

ADJUDICATOR'S AGREEMENT

This Agreement is entered into between

The Adjudicator

Name: ...

Physical Address: ...

Email address: ...

Contact No: ...

The Referring Party

Name: ...

Physical Address: ...

Email address: ...

Contact No: ...

The Responding Party

Name: ...

Physical Address: ...

Email address: ...

Contact No: ...

The Referring Party and Responding Party will hereinafter be collectively referred to as the Parties.

The Contract

The Parties have entered into a contract (the "Contract") for the [Include details of the contract here] in terms of which they have agreed to refer disputes to adjudication.

The Dispute

During the execution of the Contract, a dispute/s relating to [Include a description of dispute here] has arisen.

Adjudication Rules

Unless otherwise provided for in the Contract, the CAASA Adjudication Rules shall apply.

The Parties have agreed to, alternatively CAASA has nominated and appointed the Adjudicator to adjudicate and resolve the dispute/s which has/have arisen between the Parties in relation to the Contract.

The Referring Party, Responding Party and Adjudicator agree as follows:

1. The Adjudicator confirms that to his knowledge there exists no conflict of interest or ties to either Party. Where the Adjudicator holds any interest in, or has any ties to either of the Parties, such interest and/or ties shall be disclosed. If such interest and/or ties are not disclosed, or if they are disclosed but not accepted, then this Agreement may be terminated by either Party.
2. The Adjudicator shall, at all times, remain impartial and independent of the Parties, for the duration of this Agreement. Furthermore, and unless it is specifically agreed by the Parties in writing, the Adjudicator shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract, nor shall the Adjudicator be called by either Party as a witness in any future related dispute resolution proceedings under this Contract.
3. The Adjudicator commits to perform his duties and provide a decision in accordance with the provisions of the Contract, the Adjudication Rules, and this Agreement.
4. The Adjudicator has the power to determine his own jurisdiction as related to the

Dispute. The Adjudicator's appointment shall expire on the earlier of the following:

- the Adjudicator resigning;
 - the Parties jointly agreeing (in writing) that this Agreement is to be terminated;
 - 30 days after the issuing of the Decision;
 - this Agreement being terminated for any other reason provided for herein.
5. The Parties agree that the Adjudicator's Decision is binding, unless and until it is overturned or varied by either an arbitration tribunal's award or an order of court.
 6. The Adjudicator's fees and expenses shall be shared equally between the Parties. The Parties shall pay the Adjudicator the amounts as set out below in respect of all time spent upon, or in connection with the adjudication, including all time spent travelling.
 - A deposit of R_____ which will be paid immediately on the conclusion of this Agreement, and which will be earned by the Adjudicator as payment for the first _____ hours spent in connection with the adjudication.

- A daily fee of R_____ based on a 10-hour day, and/or
 - An hourly fee of R_____, and/or
 - Any and all other expenses incurred by the Adjudicator in relation to this matter will be reimbursed at cost, which expenses shall include, but not be limited to, rental of venues, travel, accommodation, printing, binding, etc.
7. Where CAASA has nominated and appointed the Adjudicator, then the Adjudicator's hourly fee shall be as stated in the appointment letter. This hourly fee shall apply, unless the Parties agree otherwise, in which case clause 6 shall reflect such agreement.
 8. Where the Adjudicator is registered for VAT, VAT shall be charged in addition to the rates and fees already stated herein above.
 9. The Parties undertake to pay the full amount within 7 days of the receipt of the Adjudicator's invoice for fees and expenses. Any late payments (or portions thereof) from the Parties will attract interest at prime plus 2% compounded monthly, at the prime lending rate charged by the Adjudicator's bank.
 10. The Parties are jointly and severally liable for the payment of the Adjudicator's fees and expenses. Should either (or both) of the Parties fail to render payment as required, the Adjudicator will be entitled to exercise a lien on the issuance of his Decision until such outstanding payments have been received from the Parties.
 11. Where CAASA has nominated and appointed the Adjudicator and the Parties have not signed this Agreement, it remains binding on the Parties and the Adjudicator.
 12. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith, and any employee or agent of the Adjudicator shall be similarly protected from liability.

The representatives entering into this Agreement on behalf of the Parties warrant that they have the necessary authority to do so.

For and on behalf of the Referring Party, signed at _____ on this _____ day of _____ 20__:

Name: _____

Signature: _____

Designation: _____

Contact No: _____

Witness Name: _____

Witness Sign: _____

For and on behalf of the Responding Party, signed at _____ on this _____
day of _____ 20__:

Name: _____

Signature: _____

Designation: _____

Contact No: _____

Witness Name: _____

Witness Sign: _____

For the Adjudicator, signed at _____ on this _____ day of _____
20__:

Name: _____

Signature: _____

Contact No: _____

Witness Name: _____

Witness Sign: _____