pinqDR Contract Clauses

Recommended draft clauses for use in B2B contracts

Introduction

pinqDR is a dispute resolution procedure that empowers business, not stifles it. It provides for a quick and efficient process for the resolution of B2B contract disputes in an online procedure by experienced arbitrators.

Where you wish to use pinqDR, you can either choose to do so by incorporating a clause in your contract or you can enter into a separate agreement afterwards (known as a submission agreement).

I don't have a pinqDR clause in my contract

Where parties have not agreed to pinqDR at the time of entering into a contract, but subsequently wish to use the procedure for resolution of disputes, they will need to enter into a separate Party Agreement. pinqDR's standard Party Agreement template is available here.

I want to incorporate a pinqDR clause in my contract

pinqDR recommends the following clauses. Notes and commentary are in italics.

Model A - Standard pinqDR Agreement

The Parties agree that in the event of any dispute arising under or in relation to this [*transaction*], pinqDR (online arbitration) shall be used to finally resolve it in accordance with the pinqDR Rules. The Parties agree to the short timetable for arbitration required by pinqDR and shall comply with the timetable applied to any dispute by pinqDR or the Arbitrator. The Parties agree that communications and notices shall be validly made to either party if sent to the email addresses set out below:

>Party A: [*name*], [*email*].;

>Party B: [*name*], [*email*]..

Model B - Standard pinqDR Agreement (short form award, no reasons)

Parties to some contracts may prefer that Awards can be made quickly without having to set out reasons for the decision. The following clause provides for an Award to be issued without reasons. [Note: where no reasons as provided, it is usually impossible to review or challenge an Award]

The Parties agree that in the event of any dispute arising under or in relation to this [*transaction*], pinqDR (online arbitration) shall be used to finally resolve it in accordance with the pinqDR Rules. The Parties agree to dispense with a reasoned award and agree to the short timetable for arbitration required by pinqDR and shall comply with the timetable applied to any dispute by pinqDR or the Arbitrator. The Parties agree that communications and notices shall be validly made to either party if sent to the email addresses set out below:

Party A: [*name*] ...., [*email*] ....;

Party B: [*name*] ...., [*email*] ....

Model C - Model A Agreement with limit on value of claims

Parties may wish pinqDR to deal with lower value B2B contract claims whilst leaving higher value claims to be resolved by some other process. The following clause sets an upper limit for claims to be referred to pinqDR. Note: where using this clause, you should also include a separate provision dealing with how claims of a higher value will be determined.

The Parties agree that in the event of any monetary claims arising under or in relation to this [*transaction*] with a value of [*amount*] or less, pinqDR (online arbitration) shall be used to finally resolve it in accordance with the pinqDR Rules. The Parties agree to the short timetable for arbitration required by pinqDR and shall comply with the timetable applied to any dispute by pinqDR or the Arbitrator. The Parties agree that communications and notices shall be validly made to either party if sent to the email addresses set out below:

Party A: [*name*] ...., [*email*] ....;

Party B: [*name*] ...., [*email*] ....

Model D - Escalation clause (party negotiations), with Model A pinqDR clause

Parties are encouraged to try to settle disputes without resorting to any formal process (including pinqDR). The following clause provides for an escalation mechanism, allowing good faith negotiations before commencing pinqDR proceedings. Whilst parties may also wish to use mediation or some other form of ADR process, given the speed and efficiency of pinqDR procedures, pinqDR does not recommend a separate form of ADR as it is likely to cause delay.

In the event of any dispute arising under or in relation to this [*transaction*], the Parties shall first attempt to resolve the dispute through good faith discussions between appropriate [*senior management*] representatives.

If the dispute is not resolved within [*7*] days through such good faith negotiations, or if an urgent resolution of the dispute is sought, pinqDR (online arbitration) shall be used to finally resolve it in accordance with the pinqDR Rules. The Parties agree to dispense with a reasoned award and agree to the short timetable for arbitration required by pinqDR and shall comply with the timetable applied to any dispute by pinqDR or the Arbitrator. The Parties agree that communications and notices shall be validly made to either party if sent to the email addresses set out below:

Party A: [*name*] ...., [*email*] ....;

Party B: [*name*] ...., [*email*] ....

Model F - Standard pinqDR Agreement (Model A), specified seat

The pinqDR Rules provide that London, England shall be the seat of proceedings unless the parties agree otherwise in writing. Whilst an online procedure would not require the parties or arbitrator to conduct the procedure physically in a particular location, some parties may prefer to specify a different seat of arbitration. The following clause allows a specific (different) choice to be made. Note: where a seat other than London, England is selected, parties should also include an express choice of the law to govern the transaction.

The Parties agree that in the event of any dispute arising under or in relation to this [*transaction*], pinqDR (online arbitration) shall be used to finally resolve it in accordance with the pinqDR Rules. [*City, Country*] shall be the formal seat of the pinqDR proceeding. The Parties agree to the short timetable for arbitration required by pinqDR and shall comply with the timetable applied to any dispute by pinqDR or the Arbitrator. The Parties agree that communications and notices shall be validly made to either party if sent to the email addresses set out below:

Party A: [*name*] ...., [*email*] ....;

Party B: [*name*] ...., [*email*] ....