

INSTITUTION OF MECHANICAL ENGINEERS
RESOLUTION OF DISPUTE BY EXPERT DETERMINATION

Agreement between the Parties and the Expert

1. The Parties to the dispute are:-

2. The appointed Expert is:-

3. The Parties named in paragraph 1 above hereby jointly appoint the Expert named in paragraph 2 above to resolve by Expert Determination the dispute(s) listed here:-

The details of these disputes will be clarified and formalised between the Parties after the Expert has been appointed. The Expert may be required to contribute to the formalising of the statement of disputes.

4. This Agreement incorporates and is governed by all terms contained in the Institution of Mechanical Engineers' Rules for Expert Determination.
5. The Parties are jointly and severally responsible for payment to the Expert of his fees, disbursements and expenses reasonably expended in the course of conducting the Expert Determination.
6. The Expert's fees are agreed as follows:-
 - 6.1. For each hour spent working on the Determination Procedure the fee shall be £..... The fee for portions of an hour, reckoned to the nearest five minutes, shall be calculated on a pro rata basis.
 - 6.2. For every hour spent travelling in connection with the Determination Procedure, the fee shall be £..... As in 6.1 above, pro rata calculations shall apply.

- 6.3. For every mile travelled by the Expert in his car in connection with the Determination Procedure a mileage charge of pence shall apply.
- 6.4. Travel by public transport shall be reimbursed at cost. It is agreed that First Class rail travel shall be used if required. In relation to air travel, the Expert is entitled to travel by Business Class or, where this is not available, by First Class.
- 6.5. All other expenses and disbursements (e.g. cost of room hire) shall be reimbursed at cost.
- 6.6. Value added tax shall be payable, as appropriate, in addition to the fees and expenses identified above.
7. Neither the Expert nor the Institution of Mechanical Engineers shall be held liable for anything done or omitted in the discharge or purported discharge of functions as Expert unless the act or omission is shown to be in bad faith. Any employee of the Expert or of the Institution of Mechanical Engineers shall be similarly held not to be liable. The Parties shall save harmless and indemnify both the Expert and any employee of the Expert against all claims by third parties in respect of the Expert Determination and in this respect the Parties shall be jointly and severally liable.
8. This agreement shall be governed by, and construed in accordance with, the laws of England and Wales.

Signed.....

Signed.....

Party's Name.....

Party's Name.....

Signed.....

Appointed Expert

Date.....