

ICA Bylaws & Rules: March 2016 edition

Summary of the latest amendments

The amendments to the Bylaws & Rules since the last edition are summarised below. There have been no amendments to Section 1, Appendix A or B since the last edition.

Rule 207	To clear up any confusion that the final sentence of sub-para C which applied to country damage only but could be read as including total loss situations, the sentence was moved to become the final sentence of sub-para B
Rule 208	To clear up any confusion that the final sentence of sub-para C which applied to country damage only but could be read as including total loss situations, the sentence was moved to become the final sentence of sub-para B
Bylaw 301(5)	Amended to give Directors' powers to extend time for appointment of arbitrators.
Bylaw 302(4)	Amended so that arbitration will be refused if the applicant for arbitration is on the List of Unfulfilled Awards Part 1 even though the date of the contract may pre-date their listing on the List of Unfulfilled Awards Part 1.
Bylaw 304 (1), (7) (8)	Amended to permit the ICA to appoint an arbitrator when a respondent fails to do so.
Bylaw 307b	Amended to correct grammatical error.
Bylaw 309(8)	Amendment made to start date by which parties must honour an arbitration award.
Bylaw 312(2)	Amended to refer to "Appendix C" for costs and fees associated with arbitrators.
Bylaw 317(1)	Amended to open up Small Claims Arbitration to non-members.
Bylaw 320(4)	Amended to allow arbitrators to charge more for couriering if they can substantiate it with a receipt.
Bylaw 339	Amended to state that unless the buyer and seller agree otherwise, quality arbitration for grade or staple will be conducted on the basis of 'manual quality arbitrations'.
Bylaw 358(6)	Amended to allow arbitrators to charge more for couriering if they can substantiate it with a receipt.
Bylaw 366(5)	Amended to include new procedure for circulating names of parties who have not fulfilled an award but who are appealing to the English High Court.
Appendix C	Amendments to notarial fee, arbitrator expenses and Technical Appeal Fees