

Form of Appointment of Anthony Glaister FCI Arb as Arbitrator

In the matter of a reference to Arbitration between:

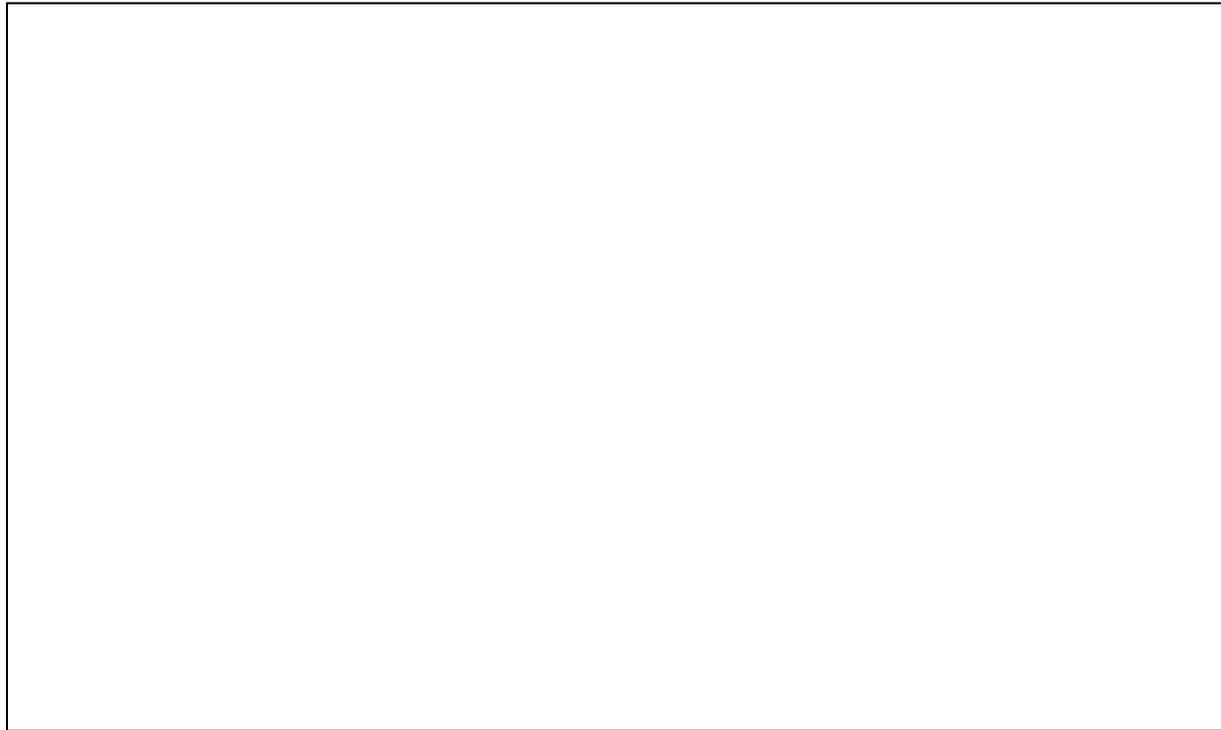
PARTY A:

Name: _____
Address: _____ _____
Representative's Name: _____
Address: _____ _____
Tel: _____ Fax: _____ E-mail: _____

PARTY B:

Name: _____
Address: _____ _____
Representative's Name: _____
Address: _____ _____
Tel: _____ Fax: _____ E-mail: _____

Brief of the dispute – if possible this section should include details of the factual basis, key documents such as the partnership deed or subject contract, the potential values, applicable arbitration rules if any etc to enable me to take a view on the most appropriate preliminary directions so that I can deal with the issues in dispute proportionately and effectively. Please feel free to use the following space or append the details on a separate sheet or instead append the Notice to Arbitrate:



1. Anthony Glaister of Hawk Creative Business Park Hawkhills Easingwold YO61 3FE has been appointed by the parties and the Arbitrator agrees to act as sole Arbitrator in this matter, to determine by his arbitration and award all issues which are now or which might become in issue between the above-mentioned parties. Save as excluded below the terms and provisions of the Arbitration Act 1996 shall apply to this arbitration.
2. **The parties agree as follows:-**
 - (a) They shall be jointly and severally responsible for and shall pay the Arbitrator's fees and charges in accordance with Schedule 1 to this appointment, whether or not the arbitration reaches a hearing or award;
 - (b) They shall provide any security that the Arbitrator might from time to time require which shall be provided equally between them;
 - (c) They shall take up each and every award within 21 days after receipt of notice of publication;
 - (d) In the event of a settlement of all or any of the matters in dispute or difference they shall promptly inform the Arbitrator of the terms of such settlement in order that they might be incorporated in a final consent award;
 - (e) The parties shall act directly or through their representatives in a manner that is both reasonable and proportionate to the complexity and value of the issues arising in the arbitration;
 - (f) The parties agree that all correspondence and notes of conversations with the arbitrator will be disclosed to the other party.

3. **arbitrator agrees as follows that:**

- (a) He will undertake the tasks given with all due skill, care and expedition in accordance with the professional standards expected of him; in exercising those standards he shall at all times deal with the case in ways which are proportionate to the value claimed, the complexity of the issues, the importance of the case and the financial position of each party;
 - (b) He confirms that from the information given to him no conflict of interest arises in his accepting his appointment, and if any cause for concern arises whatsoever he shall inform the parties of those concerns and take such action as is appropriate;
 - (c) He has appropriate professional indemnity cover, the terms of which are available to the parties if they wish to see them;
5. The Arbitrator shall enjoy the authority and have right to exercise all powers provided by the Arbitration Act 1996 (including those under Sections 35 relating to consolidation and 39 relating to the power to make provisional awards) and all matters commonly referred to as 'default powers' save as expressly agreed between the parties in writing; and they confirm that they have not entered into any agreement which might in any way limit or define the Arbitrator's authority or powers save as provided within this agreement ; and the parties are to notify the Arbitrator immediately upon any subsequent agreement which might have the effect of limiting or amending his authority or powers or otherwise affecting the conduct of this reference.
6. The parties agree that the jurisdiction of the High Court under Sections 45 relating to determinations of preliminary points of law and 69 relating to appeals on points of law shall be and are hereby excluded in respect of this arbitration (***this clause is often deleted if the parties wish to retain the right to apply for such a determination***).
7. In the event that the parties require the Arbitrator to act as either a Neutral Assessor, Conciliator or Adjudicator (outside the confines of the Arbitration Act 1996) or a Facilitator or Mediator, then separate conditions and rates may apply. The procedure will be altered accordingly. Please be aware of the difficulties facing arbitrators who are asked to be mediators part way through (*Glencot Developments v Ben Barratt 2001*).
8. Upon confirmation of his appointment the Arbitrator may ask for a summary of the dispute and will arrange a preliminary meeting by phone, videolink or in person as soon as convenient and a draft Aide Memoire will be provided to the parties on acceptance of his appointment.
9. If certain arbitration rules have been adopted by the parties the arbitrator shall confirm that the rules apply in his initial communications with the parties. These rules shall take precedence over the terms herein unless otherwise agreed. An example may be the Business Arbitration Scheme (BAS) run by the CIArb where fixed fees apply.

SCHEDULE NO. 1

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|-----|---------------------------------------|------------------------|
| (a) | Acceptance fee: | Nil |
| | Hourly rate: | £180.00 or as agreed |
| | Daily rate (of any length): | £1,200.00 or as agreed |
| | Travelling expenses (at 50p per mile) | At net cost: |
| | Out of pocket expenses: | At net cost |
- Value added tax may apply
- (b) The above hourly and daily rates shall apply at all time spent for the arbitration whether or not the matters reach a hearing or an award.
 - (c) Accounts shall be rendered to the representatives or the parties at such times or intervals as might be determined by the Arbitrator, and shall be settled within 21 days save in respect of accounts rendered as at the publication of an award where if required payment should be made as a condition precedent for the release of the award (see 'e' below).
 - (d) In the event that any account is not paid within 21 days of the invoice date, interest thereafter will be charged at the rate of 2% above the minimum lending rate of Lloyds TSB Bank Plc or at the rate allowed by statute whichever is the higher.
 - (e) The Arbitrator shall have the right to exercise a lien over all orders, directions, determinations and awards.
 - (f) The above rates shall apply for 3 months from the date of the appointment and shall thereafter be open to review or amendment at the discretion of and upon notice by the Arbitrator.
 - (g) It is common practice for Arbitrators to charge an abatement against time reserved in case of settlement or other termination of the case prior to the commencement of the reserve period. Often reserved time can be utilised elsewhere on other activities, and it is not the arbitrators practice to charge cancellation fees unless the cancellation is very last minute ie within 5 working days when a reasonable abated fee is agreed.

SCHEDULE NO. 2

If there are any additional conditions attached to the appointment, they are either added to this section or otherwise annexed to these terms of appointment:

Dated the of 2016

Agreed for and on behalf of Party A:

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Agreed for and on behalf of Party B:

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Agreed by Anthony Glaister FCI Arb as Arbitrator

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