**CENTRAL ASSOCIATION OF AGRICULTURAL VALUERS**



**APPLICATION FORM REQUESTING**

**THE PRESIDENT OF THE CAAV**

**TO APPOINT A PERSON TO DETERMINE A DISPUTE EITHER AS ARBITRATOR OR INDEPENDENT EXPERT**

***Notes***

*Completing this application form and paying the application fee will form a contract between the applicant and the President who will rely on the information provided and may collect information on the process to monitor the service for the public interest in effective dispute resolution.*

*The statutory fee for 1986 Act arbitration appointment applications was increased to £195 from 4th January 2023.*

***Data Protection*** *- Please refer to the Privacy Notice which is available online (*[*www.caav.org.uk/Terms\_and\_Conditions.aspx*](http://www.caav.org.uk/Terms_and_Conditions.aspx)*) which sets out how the Central Association of Agricultural Valuers (CAAV) collects, uses and shares personal information. A hard copy is available on request.*

Harts Barn Farmhouse, Monmouth Road, Longhope, Gloucestershire GL17 0QD

**Section 1 - Application**

To: The President, The Central Association of Agricultural Valuers, Harts Barn Farmhouse, Monmouth Road, Longhope, Gloucestershire GL17 0QD

I/we *(delete as necessary)* request the President to appoint a person to act as arbitrator/

independent expert to determine the dispute described herein.

This application is/is not made with the consent of the other party/ies to the dispute.

I have paid\*/enclose a cheque to the Central Association of Agricultural Valuers or will pay on receipt of an invoice for the:

* fee of £195 for an application concerning a tenancy under the Agricultural Holdings Act 1986 or the Agricultural Tenancies Act 1995
* fee of £234 (£195 plus VAT) for all other applications

\* The CAAV’s bank details are: Sort Code 30-93-48; Account Number 55608568

Having requested the appointment of an arbitrator/independent expert, I/we agree to submit such evidence to the person appointed as he shall reasonably require.

I/we agree to be bound by the determination of the person so appointed and to pay his reasonable fees and expenses in this matter as he shall direct, these costs to be paid before taking up the award or receiving the written determination which shall direct who shall be liable for them.

I/we agree that the arbitrator appointed in this matter may disclose details and/or documents (redacted where necessary to conceal commercial or sensitive information) of the arbitration to the CAAV for the sole purpose of maintaining the quality and standards of arbitrators in the public interest on the condition that the CAAV maintains confidentiality in respect of that information.

*Please delete one of these two statements*

* No additional or supplementary information is submitted with this form
* This form is accompanied by …… supplementary pages. *(give number)*.

Name of Applicant ........................................................................................................................

Signed.............................................................. Date ...............................................................

 Capacity ..............................................................................................................................

*(such as landlord, tenant, owner, authorised agent for landlord/tenant, etc, or other description)*

If this is a Joint Application, please complete for the Second Applicant.

Name of Second Applicant ...........................................................................................................

Signed........................................................... Date ...............................................................

 Capacity ........................................................................................................................................

*(such as landlord, tenant, owner, authorised agent for landlord/tenant, etc, or other description)*

VAT No. 348 6038 39

**Section 2 - Details of Dispute**

*Please complete to best of abilities*

**A. The Parties to the Dispute**

Applicant Other Parties

Name ............................................ ............................................ Address ............................................ ............................................

............................................ ............................................

……………………………. …………………………….

Capacity in the dispute

*(e.g. landlord, outgoing*

*Tenant, owner, supplier) ………………………………… ………………………………*

Agent’s Name and Reference …………………………….. …………………………..

Agent’s Address ……………………………. ……………………………

 …………………………….. ………………………..….

E-Mail Address …………………………….. ……………………………

**Other Parties and Professionals**

To assist us in taking reasonable steps to help a potential appointee identify possible conflicts of interest, please advise us of:

* any entity that is closely associated with the party/ies (such as an associated company)
* the agents or lawyers who might be acting for either party

so that these issues can be known and considered now rather than have the risk of a point emerging later on that compromises the arbitration. *Please use a separate sheet for this if necessary*

**B. Where the dispute concerns a holding or other property, what is its name and address?**

**C. Location of dispute; description of the property or other matter subject to the dispute**

*(e.g. address and location of farm, type and area; nature of livestock involved)*

**D. Describe the issue to be determined and list any key dates** *(use additional sheets if necessary)*

**E. What is your authority to seek this appointment? (***please enclose a copy of any relevant document e.g. disputes clause in agreement, correspondence between parties, authority for agent)*

**F. Special requirements**

(a) Does the appointment have to be made by a particular date? If so, when?

*The effect of the Agriculture Act 2020 is that applications under the 1986 and 1995 Acts are to be made by the due date but the President can then appoint afterwards. However, some statutes and contracts provide rules, including strict time limits, relevant to such appointments Please note that the appointment is complete when the nominated person accepts the President’s appointment. Neither the President nor the CAAV will be responsible for checking that these conditions have been satisfied – that is the responsibility of the party/ies seeking the appointment. Such matters can be notified in answering this question.*

(b) Does the dispute have to be determined by a particular date? If so, when?

(c) Specific expertise required

 (d) Please advise if an arbitrator with mediation or other skills is wanted

*Some disputes may be assisted if the arbitrator can also be instructed as a*

*mediator*

(e) Other factors relevant to the appointment