

IN THE MATTER OF AN
ARBITRATION UNDER THE
ARBITRATION ACT 1996 AND ITS
AMENDMENTS

BETWEEN

Claimant

AND

Respondent(s)

ARBITRATION AGREEMENT

DATED:

ROYDEN HINDLE

BARRISTER

BANKSIDE CHAMBERS

Level 22, 88 Shortland Street, Auckland, New Zealand

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- [1] The parties appoint Royden Douglas Clifford Hindle of Auckland, arbitrator ('the arbitrator') as arbitrator to determine the matters at issue between them as they are identified in the schedule to this agreement ('the matters at issue').
- [2] The arbitrator accepts appointment on the terms and conditions set out in this agreement. In doing so he confirms that he does not know of any circumstances that are likely to give rise to any reservations about his independence and/or impartiality in dealing with the matters at issue.
- [3] The parties confirm that, at the time of entering into this agreement, they do not know of any reason to challenge the arbitrator and that they and each of them have no reservations about the arbitrator's independence and/or impartiality in respect of the matters at issue between them.
- [4] The arbitration will be conducted under the relevant provisions of the Arbitration Act 1996 and its amendments.
- [5] The parties agree:
- [a] The arbitrator will be paid at a rate of \$500.00 an hour (plus GST) for his time, and in addition will be reimbursed by them for all expenses reasonably incurred by him in dealing with the matters at issue;
 - [c] They will be jointly and severally liable to pay the arbitrator's fees and expenses;
 - [d] The arbitrator may require that funds be deposited to the Stakeholder account of the Arbitrators' and Mediators' Institute of New Zealand, or otherwise secured in advance, in order to cover his anticipated fees and expenses in the matter;
 - [e] The arbitrator will be entitled to render interim accounts during the course of the arbitral proceedings, in which case the parties will pay the accounts in equal shares but on the basis that the arbitrator's discretion to award costs as between them at the end of the arbitration is not affected.

[6] The arbitrator will not be liable to any party for any act or omission taken or omitted by him in relation to the matters at issue and/or the conduct of the arbitral proceedings (including but not limited to the performance or purported performance of his functions under the Arbitration Act 1996) unless the act or omission is in bad faith.

Dated this day of

Signed:

Print name:

Signed:

Print name:

Signed by ROYDEN)
DOUGLAS CLIFFORD)
HINDLE as arbitrator)

SCHEDULE: MATTERS AT ISSUE