PART 2

* Arbitration agreement form

The arbitration agreement maybe an arbitration clause in a contract or a separate agreement. The arbitration agreement should be in writing and it should be in writing if it is contained in; a document signed by parties, an exchange through telecommunication means and an exchange of claims and defence. The reference in a contract to a document containing an arbitration clause shall constitute an arbitration agreement if the contract is in writing and the reference is such as to make that arbitration clause part of the contract.

* Waiver of right to object

If a party to an agreement know of any mistakes in the agreement and continues with the arbitration without stating his objection has lost their right to object.

* Stay of legal proceedings

A court before which proceedings are brought in a matter which is the subject of an arbitration agreement shall, if a party so applies not later than the time when that party enters appearance or otherwise acknowledges the claim against which the stay of proceedings is sought, stay the proceedings and refer the parties to arbitration unless it finds out that; that the arbitration agreement is null and void, inoperative or incapable of being performed or that there is not in fact any dispute between the parties with regard to the matters agreed to be referred to arbitration.

Proceedings before the court shall not be continued after an application under subsection (1) has been made and the matter remains undetermined. If the court declines to stay legal proceedings, any provision of the arbitration agreement to the effect that an award is a condition precedent to the bringing of legal proceedings in respect of any matter is of no effect in relation to those proceedings.

* Interim measures by court

It is not incompatible with an arbitration agreement for a party to request from the High Court, before or during arbitral proceedings, an interim measure of protection and for the High Court to grant that measure. Where a party applies to the High Court for an injunction or other interim order and the arbitral tribunal has already ruled on any matter relevant to the application, the High Court shall treat the ruling or any finding of fact made in the course of the ruling as conclusive for the purposes of the application.

* Death of a party

An arbitration agreement is not discharged by the death of one party; it is enforceable by or against the representative of the deceased. The authority of an arbitrator is not revoked by the death of any party by whom he was appointed.

* Receipt of, written communications

Communication made by electronic mail or facsimile is assumed to be received on the day it is sent in other cases, the communication is received when it is delivered personally and is said to be received on the day of delivery. Where the address and the mail of a party cannot be found, communication is assumed to have been received when it is sent to the past address. This section does not apply to the service of documents for the purpose of legal proceedings for which provision is made by rules of court.

Extent of court intervention

Except as provided in this Act, no court shall intervene in matters governed by this Act.