



EXPERT DETERMINATION FOR FINANCE AND TAX DISPUTES

If you are a party to a commercial contract where Chartered Accountants ANZ (or ICCA or NZICA) has been named in relation to the nomination of an independent expert, this clause may no longer operate as intended. This may result in this dispute clause being unenforceable and leaving the disputing parties without an agreed approach to appoint an independent expert. It is recommended that you review any contracts to see whether this issue may arise and seek appropriate advice on your options.

We are honoured that the Chartered Accountants Australia and New Zealand (CAANZ) has selected NZDRC as an alternative provider for contractual dispute resolution.

RECOMMENDED CLAUSE

AGREEMENT FOR EXPERT DETERMINATION

OUR PEOPLE

NZDRC RULES

Recommended Clause

The following clause should be included in contracts where the parties wish to have any future disputes resolved by Expert Determination under NZDRC's Rules:

In the event of any dispute or difference arising out of or in connection with this contract, or the subject matter of this contract, including any question about its existence, validity or termination, the parties must refer that dispute in the first instance to Expert Determination in accordance with the Expert Determination Rules of the New Zealand Dispute Resolution Centre.

