

THE COUNCIL FOR ESTATE AGENCIES ARBITRATION SUB-SCHEME

*SINGAPORE INSTITUTE OF ARBITRATORS – COUNCIL FOR ESTATE AGENCIES
ARBITRATION RULES*

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Rule 1 - Title / Introduction

- 1.1 Where a matter has been referred for arbitration under the Council for Estate Agencies (“CEA”) Arbitration Sub-Scheme and the Singapore Institute of Arbitrators (“SIArb”) is the selected approved arbitration centre, these Rules (the “SIArb-CEA Rules” or “Rules”) shall apply. The Parties agree and shall be taken to have agreed to resolve their disputes under or pursuant to these Rules or such versions thereof from time to time in force at the commencement of arbitration. Such reference to arbitration shall be pursuant to and in accordance with the provisions of any applicable agreement which has been entered into between a Client and a Licensed Estate Agent on or after 1 January 2011 in the form of estate agency agreement which has been prescribed by the Estate Agents (Estate Agency Work) Regulations 2010 (“Work Regulations”).
- 1.2 The Registered Salesperson who had acted for the Licensed Estate Agent in connection with a relevant transaction shall not be a party to, but shall participate in the arbitration proceedings, attend all and any hearing(s), render information and documents for any documents-only arbitration and do such acts as ordered or directed by the arbitrator for the proper disposal of the dispute.
- Without prejudice to any obligation imposed by law on the Registered Salesperson, it shall additionally be the duty of the Licensed Estate Agent to use its best endeavours and take all reasonable steps to procure due compliance of the above by the Registered Salesperson.
- 1.3 Parties may put forward and present his or her or their own case(s) or may appoint a legal practitioner to do so on his behalf.
- 1.4 Any costs incurred by parties in engaging a legal practitioner shall be borne by the Parties themselves and such costs shall not be claimable in the arbitration.

Rule 2 - Commencement of Arbitration

- 2.1 Before arbitration is carried out, there must be an indication that:

- (a) CEA has been informed of the outcome of the attempt to try to resolve the matter between the parties by mediation; and
 - (b) that either the Client has decided not to mediate or the mediation has not resulted in resolving the matter.
- 2.2 The Party starting arbitration under these Rules (the “**Claimant**”) shall submit a request in Form 1 to the SI Arb, together with payment of the prescribed fees in Schedule 1 in the proportion stated in Rule 7.1.
- 2.3 If the Claimant is a Client, the Claimant shall serve Form 1 on the Respondent Licensed Estate Agent at the registered address of the Licensed Estate Agent and on the SI Arb, together with proof that Form 1 has been served on such Licensed Estate Agent.
- 2.4 If the Claimant is a Licensed Estate Agent, the Claimant shall:
- (a) serve Form 1 on the SI Arb and the Client, together with proof that Form 1 has been served on the Client;
 - (b) provide evidence to the SI Arb that the agreed process of mediation has been completed or is unsuccessful or that the Client has elected not to mediate; and
 - (c) provide evidence to the SI Arb that the Client has agreed in writing to arbitration under or pursuant to these Rules.
- 2.5 Arbitration commences on the date when the SI Arb receives Form 1.

Rule 3 - Appointment of Arbitrator

- 3.1 Unless otherwise informed by the Parties that an agreement has been reached as to the choice of arbitrator, the President or Vice-President of the SI Arb shall appoint an arbitrator from the panel of arbitrators designated by the SI Arb for the CEA Arbitration Sub-Scheme (the “**Arbitrator**”), and inform the Parties of the appointment in Form 2 within 7 working days of receipt of each of the following:

- (a) Form 1; and
 - (b) The requisite deposit from the Claimant.
- 3.2 Any Party objecting to the Arbitrator shall inform the SIArb of such objections, in Form 3, within 7 working days of being informed of the appointment, giving brief reasons why the appointment is being objected to. The President or Vice President shall decide on the objection and if allowed, appoint a substitute arbitrator as soon as reasonably possible.

Rule 4 - Arbitration Procedure

- 4.1 Within 14 working days of receiving Form 1, the Respondent shall submit to the Arbitrator, the SIArb and the Claimant, a defence and counterclaim (if any) in Form 4.
- 4.2 Within 14 working days of receiving Form 4, the Claimant shall submit to the Arbitrator, the SIArb and the Respondent, a reply and defence to counterclaim (if any) in Form 5.

Rule 5 - Arbitration Proceedings

- 5.1 The Arbitrator shall have the widest discretion allowed by law to conduct the arbitration proceedings so as to ensure the just, expeditious, economic and final determination of the dispute.
- 5.2 In all cases, the Arbitrator shall act fairly and impartially and ensure that each Party has a reasonable opportunity to present its case.
- 5.3 The arbitration shall be by documents-only unless a Party specifically requests for a hearing and the Arbitrator determines a hearing to be necessary. Any hearings shall take place not later than 120 days from the commencement of arbitration.

- 5.4 Hearings and meetings, if required, between the Arbitrator and the Parties may take place in person or through any form of telecommunications commonly available to the Arbitrator and the Parties.
- 5.6 All other procedural matters in the arbitration shall be determined by directions of the Arbitrator which may be set out in correspondence.
- 5.7 The place of the arbitration shall be Singapore.
- 5.8 The language of the arbitration shall be English.
- 5.9 The Arbitrator may require the Parties to submit to him and to any other Party to the arbitration such further documents or information as he considers to be necessary or appropriate..

Rule 6 - Award

- 6.1 The Arbitrator shall publish a written award which shall state the date and place it was made and be signed by the Arbitrator.
- 6.2 The Arbitrator need only state summary reasons for his award unless requested by either Party to do so before issuing his award, in which event, the Arbitrator shall be obliged to state his full reasons for his award.
- 6.3 Where there is a request for a fully reasoned award from the Arbitrator, pursuant to Rule 6.2 above, there shall be a 20% increase in the Arbitrator's fees. The party making the request shall pay to the SIArb at the time of making the request an additional 20% on account of the Arbitrator's increased fees for the provision of the fully reasoned award. For the avoidance of doubt, such additional payment or deposit shall also be subject to the award of costs under Rule 7.6

- 6.4 Notwithstanding Rules 6.2 and 6.3, in cases where the sum in dispute (as the term is used in Rule 7.8) does not exceed \$60,000, the Award shall and need only contain summary reasons.
- 6.5 The Arbitrator shall deliver the award to the SI Arb and the SI Arb shall, upon payment of all fees and other amounts due, serve a copy of the Award on each of the Parties.
- 6.6 For a documents-only arbitration the Arbitrator shall publish his award within 120 days from the commencement of the arbitration.
- 6.7 In the case of an arbitration where a hearing was held, the Arbitrator shall publish his award within 180 days from the commencement of the arbitration.

Rule 7 – Costs & Deposits

- 7.1 The Parties shall pay to the SI Arb the prescribed fees in Schedule 1 in the following proportions:

Licensed Estate Agent	50%
Client	50%

Where there is more than one Claimant or one Respondent, each of the Claimant and Respondent shall bear a pro-rata proportion of the prescribed fees.

- 7.2 Such payments set out in Rule 7.1 above shall be paid in the case of the:

7.2.1 Claimant, at the time Form 1 is served on the SI Arb; and

7.2.2 Respondent, within 14 working days of the commencement of arbitration.

- 7.3 The SI Arb shall, from time to time, be entitled to request Parties to furnish deposits and additional deposits towards the costs and expenses of arbitration

(including prospective out pocket expenses) in the proportions set out in Rule 7.1 above.

- 7.4 If either Party fails to pay their fees or deposits as required under these Rules, the Arbitrator may, following consultation with the SIArb, refuse to hear the claims or counter-claims, whichever is applicable, by the non-complying Party, although the Arbitrator may, but shall not be obliged to, proceed to hear the claims or counterclaims by any Party who has complied with orders.
- 7.5 The SIArb shall be entitled to keep the interest from all deposits or other sums furnished by the Parties and no Party shall be entitled to any interest on such amounts.
- 7.6 Subject to Rule 7.7, in making his award, the Arbitrator shall among other things decide how the deposits or amounts paid are to be utilised and who is to bear costs (including fees) and expenses and in what proportions, provided that in any event the Arbitrator shall in the Award:
- (a) Order the Licensed Estate Agent to pay at least the proportion of the costs (including fees) and expenses of arbitration set out in Rule 7.1;
 - (b) Never order a Client to pay more than the proportion of the costs (including fees) and expenses of arbitration set out in Rule 7.1

Provided, however, where and only where the Client has acted frivolously, vexatiously or in abuse of process, the Arbitrator may order the Client to pay an appropriate proportion or amount as determined by the arbitrator in excess in such proportion set out in Rule 7.1 up to the full costs (including fees) and expenses of arbitration.

- 7.7 The costs of Parties incurred as a result of engaging a legal practitioner shall not be considered to be part of the costs and expenses of arbitration, and shall not form part of any costs order made by the Arbitrator.

- 7.8 The fees payable to the Arbitrator and the SIArb are those set out in Schedule 1. References made to the sum in dispute shall be the aggregate of the maximum amounts of both the Claim and the Counterclaim, if any.
- 7.9 Where the amount of the sum in dispute is not quantifiable, the minimum amount of fees shall be paid as an initial deposit. The Arbitrator shall from time to time be entitled to estimate or attribute a value to the matters in dispute and where this is done, the amounts of deposits and fees payable shall be adjusted accordingly.

Rule 8 – Confidentiality

- 8.1 All Parties and Arbitrator(s) involved in the arbitration shall at all times treat all matters relating to the proceedings and the award as confidential.
- 8.2 A Party, the Arbitrator or the SIArb shall not, without the written consent of all the Parties, disclose to a third Party any such matter except:
- a. for the purpose of making an application to any competent court of any state under the applicable law governing the arbitration;
 - b. for the purpose of making an application to the courts of any state to enforce or challenge the award;
 - c. pursuant to the order of or a subpoena issued by a court of competent jurisdiction;
 - d. to a Party's legal or other professional advisor for the purpose of pursuing or enforcing a legal right or claim;
 - e. in compliance with the provisions of the laws of any state which is binding on the Party making disclosure;

- f. in compliance with the request or requirement of any regulatory body or other authority if required under the law; or
 - g. in connection with the issuance of compiled statistics to be disclosed to CEA on arbitrations under the SIArb-CEA Rules, including but not limited to compiled statistics on settlement rates, outcome of arbitrations, classification of disputes and size of claims.
- 8.3 In this Rule, “matters relating to the proceedings” means the existence of the proceedings, and the pleadings, evidence and other materials in the arbitration proceedings created for the purpose of the arbitration and all other documents produced by another Party to the proceedings or the award arising from the proceedings but excludes any matter that is otherwise in the public domain.
- 8.4 When a Licensed Estate Agent fails to pay any deposit required or perform any obligations under these Rules, the SIArb shall be entitled to inform CEA of such failure.
- 8.5 Notwithstanding any other provision of the Rules, the Parties by arbitrating under these Rules agree that SIArb shall be required and entitled to provide a copy to the CEA of any award made in the arbitration.

Rule 9 – General

- 9.1 **Computation of Time.** When calculating periods of time under these Rules, such period shall begin to run on the day following the day when a notice, statement, document or other communication is received.
- 9.2 If the last day for compliance with any rule or direction is a Saturday, Sunday or Public Holiday in Singapore, the period for compliance is extended to the next working day.
- 9.3 A “working day” means any day other than a Saturday, Sunday or a Public Holiday in Singapore.

- 9.4 The time periods set out in these Rules shall not be departed from unless the Arbitrator, for good reasons and after giving Parties opportunity to comment on the proposed extension, decides to extend the time periods.
- 9.5 **Applicable Arbitration Law.** The International Arbitration Act (Cap 143A) shall apply to the arbitration.
- 9.6 **Exclusion of liability.** The SIArb including its officers, employees or agents, or any arbitrator shall not be liable for:
- a. negligence for anything done or omitted to be done in connection with any arbitration conducted under the SIArb-CEA Rules; and
 - b. any mistake in law, fact or procedure made in the course of or in connection with arbitral proceedings or in the making or notifying of an award.
- 9.7 Any terms used in the Forms annexed herein shall bear the same meaning as defined in these Rules.
- 9.8 “Client” shall bear the meaning in the Act and shall for the avoidance of doubt include the applicable seller, buyer, landlord, or tenant, in each case whether prospective or actual, with whom the Licensed Estate Agent has entered into an agreement on or after 1 January 2011 in the prescribed forms under the Work Regulations.
- 9.9 Words using the singular or plural number also include the plural or singular number, respectively and words denoting any gender shall include all genders;
- 9.10 These Rules are issued in connection with the Estate Agents Act 2010 (No. 25 of 2010) (the “**Act**”), the Estate Agents (Dispute Resolution Schemes) Regulations 2011 (the “**Regulations**”) and the Terms of Reference of CEA Dispute Resolution Schemes (the “**Terms of Reference**”), and in the event of any inconsistency, the Act, the Work Regulations, the Regulations and Terms of Reference for the time

being applicable and any applicable estate agency agreement shall take precedence over these Rules. Any reference to any written law shall include where applicable any reference to any re-enactment, modification, amendment or repeal thereto.

Schedule 1

Table of Prescribed Fees

For Claims up to \$60,000

Administration Fees	\$750
Arbitrator's Fees	20% of the sum in dispute, subject to a minimum fee of \$1,000 and a maximum fee of \$2,500 for a documents-only arbitration.
	40% of the sum in dispute, subject to a minimum fee of \$2,000 and a maximum fee of \$5,000 if a hearing is conducted.

For Claims above \$60,000 and up to \$1,000,000

Administration Fees	\$2,000
Arbitrator's Fees	10% of the sum in dispute, subject to a maximum fee of \$25,000 for a documents-only arbitration.
	20% of the sum in dispute, subject to a maximum fee of \$50,000 if a hearing is conducted.

For Claims above \$1,000,000

Administration Fees	\$3,000
Arbitrator's Fees	\$25,000 plus 0.5% of the sum in dispute above \$1,000,000 for a documents-only arbitration, subject to a fee cap of \$50,000.
	\$50,000 plus 0.5% of the sum in dispute above \$1,000,000 if a hearing is conducted, subject to a fee cap of \$100,000.

Form 1 - Commencement of Arbitration and Statement of Claim

To : SIArb
Respondent
Sole Arbitrator (if already appointed)

DETAILS OF CLAIMANT(S)

Name:	
Address:	
Telephone:	
Mobile phone:	
Email:	
Facsimile:	

DETAILS OF CLAIMANT'S REPRESENTATIVE (IF ANY)

Representative's name:	
Relationship with Claimant:	
Address:	
Telephone:	
Mobile phone:	
Email:	
Facsimile:	

DETAILS OF RESPONDENT(S)

Name:	
Address:	
Telephone:	
Mobile phone:	
Email:	
Facsimile:	

1. Claimant declares that a dispute has arisen with the Respondent(s) mentioned above and requests that the dispute be referred to arbitration pursuant to the Singapore Institute of Arbitrators - Council for Estate Agencies Arbitration Rules.

2. State the details of the claim and indicate the amount involved, if any (please attach a separate sheet if space provided here is not sufficient.):

Details of claim:

Amount in dispute:

3. The supporting documents are¹ (please attach a separate sheet if space provided here is not sufficient.):

List of supporting documents:

4. From the arbitration, I/we hope to get the following results:

5. On appointment of Arbitrator²:

Yes, Parties have agreed to appoint _____ as sole arbitrator.

His/her contact details are as follows:

No, the SI Arb is to appoint sole arbitrator.

¹ Please include copies of all documents supporting the claim.

² Please tick where appropriate.

6. Claimant makes a deposit for the costs of the arbitration in the amount of _____
by way of cheque³/credit card.

Bank / Cheque No:	
Visa/Mastercard ⁴ No:	
Cardholder's Name:	
Expiry Date:	

7. I/We confirm that I/we give 2 sets of this form, including the attachments to the SI Arb.

Date: _____

Signature: _____

Name: _____

³ Cheque payment should be made to "Singapore Institute of Arbitrators"

⁴ Please delete as appropriate

Form 2 - Notice of Appointment of Arbitrator

To: 1. Claimant(s)
2. Respondent(s)

Copy: Sole Arbitrator

Dear Parties

SIArb's Reference No: _____

Arbitration between _____ **and**
_____ (under the SIArb-CEA Rules)

The President / Vice President of the SIArb have appointed Mr/Ms
_____ to act as sole arbitrator in this arbitration.

His/her contact details are as follows:

Date: _____

[SIArb's Secretariat]

c.c. The President/Vice-President of the SIArb

Form 3 - Notice of Objections to Arbitrator

To: SI Arb
Copy: [the other Party]

Dear Sir

SI Arb's reference No: _____

Arbitration between _____ **and**
_____ (under the SI Arb-CEA Rules)

I/We refer to your letter dated _____, appointing Mr/Ms
_____ to act as sole arbitrator.

I/We object to his/her appointment for the following reasons:

State the reasons for objections:

I/We list and attach the following document(s) to support our objections:

Date: _____

Signature: _____

Name: _____

Form 4 - Statement of Defence & Counterclaim

To: Sole Arbitrator (if already appointed)

Copy: Claimant

SIArb

SIArb's reference No: _____

Arbitration **between** _____ **and**
_____ (under the SIArb-CEA Rules)

1. Respondent [admits/denies]¹ Claimant's claim as stated in Claimant's Form 1, dated _____.
2. State the details of the defence, if any (please attach a separate sheet if space provided here is not sufficient.):

Details of defence (if any):

3. The documents in support of the defence are² (please attach a separate sheet if space provided here is not sufficient.):

List of supporting documents:

¹ Please delete where appropriate

² Please include copies of all the documents supporting the defence.

4. Respondent [has/does not have]³ a counterclaim in this arbitration.

5. State the details of the counterclaim (if any) (please attach a separate sheet if space provided here is not sufficient.):

Details of counterclaim (if any):

Counterclaim amount (if any):

6. The documents in support of the counterclaim are⁴ (please attach a separate sheet if space provided here is not sufficient.):

List of supporting documents:

Date: _____

Signature: _____

Name: _____

³ Please delete where appropriate

⁴ Please include copies of all the documents supporting the counterclaim.

Form 5 - Statement of Reply to Defence and Counterclaim

To: Sole Arbitrator

Copy: Respondent

SIArb

SIArb's reference No: _____

Arbitration **between** _____ **and**
_____ (under the SIArb-CEA Rules)

1. Claimant [admits/denies]¹ the Respondent's defence as stated in Form 4, dated _____.
2. State the details of the reply to defence (please attach a separate sheet if space provided here is not sufficient.):

Details of reply to defence:

¹ Please delete where appropriate

3. The documents in support of the reply to defence are (please attach a separate sheet if space provided here is not sufficient.)²:

List of supporting documents:

4. Claimant [admits/denies]³ the Respondent's counterclaim as stated in Form 4, dated _____.

5. State the details of the defence to counterclaim (please attach a separate sheet if space provided here is not sufficient.):

Details of defence to counterclaim:

² Please include copies of all documents supporting the reply to defence

³ Please delete where appropriate

6. The documents in support of the defence to counterclaim are (please attach a separate sheet if space provided here is not sufficient.)⁴:

List of supporting documents:

Date: _____

Signature: _____

Name: _____

⁴ Please include copies of all documents supporting the defence to counterclaim