ProMediate Model P2B mediation clause

ProMediate Model Mediation Clause for P2B Terms and Conditions

‘If any dispute arises in connection with this agreement, the parties agree to first try to resolve the dispute through the complaints procedure published herein.

If the dispute is not wholly resolved through the complaint procedure, then the dispute may be referred at the discretion of the [business user] to ProMediate (UK) Limited for mediation. The Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the ProMediate Model Mediation Procedure. Unless otherwise agreed between the parties within 14 [working] days of notice of the dispute, the mediator will be nominated by ProMediate. To initiate the mediation a party must give notice in writing (‘ADR Notice’) to the other party[ies] to the dispute, referring the dispute to mediation. A copy of the referral should be sent to ProMediate.

If there is any point on the logistical arrangements of the mediation, other than the nomination of the mediator, upon which the parties cannot agree within 14 [working] days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, ProMediate will be requested to decide that point for the parties having consulted with them.