

Terms of Appointment as Adjudicator:

1. Anthony Glaister of ICON Business Centre, Thorpe Park Leeds, LS15 8GB has been appointed as an Adjudicator the details of which are contained within the accompanying correspondence:
2. **The parties accept:-**
 - (a) Howsoever I decide who pays my costs within any decision I make, the parties shall be jointly and severally responsible for and shall pay my fees and charges in accordance with Schedule 1 to this appointment, whether or not the adjudication reaches a decision;
 - (d) In the event of a settlement of all or any of the matters in dispute or difference they shall promptly inform me of the terms of the settlement and advise me whether they want the terms set out in an agreement;
 - (e) The parties shall act directly or through their representatives in a manner that is both reasonable and proportionate to the complexity and value of the issues arising in the adjudication;
 - (f) The parties agree that all correspondence and notes of conversations with me will be disclosed to the other party.
3. **The adjudicator agrees as follows that:**
 - (a) I will undertake the tasks given with all due skill, care and expedition in accordance with the professional standards expected of me as adjudicator; in exercising those standards I shall at all times deal with the case in ways which are proportionate to the value claimed, the complexity of the issues, the importance of the case and the financial position of each party;
 - (b) I confirm that from the information given to me no conflict of interest arises in accepting this appointment , and if any cause for concern in this respect arises whatsoever I should be informed by the parties of those concerns and take such action as is appropriate;
 - (c) I shall give reasons for my decision unless otherwise told not to do so.
4. In the event that the parties require the Arbitrator to act as either a Neutral Assessor, Conciliator or Adjudicator (outside the confines of the Arbitration Act 1996) or a Facilitator or Mediator, then separate conditions and rates may apply. The procedure will be altered accordingly. Please be aware of the difficulties facing arbitrators who are asked to be mediators part way through (*Glencot Developments v Ben Barratt 2001*).
5. The adjudication will terminate (bar the alteration of any slips or omissions within 2 working days thereafter) upon the issuance of my decision. Otherwise it shall terminate upon either the written agreement of both parties or on my being ordered by the court to stand down.

SCHEDULE NO. 1

(a)	Hourly rate:	£180.00
	Daily rate (of any length):	£900.00
	Travelling expenses (at 35p per mile)	At net cost:
	Out of pocket expenses:	At net cost
	Room hire in ICON	£20 ph

Value added tax shall be added at the appropriate rates

- (b) The above hourly and daily rates shall apply at all time spent for the adjudication whether or not the matters reach a decision.
- (c) My accounts shall be settled within 14 days of the release of my decision.
- (d) In the event that any account is not paid within 14 days of the invoice date, interest may be charged at the rate of 4% above the minimum lending rate of Lloyds TSB Bank Plc.