

Pye Associates

Terms of Engagement

Acting as an Arbitrator

Whereas a dispute has arisen between The Claimant Party and The Respondent Party over works at
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1. The Arbitrator is Michael Pye MSc DipArb FCIQB FCI Arb CARb of Pye Associates, Downs Court, 29 The Downs, Altrincham, Cheshire WA14 2QD.
2. The dispute has been referred to arbitration pursuant to the Arbitration Act 1996.
3. The Arbitrator, having been agreed between the parties or nominated by an Arbitrator Nominating Body or named in the contract between the parties under which the dispute has arisen, has accepted the appointment.
4. The parties jointly and severally agree as follows:
 - 4.1. A minimum non-returnable commitment fee of £1,500 plus Value Added Tax as applicable will be paid by the Claimant Party forthwith: this amount to be set off against fees and expenses, otherwise payable under this Schedule, should such fees and expenses equal or exceed the amount of this minimum fee.
 - 4.2. To pay the fees and expenses of the Arbitrator at the rate of £.....per hour (charged at 12 minute increments unless subject to a minimum period as specified herein) for all time engaged upon the duties of the reference, other than the Hearing (irrespective of whether the matter reaches a Hearing or Award), together with all expenses, disbursements and outgoings, incurred.
 - 4.3. To pay the fees and expenses of the Arbitrator at the rate of £.....per hour, for time spent at the Hearing, or Interlocutory Meetings, with a minimum charged per day (for Interlocutory Meetings) of £.....per day.
 - 4.4. Where the Arbitrator travels inter-city, air or rail travel shall be first class. Travel time other than that spent reading in connection with this arbitration, will be charged at half the above quoted hourly rate.
 - 4.5. Once dates for a Hearing or Interlocutory Meetings have been fixed, a fee shall be payable for time set aside and not spent, calculated as a percentage of the time charge set out above, according to the period of notice before the first day fixed for the Hearing or Meeting as follows:
 - 4.5.1. More than 3 months Nil
 - 4.5.2. Between 1 and 3 months 25%
 - 4.5.3. Between 1 week and 1 month 40%
 - 4.6. All fees and expenses to be subject to the addition of Value Added Tax at the appropriate rate.
 - 4.7. The Arbitrator may issue interim fee notes quarterly and these are payable by the Claimant, 14 days after issue, unless otherwise directed. Interest will be

charged on any fees remaining unpaid 14 days after issue, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

- 4.8. Even where the parties have made an agreement under s.38(3) of the Arbitration Act 1996, the Arbitrator shall still retain the power to order security for his own fees and expenses. In such an eventuality, the parties shall lodge such security as in respect of such fees and expenses as the Arbitrator may, at his absolute discretion direct.
- 4.9. All outstanding fees and expense are payable on taking up the Award or 10 days after notification that the Award is ready for collection, whichever is earlier.
5. In the event of a settlement of the dispute by agreement between the parties before an Award is made, the fees and expense of the Arbitrator properly payable shall be paid by the party or parties responsible for doing so under the terms of the settlement within 14 days of issue of an invoice by the Arbitrator.
6. The fees and expenses of the Arbitrator shall include any time spent chasing payment of his fees and expenses.
7. In the event that the Arbitrator is empowered, under s.37 of the Arbitration Act 1996, to take legal or technical advice, the Arbitrator will:
 - 7.1. discuss with the parties the choice of legal or technical advisor; and
 - 7.2. show the parties the advice received or tell them the substance of the advice if given orally; and
 - 7.3. give the parties the opportunity of addressing him briefly upon it, if they so wish, before he finally decides the point (as provided for in s.37(1)(b) of the Arbitration Act 1996).
8. Following conclusion of the Arbitration, the Arbitrator may destroy or return any documentation provided by the parties.
9. These terms and conditions of engagement shall be interpreted in accordance with the law of England.