

**AGREEMENT FOR THE APPOINTMENT OF
DEREK PYE LLB (Hons) FRICS FCI Arb MAE, Barrister at Law AS ARBITRATOR
[Ref : 08arbap1]**

A dispute has arisen, between the Claimant and Respondent [**Parties**] as identified below, in respect of an agreement between the **Parties** on a contract known as The said **Parties** appoint Derek Pye LLB (Hons) FRICS FCI Arb MAE, Barrister at Law [**Arbitrator**] to act as the sole arbitrator in the dispute to decide such matters which are now or which might become in issue between us.

..... **Claimant**
 **Respondent**

The **Arbitrator** agrees to act in the dispute.

The said **Parties** agree to be jointly and severally liable to the **Arbitrator** in respect of all matters covered by this Agreement and further agree: -

- (i) to pay the **Arbitrator's** fees and expenses and other disbursements calculated in accordance with the Schedule of Charges and schedule of abatements attached hereto and referenced '**08arbbsc1**' and '**08arbsa1**' respectively and pay such advance payment or payments to the **Arbitrator** as security in respect of fees and expenses as the **Arbitrator** considers appropriate;
- (ii) to pay the fees requested by the **Arbitrator** in respect of any Award, prior to receiving the Award and within 10 days of notification by the **Arbitrator** that the Award is available for despatch or collection;
- (iii) that the **Arbitrator** has the authority to exercise all powers provided by the Arbitration Act 1996 (including those powers commonly referred to as the 'default powers') save as expressly agreed between the **Parties** in writing and specifically notified to the **Arbitrator** by annexure to this Form of Appointment; [Annexure attached YES/NO – delete as appropriate]
- (iv) that they have not entered into any other agreement which in any way may limit or define the **Arbitrator's** authority or powers save as specifically notified to the **Arbitrator** by annexure to this Form of Appointment; [Annexure attached YES/NO – delete as appropriate]
- (v) to undertake to advise the **Arbitrator** immediately upon any subsequent agreement which might have the effect of limiting or amending the **Arbitrator's** authority or powers;
- (vi) that the jurisdiction of the High Court under Section 69 only of the Arbitration Act 1996 shall be excluded in respect of this arbitration; [delete if not required]
- (vii) to pay Value Added Tax as applicable;

The Parties hereby grant consent to the Arbitrator's pupil or pupils to attend any meeting or hearings in this dispute subject to the right of the Parties to object to the attendance of any such pupil or pupils on the grounds of possible conflict of interest.

Signed by or on behalf of the **Parties**

Claimant Respondent

Capacity of Signatories
(If acting as agents)

Dated

Signed by the **Arbitrator**
Derek Pye

Dated