

ANNEX B

THE COUNCIL FOR ESTATE AGENCIES (CEA) MEDIATION SUB SCHEME

SINGAPORE INSTITUTE OF SURVEYORS AND VALUERS (SISV) SISV DISPUTE RESOLUTION CENTRE

CODE OF CONDUCT

This Code of Conduct applies to all persons appointed by the SISV Dispute Resolution Centre (Centre) of the Singapore Institute of Surveyors and Valuers to act as Mediators in sessions organised and held by the SISV Dispute Resolution Centre

(1) Acceptance of Appointment

The Mediator will before accepting his/her appointment, be satisfied that he will conduct the mediation expeditiously and impartially.

(2) Impartiality

The Mediator is committed to conducting the mediation impartially and fairly for the Parties, and will demonstrate so. The Mediator shall disclose any information that may lead to the impression that he may not be impartial or fair including that:

- (a) He/She has acted in any capacity for any of the Parties;
- (b) He/She has any confidential information about the Parties; or
- (c) He has a financial interest directly or indirectly in any of the Parties or the outcome of the mediation.

(3) The Mediation Procedure

The Mediator shall act in accordance with the SISV-CEA Mediation Rules of the Centre.

(4) Confidentiality

- (a) The Mediator will not disclose any document or information supplied for or disclosed in the course of the mediation. The Mediator will only disclose if required to do so by general law, or with the Parties' consent, or if such disclosure is necessary to implement or enforce any settlement agreement.
- (b) The Mediator or any member of his firm shall not act for any of the Parties in subsequent matters which are related to the subject matter of the mediation without the written consent of all the Parties.

(5) Settlement

- (a) The Mediator will undertake that any settlement agreement reached is recorded in writing and signed by the Parties unless the Parties request otherwise jointly.
- (b) A settlement agreement that is recorded in writing may take the form of an electronic record – signed by applying electronic signatures.

(6) Withdrawal

- (a) A mediator shall withdraw under the following circumstances:
 - (i) When he/she realises that he/she has breached any of the terms of the Code of Conduct;
 - (ii) If there is a request to do so in writing by any of the Parties; or
 - (iii) When he/she is required by any of the Parties to commit an act in breach of this Code or the SISV-CEA Mediation Rules.

The Mediator shall immediately inform the SISV Dispute Resolution Centre of his/her withdrawal.

- (b) The Mediator may withdraw if any of the following applies:
 - (i) Any of the parties breaches the Mediation Agreement or the SISV-CEA Mediation Rules;
 - (ii) He/She holds the opinion that there is no reasonable prospect of a settlement; or
 - (iii) The Parties have alleged that he/she is in breach of the Code of Conduct.

(7) Fees

- (a) The Mediator in his/her acceptance of the appointment agrees to the remuneration as fixed by the SISV Dispute Resolution Centre, and shall not make any unilateral arrangements with any of the Parties for additional fees.

(8) Evaluation / Review

The Mediator shall not evaluate the Parties' case unless requested by all the Parties to do so and provided he/she is able to make such an evaluation.