

**JEFFREY C ROSENTHAL FCCA FCIarb MAE  
CHARTERED CERTIFIED ACCOUNTANT  
CHARTERED ARBITRATOR ACCREDITED MEDIATOR**

**IN THE MATTER OF THE ARBITRATION ACT 1996**

**IN THE MATTER OF AN ARBITRATION BETWEEN**

**CLAIMANT**

**and**

**RESPONDENT**

**TERMS AND CONDITIONS OF JEFFREY C. ROSENTHAL, ARBITRATOR**

**1. Joint and Several Liability**

Notwithstanding any award as to the costs and expenses made in any award, the parties to this arbitration agree that they are jointly and severally liable for my costs and expenses.

**2. Appointment Fee**

An Appointment Fee of £\*\*\* shall be payable upon taking up an appointment. It is non-returnable but shall be set against the first five hours work at the hourly rate in the arbitration. In the absence of agreement regarding payment it shall be payable as to one half by each party within 14 days of the issue of my invoices.

**3. Hourly Rate in the Arbitration**

My hourly rate shall be £\*\*\* per hour, which rate I shall charge for my time on this arbitration including any Preliminary Meeting and Case Conferences, but excluding Hearing days which shall be charged at the rates set out below.

**4. Interim Invoices**

I may raise Interim Invoices, based on the time spent in excess of that covered by the Appointment Fee, from time to time at my discretion, to be paid as to one half by each party pending the eventual costs determination. Such fees shall be refundable in the event that I withdraw from the appointment or am unable to complete my Award for any reason.

**5. Travelling Time / Costs**

No separate or additional charge is made for mileage costs; travelling time will be charged as part of the time engaged on the appointment, at one half of the above hourly rate.

**6. Hearing Fees**

Hearings shall normally be from 10.00 a m to 5.00 p m, with one hour for refreshment and lunch breaks, and the daily fee shall be £\*\*\*\*. A further charge will be made at the hourly rate of £\*\*\* per hour if the Hearing continues beyond this time.

**7. Payment Dates**

All fees are payable within 14 days of the date of invoice and if not paid within that time limit will attract interest at 4% above the base rate for the time being of The Royal Bank of Scotland Plc.

**8. Consent Award**

In the event of the parties reaching a settlement of the dispute before my Final Award is issued, they shall advise me of the terms of such settlement to enable me to issue a Consent Award.

**9. Cancellation Fees**

Cancellation fees are payable if Hearing and / or award writing days set aside are cancelled at the parties request, as a percentage of the fees that would have been payable if the arbitration had proceeded.

The cancellation fees are: -

For cancellation less than 4 weeks but more that 1 week before the due date  
25% of time set aside

For cancellation within 1 week of the due date  
50% of time set aside

**10. Disbursements**

If any Hearing location is more than two hour's travel by car and / or rail from my office, I shall require accommodation in a hotel convenient to the Hearing location and the hotel standard shall not be less than 4-star. All hotel costs, and all proper disbursements, will be charged at cost.

**11. Support Services**

Secretarial services will be charged at £20 per hour, and other support services (such as accounts staff undertaking analysis work) at an appropriate hourly fee commensurate with the level of skills required.

**12. Security for Fees**

If Meetings or Hearings are likely to be required, as security for the fees and expenses of the arbitrator, I may require a deposit of £\*\*\* from each party. The deposit will at all times be under my control and will be utilised against my fees and disbursements, or repaid at the end of the arbitration when all of my fees and disbursements have been paid.

**13. Value Added Tax**

V.A.T. shall be chargeable and added to the above fees at the ruling rate applicable.

Jeffrey C. Rosenthal, BSc (Econ) FCCA FCIArb MAE .....2009

**AGREEMENT**

I/We agree to the Terms and Conditions set out above.

..... for the \* Claimant / Respondent

(Signature)

.....

(Please print name and authority to sign)