**PROCEDURE AGREEMENT**

This Agreement is made on **xxxxxxxxxxxxxxx** between

1. **xxxxxxxxxxxxxxx** Limited (company number **xxxxxxxxxxxx**) whose registered address is **xxxxxxxxxxxxxxx** and
2. **xxxxxxxxxxxxxxx** Limited, (company number **xxxxxxxxxxxx**) whose registered address is **xxxxxxxxxxxxxxx**

together “the Parties”. *[COULD BE MORE PARTIES]*

Whereas

1. (A) has made valid service of a Notice of Dispute in accordance with the Rules
2. the dispute relates to **xxxxxxxxxxxxxxx**

(iii) the dispute has been allocated case number **xxxxxx** 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]***.

1. [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.]

1. [The Parties are agreed that before commencement of the *[name of the facilitative/determinative stage]* process, certain issues shall be referred to the ORR in the terms as set out in Annex 1 to the Agreement.]

*or*

 [The Parties are in agreement that there are no issues to refer to the ORR 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 HS1 Network Code, Condition D5 / 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within *[minimum 2, maximum 9]* months of the conclusion of any prior stage otherwise the dispute shall be deemed withdrawn.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**

* 1. Unless otherwise specified

**“ORR”** means the Office of Rail and Road

"**Rules**" means the HS1 Access Dispute Resolution Rules as amended from time to time

 "**Secretary**" means the Secretary of the Access Disputes Committee.

**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.

**Counterparts**

**9** This Agreement may be entered into in counterparts.

For **xxxxxxxxxxxxxxxxxxxx** Limited For **xxxxxxxxxxxxxxxxxxxx** Limited

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(Position) (Position)