



**ADR ACCESS**  
**ARBITRATION AGREEMENT / REFERRED APPLICATIONS**

between

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(Entity Name / Individual Name and Surname)

Registration Number/Identity Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

(Hereafter referred to as the "Applicant")

and

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(Entity Name / Individual Name and Surname)

Registration Number/Identity Number: \_\_\_\_\_



Email Address: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

(Hereafter referred to as the “Respondent”)

(Collectively referred to as the “Parties”)

## **WHEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. The dispute that occurred on (date)\_\_\_\_\_ between the Parties cannot be resolved.
2. The Parties have proceeded with litigation under Case Number: \_\_\_\_\_ in the Magistrates/Regional/ High Court.
3. The Parties have now agreed to refer the above-mentioned matter filed in the respective Court to the ADR ACCESS (“ADR”) platform for Arbitration.
4. The Parties agree that the documentation filed in the respective Court represent their cases and must be accepted in the arbitration as such save for any another additional documentation requested by the Arbitrator.
5. The Parties request the appointed Arbitrator to make rulings as to the prayers as set out in their respective claims, defences and/or counterclaims.
6. The ADR rules will govern the arbitration proceedings save for otherwise agreed herein or directed by the Arbitrator.
7. The Parties confirm that they have read and understood the Privacy Policy of ADR platform and that they consent to the use, retention, dissemination, and processing of their personal information in accordance with said terms and conditions.
8. The Registrar of ADR shall appoint the Arbitrator to be selected from the ADR ACCESS panel of Arbitrators.
9. The arbitration will be conducted via online video conferencing as directed by the Registrar, unless the Parties agree otherwise. All costs pertaining to arbitration shall equally be shared by the Parties.
10. The Parties hereto agree that any suit, action or proceeding seeking to enforce any provisions of, or based on any matter or Award arising out of, or based on any matter arising out of or in connection with this Arbitration Agreement shall be brought in the High Court of South Africa, Gauteng Division, Pretoria, and each of the Parties hereby irrevocably consents, to the fullest extent permitted



by law, to the exclusive jurisdiction of said High Court in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the exclusive jurisdiction of said High Court in any such suit, action or proceeding.

DATED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2024.

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**APPLICANT**

DATED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2024.

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**RESPONDENT**