

Dear []

Appointment as an arbitrator

This letter, which will be sent on an annual basis, sets out the terms on which you have been appointed as a Gafta arbitrator.

Your appointment is subject to your compliance with all relevant rules and regulations of Gafta and as set out below, including, without limitation:

- General Rules and Regulations Applicable To All Members
- General Code of Conduct Applicable To All Members
- Rules and Code of Conduct for Qualified Arbitrators and Qualified Mediators
- Arbitrators Expenses Guidelines
- Gafta Qualified Arbitrators Annual Continuing Professional Development (CPD) Policy

Your attention is further drawn to the Guidelines for Gafta Appointment of Arbitrators which, amongst other things, summarises the selection criteria used by Gafta.

Gafta arbitration is confidential and your attention is drawn, in particular, to the provisions relating to conflicts as set out in paragraph 6 of the Rules and Code of Conduct for Qualified Arbitrators and Qualified Mediators.

In accepting an appointment, you agree that you have the necessary time (including the ability to be readily available for hearings), capacity and experience so as to be able to properly discharge your responsibilities as an arbitrator.

The object of arbitration is to obtain a fair resolution of a dispute, by an impartial tribunal, without unnecessary delay or expense. To further this objective, at the close of the arbitration proceedings, the Chair of the tribunal shall give an indication to the parties as to the length of time in which the tribunal expect to send out their Award.

In relation to your fees, these are, and shall remain at all times, the responsibility of the parties to the arbitration and, in no circumstances, shall Gafta be liable for any non-payment arising.

Under the terms of Gafta's Professional Indemnity insurance, there is cover available against liability arising from a failure to perform or a negligent act, error or omission in respect as your duties as a Gafta arbitrator. Please be aware, however, that cover is subject to the terms, conditions and exclusions of the policy, a copy of which is available from the Gafta Company Secretary. The limit of indemnity and the excess is, currently, £10m and £2,500 respectively. You will, however, need to make your own arrangements to meet any claim which either exceeds the limit of indemnity or which falls within the excess which, for the avoidance of doubt, are not Gafta's responsibility.

It is a condition of your appointment and of the Professional Indemnity insurance that you notify the Gafta Company Secretary immediately should you become aware of any circumstance which could reasonably give rise to a claim. The failure to do so is likely to invalidate the insurance cover and could mean that you are personally liable for the cost of that claim.

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It is acknowledged that this letter of appointment does not constitute a contract of employment between you and Gafta. Amongst other things, this means that, as an independent contractor, you will be responsible for any tax due on any arbitration fees and will account to the relevant authorities accordingly. I would be grateful if you could confirm your acceptance of the above either by email or by signing and returning a copy of this letter.

Yours Sincerely,

Jonathan Waters
General Counsel
September 2016

The Grain and Feed Trade Association

9 Lincoln's Inn Fields | London | WC2A 3BP | United Kingdom |

T: +44 (0) 20 7814 9666 | F: +44 (0) 20 7814 8383 | E: post@gafta.com | W: gafta.com

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