

**SETTLEMENT AGREEMENT**

**BETWEEN**

**[Party A]**

and

**[Party B]**

**IN THE PRESENCE OF**

**Martin J. Bauwens**  
Mediator  
50 Buitenkant Street  
The Square, Unit 7  
Cape Town

---

Whereas the parties referred their dispute to mediation;

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**

**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. BREACH**

Each party agrees that in the event of failure by another party to comply with the terms of this agreement, the aggrieved party will be entitled to file an application to court to make this agreement an order of court and to enforce the terms thereof. The parties further agree not to oppose any application for an order of court filed for the purposes of enforcing the settlement.

**4. NON PAYMENT**

Should any amount payable in terms of this agreement not be paid by the due date, the full outstanding amount will immediately become due.

**5. CONFIDENTIALITY**

The parties understand that the mediation is confidential and without prejudice.

Mediation discussions, written and oral communications, any draft resolutions, and unsigned mediated agreements are not admissible in any court proceedings, unless such information is discoverable as per the normal rules of court. Only a mediated agreement signed by the parties may be so admissible.

The parties also agree not to call the mediator to testify concerning the mediation or provide any materials from the mediation in any court proceedings or arbitral tribunal between the parties.

The parties understand that the mediator has an ethical responsibility to break confidentiality if he suspects another person may be in danger of harm.

**6. NON-VARIATION AND WAIVER**

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

SIGNED AT \_\_\_\_\_ ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
For and on behalf of:

**PARTY A**

SIGNED AT \_\_\_\_\_ ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

---

For and on behalf of:

**PARTY B**

Settlement Agreement