CEPANI
1969 - 2019

#161
January 2023

Editors in chief: Guillaume Croisant, François Cuvelier, Iuliana Iancu and Sander Van Loock

AGENDA

16 February 2023 (noon-1pm)	**CEPANI40's webinar on virtual hearings – lessons learned**
21-22 March 2023	**CEPANI40's Brussels Pre-Moot to the Vis Moot**
17 November 2023	**CEPANI's annual colloquium**

SERIES: Stories from a Young Arbitrator

REPORTS

NEWS

NEWS FROM OUR PARTNERS

SERIES - STORIES FROM A YOUNG ARBITRATOR

With the April 2021 edition of the Newsletter, the Editors introduced a new series of short, topical posts written by young arbitrators. The authors will be sharing practical tips and insights from their experience as arbitrators, from dealing with defaulting parties or with non-represented parties to managing multi-language proceedings, from addressing falsified evidence and the interplay between the burden of proof and the standard of proof, to deciding jurisdictional challenges and evaluating the credibility of witnesses.

We hope you will enjoy this new series and, please, do not hesitate to reach out should you wish to participate.

EPISODE 14 – EXPERTS AND WITNESSES IN THE ARBITRATION PROCEEDING

Adrien Fink
Managing Associate,
Deloitte Legal (Brussels)

1. This post gives me the possibility to address an important topic of arbitral proceedings that we were confronted with in our first case(s) as arbitrators: the expert appointment by the Arbitral Tribunal and the witness and expert nomination by a party.

A clear distinction must be made between the appointment of an expert by the Arbitral Tribunal (in agreement with the parties) and the expert unilaterally appointed by one of the parties to support his or her case.

2. The **first possibility** is governed by Article 1707 of the Judicial Code ("§*1. Le tribunal arbitral peut, sauf convention contraire des parties, a) nommer un ou plusieurs experts chargés de lui faire rapport sur les points précis qu'il détermine; b) enjoindre à une partie de fournir à l'expert tous renseignements appropriés ou de lui soumettre ou de lui rendre accessible, aux fins d'examen, toutes pièces, toutes marchandises ou autres biens pertinents. § 2. Si une partie en fait la demande ou si le tribunal arbitral le juge nécessaire, l'expert participe à une audience à laquelle les parties peuvent l'interroger. § 3. Le paragraphe 2 s'applique aux conseils techniques désignés par les parties. § 4. Un expert peut être récusé pour les motifs énoncés à l'article 1686 et selon la procédure prévue à l'article 1687*") and the rules of the arbitration institutions such as the CEPANI (Article 24.2 of the CEPANI Rules of 1 January 2023: "*The Arbitral Tribunal shall proceed within as short a time as possible to examine the case by all appropriate means. Unless it has been agreed otherwise by the parties, the Arbitral Tribunal shall be free to decide on the rules as to the taking of evidence. It may, inter alia, obtain evidence from witnesses and appoint one or more experts of which it will establish the mission*") and the ICC (Article 25.3 of the 2021 Arbitration Rules: "*The arbitral tribunal, after consulting the parties, may appoint one or more experts, define their terms of reference and receive their reports. At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert*").

It is therefore not disputed that the Arbitral Tribunal may appoint an expert to enlighten it on certain points of the dispute, either of its own motion or at the request of a party. Nevertheless, this opportunity must be carefully analyzed as Professor Caprasse indicated (O. Caprasse, "Arbitrage et expertise" in *L'expertise judiciaire*, La Charte, 2003, p. 197) and must be indispensable to the outcome of the dispute (*Ibid*. p. 185).

It is up to the Arbitral Tribunal to determine the mission of the expert (Article 24.2, paragraph 1 of the CEPANI Rules, Article 25.3 of the ICC 2021 Arbitration Rules, the latter specifying that the appointment must be made after consultation with the parties). In practice and to ensure maximum compliance with the principle of adversarial proceedings, the parties must always be involved throughout the expertise process, from the appointment of the expert to the submission of his or her final report.

The Arbitral Tribunal is also entrusted with monitoring the progress of the expertise to prevent it from becoming bogged down. Similarly to state courts, the Tribunal is not bound by the expert report as it is the case for judicial courts. The Arbitral Tribunal is not obliged to follow the expert's opinion if their conviction conflicts with it (Article 962 of the Belgian Judicial Code). The Arbitral Tribunal could therefore reject the report provided that it explained very clearly the reasons in its award, failing which it would risk being eventually set aside.

3. The **second possibility** is for the parties to appoint their own expert and/or witness as provided for in Article 24.2 of the CEPANI Rules, which also refers to witness testimony, as does Article 25.2 of the ICC 2021 Arbitration Rules: "*The arbitral tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence provided they have been duly summoned*".

The procedural aspects of the organization of the hearing of witnesses and/or experts appointed by the parties is not governed by the rules of the two aforementioned arbitral institutions. It is therefore up to the Arbitral Tribunal to determine these rules, in accordance with the principle of adversarial proceedings. In practice, these rules are reflected in the terms of reference, drawn up by the Arbitral Tribunal and the parties. To do this, the Tribunal may resort to the "IBA Rules on the Taking of Evidence in International Arbitration", which are a compromise between common law and civil law practices.

As a rule, the parties have the free choice of their witnesses and/or experts. It is not necessary for the witness to be independent of the appointing party - one of its director may perfectly testify. In order to comply with the principle of adversarial proceedings, however, a written statement by the witness (or the report of the expert appointed by the party) must be included in the documents of the proceedings. Legal scholars also admit that counsel to a party may provide limited assistance to the witness (L. Jaeger, La preuve par témoins à l'épreuve du contradictoire, in *Le principe du contradictoire en arbitrage*, Larcier, 2016, p. 114).

Hearing attendance by the witness is the key element in this process. The hearing of the witness and/or expert appointed by a party will consist primarily of cross-examination by counsels of the opposing party. Each Arbitral Tribunal may lay down its own rules in this regard, in consultation with the parties in accordance with the principle of adversarial proceedings. In practice, these will be set out in the terms of reference and/or in a procedural order.

4. This possibility of cross-examination is a major difference from the traditional judicial procedure. It allows counsel to point out the weaknesses of the positions of the opposing party while playing a certain dose of psychology. As an arbitrator, testimonies shed light on certain parts of the dispute that could be difficult to discern from the parties' written submissions.

To conclude on this second possibility, if a party decides to appoint his or her own expert in the arbitration proceeding, the choice of the expert is key. In addition to his/her perfect knowledge of the expertise subject, his or her reputation is also very important. It is also necessary to avoid appointing an expert who has previously acted in the disputed transaction on behalf of the appointing party, otherwise a certain credibility could be lost.

REPORTS

CEPANI AMENDS ITS RULES TO INCLUDE DIVERSITY AND INCLUSION CONSIDERATIONS

27 DECEMBER 2022

Werner Eyskens
Partner
Crowell & Moring (Brussels)

Sophie Goldman
Partner
Tossens Goldman Gonne

As reported by the Global Arbitration Review, CEPANI is the first continental European arbitration institution that has formalized considerations of diversity and inclusion in the context of arbitrator appointments. It has codified what has been its practice to ensure the users and the international arbitration community of its commitment to diversity and inclusion.

In its amended new Arbitration Rules, in force as of 1 January 2023, Article 15.1 now includes a consideration for diversity and inclusion, which is on equal footing with other considerations such as availability, qualification and ability to act as arbitrator in a given case: "*The Appointments Committee or the President shall appoint or confirm the Arbitral Tribunal in accordance with the following rules. It shall take into account, inter alia, the availability, the qualifications and the ability of the arbitrator(s) to conduct the arbitration in accordance with the Rules, and considerations of diversity and inclusion*."

This amendment was decided by the CEPANI Board in 2022 and follows the preparatory work that was done by the Diversity and Inclusion Working Group established in 2021, which reported to the Board on its findings, research, analysis and initiatives. The CEPANI's Diversity and Inclusion Working Group met at regular intervals and provided the CEPANI Board with an array of initiatives and recommendations.

The Diversity and Inclusion Working Group was chaired by **Sophie Goldman** of Tossens Goldman Gonne and **Werner Eyskens** of Crowell & Moring. Its members were **Niuscha Bassiri** of Hanotiau & van den Berg, **Hakim Boularbah** of Loyens & Loeff, **Marie Canivet** of Osborne Clarke, **Nathalie Colin** of Freshfields, **Vanessa Foncke** of Jones Day, **Françoise Lefèvre** of Françoise Lefèvre – Arbitration & ADR, Prof. **Maud Piers** of the University of Ghent, **Emma van Campenhout**, Secretary General of the CEPANI, **Dirk Van Gerven** of NautaDutilh, and **Sigrid van Rompaey** of Matray, Matray & Hallet.

This new rule also solidifies CEPANI's recently adopted D&I Policy and Commitment which have a broader scope than gender alone and are aimed at "*creating more opportunities for everyone, irrespective of gender, religion, sexual orientation, origin, color, nationality, disability, or socioeconomic status in the field of arbitration*".

However, increasing diversity in arbitrations does not depend only on the institutions but also on the parties. This is why the CEPANI D&I Policy also expects "*that its members contribute with their different perspectives, ideas and experiences, in the context of any work or activity, with a single and common purpose: to help creating more opportunities for everyone, ensuring the involvement from all, with an emphasis on those who have been historically underrepresented, and building a more inclusive and diverse future in the world of arbitration*" (CEPANI D&I Policy, published on the CEPANI Website).

Also based on a recommendation from the Working Group, the CEPANI Board created a standing Diversity & Inclusion Committee, chaired by **Sophie Goldman** and **Werner Eyskens** with, as members, **Niuscha Bassiri** of Hanotiau & van den Berg and **Guillaume Croisant** of Linklaters. This standing committee is tasked with continuing to develop initiatives to further improve the diversity and inclusion role that CEPANI seeks to play.

THIRD EDITION OF CEPANI40's MEET THE EXPERTS!

19 January 2023

Lucy Stewardson
Associate
Linklaters (Brussels)

On Thursday 19 January 2023, the CEPANI40's "Meet the Experts!" event returned for a third edition hosted, for the first time in-person, in the Brussels office of Allen & Overy.

Much like the previous editions, the event aimed at giving young practitioners an opportunity to hear directly from experienced lawyers about their work as arbitrators and – for the first time in this third edition – more generally, about their careers in the field of arbitration.

After an introduction by **Lauren Rasking** (Allen & Overy), CEPANI40 Co-Chairs **Katherine Jonckheere** (Lalive, London) and **Guillaume Croisant** (Linklaters, Brussels) moderated a lively and thought-provoking Q&A session with a panel of four Belgian and international experts:
- **Pascal Hollander** (Partner, Hanotiau & van den Berg, Brussels);
- **Maude Lebois** (Partner, GBS Disputes, Paris);
- **Emma Van Campenhoudt** (Secretary General, CEPANI);
- **Marieke van Hooijdonk** (Partner, Allen & Overy, Amsterdam).

Through questions that had been sent by the audience ahead of the session, the four panellists shared their insights on a number of topics, ranging from advice on how to navigate a career in arbitration and land a first appointment as arbitrator, to thoughts about handling challenges in arbitral proceedings and promoting diversity in all aspects of arbitration.

The panellists shared some tips on how to effectively manage arising opportunities and multiple pressures in order to build a fulfilling career in arbitration. Their advice was, amongst others, to:
- Learn as much as possible from working in a broad range of fields, whether in arbitration, litigation or even fields not directly related to dispute resolution;
- Gain visibility, for example by publishing articles, speaking at conferences, or getting involved in professional associations;
- Be intentional and selective in the choice of these activities, depending on what fits best with one's career path;
- Be patient;
- Be mindful about how to evolve within a firm, such as fostering key client relations, developing a specific expertise or benefiting from the guidance of a mentor;
- Know your limits and be passionate about the work.

When discussing first appointments as arbitrator, the panellists emphasized again the importance of the visibility that can arise from publications and other academic engagements, and the relevance of experience acquired through work as a tribunal secretary. The experts also highlighted the value of being able to seek the support and insight of experienced lawyers when faced with procedural difficulties. Finally, they emphasised the key role of arbitral institutions in opening up the arbitration field to young and diverse profiles. The recent change in the CEPANI rules to formally integrate diversity and inclusion considerations in the appointment of arbitrators was highlighted as another step in the right direction.

The participants had the opportunity to network after and (welcomed innovation of this year!) before, the event during networking drinks.

A likely fourth edition of the event will no doubt be a great opportunity to continue these discussions and shed light on other thorny aspects of arbitration work!

ARTICLE 5.74 OF THE (NEW) BELGIAN CIVIL CODE AND THE CEPANI RULES OF ADAPTATION OF CONTRACTS: MATCH THE NEW WITH THE EXISTING

1 January 2023

Alexander Rigolet
Counsel
Eubelius

The New Year is traditionally accompanied by a bunch of good resolutions but, more important and often more enduring, also of new legislation entering into force. 2023 is certainly no exception to this rule, as on the 1st of January not only did the new CEPANI Arbitration Rules enter into force, but also the long-awaited new Book 5 of the Belgian Civil code (which applies to contracts concluded as from 1st January 2023).

One of the most notable evolutions included in the latter is undoubtedly Article 5.74, which introduces the concept of hardship into Belgian contract law. Pursuant to this article, each party to a contract may ask the other(s) to renegotiate their agreement in order to adapt or even terminate it, when unforeseen circumstances render its performance so excessively burdensome that it would be unreasonable to demand its execution. Said (changed) circumstances must have been unforeseeable when the parties entered into the contract and not attributable to the debtor of the obligation. In addition, the latter must not have assumed this risk.

In case of such hardship and if no agreement can be found between the contracting parties, Article 5.74 provides that the matter may be settled in court. The judge may adapt the contract (in order to bring it into conformity with what the parties would reasonably have agreed to at the time they entered into the contract, had they taken the changed circumstances into account) or terminate it in whole or in part. The matter is decided by the judge "as in" summary proceedings, and awaiting its decision, parties must continue to perform the agreement.

Parties nevertheless remain free to depart from the abovementioned principles foreseen in Article 5.74. It is therefore expected that many of them will simply exclude the application of this article or, rather than exclude it, adapt the mechanism to their specific needs. A reference to the CEPANI Rules of Adaptation of Contracts may, in that regard, be particularly useful.

Indeed, in the presence of a complex and/or (very) technical agreement, it seems illusory to believe that a judge, with no technical qualifications, will be able to offer a rapid and/or satisfactory solution to the parties' acute problem. He or she will often have to resort to (judicial) experts, with the inherent costs, difficulties and loss of time associated therewith. Parties may, in addition, appeal the decision, prolonging the uncertainty. One could therefore argue that the judge is simply not the best person qualified to adapt contracts in case of unforeseen circumstances. In reality, it is probably the parties themselves who are best equipped to do so, provided that they can come to an agreement…

Rather than resorting to the judge, parties may therefore prefer entrusting the matter to a (specialized and independent) third party. When they agree that his/her decision will be binding upon them, they do nothing more than resorting to the mechanism know as third-party decision (“Tierce décision obligatoire” / “derdepartijbeslissing”).

This requires however that parties agree on both (i) the principle of such mechanism and (ii) the identity of the third-party decider, or at least a method for his/her designation. This may sometimes reveal itself to be tricky or even impossible once the dispute has arisen. A possible deadlock regarding the person of the third-party decider could be resolved before the courts, but this means that even if the parties inserted a specific provision in their agreement, it could take weeks to obtain from the competent jurisdiction the appointment of a third-party decider (not to forget potential additional problems that may arise in the course of the judicial proceedings).

The (2018) CEPANI Rules of Adaptation of Contracts offer a pragmatic solution to these problems. They set a rapid and clear proceeding for the appointment of the third-party decider while the CEPANI and its Secretariat offer assistance during the whole process. When drafting hardship clauses, one should therefore always advise lawyers and their clients to take this possibility into consideration. It may very well match their needs.

NEWS

» **CEPANI40's BRUSSELS PRE-MOOT TO THE VIS MOOT**

We need your expertise for the Brussels Pre-Moot on 21 and 22 March 2023!

We have the pleasure to announce that, after a couple of years of absence due to the pandemic, the **Brussels Pre-Moot** to the Willem C. Vis International Commercial Arbitration Moot on International Sales Law and International Arbitration will be relaunched this year, for a 7th edition.

This year's edition, organised under the auspices of **CEPANI40**, will take place on **21 and 22 March 2023** in the offices of **White & Case** and **Linklaters**.

20 universities, from Belgium (Ghent and Liège), our neighbouring countries (Queen Mary University of London, Maastricht University, Goethe University Frankfurt, Sciences Po Paris, Ecole du Barreau de Paris (EFB), Erasmus University Rotterdam), Europe (Innsbruck University, Università di Bologna, University of Basel, Ukrainian Catholic University, University of Copenhagen or ELTE Law School), and all over the world (University of New South Wales, Pontifical Catholic University of Paraná, University of Palestine, China-EU School of Law, University of Delhi or Ankara University) will convene in Brussels.

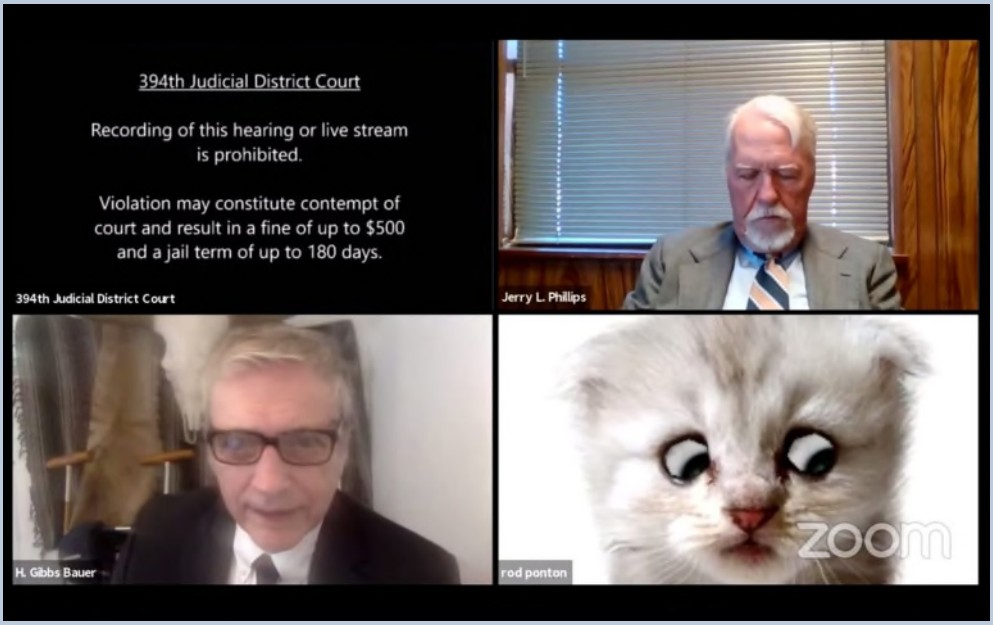
The Pre-Moot needs a significant number of volunteers to act as arbitrators during the Pre-Moot for one (or several) sessions of 90 minutes. As an arbitrator, you will not only see the young participants in action, but you will also have a great opportunity to connect with arbitration practitioners from Belgium and abroad during your session, as well as the networking luncheons to be held at White & Case and Linklaters and a networking reception which will be held at the end of the first day at White & Case.

Interested? Please complete the form in this link by 3 March 2022.

Alexandre Hublet and Guillaume Croisant, for the organising committee.

If you have any questions, please do not hesitate to contact **Alexandre Hublet**

» **CEPANI'S WEBINAR ON VIRTUAL HEARINGS – LESSONS LEARNED**
16 FEBRUARY 2023 (12:00-13:00)



CEPANI40 is pleased to invite you to a practical and interactive session discussing everything you need to know about virtual hearings!

What are the advantages and disadvantages of virtual hearings? When should you propose a virtual hearing or rather resist the opposing party's request for one? What are the key logistical points to think about? The speakers will share lessons learned from their recent experiences and be ready to answer your questions.

The session will be hosted by Opus 2 in a live hearing environment.

Registration by 10 February 2023: here (an Opus 2 invitation will be sent to the participants before the event)

Speakers:

- Malik Baba (Stibbe)
- Jan Janssen (Petillion)
- Lauren Rasking (Allen & Overy)
- Moderated by Erica Stein (Stein Arbitration)

» **NEW ISSUE OF b-ARBITRA (2022/2)**

b-Arbitra is the Belgian Review of Arbitration, issued biannually, with publication of judgments, notes and commentaries on arbitration related topics.

In this second edition of b-Arbitra for 2022, we again publish contributions and case law on a variety of topics. In the doctrine section, **Tara Braulotte** explores the use of arbitration to settle art-related disputes, with particular attention to the dedicated rules created by the Court for Arbitration for Art in 2018.

We start the case-law section with a judgment from the European Court for Human Rights in *BEG SPA v. Italy* of 20 August 2021 relating to impartiality and independence of arbitrators and the duty to disclose, with a note by **Paolo Marzolini**.

Next, we will publish no less than four Supreme Court judgments. The first, dated 15 March 2019, relates to the duty of courts and arbitral tribunals to provide reasons and addresses the use of catch-all clauses in the dispositive section of an arbitral award or judgment in the framework of a request for an additional award. In the second judgment, rendered on 26 February 2021, the Supreme Court clarified the scope of review by Belgian courts when grounds of substantive public policy are invoked at either the enforcement or the setting aside stage. In the third judgment, rendered on 13 January 2022, the Court addresses questions relating to damages that may be claimed when an arbitrator is considered to have committed a fault. In doing so, the Court overturned in part the judgments of 28 November 2017 and 11 September 2018 (published in *b-Arbitra* 2019/1 with a note by Luc Demeyere). The fourth judgment, dated 10 February 2022, is the next chapter in the longstanding attempts by blood plasma supplier Diag Human SE to enforce an arbitral award obtained in 2008 against the Czech Republic. The Supreme Court, holding that the award was not binding within the meaning of Article V(1)(e) of the New York Convention, partly overturned the Court of Appeal of Brussels's judgment of 12 November 2019 that had granted enforcement of the award (published in b-Arbitra 2020/2). **Katherine Jonckheere**, who authored a note to the Court of Appeal's judgment, provides the necessary background and analysis for the Supreme Court's decision in this edition.

We then publish an excerpt from the decision of the Court of Appeal of Antwerp of 9 August 2022, clarifying the role of president of the court in summary proceedings and the judge of attachments in relation to arbitration proceedings.

Finally, we publish excerpts of judgments rendered by the Courts of First Instance of Antwerp, Brussels (both French and Dutch-speaking), and Ghent.

Pierre d'Argent critically assesses the French-Speaking Court of First Instance of Brussels's high-profile decision in Poland v/ Manchester Securities Corp, dated 18 February 2022, in which the court decided to set aside an investment treaty arbitration award rendered under UNCITRAL Rules for violation of Belgian international public policy. To the editors' knowledge, this is the first reported case of a setting aside of an investment award in Belgium. The editors understand that, at the time that this issue is going to press, a recourse against this decision is pending before the Belgian Supreme Court; once the Supreme Court renders its decision, this will be published in a future edition of b-Arbitra.

Next, **Sophie Goldman** comments on one judgment by the Dutch-Speaking Court of First Instance of Brussels of 5 March 2020, addressing the arbitrators' duty to provide reasons under both the old and new law. The other decisions deal with a diverse range of issues. The Court of First Instance of Ghent addressed the parameters for providing a translation and/ or an original of the arbitral award for enforcement under the New York Convention. Other cases involve the starting point of the time limit to bring setting aside proceedings where a party does not pick up an arbitral award notified by registered mail; the time limit for setting aside proceedings in case of mixed judgments (addressing both jurisdiction and one or more issues on the merits); the duty for arbitral tribunals to notify parties of the various steps in the proceedings; issues of procedural public policy; the arbitrators' duty to provide reasons; and the nullity under Belgian law of clauses providing for an appeal against an arbitral award before a state court.

Two further decisions in relation to purely domestic proceedings also address the approach to an arbitration exception in light of a claim that the arbitration clause is forged and the impossibility to bring setting aside proceedings against a letter from an arbitral institute notifying the suspension of the arbitration in light of a criminal complaint.

To assist the reader, all judgments are accompanied by keywords in both the language of the judgment and in English. In cases where there is no in-depth commentary, we add a short editors' note in English, setting out the key takeaways from the decision with further references where useful.

In the documents section, **Ank Santens** and **Panagiotis Chalkias** discuss the 2022 amendments to the ICSID Rules and Regulations, which entered into force on 1 July 2022. **Yves Herinckx** addresses the effect on arbitration of the Belgian Constitutional Court's recent case law (and the recently enacted change in law) requiring that the service of a judgment must specify, *inter alia*, the legal recourse, time limit, as well as the competent court. **Herman Verbist** discusses the 2021 UNCITRAL Expedited Arbitration Rules, which parties may adopt for *ad hoc* arbitration proceedings. Finally, **Benoît Kohl** and **Emma Van Campenhoudt** report on the creation of C-SAR, the Belgian Centre for Sports Arbitration, under the auspices of CEPANI. The Belgian Royal Football Association having adopted the C-SAR arbitration clause as an appeal mechanism against decisions relating to the granting of licenses for professional football, the C-SAR Arbitration Rules were immediately put to use in 2022, leading to two arbitral awards.

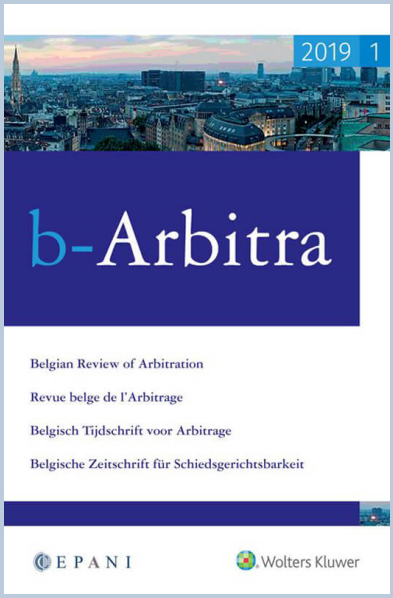
Finally, **Charlotte De Muynck** reviews Verbeke and Vervaeke's introduction to constructive negotiation and conciliation (A -L Verbeke and G Vervaeke, *Constructief omgaan met conflicten en geschillen, Inleiding in probleemoplossend onderhandelen en bemiddelen,* Antwerpen, Boom juridisch Antwerpen, 2022, 174 p.).

For more details, please see the table of contents here.

We continue to extend our invitation to Belgian arbitration practitioners to reach out with interesting arbitration related cases. We further encourage anyone who is interested in contributing to b-Arbitra or has comments or suggestions to get in touch at b-Arbitra@wolterskluwer.com.

The Editors-in-Chief

Caroline Verbruggen and **Maarten Draye**



NEWS FROM OUR PARTNERS

» KLUWER ARBITRATION

Kluwer Arbitration named as the Winning Legal Innovation Solution across various Awards
Learn more.

» ACOLAD LEGAL

Legal interpretation: Remote is part of the new normal

While it often takes the legal system longer to reflect changes in society, Dutch courts have given an example of the opposite with the decision to continue allowing virtual or hybrid hearings as an alternative to on-site hearings, when indicated by the circumstances. Simultaneously, remote interpretation has become a valid option even for on-site hearings and legal meetings – not only in the Netherlands.

On the practical side, this calls for a different technical setup than the previous standard of interpreting booths or so-called whispering sets. The best and most hassle-free solution consists of a complete legal language service package with expert interpreters at its core, combined with technical support before and during court hearings and related meetings, plus translation and transcription services for all documents and multimedia files that support the hearing.

Distraction-free, seamless legal interpreting services

Parties at court need to focus on their cases, not on technology. A full-service provider for the legal sector that offers turnkey solutions with expert linguists and state-of-the-art technology solutions can provide the go-to courtroom solution.

The options for remote channels are various; Skype, Teams or Zoom are just the most obvious video conferencing tools. Full flexibility of the interpretation services provider to adapt to the parties' needs and preferences is key, coming with the ability to advise on the best setup of each meeting – including platform solutions tailored specifically to multilingual meetings.

Do you want to find out more about the different techniques for different hearings, parties and budgets?

Then just click: **Read the article**

Fast, Reliable and Accurate Legal Language Services

Acolad Legal solves multilingual challenges for legal professionals across all practices, types of documents and areas of law. Our global network of legal language experts will ensure the best quality and the highest level of customer service.

Learn more about Acolad Legal services on our website: https://www.acolad.com/en/legal.html

Responsible publisher: B. Kohl