



Sample ADR Clauses

Introduction

This document contains a number of ADR clauses that can be used in any contract in England and Wales. These clauses create a legal link between your contract and ADR-ODR International Ltd so that if your contract is breached by any party to it then the dispute can be referred to us before it goes through court.

Clause 1: An all-encompassing clause

This first clause is an all-encompassing clause which will cover any breach of contract no matter how it was caused. It gives the parties a lot of power over what they want to do once the contract has been breached. It will be up to the parties whether the breach of contract is dealt with via mediation or arbitration.

The wording of the clause

Below is the exact wording of an all-encompassing ADR clause that can be copied and pasted straight into a contract.

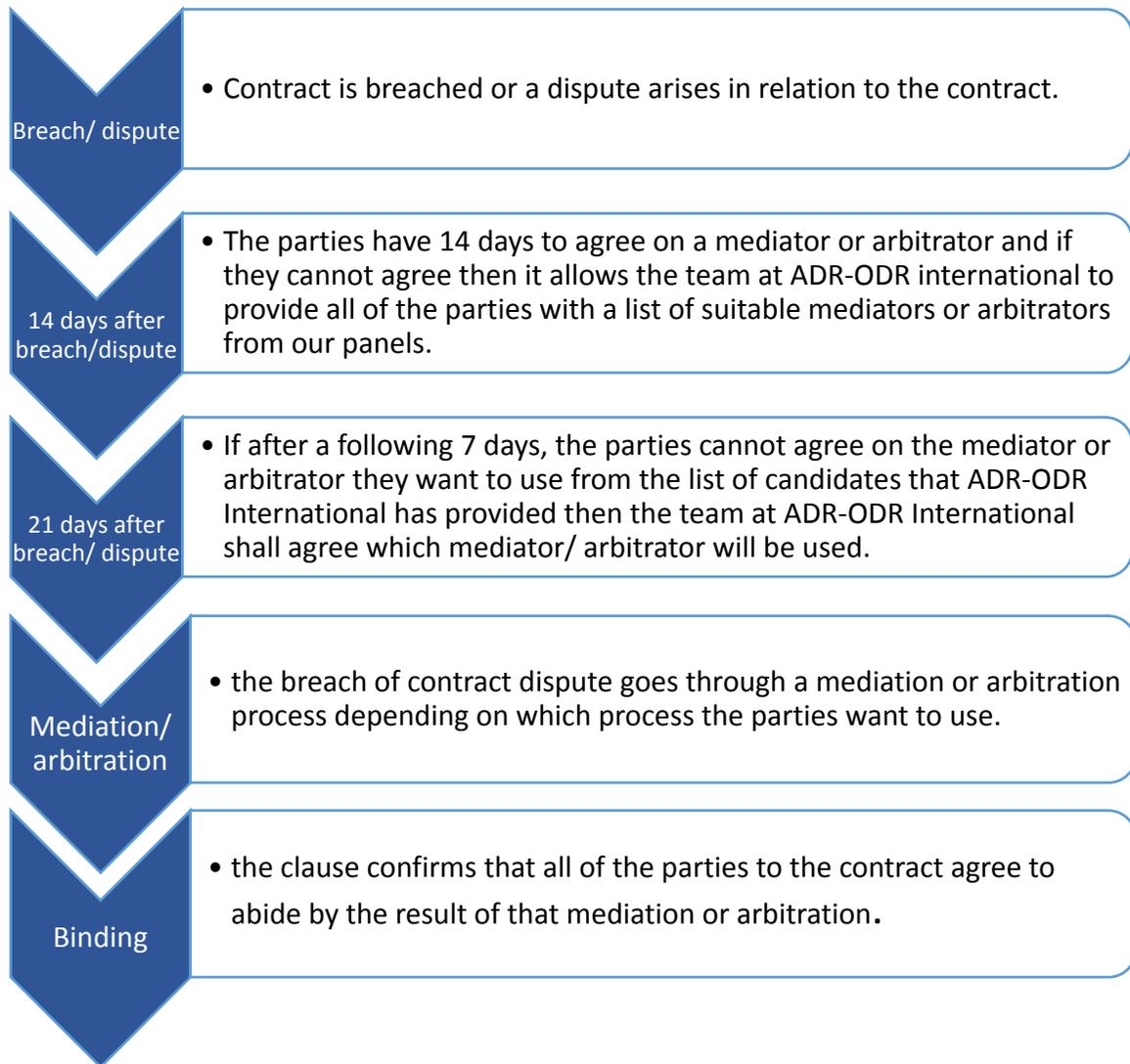
“In the event that any dispute arises, of whatever nature, due to any aspect of this contact, the parties agree to submit the dispute to mediation or arbitration as they shall agree appropriate. Within 14 days of one party informing the other party that they wish a dispute to be resolved via mediation or arbitration, the parties shall each select a mediator or arbitrator from a list of suitable candidates provided by ADR-ODR International. If within a further 7 days, the parties cannot agree on a mediator or arbitrator then the decision shall be referred to ADR-ODR International and a suitable mediator or arbitrator shall be selected. The parties agree to be bound by the outcome of the ADR process determined under this clause.”

How does the clause work?

The clause covers any breach of contract no matter how it is caused and no matter which party to the contract breaches that contract. It also covers any dispute that arises in relation to the contract or any part of the contract.



This clause will create the following process if the contract which it has been included in has been breached in any way due to any cause or if any dispute has arisen out of the contract:





Clause 2: Arbitration clause

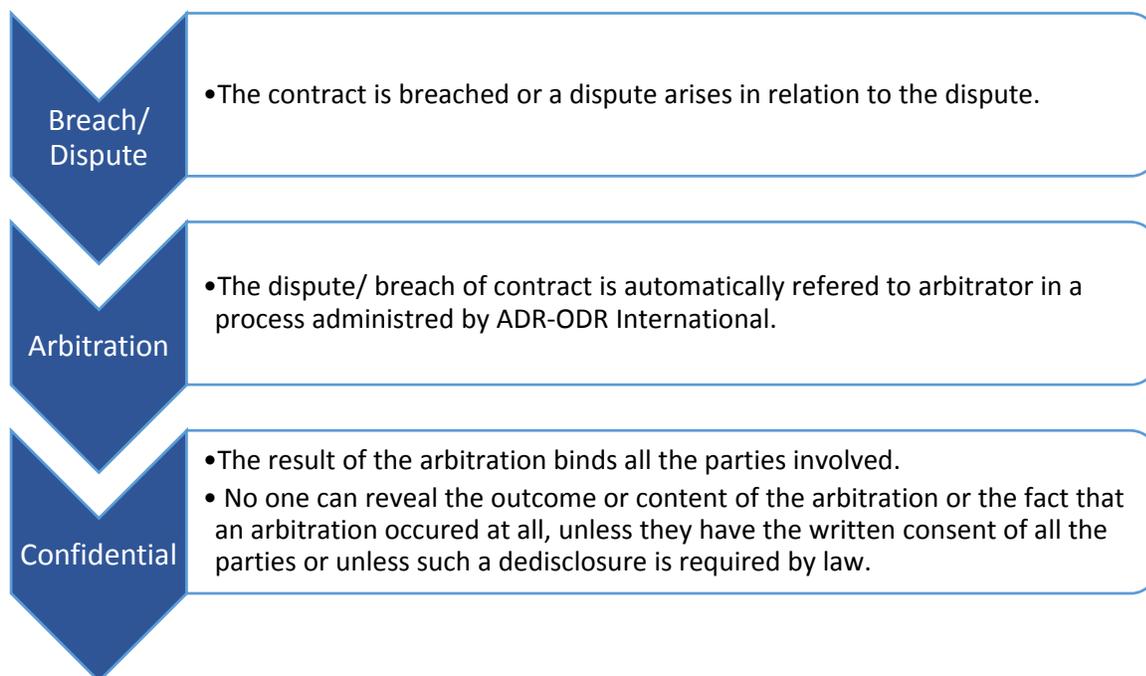
The wording of the clause

Below is the exact wording of an arbitration clause that can be copied and pasted straight into a contract:

“Any dispute arising out of or relating to this contract or breach thereof, shall be determined by final and binding arbitration administered by ADR-ODR International. The parties agree to be bound by the outcome of such an arbitration. Except as may be required by law, no party to a dispute or arbitrator shall, without the written consent of all parties to the dispute, disclose the existence, content or outcome of any arbitration arising from any dispute under this contract.”

How does the clause work?

This clause allows any breach of the contract it is used in or any dispute that arises out of said contract to be resolved using arbitration administered by ADR-ODR International.





Clause 3: Mediation clause

The wording of the clause

Below is the exact wording of a mediation clause that can be copied and pasted straight into a contract:

“Any dispute arising out of or relating to this contract or breach thereof, shall be determined by mediation administered by ADR-ODR International. The parties agree to nominate a mediator from the list provided by ADR-ODR International within 14 days and attend such a mediation when one is booked for a convenient time for all parties. Except as may be required by law, no party to a dispute or mediator shall, without the written consent of all parties to the dispute, disclose the existence, content or outcome of any mediation arising from any dispute under this contract.”

How does the clause work?

