



SISV Dispute Resolution Centre

Background

The mediation movement began in Singapore in 1995 with the setting up of the Court Mediation Centre by the Subordinate Courts. Since then, mediation is embraced as part of the judiciary system to provide a viable alternative to resolving disputes.

In line with the move and trend towards less formal and more amicable ways of resolving disputes, the Institute established its SISV Mediation Centre in 1997 to offer dispute resolution services to its members. This was done on a limited scale.

In view of the increasing number of disputes and conflicts occurring in the construction and real estate field as evidenced in the media reports, the Institute has examined the need to expand its services to the general public from the real estate and construction industry.

The SISV Mediation Centre offers a wide range of dispute resolution services including mediation, adjudication, arbitration and independent expert appraisal for construction and real estate disputes.

The SISV Mediation Centre is now named as the SISV Dispute Resolution Centre. The SISV Dispute Resolution Centre has been announced by the Council of Estate Agencies (CEA) as one of its appointed dispute resolution centres for mediation and arbitration under the CEA Dispute Resolution Scheme.

For further information, please contact:

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SISV MEDIATION RULES

(1) Introduction

- (a) Mediation is a structured confidential, voluntary and private dispute resolution process comprising one or more sessions in which one or more impartial individuals (hereinafter called “the Mediator”), without adjudicating a dispute or an aspect of it, assists the parties to the dispute to reach a negotiated settlement.
- (b) The Singapore Institute of Surveyors and Valuers Mediation Rules (hereinafter called “the SISV Mediation Rules”) herein set forth shall apply to the mediation where parties seek amicable settlement of their disputes under an agreement that their disputes shall be referred to mediation provided by the Singapore Institute of Surveyors and Valuers Dispute Resolution Centre (hereinafter called “the SISV DRC”) either by stipulation in their contract or by agreement.
- (c) The mediation session shall be conducted by the SISV DRC.
- (d) The Mediator shall be appointed by the SISV DRC.
- (e) The Parties to the mediation (hereinafter called “the Parties”) shall be :
 - (i) The Initiating Party (hereinafter called “the Initiating Party”), whom shall be the party involved in the dispute and has initiated the mediation process by submitting the completed SISV Mediation Request Form (as attached in Annex A) to the SISV DRC, with full authority to make representations and decisions on his/her/its behalf in the conduct of any mediation; and
 - (ii) The Responding Party (the “Responding Party”), whom shall be the other party involved in the dispute and has agreed to mediation, with full authority to make representations and decisions on his/her/its behalf in the conduct of any mediation.

The Mediator shall have the final right not to admit any other persons who are not registered as the Parties to the Mediation Agreement.

- (f) Where a matter has been referred for mediation under the SISV Mediation Rules, the Parties agree and shall be deemed to have agreed to resolve their disputes under these rules at the commencement of mediation.

(2) Mediation Process

- (a) The dispute to be resolved between an Initiating Party and a Responding Party shall be dealt with in the following manner :
 - i) Both the Initiating Party and the Responding Party shall agree to participate in mediation at SISV DRC.
 - ii) The Parties shall complete the SISV Mediation Request Form and submit it to the SISV DRC together with payment of the prescribed fees that shall be borne by the Parties, which such payment shall be non-refundable.

SISV Dispute Resolution Centre

- iii) The SISV DRC shall appoint from its Panel of Mediators a person or more to act as the Mediator within 7 working days from the receipt of the completed SISV Mediation Request Form and the prescribed fees.
 - iv) The SISV DRC shall send a Notice To Mediation to both the Initiating Party and the Responding Party upon the appointment of the Mediator, which shall be within 7 working days from the receipt of the completed SISV Mediation Request Form and the prescribed fees by SISV DRC, as notice for them to participate in mediation at the SISV DRC.
 - v) The date and time of the mediation session, which are to be agreed by the Parties, shall be arranged by the SISV DRC.
- (b) Any costs incurred by the Parties in engaging a legal counsel shall be fully borne by the parties themselves and such costs shall not be claimable in the mediation.
- (c) The mediation will be conducted in confidence and all communications will be on a “without prejudice” basis.

(3) Mediation Agreement

- (a) Before mediation is carried out, the Parties will enter into an agreement (the “Mediation Agreement”) as attached in Annex B in relation to the conduct of the Mediation, with such modifications as the Parties may agree.

(4) The Mediator

- (a) The SISV DRC shall appoint from its Panel of Mediators a person or more to act as the Mediator within 7 working days from receipt of request for mediation.
- (b) The SISV DRC shall choose a person who will be best placed to serve as the Mediator for the matter in its opinion. In the event of objection by any of the Parties, the SISV DRC will appoint another person.
- (c) Any person appointed as the Mediator shall declare or disclose any circumstances that will prevent him/her/them from giving an impression of being impartial or independent. On receipt of such disclosure, the SISV DRC shall appoint another person from its Panel as the Mediator, unless decided otherwise by the Parties.
- (d) The duties of the Mediator include the following:
- (i) Prepare and facilitate himself/herself/themselves appropriately before the commencement of mediation;
 - (ii) Adhere to the terms of the Mediation Agreement and the Code of Conduct (Annex C);
 - (iii) Assist the Parties in the drafting of any written settlement agreement; and
 - (iv) Facilitate the negotiations between the Parties with the aim to arrive at a mutually acceptable solution.

- (e) The Mediator shall not make any ruling in respect of the dispute.
- (f) The Mediator (or any representative of his firm) shall not act for any of the Parties at any time in respect of the subject matter of the mediation. Neither the Mediator nor the SISV DRC shall be the agent of, or acting in any capacity for, any of the Parties.

(5) The SISV Dispute Resolution Centre

- (a) The SISV DRC shall make the arrangements required for mediation, as follows:
 - (i) appointing the Mediator;
 - (ii) fixing a venue and assigning a date for the mediation;
 - (iii) organising the exchange of documents;
 - (iv) providing administrative support; and
 - (v) assisting the Parties to enter into the Mediation Agreement.

(6) Provision of Information

- (a) The Parties will provide information to the SISV DRC at least 5 working days before the mediation, as follows:
 - (i) A summary of the case; and
 - (ii) Copies of all documents referred to in the summary for reference by the Parties during the mediation.
- (b) Each party may send to the Mediator, through the SISV DRC, which it seeks to disclose only to the Mediator by stating in writing that the contents /documents are to be kept confidential by the Mediator and the SISV DRC.

(7) The Mediation

- (a) The mediation shall be conducted in confidence where no transcription or formal recording will be made.
- (b) Audio-visual recording of the proceedings will not be made.
- (c) Presentation time will only be accorded to the Mediator and the Parties only.
- (d) The Mediator may seek expert advice/opinion on technical matters with the consent of the Parties who shall bear the expenses incurred jointly/individually.
- (e) The Mediator may conduct joint meetings with the Parties or separate meetings with each of the Parties, before or during the mediation.

- (f) All communications made in the mediation, including all information disclosed and expressed are on a “without prejudice” basis, which shall not be used in any proceedings.

(8) Settlement Agreement

- (a) Only settlement in writing signed by or on behalf of the Parties is recognised and legally binding. Settlement in writing in the form of an electronic record is also permitted provided it is signed by applying electronic signatures.

(9) Termination of Mediation

- (a) Any of the parties may withdraw from the mediation at any time by giving notice of withdrawal in writing to the SISV DRC and the other party.
- (b) The mediation is deemed terminated under the following circumstances:
 - (i) A settlement agreement in writing has been concluded;
 - (ii) The Mediator decides to withdraw from the mediation for reason/s within the ambit of the Code of Conduct;
 - (iii) The Mediator decides that continued mediation will not result in any settlement; or
 - (iv) No settlement is reached at the end of the mediation session, and that the Parties do not agree to extend to further mediation sessions.

(10) Fees

- (a) The Mediator shall not make any unilateral arrangements with any of the Parties for additional fees outside of the fee scale set by the SISV DRC under the SISV Mediation Rules.
- (b) All fees payable to the SISV DRC (including Mediator’s fees) will be borne by the Parties in accordance with the fee schedule set out in Annex D on the basis of 50:50 ratio.
- (c) Each Party will bear its own costs, expenses and disbursements of its participation in relation to the mediation.
- (d) Each Party will bear the full fees of its experts/advisors/solicitors in relation to the mediation.

(11) Confidentiality

- (a) The Parties and the Mediator involved in the mediation shall maintain confidentiality at all times and shall not use for any purpose:
 - (i) the fact that mediation shall take place or has taken place;

- (ii) any views expressed, suggestions or proposals for settlement made by either of the Parties during the mediation; and
 - (iii) views or opinions expressed by the Mediator or Expert/s.
- (b) The Parties shall not contact the Mediator or the SISV DRC (or its employees or representatives) as a witness, consultant, arbitrator or expert in any proceedings relating to the matter.
- (c) The Parties, the Mediator and/or the SISV DRC shall not, without the written consent of all the parties, disclose to any third party on any matter related to the items listed in paragraph 11 (a) above.

(12) Waiver of Liability

- (a) The SISV DRC shall not be liable to the Parties for any act or omission in connection with the services provided by it or in relation to the mediation.
- (b) The Mediator shall not be liable to the Parties for any act or omission in connection with the services rendered by the Mediator/s or in relation to the mediation, unless the act or omission is fraudulent or constitutes misconduct.
- (c) The Parties shall not make any claim/s against the Mediator and/or the SISV DRC, its employees and/or officers for any matter in connection with the following :
- (i) The mediation;
 - (ii) The dispute between the Parties; and/or
 - (iii) The services provided by the Mediator and/or the SISV DRC.

(13) General Interpretation

- (a) The interpretation of any provision in the SISV Mediation Rules shall be made by the SISV DRC.
- (b) The SISV Mediation Rules shall be governed and construed in accordance with the laws of Singapore.

Encl:

Annex A (SISV Mediation Request Form)

Annex B (Mediation Agreement)

Annex C (Code of Conduct)

Annex D (Fee Schedule)

SISV Mediation Request Form

| PLEASE READ | |
|---|--|
| 1. | Parties who wish to request for mediation by Singapore Institute of Surveyors and Valuers Dispute Resolution Centre (SISV DRC) must complete this SISV Mediation Request Form. |
| 2. | Please copy all the relevant parties to the dispute when submitting the SISV Mediation Request Form to SISV DRC. |
| 3. | Please note that the prescribed non-refundable mediation fee per party will be payable together with the submission of this SISV Mediation Request Form. |
| DETAILS OF THE PARTIES | |
| <i>(Where there are more than 2 parties or law firms, please provide the details for them in a separate attachment)</i> | |
| THE INITIATING PARTY | |
| Initiating in Personal Name | |
| Name (Dr / Mr / Mrs / Mdm / Ms) : | |
| NRIC No. : | |
| Address : | |
| Contact No. : | |
| Email Address : | |
| Initiating in Company Name | |
| Name of Company : | |
| Company / Business Registration No. : | |
| Name of Representative : | |
| NRIC No. of Representative : | |
| Address : | |
| Contact No. : | |
| Email Address : | |
| Legal Representatives | |
| Name (Dr / Mr / Mrs / Mdm / Ms) : | |
| Law Firm : | |
| Address : | |
| Contact No. : | Email Address : |
| Email Address : | |

| |
|--|
| THE RESPONDING PARTY |
| Responding in Personal Name |
| Name (Dr / Mr / Mrs / Mdm / Ms) : |
| NRIC No. : |
| Address : |
| Contact No. : |
| Email Address : |
| Responding in Company Name |
| Name of Company : |
| Company / Business Registration No. : |
| Name of Representative : |
| NRIC No. of Representative : |
| Address : |
| Contact No. : |
| Email Address : |
| Legal Representatives |
| Name (Dr / Mr / Mrs / Mdm / Ms) : |
| Law Firm : |
| Address : |
| Contact No. : |
| Email Address : |
| AVAILABLE DATES FOR MEDIATION <i>(Please provide a few available dates, if possible mutually agreed dates)</i> |
| Available Dates : |



SISV Dispute Resolution Centre

- 1 We request for our following dispute to be referred to mediation under the SISV Mediation Rules.

- 2 The following is a brief description of the dispute (To be attached on a separate sheet of paper if the space below is insufficient) :

- 3 We confirm that we shall accept and be bound by SISV Mediation Rules for the mediation of the dispute.

- 4 We further confirm that we shall be bound by any settlement agreement reached arising from the mediation.

- 5 We hereby authorise all representative/s include in this form as our representative/s in the mediation with full power and authority to appear on our behalf at the mediation proceedings to make representations, submissions, tender documents, negotiate and to settle the dispute. All acts performed by him or her shall be binding upon us.

- 6 Our payment of \$ _____(payable to the Singapore Institute of Surveyors and Valuers) being the requisite non-refundable mediation fee is enclosed.

SIGNED BY THE INITIATING PARTY :

(Company Stamp, name and designation)

Date

SIGNED BY THE RESPONDING PARTY :

(Company Stamp, name and designation)

Date

THE MEDIATION AGREEMENT

THIS AGREEMENT is made between:

- (1) The Singapore Institute of Surveyors and Valuers of 110 Middle Road #09-00 Chiat Hong Building Singapore 188968 (the “Centre”)

- (2) Of _____ (the “Mediator”)

- (3) Of _____ (the “Initiating Party”)

- (4) Of _____ (the “Responding Party”)

WHEREAS

- A. The “Initiating Party” and the “Responding Party” (“the Parties”) endeavour to attempt in good faith to resolve their disputes without litigation.

- B. The Centre and the Mediator have agreed to provide mediation services to assist the Parties in resolving these matters.

IT IS AGREED as follows:

- (1) Submission
 - (a) The Parties agree and consent that any dispute arising out of or in connection with this claim shall be submitted to the Centre for mediation.
 - (b) The Parties agree to abide by any settlement and to effect the terms if and as reached through the mediation.

- (2) Terms and Process of Mediation
 - (a) The Parties agree and consent to abide by the SISV Mediation Rules. The terms and process of mediation and the fees chargeable for the mediation service shall be governed and regulated by the SISV Mediation Rules.

(3) Details of Parties

(a) The Parties in the mediation and settlement of disputes are :

(i) Initiating Party

Name of Initiating Party :
 Name of Representative :
 NRIC No./ Passport No. :
 Company/ Business Reg No. :
 Address :
 Contact No :

(ii) Responding Party

Name of Responding Party :
 Name of Representative :
 NRIC No./ Passport No. :
 Company/ Business Reg No. :
 Address :
 Contact No :

(4) Exclusion of Liability

(a) In consideration of the Centre and the Mediator providing the mediation services for the Parties :

(i) The Parties shall not make any claim whatsoever against the Mediator and/or the Centre, its officers and/or employees for any matter in connection with or in relation to the mediation; the services provided by the Mediator and/or Centre and/or the dispute between the Parties.

(ii) The Mediator shall not be liable to the Parties for any act or omission in connection with the services provided by the Mediator or in relation to the mediation, unless the act or omission is fraudulent or pertains to wilful misconduct.

(iii) The Centre shall not be liable to the Parties for any act or omission in connection with the services provided by the Mediator and/or the Centre or in relation to the mediation.

Signed by :

Signed by :

 Name and NRIC No./ Passport No.
 For and on behalf of
 the Initiating Party
 Date :

 Name and NRIC No./Passport No.
 For and on behalf of
 the Responding Party
 Date :

CODE OF CONDUCT

This Code of Conduct applies to all persons appointed by the SISV Dispute Resolution Centre of the Singapore Institute of Surveyors and Valuers (the "Centre") to act as Mediators in sessions organised and held by the Centre.

(1) Acceptance of Appointment

- (a) The Mediator will before accepting his/her appointment, be satisfied that he will conduct the mediation expeditiously and impartially.

(2) Impartiality

- (a) The Mediator is committed to conducting the mediation impartially and fairly for the Parties, and will demonstrate so. The Mediator shall disclose any information that may lead to the impression that he may not be impartial or fair including that :
 - (i) He/She has acted in any capacity for any of the Parties;
 - (ii) He/She has any confidential information about the Parties; or
 - (iii) He/She has a financial interest or other interest directly or indirectly in any of the Parties or the outcome of the mediation.

(3) The Mediation Procedure

The Mediator shall act in accordance with the SISV Mediation Rules.

(4) Confidentiality

- (a) The Mediator will not disclose any document or information supplied for or disclosed in the course of the mediation. The Mediator will only disclose if required to do so by general law, or with the Parties' consent, or if such disclosure is necessary to implement or enforce any settlement agreement.
- (b) The Mediator or any member of his firm shall not act for any of the Parties in subsequent matters which are related to the subject matter of the mediation without the written consent of all the Parties.

(5) Settlement

- (a) The Mediator will undertake that any settlement agreement reached is recorded in writing and signed by the Parties unless the Parties request otherwise jointly.
- (b) A settlement agreement that is recorded in writing may take the form of an electronic record – signed by applying electronic signatures.

(6) Withdrawal

- (a) A mediator shall withdraw under the following circumstances :
 - (i) When he/she realises that he/she has breached any of the terms of the Code of Conduct;
 - (ii) If there is a request to do so in writing by any of the Parties; or

- (iii) When he/she is required by any of the Parties to commit an act in breach of this Code or the SISV Mediation Rules.
- (b) The Mediator may withdraw if any of the following applies :
 - (i) Any of the parties breaches the Mediation Agreement or the SISV Mediation Rules;
 - (ii) He/She holds the opinion that there is no reasonable prospect of a settlement; or
 - (iii) The Parties have alleged that he/she is in breach of the Code of Conduct.
- (c) The Mediator shall immediately inform the SISV Dispute Resolution Centre of his/her withdrawal.

(7) Fees

- (a) The Mediator in his/her acceptance of the appointment agrees to the remuneration as fixed by the Centre, and shall not make any unilateral arrangements with any of the Parties for additional fees.

(8) Evaluation / Review

- (a) The Mediator shall not evaluate the Parties' case unless requested by all the Parties to do so and provided he/she is able to make such an evaluation.

MEDIATION FEE SCHEDULE

| Quantum of Claim | Mediation Fees |
|---------------------------------------|--|
| Below S\$15,000 | S\$200 plus GST per party per 2 hour session |
| S\$15,000 up to S\$30,000 | S\$250 plus GST per party per 2 hour session |
| Above S\$30,000 up to S\$60,000 | S\$350 plus GST per party per 2 hour session |
| Above S\$60,000 up to S\$100,000 | S\$500 plus GST per party per day |
| Above S\$100,000 up to S\$250,000 | S\$800 plus GST per party per day |
| Above S\$250,000 up to S\$500,000 | S\$1,500 plus GST per party per day |
| Above S\$500,000 up to \$1,000,000 | S\$2,000 plus GST per party per day |
| Above S\$1,000,000 up to S\$2,500,000 | S\$2,500 plus GST per party per day |
| Above S\$2,500,000 up to S\$5,000,000 | S\$3,000 plus GST per party per day |
| Above S\$5,000,000 | S\$3,500 plus GST per party per day |

The Mediation fee payable per party includes complimentary use of the SISV Dispute Resolution Centre facilities for up to 2 hours.

Cost for additional mediation sessions required as decided by the parties shall be payable as follows :

Mediation Fees : As indicated above
 Room Charge : **S\$50 per hour** plus GST

*All other costs incurred for the conduct of the mediation shall be reimbursed by the Parties on 50:50 basis.

Services Provided by the SISV Dispute Resolution Centre

Types of Services

The primary dispute resolution services offered is mediation. However, other forms of dispute resolution such adjudication, arbitration and independent expert appraisal will also be available upon request. For the purpose of clarifying the various dispute resolution services, the following explanations are provided :

Mediation is a process whereby the mediator or co-mediators facilitate the negotiation between the disputing parties to arrive an amicable settlement without deciding for them.

Adjudication is a process whereby adjudicator(s) listen to the disputing parties and examining evidence tendered to arrive at a decision for the parties.

Arbitration is a process whereby the arbitrator(s) after hearing evidence from the disputing parties made a binding decision on the parties.

Independent expert appraisal is a process involving an independent person acceptable to both parties formulating an expert opinion on the matters in dispute. This process is non-binding. The purpose is to provide an objective and impartial assessment of the facts in a report. The parties may, however, agree before the appointment to accept the determination of the expert as final.

Nature of Disputes

The type of disputes specially handled at the SISV Dispute Resolution Centre relate to the various aspects of construction and real estate work. They include the following :-

- Matters relating to the appointment of the Estate Agent or Salesperson.
- Matters relating to the non-performance or misconduct of the Estate Agent or Salesperson.
- Matters relating to real estate agency services except on issues of law and those cases pending court action
- Disputes between buyers and sellers, landlord and tenant, those between parties and Estate Agents or Salespersons, and those between Estate Agents or Salespersons.
- Construction contracts between developers and contractors etc
- The development and management of buildings including strata title developments
- The surveying field including those concerning boundary conflicts and encroachments
- The provision of professional services in the field of development, land surveying, construction, project management, contract administration, property management, valuation and property consultancy and other related services.
- Other disputes relating to development, planning, construction, project management, valuation, property management and maintenance issues concerning property and projects.