

7<sup>TH</sup> FLOOR ARBITRATION SCHEME  
REQUEST FOR ARBITRATION

Date:

To: Simon Walker, the Clerk, 7 Wentworth Selborne  
[swalker@7thfloor.com.au](mailto:swalker@7thfloor.com.au)

1. We are the Parties to the attached Arbitration Agreement. We wish to appoint an arbitrator under the 7th Floor Arbitration Scheme and in accordance with the Arbitration Agreement.
2. The Scope of the Dispute (within the meaning of the Fee Schedule for the said Scheme) is *[strike out as appropriate]*:
  - (a) not over \$250,000;
  - (b) over \$250,000 but not over \$750,000;
  - (c) over \$750,000 but not over \$1,500,000;
  - (d) over \$1,500,000 but not over \$2,000,000;
  - (e) over \$2,000,000.
3. If we have not nominated an arbitrator in the Arbitration Agreement, please contact us to discuss the appointment of an arbitrator.
4. We request and authorise you to receive payments from us and each of us on account of the fees and expenses of the arbitrator and any other amounts payable by us or any of us to the arbitrator in connection with the arbitration. The funds will be deposited into an NAB Escrow Account in the name of the arbitrator or another account agreed with you. We irrevocably request and authorise you to release such moneys out to the arbitrator as and when the arbitrator has performed corresponding services and rendered an invoice or invoices for the amount or amounts claimed. If the amount held after the termination of the arbitration exceeds the amount due to the arbitrator, we authorise you to refund such excess in accordance with the arbitrator's award or direction.
5. Within 3 business days of this Request or the appointment of an arbitrator (whichever occurs last) we will deposit \$2,000 in an NAB Escrow Account in the name of the arbitrator or another account agreed with you by electronic transfer on account of the arbitrator's fees and expenses in relation to the arbitration.
6. If the arbitrator (once appointed) has a NAB Escrow Account to be used for the purposes of the arbitration, please notify us of appropriate details to enable us to deposit funds to that Account for the purposes of the Arbitration Agreement. We undertake each to deposit the sum of \$2,000 to that Account on account of the arbitrator's fees and expenses within two business days of being so notified.
7. The Clerk, any person consulted by the Clerk pursuant to the Arbitration Agreement, 7 Wentworth Selborne Chambers, and Seventh Floor Chambers Co-operative Limited are not liable in relation to any appointment, failure or refusal of appointment or any other act or omission in relation to the arbitration if it was done in good faith and the Parties waive any claims against any of them arising from any such matter in relation to the arbitration.

Claimant:

Signed for the Claimant:

Respondent:

Signed for the Respondent: