

CONSUMERS ASSOCIATION OF SINGAPORE (CASE) MEDIATION CENTRE

The Council for Estate Agencies Mediation Sub-Scheme

CASE-CEA Mediation Rules

INTRODUCTION

1.1(i) The mediation process administered by the Consumers Association of Singapore (the "CASE") is governed by the CASE-CEA Mediation Rules as set out herein and subject to the Estate Agents Act 2010 (No. 25 of 2010) (the "Act") and the Estate Agents (Dispute Resolution Schemes) Regulations 2011 (the "Regulations"). The CASE-CEA Mediation Rules are enacted as part of the CEA Mediation-Arbitration Scheme (the "CEA Mediation-Arbitration Scheme") which is a dispute resolution scheme established under regulation 3 of the Regulations and the Terms of Reference of the CEA Dispute Resolution Scheme.

The Mediation Process

1.1(ii) All mediation sessions conducted by **CASE MEDIATION CENTRE (the Centre)** and all processes connected therewith shall be governed by the CASE-CEA Mediation Rules, and where parties have agreed to mediation by the Centre, they are deemed to have agreed to accept these Rules.

1.2 The CEA Mediation-Arbitration Scheme provides that all disputes between a licensed estate agent ("EA") and his client ("Client") arising from or relating to an estate agency agreement entered into between them on or after 1 January 2011, in the form prescribed by the Estate Agents (Estate Agency Work) Regulations 2010, including any question regarding the existence, validity or termination of the agreement between them, shall first be resolved in the following manner:

Mediation First

(i) The parties shall proceed to mediation under the mediation scheme prescribed by the CEA unless Client elects in writing not to mediate.

(ii) The EA may ask the Client in writing whether he elects to mediate or not and if he elects to mediate, which approved mediation centre the Client wishes to select. If the Client does not reply, make any election or select an approved mediation centre in writing within three weeks of receipt of such enquiry, he shall be deemed to have elected in writing not to proceed to mediation. If the client has elected to mediate and the client has selected CASE as the dispute resolution centre the dispute shall be submitted to CASE for mediation under the CASE-CEA Mediation Rules. If there is no settlement then the mediation is terminated pursuant to the CASE -CEA Mediation Rules.

1.3 The Parties to the mediation process shall be:

a Any EA under the Act, which may only be represented by any person authorised to make decisions on behalf of the EA in the conduct of any dispute resolution proceedings under the Regulations (up to 2 representatives per EA) . The Estate Agent must ensure that the salesperson (who represented the EA under the estate agency agreement under which the dispute arises) also attends the mediation; and

b Any current, or former Client of an EA who has entered into an estate agency agreement in the form prescribed by the Estate Agents (Estate Agency Work) Regulations

1.4 Parties to a dispute requiring mediation at the Centre will need to complete a form (the Agreement to Mediation) stating, among other things, the nature of the dispute, and the names, addresses and contact numbers of the parties involved , the licence number of the EA and registration number of the salesperson.

Agreement for Dispute Resolution Services

- 2.1 Before mediation is carried out, there must be an indication that CEA has been informed of the outcome of the attempt to resolve the matter between the parties.
- 2.2 In the case of a Client-initiated application by the Agreement to Mediation, the EA will be notified by the CASE of the Client's application within 10 days from the date of such application, and the EA will sign the Agreement to Mediation and provide the identity of the EA's representatives for the mediation to the CASE and the EA will also notify the salesperson to attend the mediation.
- 2.3 In the case of an EA-initiated application, it is the responsibility of the EA to obtain the Client's signature in the Agreement to Mediation to signify his prior agreement to participate in the mediation. The EA is to notify the salesperson to attend the mediation.

Appointment of Mediators

3. The Centre will appoint 2 persons from its panel of Mediators to act as Mediators. In its selection of the Mediators, the Centre shall attempt, to its best abilities, to match the skills, knowledge and experience of the Mediators with the circumstances of each case.

4. Except where the appointed mediators may have any prejudice, bias or personal interest in the case, or where any circumstances exist that may prevent them from carrying out their function fairly and impartially, the Centre's decision of the choice of mediators is final.

Parties Attending the Mediation

5. Parties are advised to attend the mediation personally. For businesses and companies, and exceptionally for individuals, a representative may be appointed for the mediation. Parties will confer to their representative full authority to act on their behalf and settle the dispute. Parties must also supply to the other party and the Centre in writing with the name of their representative(s) at least three (3) days

before the commencement of the mediation. The Estate Agent must ensure that its salesperson also attends the mediation.

The Mediation Session

6. After all parties have agreed to mediation, they shall, where possible, each provide the Centre with a Summary of Case, which is a brief statement outlining that party's point of view and thoughts on the dispute. All parties' Summaries of Case shall be sent to the prospective Mediators to allow them to get acquainted with the nature of the dispute.

7. Once the Mediators have been selected, the Centre shall liaise with all parties as soon as possible to confirm a date, time and place of the mediation. All parties shall attempt in good faith to agree on a timely appointment for the session.

8. The Mediators' function during the mediation is not to render judgment on the parties but rather to be an independent and neutral guide who will assist the parties themselves to come to a settlement agreement. To this end, they will first meet the parties jointly. Here, each party will be given the opportunity to submit their position uninterrupted. The Mediators will be allowed to ask questions if clarification is required.

9. At the conclusion of this open session, the parties will be able to meet the Mediators privately. One or all parties will retire to private rooms where they can speak openly to them. This allows areas of conflict that parties may not be comfortable sharing in the open session. These sessions also enable the Mediators to glean a better understanding of the nature of the dispute, thereby assisting them in advising and guiding the parties to a satisfactory agreement.

10. In areas where expert advice is required, the Mediators may obtain it with the parties' consent. All expenses incurred in obtaining such advice shall be borne by the parties.

11. All communications made during the mediation, including written and/or oral information and views, are made on a strictly "without prejudice" basis and shall not be used in any legal proceedings.

The Settlement Agreement

12. If settlement is achieved between the parties, they will be advised to draw up a Settlement Agreement at the Centre, with the help of the Mediators.

13. No settlement reached between the parties is binding until the terms of the settlement are put down in writing and signed by or on behalf of both parties.

Termination

14. The mediation will terminate when one of more of the following occurs:

- a. The Client withdraws from the mediation by serving a written notice of withdrawal to the Mediators and all other parties;

- b. Settlement has been reached and set down in writing;
- c. The Mediators are of the opinion that settlement is unlikely to be reached through mediation, and they serve a written declaration of this opinion;
- d. There has been a breach of the Code of Conduct; or
- e. Any other reason which renders the continuation of the existing mediation inequitable for either or all parties.

Where mediation is terminated pursuant to paragraphs a, c, d or e, the CASE, shall, as soon as practicable, give notice confirming the termination of the mediation to all the Parties. In any event, CASE shall keep CEA informed of any termination.

Privacy

15. The mediation will be conducted in private and no transcript, formal record or audio-visual recording will be made of the proceedings.

16. Apart from the parties and their respective representatives, no other persons may attend the mediation session

Confidentiality

17. All persons involved in the mediation, including the Mediators and all parties and/or representatives, are to keep the entire proceedings confidential. This includes all statements, views and proposals made or shared in the course of the proceedings; and all information, written or verbal, produced for or arising out of the mediation.

18. Subject to paragraph 19 below, the Settlement Agreement, if any, will be kept confidential except when and insofar as disclosure is necessary to implement and enforce the same.

19. A Party, the Mediator(s), or CASE shall not, without the written consent of all the parties, disclose to a third party any matter related to the items listed in clauses 17 and 18 above except a copy of the settlement agreement and compiled statistics disclosed to CEA on mediations under the CASE-CEA Mediation Rules, including but not limited to compiled statistics on settlement rates, outcome of mediations, classification of disputes, size of claims, and the nationality, age, and education level of Clients.

20. The entire proceedings are deemed “without prejudice” and all documents, statements, submissions and information produced will be inadmissible and not subject to discovery in any arbitration or legal action. However, evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable by reason of its use in connection with this procedure.

21. The Mediators (or any member of their firms or companies) will not be allowed to act as arbitrators, witnesses, consultants, experts or legal advisors for any party at anytime in any proceedings connected with the subject matter of the mediation.

Fees and Expenses

22. Expenses incurred by each party, including travelling and legal advice or representation, will be borne by the party themselves.

23. The Centre will provide information on the fees chargeable for the Mediation.

Exclusion of Liability

24. The Centre, the Mediators, and all employees and officers of the Centre will not be held liable for any acts and /or omissions arising out of or in relation to the mediation, save for the acts/or omissions arising from fraud or willful misconduct.

25. The Mediators are volunteers and are not employees or agents of the Centre.

Governing Law

26. The CASE-CEA Mediation Rules shall be governed and construed in accordance with the laws of Singapore.