

Settlement Agreement

Edition 2018

BLCM Mediation Agreement

Edition 2018

Date

Parties

..... (Party A)

..... (Party B)

(‘the Parties’)

Background

- The Parties have been in a dispute in relation to a bill of cost

(‘the Dispute’) which is being mediated;

- The Dispute has been the subject of a BLCM mediation (‘the Mediation’) conducted under an agreement (‘the Mediation Agreement’) between the Parties and _____ (‘the Mediator’) and BLCM;
- The Parties have agreed to settle the Dispute on the terms set out below (‘the Settlement Agreement’);

Terms of the Settlement Agreement

It is agreed as follows:

1. [The Bill of Costs dated is settled by agreement between the parties in the amount of R_____ ; and it is agreed between the parties that this amount is entered on the allocatur(s).
2. The parties also agree to have the taxing master (in the applicable division of the High Court) sign and stamp the allocatur as settled within 14 days of completion of the allocatur(s); or as soon as reasonably possible, subject to the availability of the Taxing Master.
3. B will pay R_____ to A by not later than 25 December _____ by direct bank transfer to _____ branch code _____ account number _____.
4. *Any other terms* _____.
5. This Agreement is in full and final settlement of any dispute whatsoever which the Parties have against each other.
6. This agreement supersedes all previous agreements between the parties [in respect of all matters relevant to the Dispute] except for those terms of the Mediation Agreement of continuing effect including the confidentiality of the mediation process, the Parties' undertaking not to call the mediator or BLCM to give evidence and the liability of the Mediator and BLCM.
7. If any dispute arises out of this Agreement, the Parties will attempt to settle it by mediation before resorting to any other means of dispute resolution. To initiate any such mediation a Party must give notice in writing to the Mediator and to BLCM. Insofar as possible the terms of the Mediation Agreement will apply to any such further mediation. If no legally binding settlement of such a dispute is reached within [28] days from the date of the notice to the Mediator and to BLCM, either party may proceed to exercise their rights in terms of the laws of South Africa.
8. The Parties will keep confidential and not use for any collateral or ulterior purpose the terms of this Agreement except insofar as is necessary to implement and enforce any of its terms or as otherwise agreed in writing by the Parties.
9. This Agreement shall be governed by, construed and take effect in accordance with South African law. The courts of South Africa shall have exclusive jurisdiction to decide any claim, dispute or matter of difference which may arise out of, or in connection with this agreement.

10. The parties agree to make this agreement an order of court (if necessary).

Signed at _____ on _____ 201__.

for and on behalf of **Party A**

for and on behalf of **Party B**