

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

of

and

of

concerning

the matters in dispute referred to in

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B. The dispute has been referred to arbitration.

C. The Parties have agreed to the appointment of Kevin Paul Hayes 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 £285.00 per hour for all time spent (including time spent travelling) on or in connection with the arbitration. On 1 January 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 7 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 7 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.
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 proportion to be determined by the Arbitrator having regard for the respective amounts of the Claim and Counterclaim.
7. 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.
8. The fees and expenses of the Arbitrator are not subject to Value Added Tax. Fees are to be paid by BACS or CHAPS direct into the bank account of K P Hayes Limited.
9. Where the Parties are professionally represented, the representative or advocate shall owe like duties to the Arbitrator as he or she would when conducting a case before a court in the jurisdiction of England and Wales or Scotland, as the case may be.
10. The Arbitrator reserves the right to direct that any meeting or hearing of the Parties before him is conducted virtually by way of a video conference to be arranged by whichever of the Parties the Arbitrator directs.

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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