

SINGAPORE MEDIATION CENTRE
ADJUDICATION UNDER THE BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF
PAYMENT ACT (CAP 30B) (REV ED 2006)

SMC ADJUDICATION RULES
(6TH EDITION, 1 APRIL 2017)

1 The Adjudication Process

- 1.1 The adjudication process administered by the Singapore Mediation Centre (“**SMC**”) is governed by the Building and Construction Industry Security of Payment Act (Cap 30B)(Rev Ed 2006) (“**Act**”), the Building and Construction Industry Security of Payment Regulations 2005, the Building and Construction Industry Security of Payment (Amendment) Regulations 2012 (collectively referred to as the “**Regulations**”), and the SMC Adjudication Rules (6th Edition, 1 April 2017) (“**Adjudication Rules**”) as set out herein.
- 1.2 These Rules are made pursuant to Section 28(4) of the Act and shall be cited as the SMC Adjudication Rules (6th Edition, 1 April 2017).
- 1.3 For the avoidance of doubt, any reference to “*Adjudicator*” shall refer to the Adjudicator appointed in respect of either the Adjudication Application or the Adjudication Review Application, as the case may be.

2 Fees

- 2.1 The Claimant of an Adjudication Application (*respondent if it is an Adjudication Review Application*) shall pay the Adjudication Application Fee and Adjudicator Fee (*including the initial and any additional deposit(s) for the Adjudicator Fee*) (collectively referred to as the “**Fees**”) to SMC in accordance with the Fee Schedule in **Annex B**.
- 2.2 The total costs incurred for an Adjudication Application, as indicated in the determination issued by the Adjudicator, will be paid out of the deposit from the Claimant. The Claimant may, subsequent to the issue of the determination, seek for a refund of the adjudication costs (*if applicable*) from the Respondent in accordance to the apportionment of costs determined by the Adjudicator in his determination.
- 2.3 Where the Claimant is entitled to a refund of the deposit or any part of the deposit, SMC shall endeavour to make the said refund to the Claimant within 21 working days of the following dates:

- (a) date of the adjudication determination;
- (b) date of notice of withdrawal of adjudication (made in accordance with the Act and the Regulations); or
- (c) date of termination of the adjudication for any other reason.

3 Lodgement of Documents

- 3.1 All documents to be lodged with SMC shall be lodged **by hand (only)** at the following address:

Singapore Mediation Centre
1 Supreme Court Lane, Level 4
Singapore 178879

- 3.2 All documents to be lodged with SMC shall be lodged during SMC's opening hours, as set out below.

Monday to Friday (excluding Public Holidays): 9:00 am to 4:30 pm
Eve of Christmas / New Year / Chinese New Year: 9:00 am to 12:00 pm

Documents which are submitted after the above opening hours shall be treated as being lodged the next working day.

- 3.3 An Adjudication Application shall consist of the following documents:

- (a) two (2) original sets of:
 - the duly completed and signed Adjudication Application (Form AA-1) (**Annex A**);
 - any supporting documents; and
- (b) a cheque issued by the representing law firm (if legally represented) or a cashier's order made payable to the "Singapore Mediation Centre" being payment for the Fees. A personal cheque will only be accepted if the Fees do not exceed S\$5,000.

- 3.4 All documents lodged with SMC should be clearly typed (*ie not handwritten*) and printed on A4 sized paper. Supporting documents to be submitted to SMC should be clearly labelled.

- 3.5 Parties are encouraged to make a copy of all documents submitted to SMC for their own file records as SMC will not retain a copy of these documents.

- 3.6 If the Claimant is not legally represented at the point of the Adjudication Application, but is later represented, a letter of authorisation from the Claimant authorising the relevant law firm to act on the Claimant's behalf is required by SMC. The same applies to the Respondent.
- 3.7 In addition to documents required to be lodged under the Act and the Regulations, the parties may also need to submit additional submissions and/or document(s) as directed by the Adjudicator.

4 Appointment of Adjudicator

- 4.1 Upon lodgement of an Adjudication Application or an Adjudication Review Application by the Claimant, SMC shall appoint a person or persons to act as the Adjudicator(s).
- 4.2 SMC, in the selection, shall choose a person or persons who, in its view, will be best placed to serve as the Adjudicator(s). SMC may take such action as it deems appropriate where an Adjudicator fails to respond to a request for appointment as Adjudicator within one day of the request being made.
- 4.3 A person selected as an Adjudicator shall disclose any circumstances likely to create an impression of bias or prevent him/her from acting promptly. SMC, upon receipt of such disclosure, may appoint another person as an Adjudicator.
- 4.4 The Adjudicator shall comply with the **Code of Conduct of Adjudicators in Annex C**.
- 4.5 The Adjudicator agrees to be bound to the **Disciplinary Rules for Adjudicators in Annex D**.
- 4.6 In accepting an appointment, the Adjudicator expressly agrees to the remuneration fixed by the Act, and he/she shall not make any unilateral arrangements with any of the parties for additional fees. In addition, the Adjudicator agrees to pay SMC a management fee calculated at a prescribed percentage of the Adjudicator Fee (plus GST).
- 4.7 The Adjudicator (or any member of his firm or company) shall not act for any of the parties at any time in connection with the subject matter of the adjudication.
- 4.8 The Adjudicator and SMC are not agents of, or acting in any capacity for, any of the parties. The Adjudicator is not an agent of SMC.
- 4.9 SMC is not liable to the Adjudicator for any or any part of the Adjudicator Fee due to the Adjudicator under the Act and Regulations. The Adjudicator shall only be paid the Adjudicator

Fee when SMC has obtained full payment of the Fees and has released the adjudication determination or adjudication review determination.

- 4.10 SMC may take such action as it deems appropriate where an Adjudicator fails to deliver determinations within the timelines prescribed by the Act and Regulations.

5 SMC

- 5.1 SMC shall appoint the Adjudicator for an Adjudication Application lodged with the SMC and where appropriate make other arrangements for the adjudication, including:

- (a) organising a venue and assigning conference date(s) for the adjudication; and
- (b) providing administrative support to facilitate the conduct of the adjudication.

- 5.2 SMC shall not provide any advice relating to the Act or the Regulations, including but not limited to the determination of any documents which should be filed with an Adjudication Application or Adjudication Response.

6 Confidentiality

- 6.1 All persons involved in the adjudication shall keep all matters and/or documents related to the adjudication confidential in accordance with the Act and the Regulations.

7 Waiver of Liability

- 7.1 No suit or other legal proceedings shall lie against an Adjudicator with respect to anything done or omitted to be done in the discharge or purported discharge of his functions or duties under the Act and the Regulations.

- 7.2 No suit or other legal proceedings shall lie against SMC or any person acting under the direction of SMC with respect to anything done or omitted to be done in the discharge or purported discharge of SMC's functions or duties under the Act and the Regulations.

8 Determinations

- 8.1 All Adjudication Determinations and Adjudication Review Determinations shall be made in writing and shall be binding on the parties in accordance with the Act and the Regulations.

- 8.2 Parties shall only be entitled to receive the Adjudication Determination or Adjudication Review Determination upon full payment of the Fees as advised by the SMC. SMC reserves the right to

withhold the Adjudication Determination and Adjudication Review Determination from the Claimant and the Respondent until full payment of the Fees has been received.

- 8.3 An Adjudication Determination shall be served by hand within two working days from the date of the Adjudication Determination. SMC shall not release an Adjudication Determination via facsimile or electronic mail.

9 Withdrawal and Termination

- 9.1 Where the Adjudication Application or Adjudication Review Application is withdrawn or terminated or the dispute between the Claimant and Respondent is settled, the Claimant shall be liable to pay all fees incurred in relation to the adjudication or adjudication review up to and including the date on which the Adjudication Application or Application Review Application is withdrawn or terminated or the dispute settled, as the case may be.

10 Amendments to the Adjudication Rules

- 10.1 SMC reserves the right to amend and/or vary these Rules without prior notification, at its sole discretion, in accordance with the Act and Regulations.

Annexes

- Annex A Adjudication Application Form (AA-1)
Adjudication Response Form (AR-1)
Adjudication Review Application Form (ARA-1)
- Annex B Fee Schedule
- Annex C Code of Conduct for Adjudicators
- Annex D Disciplinary Rules for Adjudicators

Issued by:

Singapore Mediation Centre
1 April 2017

ADJUDICATION APPLICATION**FORM AA-1****INSTRUCTIONS:**

1. Please submit:

- two (2) original duly completed and signed / stamped copies** of the Adjudication Application form;
- two (2) sets** of the accompanying documents **by hand** to:

Singapore Mediation Centre
 1 Supreme Court Lane
 Level 4
 Singapore 178879
 Tel No: 6332 4366

Opening Hours:
 9 am to 4:30 pm
(Mon to Fri, except public holidays)
 9 am to 12:00 pm
(Eves of Christmas, New Year & Chinese New Year)

- a cheque issued by the representing law firm (if legally represented) or a cashier's order made payable to the "**Singapore Mediation Centre**" being payment for the Adjudication Application Fee and the deposit for the Adjudicator Fee (the "Fees"). A personal cheque will only be accepted if the Fees payable do not exceed S\$5,000.
2. SMC will not accept any lodgement of documents by fax, post or electronic mail.
3. Documents which are submitted after the opening hours shall be treated as being lodged the next working day.
4. Pursuant to Section 13 of the Building and Construction Industry Security of Payment (Amendment) Regulations 2012, SMC shall be entitled to collect additional deposits, where applicable, in the manner set out therein.
5. Parties shall directly bear the costs of any rental of conference venues at SMC (where applicable). If parties wish to avail of conference facilities in the Supreme Court, parties are to pay for the rental costs up front in equal shares to SMC (at least 3 days in advance) to enable us to confirm the venue.

SECTION A
INFORMATION ON CLAIMANT

Name of Claimant: (Entity Name / Name as in NRIC*)	[Click and start typing to add data]
ACRA Registration / Identification Number*:	[]

Please ✓ accordingly

* Please delete accordingly

Service Address:	[REDACTED]
	Postal Code: [REDACTED] Tel No: [REDACTED] Fax No: [REDACTED] Email Address: [REDACTED]
Name / Designation of Authorised Representative:	[REDACTED]
Name of Payee: <i>(For the refund of the balance of any monies deposited with SMC)</i>	[REDACTED]
Contact Particulars of Legal Representatives (if applicable)	
Name:	[REDACTED]
Law Firm:	[REDACTED]
Service Address:	[REDACTED]
	Postal Code: [REDACTED] Tel No: [REDACTED] Fax No: [REDACTED] Email Address: [REDACTED]
Reference Number:	[REDACTED]

**SECTION B
INFORMATION ON RESPONDENT**

Name of Respondent: <i>(Entity Name / Name as in NRIC*)</i>	[REDACTED]
ACRA Registration / Identification Number*:	[REDACTED]
Service Address:	[REDACTED]
	Postal Code: [REDACTED] Tel No: [REDACTED] Fax No: [REDACTED] Email Address: [REDACTED]
Name / Designation of Authorised Representative:	[REDACTED]
Contact Particulars of Legal Representatives (if applicable)	

Please ✓ accordingly
* Please delete accordingly

Name:	[]
Law Firm:	[]
Service Address:	[] Postal Code: [] Tel No: [] Fax No: [] Email Address: []
Reference Number:	[]

SECTION C
INFORMATION FOR THE PURPOSE OF REGULATION 7(2)(A)

Name of Principal:	[]
Service Address:	[] Postal Code: [] Tel No: [] Fax No: [] [] Email Address: []
Name of Owner:	[]
Service Address:	[] Postal Code: [] Tel No: [] Fax No: [] Email Address: []

- Please ✓ accordingly
- * Please delete accordingly

SECTION D INFORMATION ON CONTRACT

Project Title or Reference (or a brief description of the project):	[]
Contract Number (or a brief description of the contract):	[]
Date Contract Made:	[] (dd/mm/yy)
Date Main Contract Made (if known):	[] (dd/mm/yy)
Contract Type:	<input type="checkbox"/> Construction contract <input type="checkbox"/> Supply contract
Nature of Dispute (Applicable to Construction Contract only):	<input type="checkbox"/> Disputed payment response <input type="checkbox"/> Failure to respond with payment response <input type="checkbox"/> Accepted response amount not fully paid

SECTION E INFORMATION ON PAYMENT DETAILS

Payment Claim	
Payment Claim Reference Number:	[]
Reference Period of the Claim:	Period between [] (dd/mm/yy) and [] (dd/mm/yy)
Date of Service of the Payment Claim on the Respondent:	[] (dd/mm/yy)
Payment Claim Amount:	S\$ []
Please indicate if the contract specifies the interest rate for late payment: %	
Payment Response	
Payment Response Reference Number:	[]
Due Date for Payment Response to be Served:	[] (dd/mm/yy)
Date of Service of the Payment Response on the Claimant (if any):	[] (dd/mm/yy)
Payment Response Amount (if any):	S\$ []
Payment Due	
Due Date for Payment to be Made:	[] (dd/mm/yy)
Date of Payment Made by the Respondent (if any):	[] (dd/mm/yy)
Amount of Payment Made by the Respondent (if any):	S\$ []
Claimed Amount:	S\$ [] (inclusive / exclusive of GST)

- Please ✓ accordingly
* Please delete accordingly

SECTION F**LIST OF ATTACHMENTS (Please provide two (2) sets of each attachment)** Relevant Contractual Terms and Conditions Payment Claim Payment Response Received (if any) Notice of Intention to Apply for Adjudication Other relevant documents (Please indicate):

(eg expert reports, photographs, etc)

Please use continuation sheet if space provided is insufficient.

SECTION G**PAYMENT** Cheque/Cashier's Order* No. [] of amount: S\$ [], being:**Adjudication Application Fee** Application Fee of S\$642 (inclusive of GST); and**Deposit for Adjudicator Fee** Deposit of S\$2,400, where the claimed amount is below S\$24,000; **or** Deposit of S\$ [], where the claimed amount exceeds S\$24,000(10% of the *claimed amount* or \$33,600, *whichever is lower*).

The Claimant hereby applies for adjudication of the referenced payment claim under the Building and Construction Industry Security of Payment Act (Cap 30B)(Rev Ed 2006) and requests the Authorised Nominating Body to appoint an Adjudicator for the adjudication. The Claimant hereby agrees to abide by the prevailing SMC Adjudication Rules.

Name of Claimant / Authorised Representative: []

Authorised Signature & Organisation Stamp

(if

applicable):

Date:

[]

(dd/mm/yy)

OFFICIAL USE

Filing Date:

Remarks (if any):

 Please ✓ accordingly

* Please delete accordingly

**SECTION B
INFORMATION ON CONTRACT**

Date <u>Main Contract</u> Made:	[] (dd/mm/yy)
Project Title or Reference (or a brief description of the project):	[]
Contract Number (or a brief description of the contract):	[]
Date of Contract Made:	[] (dd/mm/yy)
Contract Type:	<input type="checkbox"/> Construction contract <input type="checkbox"/> Supply contract
Nature of Dispute (Applicable to Construction Contract only):	<input type="checkbox"/> Disputed payment response <input type="checkbox"/> Failure to respond with payment response <input type="checkbox"/> Accepted response amount not fully paid

**SECTION C
INFORMATION ON RESPONSE AMOUNT DETAILS**

Please identify the documents that constitute the Adjudication Response in the space provided below:
[]

The Respondent hereby agrees to abide by the prevailing SMC Adjudication Rules.

Name of Respondent / Authorised Representative: []

Authorised Signature & Organisation Stamp _____
(if applicable):

Date: [] (dd/mm/yy)

OFFICIAL USE	
Filing Date:	
Remarks (if any):	

Please ✓ accordingly
 * Please delete accordingly

ADJUDICATION REVIEW APPLICATION**FORM****INSTRUCTIONS:**

8. Please submit:

- four (4) original duly completed and signed / stamped copies** of the Adjudication Review Application form; and
- four (4) sets** of the accompanying documents **by hand** to:

Singapore Mediation Centre
1 Supreme Court Lane
Level 4
Singapore 178879
Tel No: 6332 4366

Opening Hours:

9 am to 4:30 pm
(*Mon to Fri, except public holidays*)

9 am to 12:00 pm
(*Eves of Christmas, New Year & Chinese New Year*)

- a cheque issued by the representing law firm (if legally represented) or a cashier's order made payable to the "**Singapore Mediation Centre**" being payment for the Adjudication Application Fee and the deposit for the Adjudicator Fee (the "Fees"). A personal cheque will only be accepted if the Fees payable do not exceed S\$5,000.

9. SMC will not accept any lodgement of documents by fax, post or electronic mail.

10. Documents which are submitted after the opening hours shall be treated as being lodged the next working day.

11. Pursuant to Section 14 of the Building and Construction Industry Security of Payment (Amendment) Regulations 2012, SMC shall be entitled to collect additional deposits, where applicable, in the manner set out therein.

SECTION A**RIGHT TO ADJUDICATION REVIEW APPLICATION**

Adjudication Application Reference No:	[click and start typing to add data]
Adjudicated Amount:	[S\$]
(Less) Response Amount:	[S\$]
Adjudication Review Amount:	[S\$]

Notes:

- (a) Adjudication Review amount must be S\$100,000 or more before a review application can be lodged.
- (b) **One (1) Review Adjudicator** shall be appointed if the adjudicated amount exceeds the relevant response amount by S\$100,000 or more but is less than S\$1 million.
- (c) A panel of **three (3) Review Adjudicators** shall be appointed if the adjudicated amount exceeds the relevant response amount by S\$1 million or more.

Please ✓ accordingly

* Please delete accordingly

SECTION B**LIST OF ATTACHMENTS (Please provide four (4) sets of each attachment)**

- | |
|--|
| <input type="checkbox"/> Relevant Proof of Payment of Adjudicated Amount to Claimant
<input type="checkbox"/> Copy of the Adjudication Determination
<input type="checkbox"/> Copy of the Adjudication Application |
|--|

SECTION C**PAYMENT**

- | |
|---|
| <input type="checkbox"/> Cheque/Cashier's Order* No. [] of amount: S\$ [], being: |
|---|

Adjudication Review Application Fee

- | |
|---|
| <input type="checkbox"/> Adjudication Review Application Fee of S\$1,284 (<i>inclusive of GST</i>); and |
|---|

Deposit for Review Adjudicator(s) Fee

- | |
|--|
| <input type="checkbox"/> Deposit of S\$ [] (10% of the Adjudication Review Amount or \$33,600, whichever is the lower). |
|--|

Name of Payee: []

(For the refund of the balance of any monies deposited with SMC)

Sections D and E below are to be completed only if the information is different from the Adjudication Application Form submitted under Section B.

SECTION D**INFORMATION ON RESPONDENT**

Name of Respondent: (Entity Name / Name as in NRIC*)	[]
ACRA Registration / Identification Number*:	[]
Service Address:	[]
	Postal Code: []
	Tel No: [] Fax No: []
	Email Address: []
Name / Designation of Authorised Representative:	[]

Please ✓ accordingly

* Please delete accordingly

Contact Particulars of Legal Representatives (if applicable)	
Name:	[]
Law Firm:	[]
Service Address:	[]
	Postal Code: []
	Tel No: [] Fax No: []
	Email Address: []
Reference Number:	[]

**SECTION E
INFORMATION ON CLAIMANT**

Name of Claimant: (Entity Name / Name as in NRIC*)	[]
ACRA Registration / Identification Number*:	[]
Service Address:	[]
	Postal Code: []
	Tel No: [] Fax No: []
	Email Address []
Name / Designation of Authorised Representative:	[]
Contact Particulars of Legal Representatives (if applicable)	
Name:	[]
Law Firm:	[]
Service Address:	[]
	Postal Code: []
	Tel No: [] Fax No: []
	Email Address: []
Reference Number:	[]

- Please ✓ accordingly
- * Please delete accordingly

The Respondent hereby applies for an Adjudication Review of the adjudication determination under the Building and Construction Industry Security of Payment Act (Cap 30B)(Rev Ed 2006) and requests the Authorised Nominating Body to appoint Review Adjudicator(s) for the Adjudication Review. The Respondent hereby agrees to abide by the prevailing SMC Adjudication Rules.

Name of Respondent / Authorised Representative: _____
 Authorised Signature & Organisation Stamp _____
 (if applicable):
 Date: _____ (dd/mm/yy)

OFFICIAL USE	
Filing Date:	
Date the Adjudication Determination received by Respondent:	
Remarks (if any):	

- Please ✓ accordingly
- * Please delete accordingly

SINGAPORE MEDIATION CENTRE
ADJUDICATION UNDER THE BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF
PAYMENT ACT (CAP 30B)(REV ED 2006)

FEE SCHEDULE

1 Application Fee

The Applicant is required to pay an Adjudication Application Fee of S\$642 (*inclusive of GST*) or an Adjudication Review Application Fee of S\$1,284 (*inclusive of GST*) to SMC (the “**Application Fee**”).

2 Adjudicator Fee

2.1 SMC shall charge the following Adjudicator Fee:

Claimed Amount	Adjudicator Fee per Adjudicator
Up to S\$24,000	S\$300 (S\$321 <i>inclusive of GST</i>) per hour up to a maximum of S\$2,400 (S\$2,568 <i>inclusive of GST</i>).
Above S\$24,000	S\$300 (S\$321 <i>inclusive of GST</i>) per hour up to a maximum of S\$2,400 (S\$2,568 <i>inclusive of GST</i>) per day. The total Adjudicator Fee payable shall not exceed 10% of the claimed amount.

2.2 Upon lodgment of the Adjudication Application or Adjudication Review Application, the Applicant shall pay the following fees to SMC

- (a) the Application Fee; and
- (b) a deposit for the Adjudicator Fee amounting to:
 - (i) **S\$2,400** where the claimed amount is S\$24,000 and below; or
 - (ii) **10% of the claimed amount or S\$33,600 (*whichever is lower*)**, where the claimed amount exceeds S\$24,000.

The Application Fee and the deposit for the Adjudicator Fee shall collectively be referred to as “**Fees**”.

2.3 The payment of Fees mentioned at paragraph 2.2 shall be made by way of:

- (a) a cheque issued by the representing law firm (if legally represented); or

ANNEX B

(b) a cashier's order made payable to the "**Singapore Mediation Centre**".

2.4 A personal cheque shall only be accepted if the Fees do not exceed S\$5,000.

3 Expenses

3.1 SMC shall not be liable for any or all expenses including, but not limited to, rental of conference venues, food and beverage, provision of administrative and support services and any other expenses. The parties shall directly bear the costs of the rental of conference venues (where applicable). If parties wish to avail of conference facilities in the Supreme Court, parties are to pay for the rental costs up front in equal shares to SMC (at least 3 days in advance) to enable us to confirm the venue.

4 Additional Deposits

4.1 Pursuant to Sections 13 and 14 of the Building and Construction Industry Security of Payment (Amendment) Regulations 2012 (the "**Regulations**"), SMC shall be entitled to collect additional deposits, if any, in the manner set out in those sections.

5 Amendments to Fee Schedule

5.1 SMC reserves the right to amend and/or vary the terms and conditions of the Fee Schedule without prior notification, at its sole discretion, in accordance with the Building and Construction Industry Security of Payment Act (Cap 30B)(Rev Ed 2006) and the Regulations.

Issued by:

Singapore Mediation Centre
1 April 2017

SINGAPORE MEDIATION CENTRE

Code of Conduct of Adjudicators

*Published pursuant to section 28(4)(b) and (e) of the
Building and Construction Industry Security of Payment Act (Cap 30B, 2006 Rev Ed)*

Rule 1 – Behaviour

- 1.1 An Adjudicator shall at all times conduct himself/herself honourably and with dignity and not behave in a manner which might reasonably be perceived as conduct diminishing the standing of or unbecoming of an Adjudicator of the Singapore Mediation Centre's ("SMC") Register of Adjudicators.
- 1.2 In the event of any complaint against him/her, the Adjudicator agrees to submit to the proceedings as set out in the **SMC Disciplinary Rules for Adjudicators** and to afford all assistance to enable any panel, committee and tribunal to determine the merits of the complaint.

Rule 2 – Integrity and Fairness

- 2.1 An Adjudicator shall at all times maintain the integrity and fairness of the adjudication process.
- 2.2 An Adjudicator shall not take up any appointment as Adjudicator if he is unable to do so, and shall withdraw from the process if circumstances render this no longer possible.

Rule 3 – Conflict of Interest

- 3.1 Before and throughout the adjudication process, an Adjudicator shall disclose all interests, relationships and matters likely to affect the adjudicator's independence or impartiality or which might reasonably be perceived as likely to do so.
- 3.2 Where an Adjudicator is or becomes aware that he or she is incapable of maintaining the required degree of independence or impartiality, the Adjudicator shall promptly take such steps as may be required in the circumstances, which may include withdrawal from the adjudication process.

Rule 4 – Competence

- 4.1 An Adjudicator shall accept an appointment or act only if appropriately qualified or experienced.
- 4.2 An Adjudicator shall not make or allow to be made on his or her behalf any representation about the Adjudicator's experience or expertise which is misleading or deceptive or likely to mislead or deceive.

Rule 5 – Information

- 5.1 Where appropriate and having regard to whether the parties are represented by professionals familiar with the adjudication process, the Adjudicator shall ensure that the parties have an opportunity to address the relevant provisions of the SOP Act and the SOP Regulations on which an adjudication determination turns.

Rule 6 – Communication

- 6.1 An Adjudicator shall communicate with those involved in the adjudication process only in such manner appropriate to the process.

Rule 7 – Conduct of the Adjudication

- 7.1 An Adjudicator shall prepare appropriately for the adjudication concerned.
- 7.2 An Adjudicator shall not be influenced by outside pressure or self-interest.
- 7.3 An Adjudicator shall not delegate any duty to decide to any other person unless permitted to do so by the parties or under the Act.
- 7.4 An Adjudicator shall not unduly delay the completion of the adjudication process.

Rule 8 – Trust and Confidence

- 8.1 An Adjudicator shall abide by the relationship of trust which exists between those involved in the adjudication and (unless otherwise agreed by all the parties, or permitted or required by applicable law), both during and after completion of the adjudication process, shall not disclose or use any confidential information acquired in the course of or for the purposes of the process.

Rule 9 – Fees

- 9.1 An Adjudicator shall charge only reasonable fees and expenses having regard to all the circumstances of the case and adjudication process.
- 9.2 At the end of the period provided for making the adjudication determination, an Adjudicator shall furnish together with the draft determination a reasonably detailed statement showing the time expended on the adjudication.

Rule 10 – Practice Directions

- 10.1 An Adjudicator shall endeavour to abide by such practice directions as may be issued from time to time by the Singapore Mediation Centre. In situations where an Adjudicator considers that it is appropriate to depart from a particular practice direction, the Adjudicator shall state the reasons for so doing.

Rule 11 – No Criminal Record

- 11.1 An adjudicator shall not be convicted, in Singapore or elsewhere, of any offence involving fraud or dishonesty punishable on conviction with imprisonment for three months or more.

Issued by:

Singapore Mediation Centre
1 April 2017

SINGAPORE MEDIATION CENTRE

Disciplinary Rules for Adjudicators

*Published pursuant to section 28(4)(e) of the
Building and Construction Industry Security of Payment Act (Cap 30B, 2006 Rev Ed)*

1. Filing of Complaint

- 1.1 The Complaint shall be filed within 28 days from the date the Adjudication Determination is made by the Adjudicator or the date of withdrawal of the Adjudication Application by the Claimant. The Complaint shall be made in the form of a Statutory Declaration.
- 1.2 The Complaint should contain full details of the following:
 - (a) the allegation being made;
 - (b) the relevant supporting documents; if any and
 - (c) reasons why the Adjudicator's behaviour or actions are believed to constitute misconduct.
- 1.3 The Complaint, together with any supporting documents, shall be served on the Adjudicator complained against.
- 1.4 The Adjudicator shall file a Response to the Complaint within 14 days of receipt of the Complaint. A copy of the Response shall be served on the Complainant.
- 1.5 The Complainant may file a Reply to points raised in the Response within seven days of receipt of the Response. A copy of the Reply shall be served on the Adjudicator.

2. Communications

- 2.1 The Complaint shall be made in writing with reference to these Rules and addressed to the Executive Director of SMC ("Executive Director") or such officer as the Executive Director may direct.
- 2.2 Any communication thereof shall also be made in writing and shall be addressed to the Executive Director.
- 2.3 Communications may be conveyed by hand, by registered post, by email or by fax.

3. Misconduct

- 3.1 Misconduct is defined as any breach of the **Code of Conduct of Adjudicators** and shall include any failure on the part of an Adjudicator to comply with any direction or order issued by any of the committees or tribunals constituted under these Rules.

4. Professional Conduct Panel

- 4.1 A Professional Conduct Panel ("PCP") shall be established. The panel shall be appointed by the Chairperson of SMC for a term of three years and shall constitute:
 - (a) no more than 20 members who are senior adjudicators¹; and
 - (b) no more than 10 members who are non-adjudicators.

¹ *These are adjudicators who are members of SMC's Construction Adjudicator Accreditation Committee or who have delivered at least 15 determinations either as adjudicator or as review adjudicator.*

ANNEX D

4.2 The members of the PCP shall serve on the Preliminary Review Committee (“PRC”), the Disciplinary Investigation Committee (“DIC”) and the Disciplinary Appeals Tribunal (“DAT”) as set out in these Rules.

4.3 The Chairperson of SMC shall appoint the Chairperson of the PCP.

5. Preliminary Review Committee

5.1 Within 14 days of the filing of a Complaint, the Chairperson of the PCP shall constitute a PRC of two persons drawn from members of the PCP, one of whom shall be a senior adjudicator.

5.2 The PRC shall study the Complaint, the Response and the Reply (if any), and in appropriate situations, invite the Complainant and the Adjudicator to resolve the matter by mediation.

5.3 Within 14 days from the expiry of the last day for the Complainant to file a Reply pursuant to paragraph 1.5 hereof, or where there is no Response, within 14 days from the expiry of the last day for the Adjudicator to file a Response pursuant to paragraph 1.4 hereof, or such written extended time as the Chairperson of the PCP may allow, the PRC shall make its recommendation (“**Recommendation**”) with reasons to the Chairperson of the PCP to:

- (a) dismiss the complaint; or
- (b) conduct a full inquiry.

5.4 The PRC shall recommend that the Complaint be dismissed where both members are unanimously of the view that the Complaint is without substance, frivolous or vexatious. If both members are unable to agree as to the course of action to recommend or if they are of the view that a full inquiry should be conducted, the PRC shall recommend that a full inquiry be conducted.

5.5 Both the Complainant and the Adjudicator shall be served a copy of the PRC’s reasoned Recommendation.

5.6 Where a full inquiry is recommended, the Chairperson of the PCP shall within 14 days of the date of the Recommendation, constitute a DIC. Both the Complainant and the Adjudicator shall be notified accordingly.

6. Disciplinary Investigation Committee

6.1 The Chairperson of the PCP shall constitute a DIC of three persons drawn from the PCP, one of whom shall be appointed as Chairperson of the DIC.

6.2 The Chairperson of the DIC shall be a Senior Counsel or a lawyer of at least 15 years standing. The Chairperson and members of the DIC need not be accredited adjudicators, and may serve on the DIC provided he or she:

- (a) has no interest in the adjudication or in the outcome of the disciplinary proceedings; and
- (b) had not served earlier in the PRC relating to the same matter.

6.3 The DIC shall:

- (a) determine the scope of its jurisdiction;
- (b) issue such directions as appropriate for the better conduct of the proceedings;
- (c) decide on any finding of law, fact, evidence or any issue referred in the Complaint, the Response and the Reply (if any);
- (d) operate on the civil burden of proof, namely the balance of probabilities; and

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- (e) conduct a physical hearing unless the DIC considers that the matter may be reasonably conducted without such a hearing.
- 6.4 The DIC shall deliver its reasoned determination (“**DIC Determination**”) to the Chairperson of the PCP within 60 days from the date of its constitution (or such written extended time as the Chairperson of the PCP may allow). The DIC Determination shall be made by majority vote.
- 6.5 Where the DIC determines that the case for misconduct against the Adjudicator has not been made out, the Complaint shall be dismissed.
- 6.6 Where the DIC determines that the case for misconduct against the Adjudicator has been made out, it may determine that one or more of the following courses of action to be taken:
 - (a) notify the Adjudicator of the misconduct but take no further action;
 - (b) reprimand or warn the Adjudicator as to his/her future conduct;
 - (c) suspend the Adjudicator from the SMC Register of Adjudicators for a period not exceeding 24 months during which period the Adjudicator shall not be appointed adjudicator to any matter;
 - (d) require the Adjudicator to take such additional training or mentoring as may be prescribed in the DIC Determination; and/or
 - (e) remove the Adjudicator from the SMC Register of Adjudicators.
- 6.7 The Chairperson of the PCP shall serve a copy of the DIC Determination on the Adjudicator and the Complainant within seven days from the date of the DIC Determination.
- 7. Appeal to the Disciplinary Appeals Tribunal**
- 7.1 An Adjudicator is entitled to file an appeal against the DIC Determination where it is determined that the Adjudicator shall be removed from the SMC Register of Adjudicators (“**Statement of Appeal**”).
- 7.2 The Statement of Appeal shall be filed with the Chairperson of SMC within 14 days from the date of service of the DIC Determination.
- 7.3 A copy of the Statement of Appeal shall be served on the Complainant who shall be entitled to file a statement in response to the Statement of Appeal (“**Response to the Appeal**”) within 14 days of receipt of the Statement of Appeal. A Response to the Appeal shall be served on the Adjudicator.
- 7.4 Within 14 days from the date of filing of the Statement of Appeal, the Chairperson of the SMC shall constitute a committee of three members to form the DAT. Members of the DAT may be drawn from the SMC Board of Directors or from the PCP. A person may be appointed to serve on the DAT provided that the person:
 - (a) has no interest in the adjudication or in the outcome of the disciplinary proceedings; and
 - (b) had not served earlier in the PRC or the DIC relating to the same matter.
- 7.5 Within 30 days from the date when the Response to the Appeal is received by the DAT or from the date when the DAT is informed by the Executive Director that no Response to the Appeal has been filed within the prescribed period, the DAT may:
 - (a) dismiss the Appeal;
 - (b) uphold the DIC Determination; or
 - (c) vary, change or otherwise depart from the courses of action determined by the DIC.
- 7.6 A copy of the DAT’s reasoned Decision shall be served on the Adjudicator and on the Complainant.

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7.7 The DAT is entitled to proceed only on the materials properly lodged before the Tribunal and is not obliged to conduct a hearing unless it considers it necessary.

8. Rules of Evidence

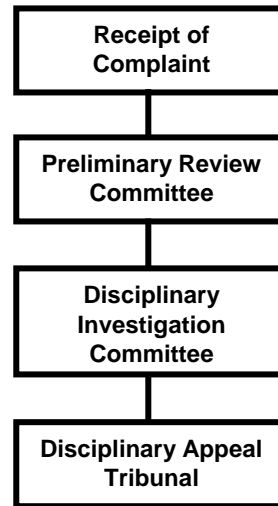
8.1 The rules of evidence shall not apply to the consideration and determination of matters by the PRC, DIC or the DAT.

9. Overview of the Disciplinary Rules

PRC may dismiss the complaint or refer it to the DIC

DIC may dismiss the complaint, reprimand/warn, require training/mentoring, suspend or remove the adjudicator for the register

An appeal lies where the DIC had determined that the adjudicator be removed from the Register



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