**South Carolina General Assembly**

122nd Session, 2017-2018

**H. 4519**

**STATUS INFORMATION**

General Bill

Sponsors: Rep. McKnight

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Introduced in the House on January 9, 2018

Currently residing in the House Committee on **Judiciary**

Summary: Arbitration agreements

**HISTORY OF LEGISLATIVE ACTIONS**

Date Body Action Description with journal page number

12/13/2017 House Prefiled

12/13/2017 House Referred to Committee on **Judiciary**

1/9/2018 House Introduced and read first time ([House Journal‑page 140](file:///h:\hj\20180109.docx))

1/9/2018 House Referred to Committee on **Judiciary** ([House Journal‑page 141](file:///h:\hj\20180109.docx))

View the latest [legislative information](http://www.scstatehouse.gov/billsearch.php?billnumbers=4519&session=122&summary=B) at the website

**VERSIONS OF THIS BILL**

[12/13/2017](file:///p:\pprever\2017-18\4519_20171213.docx)

**A** **BILL**

TO AMEND SECTION 15‑48‑10, CODE OF LAWS OF SOUTH CAROLINA, 1976, RELATING TO THE VALIDITY OF AN ARBITRATION AGREEMENT, SO AS TO REQUIRE THAT THE NOTICE MUST BE TYPED IN BOLD LETTERS AND ACKNOWLEDGED BY THE WRITTEN SIGNATURE OF BOTH PARTIES.

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. Section 15‑48‑10 of the 1976 Code is amended to read:

“Section 15‑48‑10. ~~(a)~~(A) A written agreement to submit any existing controversy to arbitration or a provision in a written contract to submit to arbitration any controversy thereafter arising between the parties is valid, enforceable and irrevocable, save upon such grounds as exist at law or in equity for the revocation of any contract. Notice that a contract is subject to arbitration pursuant to this chapter ~~shall~~ must be typed in bold underlined capital letters, or rubber‑stamped prominently, on the first page of the contract and unless such notice is displayed thereon the contract shall not be subject to arbitration. The notice must define the term ‘arbitration’, explain the rights of both parties under an arbitration agreement, and be acknowledged by the written signature of both parties underneath the provision requiring the submission of any controversy to arbitration.

~~(b)~~(B) This chapter however shall not apply to:

(1) Any agreement or provision to arbitrate in which it is stipulated that this chapter shall not apply or to any arbitration or award thereunder;

(2) Arbitration agreements between employers and employees or between their respective representatives unless the agreement provides that this chapter shall apply; provided, however, that notwithstanding any other provision of law, employers and employees or their respective representatives may not agree that workmen’s compensation claims, unemployment compensation claims and collective bargaining disputes shall be subject to the provisions of this chapter and any such provision so agreed upon shall be null and void. An agreement to apply this chapter shall not be made a condition of employment.

(3) A pre‑agreement entered into when the relationship of the contracting parties is such that of lawyer‑client or doctor‑patient and the term ‘doctor’ shall include all those persons licensed to practice medicine pursuant to Chapters 9, 15, 31, 37, 47, 51, 55, 67 and 69 of Title 40 of the 1976 Code.

(4) Any claim arising out of personal injury, based on contract or tort, or to any insured or beneficiary under any insurance policy or annuity contract.”

SECTION 2. This act takes effect upon approval by the Governor.

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