



## REQUEST FOR ARBITRATION

The Registrar,  
AFSA Secretariat,  
First floor, Grindrod Tower  
8A Protea Place  
Sandton

PO Box 653007 Benmore 2010  
Docex 143 Randburg

Dear Madam,

On behalf of the undermentioned claimant/s, for whom I have authority to act,<sup>(1)</sup> I request the Secretariat of the Foundation to accept this request for arbitration under its Rules.

Herewith the necessary information<sup>(2)</sup>:

- 1.a Name of Claimant/s<sup>(3)</sup> .....
- .....
- .....
- b Description (ie natural person; company; cc, etc.)
- .....
- c Address<sup>(4)</sup> .....
- .....
- d Telephone No .....
- e Fax No. ....
- f E-mail address: .....
- 2.a Name of Defendant/s<sup>(3)</sup> .....
- .....
- .....

- b Description (ie natural person; company; cc, etc.)  
.....
- c Address<sup>(4)</sup> .....  
.....
- d Telephone No. ....
- e Fax No. ....
- f E-mail address: .....

3. I attach hereto (delete (i) or (ii) if inapplicable):

- (i) A copy of the Order of Court directing the appointment of an AFSA arbitrator; and/or
- (ii) A copy of the written agreement<sup>(5)</sup> in which all the parties agree to arbitration;

and which I have marked "A". I am satisfied that an award made by the arbitrator in accordance with the claims made by the Claimant (and which form part of the statement attached hereto marked "B") will fall within the terms of the Arbitration Agreement/Court Order.

4. I attach hereto a statement marked "B" setting out the Claimant/s right to sue (*locus standi*); the nature of the dispute, the material facts and contentions of the Claimant/s; the relief claimed and all the documentation<sup>(6)</sup> relied upon.

5. Fill out 5(i) where the choice of arbitrator has been agreed or made by the Court and 5(ii) and 5(iii) or 5(iv) in all other cases.

- (i) The parties have agreed the identity of an arbitrator/the Court has appointed an arbitrator (delete what is inapplicable) who is -
  - (a) Name of arbitrator.....
  - (b) Address .....  
.....
  - (c) Telephone No. ....
  - (d) Fax No. ....
  - (e) E-mail address.....

- (ii) The Claimant/s suggests in regard to the selection of an appropriate number of arbitrator/s that:

The matter should be heard in the first instance by

one or  three arbitrators

(mark preference with a tick)

- (iii) The Claimant/s suggests that the following person/s should be considered for appointment as arbitrator/s:

(a) Name/s.....  
.....  
.....

(b) Address/es .....  
.....  
.....  
.....

(c) Telephone number/s .....  
.....  
.....

- (iv) The Claimant does not wish it to suggest an arbitrator but asks the Registrar to appoint an AFSA arbitrator:

who is an (mark preference with a tick)

advocate  attorney  accountant  legal adviser

businessperson  retired Judge  architect

quantity surveyor  engineer

other (specify) .....

(b) The Claimant further requests that the arbitrator be proficient in

English  Afrikaans  Zulu  Xhosa  Sotho

(mark preference with a tick)

Other (specify)<sup>(8)</sup> .....

6. The Claimant does/does not wish to incorporate the AFSA appeal procedure<sup>(9)</sup> as part of this arbitration (delete the option to be rejected).

Signature of Claimant/s representative

.....

DATE: .....

# AFSA

## NOTES:

- 1\_ No proof of authority to act need be attached. The Secretariat reserves the right to request such proof at any time.
- 2\_ The information is that required by Article 4 of the AFSA Rules from which this Form is extracted.
- 3\_ The information sought in paragraphs 1 and 2 need be given only once, i.e. either as part of this Form or as part of annexe "B" hereto (the statement of Claimant's material facts and contentions).
- 4\_ The address chosen whether for a Claimant or a Defendant must be one to which all the pleadings and documents in the case may be physically delivered or sent and the address here chosen by any party for itself will be the address used by the Secretariat unless and until such party in writing otherwise notifies the Registrar and all other parties. The address given by the Claimant/s or by the Defendant/s should be an appropriate one, i.e. one at which physical or other delivery can be effected and which, in the case of a natural person, is his residence or place of business or in the case of a corporation or company its registered office or principal place of business. Where a *domicilium citandi* has been chosen, such should be stated. Other examples of an appropriate choice of address are to be found in Article 20.4.2 of the AFSA Rules.
- 5\_ Where the Agreement is a lengthy one and it is possible to provide extracts that satisfactorily furnish the information here required, then such extracts can be attached. In every case, however, a copy of the signature page must be provided. Where the copy in the possession of the Claimant does not carry the signatures of all parties, then that fact should be stated and Claimant should say why nonetheless he is satisfied that the original document was duly signed.
- 6\_ Care should be taken to ensure that all documents upon which reliance will be placed to support the material facts and contentions are attached. Nonetheless a responsible discretion must be exercised to exclude voluminous matter which is not essential but which may nonetheless be used in the arbitration proceeding (i.e. secondary documentary material). The existence of any such secondary documentary material must be disclosed to the arbitrator and the other parties as part of the pre-arbitration hearing envisaged under Article 10.1.3 of the AFSA Rules.
- 7\_ The arbitrators on AFSA's panels fees charges range in accordance to their seniority. Information concerning fees is available on request from the Registrar.
- 8\_ Should parties request an arbitrator to be proficient in a language other than an official South African language, please discuss this with the Registrar.
- 9\_ Provided both parties agree, AFSA will administer an appeal procedure in terms of Article 22 of its Rules. It is the AFSA policy to arrange for the possibility of an appeal (where agreed) at the same time as the hearing *a quo* so that the appeal can be disposed of very shortly after the initial award has been given.
- 10\_ Please see fee schedule attached hereto. Fees quoted exclude VAT.

## With effect from 1 April 2018

### FEES APPLICABLE in terms of COMMERCIAL RULES and EXPEDITED RULES

#### 1 First fee payable by both parties in terms of Rule 4.2.6 of the Commercial Rules

##### 1.1 Payable in arbitrations in which a money amount is claimed. These fees are quoted excluding VAT.

Matters up to R100 000 are charged at R5 250 per party.

Matters of R100 001 – R500 000 are charged at R5 250 per party plus 1.25% of the amount exceeding R100 000 per party (max. R10 150)

Matters of R500 001 – R1 500 000 are charged at R10 250 per party plus 1% of the amount exceeding R500 000 per party (max. R20 250)

Matters from R1 500 001 to R3 000 000 are charged at R20 250 per party plus 0.5% of the amount over R1 500 000 per party (max. R27 750)

Matters from R3 000 001 to R35 600 000 are charged at R27 750 per party plus 0.125% of the amount over R3 000 000 per party (max. R68 500)

Matters from R35 600 001 to R100 000 000 are charged at R68 500 per party plus 0.0625% of the amount exceeding R35 600 000 (max. R108 750).

Matters exceeding R100 000 001 are charged at R150 000 per party.

**These fees are non-refundable.**

##### 1.2 Payable in arbitrations in which the claim is not expressed in money.

In the discretion of the Secretariat.

##### 1.3 Cases of appointment only

Where AFSA does not administer a matter but only appoints an arbitrator / adjudicator / expert. The referring party will pay a once-off fee of R7 500, **excluding VAT.**

## **2. Fees payable, after appointment of arbitrator, for continuance of arbitration proceedings in terms of Article 10.**

After consultation with the parties and the nominated arbitrator, AFSA will fix the remuneration which will be due to the arbitrator in the course of the proceedings. This remuneration is payable by AFSA, which will recoup its payment in advance from the parties in equal shares.

Where an arbitrator has reserved dates at the request of the parties and the matter is then settled the Secretariat will retain an appropriate amount by way of the arbitrator's collapse fee. **All fees quoted exclude VAT.**

## **3. Appeals**

R17 500 per side, **excluding VAT.**

## **4. Venue fees**

Venue fees, if applicable, are charged separately, subject to quotation.