



SINGAPORE INSTITUTE OF SURVEYORS AND VALUERS

DISPUTE RESOLUTION SERVICES PROVIDED BY SISV MEDIATION 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 a wider field and to the general public and the professions as well.

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

Services for AMA, Owners and Occupants **Services for SAEA Agencies and Agents**

Managing Agents under the Accredited Managing Agents(AMA) and Accredited agencies and agents under the Singapore Accredited Estate Agencies (SAEA) Scheme will be eligible for a discounted charge for using the dispute resolution service.

For further information, please contact:

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OPTION 1

REQUEST FOR MEDIATION

Application of the SISV Mediation Rules

- 1 Wherever parties have agreed to mediation under the auspices of the Singapore Institute of Surveyors and Valuers (SISV) Mediation Centre (Centre) they shall be deemed to have accepted these Rules, subject to such modifications as the parties may agree.
- 2 Any party to a dispute may request mediation under these Rules by submitting a written request to the Centre giving the names and addresses of the parties and a brief description of the dispute. The cost of mediation services is to be shared equally by both disputing parties.

Appointment of Mediator(s)

- 3 Upon the receipt of the written requests from both parties, the Centre shall within 14 days nominate a Mediator or two co-Mediators for the dispute. Where all of the parties agree on the Mediator(s), and the proposed Mediator(s) agrees to act, the mediation shall proceed in accordance with these Rules. In the event a nominated Mediator is unacceptable to any party, or refuses the appointment, the Centre shall propose a further nominee. The parties shall attempt to agree a suitable Mediator within thirty (30) days of the invitation. The parties may agree to the appointment of one or two Mediators.

Mediation Agreement

- 4 The parties may enter into a Mediation Agreement, with such modifications as the parties may agree.

Conduct of Mediation

- 5 The Mediator(s) shall commence the mediation as soon as possible after the appointment and shall conclude the mediation proceedings within 14 days from the first mediation session. The parties may, however, agree to extend time for the conclusion of the mediation. The parties shall in good faith give their co-operation and assistance to the Mediator(s).
- 6 The Mediator(s) shall fix the date and time of each mediation session with the agreement of the parties. The mediation shall be conducted at the SISV's premises or at such other venue as agreed.
- 7 The Mediator(s) shall have no authority to impose any settlement on the parties. They will assist the parties in an independent and impartial manner to reach a satisfactory settlement of their dispute. They may meet with parties either jointly or in private sessions.



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Representatives

- 8 No counsel will be allowed to represent the parties in the mediation session.

Submission of brief statements

- 9 Prior to the mediation, each party shall submit a brief statement outlining the nature of the dispute and its views on the matter. This brief is to be submitted to the Centre three days before the mediation session.

Privacy

- 10 Other than the parties and their representatives, no other persons shall attend any mediation meeting without the agreement of every other party and the Mediator. There shall be no recording or transcript of any mediation meeting.
- 11 If the parties reach agreement on settlement of the dispute they shall draw up and sign a binding written settlement agreement, with the assistance of the Mediator(s) as appropriate.

Confidentiality

- 12 The parties, the Mediator(s), SISV and any officer or employee of SISV shall keep confidential all matters relating to the mediation, including the existence of terms of any settlement agreement, except where disclosure is necessary for the purpose of implementation and enforcement. All documents, records or other information received by the Mediator(s), SISV, the Centre or any officer or employee of SISV shall be confidential.
- 13 The parties shall not refer to, or introduce as evidence, in any arbitration or judicial proceedings, any communication relating to a possible settlement of the dispute any comments made by any party in the course of the mediation, any comment or view expressed by the Mediator(s), or the fact that any party indicated any willingness, or otherwise, to accept any proposal for settlement.

Termination

- 14 The mediation shall terminate:
 - a. upon execution of a settlement agreement in writing between the parties,
 - b. upon a declaration of any of the parties that the mediation is terminated,
 - c. upon a declaration of the Mediator(s) that a settlement is unlikely to be achieved in the mediation; or
 - d. within 45 days of the appointment of the Mediator(s), or on such date or within such other period as may be agreed between the parties and the Mediator(s).



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Other Proceedings

- 15 The Mediator(s) shall not act in any capacity with regard to the subject matter of the mediation, whether as an arbitrator, a witness, consultant or representative of any party, in any arbitration or judicial proceedings, or otherwise except as all of the parties may otherwise agree.
- 16 No party shall call upon the Mediator(s) or any officer or employee of SISV to give evidence in any such proceedings, except as all of the parties may agree. The parties acknowledge that in acting as Mediator(s) in any mediation held pursuant to these Rules the Mediator(s) are not representing or giving legal advice to, nor assessing, upholding or protecting (or attempting to assess, uphold or protect) any rights of any of the parties.

Role of the SISV Mediation Centre

- 17 The Centre, in conjunction with the Mediator(s), may assist in arrangements for the mediation including as necessary, organizing a suitable venue and assisting in the exchange of written communications and documentation.

Liability

- 18 Neither the Mediator(s) nor SISV, or any officer or employee of SISV, shall be liable for any act or omission arising out of or in relation to the mediation in the absence of fraud or willful misconduct.

Expenses

- 19 All expenses of the mediation, which shall include the fee, travelling and other reasonable expenses of the Mediator(s), shall be borne equally by the parties, unless they agree otherwise. Each party shall bear its costs and expenses of any witness or expert advice procured by any party, unless otherwise agreed between the parties.
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OPTION 2

REQUEST FOR ADJUDICATION

- 1 Either party may choose the adjudication mode of settlement by submitting a written request to the SISV Mediation Centre requesting for an objective and independent assessment of the dispute. The fee of the adjudication will be payable by each party equally per adjudication case.

Appointment of Adjudicator(s)

- 2 Upon the receipt of the written requests, the Centre shall within 14 days appoint a panel of three Adjudicators to hear the case. Where necessary, the panel will conduct interview with the parties in order to gather all information to investigate.

Conduct of Adjudication

- 3 The panel shall commence the findings as soon as possible and shall conclude the outcome of the case within 14 days. The decision of the panel is final and the case is closed even if either party does not accept the decision.

Representatives

- 4 No counsel will be allowed to represent either party in the adjudication unless it is permitted by the panel. The panel's decision on the dispute is final.

Cost of services

Normal charges

SISV Administration Charges (non-refundable)	\$150.00 (inclusive of GST)
Hire of SISV premises	\$20.00 per hour
Mediator's fee (same for single or two mediators)	\$200.00 per hour
Other dispute resolution services (<i>to request SISV Mediation Centre for fee charges</i>)	

Services for AMA, Owners and Occupants

Special charges for SAEA Agencies or Agents

Managing Agents, owners & Occupants and Accredited agencies or agents and those employing the services of accredited agencies or agents may avail themselves of mediation and other dispute resolution services at the SISV Mediation Centre at the discounted fee stated (these fees may be revised when necessary). All other parties will have to pay the normal fees charged by the Centre at commercial rates.

SISV Administrative Charges (non-refundable)	\$30.00 (inclusive of GST 5%)
Cost of Mediation Services	\$200.00 per session
Cost of adjudication Services	\$300.00 per case



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Services Provided by the SISV Mediation Centre

Types of Services

The primary dispute resolution services offered is mediation. However, other forms of dispute resolution such as 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 at an amicable settlement without deciding for them.

Adjudication is a process whereby adjudicator(s) listen to the disputing parties and examine 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 make 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 Mediation Centre relate to the various aspects of construction and real estate work. They include the following :-

- Matters relating to the appointment of the accredited estate agency or agent
- Matters relating to the non-performance or misconduct of the accredited estate agency or agent
- Matters relating to 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 accredited estate agency or agent, and those between accredited estate agencies or agents.
- 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.
- Assist Managing Agents, owners and occupants to resolve disputes arising from the management



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SISV MEDIATION CENTRE

SAMPLE COPY

REQUEST FOR MEDIATION / ADJUDICATION SERVICES

(To be in the letterhead of the requesting party)

We request the Singapore Institute of Surveyors and Valuers for our following dispute with [name of other party] to be referred to mediation under the SISV Mediation Rules and for the appointment of a mediator(s) for the dispute.

- 1 The following is a brief description of the dispute:

- 2 We confirm that we shall accept and be bound by the SISV Mediation Rules for the medication of the dispute.
- 3 We further confirm that we shall be bound by any settlement agreement reached arising from the mediation.
- 4 We hereby authorise Mr/Ms _____
NRIC to be our representative 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.
- 5 Our payment of **\$30.00** (payable to the Singapore Institute of Surveyors and Valuers) being the requisite non refundable administrative fee is enclosed. In addition, we agree to pay an amount of _____ for *cost of mediation services / cost of adjudication Services.
* delete which is not applicable

SIGNED :

(name and designation)