

— A PRACTITIONER'S GUIDE · FOSFA ARBITRATION

# FOSFA *Arbitration &* Appeal 2026

*Arbitrating disputes in oils, oilseeds and fats — when the Rules apply, how the procedure runs, what it costs, and how the two-tier appeal works in the 1 April 2026 edition.*

Written for sellers, buyers, traders, brokers, surveyors, P&I claims handlers and counsel who live with FOSFA contracts.

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# FOSFA Arbitration & Appeal 2026

*A one-page summary of the Rules' key thresholds, deadlines and fees. All references are to the FOSFA Rules of Arbitration and Appeal, revised and effective 1 April 2026. Fees are set by the Council of FOSFA and updated periodically — always verify the current figures on [fosfa.org/arbitration/fees/](https://fosfa.org/arbitration/fees/) before relying on them.*

<p><b>EDITION</b></p> <p><b>1 April 2026</b></p> <p>The Rules in force at the contract date apply — not the Rules in force when the dispute arises. Diary the contract date.</p>	<p><b>TRIBUNAL</b></p> <p><b>Three by default</b></p> <p>Each party appoints one; FOSFA appoints the third (chair). Sole arbitrator only by agreement. Members of FOSFA only — no lawyers in private practice.</p>	<p><b>QUALITY TIME BAR</b></p> <p><b>90 days</b></p> <p>Quality / condition claims must be commenced within 90 consecutive days of completion of discharge or delivery, with sealed sample to FOSFA (Rule 1(a)).</p>
<p><b>OTHER CLAIMS</b></p> <p><b>1 year</b></p> <p>All other disputes — within 1 year of expiry of shipment / delivery period (Rule 1(b)).</p>	<p><b>RESPONDENT APPOINTS</b></p> <p><b>30 days</b></p> <p>Respondent must nominate its arbitrator within 30 consecutive days of notice of claim (Rule 1(c)). FOSFA appoints in default after 14 days' notice (Rule 2(d)).</p>	<p><b>FIRST-TIER DEPOSIT</b></p> <p><b>£10,000</b></p> <p>Arbitration deposit payable to FOSFA within 30 days of lodging submissions (Rule 1(f)). Stay of proceedings on non-payment; deemed withdrawn 14 days later. Plus Federation fees (basic £825 per award + £825 surcharge per non-member; £250 discount where both parties are members; tonnage discounts down to 25% for small parcels). Verify on <a href="https://fosfa.org/arbitration/fees/">fosfa.org/arbitration/fees/</a>.</p>
<p><b>PLEADINGS — QUALITY</b></p> <p><b>30 + 30 days</b></p> <p>Claim submission within 30 days of arbitrator confirmation; reply within 30 days of receipt (Rule 4(a)). No prescribed word limit.</p>	<p><b>HEARING</b></p> <p><b>Discretionary</b></p> <p>Default is documents-only. Oral hearing only if tribunal directs. Lawyers in private practice excluded unless tribunal rules the case is "of special importance" (Rule 4(e)).</p>	<p><b>DOCUMENT PRODUCTION</b></p> <p><b>Tribunal-led</b></p> <p>No formal disclosure stage. Tribunal may request further information or documents from either party (Rule 4(d)).</p>
<p><b>AWARD</b></p> <p><b>Reasoned, dated on payment</b></p> <p>Mandatory reasons (Rule 6(a)). Award is dated when FOSFA receives payment of fees — not when written. Forfeiture of appeal right at 42 days unpaid (Rule 6(b)).</p>	<p><b>APPEAL</b></p> <p><b>28 days / £15,000</b></p> <p>Notice within 28 days of award date by 12.00 London Time. Appeal deposit £15,000 within 7 days of notice. Full re-hearing by Board of 5 (Rules 7-9).</p>	<p><b>COURT CHALLENGE</b></p> <p><b>28 days</b></p> <p>ss. 67/68/69 Arbitration Act 1996 — only after appeal exhausted. Time runs from award date, not receipt: <i>Kazan Oil v Aves Trade</i> [2025] EWHC 2713 (Comm).</p>

# § 01

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## When the FOSFA Rules apply

*FOSFA arbitration is fixed by the contract date, not the date the dispute happens. The 1 April 2026 edition applies to contracts concluded on or after that date — older contracts continue under the edition in force when they were signed.*

### Incorporation by reference

FOSFA arbitration applies to disputes "arising out of a contract or contracts subject to these Rules". The Domicile and Arbitration Clauses sit in every standard FOSFA contract (FOSFA 4A, 11, 24, 26, 33, 53, 54 and the others) and refer to "the Rules of Arbitration and Appeal of the Federation ... **in force at the date of this contract**" (Arbitration Clause). The edition is locked to the contract date — verify which edition you are operating under before drafting submissions.

Two routes into FOSFA arbitration sit side by side: Rule 1(a) for quality and condition disputes (with sealed samples), and Rule 1(b) for "all other disputes" — payment defaults, repudiation, force-majeure validity, sub-sale string claims. Both routes converge on the same procedure under Rule 4.

### Seat and governing law

The seat is **England**, designated under section 3 of the Arbitration Act 1996 (Preamble). Arbitration is conducted in London under English law unless the parties have agreed an alternative juridical seat (Arbitration Clause (b)). The Federation is the only body authorised to administer arbitrations under these Rules — neither party can sidestep it by appointing an institution elsewhere.

## Time bars – quality vs everything else

TYPE OF CLAIM	TIME LIMIT	TRIGGER
<b>Quality / condition (Rule 1(a))</b>	90 consecutive days	Completion of discharge (CIF/CIFFO/C&F) or completion of delivery (FOB / Ex-tank / Ex-mill / Ex-store)
<b>All other disputes (Rule 1(b))</b>	1 year	Expiry of contract shipment period; or completion of final discharge under CIF; or last contractual delivery day; or expiry of period for vessel presentation under FOB

Quality claims must be commenced with a sealed sample sent to FOSFA. No sample, no quality case. The 90-day clock is a hard outer limit – contrast LMAA SCP and GAFTA, where the equivalent windows are different.

### – IN PRACTICE

The standard contract-lawyer reflex of "we have a year" is wrong for quality. A buyer who receives off-spec sunflower oil on 1 March must commence FOSFA arbitration with sealed sample by 30 May (90 days from completion of discharge). Day 91 is too late – the right is lost, not merely encumbered.

## Court applications for security are preserved

Older FOSFA arbitration clauses contained a Scott v Avery prohibition on parallel court action. The current Arbitration Clause (c) reverses that for security purposes: "Nothing ... shall prevent the parties from seeking to obtain security in respect of their claim or counterclaim via legal proceedings in any jurisdiction." Worldwide freezing orders, ship arrest, and equivalent interim relief remain available alongside FOSFA arbitration.

# § 02

## Appointing the tribunal

*The default tribunal is three arbitrators — each party appoints one, and FOSFA appoints the third as chair. A sole arbitrator is permitted only by agreement. All arbitrators must be FOSFA Members; lawyers in private practice are excluded.*

### Who can sit

Rule 2(b) restricts appointment to **Trading, Full Broker or Full Non-Trading Members** of FOSFA, or their nominated representatives. The age cap is 75, or 2 years post-retirement, whichever comes first. Crucially: "*No person who is wholly or principally engaged in private legal practice may act as an arbitrator.*" Direct or indirect interest in the underlying transaction disqualifies. The pool is therefore traders, brokers, surveyors and shipping professionals — not commercial barristers or solicitors.

### The 30-day clock for the respondent

The claimant names its arbitrator in the notice of claim. The respondent has **30 consecutive days** from receipt to nominate its arbitrator (Rule 1(c)). Compare GAFTA (9 days) and LMAA SCP (sole arbitrator only) — FOSFA gives the respondent a longer window, and missing it has consequences.

### Default appointment by FOSFA

Where a party fails to appoint within the 30 days, the other applies to FOSFA. The Federation gives the defaulting party **14 consecutive days'** notice that it intends to appoint on its behalf. If the defaulting party still does not appoint within those 14 days, FOSFA appoints (Rule 2(d)). The Federation charges an appointment fee — currently £125 for Members, £250 for non-Members under the published Price List.

## The chair

FOSFA appoints the third arbitrator as chair after the two party-nominated arbitrators are in place (Rule 2(e)). The chair is selected from the Federation's pool of Qualified Arbitrators. Parties cannot propose names. This differs sharply from LMAA Terms 2021, where each side picks its own and the chair is co-nominated.

### — DRAFTING TIP

The notice of claim is your one chance to influence tribunal composition. Pick a party-arbitrator with relevant cargo expertise — sunflower oil, palm oil, soybeans, fishmeal — and identify yourself as the appointing party in the notice. The chair's appointment is then constrained by the technical profile of the two party-nominees the Federation already sees.

## Sole arbitrator — only by agreement

Rule 2(a) permits a sole arbitrator only where the parties agree. In practice this is rare in FOSFA — three-arbitrator tribunals are the strong default. The cost difference between a single arbitrator and three is usually less material than the perception that one of "your" three sits on the panel.

# § 03

## Procedure: pleadings, deposits and time limits

*FOSFA submissions go by email, in English, with paginated supporting documents. There is no prescribed word limit. The deposit clock starts at lodging – pay within 30 days or proceedings stay; another 14 days unpaid and the claim is deemed withdrawn.*

### The timetable

STEP	DEADLINE	RULE
Notice of claim with arbitrator named	By the time bar (90 days quality / 1 year other)	1(a) / 1(b)
Respondent appoints arbitrator	30 consecutive days	1(c)
FOSFA's notice if respondent defaults	+14 days to cure or FOSFA appoints	2(d)
Claim submission (quality)	30 days from arbitrator confirmation	4(a)(i)
Reply submission (quality)	30 days from receipt of claim	4(a)(ii)
Claim and reply submissions (other)	"Without delay" – tribunal-set	4(b)
First-tier deposit	30 days from lodging submissions	1(f) / 4(f)
Lapse of claim	1 year of inactivity; one renewal of one year only	3

Submissions and supporting evidence must travel by email. The 1 April 2026 edition codifies what was already practice: hard copies are produced only on request. **All submissions and evidence – written or oral – must be in English or accompanied by certified English translations** (Rule 4). Foreign-language documents without translation are excluded.

## No word limit – but discipline is rewarded

Unlike the LMAA Small Claims Procedure (with its strict 2,500 / 1,000 word caps), FOSFA imposes no page or word limit on submissions. This is deliberate – the Federation expects a tribunal of trade experts to absorb whatever volume of evidence the dispute genuinely requires. In practice, a tight, well-paginated submission lands harder than a 200-page archive dump. Tribunals are not impressed by volume; they are impressed by clarity.

## The deposit and what happens if it isn't paid

The arbitration deposit is currently published at **£10,000** (Council-set, GBP). It is payable to FOSFA within 30 consecutive days of lodging the submission. If the claimant does not pay, proceedings are stayed (Rule 4(f)); after a further 14 days unpaid, the claim is deemed withdrawn unless the tribunal in its absolute discretion permits otherwise. The tribunal may also call for further deposits during the reference; non-payment triggers the same staircase.

No interest is paid on deposits (Rule 1(f)). The claimant therefore carries the time-value cost of any FOSFA arbitration that runs beyond a few months.

## Lapse of claim – one renewal only

If neither party files documentary evidence or submissions for 1 year from notice, the claim is "deemed lapsed" (Rule 3). The 1 April 2026 amendment inserted a single word – "**only**" – into the renewal clause: a lapsed claim may now be renewed for one further year *only*. Past that, the claim is deemed withdrawn and abandoned absent the arbitrator's "absolute discretion" to admit out-of-time. The hard outer limit is therefore **two years** from notice. Compare GAFTA, where renewal is rolling up to a six-year ceiling.

### – COSTS SANCTION

The deposit deadline is enforced. *Submitting "we'll pay shortly" emails to FOSFA does not stop the 30-day clock.* Stay of proceedings is automatic on day 31. Cure is possible within the 14-day grace, but only payment in full restores the timetable. A respondent waiting for a stay-and-withdraw outcome can simply do nothing.

# § 04

## Costs: arbitrators' fees and recoverable legal costs

*FOSFA arbitrators set their own fees by reference to time spent – there is no published tariff. Legal costs at the written stage are recoverable as part of the fees and expenses of the arbitration. Legal costs at hearing depend on a "special importance" ruling.*

### Federation fees and deposits – what's published

The Federation publishes a Price List on fosfa.org. As of the schedule indexed in 2024–2026:

ITEM	FIGURE (GBP)
Arbitration deposit (Rule 1(f))	£10,000
Appeal deposit (Rule 7(b))	£15,000
Federation basic charge per award	£825
Surcharge per non-member	+£825 (each non-member party)
Discount where both parties are FOSFA Members	-£250
Tonnage discount (small parcels)	up to 25mt = 75%; 26–50mt = 65%; 51–100mt = 50%; 101–150mt = 40%; 151–250mt = 25%
FOSFA appointment fee – Members	£125

ITEM	FIGURE (GBP)
<b>FOSFA appointment fee — non-Members</b>	£250
<b>Appeal Federation fee</b>	£2,250 (50% discount where both parties are Members)
<b>Production of final award</b>	£350 (each tier)
<b>Notarised standard award certificate</b>	£150 (+ any additional notary / courier)
<b>Minimum charge per award</b>	£300
<b>Currency</b>	GBP throughout
<b>Interest on deposits</b>	None (Rule 1(f))

These figures are set outside the Rules themselves and are revised periodically by the Council. **Always verify on [fosfa.org/arbitration/fees](https://fosfa.org/arbitration/fees)** before estimating exposure to costs.

## Arbitrators' own fees

The arbitrators set their fees themselves "based on the time spent on the case" (Rule 6(a) and Guide). There is no FOSFA-published hourly rate or fee scale for arbitrators. Tribunals issue a fee assessment alongside the award; the Federation collects payment before releasing the award (see §06).

## Recoverable legal costs — the written stage

Rule 6(a) gives the tribunal power to "assess and award their fees and award by whom these and other fees and expenses of the arbitration shall be paid". Lawyers' costs incurred in preparing written submissions are recoverable under this head as part of "fees and expenses of ... the arbitration". There is no FOSFA equivalent of GAFTA's Rule 17.4, which by default makes legal costs unrecoverable absent express agreement. **In FOSFA, you can hire a lawyer to draft your submissions and recover those fees on a normal "costs follow the event" basis**, subject to the tribunal's discretion.

## Recoverable legal costs — the hearing stage

Rule 4(e) excludes lawyers in private practice from FOSFA hearings unless "*at the sole discretion of the Tribunal, the case is of special importance, and in such cases the other party shall have the same rights*". The same rule operates at appeal under Rule 9(a). If the tribunal does not rule the case "of special importance", you cannot bring a lawyer to the hearing — and consequently the legal costs of hearing attendance are not recoverable. Apply for the special-importance ruling in writing as early as possible — ideally in the first procedural exchange.

### — COST PLANNING

A typical FOSFA first-tier arbitration runs in the £20,000–£30,000 cost band including the deposit, Federation award charge, arbitrators' fees, and party-side legal preparation. Recovery of legal costs at first tier is realistic for the prevailing party. At appeal, the band roughly doubles, with the £15,000 appeal deposit on top. Build the deposit into the settlement maths — a settled claim still attracts the deposit (Rule 1(f) and Preamble), and parties remain jointly and severally liable to FOSFA for accrued fees.

# § 05

## Hearings and document production

*FOSFA arbitration is, by design, a paper procedure. Oral hearings are at the tribunal's absolute discretion. There is no formal disclosure stage — each party files what it relies on, and the tribunal can request more.*

### Documents-only by default

Rule 4(e) makes the holding of a hearing "at the absolute discretion of the arbitrator/s". The default is no hearing — submissions, supporting documents, and the tribunal's own knowledge of the trade do the work. A party that wants an oral hearing must apply, with reasons; the application is most likely to succeed where the dispute turns on contested oral evidence or live cross-examination of a witness whose credibility cannot be tested on documents.

Where a hearing is held, parties may appear personally or be represented by a "listed representative" — a Trading, Full Broker or Full Non-Trading FOSFA Member appointed in writing. Lawyers in private practice are excluded from the hearing unless the tribunal rules the case "of special importance" (Rule 4(e)). If the special-importance ruling is given, both sides have equivalent rights; one side cannot bring counsel and force the other to appear in person.

### Document production — tribunal-led

There is no FOSFA equivalent of CPR Part 31 disclosure or the IBA Rules on the Taking of Evidence. Each party attaches to its submissions only the documents it wishes to rely on. The tribunal then has two backstop powers under Rule 4:

- Rule 4(c): if one party submits a document not also served on the other, the tribunal "*shall ensure that a copy shall be supplied to that party*".
- Rule 4(d): the tribunal has "*the power to request further information or documents from either of the parties*".

Non-compliance with a tribunal request is not formally sanctioned by the Rules, but the tribunal is free to draw adverse inferences in the same way an English court would under CPR Part 31.21.

## Expert evidence

The Rules are silent on expert evidence. Tribunals — already composed of trade experts — assess what is useful case by case. Specialist reports (refining yields, engineering failures, contamination chemistry, surveyor opinion beyond first-instance documents) are accepted where they add something the tribunal does not already supply itself; length and form are at the tribunal's direction.

### — STRATEGY

The absence of formal disclosure rewrites case-building. The claim submission must annex every document the claimant intends to rely on, because the tribunal will not order disclosure of the other side's files. A party that plans to produce a key document only at reply or at hearing must expect the tribunal to admit it only with prior approval and a credible reason — late evidence is a structural exception, not a right.

# § 06

## The first-tier award

*The award is mandatory-reasoned and signed on FOSFA's prescribed form. It is dated when the Federation receives payment of fees – not when the arbitrators sign. Forty-two days unpaid and the right of appeal is forfeited.*

### Form and reasons

Rule 6(a): "Awards, which shall incorporate the reasons therefor, shall be in writing on the prescribed form of the Federation". **Reasoned awards are mandatory** – there is no opt-out. The same rule gives the tribunal full power to assess and award its fees and decide who pays them and the rest of the arbitration's fees and expenses.

### Date of the award

The mechanism in Rule 6(b) is a procedural pivot. The award is signed by the arbitrators and lodged with the Federation. FOSFA then calls on the claimant to pay any outstanding balance of fees. If the claimant does not pay within 21 days, the Federation calls on the respondent for a further 28 days. The award is dated and despatched **on receipt of payment**. Until payment, "*the contents of the Award shall under no circumstances be divulged*".

The legal date of the award – the date that triggers the appeal clock and the s. 70(3) Arbitration Act 1996 court-challenge clock – is therefore the date FOSFA receives payment, not the date the arbitrators sign. Practitioners must diary the FOSFA dispatch date, not their personal receipt date. This trap caught the Russian seller in *JSC Kazan Oil Plant v Aves Trade DMCC* [2025] EWHC 2713 (Comm) – see §08.

### The 42-day forfeiture

Rule 6(b) imposes a hard outer limit: if no party pays within 42 days, "*the parties shall forfeit their right to appeal the Award under Rule 7*". The right to a Board of Appeal is therefore conditional on someone paying within the window. A losing party hoping to appeal must

monitor its counterparty's payment, because non-payment by the claimant alone does not extend its own clock.

*The award is dated when FOSFA is paid. From that date, your 28 days to appeal – and your 28 days to challenge in court – both start running.*

### **Costs in the award**

The tribunal's costs power under Rule 6(a) extends to all "fees and expenses of the arbitration", including the Federation's basic charge, the arbitrators' fees, and the parties' own legal-preparation costs (subject to §04 above). Default position aligns with section 61(2) of the Arbitration Act 1996 – costs follow the event, with the tribunal's discretion to depart on stated grounds.

# § 07

## The Board of Appeal — a full second hearing

*FOSFA's distinctive feature is its built-in appellate tier. Five fresh arbitrators rehear the dispute on the facts and law, with new evidence admissible. This is not an appeal in the English-court sense — it is a complete retrial within the Federation.*

### Right of appeal

Rule 7(a): "any party to an Award of arbitration shall have the right to appeal". The exception is narrow — a preliminary jurisdiction-only award under Rule 5(b) is not appealable to the Board. Forfeiture under Rule 6(b) (42-day fee non-payment) is the other route to losing the right.

### The 28-day clock

Notice of appeal must be received by FOSFA within **28 consecutive days of the date of the Award, by 12.00 hours London Time** (Rule 7(a)). The notice is copied to the other principal at the same time (Rule 7(b)). This is a hard deadline — there is no equivalent of court-style time extensions.

The appeal deposit — currently published at **£15,000** — must be received by FOSFA within 7 consecutive days of the notice (Rule 7(b)). A 14-day extension is available where currency-control restrictions delay payment, on bank evidence (Rule 7(d)).

### Cross-appeal

Rule 7(c): a party wishing to cross-appeal has 7 days from the other side's notice of appeal. The cross-appellant's deposit is due 7 days from its own notice. The 1 April 2026 edition extended the reply-to-cross-appeal window from 14 days to **21 days** (Rule 7(h)) — note that the FOSFA Guide as currently published still references the old 14 days. The Rules govern.

## Pleadings on appeal

Appellant lodges outline reasons for appeal within 21 days of lodging the appeal (Rule 7(f)). Respondent lodges its Response within 21 days of receipt (Rule 7(g)). Cross-appeals follow the same 21-day rhythm at each stage (Rule 7(f) and 7(h)).

## Composition of the Board

The Board of Appeal comprises **five** members, drawn from the Federation's Appeal Panel (Rule 8(a)). No member who acted as an arbitrator at first tier may sit on the Board. Composition is fixed by FOSFA — parties cannot nominate Board members.

## De novo review

This is the critical distinction from court review. The FOSFA Guide is explicit: "*An appeal generally arises out of a first instance Arbitration Award and in that context entails a complete rehearing of a dispute. Neither the parties nor their representatives can assume that evidence or information produced at the arbitration is available to the Board.*" Fresh evidence is admissible (subject to prior service on the other party), and the Board is "*fully entitled to use its own knowledge of the trade*". The Board may confirm, vary or set aside the first-tier award.

*An appeal at FOSFA is not a review of error — it is a fresh hearing. Five new arbitrators, new evidence, your case rebuilt from scratch.*

## The appeal hearing

An oral hearing at the appeal stage is the working norm — more common than at first tier. Twenty-one days before the hearing, the appellant lodges six sets of an agreed common bundle, including legal authorities (Rule 9(b)). The same Rule 4(e) restriction on lawyers in private practice applies at appeal under Rule 9(a) — special-importance ruling required.

# § 08

## Court challenge after the appeal — ss. 67, 68, 69

*After the Board of Appeal, the route to the English Commercial Court remains under sections 67, 68 and 69 of the Arbitration Act 1996. The threshold is high. The 28-day clock runs from the date of the Award — not from receipt.*

### What can be challenged

The Arbitration Act 1996 preserves three statutory routes to the Commercial Court that no FOSFA clause can contract out of, except section 69 which can be excluded by agreement:

- **Section 67** — challenge to the tribunal's substantive jurisdiction.
- **Section 68** — serious irregularity affecting the tribunal, the proceedings or the award.
- **Section 69** — appeal on a point of English law (available because the FOSFA clauses do not exclude it; this is the most-used route in commodity disputes).

All three are subject to a 28-day time limit running from the date of the award (section 70(3)).

### Kazan Oil v Aves Trade — the date of the award is fixed

In *JSC "Kazan Oil Plant" v Aves Trade DMCC* [2025] EWHC 2713 (Comm), Foxton J dismissed a section 69 application as out of time. The dispute concerned a 48,000 mt crude sunflower oil contract dated 13 August 2020 between a Russian seller and a UAE buyer. Sanctions delayed payment of the appeal-stage fees; payment was made via a UAE intermediary on 8 April 2025; FOSFA released the Award on 10 April 2025; the seller filed its section 69 application on 8 May 2025 — within 28 days of receipt but 43 days after the date the Award itself was made. Held: time runs from the date the award was made under section 70(3), not the date of receipt or service. The application was struck out and no extension was granted.

The case is now the leading FOSFA-flavoured authority on the section 70(3) clock. Practitioners must diary the award date (the FOSFA dispatch date once payment is received) and back-calculate from there – not from the day the award lands in the inbox.

## The s. 68 threshold

The threshold for serious irregularity is, in the words of the DAC Report, reserved for "extreme" cases where substantial injustice has been caused. Across recent years the Commercial Court hears around 30–40 section 68 applications annually; the success rate has been close to zero. A party who disagrees with the tribunal's commercial or legal conclusions will not get past section 68 simply by recasting that disagreement as an irregularity.

### — BOTTOM LINE

Pay your appeal-stage fees as early as you can. A delay in paying will date the award later – but the appeal-window then runs from that later date, and so does your section 70(3) clock. Sanctions and currency-control delays are not extensions; they are simply additional risk to manage by paying early or by seeking the Rule 7(d) currency extension on bank evidence.

# § 09

## Practical tips for parties and counsel

*FOSFA arbitration rewards early, methodical preparation and punishes last-minute strategy. A short checklist of things to do, and not to do, before and during the reference.*

### Before commencement

- **Diary the contract date, not the dispute date.** The applicable edition of the FOSFA Rules is fixed by the date the contract was concluded (Arbitration Clause). Contracts dated before 1 April 2026 continue under the prior edition; do not assume the 2026 amendments apply.
- **Do not miss the 90-day quality clock.** Rule 1(a). The standard sales-lawyer reflex of "we have a year for any claim" is wrong for quality. Loss of arbitral right is automatic; the tribunal's discretion to admit out-of-time is narrow.
- **Send a sealed sample to FOSFA with the notice.** No sample, no quality case (Rule 1(a)). The Federation holds the sample for the tribunal.

### Drafting submissions

- **Write in English. Translate every document.** Rule 4 (1 April 2026 amendment). Foreign-language documents without certified translation are excluded.
- **Front-load the file.** There is no disclosure stage — annex every document you intend to rely on with the first submission. Late evidence requires the tribunal's permission and a credible reason.
- **Plead the date of default precisely.** Where damages depend on a market price, the date of repudiation is the default-date trigger after *Ayhan Sezer v Agroinvest* [2024] EWHC 479 (Comm). Submit alternative pricing for multiple candidate dates to protect the position.

## Hearings and evidence

- **Plan for documents-only at first instance.** The default is no hearing (Rule 4(e)). If you genuinely need oral evidence on credibility, apply at the outset and explain why.
- **Apply for a "special importance" ruling on day one** if you want a lawyer at any oral hearing. Rule 4(e) – the tribunal cannot back-date the ruling once it has formed a view on case complexity.

## Appeal and court challenge

- **The 28-day appeal clock runs from the date on the Award, not from when you receive it.** *Kazan Oil v Aves Trade*. Diary the FOSFA dispatch date, back-calculate.
- **Pay first-tier fees within 42 days or lose the right to appeal.** Rule 6(b). Independent of the 28-day notice clock – both must be met.

## Settlement

- **A settled claim still attracts the deposit.** Rule 1(f) and the Preamble. Build the £10,000 arbitration deposit (and any further called sums) into settlement maths; the parties remain jointly and severally liable to FOSFA for fees accrued up to settlement.

*FOSFA tribunals are not generalist judges; they are oilseeds, oils and fats traders who have done arbitration for decades. Used well, FOSFA delivers what no court can – a panel that already understands the trade you are arguing about.*



## Important notice

This guide is a practitioner's overview of the FOSFA Rules of Arbitration and Appeal effective 1 April 2026, together with related FOSFA price-list provisions on deposits and fees. It is provided for general information only and does not constitute legal advice. No lawyer–client relationship arises from reading or relying on it. Specific facts and contractual provisions materially affect the analysis of any dispute, and readers should obtain independent advice before taking or refraining from any action.

References to FOSFA deposits, Federation fees, appointment fees and other figures set by FOSFA Council reflect the position at the time of publication, drawn from [fosfa.org/arbitration/fees](https://fosfa.org/arbitration/fees) as currently published. Those figures are updated periodically by FOSFA Council and should be verified on **fosfa.org** before relying on them. References to the FOSFA Rules of Arbitration and Appeal are to the current edition published by the Federation of Oils, Seeds and Fats Associations. English statutory material is cited with hyperlinks to [legislation.gov.uk](https://legislation.gov.uk) where available; case citations use the neutral citation format of the English courts.

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— THE ONE-LINE THESIS

FOSFA tribunals are oils, oilseeds and fats traders who have done arbitration for decades. Used well, FOSFA delivers what no court can — a panel that already understands the trade you are arguing about, on clocks that the contract and the award date lock from the outset.

*GAFTA. FOSFA. LMAA. English Commercial Court. Ship arrest. Sanctions. Ten years of commodity and maritime disputes — from Black Sea grain cargoes to London arbitration appeals.*

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