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EDITORIAL

Message from
Mr Philip Poh, President :

"On behalf of the Council, we would like to thank the contributors for their support of this Newsletter. To accommodate the expanded responsibilities and new initiatives the Association will be embarking on, we are moving our Secretariat to 336 Smith Street #05-308 New Bridge Centre, Singapore 050336 in June 2003. At our forthcoming Annual General Meeting in July 2003, we will provide details of the responsibilities and initiatives. We look forward to your attendance at the Annual General Meeting."

Improve Ties With Your Managing Agent

*This article was previously published
in BT and was contributed by
Knight Frank Estate Management*

– By Jordan Neo

*YOU have had your
managing agent (MA)
for many months
and he seems to be
looking after your
estate fairly well.
How do you get more
mileage out of his
professional services?*

Get involved but don't take over his job.

Your property is probably your single largest investment. You would certainly want to take a more active interest in its effective management. However, having a full-time job, you may not have time to volunteer as a council member. If this is your worry, do not despair; there are other ways to make your contribution.

One good alternative is to volunteer your service as a sub-committee member

in overseeing a particular aspect eg, cleaning, security or simply helping the management council drive a specific project. Such involvement would be particularly helpful if you can offer the relevant expertise required. From a personal angle, your commitment is more defined and certain. If that is still too much because you are often not around, you can try to contribute on an ad-hoc basis by giving your management corporation constructive feedback and suggestions.

As a minimum, you should try to attend your annual general meetings (AGMs) to keep yourself informed of the decisions affecting the maintenance and management of your estate. On the other hand, you should not be over-zealous and start directing day-to-day details. Basically, you have paid for the services of an agent, so why not let him do the job, while you watch over his progress.

SET PERFORMANCE GOALS

It is good to establish a professional relationship with your MA. The best approach is to jointly set some policies and performance goals for your estate with him. Also agree on the time frames, then step aside and allow him to get on with his work.

Often the efficiency of a managing agent is measured in terms of cost savings during a financial year. A budget over-run may be perceived as ineffective management and some MAs would try to avoid it at all costs. In principle, your

MA should try to keep within the approved budgetary limits, but this makes sense only if the budget is well formulated in the first instance. He must ensure that it is appropriate to the actual maintenance needs of your estate and that important decisions do not take the form of ad-hoc and unrelated compromises between the physical needs of a building and the availability of funds.

It is vital therefore to have a clear understanding of the agreed goals so that your MA can function effectively without close supervision from the management corporation.



BE REALISTIC

The payment of a higher maintenance contribution may or may not guarantee a higher standard of maintenance and management for your estate. It depends on your MA's ability to fully stretch your dollar. The more established MAs may be able to add value by achieving better discounts or

services for your MC through effective bulk purchasing or a contractor's management scheme. However, there is a limit to such savings.

Driven by a sense of responsibility, inexperienced council members may, through their MAs, force contractors to drastically reduce their fees. On the face of it, the management corporation saves some money. Contractors who want the job badly may oblige by charging unrealistic prices just to secure the job. Inevitably, their performance will be affected by lack of resources. This could cause problems later on, and the MA may have to shoulder the blame of either getting the wrong contractor or failing to supervise the works.

BRIDGING INFORMATION GAPS

A well-established managing agent can provide continuity by bridging the information gap between the incoming and out-going council. If you are an in-coming council member, the MA can be vital in supporting your on-going project or your future decision-making process. The appointment of a managing agent would officially end at the AGM, under the Land Titles Strata Act. However, if the existing MA has been efficient, it would be beneficial for the management corporation to renew the appointment.

ADVICE ON TRADE-OFFS

Most management corporations are naturally cost conscious.

Unfortunately, if members of the management council consist of people who know very little about professional standards of maintenance and management of estates, without the benefit of professional advice, they may simply opt for 'breakdown' maintenance, ie, to defer maintenance until the equipment breaks down. This is undesirable as it will cost more in the long run.

On the other hand, management councils who adopt a less directional but open and enquiring approach can better draw out the professional expertise of their MA in implementing a planned maintenance programme for the estate. Your MA will be able to advise you on the costs associated with the different levels of building maintenance standards. An inadequate maintenance policy will lead eventually to a situation of inconvenience, frequent breakdowns, need for major repairs and depreciation in the value of your property. It makes sense therefore to get your MA to advise you on the adequate level of maintenance and sinking fund contribution required for a well-maintained building.

Getting a good managing agent is only an important first step. It is vital to maintain a good professional relationship with your MA. This, together with effective communication and the necessary teamwork, would enable the management corporation and the managing agent to jointly maintain the estate more efficiently.

SHOPPING FOR A GOOD ALTERNATIVE – MEDIATION, ARBITRATION OR LITIGATION

All roads lead to Rome, as the saying goes. This definitely does not apply to dispute resolution in Singapore. Oftentimes, a careful choice of how to resolve differences can result in keeping alive a longtime business partnership, saving a substantial amount of time and costs and achieving a satisfactory result. It is the aim of this brief article to introduce the various modes of dispute resolution and to outline the usual considerations one makes in deciding whether to use either one of or a combination of these three modes of dispute resolution.

MEDIATION

Introduction

The current mediation regime in the Subordinate Courts is to have parties in the midst of contentious proceedings in court to voluntarily write in to the Subordinate Courts' Primary Dispute Resolution Centre (PDRC) to apply for a date to be fixed for parties to appear before a settlement judge at the PDRC to attempt mediation. The PDRC typically gives feuding parties three attempts at negotiating a successful mediation. Even if parties cannot reach a successful conclusion during these meetings, a narrowing down of the issues in contention and better understanding of the merits and/or difficulties of one's case would have made the mediation a partial success.

There is no automatic mediation regime for cases filed in the Supreme Court. Parties have instead, the choice of using the services of the Singapore Mediation Centre (SMC). Set up in August 1997, the SMC's main purpose is to provide a conducive forum for disputing parties to air their grievances and to seek an amicable solution. The SMC can take on both cases that have not yet turned litigious as well as those that have been filed in court. The costs of engaging in mediation at the SMC are very affordable, and more importantly, the list of mediators accredited with the SMC is impressive, containing individuals with substantial experience and seniority in their respective fields. The beauty of this list of mediators is that the SMC tries to match the particular field or industry related to the dispute with mediators who are familiar with that industry. This helps to convince parties that whatever the mediators say about their case is said both with the relevant industry knowledge and experience, thus adding to the credibility of the mediation process. The scope of mediation can also be left to the parties to agree on, thus adding flexibility to the entire process.

It would also be appropriate to mention that in keeping with advances in information technology, the Subordinate Courts have introduced e@dr. This is basically an alternative dispute resolution forum developed by the Subordinate Courts to resolve disputes arising out of e-commerce transactions and matters. This would include disputes on contracts, intellectual property, domain names, etc. Once

parties apply to the e@dr Centre of the Subordinate Courts for their dispute to be resolved, they are then given instructions by the mediator with regard to the time-frame for the settlement of the dispute. Upon resolution, parties are to enter into binding settlement agreements drafted by the parties themselves. All services provided by the mediator are free.

Why mediation

Mediation can, at its best, provide a win-win situation for the disputing parties, and at its worst, leave parties frustrated at the realisation of the chasm that exists. The most obvious benefit of mediation is that it saves time and costs as a result of having avoided costly litigation or arbitration. No papers need to be filed and lawyer's fees are limited to just attendance at the mediation session. The less obvious but no less important benefits of mediation are that it preserves the goodwill of what may have been a long established business relationship, garners a "win-win" situation for all parties concerned and creates a genuine feeling that one has obtained the best out of a difficult situation.

In a "Western" concept of dispute resolution, it is thought that the "winning" party should walk away from the negotiating table hiding a smile from the other party lest the other party knows what a good deal it has obtained from the negotiations. Mediation gives both parties equal reason to smile because at the outset, mediation has to be voluntary. While there is no doubt that "bargaining power" is still a relevant consideration during discussions, creative mediators can sometimes come up with solutions that meet both parties' expectations on the best and most suitable outcome to the talks. This would not otherwise have been possible with arbitration or litigation as the arbitrator or judge, as the case may be, would only be looking to dispense justice in accordance with law, fact and rules of procedure.

Mediation also allows parties to air grievances and "let off steam" which might otherwise not be permitted in court. This also means that parties are given more opportunities to speak and empowers parties with a greater degree of control over the outcome of the mediation. It is exactly this involvement that makes mediation so effective in helping parties overcome misunderstandings, prejudices and even ignorance and eventually leading to an amicable settlement.

ARBITRATION

Introduction

In Singapore, the laws of arbitration are governed by the Arbitration Act (Cap. 10) as well as the International Arbitration Act (Cap. 143A). It is not the aim of this article to go into detail in respect of these two legislations. Suffice it to say,

both the domestic and international arbitration regime in Singapore has gone through an overhaul in 2001 and parties can now expect arbitration proceedings to be more effective as a dispute resolution mechanism than it used to be.

Why arbitration

Arbitration can be considered when some of these issues are involved in the dispute:

- Where difficult technical issues comprise the subject matter of the dispute, which the Courts would not be in the most ideal position to decide. Certain disputes involving building and construction, shipping and information technology issues are suitable for arbitration.
- Where confidentiality has to be preserved during and after the dispute proceedings are over. In arbitration proceedings, parties have implied and sometimes even expressed obligations to keep confidential all testimony and documents adduced in the course of the proceedings.
- Arbitration awards can be enforced on signatory countries where court orders may not otherwise be enforceable. Under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 where many countries are signatories and many more continually join in, arbitral awards have "bite" when assets of the losing party are outside of the country where the winning party resides.
- The SIAC has reduced its costs, thus making arbitration an attractive option. Regionally, more and more international arbitration centres are taking up the cue and reducing their rates to make arbitration a more viable alternative to litigation. With the High Court increasing the cost of litigation via filing fees, arbitration has become relatively cheaper since parties do not even incur any filing fees.

LITIGATION

Introduction

The most common form of dispute resolution is litigation. After all, what would the courts do if nobody submitted cases for adjudication. After all is said, litigation can sometimes be the most effective method of resolving disputes and the bulk of disputes are still litigated in court. The courts are continually trying to improve their case management system and this has led to increased efficiency.

Why litigation

With the efficiency of the courts these days, it is difficult to argue that anything other than litigation can resolve a dispute more quickly. So when would litigation be the preferred choice?

- When the case is straightforward. Usually, in trade recovery disputes and landlord/tenancy matters where the other party is unlikely to be able to refute the claims, litigation will be effective. The courts have summary procedures to enable the claimant in such cases to obtain judgment with relatively reasonable costs. Even in cases where summary adjudication is not appropriate, litigation may still be quicker than arbitration as the courts are likely to direct parties to a speedy trial.
- When both parties and their assets, if any, are in Singapore. A court judgment will have “bite” in such circumstances and committal proceedings can sometimes be

a last resort to compel parties to comply with court orders. Most enforcement proceedings will only be allowed when judgment has been obtained against one party so litigation may be the only course available to the claimant.

- Where special relief such as an injunction is sought and which can only be obtained upon undertaking to commence or commencing court action.
- As a pressure tactic to compel parties to the negotiating table. Litigation may be the prelude to resolving a dispute but mediation could be a means of ultimately resolving that dispute.

CONCLUSION

The above points of discussion are by no means exhaustive nor are they meant to be. Along with the ever-changing landscape of dispute resolution comes with it increasingly innovative ideas of resolving differences, many a times incorporating some elements of all three dispute resolving mechanisms. There is probably no such thing as the “best” method of resolution, only perhaps the least “painful” way of making the best of what is usually a difficult and unpleasant situation.

Edwin Sim
Partner

Dispute Resolution Practice
Alban Tay Mahtani & de Silva

EQUAL OPPORTUNITY IN EVACUATIONS

Industry and commerce invest vast sum of moneys in buildings and equipment. But of course, their greatest investment is in the staff that they employ. People of all kinds work together in buildings that are effectively vertical villages. Floors are joined by stairs, lifts and corridors to make the building accessible to all, but if an emergency occurs and the lift stops or is made unavailable by fire or other emergency then for those with a mobility impairment, even one step can prove too many. And for those in a wheelchair the stairs are impossibility. Stairs may become a major obstacle to safety for even the most active can have a temporary problem, and for anyone caught behind them on a narrow stair, the problems can become very serious indeed.

ETHICAL ISSUES

Every person is entitled to safely egress in any kind of evacuation. The **International Standardization (ISO)** is also requiring organizations to provide means of egress for quick and safe evacuation to everyone for its certification requirements. Now with the **1995-Disabled Discrimination Act** in force, it is imperative that management comes to terms with problems of egress for all, even in an emergency.

When it comes to life safety, the enforcement of equal opportunity in evacuations in a building ensures that should an emergency occur:

- No-one needs to be left behind while everyone leaves
- Anyone with mobility impairment could leave with their colleagues
- Avoid unnecessary injuries

- Answer to fear concerning emergency evacuation
- Protection against lawsuits

EMERGENCY EGRESS FACILITY

In the search for suitable measures to meet the emergency egress needs of persons with disabilities, INGSTROM Escape Chute has been developed for helping these people evacuate high rise buildings if, the lifts are not available and stairs not an option.

The INGSTROM Escape Chute is a means of emergency egress for those with difficulties or has no ability to use stairs during evacuation. Most installations are of permanently fixed in one location served as emergency exits. There is single-entry type mounted on the rooftop, balcony of corridor, and window, allows occupants gain access to the chute on that floor. The multi-entry type allows occupants gain access to the chute at each floor where several levels can be simultaneously evacuated. The portable type used by the fire brigades for height rescue operations.

The accessible emergency egress designed into the structure is a unique and integral part of the protected stairwell, enhanced to incorporate the facility of multiple escape chute system at its core. When fire occurs, it provides quick egress usability for all people, mobility impaired persons will have to make their way, assisted or unassisted, and take temporary refuge inside the protected stairway enclosure while waiting for rescue. They can either choose to use the chute inside the stairwell to the ground floor quickly and relatively safely or to be assisted down the stairs. This evacuation system simultaneously grants occupants their right

to evacuate at the same time; no one is delayed, and causes no blockage or obstruction to stairways while giving priority to firefighters to focus on fire suppression.

In many situations, INGSTROM Escape Chute is recognized by many fire authorities as a hardware solution to correct egress deficiencies of historical or heritage buildings in meeting the minimum requirements in means of escape. In many ways, it is also acceptable as a practical alternative to exit stairs in old buildings where it is not possible to provide additional exit stairs or increase the size of existing stairways in its structure for meeting mass rapid evacuation requirement.

CONCLUSION

A safe and speedy egress from tall structures can be achieved or improved at additional cost to make equal opportunity in evacuations in buildings possible. Although current fire regulations do not require buildings to provide egress facilities to aid evacuation or rescue purposes so that if an emergency occurs, everyone can leave before the fire engines arrive. However, building owners in many countries have provided these hardware solutions for not only to maximize the escape potential of people with disabilities but also to increase the speed of egress to complete a mass evacuation in enhancing their emergency preparedness. After all, the last barrier to access is egress and the ultimate discrimination would be to be left behind at the top of stairs in an emergency while everyone leaves.

*This article was contributed by
Escape Consult Mobiltex (S) Pte Ltd*

COLLECTING YOUR MAINTENANCE FEES HAS NEVER BEEN EASIER!

You can now provide a convenient way for residents to pay their property maintenance fees by using the AXS Station, a public self-service transaction terminal. Residents could use their NETS ATM card, CashCard and even their credit cards to make payment. With such convenience, you will probably see a decrease in late payments and definitely delight many with this new ease and freedom.

All the resident needs to do is visit any of the 180 over AXS Stations located islandwide, key in relevant information that you require (i.e. apartment unit, name, contact number... etc...) and make payment using their NETS ATM card, CashCard or credit card. The process, which takes approximately 3 minutes, is simple and quick.

Once the payment is successful, the amount collected from the resident is automatically credited into your designed bank account and the information sent to you for your accounting consolidation. This removes a lot of the administrative hassle currently faced by many property managers.

The AXS Station network can be viewed as a collection agency, a virtual cashier, an online customer service counter, or an administrator. Whatever it is, it brings outmost benefits to the residents and more so for the property or facility manager.

The AXS Station is not new to the collection of maintenance fees. 12 government town councils are already using the network of AXS Stations to collect their service and conservancy fees.

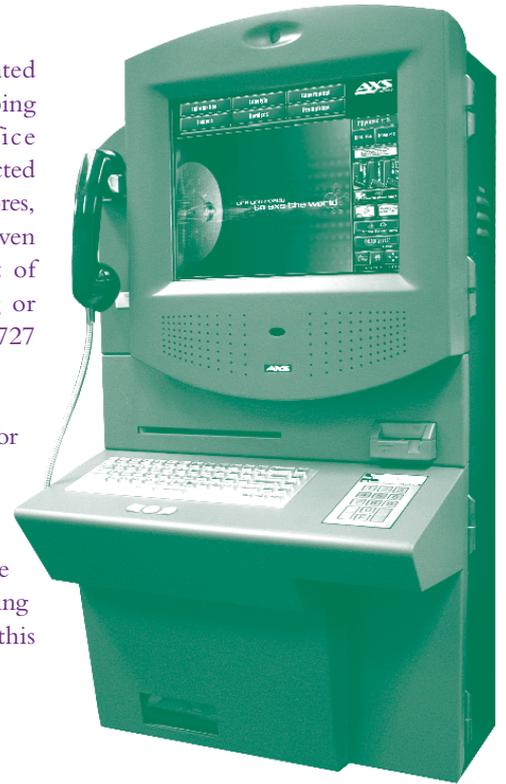
What's more, the AXS Station operates 24 hours daily and allows consumers to do the following:

- Pay bills and fines
- Buy movie tickets
- Top-up CashCard as well as M1 M Card and StarHub GreenCard
- Send SMS and ePostcards
- Buy credits for mobile downloads and online games
- Take part in various promotions, and
- Many other useful information and applications provided by various organizations in six different categories – Information, Finance, Lifestyle, Services, Government and Promotions.

The full range of services is listed below.

There are over 180 AXS Stations located islandwide at high traffic areas like shopping malls, neighbourhood centers, office buildings, all Golden Village cinemas, selected Esso/Mobil petrol stations, convenient stores, educational institutions, hospitals and even residential estates. You can find a list of locations by visiting www.axs.com.sg or simply calling their hotline at 6560-2727 (from 8am – 10pm daily).

Looking ahead, the company responsible for rolling out the AXS Station - AXS InfoComm Pte Ltd - is looking into bringing these e-applications and e-services straight to the home via a webphone centric gateway. Trials are currently ongoing and consumers can look forward to this exciting new product by year-end.



AXS SERVICES

<p>BILLS</p> <p>General</p> <ul style="list-style-type: none"> - FutureTel - IRAS - M1 - MediaRing IDD - Pacific Internet - Power Supply - SingTel - StarHub - SunPage <p>Loan</p> <ul style="list-style-type: none"> - HSBC autoloan <p>Credit Cards</p> <ul style="list-style-type: none"> - HSBC - United Overseas Bank <p>Hospitals</p> <ul style="list-style-type: none"> - Alexandra Hospital - Changi General Hospital - Institute of Mental Health - KK Women's and Children's Hospital - National Heart Centre - National University Hospital - NKF Dialysis Centre - Singapore General Hospital - Singapore National Eye Centre <p>Town Councils</p> <ul style="list-style-type: none"> - Aljunied - Ang Mo Kio - Bishan -Toa Payoh - East Coast - Holland-Bt Panjang - Hong Kah 	<ul style="list-style-type: none"> - Jalan Besar - Jurong - Marine Parade - Sembawang - Tanjong Pagar - West Coast – Ayer Rajar <p>FINES</p> <ul style="list-style-type: none"> - Subordinate Court - Traffic Police - LTA - HDB - URA - National Environment Agency (NEA) <p>E-SERVICES</p> <ul style="list-style-type: none"> CAAS – Airport Pass Payment DMG – Investment Services Golden Village – Ticketing Iguana Mobile – Credit Purchase Khabal Gaming – Credit Purchase M1 – M Card Top-up MY Fines – M'sia Traffic Fine Payment PheePhoo! – Mobile Content RENEWAL – Monthly Subscription Payment SBS Transit – Bus Guide Singapore Pools – 4D / Toto Results SingTel Yellow Pages – Directory SISTIC – Ticketing Application StarHub – GreenCard Top-up SunPage – IDD Registration URA – Season Carpark Payment Whitebox Computer CashCard Top-up Telephony / SMS ePostcards
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No More Late Payments!

Let the AXS Station help you.

With over 180 AXS Stations located islandwide, you can offer your residents the convenience of paying for your property management fee anytime, anywhere.

AXS Stations are self-service public transactional terminals allowing consumers to pay bills and fines, buy movie tickets and perform many other useful eServices. Payments are made with a NETS ATM card, CashCard or even credit cards.

With your payment application on AXS Stations, you can potentially lower the number of late payments and even be seen as giving your residents that additional value-add by being in the forefront of the latest advancements and developments.

So hurry, call the following AXS personnel to find out more:



- Ms. Rachel A. Tel: 6895-3685 rachel@axs.com.sg
- Ms. Celine Poh Tel: 6895-3713 celinepoh@axs.com.sg

27 International Business Park,
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APFM MESSAGE BOX

For the new tel./fax nos. kindly e-mail Tina at apfm@pacific.net.sg or visit www.apfm.org.sg

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