



## Practical Workshop (2 October 2017) QUESTIONS

1. Can an arbitrator order absolution from the instance?
2. Is it useful to incorporate the use of the High Court Rules as a procedural guideline in arbitrations? What are the pros and what are the cons of doing so?
3. When is it useful to exclude the provisions of section 20 of the Arbitration Act 42 of 1965?
4. How does an arbitrator regulate his / her collapse fee?
5. Who is liable for the costs of the arbitrator?
6. What do you do in an *ad hoc* arbitration if a party does not pay?
7. Does an arbitrator have the right to withhold an award pending payment of his / her fees?
8. Is hearsay evidence admissible in arbitrations?
9. Discuss the three **what's and a why** that are essential to a good arbitration process:
  - 9.1. What is your case (Pleading)?
  - 9.2. What documents are relevant (discovery)?
  - 9.3. Why should your case succeed (evidence and argument)?
  - 9.4. What is the answer (the award)?
10. How do you enforce an arbitration cost award?
11. What is the maximum time allowed for an arbitration to be finalised?
12. If the time-period has lapsed does it become invalid?
13. Is a term in an arbitration agreement, that states only that an arbitrator shall be appointed, enough to be able to enforce it?
14. Does an agreement to arbitrate have to be in writing?
15. Does an agreement to make an arbitration award subject to an appeal have to be in writing?
16. Does an arbitration agreement have to be in writing?

17. Can an arbitrator recuse himself at the request of a party, absent consent of the other party?
18. When can or should an arbitrator recuse himself/herself?
19. What are the requirements for an appointment of an arbitrator to be set aside and how does one go about this?
20. Discuss the arbitrator's key duties to the parties:
  - 20.1. Duty to take care;
  - 20.2. Duty to proceed diligently;
  - 20.3. Duty to act impartially;
  - 20.4. Duty to act fairly.
21. What types of matters are not subject to arbitration?
22. What does one do when the parties cannot agree on the appointment of an arbitrator?
23. What powers does an arbitrator have?
24. Can an arbitrator issue a subpoena and what is the position if a subpoena is ignored?
25. Is it necessary to give the parties written notice of arbitration hearing?
26. What are the powers of the arbitrator if a party does not appear?
27. Is it necessary to record the proceedings?
28. When is an arbitration award deemed to have been delivered?
29. Can an arbitrator correct a mistake that he/she has made in an award?