

## **MODEL CLAUSE A: FUTURE DISPUTES – ARBITRATION VICTORIA MODEL CLAUSE**

*In drawing up contracts, or in drafting a new agreement to arbitrate, Arbitration Victoria recommends that parties use the following arbitration clause:*

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in Victoria in accordance with the Arbitration Rules of Arbitration ("Arbitration Victoria Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause, and the seat of the Arbitration shall be *[insert the name of Victorian town or city]*, Victoria.

*Where parties wish specifically to elect for a "Documents-Only" arbitration, Arbitration Victoria recommends that parties **add** the following sentence at the end of the clause set out above:*

The arbitration shall be conducted as a "Documents-Only" arbitration under the Arbitration Victoria Rules.

*In their contracts, parties should also include an applicable law clause. The following is recommended:*

This contract is governed by the laws of Victoria.