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| This box is for official use ONLY . | | |
| Date of Receipt: | | |
| Cheque enclosed: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Ref.: | | |

Building Affairs Expert Determination Centre
APPLICATION FORM FOR THE NOMINATION OF EXPERT

This form should be used to apply for the nomination of an expert to resolve building related technical issues or disputes between the Parties by way of expert determination. Please complete all parts of this form, sign the declaration where indicated and return it.

(Note: In case any section of this form is not applicable, please put in N/A)

(Note: If there is insufficient space, provide details on a separate sheet in the same format)

(Note: If there are more than two parties, provide details on a separate sheet in the same format)

* indicates required

Please tick the appropriate box(es).

| Part A: Details of Parties | | |
|--|----------|----------|
| Party A | | |
| Name:* | | |
| Address:* | | |
| Contact Person: (if any) | | |
| Correspondence Address (if different): | | |
| Tel No.: * | Fax No.: | Email: * |
| Party B¹ | | |
| Name: * | | |
| Address: * | | |
| Contact Person: (if any) | | |
| Correspondence Address (if different): | | |
| Tel No.: * | Fax No.: | Email: * |

¹ Please use supplementary sheets if there are more than two parties.

| | |
|--|---|
| Details of the intended claim(s) and the estimated amount thereof, if applicable | <i>(Please set out the details of the intended claim(s) and estimated amount of each claim, if applicable.)</i> |
|--|---|

| Part C: Parallel Proceedings | |
|-------------------------------------|---|
| Parallel proceedings | <p>Please confirm whether any of the following proceedings have been instituted in parallel in respect of the Disputes:- #</p> <p><input type="checkbox"/> No parallel proceedings have been instituted in Hong Kong or anywhere</p> <p><input type="checkbox"/> Litigation (Case Number: _____)</p> <p><input type="checkbox"/> Arbitration (Case Number: _____)</p> <p><input type="checkbox"/> Others, please specify: _____ _____</p> |
| Current situation: | <p><i>(Please specify the details of any proceedings, including but not limited to litigation, arbitration and/ or any other alternative dispute resolution proceedings, which is incidental to the Disputes and instituted by the Parties in parallel with this Application.)</i></p> |

| Part D: Preference to the appointment of expert ³ | |
|--|--|
| Written Language: | Preferred: # <input type="checkbox"/> Chinese <input type="checkbox"/> English |
| Spoken Language: | Preferred: # <input type="checkbox"/> Cantonese <input type="checkbox"/> Putonghua <input type="checkbox"/> English |
| Experience: | Years of post-qualification experience:# <input type="checkbox"/> 10-15 years; <input type="checkbox"/> over 15 but under 20 years; <input type="checkbox"/> 20 years or above |
| Previous engagement: | Whether any party has previously engaged expert or inspector to carry out inspection and/or investigation of the issues and/ or disputes to be determined: (please specify the details) |
| Decision: # | <input type="checkbox"/> We agree that the Expert's Decision shall include reasons. <input type="checkbox"/> We agree that the Expert's Decision shall not include any reasons. |
| Other Preferences: <i>(Please specify.)</i> | |

³ Please note that BAEDC does not warrant that the nominated expert will satisfy all or any of the preferences chosen by the Parties. The Parties shall refer to the CV of the nominated expert before acceptance and formal nomination of experts.

Part E. Fees and Expenses

The administration fees payable to BAEDC shall be the fee (if any) as set out in the Guidelines for Nomination (as defined hereinafter) and as announced by BAEDC from time to time. BAEDC reserves the right to amend the fees set out in the Guidelines for Nomination.

Fees to be paid to BAEDC in accordance herein shall be paid free of any bank charges, transfer fees, or any withholdings, in Hong Kong Dollars (HKD) by cheque/ cashier's order only. The cheque/ cashier's order should be properly crossed and made payable to "*The Hong Kong Institute of Surveyors*" and enclosed with this Application Form.

The Parties hereby acknowledge and agree that the said fees are non-refundable, even if the Parties do not accept the nomination of the expert made by BAEDC or the Parties do not intend to proceed with the expert determination.

Part F. Submission of Application

Please return this duly signed and completed Application Form with all the supporting documentation by email, fax or post to:

Address: Room 1205,12/F, Wing On Centre, 111 Connaught Road Central, Sheung Wan, Hong Kong.

Attention: BAEDC

Email Address: baedcinfo@hkis.org.hk

Part G. Personal Data

The Parties hereby agree that personal data (if any) provided by the Parties will be used by BAEDC for the purposes of handling the application for the nomination of an expert to resolve the building related technical issues or disputes between the Parties by way of expert determination and/ or other purposes incidental thereto.

Personal data in this Form will be disclosed and/ or transferred to persons relevant and necessary for the purposes as stated hereinabove, including but not limited to potential experts that may / may not be nominated.

The Parties hereby further acknowledge and agree that BAEDC and HKIS shall be entitled to collect anonymous information/ data in respect of a summary of the expert determination proceedings and the fees charged by the nominated experts upon completion of the expert determination in compliance with Personal Data (Privacy) Ordinance (Cap. 486) for research, experience and/or statistical purposes.

The Parties are entitled to request access to and correction of your personal data provided in your enquiry in accordance with the Personal Data (Privacy) Ordinance by completing the Data Access Request Form specified by the Privacy Commissioner for Personal Data under section 67 of the Personal Data (Privacy) Ordinance, and send to BAEDC.

Part H. Declaration

By submitting this Application Form to BAEDC (this “**Application**”), the Parties acknowledge and agree as follows:-

1. BAEDC has sole discretion on whether to accept this Application or not.
2. If this Application is accepted by BAEDC, BAEDC will and has the exclusive right to nominate, at its sole discretion, an expert to resolve the dispute. The Parties agree to be bound by such nomination and acknowledge that applications for **re-nomination will generally not be entertained, unless for valid justifications** as set out in the *Guidelines and Procedures for the Nomination of Expert in respect of Expert Determination on Building Related Technical Issues or Disputes* (the “**Guidelines for Nomination**”).
3. By the submission of this Application, the Parties acknowledge that they have read, understood and agreed with the terms of the Guidelines for Nomination and the *Complaint Handling Rules and Procedure in respect of Expert Determination on Building related Technical Issues or Disputes*.
4. The expert appointed will resolve their issues and/or disputes by expert determination. The expert will act as an expert and not as an arbitrator or legal adviser.
5. All the information of the expert to be nominated by BAEDC (if any) as set out in the CV and/ or other materials to be provided by BAEDC to the Parties in accordance with the Guidelines for Nomination are provided by the nominated expert (if any) and the Parties hereby acknowledge that BAEDC shall not be obliged to verify any such information and such information shall not be relied as representations made by BAEDC.
6. The proforma expert determination agreement and the proforma expert determination rules and procedures to the Parties to be provided by BAEDC (if any) in accordance with the Guidelines for Nomination are provided for the Parties’ reference only and the Parties shall settle the terms of engagement and the rules and procedures governing the expert determination process with the Expert in each case after careful discussion among themselves.
7. BAEDC and the HKIS (or any of their employees, consultants, officers, members or representatives whatsoever) shall **not be liable** to the Parties in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature (direct, indirect or consequential) whatsoever incurred or suffered by them due to any act and/or omission, save where such act was done or omitted to be done dishonestly. Without prejudice to the aforesaid, if for any reason, BAEDC and HKIS (or any of their employees, consultants, officers, members or representatives whatsoever) is found to be liable to the Parties notwithstanding anything contained herein, such liability shall not exceed the administration fees actually received by the HKIS.
8. The roles of BAEDC and its responsibility in the expert determination will be discharged after it has notified the Parties the result of the nomination.
9. All information supplied by the Parties herein is true, accurate and not misleading to the best of their respective knowledge and belief.

The Parties declare that they have read and fully understand the terms of this form. The Parties also declare that they agree to all the terms of this form and are making this Application freely and voluntarily. The Parties hereby request that BAEDC appoint an expert to dissolve the dispute as set out in Part B of this form.

Signatures:

Party A⁴

Party B

Name:
Date:

Name:
Date:

⁴ Please use supplementary sheets if there are more than two parties.