SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE

FAMILY MEDIATION SCHEME
THE MEDIATION PROCEDURE

1 The Mediation Process

1.1 The mediation process for the Family Mediation Scheme conducted by the Singapore Mediation Centre (SMC) is to be governed by this Mediation Procedure.

1.2 Parties seeking to mediate their dispute may initiate the same by sending the completed Request for Mediation form found in Annex A to SMC.

1.3 Where not all the parties to a dispute have initiated mediation, SMC will:

(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) within twenty-one (21) days from the date of request inform all parties whether mediation can proceed.

1.4 The mediation process will involve the parties, their representatives and/or advisors (if any) and the Mediator(s). The mediation will be conducted in confidence, and all communications will be on a 'without prejudice' basis.

2 Mediation Agreement

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

3 The Parties

3.1 Generally, the parties to the dispute should attend the mediation in person. The parties will supply SMC and the Mediator(s), within such time as SMC may specify, the names of their representatives and/or advisors attending the mediation.

3.2 The Mediator(s) will determine the steps to be taken during the mediation proceedings after consultation with the parties. The parties will be deemed, upon signing the Mediation Agreement, to have accepted and will be bound by the terms of this Procedure.

4 The Mediator

4.1 Upon the parties' entry into the Mediation Agreement, SMC will appoint a person or several persons to act as the Mediator(s).

4.2 SMC, in the selection, will choose a person who, in its view, will 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 will appoint another person.

4.3 A person selected as a Mediator will disclose any circumstances likely to create an impression of bias or prevent him from acting promptly. SMC, upon receipt of such disclosure, will appoint another person as a Mediator, unless the parties decide otherwise.

4.4 The Mediator:

(a) will prepare himself appropriately before the commencement of mediation;

(b) will abide by the terms of the Mediation Agreement and the Code of Conduct in Annex C;

(c) may assist the parties in the drawing up of any written settlement agreement; and

(d) will, 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) will 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 SMC will make the necessary arrangements for the mediation, including:

(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; and

(d) providing general administrative support.

5.2 SMC may assist in drawing up the Mediation Agreement.

6 Exchange of Information

6.1 At least five (5) days before the mediation, the parties will 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 5 MB in file size.

6.5 Where a document (other than a Summary) is submitted in the form of an electronic record, it must not exceed 5 MB in file.

7 The Mediation

7.1 The mediation will be conducted in confidence, and no transcript or formal record will be made. No audio-visual recording will be made of the proceedings. Only the Mediator(s), the parties and/or their representatives and/or advisors will 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.

7.4 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) will produce a non-binding written recommendation of the terms of settlement. Such a recommendation will 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.

8 Settlement Agreement

8.1 No settlement reached in the mediation will 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.

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 will terminate when:

(a) a party withdraws from the mediation;

(b) a written settlement agreement is concluded;

(c) the Mediator(s) decides that continued mediation is unlikely to result in settlement; or

(d) the Mediator(s) decides that he should withdraw from the mediation for any of the reasons stated in the Code of Conduct.

10 Stay of Proceedings

10.1 Unless the parties otherwise agree, the mediation will not prevent the commencement of any suit or arbitration; nor will it act as a stay of such proceedings.

11 Confidentiality

11.1 All persons involved in the mediation will 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) 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

(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.

11.2 All documents (including anything stored electronically) or any other information produced for, or arising in relation to, the mediation will be privileged, and will not be admissible as evidence or discoverable in any proceedings connected with the dispute unless such documents would have in any event been admissible or discoverable.

11.3 The parties will 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 Each party shall pay a filing fee to SMC. Apart from the filing fee, all fees payable to SMC (including the Mediator's fees) will be borne by the parties in equal portions. The fees will be charged according to the fee schedule set out in Annex D.

12.2 Each party will 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) will 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 negligence or misconduct.

13.2 SMC will 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.

13.3 The parties will 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.

Annexes

Annex A Family Mediation Scheme - Request for Mediation
Annex B Model Mediation Agreement
Annex C Code of Conduct
Annex D Fee Schedule

Issued by:
Singapore Mediation Centre
3 October 2016

Annex A

SINGAPORE MEDIATION CENTRE
FAMILY MEDIATION SCHEME
REQUEST FOR MEDIATION

Family 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?

☐ Yes
☐ No

Remarks:

PLEASE READ

1. Parties who wish to apply for mediation under the Singapore Mediation Centre (SMC) Family Mediation Scheme (the Scheme) must complete this Request for Mediation.
2. This Scheme is applicable, but not limited, to all matters falling under the jurisdiction of the Family Justice Courts, regardless of the total quantum of claim and/or counterclaim**.**
3. Please copy all the relevant parties to the dispute when sending the Request for Mediation to SMC.

FILING FEE

1. Please note that the non-refundable filing fee of of $267.50 (*inclusive of GST*) per party will be payable within three (3) working days after SMC acknowledges the receipt of this Request.
2. SMC will process this request upon full payment of the filing fee.

DETAILS OF PARTIES
(Where there are more than 2 parties or law firms, please provide the details for them in a separate attachment)

Suit Number: *(if applicable)*	

APPLICANT(S)

Please tick the applicable box
☐Plaintiff ☐Defendant ☐ Other :

Contact Particulars

Salutation : *(if applicable)*	☐Mr ☐Mrs ☐Ms ☐Others:
Name(s) :	
Address *(If not legally represented):*	
Contact No *(If not legally*	Tel: Fax:

represented):	
Email Address *(If not legally represented):*	
Contact Particulars (Legal Representatives)	
Salutation: *(if applicable)*	☐ Mr ☐Mrs ☐ Ms ☐ Others:
Name:	
Law Firm:	
Address:	
Contact No:	Tel: Fax:
Email Address:	
Reference Number:	

RESPONDENT(S)	
Please tick the applicable box ☐Plaintiff ☐Defendant ☐ Other :	
Contact Particulars	
Salutation: *(if applicable)*	☐ Mr ☐Mrs ☐ Ms ☐ Others:
Name(s):	
Address *(If not legally represented):*	
Contact No *(If not legally represented):*	Tel: Fax:
Email Address *(If not legally represented):*	
Contact Particulars (Legal Representatives)	
Salutation:	☐Mr ☐Mrs ☐ Ms ☐ Others:
Name:	
Law Firm:	
Address:	
Contact No:	Tel: Fax:

Email Address:	
Reference Number:	

DETAILS OF THE DISPUTE
Quantum of claim: S$ Quantum of counterclaim: S$ Others:
[Please provide brief details of the dispute]
AVAILABLE DATES FOR MEDIATION
[Please provide a few available dates, if possible mutually agreed dates]

MEDIATOR PREFERENCES	
Mediator(s):	☐ Parties wish to choose their own Mediator(s): *(Please note that when parties choose their own mediator, the selected Mediator(s) is/are entitled to charge his/her commercial rates. SMC's published Fee Schedule will not be applicable)* Name(s): **OR** ☐ Parties wish for SMC to appoint appropriate co-mediators:
Mediator Background / Attributes*: [ie industry, profession, language proficiency, age, etc]	
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: _____

Annex B

SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE

FAMILY MEDIATION SCHEME
MODEL MEDIATION AGREEMENT

THIS AGREEMENT TO MEDIATE is made between:

(1) The Singapore Mediation Centre of Level 4, 1 Supreme Court Lane, Singapore 178879 ("**SMC**");

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

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

(4) _____ of _____ (the "**Mediator**"); and

(5) _____ of _____ (the "**Mediator**").

WHEREAS

A. Party A and Party B (the "**Parties**") have requested the mediation services provided by SMC's Family 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 for the Scheme which, among other things governs the terms and process of the said mediation.

b. That the mediation process will involve the Parties, the representatives and/or advisors (if any) of the Parties and the Mediator(s).

3 Confidentiality

3.1 The mediation will be conducted in confidence and all communication will be on a without prejudice basis.

3.2 All persons involved in the mediation will 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. 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.

3.3 All documents (including anything stored electronically) or any other information produced for, or arising in relation to, the mediation will be privileged, and will not be admissible as evidence or discoverable in any proceedings connected with the dispute unless such documents would have in any event been admissible or discoverable.

3.4 The Parties will 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 will not prevent the commencement of any law suit or arbitration; nor will it act as a stay of proceedings.

5 Waiver of Liability

5.1 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) will not be liable to the Parties for any act or omission in connection with the services provided by the Mediator or in relation to the mediation, unless the act or omission is fraudulent or involves willful misconduct.

c. SMC will not be liable to the Parties for any act or omission in connection with the services provided by the Mediator(s) and/or SMC or in relation to the mediation.

6 Counterparts

6.1 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:

Signed by:

Witness:

PARTY A
NRIC number:

Name:
Designation:

Signed by:

Witness:

PARTY B
Name:
Designation:
NRIC number:

Name:
Designation:

Signed by:

Signed by:

MEDIATOR 1

Signed by:

SABIHA SHIRAZ
DEPUTY EXECUTIVE DIRECTOR
for and on behalf of SMC

MEDIATOR 2

Annex C

SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE

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 will before accepting an assignment, be satisfied that he will be able to conduct the mediation expeditiously and impartially.

2 Impartiality

2.1 The Mediator will be impartial and fair to the parties, and be seen to be so. Following from this, he will 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 will 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 will be kept confidential. The Mediator will 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) will 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.

5 Settlement

5.1 The Mediator will 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 will 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 Mediation Agreement 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 will 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.

Annex D

SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE

FAMILY MEDIATION SCHEME
FEE SCHEDULE

1 The fees payable by the parties to the Singapore Mediation Centre ("**SMC**") are as follows:

(a) Filing Fee; and

(b) Mediation Fee.

2 Filing Fee

2.1 Each party[1] is required to pay a non-refundable Filing Fee of $267.50 (*inclusive of GST*) to SMC for the provision of administrative and support services.

2.2 The Filing Fee will be collected within three (3) working days after SMC has acknowledged the receipt of the Request for Mediation. SMC will only proceed to make administrative arrangements for the mediation upon payment of the Filing Fee from all parties named in the Request for Mediation.

3 Mediation Fee

3.1 The Mediation Fee payable to SMC is $2,732.50 (*inclusive of GST*) per party per day (regardless of the quantum in dispute). The Mediation Fee is for, *inter alia*, the following expenses borne by SMC:

(a) Mediator's fee[2];

(b) Rental of premises at Supreme Court[3]; and

(c) Food and beverage charges for lunch and refreshments[4].

3.2 Please note that when parties choose their own Mediator(s), the selected Mediator(s) is/are entitled to charge his/her commercial rates and the above Mediation Fee will not be applicable.

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[1] If a party is represented by a law firm, the reference to party/parties in this Fee Schedule would refer to the representing law firm. Where several parties are represented by the same law firm, they shall collectively be treated as one (1) party for the purposes of fees payable to SMC.

[2] For one (1) full day mediation from 9:30 am to 6:00 pm. Please note that the Mediator's fee remains unchanged even if the mediation begins late or concludes before 6:00 pm. Overtime charges will apply from 6:00 pm onwards.

[3] Subject to availability of venue at the Supreme Court, SMC reserves the right to change the venue of the mediation and revise the Mediation Fee quoted in this Fee Schedule.

[4] The Mediation Fee payable by a party covers the food and beverage charges for lunch and refreshments for the Mediator(s) and up to three (3) persons per party.

4 Additional Charges

4.1 In addition to the Mediation Fee, SMC will collect a deposit for the additional charges stated in paragraph 4.2.

4.2 Parties will be required to pay overtime charges and room rental charges when a mediation:
(i) lasts beyond 6:00 pm on a weekday; or
(ii) takes place on a weekend or a Public Holiday.

4.2.1 Overtime charges will be charged at a rate of $428 (*inclusive of GST*) per two (2) hours or part thereof for Mediator(s) and at a rate of $214 (*inclusive of GST*) per two (2) hours or part thereof for SMC staff.

4.2.2 SMC will advise parties on the room rental charges applicable depending on the venue of the mediation.

4.2.3 Both overtime charges and room rental charges will be borne by the parties in equal portions.

4.3 Where more than three (3) representatives attend the mediation on behalf of a party, that party will be required to pay to SMC an additional food and beverage fee per person per day.

5 Payment of Total Mediation Fee

5.1 The payment of the Mediation Fee and deposit for additional charges (collectively, the "**Total Mediation Fee**") must be made within one (1) week from the date parties are informed by SMC as to the Total Mediation Fee payable.

5.2 In the event that a law firm is unable to make payment of the Total Mediation Fee within one (1) week from the date parties are informed by SMC as to the Total Mediation Fee payable, SMC will require a letter by the law firm undertaking to pay the Total Mediation Fee on behalf of their client.

5.3 Paragraph 5.2 does not apply to parties who are not legally represented. Unrepresented parties will not be allowed to sign a letter of undertaking in lieu of payment. If an unrepresented party fails to make payment of the Total Mediation Fee within one (1) week from the date parties are informed by SMC as to the Total Mediation Fee payable, SMC retains the discretion to postpone the mediation until their Total Mediation Fee is paid in full. Should SMC postpone the mediation, the unrepresented party who has failed to make payment will be liable to SMC for any expenses already incurred.

6 Notice of Cancellation or Rescheduling

6.1 Notice(s) of cancellation or rescheduling of the mediation session must be faxed to SMC at least four (4) clear working days before the date of the mediation, failing which the initiating party will be required to bear 50% of their Mediation Fee for the cancellation or postponement of the mediation.

7 Refunds

7.1 Any refund to the parties will generally be made within twenty-one (21) working days from the date of the mediation or the date of cancellation of the mediation.