

## Falcon Chambers Arbitration Agreement

### In the matter of a Falcon Chambers Arbitration

BETWEEN:

\_\_\_\_\_ Claimant

AND:

\_\_\_\_\_ Respondent

### Parties

- 1 The Claimant of [address \_\_\_\_\_]  
is represented by [ \_\_\_\_\_ ] Solicitors/Surveyors.
- 2 The Respondent of [address \_\_\_\_\_]  
is represented by [ \_\_\_\_\_ ] Solicitors/Surveyors.

### Dispute

- 3 The Claimant and the Respondent (jointly “the Parties”) are in dispute concerning the matters set out in the Schedule at the end of this Agreement (“the Dispute”).

### Arbitration Agreement

- 4 The Parties agree to resolve the Dispute by arbitration in accordance with the Arbitration Act 1996.

### Appointment

- 5 The Parties hereby request the appointment of [ \_\_\_\_\_ ] of Falcon Chambers Arbitration (“the Arbitrator”) to give a reasoned Award concerning the Dispute.
- 6 The Appointment shall take effect upon the Arbitrator counter-signing and returning a copy of this Arbitration Agreement by email to each of the Parties.

### Conduct of the Arbitration

- 7 The Falcon Chambers Arbitration Rules ([http://www.falcon-chambersarbitration.com/images/uploads/documents/FCA\\_PDF\\_Rules.pdf](http://www.falcon-chambersarbitration.com/images/uploads/documents/FCA_PDF_Rules.pdf)) will apply to this arbitration unless otherwise agreed by the parties.
- 8 The Arbitration shall proceed in accordance with the Falcon Chambers Model Arbitration Directions unless otherwise agreed between the Parties or determined by the Arbitrator.

### Award

- 9 The Falcon Chambers Arbitration Clerk ([ArbitrationClerk@falcon-chambersarbitration.com](mailto:ArbitrationClerk@falcon-chambersarbitration.com)) shall inform the Parties' Solicitors by email when the Arbitrator's Award is available.
- 10 Upon receipt of the Arbitrator's Fee, the Falcon Chambers Arbitration Clerk shall email the Award to the Parties' representatives as above.

### Costs

- 11 [The Parties have agreed to bear their own costs of the Arbitration.] *or* [The Parties' liability for the costs of the Arbitration shall be dealt with in accordance with the relevant part of the Falcon Chambers Arbitration Directions].<sup>1</sup>

### Arbitrator's Fees

- 12 The parties shall meet the Arbitrator's fees [equally] or [in accordance with the Falcon Chambers Arbitration Rules].<sup>2</sup>

### Appeals

- 13 The Parties hereby agree to exclude the right to appeal against the Award(s) under section 69 of the Arbitration Act 1996.

Signed on \_\_\_\_\_ by:

\_\_\_\_\_  
for and on behalf of the Claimant

\_\_\_\_\_  
for and on behalf of the Respondent

I accept the appointment as Arbitrator in accordance with this agreement.

\_\_\_\_\_  
Arbitrator

<sup>1</sup> Please delete whichever is inapplicable.

<sup>2</sup> Please delete whichever is inapplicable.

Schedule to the Falcon Chambers Arbitration Agreement  
– issues to be determined

[The following are given by way of examples]

- 1 Whether upon a true construction of the lease between the Claimant and the Respondent, and in the events which have happened, the Claimant was entitled to enter the premises demised to the Respondent to carry out works of repair.
- 2 If so, whether the work carried out by the Claimant constituted repair.
- 3 If so, what the cost of the work was for which the Respondent is liable.