

RICS Dispute Resolution Service [DRS]

Request for the appointment of an Arbitrator or Independent Expert for a Commercial Property Rent Review in England, Wales or Northern Ireland.

Notes to consider before completing the application:

- Please do not include a copy of the lease with this application form. The lease must be sent to the appointed dispute resolver by the referring party once the appointment has been made and you are aware of the identity of the appointed dispute resolver.
- RICS DRS reserves the right to copy the application and/or any accompanying documentation to the responding party and/or representatives. This is on the basis that your application is accepted.
- This application form is the contract between the applicant and the President/Chairman and we will rely entirely upon the information contained herein to help select someone who would have confidence of the parties. An incomplete or incorrect application can result in an application that maybe inappropriate. The information submitted on this application is accepted as being accurate and complete. Neither RICS or the appointed dispute resolver accept liability in relation to the appointment, if the information provided is inaccurate or incomplete.
- Your application is processed on the basis that appointments are often made on behalf of the President/Chairman of RICS by one of the duly appointed agents.

Authority to appoint

Do you require an appointment by: RICS President [England & Wales] RICS Chairman [Northern Ireland]

Information about the property

We need to know the nature and location of the property to aid the selection of an appropriately qualified and experienced dispute resolver. You must provide the full postal address including the postcode [even if its only the first half of the code].

Address: _____

Town/city: _____ Post code: _____

Brief description of the property [e.g. prime retail/offices/restaurant]. Also include details of the permitted use and any other relevant information:

Information about the lease

Date of the lease: _____ Alleged date of review: _____

Amount of passing rent: £ _____

Capacity required (please tick): Arbitrator Independent Expert Other (please state): _____

Are there any special requirements listed within the lease?: Yes No (if there are no special requirements please state none below)

Please indicate any **special requirements** stated in the lease relating to the proposed appointee. For example: experience, qualifications, time restrictions or if the decision requires reasons:

Information about the parties and their representatives

The parties representatives must be stated. Where a party is unrepresented, please ensure contact numbers and email addresses are included. RICS DRS will forward all relevant correspondence to them. Normally communications from DRS are sent by email. Therefore, it is important you provide email addresses.

RICS will take reasonable steps to ensure that the appointed dispute resolver is free from conflict of interest. It is therefore essential that you provide details of the landlord and tenant (including any parent and/or subsidiary companies or related entities that a prospective appointee would need to consider in their conflict checks).

Current landlord

Firm name: _____

Address: _____

Town/city: _____ Post code: _____

Email: _____ Telephone: _____

Original landlord: _____

Parent associated companies: _____

Current tenant

Firm name: _____

Address: _____

Town/city: _____ Post code: _____

Email: _____ Telephone: _____

Original tenant: _____

Parent associated companies: _____

Information about the parties and their representatives (continued)

Landlord representative

Title: _____ First Name: _____ Last Name: _____

Designation: _____ RICS Membership Number [if applicable]: _____

Firm name: _____

Address: _____

Town/city: _____ Post code: _____

Telephone: _____ Mobile: _____

Direct line: _____ Email: _____

Referring party: Yes No

Tenant representative

Title: _____ First Name: _____ Last Name: _____

Designation: _____ RICS Membership Number [if applicable]: _____

Firm name: _____

Address: _____

Town/city: _____ Post code: _____

Telephone: _____ Mobile: _____

Direct line: _____ Email: _____

Referring party: Yes No

Conflicts of interest

If there are any panel member(s) who in your view would have a conflict of interest in this case, you should list them below. Please also provide for each such person, brief but clear reasons for this statement.

Your attention is drawn to the decision in Eurocom Ltd -v- Siemens Plc [2014] EWHC 3710 (TCC) to effect the misrepresentation in this statement could vitiate the process in its entirety, rendering any award made unenforceable.

Name	Firm	Reason

Please note: While the President/Chairman will give careful consideration to any representations, he/she will reach his/her own decision as to who is appointed

How to pay

RICS charges an administration fee of **£425.00** inclusive of VAT (from 1 March 2017) to make an appointment. This payment is non refundable whether or not the President/Chairman makes the appointment (e.g. if the matter is settled by agreement and the application is withdrawn).

You can choose to pay by the following:

- Providing a cheque made payable to RICS. Please detail your name, the first line of the property in dispute and postcode on the reverse so that the payment can be allocated.
- A card payment. One of our advisors will contact you to arrange payment. Please tick this box:
- By using your bank or building society to pay the application fee.

RICS Bank account details:

Account number: **30786339**

Sort code: **56-00-45**

Swift Code: **NWBK GB2L**

You must provide your name and the postcode of the property in dispute. This will ensure that your payment is correctly allocated and your application is processed. Please email a copy of the remittance to **bacs@rics.org**

- Debit my RICS trade account number:

Account holders will be invoiced by our finance department. To apply for an account please email **drs@rics.org**

RICS is unable to accept credit or debit card details by email due to PCI compliance regulations. Please be aware the applicant has responsibility to ensure that payment is complete. Applications are unable to be processed without full payment.

Application submitted by:

Name: _____

Firm name: _____

Are you applying on behalf of the landlord or the tenant?: _____ Date: _____

Submitting this application to RICS Dispute Resolution Service confirms that you have read and understand the explanatory notes contained in this application form. Your application is accepted on this basis.

Your privacy:

RICS takes the privacy and security of the personal information you provide very seriously. Your details are held in a secure database with authorised access only. We apply data processing policies in compliance with the Data Protection Act 1998 and the Privacy and Electronic Communications Regulations (EC Directive 2003). RICS will not use the information you provide in this application to contact you with offers of products and services. Nor will RICS share your information with third parties for the purpose of sending you details of offers of products and services.

Explanatory notes:

- RICS has a duty to act independently and transparently when appointing a dispute resolver. On receipt of a request, DRS will select a suitably qualified dispute resolver who is free from conflicts of interest normally from the President's/Chairman's panel of dispute resolvers. Details of your application will be sent to prospective third parties to help them decide whether they are able to take on the appointment.
- After checking that the dispute resolver meets the criteria an appointment is confirmed on or on behalf of the President/Chairman and the parties and the dispute resolver is notified.
- The application form contains sections to obtain information about the property, the lease and the parties. To help DRS select someone who will have the confidence of the parties we rely on the information given in your application. An incomplete or incorrect application can result in an inappropriate appointment. It is vital that you complete all sections of the application form; incomplete sections may result in delays.
- RICS is by law not required to provide a copy of the application form and/or related correspondence to the non applicant party and does not do so automatically. However, as a matter of good practice, RICS will provide a copy of the form and/or correspondence to the non-applicant party on request. As a matter of policy, RICS may forward the information contained in an application form, and any supplementary documentation in the case details, to the non-applicant party in the dispute and/or their Representative. Details of the case will also be sent to prospective dispute resolvers to help them decide whether they can or can not take on the appointment.
- If the dispute is resolved before the President/Chairman makes an appointment, you must notify RICS as soon as possible.
- The lease is the document that gives the parties the right to apply for a dispute resolver to determine the rent review. RICS does not have the duty or power to interpret the lease and decide whether or not your application is valid. RICS DRS acts in an administrative capacity and will make an appointment in accordance with your application. It is important that you check carefully to ensure that you have the right to make the application, and that your application is made in accordance with the requirements of the lease.
- You must confirm whether the lease requires the appointment of an Arbitrator or Independent Expert or other capacity. [Leases can sometimes be ambiguous. Some provide that only the landlord can apply to RICS, or decide whether the appointee acts as an Arbitrator or Independent Expert]. Some leases also require dispute resolvers to have experience in the letting and valuation of similar properties and/or their decisions are made within a specific time period after the appointment is made.
- Parties are reminded that by completing this application they agree that they maybe jointly and severally liable, under contract of statute, for payment of the dispute resolvers' reasonable fees [including abortive fees for any work undertaken if the matter is settled before a decision is given].