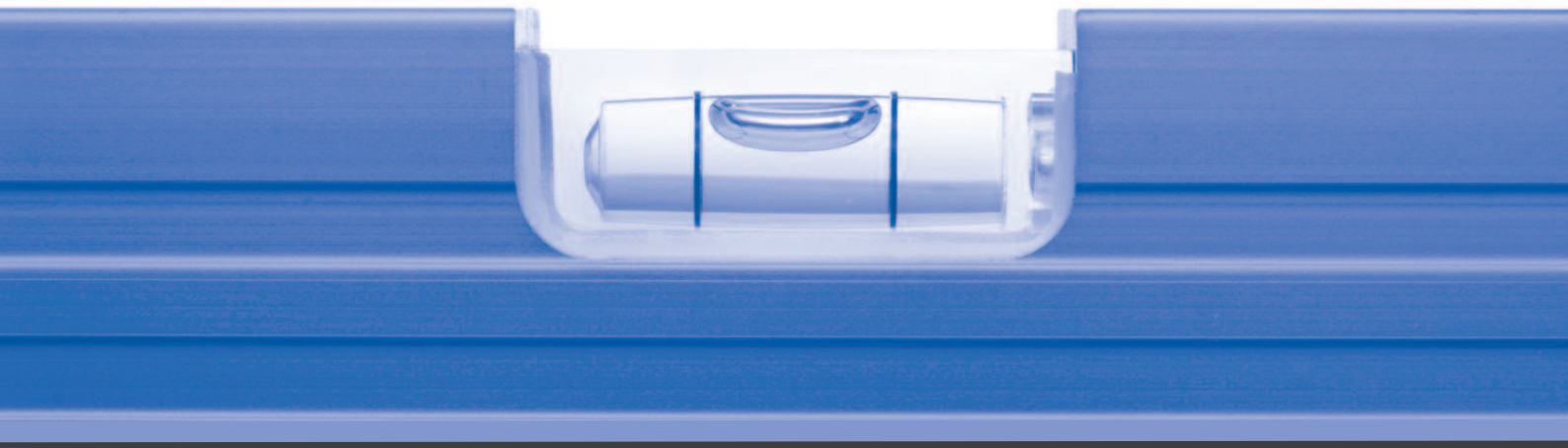

ICLG

The International Comparative Legal Guide to:

International Arbitration 2014

11th Edition

A practical cross-border insight into international arbitration work

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Chapter 18

Croatia

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1 Arbitration Agreements

1.1 What, if any, are the legal requirements of an arbitration agreement under the laws of Croatia?

Pursuant to Art. 6 para. 1 of the Croatian Arbitration Act (Official Gazette No. 88/2001) (hereinafter: CAA), an arbitration agreement is "*an agreement of the parties to submit to arbitration all or certain disputes which have arisen or which in the future may arise between them in respect of a contractual or non-contractual legal relationship. An arbitration agreement may be concluded in the form of an arbitration clause or in the form of a separate arbitration agreement*".

The legal requirements of an arbitration agreement can be summarised as follows:

- Arbitrability of the dispute:
  - the parties may agree on domestic arbitration for the settlement of disputes regarding rights of which they may freely dispose; or
  - the parties may agree on international arbitration if: a) the dispute has an international element; and b) there is no exclusive jurisdiction of Croatian courts.
- Written form – the general principle is that the agreement must be in writing. However, Art. 6 paras 2-6 of the CAA outlines in detail what is considered "written form" and exceptions to the general principle.
- Capacity of the parties to enter into an arbitration agreement and be parties to an arbitration proceeding.

1.2 What other elements ought to be incorporated in an arbitration agreement?

For minimum mandatory requirements of an arbitration agreement please see question 1.1.

Dispositive provisions of an arbitration agreement – on which the parties may agree – include but are not limited to:

- the applicable law;
- rules of procedure;
- the number and appointment of arbitrators;
- any interim measures;
- the language of the proceeding; and
- any written communications.

If the parties fail to exercise their right to agree on the above matters, relevant CAA provisions shall apply to domestic arbitration proceedings.

1.3 What has been the approach of the national courts to the enforcement of arbitration agreements?

National courts interpret extensively the minimum requirements of arbitration agreements, as outlined in question 1.1.

2 Governing Legislation

2.1 What legislation governs the enforcement of arbitration proceedings in Croatia?

The CAA governs the recognition and enforcement of arbitration awards.

2.2 Does the same arbitration law govern both domestic and international arbitration proceedings? If not, how do they differ?

Yes, the CAA governs both domestic (the parties are Croatian natural or legal persons) and international (at least one of the parties is a foreign natural or legal person) arbitration proceedings that are seated in Croatia.

2.3 Is the law governing international arbitration based on the UNCITRAL Model Law? Are there significant differences between the two?

Yes. Although the UML was the main model law in drafting the CAA, there are differences between the two. For example, the difference is in the application of law. Thus, the CAA rather widely applies to all types of arbitration proceedings (not only commercial) that are seated in Croatia (regardless of whether it is a national or international dispute) whereas the UML applies to international commercial arbitration only. Pursuant to the CAA, arbitration is "international" if one of the parties is a foreign citizen or legal person (Art. 2/7 CAA). According to the UML (Art 1/3), there are several elements that can make an arbitration "international" (including the parties, place of arbitration and performance of obligations, and agreement of the parties).

2.4 To what extent are there mandatory rules governing international arbitration proceedings sited in Croatia?

There is no difference in the rules governing domestic and international arbitration (see question 2.2).

3 Jurisdiction

3.1 Are there any subject matters that may not be referred to arbitration under the governing law of Croatia? What is the general approach used in determining whether or not a dispute is "arbitrable"?

The general principle is that the dispute is arbitrable if it refers to the rights the parties may freely dispose of (Art. 3/1 CAA). Non-arbitrable disputes would be, for example, marital (e.g. divorces) and family law disputes (establishment of maternity/paternity, child support, etc.) which must be settled in accordance with the Croatian Family Act before Croatian competent courts.

3.2 Is an arbitrator permitted to rule on the question of his or her own jurisdiction?

Yes, the CAA adopted the *Kompetenz-Kompetenz* principle (Art 15/1 CAA).

3.3 What is the approach of the national courts in Croatia towards a party who commences court proceedings in apparent breach of an arbitration agreement?

Pursuant to Art. 42 of the CAA, if the defendant objects to the courts' jurisdiction at the preparatory hearing or before such hearing, or if no preparatory hearing is held, at the first hearing before the statement of defence is presented, the court shall declare its lack of jurisdiction and the writ shall be dismissed. However, if the court finds that the arbitration agreement is null and void, that it ceased or that it cannot be performed, it will refuse the defendant's objection and continue with the proceeding.

3.4 Under what circumstances can a court address the issue of the jurisdiction and competence of the national arbitral tribunal? What is the standard of review in respect of a tribunal's decision as to its own jurisdiction?

A court's ability to review a tribunal's decision in its own jurisdiction is very limited – in fact, it is only possible in one situation. If a tribunal rules, as a preliminary question, that it has jurisdiction, a party may request that a competent court in Zagreb decides on the tribunal's competency (Art. 15/3 CAA). Any other possible court interventions (e.g. a writ for declaration of invalidity of an arbitration clause) are excluded.

3.5 Under what, if any, circumstances does the national law of Croatia allow an arbitral tribunal to assume jurisdiction over individuals or entities which are not themselves party to an agreement to arbitrate?

Croatian law does not allow an arbitral tribunal to assume jurisdiction over individuals or entities which are not themselves party to an agreement to arbitrate.

3.6 What laws or rules prescribe limitation periods for the commencement of arbitrations in Croatia and what is the typical length of such periods? Do the national courts of Croatia consider such rules procedural or substantive, i.e., what choice of law rules govern the application of limitation periods?

Limitation periods for the commencement of arbitration or court proceedings in Croatia do not differ. Application of limitation periods is governed by substantive rules that apply to the matter in question. The general limitation period for civil obligations is 5 years and in commercial matters is 3 years.

3.7 What is the effect in Croatia of pending insolvency proceedings affecting one or more of the parties to ongoing arbitration proceedings?

The opening of bankruptcy proceedings against one of the parties to the arbitration results in a stay of arbitration proceedings.

If the outcome of the arbitration proceeding may affect the debtor's assets, the bankruptcy trustee shall takeover and continue with the arbitration proceeding on behalf of the debtor in bankruptcy. In the arbitration proceeding, the existence of the creditor's claim should be determined. Unless the claim is secured, the creditor is settled in the bankruptcy proceedings along with other creditors of the same priority.

The effect of the pre-bankruptcy settlement proceedings (reorganisation proceedings) to the pending arbitration proceedings is not explicitly regulated by the Pre-bankruptcy Settlement Proceedings Act (Official Gazette No. 108/12, 144/12, 81/13, 112/13), however it should be interpreted that the same principles apply as in the bankruptcy proceedings.

4 Choice of Law Rules

4.1 How is the law applicable to the substance of a dispute determined?

The arbitral tribunal decides the dispute in accordance with the rules of law chosen by the parties as applicable to the substance of the dispute. If the parties failed to exercise such right, the arbitral tribunal shall apply the law which it considers to be the most closely connected with the dispute. The dispute is decided *ex aequo et bono* only if the parties expressly authorised the tribunal to do so (Art. 27 CAA).

4.2 In what circumstances will mandatory laws (of the seat or of another jurisdiction) prevail over the law chosen by the parties?

The arbitral tribunal may exclude the application of law chosen by the parties only if the chosen rules would be contrary to *ordre public* or the arbitrability of dispute. Otherwise, the award may not be recognised and/or enforced by Croatian courts.

4.3 What choice of law rules govern the formation, validity, and legality of arbitration agreements?

The formation, validity and legality of arbitration agreements is governed by the law designated by the parties. If the parties failed to do so, the applicable law is the law that applies to the substance of the dispute or the law of the Republic of Croatia (Art. 6/7 CAA).

5 Selection of Arbitral Tribunal

5.1 Are there any limits to the parties' autonomy to select arbitrators?

Yes, there are several limitations:

- the agreement of the parties on the appointment of arbitrators must not raise any doubts as to the arbitrators' impartiality and independence, or the equal treatment of parties in the arbitration proceeding;
- if the appointment procedure agreed by the parties fails, the parties must apply the CAA rules of appointment; and
- judges of Croatian courts may be appointed as presiding arbitrators or sole arbitrators only.

5.2 If the parties' chosen method for selecting arbitrators fails, is there a default procedure?

Yes. The CAA provides that if the parties' chosen method for selecting arbitrators fails, each party may request that the arbitral institution, or some other appointing authority, take measures (prescribed by their rules of arbitration). However, if the arbitral institution fails to do so, the president of the Commercial or County Court in Zagreb (depending on the matter at hand) shall appoint the arbitrator(s).

5.3 Can a court intervene in the selection of arbitrators? If so, how?

No, except as outlined in question 5.2.

5.4 What are the requirements (if any) as to arbitrator independence, neutrality and/or impartiality and for disclosure of potential conflicts of interest for arbitrators imposed by law or issued by arbitration institutions within Croatia?

Neither the CAA nor the Zagreb Rules (Rules of Arbitration of the Permanent Arbitration Court at the Croatian Chamber of Economy) defines requirements as to arbitrator independence, neutrality and/or impartiality.

Art. 12 of the CAA imposes a general obligation to disclose all circumstances that are likely to raise doubts about arbitrators' impartiality or independence. If such circumstances would be disclosed, a party may challenge an arbitrator. When determining "the circumstances that are likely to raise doubts about arbitrators' impartiality or independence", in practice, the arbitrators are usually guided by provisions regulating disqualification of judges set out in procedural rules applied to the case at hand.

6 Procedural Rules

6.1 Are there laws or rules governing the procedure of arbitration in Croatia? If so, do those laws or rules apply to all arbitral proceedings sited in Croatia?

Yes, Rules on Arbitration of the Permanent Arbitration Court at the Croatian Chamber of Economy ("Zagreb Rules"). Zagreb Rules will apply only if agreed by the parties.

6.2 In arbitration proceedings conducted in Croatia, are there any particular procedural steps that are required by law?

Procedural rules are agreed by the parties either directly or by reference to any established set of rules. The majority of procedural rules set by the CAA apply only in the absence of the agreement of the parties.

However, general principles set by the CAA, such as equal treatment of the parties, should be applied regardless of the parties' agreement to the contrary. Thus, Art. 23/3 of the CAA is a mandatory provision that imposes an obligation on the arbitrators of timely notification of the parties of each hearing. A further mandatory provision is Art. 23/4 of the CAA which stipulates that all information/documents supplied to the tribunal by one party must be communicated to the other party.

6.3 Are there any particular rules that govern the conduct of counsel from Croatia in arbitral proceedings sited in Croatia If so: (i) do those same rules also govern the conduct of counsel from Croatia in arbitral proceedings sited elsewhere; and (ii) do those same rules also govern the conduct of counsel from countries other than Croatia in arbitral proceedings sited in Croatia?

There are no particular rules that govern the conduct of counsel from Croatia in arbitral proceedings sited in Croatia. Croatian attorneys at law, acting as counsel in arbitration or any other proceedings, are bound by the provisions of the Attorney's Act and Code of Conduct.

6.4 What powers and duties does the national law of Croatia impose upon arbitrators?

Pursuant to Art. 11 of the CAA, arbitrators have the following duties:

- to accept the appointment in writing;
- to conduct arbitration in a timely and expeditious manner in order to avoid any delay in the arbitration proceedings; and
- to duly perform its duties; otherwise the parties may discharge the arbitrator.

The arbitrator has the right to reimbursement of expenses and a fee for the work performed.

6.5 Are there rules restricting the appearance of lawyers from other jurisdictions in legal matters in Croatia and, if so, is it clear that such restrictions do not apply to arbitration proceedings sited in Croatia?

Pursuant to the Croatian Attorney's Act, foreign lawyers are not allowed to practice in Croatia. The exception refers to lawyers from EU countries who are allowed to practise law in Croatia if strict requirements set by the Attorney's Act are met.

These restrictions should also apply to arbitration proceedings.

6.6 To what extent are there laws or rules in Croatia providing for arbitrator immunity?

Arbitrator immunity is not explicitly regulated by Croatian law.

6.7 Do the national courts have jurisdiction to deal with procedural issues arising during an arbitration?

No, except if the defendant raises an objection during the court proceedings to set aside the award or the recognition and enforcement of the award proceedings. The court shall set the award aside or refuse to recognise/enforce it if the defendant proves that he was prevented from presenting the case to the court, that the composition of the arbitral tribunal was not in accordance with the parties' agreement and the law (which could have influenced the award), or that the party was not duly represented in the proceedings, etc.

7 Preliminary Relief and Interim Measures

7.1 Is an arbitrator in Croatia permitted to award preliminary or interim relief? If so, what types of relief? Must an arbitrator seek the assistance of a court to do so?

Art. 16 of the CAA provides that, unless otherwise agreed by the parties, arbitrators are permitted to award any interim measure that the tribunal considers necessary in respect of the subject matter of the dispute. The CAA does not define the types of measures that may be granted by the arbitrators. Croatian legal doctrine holds a standpoint that the term "interim measure" should not be identified with interim measures prescribed by the Croatian Enforcement Act. On the contrary, Art. 16 of the CAA corresponds to Art. 17 of the UNCITRAL Model Law (1985) and should therefore be interpreted in line with the interpretations of the UNCITRAL Model Law.

An arbitrator does not have to seek the court's assistance to grant an interim measure. However, the party may seek enforcement of the measures by a competent court if the opposing party does not undertake them voluntarily.

7.2 Is a court entitled to grant preliminary or interim relief in proceedings subject to arbitration? In what circumstances? Can a party's request to a court for relief have any effect on the jurisdiction of the arbitration tribunal?

Yes, arbitration proceedings may apply to the court for granting interim measures (Art. 44 of the CAA). It is explicitly stated in the CAA that the parties' request to the court for issuance of an interim measure is not incompatible with the arbitration agreement.

Since both arbitrators (Art. 16 CAA) and courts (Art. 44 CAA) have jurisdiction to grant interim measures in the same subject matter, a potential conflict of judicial and arbitral jurisdiction may arise. Although there are no rules regulating such conflict, it should be interpreted that a court may enforce a measure granted by an arbitrator if issuance of such measure has not already been requested from the court.

7.3 In practice, what is the approach of the national courts to requests for interim relief by parties to arbitration agreements?

The CCA gives a right to any party to an arbitration proceeding to request from the court interim relief either before or during the arbitration proceedings. Such interim measures are not incompatible with the arbitration agreement. If requirements set by Croatian Enforcement Act for granting interim relief are met, a Croatian court will accept a party's request and order interim relief.

7.4 Under what circumstances will a national court of Croatia issue an anti-suit injunction in aid of an arbitration?

"Anti-suit injunctions" are not known in the Croatian legal system.

7.5 Does the national law allow for the national court and/or arbitral tribunal to order security for costs?

Yes, the Croatian Conflict of Laws Act regulates the issue of security of costs related to litigation proceedings. The CAA does not regulate security of costs.

8 Evidentiary Matters

8.1 What rules of evidence (if any) apply to arbitral proceedings in Croatia?

Parties are free to agree on the rules of evidence, usually by referring to rules of an arbitral institution. The CAA holds two mandatory provisions which apply regardless of any agreement to the contrary:

(i) parties shall be given sufficient advance notice of any hearing and of any meeting of the arbitral tribunal for the purpose of inspection of goods, other property and documents (Art. 26 para. 3); and

(ii) all statements, documents or other information submitted to the tribunal by one party shall be communicated to the other party, as well as any expert witness report (Art. 26 para. 4).

8.2 Are there limits on the scope of an arbitrator's authority to order the disclosure of documents and other disclosure (including third party disclosure)?

The CAA does not prescribe such limits. Zagreb Rules prescribes that the tribunal may order a party to furnish documents or any other evidence within a set time limit (Art. 22/3).

8.3 Under what circumstances, if any, is a court able to intervene in matters of disclosure/discovery?

The court is only able to intervene if the arbitral tribunal requests legal assistance in disclosure/discovery of evidence.

8.4 What, if any, laws, regulations or professional rules apply to the production of written and/or oral witness testimony? For example, must witnesses be sworn in before the tribunal or is cross-examination allowed?

Oral witness testimony is a general principle provided by the CAA. The arbitral tribunal may request that witnesses answer questions in writing. The CAA also provides that witnesses are not sworn before the tribunal. Cross-examination is allowed.

8.5 What is the scope of the privilege rules under the law of Croatia? For example, do all communications with outside counsel and/or in-house counsel attract privilege? In what circumstances is privilege deemed to have been waived?

Unless otherwise agreed by the parties, arbitration proceedings are confidential (Art. 23/5 CAA). Although the scope of confidentiality is not explicitly prescribed by the law, it is interpreted that privilege refers to the fact that arbitration proceedings are in course, to all information about the proceedings (parties, arbitrators, claims, etc.) as well as any awards rendered. All participants of the arbitral proceedings (arbitrators, parties, counsel, witnesses, experts, etc.) are bound by confidentiality. Communications between clients and attorneys are deemed privileged under the Attorney's Act and Code of Conduct.

Privilege may be waived if required by law, e.g. the award must be presented in enforcement proceedings before the court; such proceedings are public.

9 Making an Award

9.1 What, if any, are the legal requirements of an arbitral award? For example, is there any requirement under the law of Croatia that the Award contain reasons or that the arbitrators sign every page?

The arbitral award shall state the reasons, unless the parties have agreed that no reasons are to be given. It is not necessary that arbitrators sign every page, however, the original and all copies of the award must be signed by all members of the panel of arbitration. The award shall be valid even if one of the members failed to sign it if it is signed by the majority of the members of the arbitral tribunal and the refusal to sign the award is stated in the award.

10 Challenge of an Award

10.1 On what bases, if any, are parties entitled to challenge an arbitral award made in Croatia?

An arbitral award may be set aside by a court, following a party's writ to the court, on the following grounds:

(i) there was no arbitration agreement or the agreement was not valid;

(ii) incapacity of a party to enter into the arbitration agreement, to be a party to an arbitration dispute or if it was not duly represented during the proceedings;

(iii) a party was unable to present its case before the arbitral tribunal;

(iv) the award contains decisions on matters beyond the scope of the submission to arbitration;

(v) the composition of the tribunal was not in accordance with the CAA or the parties' agreement, and that fact could have influenced the award;

(vi) the award has no reasons or the signing of the award is not in line with provisions of the CAA;

(vii) the dispute is not arbitrable; or

(viii) the award is contrary to *ordre public* of the Republic of Croatia.

10.2 Can parties agree to exclude any basis of challenge against an arbitral award that would otherwise apply as a matter of law?

No, provisions regulating legal remedies against arbitral awards are mandatory.

10.3 Can parties agree to expand the scope of appeal of an arbitral award beyond the grounds available in relevant national laws?

No, they cannot.

10.4 What is the procedure for appealing an arbitral award in Croatia?

Arbitral awards cannot be appealed before a court. The parties may agree on appellate proceedings against an award before higher instance arbitral tribunal. The CAA does not hold specific provisions on appellate arbitral proceedings.

11 Enforcement of an Award

11.1 Has Croatia signed and/or ratified the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards? Has it entered any reservations? What is the relevant national legislation?

Yes, Croatia signed and ratified the New York Convention on 26 July 1993, with three reservations:

(i) a reservation against the reciprocity principle (a);

(ii) a reservation against application to commercial legal relationships (c); and

(iii) a reservation with regard to the retroactive application of the Convention (i).

Recognition and enforcement of foreign arbitral awards is regulated by the Croatian Arbitration Act (Official Gazette No. 88/01).

11.2 Has Croatia signed and/or ratified any regional Conventions concerning the recognition and enforcement of arbitral awards?

Croatia is a party to the European Convention on International Commercial Arbitration, signed in Geneva on 21 April 1961.

11.3 What is the approach of the national courts in Croatia towards the recognition and enforcement of arbitration awards in practice? What steps are parties required to take?

Recognition of a domestic arbitration award is not prescribed by the CAA as a condition precedent for its enforcement. This is because the power and effect of final domestic arbitration awards is equalled by final and enforceable judgments of the court. Croatian courts shall enforce a domestic arbitration award unless it is found that the dispute is not arbitrable or the award is contrary to *ordre public* of the Republic of Croatia.

Unlike domestic arbitration awards, foreign awards have to be recognised by a Croatian court before enforcement. A party may request recognition of a foreign arbitration award either in a separate non-litigious proceeding or as a preliminary issue in an enforcement proceeding. If a court recognises an award in an enforcement proceeding as a preliminary issue, such recognition has effect in that proceeding only, *inter partes*. Reasons for refusal of recognition and enforcement of a foreign arbitral award set out in the CAA correspond to the reasons specified in the NY Convention.

11.4 What is the effect of an arbitration award in terms of *res judicata* in Croatia? Does the fact that certain issues have been finally determined by an arbitral tribunal preclude those issues from being re-heard in a national court and, if so, in what circumstances?

A final and enforceable foreign arbitration award recognised by a Croatian court has the same power as a final and enforceable judgment rendered by a Croatian court. As a result, issues finally determined by an arbitral tribunal cannot be re-heard in Croatian courts.

11.5 What is the standard for refusing enforcement of an arbitral award on the grounds of public policy?

Violation of public policy as a ground for refusal of enforcement of an arbitration award is interpreted and applied rather restrictively by

Croatian courts. Otherwise, if the interpretation was extensive, every violation of mandatory provisions of national law would be recognised as a violation of public policy.

12 Confidentiality

12.1 Are arbitral proceedings sited in Croatia confidential? In what circumstances, if any, are proceedings not protected by confidentiality? What, if any, law governs confidentiality?

Please see question 8.5.

12.2 Can information disclosed in arbitral proceedings be referred to and/or relied on in subsequent proceedings?

Yes, it can.

13 Remedies / Interests / Costs

13.1 Are there limits on the types of remedies (including damages) that are available in arbitration (e.g., punitive damages)?

Types of remedies are not prescribed by Croatian arbitration law; the parties are free to request any type of remedy. However, if a Croatian court finds that the remedy is contrary to the public policy of the Republic of Croatia, an arbitration award might be set aside or enforcement of the award may be refused.

13.2 What, if any, interest is available, and how is the rate of interest determined?

Interest rates applied by arbitral tribunals are determined by the law applicable to the case at hand.

The default interest rate in Croatia is determined by the Croatian National Bank semi-annually. Currently, the default interest rate amounts to 15% for transactions between entrepreneurs and 12% for all other transactions. Contracted interest rates cannot exceed default rates.

13.3 Are parties entitled to recover fees and/or costs and, if so, on what basis? What is the general practice with regard to shifting fees and costs between the parties?

Arbitral tribunals decide on arbitration fees and costs following a party's request. A decision is based on the tribunal's evaluation, taking into account all circumstances of the case, and in particular the outcome of the dispute.

13.4 Is an award subject to tax? If so, in what circumstances and on what basis?

The award itself is not subject to tax. However, monetary obligations and/or income from underlying relationships might be taxable. This is judged on a case-by-case basis.

13.5 Are there any restrictions on third parties, including lawyers, funding claims under the law of Croatia? Are contingency fees legal under the law of Croatia? Are there any "professional" funders active in the market, either for litigation or arbitration?

Croatia does not have an arbitration or litigation funding system.

Lawyers' fee are regulated by the "Attorney's Act" and the "Attorney's Tariff". The contingency fee agreements with attorneys are only permissible in property legal matters and up to a maximum 30% of the awarded amount.

14 Investor State Arbitrations

14.1 Has Croatia signed and ratified the Washington Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (1965) (otherwise known as "ICSID")?

Croatia signed and ratified the ICSID Convention on 22 September 1998.

14.2 How many Bilateral Investment Treaties (BITs) or other multi-party investment treaties (such as the Energy Charter Treaty) is Croatia party to?

As of December 2013, Croatia is a party to 58 Bilateral Investment Treaties. Croatia is also a party to the Energy Charter Treaty.

14.3 Does Croatia have any noteworthy language that it uses in its investment treaties (for example in relation to "most favoured nation" or exhaustion of local remedies provisions)? If so, what is the intended significance of that language?

Croatia does not use any particular noteworthy language. Investment treaties contain generally accepted clauses (such as a "most favoured nation" clause or a "fair and equitable treatment" clause). The "exhaustion of local remedies" provision is not used in investment treaties signed by the Republic of Croatia.

14.4 What is the approach of the national courts in Croatia towards the defence of state immunity regarding jurisdiction and execution?

There is no state immunity with respect to jurisdiction or execution, except with regards to execution of certain objects in the state's ownership, as outlined in international agreements and Croatian enforcement rules.

15 General

15.1 Are there noteworthy trends in or current issues affecting the use of arbitration in Croatia (such as pending or proposed legislation)? Are there any trends regarding the type of disputes commonly being referred to arbitration?

During the last few years, the majority of matters referred to the Permanent Arbitration Court at the Croatian Chamber of Economy were construction disputes. Construction arbitrations are a noteworthy trend and such arbitrations have had a significant impact on the Croatian economy and infrastructure investments.

The Permanent Arbitration Court plans to start making draft amendments to the Croatian Arbitration Act during 2014, in cooperation with the Ministry of Justice.

15.2 What, if any, recent steps have institutions in Croatia taken to address current issues in arbitration (such as time and costs)?

At the beginning of 2014, the Permanent Arbitration Court at the Croatian Chamber of Economy published its Plan of Activities which includes organisation of educational courses for arbitrators to increase their efficiency and improve the quality of proceedings. Once a year, the court also organises a conference "Croatian Arbitration Days" which addresses all current issues in Croatian arbitration proceedings.

Arbitration costs in arbitration proceedings with the Permanent Arbitration Court are set by the Court's Decision on Costs of 8 July 2003. The Zagreb Rules were amended in 2011 with the main purpose of increasing time and cost efficiency and adopting contemporary international trends in arbitration.

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Miroljub Macesic is the founder and Senior Partner at the Macesic & Partners Law Offices. Macesic has more than 30 years of professional experience, especially in arbitration, dispute resolution, corporate, maritime, banking and finance, insurance and energy law. He is a listed arbitrator with the Permanent Court of Arbitration of the Croatian Chamber of Commerce. Macesic represented a major international oil trader before the International Court of Arbitration (ICC) in a complex energy dispute. Recently, he represented an international trading and consulting company in a commercial dispute with the Croatian Permanent Court of Arbitration and acted as an arbitrator in another commercial dispute with the same arbitration court.
Macesic is a member or associate of a number of Croatian and international associations including the International Bar Association, the International Business Law Consortium, the American Bar Association and the Trial Lawyers of America. He has published a number of articles on issues relating to arbitration, dispute resolution, energy, maritime, M&A and commercial law.

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