

**WESTERN AUSTRALIAN INSTITUTE OF DISPUTE MANAGEMENT
(WAIDM) ARBITRATION AGREEMENT**

Between

_____ of _____ (**Claimant**)

And

_____ of _____ (**Respondent**)

This arbitration agreement is made between the Claimant and the Respondent (hereinafter 'the Parties').

A dispute has arisen in relation to

_____ ('the Dispute').

The Parties are unable to resolve the dispute by agreement and have agreed to refer the dispute or such part as remains unresolved to arbitration in accordance with the Western Australian Institute of Dispute Management (WAIDM) Arbitration Rules ('WAIDM Rules').

The Parties appoint _____ of _____ as sole Arbitrator to determine the dispute.

The Parties each lodge herewith the sum of AU\$_____ by way of security for costs of the arbitration proceedings.

In the event that the Arbitrator accepts the appointment, it is agreed by the Parties as between each of them, and as between each of them and the Arbitrator, as follows:

(a) That the Arbitrator shall determine the dispute between the Parties and any Award made by the Arbitrator shall, subject to the Act, be final and binding upon the Parties;

(b) That the Parties shall at all times do all things which the Arbitrator requires to enable a just Award to be made and no party shall wilfully do or cause to be done any act to delay or prevent an Award being made;

(c) That the Parties may be represented by a duly qualified legal practitioner;

(d) That the Arbitrator in conducting the proceedings shall not be bound by rules of evidence but may inform themselves in relation to any matter in such a manner as the Arbitrator thinks fit;

(e) That the Arbitrator shall make his Award in writing and shall deliver a copy of the Award signed by him to each of the Parties;

(f) That the Arbitrator shall have the power to make an Interim Award or determine part of the dispute as the Arbitrator thinks fit;

(g) That the costs of the Parties of and incidental to the reference to arbitration and of the Award, and the costs, expenses and fees of the Arbitrator shall be in the discretion of the Arbitrator, and the Arbitrator may direct what amount, to and by whom, and in what matter and when the same or any part thereof, shall be paid and may direct that the amount of such costs, in the absence of agreement between the Parties, be taxed or settled as between party and party or as between solicitor and client in Court;

(h) That the costs of the use of the premises for the purpose of holding the arbitration and the costs, expenses and fees of the Arbitrator shall, until the Arbitrator makes his Award, be paid and borne equally by the Parties provided always that the ultimate burden of all the said costs, expenses and fees shall be in the discretion of the Arbitrator in the manner set forth in clause (g) of this Arbitration Agreement. The Parties agree to indemnify each other in respect of any payment or payments made by them or either of them in excess of their obligations as ultimately determined under clause (g) of this Arbitration Agreement;

(i) That the _____ Court of Western Australia shall have jurisdiction under the *Commercial Arbitration Act 1984* (WA) ('the Act') and a reference to the 'Court' in the Act, the WAIDM Rules or this Arbitration Agreement is, in relation to this Arbitration Agreement, a reference to the _____ Court of Western Australia;

(j) That the authority of the Arbitrator is irrevocable.

DATED this _____ day of _____ 200__.

SIGNED by the Parties as an Arbitration Agreement:

For the Claimant

For the Respondent

Full Name (please print)

Full Name (please print)