

AGREEMENT FOR THE APPOINTMENT OF AN ARBITRATOR :

Andrew Noble LLB (Hons.) [Man], FRICS, FCIArb, Barrister at Law, Chartered Surveyor & Chartered Arbitrator

BETWEEN:

Claimant's Name

First Respondent's Name

Whereas dispute(s) and/or difference(s) have arisen between the Claimant and Respondent ("the Parties") in respect of

The Parties jointly and individually agree as follows:

To appoint Andrew Noble, Enterprise Chambers, 9 Old Square, Lincoln's Inn, London, WC2A 3SR ("the Arbitrator") who agrees to act as the sole arbitrator to decide such matters which are now or which might become in issue between the Parties.

To pay the Arbitrator's fees and expenses and other disbursements requested by the Arbitrator (whether the Arbitration reaches a hearing or not) and in any event within 7 days of notification by the Arbitrator that the Award is available for despatch or collection, calculated in accordance with the Schedule of Charges and schedule of abatements attached hereto and referenced '**Appendix A**'

The Parties further Agree:

Arbitrator's Powers

1. 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*]

2. That the Parties have not entered and will not in the future enter 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*]

Settlement

3. If the parties settle their disputes and/or differences, the Arbitrator shall be notified in writing forthwith, who shall issue an Agreed Award incorporating the agreed terms of settlement after satisfying himself that the negotiated settlement covers all matters in dispute between the parties.

Security

4. The arbitrator may require and the Parties to agree to provide security for the due payment of his fees and expenses if he so Orders the same in writing.

Interim payments

5. The Arbitrator shall be entitled to interim payments on account, in respect of his fees and expenses, as he shall in Order in writing.

Knowledge and Experience

6. The Arbitrator shall be allowed to rely upon his own knowledge and expertise as a Chartered Surveyor.

Appeals

7. 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]

Attestation/ Signature Block

Signed by or on behalf of the Parties:

Claimant

Capacity of Signatories:

Date:

First Respondent

Capacity of Signatories

Date:

The Arbitrator
Andrew Noble
Date:

