SCHEDULE 8.3

DISPUTE RESOLUTION PROCEDURE

VERSION CONTROL

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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 arises then:

2.1.1 the Parties shall attempt to resolve the Dispute at the next scheduled meeting of the most relevant Group of the following Groups (as described in Schedule 8.1 (Governance)):

(a) the RTO Transition Group;

(b) the RTO Service Delivery Group;

(c) the RTO Product Development Group; or

(d) the RTO Exploitation Business Group;

2.1.2 if the attempt to resolve the Dispute referred to in paragraph 2.1.1 is not successful within ten (10) Working Days (or within such other period as the Parties may agree in writing) of the relevant Group meeting, the Parties shall attempt to resolve the Dispute at the next scheduled meeting of the RTO Relationship Management and Steering Group (or at a special meeting of the RTO Relationship Management and Steering Group convened by the Parties if required); and

2.1.3 if the attempt to resolve the Dispute referred to in paragraph 2.1.2 is not successful within five (5) Working Days (or within such other period as the Parties may agree in writing) following the relevant meeting of the RTO Relationship Management and Steering Group then 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;

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

(c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and

2.2.2 may specify in accordance with the requirements of paragraphs 7.2 and 7.3 that the Party issuing the Dispute Notice has determined (in the case of TTL) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case paragraph 2.3 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 TTL 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 3.2 and so long as TTL has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

2.4.1 first by commercial negotiation (as prescribed in paragraph 4);

2.4.2 then, if either Party serves a Mediation Notice, by mediation (as prescribed in paragraph 5); and

2.4.3 lastly by recourse to litigation (in accordance with Clause 48 of this Agreement).

2.5 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 or proceedings under paragraph 6.

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 TTL.

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 paragraph 4.2.3, ten (10) Working Days; and

3.2.2 in paragraph 5.2, 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, TTL 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. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If TTL 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. COMMERCIAL NEGOTIATION

4.1 Provided that TTL has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute within seven (7) Working Days of the service of a Dispute Notice, TTL and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between a director or chief executive of each Party (or equivalent senior representative nominated by the relevant Party).

4.2 If:

4.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;

4.2.2 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 commercial negotiation in accordance with this paragraph 4; or

4.2.3 the Parties have not settled the Dispute in accordance with paragraph 4.1 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation in accordance with paragraph 5 (a "**Mediation Notice**").

5. MEDIATION

5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).

5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within seven (7) calendar days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.

5.3 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.

5.4 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 (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

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 All 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, TTL reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then TTL shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out TTL'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, 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 TTL.

7.4 TTL shall (acting reasonably) consider each Supplier Request and shall determine within five (5) Working Days whether the Dispute is:

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

7.4.2 not a Multi-Party Dispute, in which case TTL shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with paragraphs 3 to 6.

7.5 If TTL has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with 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 (the "**Multi-Party Dispute Resolution Board**") comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:

7.6.1 TTL;

7.6.2 the Supplier;

7.6.3 each Related Third Party involved in the Multi-Party Dispute; and

7.6.4 any other representatives of any of the Parties and/or any Related Third Parties whom TTL considers necessary,

(together the "**Multi-Party Dispute Representatives**").

7.7 The Parties agree that 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 the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall 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 the Multi-Party Dispute Resolution Board shall first meet 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 or, if the Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by TTL, 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

7.7.3 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 between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

7.8 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 either Party may serve a Mediation Notice in respect of the Multi-Party Dispute, in which case paragraph 5 shall apply and references to the "Supplier" or the "Parties" in paragraph 5 shall include a reference to all Related Third Parties.