**PROCEDURE AGREEMENT**

This Agreement is made on ‘*insert Date’* between

(A) ‘*Insert Company Name’* Limited (company number ‘*insert Company no’*) whose registered address is ‘*Insert address’* and

*(B) ‘Insert Company Name’, (*company number ‘*insert company no’)*

Together “the Parties”. *[NB - there can be more than two Parties]*

Whereas

(i) (A) has made valid service of a Notice of Dispute in accordance with the Rules.

(ii) the dispute relates to *……………….*

(iii) the dispute has been allocated case number *‘insert number’* by the Secretary.

It is hereby agreed that:

1 The dispute shall be referred in the first instance for determination by *[name of first instance determinative stage process]*.

2 [As a preliminary to commencing the first instance determinative process as set out in the Rules, the parties will submit the matter to [*name of facilitative stage process].*]

or

 [The Parties agree that a facilitative stage will not be adopted prior to commencing the determinative process.]

3 [The Parties are agreed that before commencement of the [*insert name of facilitative/determinative stage*] process, certain issues shall be referred to the Office of Rail and Road in the terms as set out in Annex 1 to this Procedure Agreement.] [*Remember to create the Annex]*

or

 [The Parties are in agreement that there are no issues to refer to the Office of Rail and Road before commencement of the [*name of the facilitative/determinative stage*] process.]

4 In the event of *[either/ any]* Party wishing to appeal against the determination of the *[name of first instance determinative stage process]*, it is agreed that such appeal shall be made to *[the ORR in accordance with the Network Code, Part M/ name of second determinative stage process/ the ORR]*. The Parties are satisfied that the ORR is agreeable to accepting an appeal as part of the determination procedure relating to this dispute.

5 [*Where agreeing reference to Court*] [It is agreed that any claim made to the Court shall be initiated within [*minimum 2, maximum 9*] months of the conclusion of any prior stage otherwise the dispute shall be deemed withdrawn.]

**Definitions and interpretation**

6 Unless otherwise specified

 **“Rules”** means the Access Dispute Resolution Rules which came into force on 1 August 2010 which are annexed to the Network Code as amended from time to time.

 **“Secretary”** means the Committee Secretary appointed in accordance with the Rules.

7 Headings are for convenience and do not affect the interpretation of this Agreement.

**Governing Law**

8 This Agreement will be governed by and construed in accordance with the laws of [*England and Wales/ Scotland*].

**Counterparts**

9 This Agreement may be entered into in counterpart.

For [*insert company name]* Limited For [*insert company name]* Limited

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(Position) (Position)