

Annexure to nominate a single Arbitrator. If a person is not specified in the Annexure, the person to nominate an Arbitrator shall be the Secretary General of the Australian Commercial Disputes Centre Limited at Sydney. The request shall indicate that the nominee shall not be an employee of the Principal or the Contractor, a person who has been connected with the work under the Contract or a person in respect of whom there has been a failure to agree by the Principal and the Contractor; or

- (c) in the absence of that selection, by an Arbitrator appointed in accordance with the provisions of the laws relating to arbitration in force in the State or Territory named in the Annexure hereto.

The parties shall be entitled to be represented in any arbitration by a duly qualified legal practitioner.

The party who received the Notice may raise any matter by way of claim or counter claim in any such arbitration where such matter arises out of the Contract or concerns the performance or the non-performance by the other party of their obligations under the Contract.

A reference to arbitration under this Clause shall be deemed to be a reference to arbitration within the meaning of the laws relating to arbitration in force in the State or Territory named in the Annexure hereto and the arbitration proceedings shall be conducted in that State or Territory. The Arbitrator shall have all the powers conferred by those laws and it shall be competent for the Arbitrator to enter upon the reference without any further or more formal submission than is contained in this Clause.

Notwithstanding Clause 42.9, the Arbitrator may award whatever interest the Arbitrator considers reasonable.

If one party has overpaid the other, whether pursuant to a Superintendent's certificate or not and whether under a mistake or law or fact, the Arbitrator may order repayment together with interest.

Monies that are or become due and payable by the Principal in respect of work carried out under the Contract and which are not subject to a dispute shall not be withheld because of arbitration proceedings but the Principal may, at the Principal's discretion, and pending the award of the arbitrator, withhold payment of monies in respect of any matter that is the subject of arbitration proceedings.

JOURNAL ADVISORY COMMITTEE

Mr Ronald D Fitch A.M. Past President has retired from the Journal Advisory Committee on which he served since its formation in 1982 under the Chairmanship of Mr SML Guilfoyle, Past President and more recently under the chairmanship of Mr F.J. Shelton. The Committee meets on a regular basis to consider articles for possible publication, production issues and the management of the publication. Ron Fitch's contribution over the years has been substantial and is reflected in the standard which the publication has achieved.

Dr CE Croft, Barrister of Melbourne who is also a practicing arbitrator and respected author of numerous legal publications has been appointed to the Committee.