



Singapore Institute of Architects

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ARBITRATION RULES

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Where any agreement, submission or references provides for arbitration under the Arbitration Rules of Singapore Institute of Architects, the parties shall be taken to have agreed that the arbitration shall be conducted in accordance with the following Rules, or such amended Rules as the Singapore Institute of Architects may have adopted to take effect before the commencement of the arbitration, subject to such modifications as the parties may agree in writing.

Article 1. Commencement of Arbitration

- 1.1 Any party wishing to commence an arbitration under these Rules ('the Claimant') shall send to the other party ('the Respondent') a written Notice of Arbitration ("the Notice of Arbitration") which shall include the following:
- (a) the names and addresses of the parties to the arbitration;
 - (b) a demand that the dispute be referred to arbitration;
 - (c) reference to the Contract out of which the dispute arises;

- (d) a brief statement describing the nature and circumstance of the dispute, and specifying the relief claimed;
 - (e) a statement of any matters (such as a list of proposed arbitrators) with respect to which the Claimant wishes to make a proposal.
- 1.2 The arbitration proceedings shall be deemed to commence on the date of receipt by the Respondent of the Notice of Arbitration.
- 1.3 For the purpose of facilitating the choice of arbitrators, within 28 days of receipt of the Notice of Arbitration, the Respondent may send to the Claimant a Response containing:
- (a) confirmation or denial of all part of the claims;
 - (b) a brief statement of the nature and circumstances of any envisaged counterclaims;
 - (c) comments, if any (including confirmation of agreement) in response to any proposals contained in the Notice of Arbitration;

(d) a list of proposed arbitrators (if any) for the Claimant's concurrence.

1.4 Failure to send a Response shall not preclude the Respondent from denying the claim nor from setting out a counterclaim in his Statement of Defence.

1.5 For the purposes of these Rules, any written notice or written communication may be delivered or sent by registered postal or courier service or transmitted by electronic mail or facsimile or delivered by any other means that provides a record of its delivery. It is deemed to have been received if it is delivered (i) to the addressee personally, (ii) to his habitual residence, place of business or designated address, (iii) to any address agreed by the parties, (iv) according to the practice of the parties in prior dealings, or (v) if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business.

1.6 For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day

when a notice is received. If the last day of such period is a Saturday, Sunday, Statutory or Public Holiday, the period is extended until the first business day following that date which itself is not a Saturday, Sunday, Statutory or Public Holiday. Saturdays, Sundays, Statutory and Public Holidays occurring during the currency of the period of time shall be included in calculating the period.

Article 2. Appointment of Arbitrator

- 2.1 The President or Vice President for the time being of the Singapore Institute of Architects ('the Appointing Authority') will appoint an Arbitrator to determine the dispute within 28 days following receipt by the Appointing Authority of the written request of either the Claimant or the Respondent for the appointment of an Arbitrator together with such information or particulars of the dispute as may be requested in writing by the Appointing Authority ("Request for Appointment"). A sole Arbitrator will be appointed unless the parties have agreed otherwise.

2.2 A Request for Appointment to the Appointing Authority to appoint an Arbitrator in accordance with these Rules shall be accompanied by:

- (a) copies of the Notice of Arbitration, the Response and any other related correspondence between the parties;
- (b) confirmation that a copy of the Notice of Arbitration has been served on the Respondent;
- (c) payment of a non-refundable appointment fee payable to the Appointing Authority under Article 2.3;
- (d) such other information as the Appointing Authority may require.

2.3 The Appointing Authority may require payment of an appointment fee for its services. If the applicant fails to make payment of the appointment fees by the deadline set by the Appointing Authority, the Appointing Authority shall decline to proceed with the Request for Appointment and shall inform the parties accordingly.

- 2.4 The fees payable to the Arbitrator appointed by the Appointing Authority shall be in accordance with the terms stated in the Letter of Notification of Appointment of Arbitrator sent by the Appointing Authority to the parties with a copy to the appointed Arbitrator.
- 2.5 In the event that all of the parties jointly object in writing to the Appointing Authority on the appointment of the Arbitrator under Article 2.1 providing valid reasons for their objections and provided the Appointing Authority determines that such objections are valid, the Appointing Authority shall within 45 days of the receipt of the objection, revoke the appointment of the current Arbitrator and appoint a new Arbitrator in his place. The Appointing Authority shall notify the parties of the new Arbitrator so appointed under this Article.
- 2.6 In the event of the demise of the appointed Arbitrator, or if he is unable to act, or refuses to act, the Appointing Authority will upon request by either party or on its own motion appoint another Arbitrator in his place.

Article 3. Independence of Arbitrator

- 3.1 Any Arbitrator (whether or not appointed by the parties) conducting an arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.
- 3.2 A prospective Arbitrator shall disclose to those who approach him in connection with his possible appointment including the Appointing Authority, any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.
- 3.3 An Arbitrator, from the time of his appointment and throughout the arbitration proceedings shall immediately disclose in writing any such circumstance (referred to in Article 3.2 above) to the parties and the other arbitrators (if any), unless they have already been informed by him of these circumstances.

Article 4. Communications between Parties and the Arbitrator

- 4.1 Where the Arbitrator sends any communication to one party, he shall send a copy to the other party.

- 4.2 Where a party sends any communication (including Statements, expert reports or evidentiary documents) to the Arbitrator, it shall be copied to the other party and be shown to the Arbitrator to have been so copied.
- 4.3 The addresses of the parties for the purpose of all communications during the arbitration proceedings shall be those set out in the Notice of Arbitration, or as either party may at any time notify to the Arbitrator and to the other party.

Article 5. Conduct of the Proceedings

- 5.1 In the absence of procedural rules agreed by the parties or contained herein, the Arbitrator shall have the widest discretion allowed by law to ensure the just, expeditious, economical, and final determination of the dispute.
- 5.2 In the case of a three-member arbitration tribunal the Chairman may, after consulting the other arbitrators, make procedural rulings alone.

Article 6. Submission of Written Statements and Documents

- 6.1 The Arbitrator may determine the periods of time within which the parties shall submit their written Statements. If no specific periods of time are determined by the Arbitrator, the parties shall proceed as set out under this Article.
- 6.2 Within 30 days of receipt by the Claimant of notification of the Arbitrator's appointment under Article 2.1, the Claimant shall send to the Arbitrator a Statement of Case setting out in sufficient detail the facts and any contentions of law on which it relies and the relief claimed.
- 6.3 Within 30 days of receipt of the Statement of Case, the Respondent shall send to the Arbitrator a Statement of Defence stating in sufficient details which of the facts and contentions of law in the Statement of Case he admits or denies, on what grounds, and on what other facts and contentions of laws he relies. Any Counterclaims shall be submitted with the Statement of Defence in the same manner as claims are set out in the Statement of Case.

- 6.4 Within 30 days of receipt of the Statement of Defence, the Claimant may send to the Arbitrator a Statement of Reply which, where there are Counterclaims, shall include a Defence to Counterclaims.
- 6.5 If the Statement of Reply contains a Defence to Counterclaims, the Respondent may within a further 30 days send to the Arbitrator a Statement of Reply regarding Counterclaims.
- 6.6 Copies of all Statements sent by one party to the Arbitrator shall be served on the other party.
- 6.7 The periods of time fixed by the Arbitrator for the submission of written statements (including the Statement of Case and Statement of Defence) shall not exceed forty-five (45) days. However the Arbitrator may extend the time-limits on such terms as he may deem appropriate.
- 6.8 As soon as practicable following completion of the submission of the Statements specified in this Article, the Arbitrator shall proceed in such manner as has been agreed by the parties, or pursuant to his authority under these Rules.

Article 7. Party Representatives

Any party may be represented by persons of their choice, subject to such proof of authority as the Arbitrator may require. The names and addresses of such representatives must be notified to the other party.

Article 8. Hearings

- 8.1 Unless the parties have agreed on documents-only arbitration, the Arbitrator shall hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral submission.
- 8.2 The Arbitrator shall fix the date, time and place of any meetings and hearings in the arbitration, and shall give the parties reasonable notice thereof.
- 8.3 The Arbitrator may in advance of hearings provide the parties with a list of matters, issues or questions to which he wishes them to give special consideration.
- 8.4 Without prejudice to the powers of the Arbitrator under Article 13, if any party to the proceedings fails to appear at a hearing of

which written notice has been given without showing sufficient cause for such failure, the Arbitrator may proceed with the arbitration and may make the Award after the party present has submitted evidence to prove his case.

8.5 All meetings and hearings shall be in private unless the parties agree otherwise.

8.6 The Arbitrator may direct that witnesses, including expert witnesses, be examined through means of telecommunication that do not require their physical presence at the hearing (such as video conference).

Article 9. Witness

9.1 The Arbitrator may require each party to give notice of the identity of the witnesses he intends to call.

9.2 The Arbitrator has the discretion to allow, limit or refuse to allow the appearance of witnesses, whether witnesses of fact or expert witnesses.

9.3 Any witness who gives oral evidence may be questioned by each party or his

representative, under the control of the Arbitrator, and may be required by the Arbitrator to testify under oath or affirmation. The Arbitrator may put questions at any stage of the examination of the witnesses.

- 9.4 Subject to such order or direction which the Arbitrator may make, the testimony of witnesses may be presented in written form, either as signed statements or by duly sworn affidavits. Subject to Article 9.2 any party may require that such a witness should attend for oral examination at a hearing. If the witness fails to attend, the Arbitrator may place such weight on the written testimony as he thinks fit, or may exclude it altogether.

Article 10. Experts Appointed by the Arbitrator

- 10.1 Unless otherwise agreed by the parties, the Arbitrator:

- (a) may appoint one or more experts to report to the Arbitrator on specific issues. A copy of the expert's terms of reference shall be provided to the parties;

(b) may require a party to give any such expert any relevant information or to produce, or to provide access to, any relevant documents, goods or property for inspection by the expert.

10.2 The expert shall, before accepting appointment, submit to the Arbitrator and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence.

10.3 Unless otherwise agreed by the parties, if a party so requests or if the Arbitrator considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing, at which the parties shall have the opportunity to question him and to present expert witnesses in order to testify on the points at issue.

10.4 The provisions of Articles 10.2 and 10.3 shall not apply to an assessor appointed by agreement of the parties, nor to an expert appointed by the Arbitrator to advise him solely in relation to procedural matters.

Article 11. Additional Powers of the Arbitrator

11.1 In addition to the powers of the Arbitrator conferred under any written law, the Arbitrator shall have the power to:

- (a) allow any party, upon such terms (as to costs and otherwise) as he shall determine, to amend claims, counterclaims, defences or replies;
- (b) make orders for the discovery of documents and for interrogatories;
- (c) extend or abbreviate any time limits provided by these Rules or by his directions;
- (d) conduct such enquiries as may appear to the Arbitrator to be necessary or expedient;
- (e) order the parties to make any property or thing available for inspection, in their presence, by the Arbitrator or any expert;

- (f) order any party to produce to the Arbitrator, and to the other party for inspection, and to supply copies of any documents or classes of documents in their possession, custody or power which the Arbitrator determines to be relevant.

11.2 If all the parties so agree the Arbitrator shall also have the power to:

- (a) add other parties to be joined in the arbitration with their express consent and make a single Final Award determining all disputes between them;
- (b) consolidate the arbitration proceedings with other arbitration proceedings and make a single Final Award determining all disputes between them.

11.3 The Arbitrator appointed in any consolidated arbitration proceedings shall have the power to hear the evidence in one dispute immediately before or after or at the same time as the evidence in the other dispute(s) and generally to act as closely as possible in each of the arbitration proceedings.

Article 12. Jurisdiction of the Arbitrator

12.1 In addition to the jurisdiction to exercise the powers defined elsewhere in these Rules, the Arbitrator shall have jurisdiction to:

- (a) determine any question of law arising in the arbitration;
- (b) receive and take into account such written or oral evidence as he shall determine to be relevant, whether or not strictly admissible in law;
- (c) rule on his own jurisdiction including any objections with respect to the existence or validity of the arbitration agreement.

Article 13. Default

13.1 If, within the period of time fixed by these Rules or the Arbitrator and without showing sufficient cause:

- (a) the Claimant has failed to communicate his Statement of Claim, the Arbitrator may issue an order for the termination of the arbitration proceedings, unless there are remaining matters that may need to

be decided and the Arbitrator considers it appropriate to do so;

(b) the Respondent has failed to communicate his response to the Notice of Arbitration or his Statement of Defence, the Arbitrator shall order that the arbitration proceedings continue, without treating such failure in itself as an admission of the Claimant's allegations. The provisions of this Article shall also apply to a Claimant's failure to submit a Defence to a Counterclaim or to a claim for the purpose of a set-off.

13.2 If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the Arbitrator may proceed with the arbitration proceedings and make an Award on the evidence before him.

Article 14. Deposit and Security

14.1 The Arbitrator may at any time direct the parties, in such proportions as he deems just, to make one or more deposits to secure the Arbitrator's fees and expenses. Such deposits shall be made to and held by the Arbitrator and

may be drawn from as required by the Arbitrator after he has given written notice to the parties of his intention to do so.

- 14.2 During the course of the arbitration proceedings, the Arbitrator may request supplementary deposits from the parties.
- 14.3 The Arbitrator shall have the power to order any party to provide security for the legal or other costs of any other party by way of deposit or bank guarantee or in any other manner the Arbitrator thinks fit.
- 14.4 The Arbitrator shall also have the power to order any party to provide security for all or part of any amount in dispute in the arbitration.
- 14.5 In the event that orders under Rules 14.1, 14.2, 14.3 or 14.4 are not complied with, the Arbitrator may refuse to hear the claims or counterclaims by the non-complying party, although it may proceed to determine claims or counterclaims by complying parties.

Article 15. Closure of Hearings

- 15.1 The Arbitrator may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, he may declare the hearing closed.
- 15.2 The Arbitrator may, if he considers it necessary owing to exceptional circumstances, decide, on his own initiative or upon application of a party, to reopen the hearings at any time before the Award is made.

Article 16. The Award

- 16.1 Unless all parties agree otherwise, the Arbitrator shall make his reasoned Award in writing within sixty (60) days from the date on which the hearing is declared closed. The Award shall state the date it is made and shall be signed by the Arbitrator.
- 16.2 Where there is more than one Arbitrator and they fail to agree on any one or more issues, they shall decide each issue by a majority. In the case of questions of procedure, where there is no majority, the presiding Arbitrator

may decide alone. If an Arbitrator refuses or fails to sign the Award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.

- 16.3 The Arbitrator shall be responsible for delivering the Award or certified copies thereof to the parties, provided that he has been paid his fees and expenses.
- 16.4 The Arbitrator may make separate awards on different issues at different times.
- 16.5 If, before the Award is made, the parties agree on a settlement of the dispute, the Arbitrator shall either issue an order of termination of the reference to arbitration or, if requested by both parties and accepted by the Arbitrator, record the settlement in the form of a consent Award. The Arbitrator shall then be discharged and the reference to arbitration concluded, subject to payment by the parties of any outstanding fees and expenses of the Arbitrator.
- 16.6 The Arbitrator may award simple or compound interest on any sum which is the subject of the arbitration proceedings at such rates as may have been agreed by the parties or in the absence of such agreement, as the

Arbitrator determines to be appropriate, in respect of any period which the Arbitrator determines to be appropriate.

- 16.7 By agreeing to have an arbitration under these Rules, the parties undertake to carry out the Award without delay.

Article 17. Correction of Awards and Additional Award

- 17.1 Within 30 days of receiving an Award, unless another period of time has been agreed upon by the parties, a party may by notice to the Arbitrator request the Arbitrator to correct in the Award any errors in computation, any clerical or typographical errors or any errors of similar nature. If the Arbitrator considers the request to be justified, he shall make the correction(s) within 30 days of receiving the request. Any correction shall be notified in writing to the parties and shall become part of the Award.

- 17.2 The Arbitrator may correct any error of the type referred to in Article 17.1 on his own initiative within 30 days of the date of the Award.

- 17.3 Unless otherwise agreed by the parties, a party may request the Arbitrator, within 30 days of receipt of the Award, and with notice to the other party, to make an additional Award as to claims presented in the reference to arbitration but not dealt with in the Award. If the Arbitrator considers the request to be justified, he shall notify the parties within 7 days and shall make the additional Award within 60 days of receipt of the request.
- 17.4 The provisions of Article 16 shall apply mutatis mutandis to any correction of the Award, and to any additional Award.

Article 18. Costs and Fees of the Arbitrator

18.1 Definition of costs of arbitration:

- (a) The Arbitrator shall fix the costs of arbitration in the Final Award and, if he deems appropriate, in another decision;
- (b) The term “costs of arbitration” includes:
- (i) the fees of the Arbitrator to be stated;
 - (ii) the reasonable travel and other expenses incurred by the Arbitrator;

- (iii) the reasonable costs of expert advice and of other assistance required by the Arbitrator;
- (iv) the reasonable travel and other expenses of witnesses;
- (v) the legal and other costs incurred by the parties in relation to the arbitration to the extent as determined by the Arbitrator;
- (vi) any fees and expenses of the Singapore Institute of Architects payable or paid by the parties;
- (vii) incidental costs including the costs of hire of the venue, transcription and recording costs.

18.2 The Arbitrator shall specify in the Award the total amount of his fees and expenses including but not limited to the reasonable costs of expert advice and other assistance required by the Arbitrator.

18.3 The fees and expenses of the Arbitrator shall be reasonable in amount, taking into account the amount in dispute, the complexity of the

subject matter, the time spent by the arbitrator and any other relevant circumstances of the case.

18.4 The costs of the arbitration shall in principle be borne by the unsuccessful party. However, the Arbitrator may apportion each of such costs of the arbitration between the parties if he determines that such apportionment is reasonable taking into account the circumstances of the case.

18.5 The Arbitrator shall determine the proportions in which the parties shall pay such fees and expenses, provided that the parties will be jointly and severally liable to the Arbitrator for payment of all such fees and expenses until they have been paid in full. If the Arbitrator has determined that all or any of his fees and expenses shall be paid by any party other than a party which has already paid them to the Arbitrator, the latter party shall have the right to recover the appropriate amount from the former.

18.6 The Arbitrator has power to order in his Award that all or part of the legal or other costs of one party in relation to the arbitration shall be paid by the other party or parties. Unless the parties have otherwise agreed,

such legal or other costs ordered by the Arbitrator shall be taxed by the Registrar of the High Court in the absence of any agreement between the parties on the amount of costs so ordered.

18.7 If the Arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the Final Award is made, the parties shall be jointly and severally liable to pay to the Arbitrator his fees and expenses as determined by him together with the charges of the Singapore Institute of Architects (if any).

Article 19. Exclusion of Liability

19.1 The Arbitrator, the Appointing Authority and the Singapore Institute of Architects and its employees shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules, save for the consequences of conscious and deliberate wrongdoing.

19.2 After the Award has been made and the possibilities of correction and additional Awards referred to in Article 17 have lapsed or been exhausted, neither the Arbitrator nor

the Appointing Authority shall be under any obligation to make any statement to any person about any matter concerning the arbitration, and no party shall seek to make any Arbitrator or the Appointing Authority or any officer or employee of the Singapore Institute of Architects a witness in any legal proceedings arising out of the arbitration.

Article 20. Waiver

A party which is aware of non-compliance with these Rules and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.

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