

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

**SMC ADJUDICATION RULES**  
**(7<sup>TH</sup> EDITION, 15 DECEMBER 2019)**

**1 The Adjudication Process**

- 1.1 The adjudication process administered by the Singapore Mediation Centre (“**SMC**”) is governed by the prevailing Building and Construction Industry Security of Payment Act (the “**Act**”), the prevailing Building and Construction Industry Security of Payment Regulations (the “**Regulations**”), and the SMC Adjudication Rules (7th Edition, 15 December 2019) (“**Adjudication Rules**”) as set out herein.
- 1.2 The Adjudication Rules are made pursuant to the Act and shall be cited as the SMC Adjudication Rules (7<sup>th</sup> Edition, 15 December 2019).
- 1.3 In these Adjudication Rules, where the context so permits or requires:
- (a) Any reference to “*Adjudicator*” shall refer to:
    - (i) The Adjudicator appointed to determine an Adjudication Application; or
    - (ii) The Review Adjudicator(s) appointed to determine an Adjudication Review Application; or
    - (iii) The Adjudicator appointed to determine issues remitted pursuant to an Order of Court made under Section 27(8)(b) of the Act, as the case may be, and shall include any replacement or substitution thereof.
  - (b) Any reference to “*Adjudication*” shall refer to:
    - (i) The adjudication of an Adjudication Application; or
    - (ii) The adjudication of an Adjudication Review Application; or
    - (iii) The adjudication of issues remitted pursuant to an Order of Court made under Section 27(8)(b) of the Act, as the case may be.
  - (c) Any reference to “*Applicant*” shall refer to:
    - (i) The Claimant or the Respondent, as the case may be, who lodges an Adjudication Review Application; or
    - (ii) The Claimant or the Respondent, as the case may be, in whose favour an Order of Court has been made under Section 27(8)(b) of the Act for issues to be remitted to the Adjudicator for determination, and who wishes to proceed with such remission.
  - (d) Any reference to “*Determination*” shall refer to:
    - (i) The Determination issued by the Adjudicator in respect of an Adjudication Application; or

- (ii) The Determination issued by the Adjudicator in respect of an Adjudication Review Application; or
  - (iii) The Determination in relation to which an Order of Court has been made under Section 27(8)(b) of the Act for issues to be remitted to the Adjudicator for determination; or
  - (iv) The Determination rendered in relation to issues which were remitted to the Adjudicator pursuant to an Order of Court made under Section 27(8)(b) of the Act,  
as the case may be, and includes any amendment thereof.
- (e) Any reference to a “Party” shall be a reference to the Claimant or the Respondent in an Adjudication Application, or in an Adjudication Review Application, or in the remission of issues to the Adjudicator for determination pursuant to an Order of Court made under Section 27(8)(b) of the Act, as the case may be, and “Parties” shall mean both the Claimant and the Respondent.

## 2 Fees

### Adjudication Application

- 2.1 The Claimant in an Adjudication 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 E**.
- 2.2 The total fees and expenses of the Adjudicator, as indicated in the Determination issued by the Adjudicator, will be paid out of the deposit paid by the Claimant. The Claimant may, subsequent to the issue of the Determination, seek a reimbursement of the costs of the Adjudication (*if applicable*) from the Respondent in accordance with the apportionment of costs as determined by the Adjudicator in his/her Determination.

### Adjudication Review Application

- 2.3 The Applicant in an Adjudication Review Application shall pay the Adjudication Review 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 E**.
- 2.4 The total fees and expenses of the Adjudicator, as indicated in the Determination issued by the Adjudicator, will be paid out of the deposit paid by the Applicant. The Applicant may, subsequent to the issue of the Determination, seek a reimbursement of the costs of the Adjudication (*if applicable*) from the other Party in accordance with the apportionment of costs as determined by the Adjudicator in his/her Determination.

### Remission Application

- 2.5 The Applicant in the remission of issues to the Adjudicator for determination (“Remission”)

pursuant to an Order of Court made under Section 27(8)(b) of the Act (“**Remission Order**”) shall pay:

- (a) An Application Fee (“**Remission Application Fee**”) in the same amount as the Adjudication Application Fee paid by the Claimant upon lodgment of the Adjudication Application in the first instance; and
- (b) The deposit for the Adjudicator Fee which shall be payable as if the Remission is a fresh Adjudication Application, and which shall be calculated in accordance with the Fee Schedule in **Annex E** on the basis of the total amount originally claimed in the Adjudication Application in the first instance.

#### Refund of Deposit

2.6 Where a Party is entitled to a refund of the deposit or any part of the deposit paid by that Party, SMC shall endeavour to make the refund to the Party within 21 working days of the earlier of the following dates:

- (a) date of the Determination; or
- (b) date of notice of withdrawal of the Adjudication Application or the Adjudication Review Application or the Remission (as the case may be) given in accordance with the Act and the Regulations.

#### Conference Venues

2.7 If the conference venues of SMC are to be used for an Adjudication, the costs of rental of such venues shall be paid upfront to SMC at least 3 days in advance. 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.

#### Overseas Service of Documents

2.8 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.

### **3 Lodgment of Documents**

#### General

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 to SMC after the above opening hours shall be treated as lodged the next working day.

- 3.3 All documents lodged with SMC shall be clearly typed (i.e. not handwritten) and printed on A4 sized paper. Accompanying documents should be clearly labelled and paginated.
- 3.4 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.
- 3.5 SMC is not under any obligation to inquire into or verify the accuracy, authenticity and/or completeness of the documents submitted by a Party, or of any information contained therein. It shall solely be the Party's responsibility to ensure that the documents submitted to SMC are in compliance with the Act, the Regulations and the Adjudication Rules.
- 3.6 Where any documents submitted by a Party to SMC are submitted in soft copies, they shall be comprised in USB flash drives only, and it shall be the Party's responsibility to ensure that all of the documents therein can be read and downloaded.
- 3.7 If the Adjudicator requires a Party to provide documents in addition to those required to be lodged with SMC under the Act or the Regulations or the Adjudication Rules, the Adjudicator may request these additional documents from the Party directly. The Party shall provide the requested documents directly to the Adjudicator and shall keep SMC copied in their correspondence with the Adjudicator.
- 3.8 Where a document lodged by a Party is required to be served by SMC on another Party, SMC shall, for the purposes of such service, be entitled to rely only on the service address and/or the email address as indicated in the document and to effect service at that address. It shall be the responsibility of the Party lodging that document to ensure that the service address and/or email address indicated in the document is valid and effectual for the purposes of such service.
- 3.9 SMC's acceptance of any document lodged by a Party shall not constitute or be construed as SMC's acceptance or acknowledgment of the validity or correctness of the document.

### Adjudication Application

- 3.10 An Adjudication Application shall be made by way of lodging the following documents:
- (a) Two (2) sets of:
    - (i) original duly completed and signed Adjudication Application Form (Form AA-1) (**Annex A**);
    - (ii) accompanying documents containing identical content; and
  - (b) Payment for the Adjudication Application Fee and the deposit for the Adjudicator Fee (the "Fees"). Where the Fees exceed SGD5,000, such payment shall be made by way of a cheque issued by the representing law firm (if legally represented) or a cashier's order made payable to the "*Singapore Mediation Centre*". Where the Fees are SGD5,000 or below, such payment may be made by way of a cheque issued by the Claimant.
- 3.11 If the Claimant is not legally represented at the time of lodgment of the Adjudication Application but is later represented, the Claimant shall upon obtaining such legal representation submit to SMC a letter of authorisation from the Claimant authorising the relevant law firm to act on the Claimant's behalf.

### Adjudication Response

- 3.12 An Adjudication Response shall be made by way of lodging two (2) sets of the following documents:
- (a) Original duly completed and signed Adjudication Response Form (Form AR-1) (**Annex B**);
  - (b) Accompanying documents containing identical content.
- 3.13 If the Respondent is not legally represented at the time of lodgment of the Adjudication Response but is later represented, the Respondent shall upon obtaining such legal representation submit to SMC a letter of authorisation from the Respondent authorising the relevant law firm to act on the Respondent's behalf.

### Adjudication Review Application

- 3.14 An Adjudication Review Application shall be made by way of lodging the following documents:
- (a) Four (4) sets of:
    - (i) original duly completed and signed Adjudication Review Application Form (Form ARA-1) (**Annex C**);
    - (ii) accompanying documents containing identical content;

- (b) Payment for the Adjudication Review Application Fee and the deposit for the Adjudicator Fee (the “Fees”). Where the Fees exceed SGD5,000, such payment shall be made by way of a cheque issued by the representing law firm (if legally represented) or a cashier’s order made payable to the “*Singapore Mediation Centre*”. Where the Fees are SGD5,000 or below, such payment may be made by way of a cheque issued by the Applicant.

3.15 If the Applicant is not legally represented at the time of lodgment of the Adjudication Review Application but is later represented, the Applicant shall upon obtaining such legal representation submit to SMC a letter of authorisation from the Applicant authorising the relevant law firm to act on the Applicant’s behalf.

#### Remission Application

3.16 An Applicant wishing to proceed with the Remission pursuant to a Remission Order shall make an application for Remission by way of lodging the following documents (“*Remission Documents*”) with SMC within 7 days of the Remission Order but in any event before the date of commencement as specified in the Remission Order:

- (a) Two (2) sets of:
  - (i) original duly completed and signed Remission Application Form (Form REM-1) (**Annex D**);
  - (ii) copy of the Remission Order;
  - (iii) copy of the Determination; and
  - (iv) grounds and scope of the Remission.
- (b) Payment for the Remission Application Fee and the deposit for the Adjudicator Fee (the “Fees”). Where the Fees exceed SGD5,000, such payment shall be made by way of a cheque issued by the representing law firm (if legally represented) or a cashier’s order made payable to the “*Singapore Mediation Centre*”. Where the Fees are SGD5,000 or below, such payment may be made by way of a cheque issued by the Applicant.

3.17 If the Applicant is not legally represented at the time of lodgment of the Remission Documents but is later represented, the Applicant shall upon obtaining such legal representation submit to SMC a letter of authorisation from the Applicant authorising the relevant law firm to act on the Applicant’s behalf.

## **4 Appointment of Adjudicator**

4.1 Upon lodgment of an Adjudication Application or an Adjudication Review Application, SMC shall appoint a person (or persons, as the case may be) to act as the Adjudicator.

4.2 Where, in relation to the same Determination, the Claimant and the Respondent has each lodged an Adjudication Review Application:

- (a) Both Adjudication Review Applications shall be dealt with and administered by SMC

together as one single application, provided that each Applicant shall remain liable to pay the Fees for its own Adjudication Review Application separately from that lodged by the other Applicant;

- (b) SMC shall appoint the same Adjudicator for both Adjudication Review Applications, and both applications shall be determined by the same Adjudicator, who shall be entitled to be paid his/her Adjudicator Fee for each application separately.
- 4.3 Where an Applicant has lodged Remission Documents, SMC shall, within 7 days after receipt of the Remission Documents, appoint the Adjudicator and give notice of such appointment to the Applicant and to the other Party. In this respect:
- (a) SMC shall in the first instance invite the original Adjudicator who had issued the Determination ("**Original Adjudicator**") to act as the Adjudicator in the Remission;
  - (b) If the Original Adjudicator for any reason fails to accept the appointment by the close of business on the next working weekday immediately following the date on which the invitation was made by SMC, SMC shall appoint a replacement adjudicator to act as the Adjudicator in the Remission, provided always that the Original Adjudicator shall be obliged to accept the appointment unless he/she has, as at the time of SMC's invitation, become ineligible to act as Adjudicator by virtue of Regulation 11(2) of the Regulations.
- 4.4 SMC shall appoint a person (or persons, as the case may be) who, in its view, is (or are) suitably qualified to serve as the Adjudicator. If a person fails to respond to SMC's invitation to accept appointment as Adjudicator within the time prescribed by SMC in the invitation, SMC may take such action as it deems appropriate to appoint another person as the Adjudicator.
- 4.5 A person invited to accept appointment as Adjudicator, or who has been appointed as Adjudicator, shall promptly disclose any circumstances which render him/her, or which are likely to render him/her, ineligible to act or to continue acting as Adjudicator by virtue of Regulation 11(2) of the Regulations.
- 4.6 The Adjudicator shall comply with the **Code of Conduct of Adjudicators** in **Annex F**.
- 4.7 The Adjudicator shall be bound by the **Disciplinary Rules for Adjudicators** in **Annex G**.
- 4.8 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 as determined by SMC from time to time.
- 4.9 The Adjudicator (or any member of his/her firm or company) shall not act for any of the Parties at any time in connection with the subject matter of the Adjudication.
- 4.10 The Adjudicator and SMC are not agents of, or acting in any capacity for, any of the Parties.

The Adjudicator is not an agent or servant or contractor of SMC.

- 4.11 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 Determination.
- 4.12 SMC may take such action as provided in the Act where an Adjudicator fails to deliver his/her Determination within the timelines prescribed by the Act and Regulations.

## **5 SMC's Role**

- 5.1 SMC shall be responsible for the appointment of the Adjudicator, and shall where appropriate make arrangements for the administration of the Adjudication, including:
- (a) organising a venue 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 or the Adjudication Rules, including but not limited to any advice on the requirement for any documents which should be filed with an Adjudication Application, Adjudication Response, Adjudication Review Application or Remission, nor any advice on the validity or correctness or sufficiency of any documents lodged with SMC.

## **6. Appointment of Replacement Adjudicator**

- 6.1 If a Party notifies SMC in writing ("*Party's Disqualification Notice*") that the Adjudicator has ceased to meet the eligibility criteria for adjudicators or has become unable to perform the Adjudicator's duties for any reason ("*Disqualifying Matters*"), SMC shall, by the close of business on the next working weekday immediately following receipt of the Party's Disqualification Notice, notify the Adjudicator and the other Party in writing ("*SMC's Notice*") of the Party's Disqualification Notice and serve a copy thereof on the Adjudicator and on the other Party.
- 6.2 The Adjudicator and the other Party shall, by the close of business on the next working weekday immediately following receipt of SMC's Notice, respond in writing ("*Response*") to the matters alleged in the Party's Disqualification Notice. The Response shall be served on SMC and on the Party who gave the Party's Disqualification Notice.
- 6.3 If SMC is satisfied, after taking into account any Response duly given by the Adjudicator and/or the other Party, that the Disqualifying Matters have occurred, SMC shall, within 7 days after receiving the Party's Disqualification Notice, appoint another Adjudicator in replacement of the original Adjudicator, and notify all relevant parties of such appointment.
- 6.4 If the Adjudicator notifies SMC in writing ("*Adjudicator's Disqualification Notice*") of any



Disqualifying Matters, or if the Adjudicator resigns for any reason, SMC shall, within 7 days after receiving the Adjudicator's Disqualification Notice or the Adjudicator's resignation, appoint another Adjudicator in replacement of the original Adjudicator, and notify all relevant parties of such appointment.

- 6.5 SMC shall be deemed to have become aware of the Disqualifying Matters only upon (but not before) receiving the Party's Disqualification Notice or the Adjudicator's Disqualification Notice, whichever is the earlier.

## **7 Confidentiality**

- 7.1 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.

## **8 Waiver of Liability**

- 8.1 No liability shall lie against an Adjudicator with respect to anything done or omitted to be done in the discharge or purported discharge of his/her functions or duties under the Act and the Regulations.
- 8.2 No liability shall lie against SMC or any person acting under the direction of SMC with respect to anything done or omitted to be done in good faith in the discharge or purported discharge of SMC's functions of nominating adjudicators under the Act and the Regulations, and in good faith and with reasonable care in the discharge or purported discharge of any other functions or duties of SMC under the Act and the Regulations.

## **9 Determinations**

- 9.1 All Determinations shall be made in writing and shall be binding on the Parties in accordance with the Act and the Regulations.
- 9.2 Parties shall only be entitled to receive the Determination upon full payment of the Fees (and, where applicable, the full payment of the costs of overseas service) as advised by SMC. SMC shall be entitled to withhold the Determination from the Claimant and the Respondent until full payment of the Fees (and, where applicable, the full payment of the costs of overseas service) has been received.
- 9.3 A Determination shall be served within two working days from the date of the Determination.

## **10 Withdrawal**

- 10.1 Where the Adjudication Application is withdrawn by the Claimant, the Claimant shall be liable to pay all Fees incurred in relation to the Adjudication up to and including the date on which the Adjudication Application is withdrawn.

- 10.2 Where the Adjudication Review Application is withdrawn by the Applicant, the Applicant shall be liable to pay all Fees incurred in relation to the Adjudication up to and including the date on which the Application Review Application is withdrawn.
- 10.3 Where the Remission is withdrawn by the Applicant, the Applicant shall be liable to pay all Fees incurred in relation to the Remission up to and including the date on which the Remission is withdrawn.
- 10.4 The effective date of withdrawal of the Adjudication Application or Adjudication Review Application or Remission, as the case may be, is the date of the service of the withdrawal notice pursuant to Section 20 of the Act. SMC shall not be obliged to give any acknowledgment that the withdrawal has been validly effected.

## 11 Payment of Adjudicated Amount into ANB’s Trust Account for Adjudication Review Application

11.1 Where the Respondent is required to pay the adjudicated amount to SMC in relation to the lodgment of an Adjudication Review Application pursuant to Section 18(3) of the Act:

- (a) The Respondent shall pay the adjudicated amount directly into the trust account maintained by SMC pursuant to Section 28A of the Act (“**Trust Account**”). The particulars of the Trust Account are as follows:

Account Name:	BCISOPA ANB - ADJUDICATED AMOUNT CLIENT ACCOUNT
Bank:	United Overseas Bank Limited
Account Number:	6313080185
Swift Code:	UOVBSGSG
Bank Code:	7375
Branch Code:	630
Bank Address:	United Overseas Bank Limited 80 Raffles Place Singapore 048624

- (b) It shall be solely the Respondent’s responsibility to ensure that the adjudicated amount has been credited in full into the Trust Account as at the time of lodgment of the Adjudication Review Application, and to procure and provide documentary evidence of that fact. The Respondent shall include such documentary evidence in the Adjudication Review Application, and it shall be solely the Respondent’s responsibility to satisfy the Adjudicator that the Respondent has duly paid the adjudicated amount in full into the Trust Account prior to lodging the Adjudication Review Application, in compliance with the Act and the Regulations;
- (c) In any event, SMC shall have no obligation whatsoever to inquire or ascertain whether any adjudicated amount is required to be paid by the Respondent to SMC, or whether the adjudicated amount has been paid into the Trust Account as

at the time of lodgment of the Adjudication Review Application.

## **12 Communications**

12.1 All communications by a Party to the Adjudicator shall be copied to the other Party and SMC.

## **13 Amendments to the Adjudication Rules**

13.1 SMC reserves the right to amend and/or vary these Adjudication Rules at any time and from time to time without prior notification, at its sole discretion, in accordance with the Act and Regulations.

### **Annexes**

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

### **Issued by:**

Singapore Mediation Centre

15 December 2019

**ADJUDICATION APPLICATION FORM AA-1**

Adjudication Application Reference No. \_\_\_\_\_

**INSTRUCTIONS**

1. Please submit:
  - **Two (2) original duly completed and signed/stamped copies** of the Adjudication Application 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	<u>Opening Hours:</u> 9 am to 4:30 pm <i>(Mon to Fri, except public holidays)</i> 9 am to 12:00 pm <i>(Eves of Christmas, New Year &amp; Chinese New Year)</i>
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  - Payment for the Adjudication Application Fee and the deposit for the Adjudicator Fee (the "Fees"). Where the Fees exceed SGD5,000, such payment shall be made by way of a cheque issued by the representing law firm (if legally represented) or a cashier's order made payable to the "Singapore Mediation Centre". Where the Fees are SGD5,000 or below, such payment may be made by way of a cheque issued by the Claimant.
2. SMC will not accept any lodgment 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. Please read and take note of the provisions of the prevailing SMC Adjudication Rules.

**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*:	[ ]
Service Address:	[ ] Postal Code: [ ] Tel No: [ ]      Fax No: [ ] Email Address: [ ]
Name/Designation of Authorised Representative:	[ ] Email Address: [ ]
Payee Name & Bank Account details: (For the refund of the balance of deposits, if any)	[ ]
<b>Contact Particulars of Legal Representatives</b> (if applicable)	
Name:	[ ]
Law Firm:	[ ]
Service Address:	[ ] Postal Code: [ ]

**ANNEX A**

	Tel No: [ ] Fax No: [ ] Email Address: [ ]
Reference Number:	[ ]

**SECTION B  
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:	[ ] Email Address: [ ]
<b>Contact Particulars of Legal Representatives (if applicable)</b>	
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:	[ ]
Contact Person:	[ ]
Service Address:	[ ]  Postal Code: [ ] Tel No: [ ] Fax No: [ ] Email Address: [ ]
Name of Owner:	[ ]
Contact Person:	[ ]
Service Address:	[ ]  Postal Code: [ ] Tel No: [ ] Fax No: [ ] Email Address: [ ]

## ANNEX A

### 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 made with Respondent):	[ ]
Date of Contract:	[ ] (dd/mm/yy)
Date of Main Contract (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 provide 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:	SGD [ ] (inclusive/exclusive of GST)
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):	SGD [ ] (inclusive/exclusive of GST)
<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):	SGD [ ]
<b>Claimed Amount:</b>	<b>SGD [ ] (inclusive/exclusive of GST)</b>

## ANNEX A

### SECTION F

**LIST OF ATTACHMENTS** (please provide two (2) sets of each attachment)

- |  |
|--|
| <input type="checkbox"/> Relevant Contractual Terms and Conditions                         |
| <input type="checkbox"/> Payment Claim   |
| <input type="checkbox"/> Payment Response Received (if any)                                |
| <input type="checkbox"/> Notice of Intention to Apply for Adjudication                     |
| <input type="checkbox"/> Other relevant documents (e.g. expert reports, photographs, etc.) |
| Please indicate: [ ]   |
| Please use continuation sheet if space provided is insufficient.                           |

### SECTION G

#### PAYMENT

Cheque/Cashier's Order\* No. [ ] of amount: SGD [ ] being:

**Adjudication Application Fee**

- Application Fee of SGD642 (inclusive of GST); and

**Deposit for Adjudicator Fee**

- Deposit of SGD2,400, where the claimed amount is SGD24,000 or less; **or**
- Deposit of SGD [ ], where the claimed amount exceeds SGD24,000  
(10% of the claimed amount or SGD33,600, whichever is lower).

**Pursuant to the Building and Construction Industry Security of Payment Regulations, SMC shall be entitled to collect additional deposits where applicable.**

The Claimant hereby applies for Adjudication of the referenced payment claim under the prevailing Building and Construction Industry Security of Payment Act (the "**Act**") and the prevailing Building and Construction Industry Security of Payment Regulations (the "**Regulations**") 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)

<b>OFFICIAL USE</b>	
Lodgment Date and Time:	
Remarks (if any):	

## **CHECKLIST FOR ADJUDICATION APPLICATION (“AA”)**

### **Payment Claim**

- The Payment Claim is for construction work carried out in Singapore, or prefab works or goods and services supplied in relation to construction work carried out in Singapore.
- There is a written document showing what the contract is.
- The Payment Claim is for works carried out and/or goods and services supplied under a single contract.
- (If the contract has been terminated)* The contract does not have any provision that allows the Respondent to suspend progress payments until a date or the occurrence of an event specified in that contract. If it does, and that date or event has not occurred yet, no adjudication can be applied for.
- (If the contract has been terminated)* The Payment Claim is for construction work carried out, or goods or services supplied, before the termination of the contract.
- The Payment Claim states the claimed amount.
- The Payment Claim states the reference period to which the payment claim relates.
- The Payment Claim makes reference to the contract to which it relates.
- The sum claimed in the Payment Claim is inclusive of GST (if GST registered).
- The Payment Claim contains:
  - a. a breakdown of the items constituting the claimed amount;
  - b. the description of the items claimed;
  - c. the quantity or quantum of each item; and
  - d. the calculations showing how the claimed amount is derived.

### **Notice of Intention to Apply for Adjudication/ Adjudication Application**

- The Notice of Intention to Apply for Adjudication (“NOI”) contains the prescribed particulars such as:
  - a. the names and service addresses of the Claimant and the Respondent;
  - b. the date of the notice;
  - c. the particulars of the contract (project title/reference, contract number/description/date the contract was made);
  - d. the claimed amount;
  - e. the response amount (if any); and
  - f. a brief description of the Payment Claim dispute.
- The service address of the Respondent has been verified.



- The amount claimed in the AA (including GST) is not more than the amount claimed in the Payment Claim (including GST).
- If the amount claimed in the AA is different from that claimed in the Payment Claim, this has been explained in the AA.
- A copy each of the Payment Claim served on the Respondent, the Payment Response (if provided by the Respondent) and the NOI are contained in the AA.
- Evidence of service (e.g. transmittal/ acknowledgment receipt) of the Payment Claim and the NOI is contained in the AA.
- All the relevant extracts of the contract, including the extracts that are relied on to establish the entitlement to the claim amount, are contained in the AA.
- All documents to substantiate the claimed amount are included:
  - a. documents to substantiate the calculation of the works claimed;
  - b. documents to substantiate the rate(s) applied;
  - c. documents to substantiate that the works claimed have been completed
  - d. relevant instructions for variation orders claimed (if any); and
  - e. supporting third party quotations, invoices and/or receipts (if applicable).
- For variation claims:
  - a. there is evidence of the variation instruction;
  - b. documents showing what the variations are;
  - c. evidence to show that the variation works have been carried out;
  - d. calculation showing how the variation quantity is derived; and
  - e. evidence showing the rates use for the variation claim.
- The 7-days Dispute Settlement Period has ended and the AA is lodged within 7 days after the expiry of the Dispute Settlement Period.
- The AA form has been completed and all details and application fees prescribed in the AA Form are duly furnished and prepared.

## ADJUDICATION RESPONSE FORM AR-1

Adjudication Application Reference No. \_\_\_\_\_

## INSTRUCTIONS

1. 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                      Opening Hours:  
 1 Supreme Court Lane                              9 am to 4:30 pm  
 Level 4    *(Mon to Fri, except public holidays)*  
 Singapore 178879                                      9 am to 12:00 pm  
 Tel No: 6332 4366                                      *(Eves of Christmas, New Year & Chinese New Year)*
2. SMC will not accept any lodgment 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. Please read and take note of the provisions of the prevailing SMC Adjudication Rules.

SECTION A  
INFORMATION ON RESPONDENT

Name of Respondent: (Entity Name/Name as in NRIC*)	[Click and start typing to add data]
ACRA Registration/Identification Number*:	[ ]
Service Address:	[ ] Postal Code: [ ] Tel No: [ ]                      Fax No: [ ] Email Address: [ ]
Name/Designation of Authorised Representative:	[ ] Email Address: [ ]
<b>Contact Particulars of Legal Representatives (if applicable)</b>	
Name:	[ ]
Law Firm:	[ ]
Service Address:	[ ] Postal Code: [ ] Tel No: [ ]                      Fax No: [ ] Email Address: [ ]
Reference Number:	[ ]

## ANNEX B

### SECTION B INFORMATION ON CONTRACT

Date of <u>Main Contract</u> :	[ ] (dd/mm/yy)
Project Title or Reference (or a brief description of the project):	[ ]
Contract Number (or a brief description of the contract made with Claimant):	[ ]
Date of Contract:	[ ] (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 provide payment response <input type="checkbox"/> Accepted response amount not fully paid

### SECTION C INFORMATION ON ADJUDICATION RESPONSE

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)

<b>OFFICIAL USE</b>	
Lodgment Date and Time:	
Remarks (if any):	

**ADJUDICATION REVIEW APPLICATION FORM ARA-1**

Adjudication Review Application Reference No. \_\_\_\_\_

**GENERAL INSTRUCTIONS**

1. 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	<u>Opening Hours:</u> 9 am to 4:30 pm ( <i>Mon to Fri, except public holidays</i> ) 9 am to 12:00 pm ( <i>Eves of Christmas, New Year &amp; Chinese New Year</i> )
--	--
  - Payment for the Adjudication Review Application Fee and the deposit for the Adjudicator Fee (the "Fees"). Where the Fees exceed SGD5,000, such payment shall be made by way of a cheque issued by the representing law firm (if legally represented) or a cashier's order made payable to the "Singapore Mediation Centre". Where the Fees are SGD5,000 or below, such payment may be made by way of a cheque issued by the party applying for review.
2. SMC will not accept any lodgment 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. Please read and take note of the provisions of the prevailing SMC Adjudication Rules.

**PAYMENT INSTRUCTIONS FOR ADJUDICATION REVIEW APPLICATION FEE AND DEPOSIT FOR THE ADJUDICATOR FEE**

Where the Fees for the Adjudication Review Application exceed SGD5,000, such payment shall be made by way of a cheque issued by the representing law firm (if legally represented) or a cashier's order made payable to the "Singapore Mediation Centre". Where the Fees are SGD5,000 or below, such payment may be made by way of a cheque issued by the party applying for review.

Where the Fees for the Adjudication Review Application are paid to SMC by electronic bank transfer, they shall be paid only into the following bank account ("Deposit Account"):

<b>Bank:</b>	<b>United Overseas Bank Limited</b>
<b>Account Number:</b>	<b>1463028481</b>
<b>Bank Code:</b>	<b>7375</b>
<b>Branch Code:</b>	<b>046</b>
<b>Name of Organisation:</b>	<b>Singapore Mediation Centre</b>

## ANNEX C

### PAYMENT INSTRUCTIONS FOR ADJUDICATED AMOUNT TO ANB (SECTION 18(3) OF THE ACT)

Where the Applicant is the Respondent, the Adjudicated Amount shall be paid *only* into the following bank account ("Trust Account"):

<b>Account Name:</b>	<b>BCISOPA ANB - ADJUDICATED AMOUNT CLIENT ACCOUNT</b>
<b>Bank:</b>	<b>United Overseas Bank Limited</b>
<b>Account Number:</b>	<b>6313080185</b>
<b>Swift Code:</b>	<b>UOVBSGSG</b>
<b>Bank Code:</b>	<b>7375</b>
<b>Branch Code:</b>	<b>630</b>
<b>Bank Address:</b>	<b>United Overseas Bank Limited 80 Raffles Place Singapore 048624</b>

### SECTION A RIGHT TO APPLY FOR REVIEW

Party Applying for Review ("Applicant")	Claimant / Respondent
Adjudication Application Reference No:	[click and start typing to add data]
Adjudicated Amount:	[SGD ]
Claimed Amount	[SGD ]
Response Amount:	[SGD ]
<b>Adjudication Review Amount (Difference between Claimed Amount and Adjudicated Amount where Applicant is the Claimant):</b>	[SGD ]
<b>Adjudication Review Amount (Difference between Adjudicated Amount and Response Amount where Applicant is the Respondent):</b>	[SGD ]
<b>NOTES</b>	
1. Adjudication Review Amount shall be SGD100,000 or more before a Review Application can be lodged.	
2. <b>One (1) Adjudicator</b> shall be appointed if the Adjudication Review Amount is SGD100,000 or more but is less than SGD1 million.	
3. A panel of <b>three (3) Adjudicators</b> shall be appointed if the Adjudication Review Amount is SGD1 million or more.	

### SECTION B

#### LIST OF ATTACHMENTS (Please provide four (4) sets of each attachment)

- Proof of Payment of Adjudicated Amount to SMC's Trust Account (where Applicant is the Respondent)
- Copy of the Adjudication Determination
- Copy of the Adjudication Application
- Copy of the Adjudication Response

**ANNEX C**

**SECTION C  
PAYMENT FOR ADJUDICATION REVIEW APPLICATION FEE AND DEPOSIT FOR THE  
ADJUDICATOR FEE**

Cheque/Cashier's Order\* No. [ ] of amount SGD [ ] being:

**Adjudication Application Fee**

Application Fee of SGD1,284 (inclusive of GST); and

**Deposit for Adjudicator(s) Fee**

Deposit of SGD [ ] (10% of the claimed amount\* in SOP/AA [ ] of [ ] or SGD33,600, whichever is the lower).

**Pursuant to the Building and Construction Industry Security of Payment Regulations (“the Regulations”), SMC shall be entitled to collect additional deposits, where applicable, in the manner set out in the Regulations.**

*\* “claimed amount” means the whole or part of any progress payment claimed by a Claimant in a payment claim, and includes any interest payable under the Building and Construction Industry Security of Payment Act.*

**Sections D and E below are to be completed only if the information is different from that stated in Section A and B of the original Adjudication Application Form AA-1.**

**SECTION D  
INFORMATION ON CLAIMANT**

Name of Claimant: (Entity Name/Name as in NRIC*)	[Click and start typing to add data]
ACRA Registration/Identification Number*:	[ ]
Service Address:	[ ] Postal Code: [ ] Tel No: [ ] Fax No: [ ] Email Address: [ ]
Name/Designation of Authorised Representative:	[ ] Email Address: [ ]
Payee Name & Bank Account details: (For the refund of the balance of deposits, if any)	[ ]
<b>Contact Particulars of Legal Representatives (if applicable)</b>	
Name:	[ ]
Law Firm:	[ ]
Service Address:	[ ] Postal Code: [ ] Tel No: [ ] Fax No: [ ] Email Address: [ ]
Reference Number:	[ ]

**ANNEX C**

**SECTION E  
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:	[ ] Email Address: [ ]
<b>Contact Particulars of Legal Representatives (if applicable)</b>	
Name:	[ ]
Law Firm:	[ ]
Service Address:	[ ]  Postal Code: [ ] Tel No: [ ] Fax No: [ ] Email Address: [ ]
Reference Number:	[ ]

The Applicant hereby applies for an Adjudication Review of the Adjudication Determination under the prevailing Building and Construction Industry Security of Payment Act (the “**Act**”) and the prevailing Building and Construction Industry Security of Payment Regulations (the “**Regulations**”) and requests the Authorised Nominating Body to appoint Adjudicator(s) for the Adjudication Review. The Applicant hereby agrees to abide by the prevailing SMC Adjudication Rules.

Name of Applicant/Authorised Representative:	[ ]
Authorised Signature & Organisation Stamp (if applicable):	
Date:	[ ] (dd/mm/yy)

<b>OFFICIAL USE</b>	
Lodgment Date and Time:	
Remarks (if any):	

**REMISSION APPLICATION FORM REM-1**

Remission Application Reference No. \_\_\_\_\_

**INSTRUCTIONS**

1. Please submit:
  - **Two (2) original duly completed and signed/stamped copies** of the Remission Application 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	<u>Opening Hours:</u> 9 am to 4:30 pm <i>(Mon to Fri, except public holidays)</i> 9 am to 12:00 pm <i>(Eves of Christmas, New Year &amp; Chinese New Year)</i>
--	--
  - Payment of the deposit (in such amount as specified by SMC) for the fees payable to SMC in respect of the Remission as specified in the prevailing SMC Adjudication Rules (“Remission Fees”). Where the Remission Fees exceed SGD5,000, such payment must be made by way of a cheque issued by the representing law firm (if legally represented) or a cashier’s order made payable to the “*Singapore Mediation Centre*”. Where the Remission Fees are SGD5,000 or below, such payment may be made by way of a cheque issued by the Applicant.
2. SMC will not accept any lodgment 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. Please read and take note of the provisions of the prevailing SMC Adjudication Rules.

**SECTION A**

**INFORMATION ON PARTY APPLYING FOR DETERMINATION OF REMITTED ISSUES**

Party Applying for Determination of Remitted Issues (“Applicant”)	Claimant / Respondent
Payee Name & Bank Account details: (For the refund of the balance of deposits, if any)	[ ]
Adjudication Application/Adjudication Review Application Reference No.	[click and start typing to add data]
Date of Remitted Determination (“Remitted Determination”)	[click and start typing to add data]
Name of Adjudicator who issued the Remitted Determination (“Adjudicator”)	[click and start typing to add data]
Date of commencement under the Order of Court (“Remission Order”)	[click and start typing to add data]



**ANNEX D**

**SECTION B**

**LIST OF ATTACHMENTS** (Please provide two (2) sets of each attachment)

<input type="checkbox"/> Copy of the Remission Order
<input type="checkbox"/> Copy of the Remitted Determination
<input type="checkbox"/> Grounds and Scope of Remission (include in separate attachment if necessary)
[ ]

**SECTION C**

**PAYMENT**

Cheque/Cashier's Order\* No. [ ] of amount SGD [ ] being:

**Remission Application Fee**

Remission Application Fee of SGD642 (inclusive of GST); and

**Deposit for Remission Application**

Deposit of SGD [ ] (10% of the claimed amount\* in SOP/AA [ ] of [ ] or SGD33,600, whichever is the lower).

**Pursuant to the prevailing Building and Construction Industry Security of Payment Regulations ("the Regulations"), SMC shall be entitled to collect additional deposits, where applicable, in the manner set out in the Regulations.**

*\* "claimed amount" means the whole or part of any progress payment claimed by a claimant in a payment claim, and includes any interest payable under the prevailing Building and Construction Industry Security of Payment Act.*

Sections D and E below are to be completed **only** if the information is different from that stated in Section A and B of the original Adjudication Application Form AA-1.

**SECTION D**

**INFORMATION ON CLAIMANT**

Name of Claimant: (Entity Name/Name as in NRIC*)	[Click and start typing to add data]
ACRA Registration/Identification Number*:	[ ]
Service Address:	[ ] Postal Code: [ ] Tel No: [ ] Fax No: [ ] Email Address: [ ]
Name/Designation of Authorised Representative:	[ ] Email Address: [ ]
<b>Contact Particulars of Legal Representatives</b> (if applicable)	
Name:	[ ]
Law Firm:	[ ]
Service Address:	[ ] Postal Code: [ ] Tel No: [ ] Fax No: [ ]

**ANNEX D**

	Email Address: [ ]
Reference Number:	[ ]

**SECTION E  
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:	[ ] Email Address: [ ]
<b>Contact Particulars of Legal Representatives (if applicable)</b>	
Name:	[ ]
Law Firm:	[ ]
Service Address:	[ ]
	Postal Code: [ ] Tel No: [ ] Fax No: [ ] Email Address: [ ]
Reference Number:	[ ]

The Applicant hereby applies for the determination of issues which have been remitted pursuant to the prevailing Building and Construction Industry Security of Payment Act ("the Act") and requests the Authorised Nominating Body to administer the remission of the Adjudication Determination / Adjudication Review Determination\* pursuant to the Act. The Applicant hereby agrees to abide by the prevailing SMC Adjudication Rules.

Name of Applicant/Authorised Representative:	[ ]
Authorised Signature & Organisation Stamp (if applicable):	
Date:	[ ] (dd/mm/yy)

<b>OFFICIAL USE</b>	
Lodgment Date and Time:	
Remarks (if any):	

\* Delete as applicable

**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**".

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

## ANNEX E

- (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

**SINGAPORE MEDIATION CENTRE  
CODE OF CONDUCT FOR ADJUDICATORS**

*Published pursuant to the prevailing Building and Construction Industry Security of Payment Act*

**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 prevailing **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 comply and act in accordance with the prevailing Building and Construction Industry Security of Payment Act (the "**Act**"), the prevailing Building and Construction Industry Security of Payment Regulations (the "**Regulations**") and the prevailing SMC Adjudication Rules ("**Adjudication Rules**"), and maintain the integrity and fairness of the adjudication process.
- 2.2 An Adjudicator shall not take up any appointment as Adjudicator if he/she is unable to comply with Rule 2.1 above, and shall withdraw from the process if circumstances render it no longer possible for him/her to do so.

**Rule 3 – Conflict of Interest**

- 3.1 Before and throughout the adjudication process, an Adjudicator shall promptly disclose any circumstances which render him/her, or which are likely to render him/her, ineligible to act or to continue acting as Adjudicator by virtue of the Regulations.
- 3.2 Where an Adjudicator is or becomes aware that he/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 only if he/she is appropriately qualified or experienced to act as Adjudicator in the matter referred to him/her.
- 4.2 An Adjudicator shall not make or allow to be made on his/her behalf any representation about the Adjudicator's experience or expertise which is misleading or deceptive or likely to mislead or deceive.

**Rule 5 – Natural Justice**

- 5.1 The Adjudicator shall ensure that the parties have a reasonable opportunity to address all matters, including the relevant provisions of the Act and Regulations, on which an Adjudication Determination turns.

## **ANNEX F**

### **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 Determination, an Adjudicator shall furnish to SMC, 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 abide by such practice directions as may be issued from time to time by SMC.

### **Rule 11 – Conduct of an Adjudicator**

- 11.1 An Adjudicator shall not conduct himself/herself in a manner that will bring SMC into disrepute.

Issued by:

Singapore Mediation Centre  
15 December 2019

**SINGAPORE MEDIATION CENTRE  
DISCIPLINARY RULES FOR ADJUDICATORS**

*Published pursuant to the prevailing Building and Construction Industry Security of Payment Act*

**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 in relation to the Complaint 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:

## ANNEX G

- (a) no more than 20 members who are senior adjudicators<sup>1</sup>; and
- (b) no more than 10 members who are non-adjudicators.

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 extended time as the Chairperson of the PCP may allow in writing, 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 Senior Adjudicator who is a lawyer of at least 15 years standing or such other persons of sufficient seniority as the

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<sup>1</sup> *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 G

Chairperson of the PCP may deem fit to appoint. The 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 to in the Complaint, the Response and the Reply (if any);
- (d) operate on the civil burden of proof, namely the balance of probabilities; and
- (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 extended time as the Chairperson of the PCP may allow in writing). 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**").

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- 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, or within such extended time as the Chairperson of the PCP may allow in writing, the DAT may, by majority vote:
- (a) dismiss the Appeal and uphold the DIC Determination; or
  - (b) allow the Appeal and set aside the DIC Determination; or
  - (c) uphold the DIC Determination but 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.
- 7.7 The DAT is entitled to proceed only on the materials properly lodged with SMC 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.

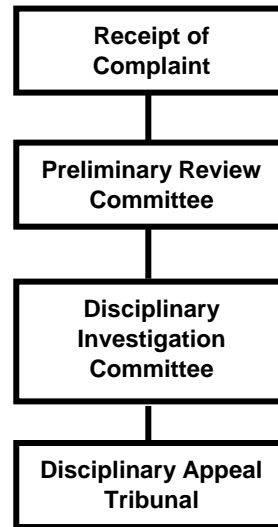
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**9. Overview of the Disciplinary Rules**

*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*



**Issued by:**

Singapore Mediation Centre  
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