

ARBITRATION AGREEMENT

Date of agreement

.....

Parties to the agreement

.....
(please print)

.....
(please print)

.....
(please print)

.....
(please print)

Dispute

1. The dispute that the parties appoint the Arbitrator to determine is set out in the Schedule (**Dispute**).

Referral to Arbitration

2. The parties have agreed to submit the Dispute to arbitration in accordance with the *Commercial Arbitration Act 2010* (NSW) and that the Arbitrator will be the person identified in the Schedule or some other person agreed on by the parties or failing such an agreement, a person nominated by the President of the Bar Association of NSW.
3. The parties agree to pay the Arbitrator's fees as set out in the Schedule.

Signatures

This arbitration agreement is signed by the parties and the Arbitrator:

.....
(Name of party) (please print)

.....
(signature)

.....
(Name of party) (please print)

.....
(signature)

.....
(Name of party) (please print)

.....
(signature)

.....
(Name of party) (please print)

.....
(signature)

.....
(Name of Arbitrator) (please print)

.....
(signature)

Schedule

Arbitrator

Arbitrator	
Arbitrator's Address	

Dispute

Set out brief description of subject matter of dispute, or	
The subject of Proceeding No [insert file number] in [insert Court]	

Arbitrator's Fees

Fees for each day of the arbitration	\$	(plus GST)
Fees per hour, for any additional time, including preparation and the preliminary conference	\$	(plus GST)

ARBITRATION AGREEMENT NOTES

Agreements governing commercial relationships between parties often contain Dispute Resolution Clauses. Arbitration in New South Wales is generally under the *Commercial Arbitration Act 2010 (NSW)*. For that Act to apply there must be an arbitration agreement in writing which may take the form of an arbitration clause in a contract or in the form of a separate agreement.

The Arbitrator is not generally a party to an arbitration agreement. An arbitration agreement generally precedes the appointment of an arbitrator. The arbitrator will specify the terms on which he is prepared to accept a reference.

The arbitration agreement following, nevertheless, includes provision for the arbitrator's fees.

The Commercial Arbitration Act 2010 (NSW) deals with the conduct of arbitrations and should be considered by the parties carefully.

Generally, and subject to that Act, the parties are free to agree on the procedure, including interim procedures, to be followed by arbitrators and the parties in the conduct of arbitration proceedings.

Failing agreement on procedure, the arbitrator will conduct the arbitration in a way he considers appropriate having regard to the parties' interests including the expeditious and economical disposal of the arbitration, usually by an award.

It is usual to have a first meeting, or a preliminary conference. At the preliminary conference, issues are identified. Procedural issues are addressed, which may include statements of issues, the facts relied on by each party and procedural directions, for example, in respect of evidence.

It is generally at the preliminary conference that the arbitrator will formally enter upon the arbitration, after matters of retainer and fees are addressed.

Further pre-hearing conferences may be necessary, depending on the issues and the complexity of the matter.

You should supplement this preliminary note by referring to the Bar Association of New South Wales web page at www.nswbar.asn.au and follow the links to "Alternate Dispute Resolution". You will find further informative reading at that web location.