

ANNEX E

**SINGAPORE MEDIATION CENTRE
BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENT ACT
FEE SCHEDULE**

1 Application Fee

1.1 A Party lodging an application with SMC shall pay an application fee ("**Application Fee**") to SMC as follows:

- (a) A Claimant lodging an Adjudication Application is required to pay a non-refundable Adjudication Application Fee of SGD642 (inclusive of GST).
- (b) An Applicant lodging an Adjudication Review Application is required to pay a non-refundable Adjudication Review Application Fee of SGD1,284 (inclusive of GST).
- (c) An Applicant lodging an application for a Remission is required to pay a non-refundable Application Fee of SGD642 (inclusive of GST).

2 Adjudicator Fee

2.1 SMC shall charge the following Adjudicator Fee:

| Claimed Amount | Adjudicator Fee per Adjudicator |
|-----------------|--|
| Up to SGD24,000 | SGD300 (SGD321 inclusive of GST) per hour up to a maximum of SGD2,400 (SGD2,568 inclusive of GST). |
| Above SGD24,000 | SGD300 (SGD321 inclusive of GST) per hour up to a maximum of SGD2,400 (SGD2,568 inclusive of GST) 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 or Remission Documents, the Party lodging the same shall pay the following fees to SMC:

- (a) Application Fee; and
- (b) Deposit for the Adjudicator Fee amounting to:
 - (i) **SGD2,400** where the claimed amount is SGD24,000 and below; or
 - (ii) **10% of the claimed amount or SGD33,600 (whichever is lower)**, where the claimed amount exceeds SGD24,000.

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

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- 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) made payable to the “*Singapore Mediation Centre*”; or
 - (b) a cashier’s order made payable to the “*Singapore Mediation Centre*”.
- 2.4 A cheque shall only be accepted if the Fees do not exceed SGD5,000.

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 SMC conference facilities, the costs of rental of such venues shall be paid upfront to SMC (at least 3 days in advance) to enable SMC to confirm the venue. Such costs shall be paid by the Claimant (in an Adjudication Application) or the Applicant in any other case in the first instance, unless otherwise directed by the Adjudicator.
- 3.2 If a Party requires overseas service of documents by SMC on another Party, the Party requiring such overseas service shall bear the costs of such overseas service in full. SMC shall be entitled to seek payment from the Party who requires overseas service of the costs thereof and/or to set-off against any Fees held. If full payment of the costs of overseas services has not been received, SMC shall withhold the release of the Determination.

4 Additional Deposits

- 4.1 Pursuant to the prevailing Building and Construction Industry Security of Payment Regulations (the “**Regulations**”), SMC shall be entitled to collect additional deposits, if any, in the manner set out in those Regulations.

5 Amendments to Fee Schedule

- 5.1 SMC reserves the right to amend and/or vary the terms and conditions of the Fee Schedule at any time and from time to time without prior notification, at its sole discretion, in accordance with the prevailing Building and Construction Industry Security of Payment Act and the Regulations.

Issued by:

Singapore Mediation Centre
15 December 2019