[Draft] pinqDR Party Agreement

This Party Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_, 20 ("Effective Date") between:

## Party A:

Name of Party A: [Legal Name]

Address of Party A: [Physical Address]

Email Address of Party A: [Email Address]

Contact Number of Party A: [Phone Number]

## Party B:

Name of Party B: [Legal Name]

Address of Party B: [Physical Address]

Email Address of Party B: [Email Address]

Contact Number of Party B: [Phone Number]

(collectively referred to as the "Parties").

# BACKGROUND:

Party A and Party B (collectively referred to as the "Parties") are parties to a business dispute arising out of their business relationship.

WHEREAS, the Parties wish to resolve their dispute through arbitration using a new online dispute resolution tool known as "pinqDR."

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. AGREEMENT TO ARBITRATE:
   1. The Parties hereby agree to submit their dispute to arbitration using the pinqDR platform, hereinafter referred to as the "Arbitration."
2. SELECTION OF ARBITRATOR:
   1. The arbitrator shall be selected by pinqDR, after completing conflict and availability checks. The chosen arbitrator will have expertise in the relevant area of the dispute.
3. ARBITRATION PROCEDURE:
   1. The arbitration shall be conducted in accordance with the rules and procedures established by pinqDR, including but not limited to the use of online communication tools, document submission, and scheduling.
   2. The Parties shall cooperate in providing all necessary information and documents as requested by pinqDR and the arbitrator.
   3. The Parties agree to a target award time of 6-8 weeks from the date of claim creation on the pinqDR platform. This timescale may be extended due to exceptional circumstances only and the parties specifically agree to the terms in the pinqDR rules relating to their response times and deadlines.
4. CONFIDENTIALITY:
   1. All information and discussions during the arbitration process shall be treated as confidential and shall not be disclosed to any third party except as required by law.
5. DECISION AND AWARD:
   1. The arbitrator's decision and award shall be final and binding on the Parties. The Parties agree to abide by and comply with the arbitrator's decision.
6. COSTS:
   1. The Parties shall bare their own costs of the arbitration, including any fees charged by pinqDR, unless otherwise determined by the arbitrator.
   2. The claimant (Party A) shall pay a single case fee to commence the claim. This fee includes all administrative and arbitrator costs related to the claim. The arbitrator may add this fee in whole or part to the award.
7. GOVERNING LAW:
   1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
8. AMENDMENTS:
   1. This Agreement may be amended only in writing and signed by both Parties.
9. ENTIRE AGREEMENT:
   1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to the subject matter hereof.
10. SIGNATURES:

IN WITNESS WHEREOF, the Parties hereto have executed this Party Agreement for Online Arbitration using pinqDR as of the Effective Date.

Party A: [Signature] Party B: [Signature]