

Dispute Resolution

In this schedule, the following expressions shall have the meanings set out below:

Dispute: any disagreement or conflict between the Customer and the Supplier arising under the Contract.

Dispute Resolution Timetable: means either the Expedited Dispute Timetable or the Standard Dispute Timetable, as the case may be.

Expedited Dispute Timetable: the reduced timetable for the resolution of Disputes set out in paragraph 1.8

Notice of Dispute: a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute.

Party: is one of the organisations who make up the contract

Parties: are the collective organisations who make up to the contract

Standard Dispute Timetable: the standard timetable for the resolution of Disputes set out in paragraph 1.8

Supplier: is the bidding organisation awarded the contract and providing the services.

1 Introduction

1.1 The Dispute Resolution Procedure shall start with the service of a Notice of Dispute.

1.2 The Notice of Dispute shall:

1.2.1 set out the material particulars of the Dispute;

1.2.2 set out the reasons why the Party serving the Notice of Dispute believes that the Dispute has arisen;

1.2.3 elect the Dispute should be dealt with under the Standard Dispute Timetable or the Expedited Dispute Timetable; and

1.2.4 if the Party serving the Notice of Dispute believes that the Dispute should be dealt with under the Expedited Dispute Timetable, explain the reason why.

1.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under the Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

1.4 The time periods set out in the Dispute Resolution Timetable shall apply to all Disputes unless the Parties agree in writing that an alternative timetable should apply in respect of a specific Dispute.

1.5 The Parties may only agree to use the Expedited Dispute Timetable in exceptional circumstances where the use of the Standard Dispute Timetable would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute or a delay in resolving the Dispute would have an impact on services being provided. If the Parties are unable to reach

agreement on the use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Notice of Dispute then the Standard Dispute Timetable shall be used.

- 1.6 If at any point it becomes clear that an applicable deadline set out in the Dispute Resolution Timetable cannot be met or has passed, the Parties may agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying start of the subsequent stages set out in the Dispute Resolution Timetable by the period agreed in the extension.
- 1.7 Subject to paragraph 3, the Parties shall use reasonable endeavours to settle any Dispute between them in good faith and in accordance with the procedure set out in this paragraph 1.7.
- 1.8 In the first instance, the Customer and the Supplier will use their respective reasonable endeavours to resolve all Disputes as soon as possible, at the levels and within the timescales set out below. ("**Escalation Process**"):

| Escalation Process | Standard Timetable | dispute | Expedited Timetable | Dispute |
|------------------------------|--------------------------------|----------------|--------------------------------|-----------------|
| Operational Manager; then | Within ten Working Days | (10) | Within five (5) Days | Working Days |
| Theme Lead | Within fifteen Working Days | (15) | Within ten Working Days | (10) |
| Executive Level | Within twenty Working Days | (20) | Within fifteen Working Days | (15) |

- 1.9 If the Parties have not settled the Dispute in accordance with the Escalation Process and the time period provided in paragraph 1.8 then the Parties may (but shall not be obliged to) agree to refer the matter to mediation. Where the Parties do not agree to refer the matter to mediation then the Parties shall be free to exercise such other rights and remedies as are available to either of them without further reference to the other Party.

2 Settlement Agreement

- 2.1 Any settlement of any Dispute will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties.

3 Urgent Relief

Nothing in this schedule shall prevent either Party from seeking injunctive relief at any time.