case of *ad hoc* arbitration)?

In the event of a difficulty when constituting an arbitral tribunal, the president of the court of first instance ruling as in summary proceedings (*comme en référé/zoals in kort geding*) shall appoint one or more arbitrators at the request of the most diligent party.[45]

The parties may have agreed on a procedure to appoint the arbitrators. In this case, the president of the court of first instance, ruling as in summary proceedings, will only intervene, at the request of either party, if every agreed upon method to constitute the arbitral tribunal fails or gets blocked.[46]

When appointing an arbitrator, the president of the court of first instance shall consider any qualifications required by the agreement as well as considerations likely to ensure the appointment of independent and impartial arbitrators.[47]

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42 Article 1708 Judicial Code

43 K. Cox, "Based on true events: CEPANI's practice and Belgian case law on conflicts of interest" in *Opening the Black Box of Conflicts of Interest*, 1st edition, Brussels, Bruylant, 2016, para. 25.

44 The Brussels Court of Appeal rendered a decision on 6 December 2011 referencing the IBA Guidelines. In this decision, the chairman of the tribunal had been appointed once in the past by a company from the same group as one of the parties to the arbitration. The Court of Appeal held that this was not one of the situations described in the Orange list of the IBA Guidelines. Furthermore, the Court of Appeal held that the IBA Guidelines were not a regulation, but only guidelines.

45 Article 1685 § 3 Judicial Code; see also, C. De Boe and M. Berlingin, "La mission du juge étatique avant l'instance arbitrale et pendant ses prémices", in *L'arbitre et le juge étatique, Etudes de droit comparé à la mémoire de Giuseppe Tarzia*, Brussels, Bruylant, 2014, paras. 53 *et seq.*

46 Article 1685 § 4 Judicial Code.

47 Article 1685 § 5 Judicial Code.

4.4 Do courts have the power to issue interim measures in connection with arbitrations?

Yes, the courts are allowed to grant interim measures before or during arbitration, and they may do so on the basis of an *ex parte* request. A request for interim measures is not incompatible with an arbitration agreement and does not imply the waiver by either party of the recourse to arbitration.[48] This being said, some legal scholars argued that one must consider that, once the arbitral tribunal is constituted,[49] in order not to violate the formal choice made by the parties through their arbitration agreement, claims for interim measures must be decided as a matter of priority by arbitral tribunals.[50] This position has been rejected by the Brussels Court of Appeal, which held that the court competent to order provisional measures retains its power to hear applications in summary proceedings, regardless of the fact that the parties may be bound by an arbitration agreement or that recourse to an emergency arbitrator was possible.

4.5 Other than arbitrators' duty to be independent and impartial, does the law regulate the conduct of the arbitration?

Pursuant to Article 1699 of the Judicial Code, notwithstanding any agreement to the contrary, the parties must be treated equally and each party shall be given a full opportunity to present its case, pleas in law and arguments in accordance with the principle of adversarial proceedings. The arbitral tribunal shall hence ensure that this requirement and the principle of a fair trial are respected.[51]

4.5.1 Does it provide for the confidentiality of arbitration proceedings?

The Belgian Arbitration Act does not expressly provide for the confidentiality of arbitration proceedings. However, the traditional approach in Belgium is that confidentiality in arbitration proceedings is implied and hearings are usually not public.[52] Arbitration institutions often provide in their rules for the confidentiality of arbitration proceedings.

Despite the fact that arbitration proceedings are typically confidential, it is recommended to include a confidentiality clause in the arbitration agreement or in other documents governing the proceedings (*e.g.*, the terms of reference).

4.5.2 Does it regulate the length of arbitration proceedings?

The Belgian Arbitration Act provides that the parties may determine the time limit within which the arbitral tribunal must render an award. In the absence of a provision to this effect, if the arbitral tribunal does not render an award six months after appointment of the last arbitrator, the president of the court of first instance may impose a deadline on the arbitral tribunal, at the request of a party.[53]

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48 Article 1683 Judicial Code.

49 Before the arbitral tribunal is constituted, only the courts can grant the requested interim measures – except if the parties have the possibility of requesting these measures before an emergency arbitrator.

50 O. CAPRASSE, "Mesures provisoires et conservatoires en présence d'une convention d'arbitrage: conditions de l'intervention du juge des référés", *b-arbitra*, 2015/2, paras. 343 *et seq*.

51 Article 1699 Judicial Code.

52 J.-F. TOSSENS, "La confidentialité dans l'arbitrage: valeur cardinale ou poncif ?", in M. FLAMEE & D. MATRAY (eds.), *Arbitrage et confidentialité/Arbitrage en vertrouwelijkheid,* Brussels, Bruylant, 2014, para. 25; M. BERLINGIN, J-F TOSSENS, "Le conflit étudié sous le prisme de l'arbitrage", in *dir.* A. DEJOLLIER, C. DELFORGE, J.-F. VAN DROOGHENBROECK, *Le conflit : quelles approches?*, Limal, Anthemis, 2020, para. 163.

53 Article 1713 § 2 Judicial Code.

4.5.3 Does it regulate the place where hearings and/or meetings may be held, and can hearings and/or meetings be held remotely, even if a party objects?

The parties are free to agree on the place of arbitration. In the absence of an agreement, the place of arbitration will be determined by the arbitral tribunal, having regard to the circumstances of the case, including the convenience of the parties.[54]

Unless the parties agree otherwise, the arbitral tribunal may, after consulting the parties, hold hearings and meetings at any place it deems appropriate.[55]

The Belgian Arbitration Act should be amended soon in order to expressly provide the possibility to conduct hearings remotely.

4.5.4 Does it allow for arbitrators to issue interim measures and, if so, under what conditions?

Without prejudice to the court's authority to issue interim measures (see Section 4.4 above) and unless otherwise agreed by the parties (*i.e.* if the arbitration agreement does not exclude the power of the arbitral tribunal to order interim or preventive measures), the arbitral tribunal may, at the request of a party, order interim or preventive measures "*it deems necessary*" in respect of the subject-matter of the dispute.

However, the arbitral tribunal may neither authorise attachment orders,[56] nor *ex parte* interim or preventive measures.[57]

The arbitral tribunal may require the party requesting an interim or preventive measure to provide an appropriate guarantee.

As mentioned above (see Section 3.3), interim or preventive measures ordered by an arbitral tribunal may be enforced by the Belgian courts at the request of a party.[58]

4.5.5 Does it regulate the arbitrators' right to admit/exclude evidence, for example as regards the presentation of testimony by a party employee?

Unless otherwise agreed by the parties, the arbitral tribunal is entitled to determine the admissibility of evidence and to assess its evidentiary value.[59]

There are no restrictions on the presentation of testimony by a party employee. The arbitral tribunal may hear any person, without an oath.[60]

4.5.6 Does it make it mandatory to hold a hearing?

Unless the parties agree that there will be no hearing(s), the arbitral tribunal must hold hearings at an appropriate stage of the proceedings if so requested by a party.[61]

4.5.7 Does it prescribe principles governing the awarding of interest?

The Belgian Arbitration Act does not prescribe principles governing the awarding of interest.

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54 Article 1701 § 1 Judicial Code.

55 Article 1701 § 2 Judicial Code.

56 Article 1691 Judicial Code.

57 The Belgian lawmaker made the choice not to include articles 17B and 17C of the UNCITRAL Model Law, which provided the possibility for an arbitrator to order *ex parte* measures, O. CAPRASSE, "L'arbitrage", *op cit.*, para. 297.

58 Article 1696 Judicial Code.

59 Article 1700 § 3 Judicial Code.

60 Article 1700 § 4 Judicial Code.

61 Article 1705 § 1 Judicial Code.

4.5.8 Does it prescribe principles governing the allocation of arbitration costs?

The Belgian Arbitration Act provides that the arbitral award must allocate the arbitration costs and decide which of the parties shall bear the costs or – as the case may be – in which proportion they shall be borne by the parties.[62]

Unless the parties agree otherwise, the costs include (i) the fees and expenses of the arbitrators, (ii) the fees and expenses of the parties' counsel and representatives, (iii) the costs of services rendered by the institution in charge of administering the arbitration and any other costs arising from the arbitral proceedings.

4.6 Liability

4.6.1 Do arbitrators benefit from immunity from civil liability?

Belgian law does not provide for the immunity of arbitrators. Consequently, under certain circumstances, arbitrators may be held liable for faults committed that are of a procedural nature.[63] However, it has been found that arbitrators cannot be held liable for an error in judgment in the context of the arbitrator's judicial function, thereby guaranteeing its independence and freedom to decide on an issue.[64] This protection does not extend to the arbitrators' intentional fault, fraud or gross negligence.

Arbitration institutions often provide for a limitation of liability in favour of arbitrators. For example, article 40 of the CEPANI Rules of arbitration provides that arbitrators cannot be held liable for actions or omissions in connection with their jurisdictional activity, save in case of fraud.

Parties are free to exclude their contractual liability, again with the exception of intentional fault, fraud or gross negligence.

4.6.2 Are there any concerns arising from potential criminal liability for any of the participants in an arbitration proceeding?

The arbitrator may be held criminally liable in case of corruption (passive corruption), as well as any person corrupting an arbitrator (active corruption).[65]

5. The award

5.1 Can parties waive the requirement for an award to provide reasons?

No. Under Belgian arbitration law, all awards must be reasoned.[66] Awards governed by foreign rules of law requiring reasoning must also be reasoned to be recognized and enforced in Belgium.

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62 Article 1713 § 6 Judicial Code.

63 PH. DE BOURNONVILLE, *op. cit.*, 136; N. BASSIRI and M. DRAYE (eds.), *op. cit.*, paras. 131 *et seq.*; G. KEUTGEN, G.-A. DAL, *op cit.*, paras. 324-325

64 Brussels Court of Appeal, 8 January 2002, *J.T.*, 2002, para. 792; Brussels Dutch speaking Court of First Instance, 13 November 2014 (unpublished), "*The arbitrator must be able to decide freely and independently on the dispute submitted to it. This independence and freedom would be jeopardised if the arbitrator would run the risk to be held personally liable for possible mistake conducted in the performance of his function. Consequently, his personal liability must be restricted to exceptional circumstances and to be submitted to limitations that relate to his judicial function. The immunity of the arbitrator is therefore 'certainly' not absolute.*", informal translation cited in N. BASSIRI and M. DRAYE (eds.), *op. cit.*, para. 131, note n°30

65 Article 246 *iuncto* article 249 Penal Code. The draft articles 614 to 617 of the new Books 1 and 2 of the Penal Code also provide criminal repercussions in case of corruption of an arbitrator. In addition, the draft article 615, 4° provides a heavier fine for bribing an international arbitrator, as the latter is equated to a "*person holding a public office in a foreign State or in a public international organisation*", see M. DRAYE, "Abrahammetje spelen in de arbitrage? Bezint eer ge begint! - Over procedurele fraude in internationale arbitrage", in M. Draye, E. Van Campenhoudt (eds.), *L'Arbitrage & la Fraude. Actes du colloque du CEPANI du 26 novembre 2020 / Arbitrage & Fraude. Bijdragen aan het colloquium van CEPANI van 26 november 2020*, Wolters Kluwer Belgium, Liège, 2020, paras. 104-105.

66 Article 1713 § 4 Judicial Code; this differs from the UNCITRAL Model Law.

5.2 Can parties waive the right to seek the annulment of the award?

Parties can only waive their right to seek annulment of an award rendered in Belgium or abroad by expressly including such a waiver in the arbitration agreement and provided no party is (i) a Belgian national (or an individual domiciled or having his/her principal residence in Belgium) or (ii) a legal entity with its registered office, principal establishment or a branch located in Belgium.[67] In other words, this option is only available when all parties to the arbitration are non-Belgian (or not established in Belgium).

It is important to note that the parties must expressly waive the right to seek annulment of the award in their arbitration agreement (or any further agreement). As a consequence, a provision contained in the chosen arbitration rules providing such a waiver is not sufficient.[68]

5.3 What atypical mandatory requirements apply to the rendering of a valid award rendered at a seat in the jurisdiction?

Awards rendered by an arbitral tribunal in accordance with Belgian arbitration law must be in writing and state the reasons on which they are based (be justified). The award must be signed by the arbitrators. The signature of a majority of the arbitrators is sufficient provided, however, that the reason for the absence of a signature is stated in the award.

In addition, an award must contain various items of information such as the name and address of the parties and the arbitrators, the object of the dispute and the date and place of arbitration.[69]

5.4 Is it possible to appeal an award (as opposed to seeking its annulment)?

If this possibility has been provided for in the arbitration agreement, it is possible to appeal an arbitral award. Unless agreed otherwise, an appeal must be filed within one month from communication of the award.[70]

An arbitral tribunal constituted of different arbitrators hears the appeal. If no specific rules were agreed upon by the parties for the constitution of the appeal tribunal, the rules for the constitution of the first tribunal apply.[71] Belgian law does not stipulate specific grounds for appeal.

In practice, the possibility to appeal an award is rarely provided for in arbitration agreements governed by Belgian law. As arbitration proceedings are preferred for reasons of time and cost efficiency, providing for such a possibility would undermine two important benefits of arbitration.[72]

5.5 What procedures exist for the recognition and enforcement of awards, what time-limits apply and is there a distinction to be made between local and foreign awards?

There is no distinction between domestic and foreign awards. However, if there is a treaty between Belgium and the country in which the award was rendered, the treaty shall prevail.[73] It should be noted that Belgium has ratified the New York Convention, with a reservation of reciprocity, meaning that Belgium will apply the New York Convention provided the award has been issued in a contracting State to the Convention. Even though they are less relied upon than the New York Convention, other treaties that have been ratified by Belgium include:

- A bilateral treaty with France dated 8 July 1899;
- A bilateral treaty with The Netherlands dated 28 March 1925;

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67 Article 1718 Judicial Code; this differs from the UNCITRAL Model Law.

68 PH. DE BOURNONVILLE, *op. cit.*, 199.

69 Article 1713 Judicial Code.

70 Article 1716 Judicial Code.

71 G. KEUTGEN, G-A DAL, *op. cit.*, para. 530.

72 G. KEUTGEN, G-A DAL, *op. cit.*, para. 42.

73 Article 1721 § 3 Judicial Code.

- A bilateral treaty with Germany dated 30 June 1958;
- A bilateral treaty with Switzerland dated 29 April 1959;
- A bilateral treaty with Austria dated 16 June 1959;
- The Convention for the Settlement of Investment Disputes between States and Nationals of Other States dated 18 March 1965.

It is admitted that the petitioner can choose to submit the enforcement proceedings to any of the applicable treaties or to the provisions of the Belgian Arbitration Act where these are more favourable.[74]

An arbitral award rendered in Belgium or abroad may only be enforced in Belgium after the court of first instance has ordered enforcement (*exequatur*) in whole or in part, which it can only do if the award can no longer be contested before the arbitrator(s) (*i.e.*, application for enforcement is inadmissible as long as the award may still be appealed) or if the arbitrator(s) have declared it to be provisionally enforceable notwithstanding the possibility of appeal.[75]

An application for the recognition and enforcement of an arbitral award is made by filing an *ex parte* petition with the court of first instance in the appellate judicial district where the person against whom enforcement is requested is domiciled or, in the absence of a domicile, habitually resides or, where applicable, has its registered office or, failing this, a place of business or branch office.

If a person has no domicile, residence, registered office, place of business or branch in Belgium, the application must be filed with the court of first instance in the appellate judicial district where the award is to be enforced (*e.g.*, where the assets are located).[76]

The Belgian Arbitration Act provides for a limited number of circumstances justifying the refusal of recognition or enforcement of an award, *i.e.*:[77]

- if a party against which recognition or enforcement is sought establishes that:
  - a party to the arbitration agreement was under some incapacity or the agreement is invalid under its governing law or – failing any such indication – under the law of the country where the award was rendered; or
  - it was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present its case; in this case, recognition or enforcement of the arbitral award may not be refused if it is established that the irregularity had no effect on the arbitral award; or
  - the award deals with a dispute not contemplated by, or not falling within, the terms of the arbitration agreement, or it contains decisions on matters beyond the scope of the arbitration agreement, provided that, if the provisions of the award on matters submitted to arbitration can be separated from those not so submitted, only that portion of the award which contains decisions on matters submitted to arbitration may be recognised or enforced; or
  - the award is not reasoned whereas reasoning is required by the rules of law applicable to the arbitral proceedings under which the award was rendered; or
  - the composition of the arbitral tribunal or the arbitral proceedings was not in accordance with the agreement of the parties or, in the absence of such an agreement, was not in accordance with the law of the country where the arbitration took place; with the exception of an irregularity affecting the composition of the arbitral tribunal, such irregularities may however

74 N. BASSIRI and M. DRAYE (eds.), *op. cit.*, para. 517

75 Article 1719 § 2 Judicial Code.

76 Article 1720 §§ 1-2 *juncto* Article 1680 § 6 Judicial Code.

77 Article 1721 Judicial Code.

not give rise to a refusal to recognise or enforce the arbitral award if it is established that they had no effect on the award; or

- the award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the laws of which, the award was made; or
- the arbitral tribunal has exceeded its powers; or

- if the court of first instance finds (*ex officio*) that:
  - the subject-matter of the dispute is not capable of being settled by arbitration; or
  - the recognition or enforcement of the award would be contrary to public policy.

5.6 Does the introduction of annulment or appeal proceedings automatically suspend the exercise of the right to enforce an award?

No, annulment proceedings do not suspend the enforcement of an arbitral award in Belgium unless the parties agree otherwise.[78]

Awards capable of being appealed may be enforced if the arbitral tribunal orders provisional enforcement notwithstanding the possibility of appeal.[79] When such provisional enforcement has not been ordered in the award, the tribunal of first instance handling the request of *exequatur* cannot recognize and enforce an award appealed or still capable of being appealed.

5.7 When a foreign award has been annulled at its seat, does such annulment preclude the award from being enforced in the jurisdiction?

Yes, when an award rendered abroad has been annulled, it can no longer be recognized and enforced by Belgian courts.[80]

5.8 Are foreign awards readily enforceable in practice?

Yes.

6. Funding arrangements: are there laws or regulations relating to, or restrictions to the use of contingency or alternative fee arrangements or third-party funding at the jurisdiction? If so, what is the practical and/or legal impact of such laws, regulations or restrictions?

Yes. Belgian lawyers may not charge contingency fees.[81] Success fees are however permitted.[82]

Third-party funding is authorized but rarely used in Belgium.

78 PH. DE BOURNONVILLE, *op. cit.*, 2016, para. 194.

79 Article 1719 § 2 Judicial Code.

80 Article 1721 § 1(a)(vi) Judicial Code.

81 Article 446 § 3 Judicial Code.

82 Contingency fees are fees that depend solely on the outcome of the case. On the other hand, success fees are additional fees earned in case a certain result is obtained.

7. Arbitration and blockchain technology

7.1 Is the validity of blockchain-based evidence recognised?

The validity of blockchain evidence has been recognised by certain commentators.[83]

In any case, under the Belgian Arbitration Act the arbitral tribunal freely assesses the admissibility of evidence and its value (save if the parties agree otherwise).[84]

7.2 Where an arbitration agreement and/or award is recorded on a blockchain, is it recognised as valid?

An arbitration agreement is not subject to any formal requirement under Belgian law. As long as the validity requirements for any contract can be proven (valid object, valid cause, legal capacity, consent), the arbitration agreement will be valid. Therefore, an arbitration agreement recorded on a blockchain can indeed meet the requirements in order to be considered valid under Belgian law.

Arbitral awards on the other hand, are subject to formal requirements. Indeed, in order to be recognised as valid in Belgium, an arbitral award must be in writing and must be signed by the arbitrator(s).[85]

An award recorded on a blockchain would not meet these requirements, and would therefore not be recognised as valid under Belgian law.

7.3 Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?

When a party seeks enforcement of an arbitral award before the court of first instance, it is no longer required to file an "original" version of the arbitration agreement.[86] Therefore, an arbitration agreement recorded on a blockchain can be enforced in Belgium.

However, in order to enforce an arbitral award, the parties need to file its original version (or a certified copy) with the competent courts.[87]

An arbitral award recorded on a blockchain would not be considered an original for the purposes of enforcement.

7.4 Would a court consider an award that has been electronically signed (by inserting the image of a signature) or more securely digitally signed (by using encrypted electronic keys authenticated by a third-party certificate) as an original for the purposes of recognition and enforcement?

For the purposes of enforcement, Belgian law provides that the petitioner must file the original award or a certified copy.

The original version of the award must be "*signed by the arbitrator*" in order to be recognised as valid.[88]

This means that the arbitrator must provide his/her handwritten signature on the document.

Inserting the image of a signature would not comply with this requirement, nor would a digital signature.

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83 J.-B. HUBIN, "La preuve par la blockchain" in Cotiga-Raccah, A. (dir.), *Les blockchains et les smart contracts à l'épreuve du droit*, Bruxelles, Larcier, 2020, paras. 197 *et seq.*

84 Article 1700 § 3 Judicial Code

85 Article 1713 § 3 Judicial Code.

86 The law of 25 December 2016 reformed certain aspects of the Belgian law of arbitration, including this one.

87 Article 1720 § 4 Judicial Code.

88 Article 1713 § 3 Judicial Code.

8. Is there likely to be any significant reform of the arbitration law in the near future?

Amendments to the Belgian Arbitration Act are expected in the near future to take into account issues that appeared during the COVID-19 sanitary crisis – as including virtual hearings. Upcoming amendments should also modify certain provisions, for which practice showed a need for improvement.

While talks are being held in order to discuss the extent of the revision of Part VI of the Belgian Judicial Code, no official draft bill has been submitted for legislative review at the time of the drafting of this report.

9. Compatibility of the Delos Rules with local arbitration law

Belgian Arbitration law is compatible with the Delos Rules of arbitration.

10. Further reading

- G. KEUTGEN, G.-A. DAL, *L'arbitrage en droit belge et international*, 3rd edition, Bruxelles, Bruylant, 2015;
- N. BASSIRI, M. DRAYE (eds.), *Arbitration in Belgium*, Alphen aan den Rijn, Kluwer International, 2016;
- PH. DE BOURNONVILLE, *L'arbitrage*, Bruxelles, Larcier, 2016;
- O. CAPRASSE, "L'arbitrage" in G. de Leval, *Droit Judiciaire – Tome II Procédure civile*, 2nd edition, Brussels, Larcier, 2021.

ARBITRATION INFRASTRUCTURE AT THE JURISDICTION

Leading national, regional and international arbitral institutions based out of the jurisdiction, *i.e.* with offices and a case team?	The Belgian Centre for Arbitration and Mediation (CEPANI) was founded in 1969 and is the leading arbitral institution in Belgium. On 1 July 2020 entered into force the updated CEPANI arbitration Rules, thus maintaining the institution at the forefront of arbitration trends.
Main arbitration hearing facilities for in-person hearings?	Bearing in mind the parties' freedom to choose any place to hold a hearing and the arbitral tribunal's discretion to hold the hearing(s) in accordance with the parties' will, hearing(s) can take place in law firms' or hotels' meeting rooms. With the European Union institutions based in Brussels, the city offers a range of facilities available.
Main reprographics facilities in reasonable proximity to the above main arbitration hearing facilities?	There are a range of reprographic facilities across Brussels.
Leading local providers of court reporting services, and regional or international providers with offices in the jurisdiction?	Briault Reporting DTI Global The Court Reporter (Trevor McGowan) ARBITRATION Court Reporting (Robyn Nott) Diana Burden
Leading local interpreters for simultaneous interpretation between English and the local language, if it is not English?	Acolad
Other leading arbitral bodies with offices in the jurisdiction?	The International Chamber of Commerce has a Brussels-based office (ICC Belgium).