

In the matter of an expert determination

between

	Claimant
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and

	Respondent
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**AGREEMENT TO APPOINTMENT AND TERMS OF ENGAGEMENT OF
KEVIN P HAYES, FRICS, FCIArb AS INDEPENDENT EXPERT**

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 expert determination.
- 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 Independent Expert ('the Independent Expert') to determine the dispute.
- D. The Independent Expert has accepted the appointment.

BY THIS AGREEMENT THE CLAIMANT AND THE RESPONDENT AGREE

1. That the terms of reference of the Independent Expert are as set out in the Terms of Reference of Kevin P Hayes, FRICS, FCIArb acting as Independent Expert attached hereto and signed by the parties and the Independent Expert.
2. (a) To pay the fees of the Independent Expert at the rate of £..... per hour for all time spent (including travelling) in connection with the reference.
(b) To pay the expenses of the Independent Expert including all travelling and other expenses and outgoings reasonably incurred by the Independent Expert in connection with the reference, including the cost of obtaining such legal or other advice as in the Independent Expert's absolute discretion he considers it desirable to take. Car mileage expenses will be charged at 60 pence per mile.

3. To pay the Independent Expert's fees and expenses within 7 days of notification that the Independent Expert has completed preparation of his Decision or of receipt of an interim account or, in the event of an agreement being reached prior to the Independent Expert's Decision, of a final account. Interim accounts will be rendered whenever the Independent Expert wishes subject to accounts not being more frequent than monthly.
4. To be jointly and severally liable for the Independent Expert's fees and expenses.
5. That the Independent Expert has a lien on his Decision pending payment in full of his fees and expenses in accordance with these terms of engagement.
6. That the Independent Expert is not liable to the parties for anything done or omitted in the discharge or purported discharge of his functions as the Independent Expert unless the act or omission is in bad faith, and that any employee, assistant or agent of the Independent Expert is similarly protected from liability.
7. To provide such sums as security for the Independent Expert's fees and expenses as may be required in writing by the Independent Expert, and in any event before any time set down for a meeting or 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 Independent Expert, it will be for the benefit of the Independent Expert.
8. Pending final determination of liability between the parties for the cost of the Independent Expert'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 Independent Expert having regard for the respective amounts of the Claim and Counterclaim.
9. 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.
10. The fees and expenses of the Independent Expert are to include any time spent chasing payment of fees and expenses or spent obtaining provision of security for the Independent Expert's fees and expenses.
11. All fees 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 Independent Expert	(date)
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