

SCHEDULE 8.3

DISPUTE RESOLUTION PROCEDURE

LOT 1

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SCHEDULE 8.3 – DISPUTE RESOLUTION PROCEDURE

1. PURPOSE

This Schedule contains the Dispute Resolution Procedure.

2. DISPUTE NOTICES

2.1 If a Dispute has arisen the Parties shall attempt to resolve the Dispute in accordance with the Escalation Procedure. If:

2.1.1 either Party is of the reasonable opinion that the resolution of the Dispute in accordance with the Escalation Procedure, or the continuance of the Escalation Procedure, will not result in an appropriate solution; or

2.1.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of the Escalation Procedure, as set out at Appendix 4 of Schedule 8.1 (Governance), and such discussions have not resulted in an appropriate solution,

either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice:

2.2.1 shall set out:

(a) the material particulars of the Dispute; and

(b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

2.2.2 may specify in accordance with paragraph 7.2 that the Party issuing the Dispute Notice has determined (in the case of TfL) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case paragraph 7 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to paragraph 2.2.2 then:

2.3.1 if it is served by TfL it shall be treated as a Multi-Party Procedure Initiation Notice; and

2.3.2 if it is served by the Supplier it shall be treated as a Supplier Request,

and in each case the provisions of paragraph 7 shall apply.

2.4 Subject to paragraph 2.6, and provided that TfL has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties may seek to resolve the Dispute:

2.4.1 if either Party serves a Mediation Notice, and the other Party agrees to mediate, by mediation in accordance with paragraph 4;

- 2.4.2 if either Party serves a Notice of Adjudication, by Adjudication in accordance with paragraph 5; and/or
- 2.4.3 by recourse to litigation in accordance with Clause 51 (Governing Law and Jurisdiction).
- 2.5 Notwithstanding anything to the contrary in this Schedule, either Party may at any time refer any Dispute to Adjudication.
- 2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice.
3. **EXPEDITED DISPUTE TIMETABLE**
- 3.1 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of TfL.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of paragraph 3.1 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- 3.2.1 in Appendix 4 to Schedule 8.1 (Governance), ten (10) Working Days;
- 3.2.2 in paragraph 4.2, seven (7) Working Days;
- 3.2.3 in paragraph 5.4, four (4) Working Days;
- 3.2.4 in paragraph 5.5, seven (7) Working Days;
- 3.2.5 in paragraph 5.17 five (5) Working Days; and
- 3.2.6 in paragraph 5.21 ten (10) Working Days.
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within two (2) Working Days after the deadline has passed, TfL may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable Paragraphs (or two (2) Working Days in the case of paragraph 5.5). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If TfL fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.
4. **MEDIATION**
- 4.1 Following the service of a Dispute Notice, either Party may serve a written notice to proceed to mediation in accordance with this paragraph (a "**Mediation Notice**").

- 4.2 If either Party serves a Mediation Notice, and the other Party agrees within ten (10) Working Days from receipt of the Mediation Notice to mediate, the Parties shall attempt to resolve the Dispute in accordance with CEDR's model mediation agreement which shall be deemed to be incorporated by reference into this Agreement.
- 4.3 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within ten (10) Working Days from the agreement to mediate then either Party may apply to CEDR to nominate such a person.
- 4.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties. The Mediator shall assist the Parties in recording the outcome of the mediation.

5. **ADJUDICATION**

Notice of Adjudication

- 5.1 Whether or not a Dispute Notice has been served, either Party may at any time give written notice (the "**Notice of Adjudication**") to the other Party requiring the Dispute to be referred to a suitably experienced Adjudicator.
- 5.2 The Notice of Adjudication shall set out briefly:
- 5.2.1 a statement of the nature of the Dispute in respect of which Adjudication is required and the material facts to be relied on;
 - 5.2.2 the Clauses, Schedules and paragraphs in this Agreement to be relied on; and
 - 5.2.3 the redress sought (including the quantum of any monetary relief).
- 5.3 More than one (1) Notice of Adjudication may be given in relation to Disputes arising out of this Agreement. An Adjudicator may act in more than one (1) Adjudication under this Agreement at the same time but in respect of each Dispute there shall only be one (1) Adjudicator at any time.

Appointing the Adjudicator

- 5.4 The Parties shall within ten (10) Working Days of the Notice of Adjudication agree the appointment of a suitably experienced individual to act as the Adjudicator.
- 5.5 If the Parties agree on the identity of the Adjudicator, the Party that gave the Notice of Adjudication (the "**Referring Party**") shall within a further ten (10) calendar days send to the Adjudicator and to the other Party:
- 5.5.1 a copy of the Notice of Adjudication;
 - 5.5.2 the Parties' names and addresses;

- 5.5.3 a copy of this Agreement; and
 - 5.5.4 a written request for the Adjudicator to confirm to the Parties within ten (10) Working Days of receipt of such request the Adjudicator's availability to act.
- 5.6 If such person named under paragraph 5.4 confirms to the Parties within ten (10) Working Days of receipt of the request from the Referring Party their availability to act, they shall be the Adjudicator for any Dispute stated in the Notice of Adjudication.
- 5.7 If the Parties do not agree within ten (10) Working Days of the Notice of Adjudication on the identity of the Adjudicator or the Adjudicator does not confirm his availability to act in accordance with paragraph 5.6, the Referring Party shall request a nomination of an Adjudicator from the LCIA to be made within ten (10) Working Days and shall send to the LCIA:
- 5.7.1 a copy of the Notice of Adjudication;
 - 5.7.2 the Parties' names and addresses;
 - 5.7.3 a copy of this Dispute Resolution Procedure; and
 - 5.7.4 anything else required by the LCIA for it to nominate an Adjudicator.

If the LCIA does not make a nomination within ten (10) Working Days, the Referring Party may issue a further Notice of Adjudication in accordance with paragraph 5.1 and the Parties shall appoint an Adjudicator in accordance with paragraphs 5.4 to 5.7.

- 5.8 Following nomination of an Adjudicator by the LCIA in accordance with paragraph 5.7, the Referring Party shall send a written request to the Adjudicator to confirm to the Parties within ten (10) Working Days of receipt of such request their availability to act. If they confirm to the Parties their availability to act within ten (10) Working Days, they shall be the Adjudicator for any Dispute stated within the Notice of Adjudication. If not, the Referring Party may issue a further Notice of Adjudication in accordance with paragraph 5.1 and the Parties shall appoint an Adjudicator in accordance with paragraphs 5.4 to 5.7.
- 5.9 If, for any reason, an Adjudicator:
- 5.9.1 resigns or is unable to act; or
 - 5.9.2 fails to reach a decision within the time required by these rules, and the Parties are unable to agree with the Adjudicator an extension of time and/or are unable to agree a replacement Adjudicator,

the Referring Party may issue a further Notice of Adjudication in accordance with paragraph 5.1 and the Parties shall appoint an Adjudicator in accordance with paragraphs 5.4 to 5.7.

- 5.10 An Adjudicator shall declare to the Parties and shall not act if they are or have been an employee, agent or consultant of either Party, save where both Parties consent, and shall declare any interest, financial or otherwise, in any Dispute referred to in the Notice of Adjudication.
- 5.11 Subject to paragraph 5.10, if a Party objects to a person selected as Adjudicator by the LCIA, that objection shall not prevent the Adjudicator being appointed, and it shall not invalidate the appointment or any decision the Adjudicator may reach.

- 5.12 The Adjudicator shall provide to the Parties, at the same time as confirming his availability to act, a copy of the terms on which the Adjudicator is prepared to act including information regarding fees and expenses.

Scope of the Adjudication

- 5.13 The scope of the Adjudication shall be the Dispute identified in the Notice of Adjudication, together with:

5.13.1 any further matters which the Parties agree should be within the scope of the Adjudication; and

5.13.2 any further matters which the Adjudicator determines must be included in order that the Adjudication may be effective and/or meaningful.

- 5.14 The Adjudicator may decide upon their own substantive jurisdiction and the scope of the Adjudication.

Purpose of the Adjudication

- 5.15 The underlying purpose of the Adjudication is to decide Disputes between the Parties that are within the scope of the Adjudication as rapidly and economically as is reasonably possible.

Role of the Adjudicator

- 5.16 The Adjudicator shall act fairly and impartially, but shall not be obliged or empowered to act as arbitrator.

Referral of the Dispute

- 5.17 Provided that an Adjudicator has confirmed their availability to act, the Referring Party shall refer the Dispute by notice in writing (the "**Referral Notice**") to the Adjudicator within seven (7) Working Days of the Notice of Adjudication.

- 5.18 The Referral Notice shall include:

5.18.1 details of the circumstances giving rise to the Dispute;

5.18.2 the reasons for entitlement to the remedy sought; and

5.18.3 any documentary or other evidence that the Referring Party intends to rely upon in the Adjudication.

- 5.19 The Referring Party shall, at the same time as it sends to the Adjudicator the Referral Notice and documents referred to in paragraph 5.18, send a copy of the Referral Notice and copies of those documents to the other Party.

- 5.20 The date of the referral of the Dispute shall be the date on which the Referral Notice is received by the Adjudicator (the "**Date of Referral**"). The Adjudicator shall confirm to the Parties in writing the date of receipt of the Referral Notice.

- 5.21 Following receipt from the Referring Party of a Referral Notice in accordance with paragraph 5.19, the other Party shall be entitled to send a response to the Adjudicator, which shall at

the same time be copied to the Referring Party, within fifteen (15) Working Days of the Date of Referral.

The Adjudication

- 5.22 The Adjudicator shall establish the timetable and procedure for the Adjudication, with which the Parties will comply, subject always to the time limit in paragraph 5.30, and may proceed if one (1) Party does not participate or cooperate.
- 5.23 Without prejudice to the generality of paragraph 5.22, the Adjudicator may if they think fit:
- 5.23.1 require the delivery of written statements of case;
 - 5.23.2 require either Party to produce a bundle of key documents (other than documents that would be privileged from production to a court);
 - 5.23.3 limit the length of any written or oral submission;
 - 5.23.4 require the attendance before them for questioning of any employee or agent of either Party, provided the Party can compel the employee or agent to attend;
 - 5.23.5 make Site visits;
 - 5.23.6 subject to paragraph 5.25.2, make use of their own specialist knowledge;
 - 5.23.7 make directions for the conduct of the Adjudication orally or in writing, if made orally the directions shall be confirmed by the Adjudicator in writing;
 - 5.23.8 review and revise any of their own previous directions;
 - 5.23.9 conduct the Adjudication inquisitorially, and take the initiative in ascertaining the facts and the Law;
 - 5.23.10 proceed with the Adjudication and reach a decision even if a Party fails to comply with a request or direction with which they have been given the opportunity to comply; and
 - 5.23.11 reach their decision(s) with or without holding an oral hearing.
- 5.24 The Adjudicator may, at any time, obtain legal or technical advice on any matter provided that the Parties are informed of the reasons beforehand. Prior to making the decision, the Adjudicator shall provide the Parties with copies of any written advice so obtained.
- 5.25 The Adjudicator shall:
- 5.25.1 decide on the Dispute referred to in the Notice of Adjudication, and any other matters as identified under paragraph 5.13, on the basis of the Parties' legal entitlements;
 - 5.25.2 act fairly and impartially, giving each Party a reasonable opportunity, in light of the timetable, of putting their case and dealing with that of its opponent;

- 5.25.3 in reaching his decision, take into account the fact that this Agreement relates to services provided to the public which should continue to operate in a timely, economic, efficient and reliable manner; and
- 5.25.4 avoid incurring unnecessary expense.
- 5.26 The Adjudicator shall not:
- 5.26.1 request and/or require any advance payment of or security for his fees;
- 5.26.2 receive any submissions from one (1) Party that are not also made available to the other Party;
- 5.26.3 except in the event of misconduct by that representative refuse either Party the right at any hearing or meeting to be represented by any representative of that Party's choosing who is present;
- 5.26.4 act or continue to act if they have a conflict of interest; or
- 5.26.5 require either Party to pay or make contribution to the legal costs of the other Party arising in the Adjudication.
- 5.27 The Adjudicator may in any decision, direct the payment of such interest from such dates and at such rates as permitted by this Agreement or if no such rate is set out in this Agreement, the Adjudicator may apply a commercially reasonable rate.
- 5.28 All information of whatever nature provided to the Adjudicator by either Party shall be copied to the other Party or (where copying is not practicable) the other Party shall be entitled to inspect it. The Adjudicator shall require material information provided orally to be confirmed to the Adjudicator in writing (and copied to the other party).
- 5.29 The Parties shall continue to observe and perform all obligations contained in this Agreement, notwithstanding any reference to the Adjudicator.
- The Adjudicator's decision**
- 5.30 The Adjudicator shall reach a decision on the Dispute set out in the Notice of Adjudication, and any other matters as identified under paragraph 5.13, within twenty-eight (28) days of the Date of Referral, as confirmed to the Parties in accordance with paragraph 5.20.
- 5.31 The twenty-eight (28) day period set out in paragraph 5.30 may be extended:
- 5.31.1 to such longer period as may be agreed by the Parties after the Dispute has been referred to the Adjudicator; and
- 5.31.2 by the Adjudicator by up to fourteen (14) days with the consent of the Referring Party.
- 5.32 Any decision of the Adjudicator shall be in writing. The Adjudicator shall provide written reasons for his decision.
- 5.33 Any decision of the Adjudicator shall be binding unless and until the Dispute is finally determined by the court pursuant to paragraph 5.40 or by written agreement.

5.34 Either Party may apply to the appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge shall be regarded and treated as a Dispute for the purposes of this Schedule.

Costs

5.35 Each Party shall bear its own costs. The Adjudicator may not decide the Parties' legal and other costs arising out of or in connection with the Adjudication unless the Parties otherwise agree.

5.36 Unless the Adjudicator resigns before sending the Parties his decision, he shall be entitled to charge the Parties his fees and expenses for the Adjudication.

5.37 The Parties shall be jointly and severally responsible for the Adjudicator's fees and expenses including the fees and expenses of any legal or technical adviser instructed by the Adjudicator under paragraph 5.24.

5.38 In the decision, the Adjudicator shall have discretion to apportion liability for the Adjudicator's fees and expenses referred to in paragraph 5.37. The Parties agree to be bound by the Adjudicator's costs direction unless and until the costs direction of the Adjudicator is set aside or revised in accordance with paragraph 5.41.

5.39 Notwithstanding anything to the contrary in any contract between the Parties, the Adjudicator shall have no jurisdiction to require the Party which referred the Dispute to Adjudication to pay the costs of the other Party solely by reason of having referred the Dispute to Adjudication.

Court Proceedings

5.40 If either Party is dissatisfied with the Adjudicator's decision, then within twenty-eight (28) Working Days of the date of the Adjudicator's decision it may give written notice to the other Party that it intends to issue court proceedings for the determination of the Dispute. If no such notice is issued within twenty-eight (28) Working Days, the Adjudicator's decision shall become final and binding.

5.41 Provided that a Dispute Notice has first been issued in accordance with paragraph 2, and subject to paragraph 5.40, Disputes shall be finally resolved by the courts of England and Wales. In relation to any court proceedings commenced pursuant to paragraph 5.40 after Adjudication proceedings:

5.41.1 no Party shall be limited in the proceedings before the court to the evidence or arguments put before the Adjudicator;

5.41.2 the Adjudicator shall neither be called as a witness nor required to give evidence before the court on any matter whatsoever; and

5.41.3 either Party can request the court to set aside or revise a direction by the Adjudicator in respect of payment by the Parties of the costs or fees of the Adjudication (including payment of the remuneration and expenses of the Adjudicator).

For the avoidance of doubt, the Parties do not need to refer a Dispute to Adjudication or (in the case of Multi-Party Disputes) to a Multi-Party Dispute Resolution Board before that Dispute can be referred to the courts of England & Wales.

Enforcement

- 5.42 Every decision of the Adjudicator shall be implemented without delay subject to final determination by the court following court proceedings for the determination of the Dispute issued in accordance with paragraph 5.40. The Parties shall be entitled to such reliefs and remedies as are set out in the Adjudicator's decision, and shall be entitled to summary enforcement thereof, even if the decision is or becomes the subject of any court proceedings. No issue decided by one (1) Adjudicator may be referred to another Adjudicator for a decision, unless agreed in writing by the Parties.

Independence

- 5.43 The Adjudicator, and any legal or technical adviser instructed by them under paragraph 5.24 are and shall remain independent of the Parties, neutral and impartial, and do not and shall not act as advisers to the Parties.

Confidentiality

- 5.44 Each Adjudication shall be private and confidential. The Parties, the Adjudicator (and any expert and/or professional adviser appointed by them under paragraph 5.24) shall keep the existence of and subject matter of each Adjudication and each decision private and confidential, except to the extent that it is necessary in order to implement or enforce a decision or is required by Law.

No Liability

- 5.45 The Adjudicator (and any legal or technical adviser instructed by them under paragraph 5.24) shall not be liable for anything done or omitted to be done in the discharge or purported discharge of their appointment, unless the act or omission is shown to be fraudulent or in bad faith. However, nothing in this forgoing exclusion shall relieve the Adjudicator (and any legal or technical adviser instructed by them under paragraph 5.24) of their duty to provide their decision in accordance with the agreed timetable.
- 5.46 No Party shall, save in the case of bad faith on the part of the Adjudicator, make any application to court whatsoever in relation to the conduct of the Adjudication or the decision of the Adjudicator until such time as the Adjudicator has made his decision, or refused to make a decision.

6. URGENT RELIEF

- 6.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- 6.1.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or
 - 6.1.2 where compliance with paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

7. **MULTI-PARTY DISPUTES**

7.1 Multi-Party Disputes shall be resolved in accordance with the procedure set out in this paragraph 7 (the "**Multi-Party Dispute Resolution Procedure**").

7.2 If at any time following the issue of a Dispute Notice or Notice of Adjudication, but before the Dispute has been referred to Adjudication in accordance with paragraph 5 or to litigation in accordance with Clause 51 (Governing Law and Jurisdiction) of this Agreement, TfL reasonably considers that the matters giving rise to the Dispute involve one (1) or more Related Third Parties, then TfL shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out TfL's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure (such notice a "**Multi-Party Procedure Initiation Notice**").

7.3 If following the issue of a Dispute Notice or Notice of Adjudication, but before the Dispute has been referred to Adjudication in accordance with paragraph 5 or to litigation in accordance with Clause 51 (Governing Law and Jurisdiction) of this Agreement, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on TfL.

7.4 TfL shall (acting reasonably) consider each Supplier Request and shall determine within ten (10) Working Days whether the Dispute is:

7.4.1 a Multi-Party Dispute, in which case TfL shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or

7.4.2 TfL shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with paragraphs 2 to 6.

7.5 If TfL has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request in reference to the same Dispute.

7.6 Following service of a Multi-Party Procedure Initiation Notice, a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the "**Multi-Party Dispute Resolution Board**") comprising at least one (1) representative from each of the following participants, each of whom must be authorised to finalise any agreement to settle the Multi-Party Dispute:

7.6.1 TfL;

7.6.2 the Supplier; and

7.6.3 each Related Third Party involved in the Multi-Party Dispute,

together with any other representatives of the Supplier or any relevant Related Third Party whom TfL considers necessary (together, the "**Multi-Party Dispute Representatives**").

7.7 The Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:

- 7.7.1 TfL and the Supplier shall procure that their Multi-Party Dispute Representatives attend, and shall endeavour to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
 - 7.7.2 meetings of the Multi-Party Dispute Resolution Board shall be chaired by TfL's representative;
 - 7.7.3 within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice. If the Parties do not reach agreement on the time and place to meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, they shall meet at the time and place specified by TfL, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
 - 7.7.4 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations of TfL, the Supplier and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.
- 7.8 Subject to paragraph 2.5, if a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:
- 7.8.1 either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case paragraph 4 shall apply; and/or
 - 7.8.2 either Party may request that the Multi-Party Dispute be referred to an Adjudicator in which case paragraph 5 shall apply; and/or
 - 7.8.3 either Party may refer the Multi-Party Dispute to the English Courts for resolution.
- 7.9 If a Multi-Party Dispute is referred to mediation or Adjudication, TfL and the Supplier shall each use reasonable endeavours to procure that all relevant Related Third Parties give their written consent to participate in (and, in the case of Adjudication, be bound by) the Adjudication or mediation.
- 7.10 To the extent that one (1) or more Related Third Parties consent to participate in (and in the case of Adjudication agree to be bound by) an Adjudication or mediation:
- 7.10.1 references in this Schedule to "Parties" or "Party" shall in such circumstances include the relevant Related Third Parties (and reference to "either Party", "both Parties" or "the other Party" shall be constructed accordingly); and
 - 7.10.2 in respect of an Adjudication, the Adjudicator shall decide the Dispute under all relevant contracts in accordance with the provisions of this Schedule.