

IN THE ASSESSMENT BEFORE ASSESSOR _____

In the matter between:

PRESENTING PARTY

and

OPPOSING PARTY

ASSESSMENT AGREEMENT

1. PARTIES

The parties are as set out above.

2. DEFINITIONS

2.1 “the Act” means the

2.2 “BLCM” means the Board of Legal Costs Mediators.

2.3 “the Assessment” means the proceedings commenced in terms of this agreement before the Assessor.

2.4 “the Taxation” means the taxation which was pending under case number _____ of the Court prior to the conclusion of this agreement.

2.5 “this agreement” means the Assessment Agreement embodied in this document.

- 2.6 “the Assessor” means _____.
- 2.7 “the Court” means _____.
- 2.8 “the Rules” means _____.
- 2.9 “the Code of Conduct” means the Code of Conduct as prescribed and adopted by BLCM.

3. RECORDAL

- 3.1 The dispute between the parties is set out in the Notice of Taxation; Bill of Costs; Notice/List of Objections and Replies filed by them, as duly amended (if applicable).
- 3.2 The parties agree to refer the dispute to assessment before the assessor in accordance with the terms set out in this agreement.

4. APPOINTMENT OF THE ASSESSOR

- 4.1 The parties hereby agree to the appointment of _____ as assessor for the purposes of this agreement.

5. POWERS OF THE ASSESSOR

- 5.1 The Assessor will have all such powers in the conduct of the Assessment as are conferred by the Code of Conduct and this Agreement (as applicable).
- 5.2 The Assessor shall be bound by precedent.
- 5.3 The law of South Africa will apply.

6. PROCEDURE

- 6.1 The Act, the Rules and the terms of this Agreement will apply to the Assessment (as applicable).

- 6.2 The Assessment shall be held and concluded as expeditiously as possible.
- 6.3 Interlocutory disputes will be dealt with expeditiously, on reasonable notice and in such form as may be appropriate or directed by the Assessor.

7. VENUE AND DATE OF ASSESSMENT

- 7.1 The Assessment will be held in _____ at a venue to be arranged with the BLCM or, failing agreement between the parties, at such venue as the Assessor may direct.
- 7.2 The Assessment is set down for _____.

8. ASSESSORS AWARD

- 8.1 At the conclusion of the Assessment, the Assessor will as soon as reasonably possible complete the allocatur.
- 8.2 The parties agree that the Assessor's allocatur will be final and binding on each of them.
- 8.3 The parties also agree to have the taxing master sign and stamp the allocatur as settled within 14 days of completion of the allocatur; or as soon as reasonably possible, subject to the availability of the Taxing Master.

9. COSTS

- 9.1 The parties agree as follows:
- 9.1.1 the costs of the Assessment, including the fees payable to the Assessor, any costs relating to the administration of the Assessment, the costs of the venue (if any) and the costs of the recording of the Assessment proceedings and the transcript (if

any), will be the responsibility of the _____
party.

9.1.2. pending the Assessor's determination of liability for such costs,
the parties agree that they will be liable in equal shares as
between the Plaintiff on the one hand and the Defendant on the
other hand for the said costs.

9.2 The Assessor shall determine which of the parties is liable for the costs
incurred by the parties in the Assessment.

DATED AT _____ ON _____ 201__.

PARTY A

DATED AT _____ ON _____ 201__.

PARTY B