

AAE Rules for Expert Determination

These Rules have been prepared for AAE Nominations Pty Ltd ['AAE] to be used when AAE is asked to appoint an individual ['the Expert] to make an expert determination. For any particular expert determination, the parties and the Expert may agree in writing upon changes or additions to these Rules.

Persons submitting to an expert determination agree between themselves and jointly and severally with the Expert as follows:

1. The person initiating the expert determination will lodge with AAE in writing a brief description of the issue or issues to be determined and will pay the nomination fee.
2. The nomination fee is \$350 It may be paid by cheque or direct deposit to Expert Adjudication at St George Bank BSB 112 879 Account no. 421 869 302.
3. AAE will appoint an Expert and provide details to the parties.
4. Within 5 business days after receipt of those details, each party must lodge with the Expert and serve on the other party the party's submissions in writing.
5. Within 5 business days after receipt of the other party's submissions, each party must lodge with the Expert and serve on the other party the party's response in writing to the other party's submissions.
6. The Expert may request further submissions and may call a conference with the parties.
7. If a party fails to lodge a submission or a response or to attend a conference, the Expert may nevertheless make an expert determination.
8. The Expert will make an expert determination within 20 business days after his or her appointment.
9. The Expert may extend any of the times set out above.
10. The Expert will not release the determination to the parties until the Expert's fees have been paid.
11. If the parties have not agreed upon the fees of the Expert, the Expert will be entitled to a reasonable fee.
12. The parties will be jointly and severally liable to pay the Expert's fee. As between themselves the parties are liable to contribute to the Expert's fees in equal proportions or in such proportions as the Expert may determine.
13. The parties agree to abide by and give effect to the determination of the Expert. If the determination is that one party is liable to pay the other an

amount, the Expert will determine the date by which the amount must be paid. The amount will be a debt due and payable on the date determined by the Expert.

14. If a party has requested that the Expert determine the party's entitlement to interest to the date of the Expert's determination or the rate of interest payable thereafter, the Expert may determine the entitlement.
15. The Expert does not undertake to arrive at a determination according to law, as a court or arbitrator might, or to provide legal, technical or other advice. The Expert is not an arbitrator and does not have the powers of an arbitrator and the means which an arbitrator has to arrive at a determination according to law.
16. If the Expert becomes aware of a conflict of interest or for any other reason the Expert decides that he or she should not proceed to make a determination, the Expert may by notice in writing to the parties and AAE terminate his or her appointment. The parties may then request AAE to appoint another Expert.
17. The Expert may use his or her own expertise. The rules of natural justice will not apply. The Expert will provide brief reasons but they will not necessarily cover every issue in contention.
18. Provided that the Expert acts honestly, the Expert will not be liable for anything done or omitted to be done in the performance of the Expert's functions or in the reasonable belief that the thing was done or omitted to be done in the performance of those functions.