



## Agreement to Mediate

### 1. Entered into between

Party A.....  
(Reg. number / I.D).....  
("A")

And

Party B.....  
(Reg. number / I.D).....  
("B")

(Collectively "The Parties")

### 2 AGREEMENT TO MEDIATE

WHEREBY IT IS AGREED AS FOLLOWS:  
THE MEDIATION

1. The Parties agree to attempt, in good faith, to settle their Dispute (the details of which are set out in Schedule 1 hereto) by Mediation and to conduct the Mediation in accordance with the terms of this Agreement.
2. The Mediation shall take place at....., South Africa and shall be conducted in accordance with the laws of the Republic of South Africa.

### AUTHORITY AND STATUS

3. The person signing this Agreement on behalf of each Party warrants having authority to bind that Party and all other persons present on that Party's behalf at the Mediation and To observe the terms of this Agreement, and also having authority to bind that Party to the terms of any settlement.

### AGREEMENT OF THE MEDIATOR

4. The Parties have agreed to the mediation process through WTP Livsey Build Consult (Watertite Projects cc) and their appointed Mediator.

### MEDIATOR 'S POWERS AND DUTIES

7. The Mediator shall endeavour to assist the Parties to settle the Dispute by agreement. The Mediator shall not adjudicate the Dispute, make any recommendations to the Parties or Advise any Party on the merits of the Dispute.

8. The Mediator shall have the discretion to conduct the Mediation in such a manner as s/he determines.
9. The Mediator shall be responsible for the administration of the Mediation including the process and conduct of the Mediation, which shall be done in an expeditious and cost effective manner.

### **RESPONSIBILITIES OF THE PARTIES**

10. Prior to and during the scheduled mediation session(s) the parties shall, as appropriate to each party's circumstances, exercise their best efforts to prepare for and engage in a Meaningful and productive mediation.

### **3. CONFIDENTIALITY AND WITHOUT PREJUDICE STATUS**

11. Every person involved in the Mediation:

- 11.1 Will keep confidential all information arising out of or in connection with the Mediation, including the fact and terms of any settlement, the fact that the Mediation is to take place or has taken place unless disclosure is required by law to implement or to enforce terms of settlement; and

- 11.2 Acknowledges that all such information passing between the Parties and the Mediator is agreed to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.

12. Where a Party privately discloses to the Mediator any information in confidence before, during or after the Mediation, the Mediator will not disclose that information to any other Party or person without the consent of the Party disclosing it, unless required by law to make disclosure.

13. The Parties will not call the Mediator as a witness, nor require the Mediator to produce in evidence any records or notes relating to the Mediation, in any litigation, Arbitration or other formal process arising from or in connection with their dispute and the Mediation; nor will the Mediator act or agree to act as a witness, expert, arbitrator or consultant in any such process.

### **4. SETTLEMENT**

14. In the event that the Parties settle the Dispute or any part thereof in a Settlement Agreement, then that Settlement Agreement shall be a final and binding settlement of the Dispute or such part thereof, as applicable.

### **5. FEES AND EXPENSES**

15. The fee to the request for mediation is R900.00 /hour or part thereof, plus post and petties at cost. Travel is charged at R 5.00/km.

16. The parties shall pay the mediator's fees and administrative costs in equal proportions. All expenses of the mediation, including required travelling and other expenses or charges of the mediator, shall be borne equally by the parties unless they agree otherwise. Payment is payable upon request.

17. The expenses of participants for either side shall be paid by the party requesting the attendance of such participants.

**6. TERMINATION**

18. The Mediation of the Dispute shall terminate when:

18.1 The Mediator receives written notice from a Party stating that the Party withdraws from the Mediation provided that no Party shall withdraw from the Mediation without first orally notifying the Mediator and giving the Mediator an opportunity to mediate on that Party’s continued participation in the Mediation;

18.2 The Mediator advises that Parties in writing that the Mediator believes that there is no reasonable prospects of settlement in the Mediation; and

18.3 The Parties conclude a written Settlement Agreement provided that they agree to continue the Mediation in the event of any part of the Dispute that remains unsettled after the conclusion of the Settlement Agreement.

SIGNED AT .....on.....

For: A .....  
who warrants his/her authority hereto

SIGNED AT .....on.....

For: B.....  
who warrants his/her authority hereto

**5. SCHEDULE 1**

Details of Dispute

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

*(This must be set out in detail)*

SIGNED AT ..... on.....

Mediator  
**(For and on behalf of Watertite Projects cc)**



Cost Effective Universal Best Building Practices

Cell +27 82 892 7324 • Tel +27 31 266 8640 • Fax +27 86 580 4998  
www.watertiteprojects.co.za

29 St James Ave,  
Westville, DBN, 3629  
PO Box 1261,  
Wandsbeck 3631  
consult@watertiteprojects.co.za

Registered with Master Builders (KZN) No 23003 & N.H.B.R.C. No 8979  
We are an Exempt Micro Enterprise(EME) and Value Added Enterprise(VAE) for BEE Classification