

# ANDREW HAZELTON

## BARRISTER

### **Nomination**

1. I am prepared to accept a nomination to act as an arbitrator between the parties. Where I accept an appointment it is on the understanding that I am independent of the parties. Should a matter arise that might give rise to an issue of impartiality I would immediately notify the parties.

### **Procedures**

2. I will undertake the discharge of my obligations as required by the Arbitration Act 1996, and any terms of reference provided by the parties and you will do likewise.
3. Three months from the conclusion of a matter you authorise me to delete any electronic files I hold and to shred any physical files.

### **My Charges**

4. My charges will be on an hourly rate to be advised to the parties before acceptance of a nomination plus disbursements. GST is payable on all charges. I reserve the right to increase my hourly rate from 1 January and to increase my charges in accordance with the Reasonable Fee Factors set out in Part 9.1 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.
5. I charge for externally incurred charges on a cost recovery basis, eg meeting room hire if required, couriers, and travel charges.
6. I may submit an invoice on a monthly basis, and these are payable with 14 days of submission with each party being initially responsible for payment of half of the invoice (assuming only 2 parties).

### **Cancellation Fees**

7. I will advise the parties prior to accepting an appointment if a cancellation fee may be required.
8. If it is likely that a hearing of more than one week is required then any cancellation fee, if applicable, will be charged as follows:
  - a. If a notice of settlement is given to the Arbitrator 5 working days after the service of the Respondent's evidence (or part of it) in response to the Claimant's evidence in chief for the substantive hearing, up to two working days prior to the hearing a fee of \$10,000 per week or part week of anticipated hearing time.

- b. If a notice of settlement is given to the Arbitrator 2 working days or less before the commencement of the substantive hearing a fee of \$20,000 per week or part week of unheard but anticipated hearing time.

**Payment Of Account**

9. Notwithstanding anything else in these conditions the parties are jointly and severally liable for payment of my fee.
10. In any event all fees must be paid prior to any interim or final award being handed down.
11. In the event of the matter being resolved prior to an award being given an invoice will be rendered for the time spent to date, and if applicable any cancellation fee, when the parties notify me of the resolution.
12. If part or the whole of any fee remains outstanding I reserve the right to recover this against either party in accordance with their joint and several liability.
13. If payment is not received as required I may charge interest on the outstanding balance of the debt until payment in full is made. Interest will be charged at 10% per annum.
14. 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.