

## Terms of Engagement

Acting as Adjudicator

Whereas a dispute has arisen between .....The Referring Party  
and ..... The Responding Party over works at  
.....

1. The Adjudicator is Michael Pye MSc DipArb FCIOB FCI Arb CARb of Pye Associates, Downs Court, 29 The Downs, Altrincham, Cheshire WA14 2QD.
2. The dispute has been referred to adjudication pursuant to the contract/Housing Grants, Construction and Regeneration Act 1996/Local Democracy, Economic Development and Construction Act 2009 (delete as applicable).
3. The Adjudicator, having been agreed between the parties or nominated by an Adjudicator Nominating Body or named in the contract between the parties under which the dispute has arisen, has accepted the appointment.
4. The parties shall be jointly and severally liable for payment of the fees and expenses of the Adjudicator. The following provisions of these terms of engagement are without prejudice to the joint and several liability of the parties in that respect.
5. The parties jointly and severally agree as follows:
  - 5.1. A minimum non-returnable commitment fee of £1,000 plus Value Added Tax as applicable will be paid by the Referring 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.
  - 5.2. To pay the fees and expense of the Adjudicator at the rate of £.....per hour (charged at 12 minute increments) for all time engaged upon the duties of the reference, together with expenses, disbursements and outgoings, incurred.
  - 5.3. Where the Adjudicator travels by car in the carrying out of the duties of the reference, for example to attend meetings and/or site inspections, to pay a mileage allowance of 60p per mile.
  - 5.4. All fees and expenses to be subject to the addition of Value Added Tax at the appropriate rate.
  - 5.5. The Adjudicator may issue interim fee invoices at any time prior to the publishing of the Decision. Invoices are payable within 7 days of the date of issue as directed. Interest will be charged on any fees remaining unpaid 7 days after issue, at 8% over the current National Westminster Bank Base Rate from the date the invoice(s) should have been paid until the date(s) the invoice(s) are paid.
  - 5.6. The fees and expenses of the Adjudicator shall include any time spent chasing payment of his fees and expenses.

- 5.7. In the event that the reference is discontinued and/or the parties reach a settlement and/or the reference is abandoned and/or the Adjudicator's appointment is revoked and/or it is necessary for the Adjudicator to resign before a Decision is reached, the fees and expenses of the Adjudicator properly payable shall be paid in the first instance by the Referring Party.
6. Neither the Adjudicator, nor any agent and/or employee of the Adjudicator, shall be liable for anything done or admitted to be done in the discharge or purported discharge of duties as Adjudicator, unless such discharge or purported discharge can be shown to have been in bad faith.
7. The parties shall indemnify the Adjudicator, employees and/or agent thereof, from any action by third parties who may be affected in any way by the Decision.
8. The Adjudicator gives no undertaking that the Decision will be enforced by the court and payment of fees and expenses is not conditional upon the Decision being enforced.
9. Following conclusion of the adjudication, the Adjudicator may destroy or return any documentation provided by the parties.
10. These terms of engagement shall be interpreted with the law of England.