

In the matter of the Arbitration Act 1996

and

in the matter of an arbitration

between

	<b>Claimant</b>
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and

	<b>Respondent</b>
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**AGREEMENT TO APPOINTMENT AND TERMS OF ENGAGEMENT OF  
KEVIN P HAYES, FRICS, FCIArb AS ARBITRATOR**

A. A dispute has arisen between

	(name of Claimant) of
	(address)

and

	(name of Respondent) of
	(address)

concerning

the matters in dispute referred to in

	dated
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B. The dispute has been referred to arbitration.

C. The President of ..... has appointed /  
the parties have agreed to appoint Kevin Paul Hayes of Knockmore House, 24  
Culcheth Hall Drive, Culcheth, Warrington, Cheshire WA3 4PT to act as sole  
arbitrator ('the Arbitrator') to determine the dispute.

D. The Arbitrator has accepted the appointment.

**By this Agreement the Claimant and the Respondent agree:**

1. That the Arbitrator is to determine the dispute.
2. (a) To pay the fees of the Arbitrator at the rate of £..... per hour for all time spent (including time spent travelling) on or in connection with the arbitration. On 1 January 2011 the hourly rate will be adjustable roughly in accordance with the rate of inflation.  
 (b) To pay the expenses of the Arbitrator including all travelling and other expenses and outgoings reasonably incurred by the Arbitrator in connection with the reference, including the cost of obtaining such legal or other advice as in the Arbitrator's absolute discretion he considers it desirable to take. Car mileage expenses will be charged at 60 pence per mile.
3. To pay the Arbitrator's fees and expenses within 10 days of publication of the Arbitrator's award or of receipt of an interim account or, in the event of an agreement being reached prior to the Arbitrator's award, of a final account. Interim accounts will be rendered whenever the Arbitrator considers them necessary.
4. To be jointly and severally liable for the Arbitrator's fees and expenses and to take up any award within 10 days of receipt of the Arbitrator's notice of publication.
5. To provide such sums as security for the Arbitrator's fees and expenses as may be required in writing by the Arbitrator, and in any event before any days set down for a hearing. Sums provided as security will be paid into a client account in the name of K P Hayes Limited. If any interest that accrues in any one year amounts to less than the amount of the hourly rate of the Arbitrator, it will be for the benefit of the Arbitrator.
6. Pending final determination of liability between the parties for the cost of the Arbitrator's fees and expenses, interim accounts and sums required by way of security are to be paid in full by the Claimant unless there is a counterclaim, in which case, the Respondent will be required to pay a proportion of the sums concerned, such sum to be determined by the Arbitrator having regard for the respective amounts of the Claim and Counterclaim.
7. Any fees or expenses not paid within the time limits specified above shall be subject to the addition of simple interest at 5% above the current National Westminster Bank Base Rate from the expiry of the time limit until payment.
8. The fees and expenses of the Arbitrator are to include any time spent chasing payment of fees and expenses or spent obtaining provision of security for the Arbitrator's fees and expenses.
9. All fees (calculated using the above rates) and expenses are subject to Value Added Tax at the appropriate rate. Cheques are to be made payable to K P Hayes Limited.

Signed by or on behalf of		(name of Claimant)
(Signature)	(Name and position of authorised signatory)	

Signed by or on behalf of		(name of Respondent)
(Signature)	(Name and position of authorised signatory)	

Signed by the Arbitrator	(date)
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