

# PHILLIPPA ROSS & CO.

## Reinsurance Consultancy and Reviews

MRS PHILLIPPA CARNE ROWE, MA FCII, FAE

FORM OF APPOINTMENT OF (PARTY APPOINTED) ARBITRATOR  
*Under the Arbitration Act 1996*

*In the matter of a Reference to Arbitration between:*

(A) \_\_\_\_\_

and

(B) \_\_\_\_\_

*relating to or concerning* \_\_\_\_\_

1. We \_\_\_\_\_ party to the above arbitration, in accordance with the Arbitration Agreement included in the above contract, hereby confirm Mrs Phillippa Carne Rowe as our party appointed member of the Arbitration Tribunal in this matter.
2. We agree to comply with the attached Phillippa Ross & Co. Terms and Conditions of Appointment as an Arbitrator.

We enclose herewith our cheque for £1000.00, being Mrs Rowe's appointment fee in this matter.

Signed by \_\_\_\_\_ Date \_\_\_\_\_

On behalf of \_\_\_\_\_

=====

Signed by the Arbitrator in acceptance of this Appointment:

Phillippa C Rowe

\_\_\_\_\_ Date \_\_\_\_\_

ARB-Party appt

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## STANDARD TERMS AND CHARGES FOR ACTING AS PARTY APPOINTED ARBITRATOR

These are our standard terms for appointment of any partner or employee of Phillippa Ross & Co. to sit as arbitrator. They may if necessary be amended by mutual agreement between this firm and the appointing party. We also agree that they will be subject to any provisions or procedures agreed by the Tribunal once constituted.

### CHARGES AND SETTLEMENT

Rates charged are available on request. A daily fee will be levied for each day, or part thereof, requested for the Arbitration or other hearing, together with an hourly charge for preparation, reading-in and any administration time. Disbursements will be charged at cost. Invoices will be subject to VAT as applicable.

A non-refundable appointment fee will be required at the time of appointment. No work will be undertaken in respect of any appointment as arbitrator until this fee is received.

Interim monthly invoices for work performed, as at the last day of each calendar month, will be issued to the appointing party (instructing a member of this firm) who shall be liable for their payment within fourteen days of each invoice date. The appointing party and his solicitor shall be jointly and severally liable for our interim fees.

The Parties shall be jointly and severally liable for our fees and expenses as determined by the Tribunal in the award and any necessary allocation between the Parties, having regard to interim amounts already paid by the appointing party, shall be for the Parties to determine between themselves.

As soon as agreed dates for the Arbitration Hearing have been notified to us, we undertake to reserve them exclusively for that Hearing. In the event that the Hearing does not take place on the reserved dates, for whatever reason, the reserved dates will be charged according to the following scale:

- cancellation or notification thereof within seven days of the first reserved date, full daily rate due;
- cancellation or notification thereof within eight to sixty days of the first reserved date, 50% of the daily rate due;
- cancellation or notification thereof earlier than sixty days from the first reserved date, no daily rate due.

A statement of account will be provided to the parties on completion of the arbitration.

Phillippa Ross & Co. is a small business as defined by the Late Payment of Commercial Debts (Interest) Act 1998.

**TERMS:**

Any appointment to act as arbitrator will be carried out in accordance with the terms and provisions of the Arbitration Act 1996, and in accordance with the rules and the procedures agreed by the parties to the Arbitration. In the absence of any such agreed rules and procedures, it is the practice of partners of this firm sitting as arbitrators to be guided by the ARIAS (UK) Arbitration Rules (Second edition, 1997) a copy of which can be provided upon request.

A request for any member of this firm to act as arbitrator, must be made or confirmed by completing a form for appointment of the arbitrator, to be signed by the appointing party, which will be provided on request.

February 2005