

SINGAPORE CONSTRUCTION MEDIATION CENTRE

DISPUTE CONSULTATION CLINIC

CONSULTATION PROCEDURE

1. Introduction and Definitions

- 1.1 The Dispute Consultation Clinic (“**DCC**”) is established under the auspices of the Singapore Construction Mediation Centre (“**SCMC**”) with the objective of providing consultations in relation to disputes arising out of building and construction projects in particular.
- 1.2 All DCC consultations shall be carried out in accordance with the consultation procedure described below (the “**Procedure**”).
- 1.3 In this Procedure, unless the context otherwise requires:
 - (a) “**Consultant**” means the individual who is appointed to conduct a consultation in accordance with the Procedure;
 - (b) “**Requesting Party**” means the party who requests for a consultation in accordance with the Procedure; and
 - (c) “**Secretariat**” means the Secretariat of the Singapore Contractors Association Limited who is responsible for providing administrative services (as defined in paragraph 12 below) (the “**Services**”) in relation to the consultations.

2. Request for consultation

- 2.1 The Requesting Party shall submit to the Secretariat a duly completed and signed request for consultation in the form set out in Appendix A and pay the non-refundable prescribed fee set out in Appendix C.
- 2.2 The Requesting Party shall be represented by duly authorised representative(s) at all material times. The duly authorised representative(s) shall submit the signed letter(s) of authorisation upon request by the Secretariat.
- 2.3 By signing the request form, the Requesting Party agrees to observe, comply with and abide by the Procedure.
- 2.4 If the Requesting Party fails to pay the prescribed fee in accordance with paragraph 2.1 above, the Secretariat shall not be required to take any further action in relation to the request.

3. Appointment of Consultant

- 3.1 Within ten (10) days of the submission of the request form, the Secretariat shall appoint the relevant Consultant(s). If the Requesting Party specifies any criteria for the choice of consultant in its request form, the Secretariat may take them into consideration, but the selection and appointment of the relevant Consultant(s) shall be at the Secretariat’s sole and absolute discretion.
- 3.2 Upon appointment of the relevant Consultant(s), the Secretariat shall give written notice to the Requesting Party of the appointment and the consultation date fixed.

3.3 The Consultant(s) appointed shall observe, comply with and abide by the Procedure (including the Code of Conduct in Appendix B and the fee schedule in Appendix C).

4. Changes to the date of consultation session

4.1 If the consultation date is fixed and any of the Consultant(s) is unable to attend the session due to exigencies, the said Consultant shall endeavour to give written notice of the same to the Secretariat at least three (3) working days prior to the session. The Secretariat shall then notify the Requesting Party in writing and seek confirmation on whether the Requesting Party wishes to proceed with the consultation on the original date fixed. In such event, the following provisions shall apply:

- (a) if the Requesting Party wishes to proceed on the original consultation date, the Secretariat shall appoint a replacement Consultant who is available on the said date and notify the Requesting Party of the same in writing.
- (b) if the Requesting Party is agreeable to re-fixing the consultation date, the Secretariat shall coordinate with the Requesting Party and the Consultant(s) to re-fix the same.

4.2 If the consultation date is fixed (or re-fixed pursuant to paragraph 4.1 above, as the case may be) and the Requesting Party is unable to attend the session due to exigencies, the Requesting Party shall give written notice of the same to the Secretariat at least three (3) working days prior to the session and propose alternative dates for the consultation. In such event, the following provisions shall apply:

- (a) the Secretariat shall give written notice of the above to the Consultant(s) appointed and coordinate with the Consultant(s) and the Requesting Party to re-fix a date for consultation.
- (b) if the Requesting Party's notice is for postponement of the session for the third or more times, or the Requesting Party is unable to confirm the consultation date within three (3) months from the date of submission of the request form, whichever is earlier, the Secretariat is entitled (but is not obliged) to treat the request as having been cancelled by the Requesting Party and the Secretariat is entitled to terminate its Services as well as cease all further action in relation to the said request. In such event, should the Requesting Party wish to pursue its request for consultation at a later juncture, it is required to submit a new request form in accordance with paragraph 2.1 above.

5. Cancellation of consultation session

5.1 If the Requesting Party wishes to cancel the consultation session, it should give written notice of the same to the Secretariat at least three (3) working days prior to the session.

5.2 In the event of such cancellation, the Requesting Party agrees to bear 100% of the prescribed fee and acknowledges that there shall be no refund of the fee paid.

6. Duration of consultation session and available time slots

6.1 The consultation in respect of each request form shall be conducted in a single session with a maximum duration of two (2) hours. The Consultant(s) may conduct the consultation in any manner as they see fit.

6.2 The Requesting Party may be assigned a consultation session in any of the following time slots: 9.00am to 11.00am, 11.00am to 1.00pm, 2.00pm to 4.00pm and 4.00pm to 6.00pm.

7. Mode of consultation

7.1 The consultation may be conducted by way of a physical session or by video conferencing or a combination of these modes.

7.2 Where the consultation is conducted by video conferencing:

- (a) the video conferencing platform to be used shall be prescribed by the Secretariat;
- (b) the Requesting Party and the Consultant(s) shall not hold the Secretariat or any of its officers, employees or agents liable or responsible in any respect for the use of the prescribed platform for the conduct of consultation, or any consequence arising from it; and
- (c) the Secretariat shall provide the login details and password for the consultation session where necessary. If a password is provided by the Secretariat, the Requesting Party and the appointed Consultant(s) shall keep the password secure and shall not disclose the password (whether intentionally or otherwise) to any third person or unauthorised person.

7.3 Where the consultation is conducted by way of a physical session at the Secretariat's premises:

- (a) the Secretariat shall implement, and the Requesting Party as well as the appointed Consultant(s) shall observe, comply with and abide by, all measures and requirements as are prescribed by or under the laws of Singapore or any rules and guidelines promulgated or issued by the relevant authorities in relation to the prevailing public health situation (the "**Health Measures**");
- (b) if the Requesting Party and/or any of the appointed Consultant(s) breaches any Health Measure during the physical consultation session, the breaching party shall indemnify the Secretariat against any loss, damage, cost, expense, claim, demand or action suffered or incurred by the Secretariat by reason of or arising from such breach.

7.4 Regardless of whether the mediation is conducted by way of a physical session or by video conferencing:

- (a) the Secretariat is entitled to limit the number of representatives sent by the Requesting Party to attend the consultation session;
- (b) all recording and/or photography in any form or medium is strictly prohibited; and
- (c) the Secretariat shall have the right to summarily exclude from the consultation session any person who fails, refuses and/or neglects to comply with this paragraph 5.4.

8. Documents

8.1 The Requesting Party shall bring along and provide all necessary documents, information and/or evidence for the consultation as it deems fit.

8.2 For the avoidance of doubt, it is not the Secretariat's responsibility to enforce compliance with paragraph 8.1 above.

9. Additional charges (if applicable)

Where the duration of the consultation session exceeds two (2) hours, the Requesting Party agrees to pay the applicable additional charges based on the rate prescribed in Appendix C at such time as the Secretariat may specify.

10. Confidentiality

- 10.1 The consultation shall be conducted in confidence and on a without-prejudice basis. No transcript or formal record will be made, and neither the Requesting Party nor the appointed Consultant(s) shall make any audio or video recording or take photographs of the consultation session.
- 10.2 All persons involved in the consultation shall keep confidential and shall not use for any ulterior or collateral purpose:
- (a) any advice, evaluations, recommendations, suggestions, views and/or comments provided; and
 - (b) all documents, information and/or evidence as well as all instructions given and discussions conducted in relation to the matters in dispute.

11. Termination of consultation

The consultation shall terminate upon the first to occur of the following events:

- (a) the Secretariat terminating its Services pursuant to any of the provisions in the Procedure;
- (b) the consultation session being cancelled or deemed to be cancelled by the Requesting Party; or
- (c) the completion of the consultation session on the consultation date fixed.

12. Services

12.1 The Services to be provided by the Secretariat includes the following:

- (a) selecting the Consultant(s);
- (b) appointing the Consultant(s);
- (c) fixing the date for consultation in accordance with the Procedure;
- (d) organising the physical venue of the consultation session or the video conferencing platform for the conduct of the consultation, as the case may be;
- (e) providing liaison between the Requesting Party and the Consultant(s) (including coordinating the consultation date(s)); and
- (f) providing general administrative support for the conduct of the consultation.

12.2 For the avoidance of doubt, the Services shall not include the provision of any legal advice nor the interpretation of any legislation or statutory provision.

12.3 Where any provision in the Procedure refers to a period of time within which any act is to be done or any event is to occur, the Secretariat may at its sole discretion extend that period or date. Where the Secretariat has extended such a period or date referred to in a provision, that provision shall apply as if the period or date referred to in that provision is replaced by the period or date so extended by the Secretariat.

13. Exclusion of liability

13.1 The Requesting Party shall not make any demand or allegation and/or commence any claim, action or proceedings against the relevant Consultant(s) and/or the Secretariat (or any of its officers, employees or representatives) for any matter in connection with, in relation to and/or arising from:

- (a) the Services provided by the Secretariat as set out at paragraph 12 above;
- (b) the conduct of the consultation by the Consultant(s);
- (c) the issues or matters in respect of which consultation was sought; and
- (d) any other matters in relation to the consultation.

13.2 Without prejudice to paragraph 13.1 above:

- (a) the Consultant(s) shall not be liable to any Requesting Party for any negligence, act or omission in connection with the conduct of the consultation;
- (b) the Secretariat (including its officers, employees or representatives) shall not be liable to any Requesting Party for any negligence, act or omission in connection with its Services or otherwise in connection with the administration of the consultation sessions;
- (c) the Requesting Party shall not call the Consultant(s) or the Secretariat (including its officers, employees or representatives) as a witness, consultant, arbitrator or expert in any proceedings in relation to the issues or matters to which the consultation relates.

14. Amendments to the provisions of the Procedure

The Secretariat reserves the right to amend and/or vary the provisions of the Procedure at any time and from time to time without prior notification and at its sole discretion.

15. Interpretation

In the event of any ambiguity or inconsistency in the provisions of the Procedure, the Secretariat's interpretation of the same shall be final and binding on the Requesting Party and the Consultant(s).

Appendices

Appendix A: DCC Request for Consultation - *Please click here.*

Appendix B: DCC Code of Conduct for Consultants - *Please click here.*

Appendix C: DCC Consultation Fee Schedule - *Please click here.*