



## **THE RAILWAY INDUSTRY DISPUTE RESOLUTION RULES**

The purpose of these Rules is to identify the method of resolving a dispute arising under any contract other than CAHA between two or more parties which requires such an issue to be resolved pursuant to the Railway Industry Dispute Resolution ("RIDR") Rules.

### **1. Definitions**

In these Rules, unless the context otherwise requires:

"Access Disputes Committee"	means the body constituted under the Access Dispute Resolution Rules, as amended from time to time;
"CAHA"	means the Claims Allocation and Handling Agreement dated 1 April 1994 and made between British Railways Board, Network Rail, Gatwick Express Limited, European Passenger Services Limited and Railway Claims Limited, as amended from time to time, and any other agreement made in replacement for that agreement;
"RIDR Committee"	means the now defunct committee established under Part A of the RIDR Rules previously in force.

### **2. Entry into Force**

These RIDR Rules shall have effect from 1 November 2015 in substitution for the RIDR Rules previously in force.

### **3. Procedure**

- 3.1 Unless the parties otherwise agree, an attempt shall be made to resolve the dispute by mediation, a private dispute resolution process in which a neutral mediator tries to help the parties to reach a negotiated settlement.
- 3.2 A party wishing to address a dispute through mediation shall so inform every other party to the dispute and shall take the lead in seeking to agree the identity of a mediator with each of them. If the parties are unable to agree a mediator within 21 days, the attempt to establish mediation shall be deemed to have failed and the dispute shall be resolved by arbitration in accordance with the Arbitration Act 1996.

- 3.3 Immediately on his appointment, the mediator shall contact the parties and arrange to meet them. He may require each of them to provide him with a brief summary of the dispute and their contentions in relation to it. The mediator shall, at his discretion, be entitled to send a copy of such summary to each of the other parties to the dispute.
- 3.4 The parties and the mediator shall agree a date on which the mediation shall terminate. If the parties cannot agree the date on which the mediation shall terminate, or resolve the dispute within seven days of the termination of the mediation, the mediation will be deemed unsuccessful.
- 3.5 The mediation shall be confidential, and any document, submission, statement or other information disclosed during or in anticipation of the mediation process shall be treated as so disclosed on a "without prejudice" basis.
- 3.6 Unless the parties otherwise agree, each party shall bear its own cost of the mediation. The parties shall share equally the mediator's fees and expenses (including the cost of obtaining any legal or expert advice) and all other administrative costs of the procedure.
- 3.7 If for any reason the mediation is unsuccessful, or if the mediator at his discretion declares that the mediation has failed, any party to the dispute may refer it to arbitration in accordance with the Arbitration Act 1996.

#### **4. Arbitration**

Any dispute which the parties to the dispute have agreed should be referred to arbitration under the RIDR Rules shall instead be referred to arbitration in accordance with the Arbitration Act 1996.

#### **5. Expert Determination**

Any dispute required by the contract between the parties to be resolved by Expert Determination shall instead be referred to arbitration in accordance with the Arbitration Act 1996.

#### **6. General**

- 5.1 These Rules may be amended by the Access Disputes Committee after appropriate consultation within the railway industry and subject to approval by the Office of Rail Regulation and the Department for Transport. Such amendment(s) shall not have effect with respect to any dispute which is in the process of being resolved in accordance with these Rules unless all parties to the dispute otherwise agree.
- 5.2 For the avoidance of doubt, the Secretary of the Access Disputes Committee shall be deemed to act also as the Secretary to the RIDR Committee in any such circumstances where that may become necessary.