

ADC Dispute Resolution Sample Clauses

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ADC DISPUTE RESOLUTION SAMPLE CLAUSES

For more information about Dispute Resolution Clauses or other ADC dispute resolution methods, please ring ADC (Australian Disputes Centre) on (02) 9239-0700.

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ADC DISPUTE RESOLUTION SAMPLE CLAUSES

1. Mediation

- (a) The parties shall endeavour to settle any dispute arising out of or relating to this agreement, including with regard to its existence, validity or termination, by mediation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation.
- (b) The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to ADC (the Guidelines).
- (c) The terms of the Guidelines are hereby deemed incorporated into this agreement.
- (d) This clause shall survive termination of this agreement.

2. Conciliation

- (a) The shall endeavour to settle any dispute arising out of or relating to this agreement, including with regard to its existence, validity or termination, by conciliation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation.
- (b) The conciliation shall be conducted in accordance with the ADC Guidelines for Commercial Conciliation operating at the time the matter is referred to ADC (the Guidelines).
- (c) The terms of the Guidelines are hereby deemed incorporated into this agreement.
- (d) This clause shall survive termination of this agreement.

3. Expert Determination (Binding)

- (a) Any dispute, controversy or claim arising out of, relating to or in connection with this agreement, including any question regarding its existence, validity or termination shall be settled by expert determination administered by the Australian Disputes Centre (ADC).
- (b) The expert determination shall be conducted in [*insert location of expert determination*] in accordance with the ADC Rules for Expert Determination operating at the time the dispute is referred to ADC (The Rules).
- (c) The terms of the Rules are hereby deemed incorporated into this agreement.
- (d) This clause shall survive termination of this agreement.

4. Arbitration (Australian – only Contract)

- (a) Any dispute, controversy or claim arising out of, relating to or in connection with this agreement, including any questions regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Australian Disputes Centre (ADC).
- (b) The arbitration shall be conducted in [*insert seat/place of arbitration*] in accordance with the ADC Rules for Domestic Arbitration operating at the time the dispute is referred to ADC (the Rules).
- (c) The terms of the Rules are hereby deemed incorporated into this agreement.
- (d) This clause shall survive termination of this agreement.

5. Mediation followed by Expert Determination

The parties shall endeavour to settle any dispute arising out of or relating to this agreement, including with regard to its existence, validity or termination, by mediation administered by the Australian Disputes Centre (ADC).

- (a) The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the dispute is referred to ADC (the Guidelines).
- (b) The terms of the Guidelines are hereby deemed incorporated into this agreement.

In the event that the dispute has not settled within twenty-eight (28) days following referral to ADC, or such other period as agreed to in writing between the parties, the dispute shall be referred to expert determination in [*insert location of the expert determination*].

- (c) The expert determination shall be administered by ADC and conducted in accordance with the ADC Rules for Expert Determination operating at the time the dispute is referred to ADC (the Rules).
- (d) The terms of the Rules are hereby deemed incorporated into this agreement.
- (e) The expert shall not be the same person as the mediator unless the parties each consent in writing to the expert so acting.

This clause shall survive termination of this agreement.

6. Mediation followed by Arbitration (Australian – Only Contract)

The parties shall endeavour to settle any dispute arising out of or relating to this agreement, including with regard to its existence, validity or termination, by mediation administered by the Australian Disputes Centre (ADC).

- (a) The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the dispute is referred to ADC (the Guidelines).
- (b) The terms of the Guidelines are hereby deemed incorporated into this agreement.

In the event that the dispute has not settled within twenty-eight (28) days following referral to ADC, or such other period as agreed to in writing between the parties, the parties shall submit the dispute to arbitration in [*insert seat/place of the arbitration*].

- (c) The arbitration shall be administered by ADC and conducted in accordance with the ADC Rules for Domestic Arbitration operating at the time the dispute is referred to arbitration (the Rules).
- (d) The terms of the Rules are hereby deemed incorporated into this agreement.
- (e) The arbitrator shall not be the same person as the mediator unless the parties each consent in writing to the arbitrator so acting.

This clause shall survive termination of this agreement.

ADC Disclaimer

The sample clauses and documents ("wordings") provided by ADC are not intended to fit all dispute situations nor do they necessarily cover the particular circumstances of your agreement or dispute. You and your legal advisers must carefully consider how appropriate the sample wordings are for your agreement and the kinds of dispute they may need to cover and if necessary amend the sample wordings to suit your particular circumstances. You agree to rely on your own professional advice and to accept responsibility for the use of any of the wordings. These are provided for general guidance only.

The use of certain processes, for example Expert Determination, is usually confined to resolution of technical matters, quantification, valuations and rent reviews and the wording should be adapted to the particular context. Expert Determination is also usually appropriate where the parties' relationship is such that formal enforcement through the courts will not be necessary. The comparative advantages of different dispute resolution processes should be considered in the particular context. You may wish to seek legal advice as to the dispute resolution process that is most appropriate to your particular circumstances.

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