

Professor Grant Jones, 350 Riverside, Milk Yard, Garnet Street, London E1W 3SU.

*My communication details and the details of ***** Ltd are noted on either the covering e-mail or on my website :<http://gmjones.org>*

Dated **/**/**.

Arbitrator terms of engagement: In the matter of the ad hoc arbitration between ABC LLP & XYZ LLP (together the "Arbitrants") under the Arbitration Act 1996 (the "Act") concerning a dispute arising out of an agreement dated **//** (the "Arbitration").**

Dear Sirs,

Further to our meeting I would be pleased to accept appointment as an arbitrator in the Arbitration on the following terms.

(A). Introduction.

(I). This letter sets out the terms on which I regard myself as being appointed arbitrator, including the scope of the work to be undertaken (the "Scope") and the basis upon which fees will be charged.

(II). This letter is addressed to the Arbitrants' solicitors on the basis that those solicitors have advised that all documentation should be forwarded to themselves.

(B). Scope.

(I). I am to be appointed as an arbitrator. Whilst I may be qualified as inter alia, a solicitor and a chartered accountant, my appointment as an arbitrator will not constitute the giving of legal or accounting advice. Further, as has been confirmed by the relevant professional bodies, practising as an arbitrator does not constitute the practice of law, nor the practice of accountancy. This is regardless of whether the appointment was instigated or supported by any professional body associated with the practice of law or of accountancy. Thus it should be emphasised, I do not and will not have a solicitor-client-relationship with the Arbitrants.

(II). The Arbitrants, to the extent that they have not already done so, should take their own legal advice as to the legal nature of an arbitration appointment and the powers of an arbitrator, especially the powers of an arbitrator under the Act. Further details can be obtained from my website: <http://gmjones.org>.

(C). Retainer.

At any time I may ask for a retainer by way of prepayment (i.e. a payment on account) if I consider a prepayment is in my absolute discretion, required. It should be clearly understood that the total cost and disbursements in the Arbitration, may exceed any retainer.

(D). *** Ltd.**

I am the sole director and 100% shareholder of ***** Ltd. ***** Ltd is VAT registered and will issue invoices for on my behalf for my services in the Arbitration. The arbitration contract is therefore with ***** Ltd.

(E). Staffing.

I will be your main point of contact. However I may call upon secretarial and administrative support, but this support is encompassed within the hourly rate.

(F). Fees.

(I). The costs of the Arbitration will be on a time-costs-basis, determined by reference to the amount of time spent on the matter. As is usual in arbitration, a substantial amount of time will be spent upon thinking about the issues involved and drafting any award. My current hourly rate is £400 per hour, plus VAT, to be invoiced through ***** Ltd.

(II). Hourly rates are reviewed annually and new rates will be automatically applied to bills after each review.

(III). In line with standard professional practice, there may be a very unlikely additional supplement if the work involves special matters necessitating a significant expenditure of time out of normal office hours and having regard to all the circumstances of the Arbitration: including the complexity and novelty of the questions raised; the skill, labour and specialised knowledge involved; the number and importance of documents perused, regardless of length; and the general importance of the matter.

(IV). At this early stage it is difficult to give an accurate estimate of the final fees given the complexities which might arise. The Arbitrants however should consider how they wish to run the Arbitration with a view to reducing costs.

(G). Billing.

Invoices are payable on presentation and will include disbursements and VAT.

(H). Communications, including electronic mail.

(I). In order to reduce costs the preferred method of communication is electronic. Ideally all communications should be via e-mail. All communications with me as arbitrator should be copied to the other Arbitrant and this holds true whether the communication is electronic or not. On no account should Arbitrants contact me separately. If there is a need for a telephone conversation, then a conference call can be arranged via e-mail. As to telephone conference calls I prefer the cost effectiveness of Skype. My Skype address is; grant.meredith.jones: please feel free to establish me as a Skype contact.

(II). As it is envisaged that e-mail will be almost the sole means of communication, it is understood and accepted by the Arbitrants that there is no liability for misdirection, interception, corruption or failure of any e-mail communication arising from any cause reasonably outside the control of the centre.

(I). Conflict of interest.

I have previously drawn the Arbitrants attention to any possible conflicts of interest. The Arbitrants have considered that the same does not preclude my appointment as the Arbitrator.

(J). Liability.

(I). Your attention is drawn to my immunity as an arbitrator under the Act, as further described on my website: <http://gmjones.org>. Additionally it is agreed that this immunity extends to any individual, company, partner, or employees howsoever associated with me or with ***** Ltd; except that as required by statute or good practice, being liability for death or personal injury or for losses and liabilities and costs incurred and resulting directly from my fraud which are not subject to immunity.

(K). Publicity and further action.

(I). I may make reference on a no-name-basis to the type and nature of the Arbitration, when detailing my arbitration experience.

(II). The Arbitrants may not call me as an expert or as a witness in any subsequent proceedings of whatever type or howsoever connected with the Arbitration.

This letter maybe signed in counterpart. Notwithstanding the failure of any of the Arbitrants to formally agree these terms of engagement, should the Arbitration continue, it shall continue on these terms.

Kind Regards.



Grant Jones.

Agreed by ABC LLP..... Signatory name in blocks..... Date.....

Agreed by XYZ LLP..... Signatory name in blocks..... Date.....