

ANDREW HAZELTON

BARRISTER

Nomination

1. I am prepared to accept a nomination to act as an adjudicator between the parties and have provided a statement of independence and impartiality. I confirm that I meet the eligibility requirements of section 34. I will serve a notice of acceptance complying with section 35A once a party or parties confirm acceptance of these terms.

Procedures

2. I will undertake the discharge of my obligations as required by the Construction Contracts Act 2003 and you will do likewise.
3. At the conclusion of a matter you agree to collect any original or other working papers or otherwise irrevocably authorise me to shred, or electronically delete these, as appropriate, 3 months from the date of my determination or sooner disposal of the matter.

My Charges

4. My charges will be on an hourly rate of \$600, calculated according to the time spent on the task, plus disbursements and Goods and Services Tax (GST) (if applicable) and will be rendered to you in an invoice.
5. I charge for externally incurred charges on a cost recovery basis, eg meeting room hire if required, couriers, and travel charges.
6. If it is necessary to instruct an expert under section 42(1)(e) of the Act to advise on any specific matter in the adjudication you will be liable for that expert's fee which shall be charged by me as a disbursement.
7. Given the short time frame in which adjudication is undertaken it is normal for me to render one bill at the end of the process prior to the determination being uplifted by the parties. However, I reserve the right to submit interim accounts.

Payment Of Account

8. Parties are jointly and severally liable for payment of my fee.
9. In any event all fees must be paid prior to any determination being given in accordance with section 57(6) of the Act.

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10. In the event of the matter being resolved prior to a determination being given an invoice will be rendered to each party for half the time spent to the date when the parties notify me of the resolution. Such invoice is payable within 14 days.
11. If part or the whole of any fee remains outstanding I reserve the right to recover such sum against either party in accordance with their joint and several liability.
12. If payment is not received as required I may charge you interest on the outstanding balance of the debt until payment in full is made. Interest will be charged at 10% per annum.
13. Ultimately should I have to seek recovery of any unpaid invoices from you then in addition to interest you shall be liable to pay for my time expended in taking any such action at my normal hourly rate, any other legal costs that may be incurred on a full indemnity basis (which could include the cost of instructing another lawyer) and any disbursements.