RIAI Non-Statutory Consumer Mediation Procedures

1. The RIAI mediation process (the Process) considers disputes concerning consumers who are acting wholly or mainly for purposes unrelated to their trade, business, craft or profession against registered architect members of the RIAI acting in the course of their profession as architects.

2. Mediation is a voluntary process. Both parties must consent to attempt to resolve the dispute through the Process before the RIAI appoints a Mediator. If a party does not consent to attempt to resolve the dispute by mediation then the Process shall not be conducted.

3. A party referring a dispute to the Process shall do so in writing by providing a brief outline of the nature of the dispute. The other party shall be provided with a copy of the application for their consideration and where they consent to mediation they may reply outlining their opinion of the matters in dispute within 14 days of receipt of the application or such longer period as may be agreed with the RIAI.

4. Where the parties consent to attempt to resolve their dispute through the Process a Mediator is appointed by the RIAI on a time limited basis, generally 6 hours. The RIAI will discharge the Mediator’s fees for the initial limited time period. If the dispute is not resolved within this time period then mediation will cease unless the parties agree to engage the Mediator directly and to discharge its fees for continuing the mediation.

5. The Mediator can, at its discretion, conclude the mediation at any time if it believes that the dispute cannot or will not be resolved by mediation.

6. Where the mediation results in a resolution of the dispute the parties will draft a written agreement detailing the terms of the resolution, which agreement must be signed by both parties. Where either one or both parties are not legally represented the Mediator may, with the agreement of the parties, draft the aforementioned written agreement.

7. The submission of a dispute to mediation does not deprive either party of their right to bring an action before the courts or of the consumer to make a complaint to the Professional Conduct Committee of the RIAI unless the foregoing of such rights forms part of the signed mediation agreement.

8. Either party may withdraw from the mediation at any time by indicating to the Mediator that they wish to withdraw and that they wish for the process to conclude. If either party to the mediation does so, then the Mediator shall conclude the mediation process.

9. All statements, information and material, made, given or exchanged orally or in writing either during the mediation or prior thereto or thereafter upon the request of the Mediator shall be destroyed by the Mediator at the conclusion of the mediation. The Mediator shall retain only the Agreement to Mediate, the Mediator’s Contract and Mediation Result in the form of the signed agreement or a note that an agreement was not reached.
10. The parties acknowledge that all information, documentation and statements that may be passed between the Mediator and the parties is without prejudice to either parties’ legal position and may not be disclosed or used as evidence by either party in any other proceedings, including but not limited to: civil litigation; conciliation; arbitration; or in a complaint to the Professional Conduct Committee under Part 6 of the Building Control Act 2007.

11. The parties to the Process are entitled to be legally represented if they so wish but the RIAI shall not be responsible in relation to the legal costs or any other costs incurred by either party to the Process or for any third party costs.

12. A €50 administration fee is payable to the RIAI where the dispute is referred to the Process by a consumer.

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