



**Request for Appointment of an Alternative Dispute Resolution Practitioner (Arbitrator / Mediator / Adjudicator)**

The nature of the request for the appointment of an Alternative Dispute Resolution Practitioner (please indicate which appointment is required)

- |                         |                          |   |
|-------------------------|--------------------------|---|
| 1. Sole Arbitrator      | <input type="checkbox"/> |   |
| 2. Second Arbitrator    | <input type="checkbox"/> |   |
| 3. Three Arbitrators    | <input type="checkbox"/> |   |
| 4. Presiding Arbitrator | <input type="checkbox"/> |   |
| 5. Mediator             | <input type="checkbox"/> |   |
| 6. Three Mediators      | <input type="checkbox"/> |   |
| 7. Adjudicator          | <input type="checkbox"/> |   |
| 8. Three Adjudicators   | <input type="checkbox"/> |   |
| 9. Names of three:      | <input type="checkbox"/> | The names of three ADR Practitioners with their information / abbreviated CV's will be provided to the parties for purposes of party selection and consequent appointment of the selected ADR Practitioner by the Chairperson of <b>ciarb.</b> South Africa |
| - Arbitrators           | <input type="checkbox"/> |   |
| - Mediators             | <input type="checkbox"/> |   |
| - Adjudicators          | <input type="checkbox"/> |   |

**Claimant / First Party:**

Address:

Postal Code:

Country:

Telephone numbers:

E-mail addresses

**Represented by:**

Address:

Postal Code:

Country:

Telephone numbers:

E-mail addresses

**Respondent / Second Party:**

Address:

Postal Code:

Country:

Telephone numbers:

E-mail addresses

**Represented by:**

Address:

Postal Code:

Country:

Telephone numbers:

E-mail addresses

**Other Respondent / Additional Parties**

**(please provide the information in an attachment hereto)**

<input type="text"/>
<input type="text"/>
<input type="text"/>

**Type of contract and version thereof; where applicable:**

**Nature of the Issues in Dispute / Issues Concerned:**

Amount in Dispute:

Preferred location for  
the meeting /  
Meeting Platform (if  
required / applicable)

Preferred language  
associated with the  
hearing

**Preference for the Arbitrator / Mediator / Adjudicator's background and skills**

**Claimant / First Party:**

**Respondent / Second Party:**

Areas of Expertise Required  
of the Alternative Dispute Resolver

Areas of Expertise Required  
of the Alternative Dispute Resolver

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Professional Specialist Expertise  
Required of the Alternative Dispute Resolver (if  
any)

Professional Specialist Expertise  
Required of the Alternative Dispute Resolver (if  
any)

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Alternative Dispute Resolution Roles acted /  
participated in:  
(Experience Required in the relevant field of  
Alternative Dispute Resolution (Arbitration /  
Mediation / Adjudication))

Alternative Dispute Resolution Roles acted /  
participated in:  
(Experience Required in the relevant field of  
Alternative Dispute Resolution (Arbitration /  
Mediation / Adjudication))

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Alternative Dispute Resolution Experience:  
(Experience / Specialist Qualification required of  
the Arbitrator / Mediator / Adjudicator)

Alternative Dispute Resolution Experience:  
(Experience / Specialist Qualification required  
of the Arbitrator / Mediator / Adjudicator)

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Your application is accepted on the basis that the information provided by the party/ies and ADR Practitioner requested is both accurate and complete. The liability of **ciarb**. South Africa and the appointed ADR Practitioner in relation to the appointment is restricted if the information provided and the nature of the appointment requested is inaccurate or incomplete.

This application will be processed on the basis that the appointment may be made by, or on behalf of the Chairperson **ciarb**. South Africa by the Alternative Dispute Resolution Ad Hoc Committee of **ciarb**. South Africa.

**Please complete either part A or B below:**

**Part A:**

**Unilateral Application for the appointment of an Alternative Dispute Resolution Practitioner (Arbitration / Mediation / Adjudication)**

- An Alternative Dispute Resolution Agreement between the parties dated \_\_\_\_\_ allows for or includes the provisions that in the event of a dispute, either party may apply to the Chairperson of **ciarb**. South Africa to appoint an Alternative Dispute Resolution Practitioner (Arbitrator / Mediator / Adjudicator) in the matter.
- A copy of the provisions of the Alternative Dispute Resolution Agreement, and particulars of the Dispute are attached hereto and clearly marked “\_\_\_\_\_” and “\_\_\_\_\_”.
- Any condition precedent to the right of either party to make a unilateral application for the appointment of an arbitrator has been satisfied and particulars of this, if any, are attached.

In the event that the Party seeks the names of three Alternative Dispute Resolution Practitioners with their information / abbreviated CV's to be provided for purposes of party selection and appointment by the Chairperson of **ciarb**. South Africa, then:

- The names and information / abbreviated CV's of three Alternative Dispute Resolution Practitioners will be provided for purposes of party selection, and the subsequent appointment by the Chairperson of **ciarb**. South Africa.
- In the event of the Party not selecting an Alternative Dispute Resolution Practitioners the Chairperson of **ciarb**. South Africa will select one of the three ADR Practitioners and appoint him/her in the dispute.

It is agreed as a condition of such an appointment:

- That the appointment may be made on behalf of the Chairperson of **ciarb**. South Africa to appoint an Alternative Dispute Resolution Practitioner (Arbitrator / Mediator / Adjudicator) in the matter.
- To pay the reasonable fees and expenses of the Alternative Dispute Resolution Practitioner (Arbitrator / Mediator / Adjudicator), whether or not the dispute resolution process reaches a hearing or any award / finding is made, or agreement is reached;
- To provide adequate security for such payment if the Alternative Dispute Resolver so requests;
- To enter into the necessary Mediation Agreement with the appointed Mediator/s;
- To make such payment within ten days of receipt of notice that the award / finding is ready to be taken up or that such payment is otherwise due;
- To inform the Alternative Dispute Resolution Practitioner in the event of the settlement of the dispute before any award / finding is made;

- That it is acknowledged that neither the **ciarb**. South Africa, its Alternative Dispute Resolution Ad Hoc Committee, nor the Committee Members are liable, by reason of having appointed or nominated the Alternative Dispute Resolution Practitioner (Arbitrator / Mediator / Adjudicator), for anything done or omitted to be done by the Practitioner in the discharge or purported discharge of his/her functions and/or duties; and
- It is acknowledged that the parties indemnify the Chairperson of t **ciarb**. South Africa and the appointed Alternative Dispute Resolution Practitioner (Arbitrator / Mediator / Adjudicator) in the matter against any claims, actions or proceedings instituted by any of the parties arising out of this application.

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Capacity:** \_\_\_\_\_

(as, or for or on behalf of Claimant  
/ First Party)

Electronically Signed  
Electronic Communications and  
Transaction Act 25 of 2002

## Part B:

### Joint Application for the appointment of an Alternative Dispute Resolution Practitioner (Arbitration / Mediation / Adjudication)

The parties hereby apply to the Chairperson of **ciarb**. South Africa for their dispute (particulars of which are attached; provisions of the Alternative Dispute Resolution Agreement, and particulars of the Dispute are attached hereto and clearly marked “\_\_\_\_\_” and “\_\_\_\_\_”) to be referred to Alternative Dispute Resolution (Arbitration / Mediation / Adjudication) for determination by an Alternative Dispute Resolution Practitioner appointed for that purpose by the Chairperson of **ciarb**. South Africa, or the Alternative Dispute Resolution Ad Hoc Committee.

- An Alternative Dispute Resolution Agreement between the parties dated \_\_\_\_\_ allows for or includes the provisions that in the event of a dispute, either party may apply to the Chairperson of **ciarb**. South Africa to appoint an Alternative Dispute Resolution Practitioner (Arbitrator / Mediator / Adjudicator) in the matter.
- Any condition precedent to the right of either party to make a unilateral application for the appointment of an arbitrator has been satisfied and particulars of this, if any, are attached.

In the event that the Parties seek the names of three Alternative Dispute Resolution Practitioners with their information / abbreviated CV's will be provided for purposes of joint party selection and appointment by the Chairperson of **ciarb**. South Africa, then:

- The names and information / abbreviated CV's of three Alternative Dispute Resolution Practitioners will be provided for purposes of party selection.
- In the event of the Parties not reaching consensus on the selection of an Alternative Dispute Resolution Practitioner the Chairperson of **ciarb**. South Africa will appoint an Alternative Dispute Resolution Practitioner in the dispute, the Alternative Dispute Resolution Practitioner not necessarily being one of the three Alternative Dispute Resolution Practitioners made available for party selection purposes.

It is agreed as a condition of such an appointment:

- That the appointment may be made on behalf of the Chairperson of the Chairperson of **ciarb**. South Africa to appoint an Alternative Dispute Resolution Practitioner (Arbitrator / Mediator / Adjudicator) in the matter.
- To pay the reasonable fees and expenses of the Alternative Dispute Resolution Practitioner (Arbitrator / Mediator / Adjudicator), whether or not the dispute resolution process reaches a hearing or any award / finding is made, or agreement is reached;
- To provide adequate security for such payment if the Alternative Dispute Resolver so requests;
- To enter into the necessary Mediation Agreement with the appointed Mediator/s;
- To make such payment within ten days of receipt of notice that the award / finding is ready to be taken up or that such payment is otherwise due;



- To inform the Alternative Dispute Resolution Practitioner in the event of the settlement of the dispute before any award / finding is made;
- That it is acknowledged that neither **ciarb**. South Africa, its Alternative Dispute Resolution Ad Hoc Committee, nor the Committee Members are liable, by reason of having appointed or nominated the Alternative Dispute Resolution Practitioner (Arbitrator / Mediator / Adjudicator), for anything done or omitted to be done by the Practitioner in the discharge or purported discharge of his/her functions and/or duties; and
- It is acknowledged that the parties indemnify the Chairperson of **ciarb**. South Africa and the appointed Alternative Dispute Resolution Practitioner (Arbitrator / Mediator / Adjudicator) in the matter against any claims, actions or proceedings instituted by any of the parties arising out of this application.

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Capacity:** \_\_\_\_\_  
 (as, or for or on behalf of Claimant  
 / First Party)  
 Electronically Signed  
 Electronic Communications and  
 Transaction Act 25 of 2002

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Capacity:** \_\_\_\_\_  
 (as, or for or on behalf of  
 Respondent / Second Party)  
 Electronically Signed  
 Electronic Communications and  
 Transaction Act 25 of 2002

#### **Payment of appointment fees and methods of payment**

- The payment of an amount of R4,000.00 for the appointment of an ADR Practitioner only
- The payment of an amount of R5,000.00 for the names of three ADR Practitioners with information and abbreviated CV's for party selection and subsequent appointment of an ADR Practitioner by the Chairperson of the Chairperson of **ciarb**. South Africa
- All payments are to be made in South African Rand
- The Parties names are to be provided as payment reference
- Proof of payment to be emailed to info@ciarb.co.za

#### **Banking Account Detail:**

**ciarb**. South Africa NPC

Bank: First National Bank  
 Account Number: 63024396251

**Compliance****Requirements:**

- All sections have of this Application has been completed
- The correct fee has been paid R4,000.00 or R5,000.00 with the making available of proof of payment
- The relevant supporting documents were provided, to include:
  - o the Dispute Resolution / Arbitration / Mediation / Adjudication agreement
  - o the agreement between the parties containing the Dispute Resolution / Arbitration / Mediation / Adjudication agreement
  - o copy of the Notice of Arbitration, Notice of Mediation or Notice of Adjudication where applicable
- The application was signed and dated with the necessary authorisation being provided, to include the authorization
- The Application with supporting documents to be forwarded to info@ciarb.co.za

**Invoice requirements**

- The requesting the parties are required to provide the following information for invoice purposes:

Claimant/ First Party: \_\_\_\_\_

Responsible Person: \_\_\_\_\_ VAT Number: \_\_\_\_\_

Contact Information

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

Telephone Number: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_