

ANNEX A

THE COUNCIL FOR ESTATE AGENCIES (CEA) MEDIATION SUB-SCHEME

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

THE MEDIATION AGREEMENT

THIS AGREEMENT is made between:

(1) The Singapore Institute of Surveyors and Valuers of 110 Middle Road #09-00 Chiat Hong Building Singapore 188968 (the "Centre")

(2)

Of

(the "Mediator")

(3)

Of

(4)

Of

WHEREAS

- A. The Parties endeavour to attempt in good faith to resolve their disputes without litigation.
- B. The Centre and the Mediator have agreed to provide mediation services to assist the Parties in resolving these matters.

IT IS AGREED as follows:

(1) Submission

- (a) The Parties agree and consent that any dispute arising out of or in connection with this claim shall be submitted to the Centre for mediation.
- (b) The Parties agree to abide by any settlement and to effect the terms if and as reached through the mediation.

(2) Terms and Process of Mediation

- (a) The Parties agree and consent to abide by the SISV-CEA Mediation Rules. The terms and process of mediation and the fees chargeable for the mediation service shall be governed and regulated by the SISV-CEA Mediation Rules.

(3) Names of Parties and Salesperson

(a) The Parties in the mediation and settlement of disputes are:

(i) Name of Claimant Party :

Name of Representative/s of Claimant Party:

NRIC No. or Passport No. of Representative/s of Claimant Party:

Licence No (if Estate Agent):

Address:

Contact No:

(ii) Name of Respondent Party:

Name of Representative/s of Respondent Party:

NRIC No. or Passport No. of Representative/s of Respondent Party:

Licence No (if Estate Agent):

Address:

Contact No:

(iii) Name of Salesperson of the Estate Agent who is to attend the mediation:

NRIC No or Passport No;

Registration No:

Address:

Mobile:

(4) Exclusion of Liability

(a) In consideration of the Centre and the Mediator providing the mediation services for the Parties:

(i) The Parties shall not make any claim whatsoever against the Mediator and/or the Centre, its officers and/or employees for any matter in connection with or in relation to the mediation; the services provided by the Mediator and/or Centre and/or the dispute between the Parties.

(ii) The Mediator shall not be liable to the Parties for any act or omission in connection with the services provided by the Mediator or in relation to the mediation, unless the act or omission is fraudulent or pertains to wilful misconduct.

(iii) The Centre shall not be liable to the Parties for any act or omission in connection with the services provided by the Mediator and/or the Centre or in relation to the mediation.

Signed by:

Signed by:

(Name and designation)
(For and on behalf of)

(Name and designation)
(for and on behalf of)

(Name of Party)

(Name of Party)

Witness:

Witness:

(Name and designation)

(Name and designation)

Signed by:

Signed by:

For and on behalf of the Centre

(Name of the Mediator)