

Conciliation Procedure as referred to in Clause 38(a) of the RIAI's Agreement and Schedule of Conditions of Building Contract.

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1. This procedure shall apply to any conciliation requested under Clause 38(a) of the RIAI Form of Contract.
2. A Party to the Contract seeking conciliation shall notify the other Party to that effect and shall at the same time specify the matter in dispute.
3. The Parties shall agree on a conciliator, and failing agreement within 10 working days of notice under Article 2, shall request the President of the RIAI to appoint a conciliator from a list of conciliators agreed between the RIAI, the SCS and the CIF.
4. The conciliator shall require the Parties to submit, in advance of the hearing, a brief written opening statement, appending the necessary documentation, not later than 10 working days after his appointment. The Parties should at the time notify the conciliator of the names of the persons appearing at the conciliation.
5. The conciliator shall within 10 working day after receipt of the statements and documentation establish the order of the proceedings and shall arrange a convenient time, date and place for the hearing.
6. The conciliator may consider and discuss such solutions to the dispute as he thinks appropriate or as may be suggested by either Party. All information given to the conciliator is confidential and shall remain so unless authorised by the Party who supplied the information.
7. The conciliator may, having informed the Parties, consult independent third Party experts.
8. The conciliator shall endeavour to commit the Parties to reach a mutual settlement failing which he shall within 10 working day of the hearing, issue his recommendation. He shall not be required to give reason. It shall remain confidential if rejected by either Party.
9. If neither Party rejects the recommendation within 10 working days after its issue, it shall be final and binding on the Parties. If either Party rejects the recommendation, a request for arbitration may be made under Clause 38(b) of the RIAI Form of Contract.
10. Each Party to the conciliation shall pay their own costs. The Parties shall be jointly and severally liable for the conciliator's costs in equal shares, unless the conciliator decides otherwise.
11. Conciliations are settlement negotiations and are without prejudice to the rights of the disputants. All statements, information and materials, made, given or exchanged, orally or in writing either during the conciliation or prior thereto or thereafter upon the request of the conciliator shall be inadmissible in any legal proceedings, in court or arbitration, to the maximum extent permitted by law. Evidence which is otherwise admissible in legal proceedings shall not be rendered inadmissible as a result of its use in the conciliation. The disputants agree not to summon or otherwise require the conciliator to appear or testify or produce records, notes, or any other information or material in any legal proceedings, in court or arbitration, and no recordings or stenographic records will be made of the conciliation.
12. Any agreement reached by the disputants through the conciliation shall be set down in writing and duly executed by their authorised representatives.

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