

Pye Associates

Terms of Engagement

Acting for a Party

Whereas a dispute(s) has arisen between and
..... regarding works at
.....

1. Pye Associates, Downs Court, 29 The Downs, Altrincham, Cheshire WA14 2QD has been engaged by (“the Engaging Party”) to act on its behalf in the bringing of a claim(s) and/or the defending of a claim(s) regarding the above dispute(s) and Pye Associates has accepted the engagement.
2. Now, Pye Associates and the Engaging Party agree as follows:
 - 2.1. That the Engaging Party shall pay the fees and expenses of Pye Associates at the rate of £.....per hour (charged at 12 minute increments) for all time spent in acting for the Engaging Party.
 - 2.2. Where Pye Associates travels by car in the carrying out of duties in acting for the Engaging Party, for example to attend meetings and/or site inspections, to pay mileage allowance of 60p per mile.
 - 2.3. All fees and expenses to be subject to the addition of Value Added Tax as applicable at the appropriate rate.
 - 2.4. To pay interim invoices issued by Pye Associates within 14 days of the date of issue.
 - 2.5. To pay simple interest at the rate of 8% above the National Westminster Bank Base Rate from the date invoice(s) should have been paid until invoice(s) are paid.
 - 2.6. CEDR Solve. Nothing in this clause shall prevent any party seeking a preliminary injunction or other judicial relief at any time if, in its judgment, such an action is necessary to prevent irreparable damage.
3. In the event that a dispute(s) may arise between Pye Associates and the Engaging Party it is agreed that such dispute(s) shall be referred to arbitration in accordance with the Arbitration Act 1996 and the CEDR Solve’s Arbitration 125 Rules (2011 Edition, or as amended), which Rules are deemed to be incorporated by reference to this clause, by an sole arbitrator appointed by CEDR Solve. Nothing in this clause shall prevent any party seeking a preliminary injunction or other judicial relief at any time if, in its judgment, such an action is necessary to prevent irreparable damage.
4. These terms of engagement shall be interpreted in accordance with the law of England.