

ARBITRATION AGREEMENT

1. This Arbitration Agreement is made between *[set out the names and addresses of the parties]* :

A. _____

B. _____

2. Disputes and differences have arisen between the parties as to *[set out a brief description of the nature of such disputes or differences]* :

a) _____

b) _____

3. The parties are unable to resolved the disputes or differences by agreement and have agreed to refer the disputes or differences or such part as remain unresolved to arbitration in accordance with the Commercial Arbitration Act 1984 as presently amended ('the Act').

4. The parties appoint _____
of _____ Count/City, State _____
as Arbitrator to determine such disputes or differences.

5. The parties each lodge herewith the sum of \$ by way of security for costs of the arbitration proceedings.
6. In the event that the Arbitrator accepts the appointment, it is agreed by the parties as between each of them and as between each of them and the Arbitrator as follows:
- a) that the Arbitrator shall determine the disputes and differences between the parties and any Award made by the Arbitrator shall, subject to the Act, be final and binding on the parties ;
 - b) that the parties shall at all times do all things which the Arbitrator requires to enable a just Award to be made and no party shall wilfully do or be done any act to delay or prevent an Award being made ;
 - c) that *(cross out whichever clause is inappropriate)* :
 - (i) the parties shall appear before the Arbitrator personally or, where party is a body of persons whether corporate or unincorporated, by an officer, employee or agent of the body ;
 - (ii) the parties may be represented by a duly qualified legal practitioner or other representative ;
 - d) that the Arbitrator in conducting proceedings shall not be bound by rules of evidence but may inform himself in relation to any matter in such a manner as the Arbitrator thinks fit ;
 - e) that the Arbitrator shall make his Award in writing and shall deliver a copy of the Award signed by him to each of the parties ;
 - f) that the Arbitrator shall have the power to make an Interim Award or determine part of the disputes or differences as the Arbitrator thinks fit ;
 - g) that the costs of the parties of and incidental to the reference to arbitration and of the Award, and the costs, expenses and fees of the Arbitrator shall be in the discretion of the Arbitrator and he may direct what amount, to and by whom and in what manner and when the same or any part thereof shall be paid and may direct that the amount of such costs, in the absence of agreement between the parties, be taxed or settled as between party and party or as between solicitor and client in the Court ;
 - h) that the costs of the use of premises for the purpose of holding the arbitration and the costs, expenses and fees of the Arbitrator shall, until the Arbitrator makes his Award, be paid and borne equally by the parties hereto

provided always that the ultimate burden of all the said costs, expenses and fees shall be in the discretion of the Arbitrator in the manner set forth in clause (g) hereof. The parties agree to indemnify each other in respect of any payment or payments made by them or either of them in excess of their obligations as ultimately determined under clause (g) hereof ;

- i) that the parties agree that the County Court shall have jurisdiction under the Commercial Arbitration Act 1984 and a reference in the Act or this agreement to the Court is, in relation to the agreement, a reference to the County Court ;
- j) that the authority of the Arbitrator is irrevocable.

DATED this day of 2000

Signed by [Party A] :

Signed by [Party B] :