

Sample ADR Clause

1. No party to this agreement shall commence any court or arbitration proceedings relating to any dispute arising out of this agreement (including any dispute as to the validity, breach or termination of this agreement or as to any claim in tort, in equity or pursuant to any statute) unless that party has complied with the following paragraphs of this clause.
 - 1.1 Any party who claims that a dispute has arisen under or in relation to this agreement must give written notice to every other party specifying the nature of the dispute.
 - 1.2 On receipt of such notice by the other parties, the parties to this agreement –
 - 1.2.1 Must co-operate and use their best endeavours to resolve the dispute expeditiously
 - 1.2.2 Must, if they do not within seven days of the receipt of the notice (or such further period as they may agree in writing) resolve the dispute, refer the dispute to mediation (“the mediation”).
 - 1.3 The mediation shall in all respects be conducted in terms of the LEADR New Zealand Inc. Standard Mediation Agreement.
 - 1.4 The mediation shall be conducted by a mediator at a fee agreed by the parties. Failing agreement between the parties, the mediator shall be selected, and the mediator’s fee shall be determined by, the Chair for the time being of LEADR New Zealand Inc or his/her nominee.
 - 1.5 A party who seeks urgent interlocutory relief may, by written notice to each other party to the dispute, elect not to comply with the provisions of clauses 1.1 to 1.5, but only to the extent of the relief sought and for the period required to dispose of the application for such interlocutory relief. Except to that extent, on the disposal of the application the provisions of clauses 1.1 to 1.5 inclusive shall once again take effect.

This is a sample mediation clause, which can be used individually or linked into "multi-step" dispute