

DISPUTE RESOLUTION CLAUSES: PUTTING YOURSELF IN THE BEST POSITION

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Legal Briefings

All too often, dispute resolution clauses may be treated as part of the boilerplate: the usual wording thrown in, with perhaps little thought for the particular circumstances.

But the question of how a dispute will be resolved – whether by litigation or arbitration, where and under what law – may make all the difference to whether or not you will be able to enforce your rights under the contract. So it is important to think about these matters at the outset. Once a dispute has arisen, it will generally be too late.

In this 10th of our series of contract disputes practical guides, **Adam Johnson QC**, **Alexander Oddy** and **Nick Peacock** consider choice of law and jurisdiction/arbitration clauses, as well as clauses providing for mediation or other forms of ADR, and provide some practical tips on their use.

You can [click here to download the PDF guide](#) or contact [Jane Webber](#) to access the archived version of our hour-long webinar exploring these issues.

If you would prefer a shorter version focusing on key practical tips, Nick has also presented this [15 minute podcast](#).

The nine previous editions in the series, listed below, can be accessed from [this page](#) of our Litigation Notes blog:

- When do you have a binding contract? It may be more (or less) often than you think
- What does your contract mean? How the courts interpret contracts

- Pre-contractual statements: When can they come back to bite you?
- How far can you act in your own self-interest? The role of good faith in commercial contracts
- Endeavours obligations: How hard do you have to try?
- Defining your liability in advance: Liquidated damages, limitation and exclusion clauses
- English law contracts post-Brexit: What changes should commercial parties expect?
- Terminating your contract: When can you call it quits?
- Getting your just deserts: Remedies for breach of contract

KEY CONTACTS

If you have any questions, or would like to know how this might affect your business, phone, or email these key contacts.



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