

NON-INTERNATIONAL DISPUTE RESOLUTION

MODEL CLAUSES

This part includes model clauses that may be inserted in contracts as an agreement to refer any disputes or differences to arbitration and/or mediation.

1. Model Clause for Arbitration
 2. Model Clause for Mediation and Arbitration
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1. Model Clause for Arbitration

The following clause, or an appropriate variation of it, may be inserted in contracts as an agreement to refer any disputes or differences to arbitration:

“Any dispute or difference arising out of or in connection with this contract, or the subject matter of this contract, including any question regarding its existence, validity or termination (a “**Dispute**”), will be referred to and finally resolved by arbitration. The arbitration will be conducted in accordance with the Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc in force at the time the Dispute is referred to arbitration. The arbitral tribunal will consist of one arbitrator to be agreed upon by the parties. If the parties fail to agree on the identity of the arbitrator within 10 business days from the date upon which the Dispute is referred to arbitration, then the arbitrator will be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc, upon the application of any party. The place of the arbitration will be **[insert chosen city]**.” **[Consider excluding determination by High Court of preliminary points of law, and appeals to the High Court on questions of law, under clauses 4 and 5 of the Second Schedule to the Arbitration Act 1996]. [If considering retaining right to appeal on a question of law, also consider providing for any such appeal to be submitted to the AMINZ Arbitration Appeal Tribunal rather than to the High Court.]**

2. Model Clause for Mediation and Arbitration

The following clause, or an appropriate variation of it, is designed to provide for the mediation of a dispute and for arbitration if, following the mediation, the parties have not resolved their dispute:

“Any dispute or difference arising out of or in connection with this contract, or the subject matter of this contract, including any question regarding its existence, validity or termination (a **”Dispute”**), will first be referred to mediation. Upon a Dispute being referred to mediation, the parties will agree on a suitable person to act as mediator. In the event the parties fail to agree on the identity of the mediator within 10 business days of the Dispute being referred to mediation, the mediator will be appointed by the President of the Arbitrators’ and Mediators’ Institute of New Zealand Inc, upon the application of any party. The mediation will be conducted in accordance with the Mediation Protocol of the Arbitrators’ and Mediators’ Institute of New Zealand Inc in force at the time the Dispute is referred to mediation.

If the Dispute is not resolved by mediation in accordance with the above provisions, the Dispute will be referred to and finally resolved by arbitration. The arbitration will be conducted in accordance with the Arbitration Protocol of the Arbitrators’ and Mediators’ Institute of New Zealand Inc in force at the time the Dispute is referred to arbitration. The arbitral tribunal will consist of one arbitrator to be agreed upon by the parties. If the parties fail to agree on the identity of the arbitrator within 10 business days from the date upon which the Dispute is referred to arbitration, then the arbitrator will be appointed by the President of the Arbitrators’ and Mediators’ Institute of New Zealand Inc, upon the application of any party. The place of the arbitration will be **[insert chosen city].”** **[Consider excluding determination by High Court of preliminary points of law, and appeals to the High Court on questions of law, under clauses 4 and 5 of the Second Schedule to the Arbitration Act 1996].** **[If considering retaining right to appeal on a question of law, also consider providing for any such appeal to be submitted to the AMINZ Arbitration Appeal Tribunal, rather than to the High Court].**

