



| CLIENT REGISTRATION FORM | | |
|--|---|---|
| SECTION I - CASE INFORMATION | | |
| Court Case No. (if applicable): | Court (if applicable): | |
| Are there any Court Order(s) currently in place? If Yes please provide details: | | |
| Type of Matter: | | |
| <input type="checkbox"/> Divorce with Children | <input type="checkbox"/> Parenting Plan | <input type="checkbox"/> Maintenance only |
| <input type="checkbox"/> Other (please specify) | | |
| Short Description of Assistance Required: | | |
| | | |
| | | |
| | | |
| SECTION 2.1 - CLIENT INFORMATION (PARTY I / REFERRING PARTY) | | |
| Title and Full Name: | | |
| Date of Birth: | ID No.: | Email: |
| Cell No.: | Phone No. 2: | |
| Residential Address: | | |
| City: | Postal Code : | Province: |
| Postal Address: | | |
| City: | Postal Code : | Province: |
| SECTION 2.2 - EMPLOYMENT INFORMATION (PARTY I) | | |
| Employer: | Occupation: | |
| Employer Address: | | |
| City: | Postal Code : | Province: |
| Salary: | | |
| SECTION 2.3 - LEGAL REPRESENTATIVE IF APPLICABLE (PARTY I) | | |
| Title, First Name, Surname: | | |
| Company Name: | File Ref. No.: | |
| Cell No.: | Phone No. 2: | Email: |
| SIGNATURE | | |
| I confirm that the information provided by me on this page is correct and true to the best of knowledge <input type="checkbox"/> | | |
| Full Name: | | |
| Signature: | Date: | |

| SECTION 3.1 - CLIENT INFORMATION (PARTY 2 / RESPONDING PARTY) | | |
|--|----------------|----------------|
| Title and Full Name: | | |
| Date of Birth: | ID No.: | Email: |
| Cell No.: | Phone No. 2: | |
| Residential Address: | | |
| City: | Postal Code : | Province: |
| Postal Address: | | |
| City: | Postal Code : | Province: |
| | | |
| SECTION 3.2 - EMPLOYMENT INFORMATION (PARTY 2) | | |
| Employer: | | Occupation: |
| Employer Address: | | |
| City: | Postal Code : | Province: |
| Salary: | | |
| SECTION 3.3 - LEGAL REPRESENTATIVE IF APPLICABLE (PARTY 1) | | |
| Title, First Name, Surname: | | |
| Company Name: | | File Ref. No.: |
| Cell No.: | Phone No. 2: | Email: |
| SECTION 4 - CHILDREN (BORN FROM RELATIONSHIP BETWEEN PARTIES 1 & 2) | | |
| Full Name: | Date of Birth: | |
| Full Name: | Date of Birth: | |
| Full Name: | Date of Birth: | |
| Full Name: | Date of Birth: | |
| Full Name: | Date of Birth: | |
| SIGNATURE | | |
| I confirm that the information provided by me on this page is correct and true to the best of knowledge <input type="checkbox"/> | | |
| Full Name: | | |
| Signature: | Date: | |

A once off non-refundable registration fee **must** accompany this client registration form!
The registration fee covers opening of the case file, as well as correspondence between the mediator and both parties during the mediation and leading up to the meeting(s).

The registration fee is R400.00 (once-off)

Please read the terms and conditions and sign acknowledgement of these on the last page of this registration form.

Terms and Conditions

This document constitutes the Standard Terms and Conditions on which Perspectives (Tania Bocher) renders its dispute settlement services.

1. The party or parties referring the matter to *Perspectives* [as identified in the Client Registration Form [herein referred to as "the parties"]] confirm that:
 - 1.1 Any service provided to the parties by *Perspectives* shall be provided upon these terms and conditions;
 - 1.2 They are aware of and accept these terms and conditions, and furthermore subject themselves to *Perspectives*' Dispute Resolution Procedures [referred to as "the Rules" or "Rule"].
2. The parties hereby request *Perspectives* to arrange and/or provide the services identified in the Client Registration Form, and as further required. *Perspectives* agrees to arrange for and provide the requested services upon the terms and conditions specified herein. In doing so, *Perspectives* shall be required to provide some or all of the following service components:
 - 2.1 The services of a *dispute practitioner* (conciliator, mediator, arbitrator, etc.);
 - 2.2 *Perspectives* administration services, inclusive of a venue usage charge;Upon receipt of a completed Client Registration Form *Perspectives* shall provide these service components at a level and quantity as in *Perspectives*' discretion is required by the dispute, but subject to any of the parties' reasonable specifically agreed requirements.
3. The fees charged by *Perspectives* shall be subject to prior acceptance by the party/parties.
 - 3.1 The fees and charges therein contained in the *Rates Agreement* may, without prior notice, increase in accordance with any general tariff increase by *Perspectives*.
 - 3.2 Such increased fees shall also apply to any matters already referred to *Perspectives*, but only in respect of such aspects of the matter as are not yet finalised on the date of the increase, and further provided that any such increase shall not exceed 15% per annum of the fees and charges listed therein.
 - 3.3 Disbursements incurred by *Perspectives* in respect of postal services, delivery expenses, faxes, photocopying, preparation of bundles and any other causes are normally included in the case management fee. However, *Perspectives* reserves the right to recover such costs where the expenses relating to the case in *Perspectives* opinion is out of the ordinary or warrants it.
4. All fees in terms of this agreement, including the fees due to the dispute practitioner, shall become due and payable as follows:
 - 4.1 In the case of all conciliation, mediation and arbitration referrals, a referral fee equal to the cost of a conciliation event shall be invoiced upon receipt of the referral, and shall be immediately due and payable. Any additional fees relating to such a conciliation process shall be invoiced and become due as and when they arise;
 - 4.2 Where the parties agree at the conciliation meeting to schedule any additional events, any fees relating to such additional events shall be invoiced as soon as the conciliation meeting is concluded, and shall be immediately due and payable;
 - 4.3 Where the parties at any stage agree to extend the duration of a conciliation meeting, any fees relating to such extension shall be invoiced as soon as the conclusion of the meeting, and shall be immediately due and payable;
 - 4.4 *Perspectives* shall provide to the party(ies) an invoice that sets out the amounts due to *Perspectives* and to the Dispute Practitioner, and the date or dates upon which such amounts became due. All amounts due shall be paid on presentation of the invoice;
 - 4.5 *Perspectives*' tax invoices shall be prima facia proof of the amounts due in terms of this agreement, and of the date or dates on which the said amounts became due;
 - 4.6 Interest shall may levied on any unpaid amounts from the due date to the date of payment at the rate of 5% above FNB Bank's applicable prime interest rate, and shall be capitalised monthly;
 - 4.7 In the event that *Perspectives* is required to institute legal- or arbitration proceedings to recover any outstanding fees due in terms of this agreement, the party(ies) in default shall be liable for *Perspectives*' legal costs on the scale as between attorney and own client.
5. In the case of settlement or postponement, the following cancellation fees shall apply:
 - 5.1 Where a referral is settled, cancelled or withdrawn prior to the conciliation meeting, **no** cancellation fee shall apply if the settlement, cancellation or withdrawal is reported to *Perspectives* **more than three (3) days prior** to the scheduled conciliation meeting;
 - 5.2 Where a referral is settled, cancelled or withdrawn prior to the conciliation meeting, a cancellation fee equal to 50% of the total fee shall apply if the settlement, cancellation or withdrawal is reported to *Perspectives* **fewer than three (3) days prior** to the first scheduled conciliation meeting;
 - 5.3 Where a referral is settled, cancelled or withdrawn prior to the conciliation meeting, a cancellation fee equal to 100% of the total fee shall apply if the settlement, cancellation or withdrawal is reported to *Perspectives* **fewer than 24 hours prior** to the scheduled conciliation meeting;
6. In the event of any monies not being paid to *Perspectives*, *Perspectives* may immediately and without any further notice to any party:
 - 6.1 suspend the rendering of any further services until such time as the full outstanding amount has been paid. This may include the postponement of scheduled events, and or withholding of the arbitrator's award or the mediator's certificate, where applicable; and or

- 6.2 terminate this agreement and forfeit in favour of *Perspectives* any and all monies already due to *Perspectives*.
7. Subject to clause 7.1, the party referring the dispute to *Perspectives* [identified as “the Referring Party” in the Client Registration Form] is responsible for payment to *Perspectives* of all fees due in respect of this agreement.
- 7.1 The parties may agree that another party(ies) other than the Referring party should pay some or all of *Perspectives* fees, and may request *Perspectives* to invoice the parties in accordance with such agreement.
- 7.2 Where *Perspectives* does invoice in accordance with such an agreement between the parties, it shall not in any way reduce or detract from the liability of the Referring Party in accordance with clause 7 above.
8. Where the Client Registration Form is signed by both parties, or the referral is made in terms of a pre-existing dispute settlement agreement between the parties:
- 8.1 The parties shall, despite the provisions of clause 5, be jointly and severally liable for the payment of all fees due in terms of this agreement;
- 8.2 Agree that all costs payable in terms of this agreement shall be costs in the cause, and shall, where an arbitrator is appointed, be subject to his discretion as to who will be liable for payment thereof.
9. *Perspectives* shall not be liable to any party for any act or omission relating to a dispute process conducted under its aegis by any of its employees, or by any dispute practitioner, and shall have no liability or responsibility towards the parties or to any dispute practitioner in respect of any dispute process commenced under the aegis of *Perspectives* but not completed according to the Rules.
10. It is specifically recorded that *Perspectives* sends out reminders of pending procedural steps to parties as a courtesy to the parties, and not as a duty in terms of this agreement.
11. A dispute practitioner appointed by *Perspectives* shall not be liable for any act or omission relating to any process in which she/he was the appointed officer, except for deliberate misconduct by him/her, and in which event she/he, and not *Perspectives*, shall be liable.
12. In the event of a dispute of any nature whatsoever arising between *Perspectives* and the parties, the parties agree that the Benoni Magistrate’s Court shall have jurisdiction in this matter.
13. This document constitutes the entire agreement between the parties, and nothing at variance with the terms hereof shall be binding unless reduced to writing and signed by or on behalf of all the parties thereto.
14. The terms of this agreement shall not become binding on *Perspectives* unless and until its authorised agent accepts the appointment in terms of this agreement in writing.

| SIGNATURE | |
|--|---------------------|
| I hereby agree to the standard <i>Perspectives</i> ’ Terms and Conditions as set out in this document <input type="checkbox"/> | |
| Title and Full Name (Party 1): | |
| Signature: | Date: |
| Title and Full Name (Party 2): | |
| Signature: | Date: |
| <i>Perspectives</i> Agent: | Tania M Lara Bocher |
| Signature: | Date: |