

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

**SMC ADJUDICATION PROCEDURE RULES**  
**(5<sup>TH</sup> EDITION, DECEMBER 2016)**

**1 The Adjudication Process**

- 1.1 The adjudication process administered by the Singapore Mediation Centre (the “**SMC**”) is governed by the Building and Construction Industry Security of Payment Act (Cap 30B)(Rev Ed 2006) (the “**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 Procedure Rules (5<sup>th</sup> Edition, December 2016) (the “**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 Procedure Rules (5<sup>th</sup> Edition, December 2016).
- 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. SMC’s role as the Authorised Nominating Body pursuant to Section 28 of the Act will cease once the adjudication determination is served on the parties.
- 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 twenty-one (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,

(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 (*i.e. not handwritten*) and printed on A4 sized paper. Supporting documents to be submitted to the SMC should be clearly labelled.

3.5 Parties are encouraged to make a copy of all documents submitted to the 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 will appoint a person or persons to act as the Adjudicator(s).
- 4.2 SMC, in the selection, will choose a person or persons who, in its view, will be best placed to serve as the Adjudicator(s).
- 4.3 A person selected as an Adjudicator will disclose any circumstances likely to create an impression of bias or prevent him from acting promptly. SMC, upon receipt of such disclosure, may appoint another person as an Adjudicator.
- 4.4 The Adjudicator shall abide by the terms set out in the Adjudicator Code of Conduct in **Annex C**.
- 4.5 The Adjudicator (or any member of his firm or company) should not act for any of the parties at any time in connection with the subject matter of the adjudication.
- 4.6 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.

## **5 SMC**

- 5.1 SMC will make the necessary arrangements for the adjudication, including:
- (a) appointing the Adjudicator(s);
  - (b) organising a venue and assigning conference date(s) for the adjudication (*if necessary*); and
  - (c) providing general administrative support.
- 5.2 SMC will not provide any advice relating to the Act and/or the Regulations.

## **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 and adjudication review determinations will 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 the adjudication determination or adjudication review determination upon full payment of the Fees. 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 will be served by hand within two (2) working days from the date of the adjudication determination. SMC will 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 Procedure 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      Adjudicator Code of Conduct

**Issued by:**  
Singapore Mediation Centre  
3 December 2016

## 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.

## SECTION A INFORMATION ON CLAIMANT

ACRA Registration / Identification Number*:	
Service Address:	Postal Code: Tel No: Fax No: Email Address:

- Please ✓ accordingly  
\* Please delete accordingly

Name / Designation of Authorised Representative:	
Name of Payee: <i>(For the refund of the balance of any monies deposited with SMC)</i>	

**SECTION B  
INFORMATION ON RESPONDENT**

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

**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**

<b>Payment Claim</b>	
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:	<b>S\$</b>
Please indicate if the contract specifies the interest rate for late payment: %	
<b>Payment Response</b>	
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):	<b>S\$</b>
<b>Payment Due</b>	
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):	<b>S\$</b>
<b>Claimed Amount:</b>	<b>S\$ (inclusive / exclusive of GST)</b>

- 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 Procedure Rules.

Name of Claimant / Authorised Representative: \_\_\_\_\_

Authorised Signature &amp; Organisation Stamp \_\_\_\_\_

*(if**applicable):*

Date: \_\_\_\_\_

*(dd/mm/yy)***OFFICIAL USE**

Filing Date: \_\_\_\_\_

Remarks (*if any*): \_\_\_\_\_ Please ✓ accordingly

\* Please delete accordingly



**INSTRUCTIONS:**

5. Please submit:

- two (2) original duly completed and signed/stamped copies** of the Adjudication Response form; and
- 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*)

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

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

**SECTION A**  
**INFORMATION ON RESPONDENT**

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

**SECTION B**  
**INFORMATION ON CONTRACT**

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

Please ✓ accordingly

\* Please delete accordingly

**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 Procedure Rules.

Name of Respondent / Authorised Representative: \_\_\_\_\_

Authorised Signature & Organisation Stamp

*(if*

*applicable):*

Date: \_\_\_\_\_

\_\_\_\_\_  
*(dd/mm/yy)*

<b>OFFICIAL USE</b>	
Filing Date:	
Remarks (if any):	

- Please ✓ accordingly
- \* Please delete accordingly

**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:	[ ]
Adjudicated Amount:	[S\$]
(Less) Response Amount:	[S\$]
<b>Adjudication Review Amount:</b>	<b>[S\$]</b>

**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). |
|--------------------------------------------------------------------------------------------------------------------------|

<b>Name of Payee:</b> [ ]
---------------------------

<i>(For the refund of the balance of any monies deposited with SMC)</i>
-------------------------------------------------------------------------

**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:	<p>[ ]</p> <p>Postal Code:</p> <p>Tel No: [ ] Fax No: [ ]</p> <p>Email Address:]</p>
Name / Designation of Authorised Representative:	[ ]

Please ✓ accordingly

\* Please delete accordingly

**SECTION E**  
**INFORMATION ON CLAIMANT**

Name of Claimant: (Entity Name / Name as in NRIC*)	[ ]
ACRA Registration / Identification Number*:	[ ]
Service Address:	[          Postal Code:  Tel No: <span style="float: right;">Fax No:</span> Email Address: ]
Name / Designation of Authorised Representative:	[ ]

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 Procedure Rules.

[ ]

Name of Respondent / Authorised Representative: \_\_\_\_\_

Authorised Signature & Organisation Stamp \_\_\_\_\_  
(if applicable):

Date: \_\_\_\_\_ [(dd/mm/yy)]

<b>OFFICIAL USE</b>	
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
- (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 Adjudicator and the parties shall agree beforehand, as to who is to be responsible for such expenses and shall inform SMC accordingly.

### **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

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

**ADJUDICATOR CODE OF CONDUCT**

This Code of Conduct (“**Code**”) applies to all persons appointed by the Singapore Mediation Centre (“**SMC**”) to act as Adjudicators pursuant to the Building and Construction Industry Security of Payment Act (Cap 30B)(Rev Ed 2006) (the “**Act**”) and the Building and Construction Industry Security of Payment Regulations 2005 and the Building and Construction Industry Security of Payment (Amendment) Regulations 2012 (collectively referred to as the “**Regulations**”).

**1 Acceptance of Assignment**

- 1.1 An Adjudicator will, before accepting an appointment to a case, ensure that he is able to conduct the adjudication or adjudication review independently, impartially and expeditiously.
- 1.2 For the avoidance of doubt, any reference to adjudication in this Code shall also refer to an adjudication review.

**2 Impartiality**

- 2.1 An Adjudicator will be impartial and fair to the parties, and be seen to be so. Following from this, he will disclose to SMC and, if he is nevertheless appointed by SMC, to the parties, any information which may lead to the impression that he may not be impartial or fair, including, that:
- (a) he (*or any member of his firm or company*) has acted in any capacity for any of the parties;
  - (b) he has a financial or any other interest (*direct or indirect*) in any of the parties or the outcome of the adjudication; or
  - (c) he has any confidential information about the parties or the matter which is the subject of the adjudication derived from sources outside the adjudication proceedings.
- 2.2 If SMC offers an Adjudicator an appointment for which there is an actual, potential or apparent conflict of interest between the Adjudicator and any of the parties, the Adjudicator shall disclose this to SMC.
- 2.3 If, at any stage during the adjudication proceedings, new circumstances arise that could give rise to doubt as to the impartiality or independence of the Adjudicator, he shall promptly disclose such circumstances to SMC. In such event, SMC shall have the discretion to appoint a substitute Adjudicator.
- 2.4 An Adjudicator shall not accept an appointment if he is ineligible by virtue of the Act or the Regulations.



- 2.5 When in doubt, an Adjudicator shall refer the matter to SMC.
- 2.6 An Adjudicator (*or any member of his firm or company*) shall not act for any of the parties subsequently in any matter related to or arising out of the subject matter of the adjudication without the written informed consent of all the parties.

### **3 The Adjudication Procedure**

- 3.1 An Adjudicator will act in accordance with the Act, the Regulations and the prevailing SMC Adjudication Procedure Rules.

### **4 Confidentiality**

- 4.1 Any document or information supplied for and/or disclosed in the course of the adjudication will be kept confidential. An Adjudicator will only disclose the same if required to do so by law, or pursuant to an order of a court, or with the consent of all the relevant parties.
- 4.2 An Adjudicator shall not act as a consultant or arbitrator in any proceedings in relation to the subject matter of the adjudication.
- 4.3 Unless all the parties agree, an Adjudicator shall not act as a witness or expert in any proceedings in relation to the subject matter of the adjudication.

### **5 Preparation and Diligence**

- 5.1 The Adjudicator will prepare himself appropriately before the commencement of the adjudication.
- 5.2 An Adjudicator should carry out his role in a conscientious and diligent manner.

### **6 Compliance with Act**

- 6.1 The obligations found in this Code are over and above the obligations of Adjudicators under the Act and the Regulations. An Adjudicator must comply with the requirements of the Act and the Regulations.

### **7 Withdrawal**

- 7.1 In the event that an Adjudicator is requested to withdraw because of prejudice or bias, the Adjudicator should withdraw unless, the Adjudicator after carefully considering the matter and in consultation with SMC, determines that:
- (a) the reason for the challenge is not substantial;
  - (b) the Adjudicator can act and decide the case impartially and fairly; and
  - (c) the withdrawal would cause unfair delay or expense or would be contrary to the ends of justice.

- 7.2 An Adjudicator may, with the concurrence of SMC, withdraw from a case if:
- (a) any of the parties breaches the prevailing SMC Adjudication Procedure Rules, the Act or the Regulations; or
  - (b) the parties allege that he is in breach of the terms of this Code.

The Adjudicator shall, on the occurrence of (a) or (b) above, consult SMC on whether he should continue to act as Adjudicator for the case.

## **8 Fees**

- 8.1 In accepting an appointment, the Adjudicator expressly agrees to the remuneration fixed by the Act, and he 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 being a prescribed percentage of the Adjudicator Fee.
- 8.2 SMC is not liable to the Adjudicator for any or any part of the Adjudicator Fee due to the Adjudicator under the Act and the Regulations. The Adjudicator will 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.

## **9 Complaints and Complaints Procedure**

- 9.1 If a party to the adjudication or a party with a legitimate interest in the adjudication lodges a complaint against the Adjudicator, such complaints shall be dealt with in accordance with the complaints procedure set down by the SMC. The Adjudicator shall be given an opportunity to respond in writing to the complaint, and agrees to be bound by the decision of the Complaints Panel.
- 9.2 Any party wishing to make a complaint against an appointed Adjudicator shall be required to make such a complaint in writing to SMC and in such detail as is necessary for an investigation to proceed. For the avoidance of doubt, no investigation shall be commenced unless the complaint refers to the appropriate section(s) of the Act, Regulations or Code under which the complaint is made and accompanied by the relevant documents or other evidence necessary for the investigation to proceed.
- 9.3 Complaints received about an Adjudicator will be considered first by SMC as to whether an investigation is necessary and if so, thereafter, be referred to a Complaints Panel.
- 9.4 If the complaint is to be referred to a Complaints Panel, a copy of the complaint will be made available to the Adjudicator concerned and the Adjudicator shall have fourteen (14) days (or such longer time as may be extended by the SMC) to submit a reply to the complaint. Such reply shall be forwarded to the Complainant and the Complaints Panel. The Complaints Panel shall have the power to direct the determination of the complaint, including directing the Complainant and/or the Adjudicator to attend before the Complaints Panel.

9.5 The Complaints Panel shall make a decision on the complaint. The decision of the Complaints Panel shall be final and conclusive. The Complaints Panel may take the appropriate action, including but not limited to:

- (a) take no further action on the complaint;
- (b) reprimand and / or issue a written warning;
- (c) revoke or suspend the accreditation of the Adjudicator for a specified period; or
- (d) decline to renew the appointment of the Adjudicator.

## **10 Performance Criteria**

10.1 SMC may take such action as it deems appropriate where an Adjudicator fails to meet any of the following criteria:

- (a) respond to a request for appointment as Adjudicator within one (1) day of the request being made;
- (b) deliver determinations within the timelines prescribed by the Act and the Regulations; or
- (c) adhere to the terms of this Code.

## **11 Appointment / Renewal of Term as an Adjudicator**

11.1 SMC may, in its absolute discretion:

- (a) reject the application of an individual who has completed the Adjudication Accreditation Exercise to become a SMC accredited Adjudicator; and
- (b) choose not to renew the term of an existing Adjudicator,

if the Adjudicator is found to be convicted, in Singapore or elsewhere, of any offence involving fraud or dishonesty punishable on conviction with imprisonment for three (3) months or more.