

[SINGLE ARBITRATOR]

IN THE MATTER OF THE ARBITRATION ACT 1996 (“the Act”)

## Kings Arbitration Agreement

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This Arbitration Agreement (“Agreement”) is made on the [ ] day of [ ]

**BETWEEN:**

(1) [ ] (“the **Applicant**”)

**AND:**

(2) [ ] (“the **Respondent**”)

(Collectively “the **Parties**”)

**AND:**

(3) [ ] (“the **Arbitrator**”) of Kings Arbitration Service

**Dispute**

1. A dispute has arisen between the Parties in that [ ]  
  
 (“the **Dispute**”).
2. The Parties agree that the Dispute shall be referred to and finally resolved by way of arbitration in accordance with the provision of the Act under the [ ] Rules] (“the **Rules**”).
3. The Applicant is represented by [ ] and the Respondent is represented by [ ]

## THE ARBITRATION

4. The Arbitration shall take place on [ ] at [ ]/at such time and place as agreed between the Parties and the Arbitrator.

### Fees

5. The Arbitrator shall be remunerated at the rate of £ per hour for all work in connection with the Arbitration. The Arbitrator's daily rate is £ unless the parties and the Arbitrator have agreed a fixed fee arrangement.
6. The Parties shall be jointly liable (split 50:50) for:
  - 6.1. the professional fees of the Arbitrator as set out in Clauses 5 and 6 above;
  - 6.2. any cancellation fees due to the Arbitrator under Clauses 15 to 19 ; and
  - 6.3. any disbursements incurred by the Arbitrator under Clause 20.
7. All sums stated in this Agreement are exclusive of VAT.
8. Without prejudice to the provisions of Clause 6 above and the terms of this Agreement, the Arbitrator shall have the power but not the obligation to make such order against one or more of the Parties as he considers appropriate as to the costs of the Arbitration, which shall include the fees and expenses of the Arbitrator and the costs of any hearings and the Parties' legal and other costs in the Arbitration, including administrative costs (if any).

### The Award

9. The Arbitrator shall make his award ("the **Award**") in writing and, unless all Parties otherwise agree in writing, shall state the reasons for his decision. The Award shall be signed and dated by the Arbitrator.
10. The Award shall be final and binding upon the Parties as from the date that it is made.
11. The Award must take into account all monies paid to date to the Arbitrator by the Parties jointly, or the Applicant or the Respondent individually.
12. If the Dispute is settled or abandoned without an Award being made, the Arbitrator shall be entitled to payment for work done and disbursements incurred in accordance with Clause 4 above.

13. Any sums due under this Agreement must be paid in full before the Award is handed over. If only one party is prepared to take up the Award, all fees and disbursements must be paid irrespective of whether they are apportioned or not.

#### **Impartiality**

14. The Arbitrator shall be and shall remain impartial and independent of the Parties.

#### **Cancellation**

15. No cancellation fee will be payable in the event of a cancellation or postponement which occurs more than 6 weeks before the start of any hearing of a day or more once fixed by the Arbitrator's direction
16. In the event of cancellation or postponement more than 4 weeks but less than 6 weeks before the start of the hearing 25% of the Arbitrator's daily rate as stated in Clause 5 shall be due and payable for each day thereby cancelled.
17. In the event of cancellation or postponement less than 4 weeks before the start of the hearing 50% of the Arbitrator's daily rate as stated in Clause 5 shall be due and payable for each day thereby cancelled.
18. If the parties enter into a fixed fee arrangement then the cancellation fee due shall be 25% or 50% of the remaining fee as appropriate.
19. Such cancellation fees are payable in addition to any sums which the Arbitrator may be entitled to under this Agreement.

#### **Disbursements**

20. The Arbitrator shall be reimbursed in full in respect of all disbursements and charges reasonably incurred in connection with the Arbitration, including but not limited to travel and accommodation expenses, telephone, fax, delivery and copying in accordance with Clause 5.

#### **Service of Documents**

21. Any document served under the Rules or pursuant to this Agreement (including any Notice of Arbitration or Response) must be served personally or by first class post, registered post, e-mail or facsimile transmission. In the absence of proof to the contrary,

any document served by first class post or by registered post shall be deemed to have been served on the third day after the date of posting or, in the case of any document served by e-mail or facsimile transmission, on the date such facsimile transmission was sent.

22. The Parties shall send copies of correspondence between them to the Arbitrator only if it pertains to a matter in which the Arbitrator is required to take some action or to be appraised of some relevant event.

#### **Arbitrator's Immunity from Suit**

23. The Arbitrator shall not be required to be a party or witness in any judicial or other proceedings arising out of the Arbitration.
24. The Arbitrator shall not be liable to any party in respect of any act or omission in connection with any matter related to the Arbitration, save in relation to the consequences of bad faith.

#### **Confidentiality**

25. The Arbitrator shall preserve and respect the confidentiality of the Arbitration, including the issues in dispute and the evidence and arguments presented by the Parties.
26. Save as otherwise required under the Rules and except with the prior written agreement of the Parties, no disclosure shall be made to any third party of the existence of the proceedings, the contents of any documents or other evidence produced in the Arbitration or any procedural decision of the Arbitrator or the Award, any part of them save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce an award.

#### **Applicable Law**

27. This Agreement shall be governed by English law. Save as otherwise agreed between the Parties and the Arbitrator, the Arbitrator shall apply English law (both procedural and substantive) and the Arbitration shall take place in England.

#### **Counterparts**

28. This Agreement may be signed in any number of counterparts and by the Parties on different counterparts, but shall not be effective until each party has signed at least one counterpart.

Signed.....

Signed.....

For and on behalf of the Applicant

For and on behalf of the Respondent

Date:

Date:

Signed.....

By the Arbitrator

Date: