

ARBITRATION AGREEMENT

ENTERED INTO BETWEEN

.....

AND

.....

AND

**GERHARD DREYER CONSULTING (PTY) LTD (“GDC”)
(JOINTLY REFERRED TO AS THE PARTIES)**

WHEREAS:

1. are the short term insurers of and are the short term insurers of; and
2.is the registered owner, alternatively, *bona fide* possessor of a vehicle with registration number; and
3. is the registered owner, alternatively, *bona fide* possessor of a vehicle with registration number
4. On or about at or near, the drivers of and, respectively, were involved in a collision; and
5. Both the drivers of and were driving the vehicles at the time of the collision within the course and scope of their employment with the owners, alternatively, whilst furthering the interests of the owners, further alternatively, with the permission of the owners, further alternatively under circumstances where the owners retained control over the manner in which their

vehicles were being driven, further alternatively acting as an agent for the owners (if applicable); and

6. The parties wish to avoid litigation in relation to the collision and are desirous to have the dispute resolved by way of arbitration.

NOW THEREFORE THE PARTIES AGREE THAT:

7. The parties will place GDC in possession of all the documents, evidence and heads of arguments that form part of the parties submissions, in terms of the Motor Vehicle Accident Arbitration Rules which are to be read as if specifically incorporated herein.
8. GDC will collate an arbitration pack of documents which the Arbitrator/s will use for purposes of the arbitration.
9. GDC will charge each party in accordance with Schedule B of the Motor Vehicle Accident Arbitration Rules which are to be read as if specifically incorporated herein.
10. GDC will appoint an arbitrator/s on the panel of GDC (Pty) Ltd as the arbitrator/s for the matter in accordance with the Motor Vehicle Accident Arbitration Rules which are to be read as if specifically incorporated herein.
11. GDC will secure an arbitration award in terms of the of the Motor Vehicle Accident Arbitration Rules which are to be read as if specifically incorporated herein.
12. The parties agree that the terms of this agreement and the arbitration is confidential and will not be disclosed to any other person, natural or juristic, for any purpose whatsoever without the written consent of the other parties to this agreement.
13. The parties agree that the award may be made an order of Court by any party to this agreement.
14. The parties agree that the award is final and binding.
15. The parties specifically record that this agreement only relates to this collision, that it only relates to the monetary reasonable damages suffered by the parties through subrogation and that it excludes any party's or insured's rights of recourse in connection to physical, bodily damages, death or injury suffered in the same collision.

DATED AT PRETORIA ON _____ 2024.

For and on behalf of

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The signatory being duly authorised to represent

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For and on behalf of

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The signatory being duly authorised to represent

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For and on behalf of

GDC (PTY) LTD

The signatory being duly authorised to represent

GDC (PTY) LTD

WITNESS

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