

Dispute Referral: Terms and Conditions of Service

The Referring Party (identified on the Dispute Referral Form hereby refers the Dispute to Equillore Dispute Settlement Services (Pty) Ltd ["Equillore"] and requests that the service(s) stipulated on the Dispute Referral Form be provided, subject to the terms and conditions stipulated here:

Terms applicable to conciliations

1. All services provided by Equillore are provided in terms of that Company's dispute settlement rules.
2. The referral form only needs to be signed by the Referring Party. Equillore will on receipt of the referral arrange for a conciliation meeting between the parties.
3. The Referring Party accepts that in terms of Equillore's standard terms and conditions, he will be invoiced for the costs of the arbitration. Such costs will be determined in accordance with Equillore's Pricing Structure. A minimum fee of R3 750 (R2 950 outside of Gauteng) will be charged, and is payable on referral.

Terms applicable to general mediations and arbitrations

4. All services provided by Equillore are provided in terms of that Company's dispute settlement rules.
5. The consent of both parties are required before Equillore can host a mediation or an arbitration. The parties must therefore attach their agreement to mediate / arbitrate, or both parties must sign the Dispute Referral Form
6. The Referring Party accepts that in terms of Equillore's standard terms and conditions, he will be invoiced for the costs of the arbitration. Such costs will be determined in accordance with Equillore's Pricing Structure. A minimum fee of R3 750 (R2 950 outside of Gauteng) will be charged, and is payable on referral.

Terms applicable to taxations

1. The Referring Party requests that the disputed bill of costs be adjudicated in accordance with Equillore's taxation rules.
2. Where an agreement exists to refer the taxation dispute to Equillore, only the Referring Party is required to sign the referral. A copy of the agreement needs to be attached to this referral.
3. The Referring Party certifies that the other party to the dispute has considered the bill of costs for 30 days or further period as agreed and that the parties have been unable to settle the amount of costs payable.
4. The Referring Party accepts that in terms of Equillore's standard terms and conditions, he will be invoiced for the costs of the taxation service. Such costs will be determined in accordance with Equillore's Pricing Structure. A minimum fee of R399 will be charged, and is payable on referral.
5. The Referring party must ensure that the following Annexures are attached:
 - a. Bill of Costs
 - b. Agreement to refer Bill of Costs to Equillore
 - c. Proof of Service of Bill of Cost on other Party
 - d. Proof of Payment / Payment to Equillore of referral fee (R399)

Terms applicable to sectional title arbitrations

1. The Referring Party agrees that the Dispute will be referred to Equillore Dispute Settlement Services (Pty) Ltd ["Equillore"] for arbitration in accordance with Rule 71 of the Management Rules under the Sectional Titles Act.
2. The referral form only needs to be signed by the Referring Party. Equillore will on receipt of the referral arrange for a pre-arbitration meeting between the parties.
3. The Referring Party accepts that in terms of Equillore's standard terms and conditions, he will be invoiced for the costs of the arbitration. Such costs will be determined in accordance with Equillore's Pricing Structure. A minimum fee of R3 750 (R2 950 outside of Gauteng) will be charged, and is payable on referral.

Equillore's dispute settlement rules, its standard terms and conditions, and its pricing structure are available on request.

For more information please contact Equillore on 0861 258 852