



The Arbitration Foundation of Southern Africa

APPOINTMENT OF ARBITRATOR

(INSTRUCTIONS TO ARBITRATOR)

We, _____
(attorney for Claimant)

and

_____ (“the attorneys”)
(attorney for Defendant)

hereby appoint

Adv/Mr/Ms/Other _____ (“the arbitrator”)

a(n) _____, as arbitrator in the dispute between

(Claimant) _____

and

(Defendant) _____

under case number _____ instituted in the Magistrate’s Court for the district of _____ (held at _____) for final resolution in accordance with AFSA’s Rules.

This appointment is subject to the following terms and conditions:

1. The arbitration shall commence within 30 (thirty) days from date of referral.
2. The pleadings filed in the above action shall be regarded as the pleadings for purposes of the arbitration as provided for in article 20 of the AFSA Rules for Commercial Arbitrations.
3. The arbitrator shall be entitled to the following fees (excluding VAT):

3.1	First-day fee (<u>inclusive of preparation and award</u>)	R2 500,00
3.2	Refresher fee	R2 000,00
3.3	Pre-trial meeting (<u>per meeting</u>)	R 250,00
4. AFSA shall be entitled to 10% (ten percent) of the arbitrator's total fee.
5. The arbitrator shall be entitled to his or her fee, and AFSA to 10% thereof, in the event of any reserved day or pre-trial meeting being postponed or cancelled, for any reason whatsoever, less than 1 (one) week prior to such reserved day.
6. The arbitrator shall give his award not later than 30 (thirty) days after finalisation of the hearing. Should the award be given more than 30 days after finalisation of the hearing, the arbitrator shall forfeit 50% (fifty percent) of his or her fee.
7. The arbitrator shall render his or her award to AFSA together with an invoice specifying the attendances and fees.
8. The attorneys shall be liable to pay the arbitrator's fee to AFSA within 30 days from date of delivery of AFSA's invoice, which shall be delivered no later than 10 days from receipt by AFSA of the arbitrator's award and invoice provided that neither attorney shall be entitled to receive the arbitrator's award until full payment of the arbitrator's fees to AFSA.
9. AFSA shall pay the arbitrator's fees to the arbitrator within 10 days of receipt of the arbitrator's fees by the attorneys and after deduction of the said 10%.
10. This agreement serves as a joint brief by the attorneys to the arbitrator to act as arbitrator in the above-mentioned matter. The attorneys will be liable for the arbitrator's fees on a 50/50 basis.

