**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”. *[There can be more than two 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]*.
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.]

1. [The Parties are agreed that before commencement of the *[name of the 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.]

1. 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.
2. *[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within *[minimum 2, maximum 9]* months of the conclusion of any prior stage otherwise the dispute shall be deemed withdrawn.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

**"Rules"** means the Metro Access Dispute Resolution Rules, which are annexed to the Metro Network Code as amended from time to time

**"Secretary"** means the Committee Secretary appointed in accordance with the Rules.

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

**Governing Law**

1. This Agreement will be governed by and construed in accordance with the laws of England and Wales.

**Counterparts**

1. This Agreement may be entered into in counterparts.

For xxxxxxxxxxxxxxxxxxxx Limited For xxxxxxxxxxxxxxxxxxxx Limited

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(Position) (Position)