

**SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE**

**SMALL CASE COMMERCIAL MEDIATION SCHEME
MEDIATION PROCEDURE**

1 The Mediation Process

- 1.1 The mediation process for the Small Case Commercial Mediation Scheme (“Scheme”) conducted by the Singapore Mediation Centre (“SMC”) is to be governed by this Mediation Procedure.
- 1.2 Parties seeking to mediate their dispute shall elect to initiate the same by either:
- (a) sending the completed Request for Mediation form found in Annex A to SMC for a face-to-face mediation at a venue organised by SMC (“Face-to-face Mediation”); or
 - (b) registering a case to be mediated online through SMC’s online dispute resolution portal (“Online Mediation”).
- 1.3 Unless otherwise specified, the following paragraphs of this Mediation Procedure shall apply to both Face-to-face and Online Mediation(s).
- 1.4 For a Face-to-face Mediation, where not all the parties to a dispute have initiated mediation, SMC shall:
- (a) within fourteen (14) days from the date of request contact the remaining parties to persuade them to participate in the mediation process; and
 - (b) after twenty-one (21) days from the date of request, if parties are still unable to arrive at a date for mediation, parties agree to endeavour in good faith to set down for mediation within a reasonable time thereafter, not exceeding 6 months from the date of request.
- 1.5 For an Online Mediation, regardless of whether all the parties to a dispute have agreed to mediation, SMC shall:
- (a) within one working day from the date of request contact the remaining party(ies) to invite them to participate in the mediation process; and
 - (b) the duration of an online mediation shall be for a period of 4 weeks (28 days) from the date of acceptance by the remaining party(ies).
- 1.6 The mediation process shall involve the parties, their representative(s) and/or advisor(s) (if any) and the Mediator(s). The mediation shall be conducted in confidence, and all communications shall be on a ‘without prejudice’ basis.

2 Agreement to Mediate

- 2.1 Before mediation is carried out, the parties and the Mediator(s) shall enter into an agreement (the "Agreement to Mediate") based on the Model Agreement to Mediate in Annex B in relation to the conduct of the mediation. For the avoidance of doubt, the Agreement to Mediate may take the form of an electronic record and may be signed in counterparts.

3 The Parties

- 3.1 Generally, individuals should attend the mediation in person. In the case of corporate entities, the parties may appoint representative(s) to act for them at the mediation. The parties shall confer upon their representative(s) the necessary authority to settle the dispute. The parties shall provide SMC and the Mediator(s), within such time as SMC may specify, the names of their representative(s) and/or advisor(s) attending the mediation.
- 3.2 The Mediator(s) shall determine the steps to be taken during the mediation proceedings after consultation with the parties. The parties shall be deemed, upon signing the Agreement to Mediate, to have accepted and shall be bound by the terms of this Procedure.

4 The Mediator

- 4.1 Upon the parties' acceptance to participate in the mediation process, SMC shall appoint a person or several persons to act as the Mediator(s).
- 4.2 SMC, in the selection, shall choose a person who, in its view, shall be best placed to serve as the Mediator. In the event that any of the parties has any valid reasons to object to a choice, SMC shall appoint another person.
- 4.3 A person selected as a Mediator shall disclose any circumstances likely to create an impression of bias or prevent him from acting promptly. SMC, upon receipt of such disclosure, shall appoint another person as a Mediator, unless the parties decide otherwise.
- 4.4 The Mediator:
- (a) shall prepare himself appropriately before the commencement of mediation;
 - (b) shall abide by the terms of the Agreement to Mediate and the Code of Conduct in Annex C;
 - (c) may assist the parties in the drawing up of any written settlement agreement; and

SMC Small Case Commercial Mediation Scheme
Mediation Procedure

- (d) shall, in general, facilitate negotiations between the parties and steer the direction of the discussion with the aim of finding a mutually acceptable solution.

Unless expressly requested by all the parties involved, the Mediator(s) shall not make any ruling/finding with respect to the dispute.

- 4.5 The Mediator(s) (or any member of his firm or company) should not act for any of the parties at any time in connection with the subject matter of the mediation. The Mediator(s) and SMC are not agents of, or acting in any capacity for, any of the parties. The Mediator(s) is not an agent of SMC.

5 SMC

- 5.1 Depending on whether parties have elected for a Face-to-face Mediation or an Online Mediation, SMC shall make the necessary arrangements for the mediation, including but not limited to:

- (a) appointing the Mediator(s);
- (b) organising a venue and assigning a date for the mediation;
- (c) organising an exchange of summaries of cases and documents;
- (c) providing general administrative support; and/or
- (d) providing general technical support for the SMC's online dispute resolution portal

- 5.2 SMC may assist in drawing up the Agreement to Mediate.

6 Exchange of Information

- 6.1 At least ten (10) days before a Face-to-face mediation, the parties shall provide each other, the Mediator(s) and SMC the following:

- (a) a concise summary (Summary) stating its case; and
- (b) copies of all documents referred to in the Summary that the party wishes to rely on at the mediation.

- 6.2 Each party may also convey to the Mediator(s) and SMC information which it does not want to disclose to the other party(s). These instructions must be in writing.

- 6.3 The parties should try to agree to the maximum number of pages to be contained in their respective Summaries and on the maximum number of pages of supporting documents to be submitted. The parties should also try to agree on a joint set of documents.

- 6.4 Where a Summary is submitted in the form of an electronic record, it must not exceed 20 MB in file size. Where a document (other than a Summary) is submitted in the form of an electronic record, it must not exceed 20 MB in file.

7 The Mediation

- 7.1 The mediation shall be conducted in confidence, and no transcript or formal record shall be retained. No audio-visual recording shall be made of the proceedings. Only the Mediator(s), the parties and/or their representatives and/or advisors shall be permitted to be present during the mediation.
- 7.2 All communications made in the mediation, including information disclosed and views expressed, are made on a strictly “without prejudice” basis and shall not be used in any proceedings.
- 7.3 The Mediator(s) may obtain expert advice in technical matters with the consent of the parties, who shall bear the expenses incurred. The Mediator(s) may conduct joint meetings with all or separate meetings with each of the parties, whether before or during the mediation.
- 7.5 In the event that no settlement is reached, and at the request of all parties and if the Mediator(s) agrees, the Mediator(s) may produce a non-binding written recommendation of the terms of settlement. Such a recommendation shall only be the Mediator's own assessment. Except with the consent of the Mediator(s) and of all parties, it shall not be used in any proceeding of whatever nature.
- 7.6 For the avoidance of doubt, the meaning of “mediation” includes the definition set out in Section 3 of the Mediation Act 2017 (No. 1 of 2017) (“the Mediation Act 2017”)

8 Settlement Agreement

- 8.1 No settlement reached in the mediation shall be binding until it has been reduced to writing and signed by or on behalf of the parties.
- 8.2 For avoidance of doubt, a settlement that has been reduced to writing may take the form of an electronic record.
- 8.3 For avoidance of doubt, where a settlement reduced to writing takes the form of an electronic record, it may be signed by applying electronic signatures.
- 8.4 The settlement agreement may be recorded as an order of court pursuant to Section 12 of the Mediation Act 2017

9 Termination

- 9.1 Any of the parties may withdraw from the mediation at any time by giving notice of withdrawal in writing to SMC, the Mediator(s) and the other party(s).

9.2 The mediation shall terminate when:

- (a) a party withdraws from the mediation;
- (b) a written settlement agreement is signed by the Parties;
- (c) the Mediator(s) decides that continued mediation is unlikely to result in settlement;
- (d) the Mediator(s) decides that he should withdraw from the mediation for any of the reasons stated in the Code of Conduct;
- (e) for Face-to-face Mediation, no settlement is reached at the end of one (1) day of mediation or any such longer period which shall be mutually agreed by all Parties and the Mediator(s); or
- (f) for an Online Mediation, no settlement is reached at the end of a period of 4 weeks (28 days) from the date when the remaining party(ies) give their consent to participate in the mediation process.

10 Stay of Proceedings

10.1 Unless the parties otherwise agree, the mediation shall not prevent the commencement of any suit or arbitration.

10.2 Where legal proceedings have already been commenced, the mediation shall not act as a stay of such proceedings unless the Court or arbitral tribunal, as the case may be, orders otherwise.

11 Confidentiality

11.1 The rules contained in this section below are to be read in conjunction with the Mediation Act 2017, and in particular, Sections 9, 10 & 11 therein

11.2 All persons involved in the mediation shall keep confidential and not use for any collateral or ulterior purpose:

- (a) the fact that mediation is to take place or has taken place;
- (b) any views expressed, or suggestions or proposals for settlement made by another party in the course of the mediation;
- (c) any and all proposals suggested or views expressed by the Mediator(s);
- (d) the fact that another party had or had not been willing to accept a proposal for settlement made by the Mediator(s); and

SMC Small Case Commercial Mediation Scheme
Mediation Procedure

(e) all information (whether oral or in writing) produced for or arising in relation to the mediation, including any settlement agreement, except as directly necessary to implement and enforce any such settlement agreement.

11.3 All documents (including anything stored electronically) and/or any other information produced for, or arising in relation to, or following from the mediation shall not be discoverable in any proceedings connected with the dispute.

11.4 The parties shall not call the Mediator(s) or SMC (or any employee, officer or representative) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.

12 Fees

12.1 The fees shall be charged according to the fee schedule set out in Annex D.

12.2 Each party shall bear its own costs, expenses and disbursements of its participation and the fees of its advisors in the mediation.

13 Waiver of Liability

13.1 The Mediator(s) shall not be liable to the parties for an act or omission in connection with the services provided by him in or in relation to the mediation, unless the act or omission is fraudulent or involves professional misconduct.

13.2 SMC shall not be liable to the parties for an act or omission in connection with the services provided by the Mediator(s) or in relation to the mediation.

13.3 The parties shall not make any claim against the Mediator(s) and/or SMC, its officers and employees for any matter in connection with or in relation to:

- (a) the mediation;
- (b) the services provided by the Mediator(s) and/or the SMC; and/or
- (c) the dispute between the parties.

14 Interpretation

14.1 The interpretation of any provision in this Mediation Procedure shall be made by SMC.

SMC Small Case Commercial Mediation Scheme
Mediation Procedure

Annexes

Annex A	Request for Mediation
Annex B	Model Agreement to Mediate
Annex C	Code of Conduct
Annex D	Fee Schedule

Issued by:

Singapore Mediation Centre

30 April 2018

**SINGAPORE MEDIATION CENTRE
SMALL CASE COMMERCIAL MEDIATION SCHEME
REQUEST FOR MEDIATION**

Small Case Commercial Mediation Scheme
Singapore Mediation Centre
1 Supreme Court Lane, Level 4
Singapore 178879

Tel: (65) 6332 4366 Fax: (65) 6333 5085

Email: enquiries@mediation.com.sg Website: www.mediation.com.sg

Have all the parties agreed to mediate this matter? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Remarks:	
PLEASE READ	
1. A party or parties who wish to apply for mediation under the Singapore Mediation Centre ("SMC") Small Case Commercial Mediation Scheme ("the Scheme") must complete this Application Form. SMC reserves the right to reject any application.	
2. This Scheme is applicable to matters where the total quantum of claim and counterclaim must not exceed S\$60,000.	
DETAILS OF PARTIES <i>(Where there are more than 2 parties or law firms, please provide the details for them in a separate attachment)</i>	
Suit Number: <i>(if applicable)</i>	<i>If court proceedings have started, please tick the applicable box</i> <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Third Party
APPLICANT(S)	
I am applying: <input type="checkbox"/> As an individual <input type="checkbox"/> For an organisation	
Contact Particulars	
Salutation : <i>(if applicable)</i>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others:
Name(s) :	
Address <i>(If not legally represented):</i>	

SMC Small Case Commercial Mediation Scheme
Mediation Procedure

Contact No <i>(If not legally represented):</i>	Tel: Fax:
Email Address <i>(If not legally represented):</i>	
Contact Particulars (Legal Representatives)	
Salutation: <i>(if applicable)</i>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others:
Name:	
Law Firm:	
Address:	
Contact No:	Tel: Fax:
Email Address:	
Reference Number:	
RESPONDENT(S)	
<p><i>If court proceedings have started, please tick the applicable box</i> <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Third Party</p> <p>If <u>not</u>, my counter party is: <input type="checkbox"/> An individual <input type="checkbox"/> An organisation</p>	
Contact Particulars	
Salutation: <i>(if applicable)</i>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others:
Name(s):	
Address <i>(If not legally represented):</i>	
Contact No <i>(If not legally represented):</i>	Tel: Fax:
Email Address <i>(If not legally represented):</i>	

SMC Small Case Commercial Mediation Scheme
Mediation Procedure

AVAILABLE DATES FOR MEDIATION

[Please provide a few available dates, if possible mutually agreed dates]

TERMS AND CONDITIONS

By signing and submitting this Application Form to SMC, you have agreed to the SMC Small Case Commercial Mediation Scheme – Mediation Procedure and the following terms and conditions of the Scheme:

(1) A mediation fee deposit is payable to SMC **by each party** within three working days after SMC has confirmed the date of mediation. In the event that that the mediation is aborted after SMC has confirmed the date of mediation, SMC reserves the right to keep any part or all of the mediation fee deposit paid by both parties.

(2) Mediation under this Scheme shall be scheduled either on a weekday or Saturday, depending on the availability of the mediator, parties and venue.

(3) If the total value of the claim is revised to above S\$60,000 before or during the mediation session, SMC reserves the right to revise the mediation fee payable by parties.

SIGNATURE

Applicant's Name and Signature:	
Date:	

**Subject to availability.*

HOW DID YOU HEAR ABOUT US?

- Consumers Association of Singapore
- Community Mediation Centre
- Industry/ Business Network
- Lawyer's Referral
- Media (Newspaper, television etc.)
- SMC Invitation Letter
- SMC Mediation Charter
- SMC Website
- The Supreme Court of Singapore : ADR Offer (Supreme Court Practice Direction) ADR Form
 Referral from AR/ Judicial Officer Referral from Court of Appeal
- The State Courts of Singapore
- Telephone Enquiry to SMC
- Others: _____

SMALL CASE COMMERCIAL MEDIATION SCHEME

AGREEMENT TO MEDIATE

THIS AGREEMENT TO MEDIATE is made between:

(1) The Singapore Mediation Centre of Level 4, 1 Supreme Court Lane, Singapore 178879

(2) _____ of _____ ("**Party A**");

(3) _____ of _____ ("**Party B**"); and

(4) _____ of _____ ("**Mediator**")

WHEREAS

- A. Party A and Party B (the "**Parties**") have requested the mediation services provided by SMC's Small Case Commercial Mediation Scheme (the "**Scheme**") to assist them to resolve the dispute(s) between them.
- B. The Parties agree to attempt, in good faith, to resolve their dispute(s) by mediation.
- C. SMC and the Mediator(s) agree to provide mediation services to assist the Parties in resolving the dispute in accordance with the provisions of the Scheme.

IT IS AGREED as follows:

1 Agreement to Abide by any Settlement

- 1.1 The Parties agree to abide by any settlement and to effect the terms thereof, reached as a result of the mediation process.

2 Terms and process of mediation

2.1 The Parties agree:

- a. To abide by SMC's Mediation Procedure which, among other things governs the terms and process of the said mediation.
- b. That the mediation process shall involve the Parties, the representatives and/or advisors (if any) of the Parties and the Mediator(s)
- c. To pay heed to the Mediation Act 2017.

3 Confidentiality

- 3.1 The provisions contained in this section below are to be read in conjunction with the Mediation Act 2017, and in particular, sections 9, 10 & 11 therein.
- 3.2 The mediation shall be conducted in confidence and on a without prejudice basis.
- 3.3 All persons involved in the mediation duly undertake to keep confidential and not use for any ulterior or collateral purpose:
- a. The fact that the mediation is to take place or has taken place;
 - b. Any views expressed, or suggestions or proposals for settlement made by another party in the course of the mediation;
 - c. Any and all proposals suggested or views expressed by the Mediator(s);
 - d. The fact that another party had or had not been willing to accept a proposal for settlement made by the Mediator(s) or another party; and
 - e. All information (whether oral or in writing) produced for or arising in relation to the mediation, including any settlement agreement, except as directly necessary to implement and enforce any such settlement agreement.
- 3.4 All documents (including anything stored electronically) and/or any other information produced for, or arising in relation to or following from the mediation shall not be discoverable in any proceedings connected with the dispute.
- 3.5 The Parties shall not call the Mediator(s) or SMC (or any employee, officer or representative) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.

4 Stay of proceedings

- 4.1 Unless the parties agree otherwise, the mediation shall not prevent the commencement of any law suit or arbitration.
- 4.2 Where legal proceedings have already been commenced, the mediation shall not act as a stay of such proceedings unless the Court or arbitral tribunal, as the case may be, orders otherwise.

5 Authorisation of Representatives (*if applicable*)

- 5.1 The following persons are hereby authorised to represent Party A and B in the mediation and settlement of disputes:

SMC Small Case Commercial Mediation Scheme
Mediation Procedure

Party	Name of Representative(s)	NRIC Number or Passport Number of Representative(s)

Party	Name of Representative(s)	NRIC Number or Passport Number of Representative(s)

6 Waiver of Liability

6.1 In consideration of SMC and the Mediator(s) providing the mediation services sought by the Parties:

- a. The Parties shall not make any claim whatsoever against the Mediator(s) and/or SMC, its officers and employees for any matter in connection with or in relation to:
 - i. the mediation; and/or
 - ii. the services provided by the Mediator(s) and/or SMC; and/or
 - iii. the dispute between the Parties.

- b. The Mediator(s) shall not be liable to the parties for an act or omission in connection with the mediation service provided by him, unless the act or omission is fraudulent or involves professional misconduct.

- c. SMC shall not be liable to the parties for an act or omission in connection with the services provided by the mediator or in relation to the mediation.

7 Counterparts

7.1 This agreement may be signed by the Parties, SMC and the Mediator(s) in any number of counterparts, all of which taken together and when delivered to one another, including by scanned electronic copies, shall constitute one and the same document.

Date:

SMC Small Case Commercial Mediation Scheme
Mediation Procedure

Signed by:

Witness:

FOR AND ON BEHALF OF PARTY A

Name and Designation

Name:

Designation:

NRIC number:

Signed by:

Witness:

FOR AND ON BEHALF OF PARTY B

Name and Designation

Name:

Designation:

NRIC number:

Signed by:

(Name of Mediator)

Signed by:

SABIHA SHIRAZ

DEPUTY EXECUTIVE DIRECTOR

for and on behalf of the Centre

**SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE**

**SMALL CASE COMMERCIAL MEDIATION SCHEME
CODE OF CONDUCT**

This Code of Conduct (this “Code”) applies to all persons appointed by the Singapore Mediation Centre (“SMC”) to act as Mediators in sessions held by SMC.

1 Acceptance of Assignment

1.1 The Mediator shall before accepting an assignment, be satisfied that he shall be able to conduct the mediation expeditiously and impartially.

2 Impartiality

2.1 The Mediator shall be impartial and fair to the parties, and be seen to be so. Following from this, he shall disclose information which may lead to the impression that he may not be impartial or fair, including, that:

- (a) he has acted in any capacity for any of the parties;
- (b) he has a financial interest (direct or indirect) in any of the parties or the outcome of the mediation; or
- (c) he has any confidential information about the parties or the dispute under mediation derived from sources outside the mediation.

2.2 When in doubt, the Mediator shall refer the matter to SMC.

3 The Mediation Procedure

3.1 The Mediator shall act in accordance with SMC’s Mediation Procedure.

4 Confidentiality

4.1 Any document or information supplied for or disclosed in the course of the mediation shall be kept confidential. The Mediator shall only disclose the same if required to do so by general law, or with the consent of all the parties, or if such disclosure is necessary to implement or enforce any settlement agreement.

4.2 The Mediator (or any member of his firm or company) shall not act for any of the parties subsequently in any matter related to or arising out of the subject matter of the mediation without the written informed consent of all the parties.

4.3 The Mediator shall read these rules in conjunction with the Mediation Act 2017 (No. 1 of 2017) (the “Mediation Act 2017”), in particular, to Sections 9, 10 and 11 therein

5 Settlement

- 5.1 The Mediator shall ensure that any settlement agreement reached is recorded in writing and signed by the parties unless the parties request otherwise.
- 5.2 For avoidance of doubt, a settlement agreement that is recorded in writing may take the form of an electronic record.
- 5.3 For avoidance of doubt, where a settlement agreement takes the form of an electronic record, it may be signed by applying electronic signatures.

6 Withdrawal

- 6.1 A withdrawal by the Mediator shall occur:
- (a) when he realises that he has committed a breach of any of the terms of this Code;
 - (b) if there is a request to do so in writing by any of the parties; or
 - (c) when he is required by any of the parties to do anything in breach of this Code or the SMC's Mediation Procedure.

The Mediator shall, on the occurrence of (a), (b) or (c) above, immediately inform SMC of his withdrawal.

- 6.2 The Mediator also has the discretion to withdraw if:
- (a) any of the parties breaches the Agreement to Mediate or SMC's Mediation Procedure;
 - (b) any of the parties acts unconscionably;
 - (c) in his opinion, there is no reasonable prospect of a settlement; or
 - (d) the parties allege that he is in breach of this Code.

7 Fees

- 7.1 In accepting an appointment, the Mediator expressly agrees to the remuneration in accordance with his terms of appointment as an SMC mediator, and he should not make any unilateral arrangements with any of the parties.

8 Evaluation

- 8.1 The Mediator shall not evaluate the parties' case unless requested by all the parties to do so, and unless he is satisfied that he is able to make such an evaluation.

**SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE**

**SMALL CASE COMMERCIAL MEDIATION SCHEME
FEE SCHEDULE**

1. The fee payable by the parties to the Singapore Mediation Centre (SMC) for the Small Case Commercial Mediation Scheme is as follows:

Face-to-face Mediation (at a venue organised by SMC)	
Quantum of Claim(s) and Counterclaim(s) (S\$)	Mediation Fee (S\$) <i>The first 2 hours of mediation are free of charge, regardless of the quantum of claim(s) and counterclaim(s).</i>
Up to \$20,000	\$80.25 (<i>inclusive of GST</i>) per party per hour or part thereof from the 3 rd hour onwards
Above \$20,000 up to \$40,000	\$107 (<i>inclusive of GST</i>) per party per hour or part thereof from the 3 rd hour onwards
Above \$40,000 up to \$60,000	\$160.50 (<i>inclusive of GST</i>) per party per hour or part thereof from the 3 rd hour onwards

Online Mediation (through SMC's Online Dispute Resolution Portal)	
Quantum of Claim(s) and Counterclaim(s) (S\$)	Mediation Fee (S\$)
Up to \$20,000	\$107.00 (<i>inclusive of GST</i>) per party
Above \$20,000 up to \$40,000	\$160.50 (<i>inclusive of GST</i>) per party

SMC Small Case Commercial Mediation Scheme
Mediation Procedure

Above \$40,000 up to \$60,000	\$214.00 (<i>inclusive of GST</i>) per party
-------------------------------	--

2. The mediation fee payable by the parties covers the mediator's fee and Secretariat services provided by SMC.
3. For a Face-to-face Mediation, a deposit amounting to two (2) hours of Mediation Fee payable, shall be collected from the parties three working days after SMC has confirmed the date of mediation, payable to the "Singapore Mediation Centre".
4. For an Online Mediation, the Mediation Fee, payable to the "Singapore Mediation Centre", shall be collected from the parties three working days after SMC has confirmed the acceptance of all parties to participate in the mediation process.
5. In the event that that the mediation is aborted after SMC has confirmed the date of mediation, SMC reserves the right to keep any part or all of the mediation fee deposit paid by both parties.
6. If the total value of the claim is revised to above S\$60,000 before or during the mediation session, SMC reserves the right to revise the mediation fee payable by parties
7. The mediation session shall be scheduled to take place either on a weekday or Saturday.