

New ICC Arbitration Rules Took Effect June 1, 2026: What Hotel Owners and Managers Should Know

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Key Takeaway: *New ICC Rules provide faster timelines, lower costs, and stronger emergency relief – with action items for your arbitration clauses*

If your hotel management agreements or any other related agreements contain an ICC arbitration clause, the rules governing how those disputes are resolved changed as of **June 1, 2026**. The revisions are designed to make ICC arbitration faster and more cost-effective. While the changes are generally favorable for hospitality parties, a few of them warrant consideration and review of your existing template clauses to ensure the changes do not adversely impact your expectations.

The new rules apply to any arbitration **commenced on or after June 1, 2026**, regardless of when the relevant agreement was executed. You do not need to amend existing contracts for the procedural changes to apply.

The core of the rules remains the same, but there are some significant changes that should align with your business interests to help foster more efficient and cost-effective arbitrations while maintaining confidentiality and the arbitral experience. As ICC Court President Claudia Salomon has framed the amendments, the focus is on “efficiency, clarity and usability” to ensure that every aspect of an ICC arbitration has a “client mindset.”

The six most significant changes, along with other notable changes

1. A new three-month “highly expedited” track

- The ICC has introduced a Highly Expedited Arbitration Procedure (HEAP) – found in Article 33 and Appendix VI – that delivers a **final, binding, enforceable award within roughly three to four months**.
- A single arbitrator, front-loaded submissions, often no hearing, and – if the parties agree – an award without written reasons. Notably, the parties are obligated to submit their full claims and supporting evidence when they file their Request for Arbitration and Answer/Counterclaims.
- Well suited to **discrete, high-urgency hospitality disputes**: termination disputes, key-money or incentive-fee disagreements, performance-test failures, or a single contract-interpretation question—resolved before the owner-operator relationship deteriorates beyond repair. The availability of HEAP is not pegged to monetary thresholds; rather, it is available to resolve any dispute where speed is critical.
- Important: HEAP is **opt-in only**. It applies only if your contract says so or both sides later agree. Joinder and consolidation are not available.

2. More disputes will be “expedited” by default

- The threshold for the ICC’s standard Expedited Procedure Provisions (EPP) rises from USD 3 million to **USD 4 million** for arbitration agreements signed on or after June 1, 2026.
- Expedited cases get a sole arbitrator, reduced fees, and an award within six months of the first case management conference (“CMC”).
- Practical effect: most mid-size hospitality disputes – FF&E and procurement claims, renovation and PIP cost disputes, smaller franchise claims – will now automatically run on the faster, cheaper track.
- Caveat: Party autonomy remains; you may opt out.

3. The “Terms of Reference” requirement is gone

- The ICC has eliminated the mandatory Terms of Reference (ToR) – the formal scoping document that historically added roughly a month to the start of every case and was a driver of additional costs.
- The first CMC, which per Article 24 must take place within 30 days of file transmission, absorbs the substantive functions of the ToR. The result is that ICC arbitrations now proceed faster.
- The trade-off is that claimants must now raise their claims by the first CMC, per Article 25. Consequently, counsel (and clients) will need to develop the full claim earlier in the Request for Arbitration and Answer and Counterclaim stages. Engaging counsel promptly when a dispute emerges matters more than before.
- The time limit for the final award is no longer fixed at six (6) months from the last signature of the ToR. Instead, the new time limit will be fixed by the president of the tribunal based on

the facts and context of the arbitration. This avoids the long-standing practice of extending the deadline and gives the parties a better idea of when an award will actually be issued.

4. Strengthened Emergency Arbitrator regime – emergency relief now available before a tribunal is even formed

- Emergency arbitrators can now issue *ex parte* “**preliminary orders**” (before the other side is notified) to stop conduct that would frustrate the dispute – i.e., dissipating assets, destroying records, or unilaterally replacing a manager.
- Emergency relief can now reach **non-signatory affiliates** where an arbitration agreement may bind them. This is particularly useful in this context given the layered ownership, brand, and management entity structures common in hotel deals. Now, the President of the ICC Court can review an arbitration agreement and, based solely on the materials submitted, bind a party that is not itself a signatory to the arbitration agreement. In doing so, this provides for relief against an affiliate, parent, or alleged alter ego of the contracting party.
- Helpful where you need to preserve the status quo fast — e.g., a manager locked out, a disputed termination, or a threatened transfer of a managed asset.

5. Early dismissal of meritless claims

- Tribunals now have an express power of “**early determination**” to dispose of claims or defenses that are “manifestly” without merit or outside their jurisdiction. New Article 33 provides this procedural vehicle without running the full proceeding or awaiting a merits hearing.
- This is a useful shield against weak or tactical claims and can eliminate unnecessary costs and delays early in the arbitration process.

6. Arbitrator Confidentiality & Impartiality

- For the first time, new Article 12(8) imposes an express duty of confidentiality on arbitrators with respect to all matters relating to the arbitration. This was always the spirit of arbitration, but now it is clear in the rules.
- Default to Disclosure: proposed arbitrators always had a duty to disclose conflicts, but now their discretion is limited because “[a]ny doubts the prospective arbitrator may have about whether to make a disclosure shall be resolved in favour of disclosure.” *See* Art. 12(2).
- New disclosure obligations for parties: to assist the arbitrator selection process, each party must submit a list of persons and entities that it believes the prospective arbitrators should consider for disclosure purposes and why. This will help them determine where known conflicts may exist. *See* Art. 12(6).

7. Additional Notable Changes: Modernization allows for efficient communication and lower costs

- Final awards may be executed electronically. Paper copies no longer need to be mailed and executed by each arbitrator, which delayed delivery of the award to the parties. *See* Art. 38(1).
- Written communications with the Secretariat shall also be made by e-mail or other electronic means and, absent request by a party, the Request, Answer, and any Request for Joinder may also be transmitted by electronic means. Parties may want to formalize this in their arbitration clause to ensure efficient commencement of their arbitration by electronic means. *See* Art. 3.
- The tribunal is now free to deliberate virtually, by videoconference or other electronic means, as it deems appropriate. In person deliberation is no longer required. *See* Ar. 19(3).
- The fee schedule has been updated. For disputes below \$10 million, costs have been reduced, with larger disputes now carrying higher costs.

At a glance

Track	Speed	Applies
Highly Expedited (HEAP)	~3 months from first CMC	Opt-in only
Expedited Procedure	Award within 6 months	Automatic under USD 4M (or opt-in)
Standard Procedure	Case-specific deadline set at outset	Default for larger disputes

What we recommend

- **Review your template arbitration clauses.** Decide whether the new USD 4 million expedited default fits your typical dispute. If not, consider whether to include a formal “opt-out” in your templates. If a formal opt-out is not in your arbitration clause, the only way to avoid application of the EPP to an otherwise qualifying dispute is if the parties later agree to opt out. An opposing party may be disinclined to agree once a dispute has commenced, so consideration at the drafting stage is important.
- **Consider a HEAP opt-in for narrow disputes.** For discrete, time-sensitive issues that can sink a deal if they linger, a three-

month track can be a real advantage. We can help you scope which categories of dispute are good candidates.

- **Address the “no written reasons” option deliberately.** An unreasoned award is faster but can raise enforcement questions in some jurisdictions. Due the potential impact, the decision to “opt-in” to an unreasoned award should be considered on a per agreement/clause basis.
- **Engage counsel early when a dispute surfaces.** With claims now due by the first CMC, the front-loaded work happens sooner. Clients should engage with counsel earlier to develop claims well in advance of commencement, especially in light of HEAP.
- **Keep affiliate and ownership records current.** New rules ask parties to flag potential arbitrator conflicts at the outset; clean entity records make this faster.