



REPUBLIC OF SOUTH AFRICA

FORM 14
(Rule 82)

SETTLEMENT AGREEMENT

COURT:

FILE NO:

PARTIES:

..... Claimant

And

..... Respondent

Whereas the parties referred their dispute to mediation;

And whereas the parties have settled the dispute between them with the assistance of the mediator;

And whereas the parties hereby record the terms and conditions of the settlement;

Now therefore it is agreed as follows:

1. TERMS OF SETTLEMENT

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2. AUTHORITY TO ENTER INTO SETTLEMENT

Each person signing this agreement in a representative capacity warrants that he or she has full authority to bind his or her principal to this agreement.

3. CONSENT TO JUDGMENT

The Claimant/Respondent agrees that in the event of failure to comply with any term of this agreement, the Claimant/Respondent shall be entitled to lodge with the clerk/registrar of the court the written Consent to Judgment signed by the Claimant/Respondent and obtain judgment in accordance with the provisions of section 58 of the Magistrates' Courts Act 32/1944.

4. NON PAYMENT

Should any amount payable in terms of this agreement not be paid on the due date the full amount outstanding shall immediately become due, owing and payable.

5. CONFIDENTIALITY

- 5.1 It is understood between the parties and the mediator that the mediation will be strictly confidential and without prejudice.
- 5.2 Mediation discussions, written and oral communications, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceeding, unless such information is discoverable in terms of the normal rules of court. Only a mediated agreement, signed by the parties may be so admissible.
- 5.3 The parties further agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the parties.
- 5.4 The parties understand the mediator has an ethical responsibility to break confidentiality if s/he suspects another person may be in danger of harm.

6. ORDER OF COURT

The parties agree that this settlement agreement is/is not forthwith to be made an order of court.

7. BREACH

In the event that this agreement has not been made an order of court and any party breaching the agreement, the aggrieved party will be entitled to make application to court to make this agreement an order of court and to enforce the terms of hereof.

8. NON-VARIATION AND WAIVER

The parties agree that any amendment, waiver or variation of any term of this agreement must be in writing and signed by all parties.

SIGNED AT ON

WITNESSES:

- 1.
- 2.

CLAIMANT
 PERSONAL CAPACITY/
 DULY AUTHORISED
 (Attach copy of authority/resolution)

WITNESSES:

- 1.
- 2.

RESPONDENT
 PERSONAL CAPACITY/
 DULY AUTHORISED
 (Attach copy of authority/resolution)