



THE TRIBUNAL FOR COMMERCIAL PROPERTY

Email: info@tribunalcp.co.za

Tel: 021 914 4138

TRIBUNAL FOR COMMERCIAL PROPERTY

TERMS AND CONDITIONS: COMMERCIAL LEASE DISPUTES

1. WELCOME AND INTRODUCTION

1.1 Thank you for engaging the Tribunal to facilitate the resolution of your dispute. The purpose of the Tribunal is to facilitate the expedited resolution of commercial and rental disputes. In order to achieve this purpose the hearing of disputes shall be based on the provisions contained in the Arbitration Clause: Lease Agreements, Arbitration Clause: Deed of Suretyship and Commercial Lease Dispute Rules (hereinafter "*the documents*"). Therefor the Tribunal reserves the right not to facilitate any dispute should the documents be altered and/or incomplete.

1.2 The Tribunal shall function independently from Hailo Trading (Pty) Ltd as described in the rules. All arbitrators, as defined in the rules, shall be appointed and overseen by the Chairman being Judge Willem Van Der Merwe or his successor in title.

2. TERMS OF ENGAGEMENT

2.1 The procedures and processes are adequately described in the documents and should be read as if specifically incorporated in these terms and conditions.

3. FEES AND EXPENSES

The facilitation fees of the Tribunal shall be as follows:



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3.1 Monetary Claims:

Claim Amount	The claim amount includes the total amount claimed.
Fees in terms of Monetary Claims	Arbitration fees payable (excluding VAT) as per the tariff below.

Claim Amount	Fees in terms of Monetary Claims
R1 – R150 000	R12 000
R150 001 – R300 000	R14 000
R300 001 – R600 000	R16 000
R600 001 – R1 000 000	R18 000
Above R1 000 001	R20 000
COVID-19 Rental Assessment irrespective of amount	R18 000

The facilitation fee referred to above shall be payable in equal shares by the Claimant/s and the Defendant/s, provided that if the Defendant/s fails to pay its share the Claimant/s shall be obliged to pay the full amount in order to proceed with the referral of the dispute.

Should a Claimant/s wish to increase its claim by an amendment the fee payable shall be adjusted and payable as recorded hereinabove.

3.2 Non-Monetary Claims:

Fees in respect of non-monetary claims, including but not limited to a claim for eviction, shall be R20 000.00 (twenty thousand rand) excluding VAT. In the event of the institution of a monetary claim (and payment of the Arbitration fee



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recorded in 3.1 above) in respect of such claim calculated in 3.1 above **as well as a non-monetary claim** a fixed facilitation fee of R4000.00 (four thousand rand) excluding VAT shall be payable in respect of each non-monetary claim to a maximum amount of R12 000.00 (twelve thousand rand) excluding VAT.

Example:

Claim Amount:	R580 000.00
Monetary claim fees as per 3.1 above	R16 000.00 plus VAT
Non-monetary claim: confirmation of Claim for Eviction plus non-monetary fees	R 4 000.00 plus VAT
Total fee	R20 000.00 plus VAT

The amount shall be paid in equal shares by the Claimant/s and Defendant/s, provided that if the Defendant/s fail(s) to pay its share the Claimant/s shall be obliged to pay the full amount if it/they wish(es) to proceed with the referral of the dispute.

3.2.1 If a Claimant wishes to add an additional non-monetary claim through an amendment (in the absence of a monetary claim) the fee payable in respect of each non-monetary claim shall be R4000.00 (four thousand rand) excluding VAT to the maximum of R12 000.00 (twelve thousand rand) excluding VAT.

3.2.2 Should any monetary claim be added to a non-monetary claim already instituted the fee recorded in 3.1 shall be payable in relation thereto.



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3.3 In the event that provision is made for a final award to be subject to appeal the fees shall be R20 000.00 (excluding vat). Such fees together with the fees of the appeal arbitrators shall be paid within 7(seven) days from noting the appeal.

3.4 The decision of the Tribunal with regards to the calculation of fees shall be final.

3.5 The Tribunal shall be entitled to revise the above mentioned fees from time to time.

3.6 The fees exclude the Arbitrator's fees and expenses referred to in paragraph 3.9 as well as other charges referred to in paragraphs 3.8 below.

3.7 Other Charges:

The Tribunal shall be entitled to raise charges in respect of expenses such as cost consultant fees, venue hire, costs of recording equipment, transcription of the record, photocopies and the like, should same be made available by the Tribunal in its discretion.

3.8 Arbitrator's Fees:

The Tribunal will further collect the anticipated fees of the Arbitrator assigned to the dispute and may require a further payment in respect of the anticipated fee of the Arbitrator. The decision of the Tribunal shall be final.



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- 3.9 Fees and other charges shall be payable to the Tribunal upon the presentation of a pro-forma invoice and only after payment has been received shall a VAT invoice be issued.
- 3.10 The Tribunal will only facilitate disputes where an account reflects a credit balance. Such balance should at all times be adequate to cover the fees, costs and expenses as calculated from time to time, by the Tribunal. Any credit balance remaining at the finalization of the dispute shall be refunded to the party or parties who made payment, and if more than one party, pro rata to their contribution.
- 3.11 In terms of the rules no **Notice of Claim** or **Amended Notice of Claim** shall be issued by the Tribunal until payment of all the above mentioned fees and other charges have been received. The Tribunal will only accept payments made by electronic funds transfer (“EFT”) which payment shall only be acknowledged once effects have been cleared in the account of the Tribunal.
- 3.12 Should any amount be outstanding on any previous dispute referred to the Tribunal by any Claimant, whether or not such Claimant elected that payment should be collected from both the Claimant and the Defendant, such outstanding amount/s shall be paid by the Claimant prior to the Claimant being entitled to refer any further disputes to the Tribunal.
- 3.13 It is recorded that the Tribunal is an initiative that cannot afford to limit its capacity to facilitate disputes due to the non-payment of fees, costs or disbursements.



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4. INDEMNITY

4.1 Save for intentional wrongdoing, Claimant/s Defendant/s or any Third party, to the fullest extent permitted under the applicable law, waive any claim against the Chairman, the Arbitrator/s, the Tribunal, Hailo Trading (Pty) Ltd, and all their directors and employees, or any person appointed by the Arbitrator/s, in respect of any act or omission in connection with or in relation to the Arbitration or the facilitation thereof.

4.2 The Claimant and Defendant make use of the documents at their own risk.
The Tribunal does not and will not be giving any legal advice.

5. INTELLECTUAL PROPERTY AND COPYRIGHT

5.1 The intellectual property and copyright in the concept, documents, procedures, processes and the website vest in the Tribunal and any unauthorised use thereof is strictly prohibited.

6. SECTION 43 NOTICE

6.1 In terms of Section 43 of the Electronic Communications and Transactions Act, 25 of 2002, the following information is provided:

6.1.1 Name and legal status: Resolve Africa (Pty) Ltd.

6.1.2 Address: 5th Floor, Cento Building, Bella Rosa Office Park, Durban Road,
Bellville, Cape Town

6.1.3 Telephone number: 087 943 5416.

6.1.4 Website address: www.tribunalcp.co.za

6.1.5 E mail addresses: info@tribunalcp.co.za
disputes@tribunalcp.co.za



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6.1.6 Registration number of company: 2006/006785/07

6.1.7 Directors: Gideon Jacobus Pretorius

Michiel Christiaan Erasmus

William Taylor Benjamin Ridgard

www.resolveafrica.co.za

