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

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, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty-one (21) days from the date upon which the dispute arises then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.”

2. Model Clause for Mediation and Arbitration

The following clause, or a variation, 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 arising out of or relating to this contract may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between the parties. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators’ and Mediators’ Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators’ and Mediators' Institute of New Zealand Inc.”

“The mediation shall be terminated by –

(a) The signing of a settlement agreement by the parties; or
(b) Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or
(c) Notice by one or more of the parties to the mediator to the effect that further efforts at mediation are no longer justified; or
(d) The expiry of sixty (60) working days from the mediator’s appointment, unless the parties expressly consent to an extension of this period.

“If no mediation is agreed to or if the mediation should be terminated as provided in (b), (c) or (d), any dispute or difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty-one (21) days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.”