

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

BETWEEN

Claimant

AND

Respondent(s)

ARBITRATION AGREEMENT

DATED

Graham Anderson
Graham Anderson Consultancy Limited
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1. The parties appoint Graham Edwin Anderson of Christchurch, 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 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 the 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 \$375 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.
 - b. They will be jointly and severally liable to pay the arbitrator's fees and expenses.
 - c. The arbitrator will require that funds be deposited into each party's solicitors trust account or otherwise secured in advance, in order to cover his anticipated fees and expenses in the matter.
 - d. 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 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 of omission is in bad faith.

Dated this day of

Signed _____

Print name

Signed _____

Print name

Signed by _____

Graham Edwin Anderson as arbitrator

SCHEDULE: MATTERS AT ISSUE