

and current at the Designated Date have been or may be executed between the Employer and Nominated Sub-Contractors. The terms of these Conditions are deemed to be amended and supplemented in all respects necessary to entitle the Employer vis-a-vis the Contractor to give effect to the terms of such Collateral Agreements.

38 Avoiding and Resolving Disputes

(a) Conciliation:

- (i)** Should any dispute arise in relation to this contract – and it is not resolved by negotiation - the parties should enter into Conciliation to resolve such dispute before recourse to statutory Adjudication or Arbitration.
- (ii)** Either party may commence Conciliation by sending a written Request for Conciliation to the other party, setting out a brief outline of that party's issues and concerns and an indication of the reliefs and/or remedies sought. The provisions in the RIAI Conciliation Guidelines and Procedures document current at the designated date shall apply.
- (iii)** If the parties are not able to agree on the appointment of a Conciliator, then either party may apply in writing to the RIAI requesting the nomination of a Conciliator by the President of the RIAI (or a Vice-President if the President is not available).

(b) Arbitration:

- (i)** Should any dispute arise in relation to this contract, either party may refer such dispute to Arbitration and the place of such Arbitration shall be Ireland.
- (ii)** Either party may commence Arbitration by delivering a written Notice of Arbitration to the other party. Such notice shall set out a brief outline of the dispute and an indication of the reliefs and/or remedies sought.
- (iii)** If the parties are not able to agree on the appointment of an Arbitrator, then either party may apply in writing to the RIAI requesting the appointment of an Arbitrator by the President of the RIAI (or a Vice-President if the President is not available).

Conciliation under Condition 38(a):

The parties are referred to the RIAI Conciliation Guidelines & Procedures (CGP) document current at the Designated Date.

The parties to this contract are deemed to have agreed to the following provisions with regard to such Conciliator's Recommendation should the conciliation proceed to the stage that a Recommendation is delivered to each party:

- (A)** With the consent of the parties to do so and having; a) advised on an indicative period of time to write the Conciliator's Recommendation (the Recommendation) and b) had confirmation from each party of the email addresses and postal addresses to which the Recommendation is to be sent, the Conciliator will write the Recommendation and send the Recommendation to the parties; 1) by simultaneous email to the parties' email addresses provided **and** 2) by post (recorded postal delivery) simultaneously to the parties' postal addresses provided within one working day of the date that the email referred to at 1) was sent.
- (B)** If neither party rejects the Recommendation in writing within 10 working days beginning on the working day after the sending of the Recommendation by post (recorded postal delivery), the Recommendation shall be deemed to be agreed as a legally binding and enforceable settlement agreement between the parties - in full and final settlement of the issues as referred to and determined by the Conciliator in the Recommendation.
- (C)** If a party decides to reject the Conciliator's Recommendation, that party may reject the Recommendation by sending a written notice of rejection to the other party within 10 working days beginning on the working day after the Recommendation was sent as provided for at A above. A written notice of rejection is deemed to have been served if it has been sent to the other party; a) by email to the other party's email address to which the Recommendation was sent and b) by post (recorded postal delivery) to the other party's address to which the Recommendation was sent - within one working day of the date that the email referred to at a) was sent.
- (D)** In the case of the sending of a notice of rejection of the Recommendation as provided for at (c) above, the Conciliator's Recommendation is deemed to be of no legal effect and the parties are not bound by its terms.