**IN THE ARBITRATION BETWEEN**

**XXX**  Claimant

and

**YYY**  Respondent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGENDA: PRELIMINARY ARBITRATION MEETING**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Venue: …

Date: …

Arbitrator: …

For Claimant: …

For Respondent: …

*RECORDAL*

1. It is recorded that … the Association of Arbitrators (Southern Africa) NPC (hereinafter, the Association)/specify other institutions if applicable/the parties if applicable … on … insert date … appointed … insert name … as arbitrator in the dispute/s between the claimant and the respondent to preside as single arbitrator and to conduct the arbitral proceedings in accordance with the … 2018 Edition of the Standard Procedure Rules for the Conduct of Arbitrations /specify other rules if applicable … (hereinafter, the Rules).

***Arbitrator’s response:*** *Agreed*

***Claimant’s response:***

***Respondent’s response:***

*REPRESENTATION*

1. The representatives of the parties confirm by their signatures below that they hold the necessary mandate and authority to contractually bind the parties, and to do all things necessary to prosecute and defend the parties’ claims and claims in reconvention to finality.

***Arbitrator’s response:*** *Agreed*

***Claimant’s response:***

***Respondent’s response:***

*DISCLOSURE & AVAILABILITY*

1. The arbitrator’s signature at the foot of this document shall serve as statement of availability as envisaged in article 11.2/specify article in other rules if applicable of the Rules.
2. The arbitrator records that he/she is not aware of any circumstances likely to give rise to justifiable doubt as to his/her impartiality or independence.
3. The parties record no circumstances likely to give rise to justifiable doubt as to the arbitrator’s impartiality or independence.

***Arbitrator’s response:*** *Agreed*

***Claimant’s response:***

***Respondent’s response:***

*ACCEPTANCE OF APPOINTMENT*

1. The arbitrator accepts his/her appointment as such, subject to the following terms and conditions:
   1. The arbitrator’s fees shall be calculated at R x xxx.xx (plus VAT if applicable) per hour or part thereof, or R xx xxx.xx (plus VAT if applicable) per day or part thereof, as the case may be, together with all reasonable and necessary disbursements.
   2. Cancellations and postponements effected less than … 72 hours/specify other period if applicable … before a scheduled meeting or hearing shall be charged for by the arbitrator at … 50%/specify other percentage if applicable … of the above fees.
   3. If applicable, the arbitrator’s fees shall increase annually by … 10%/specify other percentage if applicable ….
   4. Invoices for the arbitrator’s fees, disbursements and deposits shall become due and payable upon presentation.
   5. The parties shall each be invoiced and remain liable for 50% of the arbitrator’s fees, disbursements and deposits. The party ultimately awarded costs of the award may become entitled to be refunded by the other party for its portion of fees, disbursements and deposits paid to the arbitrator.
   6. An initial fee and disbursement deposit equivalent to two-day fees (plus VAT if applicable) (Rxx xxx) shall be payable on a 50/50 basis by the parties within 7 calendar days from date of transmission of the arbitrator’s invoice.
   7. If, at any time during the course of the proceedings, the said deposit becomes insufficient to cover anticipated fees and/or disbursements, the arbitrator shall issue an invoice for additional deposits.
   8. Should any fee, disbursement or deposit remain unpaid, the arbitrator reserves the right to suspend the proceedings, pending full payment.
   9. Should any party fail to pay her/his/its portion of any fee, disbursement or deposit, the other party shall be entitled to pay such fee, disbursement or deposit on behalf of the defaulting party and ultimately become entitled to a cost award in its favour for the same amount.
   10. Prior to publication of the arbitrator’s final award, the parties will each be invoiced for 50% of the arbitrator’s final fees and disbursements due and payable at the time, and the arbitrator reserves the right to exercise a lien over the award until paid in full.

***Arbitrator’s response:*** *Agreed*

***Claimant’s response:***

***Respondent’s response:***

*UNDERTAKINGS AND TIME PERIODS*

1. The parties waive reliance on the provisions of section 20 of the Arbitration Act 42 of 1965 (hereinafter, the Act) and agree that the arbitrator shall decide all points of law arising from or relating to the arbitration.
2. The parties record that they have had access to and undertake to comply with the Rules.
3. The parties waive reliance on all time periods determined by the Rules and/or the Act and agree to the replacement thereof with the time periods recorded herein or, if not so recorded, determined by the arbitrator.

***Arbitrator’s response:*** *Agreed*

***Claimant’s response:***

***Respondent’s response:***

*DISPUTE FORMULATION*

1. By agreement between the parties, their disputes will be formulated in the pleadings, subject to the arbitrator’s ruling as set out below on the following preliminary matters:

*Preliminary Matters*

* 1. The claimant shall deliver or transmit its statement of claim together with legible copies of all documentary evidence relied upon therein to the arbitrator and the respondent by no later than … insert date … .
  2. The respondent shall deliver its statement of defence and, if applicable, its statement of counterclaim, together with legible copies of all documentary evidence relied upon therein by no later than … insert date … .
  3. The arbitrator shall thereafter, from time to time, issue procedural directives regarding the further conduct of the proceedings including but not limited to the exchange of further pleadings.

***Arbitrator’s response:*** *Agreed*

***Claimant’s response:***

***Respondent’s response:***

*COMMUNICATION*

1. All pleadings, notices, documents and correspondence including notices in terms of sections 31, 32 and 33 of the Act shall be exchanged only by e-mail, and only at the following addresses:
   1. Arbitrator: … insert email address/es …
   2. Claimant: … insert email address/es …
   3. Respondent: … insert email address/es …
2. In the event of the withdrawal of any party representative, the representative undertakes to withdraw on written notice and to include in such notice his/her client’s last known e-mail address, physical address, land line phone number and mobile phone number, failing which the arbitrator and the other party or parties shall be entitled to communicate with and transmit or deliver notices and pleadings to the unrepresented party at any last known address.

***Arbitrator’s response:*** *Agreed*

***Claimant’s response:***

***Respondent’s response:***

*BANKING AND ACCOUNTING INFORMATION*

1. The following accounting and banking details are hereby recorded:

*Arbitrator:*

* 1. VAT registration number: …
  2. Physical address: …
  3. Arbitrator’s accounting reference: …
  4. Bank: …
  5. Account holder: …
  6. Account type: …
  7. Account number: …
  8. Branch code: …

*Claimant’s Representative:*

1. Name of firm: …
2. VAT registration number: …
3. Physical address: …
4. Accounting reference for arbitration: …
5. Bank: …
6. Account holder: …
7. Account type: …
8. Account number: …
9. Branch code: …

*Respondent’s Representative:*

1. Firm name: …
2. VAT registration number: …
3. Physical address: …
4. Accounting reference for arbitration: …
5. Bank: …
6. Account holder: …
7. Account type: …
8. Account number: …
9. Branch code: …

*STATUS OF AGENDA*

1. Upon signature hereof by or on behalf of the arbitrator and the parties, this document shall constitute the minutes of the first preliminary arbitration agreement.

***Arbitrator’s response:*** *Agreed*

***Claimant’s response:***

***Respondent’s response:***

*ANY OTHER BUSINESS*

***Arbitrator:*** *…*

***Claimant:*** *…*

***Respondent:*** *…*

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**Arbitrator**

Name:

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Claimant**

Name:

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Respondent**

Name:

Date: