

DISPUTE RESOLUTION: ARBITRATION

1. This clause (the Clause) constitutes an agreement of indefinite duration, independent of the contract or other document in which it is contained, referred to or incorporated (the Contract) and it supersedes any other dispute resolution process agreed or otherwise applicable between the parties.
2. Any dispute, controversy or claim between any of the parties howsoever arising out of or in connection with the Contract or the Clause or the breach, termination or validity of the Contract or the Clause either during the currency or after the completion, expiration, termination or cancellation thereof and irrespective of whether the dispute is of a contractual, delictual or any other nature shall, unless precluded by law, be determined by final and binding arbitration before a single arbitrator who shall be appointed as such by agreement between the parties, or failing such agreement by the Executive Committee of the Maritime Law Association of South Africa (“MLASA”) on application by any of the parties.
3. The juridical seat of the arbitration shall be (insert place - this is not necessarily the place where the arbitration will be held).
4. This arbitration clause shall be construed in accordance with South African law.
5. The place of the arbitration shall be(insert place).
6. The referral to arbitration, the appointment of the arbitrator, the conduct of the arbitral proceedings, and, without limitation, all things relating to or arising from any of the aforesaid shall be governed by such edition of the MLASA-LMAA Terms (being the MLASA’s adaptation of the London Maritime Arbitrators Association Terms) as is current at the time of appointment of the arbitrator.