

**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 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 Application Form in Annex A to SMC.
- 1.3 Where not all the parties to a dispute have initiated mediation, SMC will:
- (a) within 14 days from the date of request contact the remaining parties to persuade them to participate in the mediation process; and
  - (b) within 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 or Mediators. 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 avoidance of doubt, the Mediation Agreement may take the form of an electronic record.

**3 The Parties**

- 3.1 Generally, individuals should attend the mediation in person. In the case of corporate entities, the parties may appoint representatives to act for them at the mediation. The parties will confer upon their representatives the necessary authority to settle the dispute. The parties will supply SMC and the Mediator, within such time as SMC may specify, the names of the representatives and advisors attending the mediation.
- 3.2 The Mediator 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 to act as the Mediator or several persons as Mediators.
- 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 will not make any ruling/finding with respect to the dispute.

- 4.5 The Mediator (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 and SMC are not agents of, or acting in any capacity for, any of the parties. The Mediator is not an agent of SMC.

## **5 SMC**

- 5.1 SMC will make the necessary arrangements for the mediation, including:
- (a) appointing the Mediator or Mediators;
  - (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 days before the mediation, the parties will provide each other, the mediator 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 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, the parties and/or their representatives and 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 may obtain expert advice in technical matters with the consent of the parties, who shall bear the expenses incurred.
- 7.4 The Mediator 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 agrees, the Mediator 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 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 and the other parties.

9.2 The mediation will terminate when:

- (a) a party withdraws from the mediation;
- (b) a written settlement agreement is concluded;
- (c) the Mediator decides that continued mediation is unlikely to result in settlement;  
or
- (d) the Mediator 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;
- (d) the fact that another party had or had not been willing to accept a proposal for settlement made by the Mediator; 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 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 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 will not be liable to the parties for any 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 wilful misconduct.
- 13.2 SMC will not be liable to the parties for any act or omission in connection with the services provided by it or in relation to the mediation.
- 13.3 The parties will not make any claim against the Mediator 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 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	Application Form
Annex B	Model Mediation Agreements
Annex C	Code of Conduct
Annex D	Fee Schedule

## **Issued by:**

Singapore Mediation Centre  
1 January 2013

<b>SINGAPORE MEDIATION CENTRE</b> <b>SMALL CASE COMMERCIAL MEDIATION SCHEME</b> <b>APPLICATION FORM</b>
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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](mailto:enquiries@mediation.com.sg) Website: [www.mediation.com.sg](http://www.mediation.com.sg)

Have all the parties agreed to mediate this matter?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Comments:	
<b>PLEASE READ</b>	
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. To qualify for the Scheme, the total amount of your claim <b>must not exceed S\$60,000.</b>	
<b>(A) DETAILS OF APPLICANT</b>	
I am applying:	<input type="checkbox"/> As an individual (please proceed to A1) <input type="checkbox"/> For an organisation (please proceed to A2)
<b>(A1) Contact Particulars (Individual)</b>	
Salutation:	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others:
Name :	
Address :	
Contact No:	Home: <span style="float: right;">Mobile:</span> Fax:
Email Address:	
<b>(A2) Contact Particulars (Company)</b>	
Salutation:	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others:
Name:	
Designation in Company:	

Company Address:		
Contact No:	Office: Fax:	Mobile:
Email Address:		

**(B) DETAILS OF COUNTER PARTY**

*Please fill this up with as much information as you have.*

*(If there is more than one counter party, please provide the details to this Form as a separate attachment)*

My counter party is:	<input type="checkbox"/> An individual (please proceed to B1) <input type="checkbox"/> An organisation (please proceed to B2)
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**(B1) Contact Particulars (Individual)**

Salutation:	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others:
Name:	
Address:	
Contact No:	Home: <span style="float: right;">Mobile:</span> Fax:
Email Address:	

**(B2) Contact Particulars (Company)**

Salutation:	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others:
Name :	
Designation in Company:	
Company Address:	
Contact No:	Office: <span style="float: right;">Mobile:</span> Fax:
Email Address:	

**(C) DETAILS OF THE DISPUTE**

The value of the claim is: S\$

*(Please be aware that your claim cannot be more than S\$60,000 to qualify for this scheme)*

**Type of Dispute**

- Banking  Construction  Company / Shareholders  Employment  Information Technology  Insurance  Intellectual Property  Estate Matters  Partnership  Personal Injury or Death  Professional Malpractice  Renovation  Sale and Purchase of Property  Sale and Purchase of Goods and Services  Shipping  Tenancy and Leases
- Others:

[Please provide brief details of the dispute]

**TERMS AND CONDITIONS**

By signing and submitting this Application Form to SMC, you have agreed to the Scheme 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 will 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**

Signature:

Name:

Date:

**HOW DID YOU FIND OUT ABOUT THIS SCHEME?**

- SMC website
- The Subordinate Courts of Singapore
- Small Claims Tribunal
- Consumers Association of Singapore
- Community Mediation Centre
- Lawyer's Referral
- Media (Newspaper, television etc)
- Telephone Enquiry to the Singapore Mediation Centre
- Others: Please specify \_\_\_\_\_ -

\_\_\_\_\_

**SINGAPORE MEDIATION CENTRE  
MEDIATION SERVICE**

**SMALL CASE COMMERCIAL MEDIATION SCHEME  
THE MODEL MEDIATION AGREEMENT  
(Corporations / Firms)**

**THIS AGREEMENT** is made between:

- (1) The Singapore Mediation Centre of 1 Supreme Court Lane, Level 4, Singapore 178879 (SMC)
- (2) of (Mediator)
- (3) of
- (4) of

**WHEREAS**

- A. The Parties wish to attempt in good faith to resolve their disputes without litigation.
- B. SMC and the Mediator have agreed to provide mediation services to assist the Parties in resolving these matters.

**IT IS AGREED** as follows:

**1 Submission**

- 1.1 The Parties agree and consent that the disputes arising out of or in connection with this claim and related matters shall be submitted to SMC for mediation.
- 1.2 The Parties agree to abide by any settlement and to effect the terms thereof reached through the mediation.

**2 Terms and Process of Mediation**

- 2.1 The Parties agree to abide by SMC's Mediation Procedure. Among other things, the terms and process of mediation, and the fees chargeable for the mediation service, shall be governed by the Mediation Procedure.

**3 Authorisation of Representatives**

3.1 The following persons are hereby authorised to represent the Parties in the mediation and settlement of disputes:

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

#### 4 Waiver of Liability

4.1 In consideration of SMC and the Mediator providing the mediation services sought by the Parties:

- (a) The Parties shall not make any claim whatsoever against the Mediator 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 and/or SMC; and/or
  - (iii) the dispute between the Parties.
- (b) The Mediator 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 wilful misconduct.
- (c) SMC will not be liable to the Parties for any act or omission in connection with the services provided by the Mediator and/or SMC or in relation to the mediation.

Dated:

Signed by:

\_\_\_\_\_  
[Name and designation]  
for and on behalf of  
[Name of Party]

Witness:

\_\_\_\_\_  
[Name and designation]

Signed by:

\_\_\_\_\_  
for and on behalf of SMC

Signed by:

\_\_\_\_\_  
[Name and designation]  
for and on behalf of  
[Name of Party]

Witness:

\_\_\_\_\_  
[Name and designation]

Signed by:

\_\_\_\_\_  
[Name of the Mediator]

**SINGAPORE MEDIATION CENTRE  
MEDIATION SERVICE**

**THE MODEL MEDIATION AGREEMENT  
(Natural Persons)**

**THIS AGREEMENT** is made between:

- (1) The Singapore Mediation Centre of 1 Supreme Court Lane, Level 4, Singapore 178879 (SMC)
- (2) \_\_\_\_\_  
of  
(Mediator)
- (3) \_\_\_\_\_  
of
- (4) \_\_\_\_\_  
of

**WHEREAS**

- A. The Parties wish to attempt in good faith to resolve their disputes without litigation.
- B. SMC and the Mediator have agreed to provide mediation services to assist the Parties in resolving these matters.

**IT IS AGREED** as follows:

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- 1.1 The Parties agree and consent that the disputes arising out of or in connection with this claim and related matters shall be submitted to SMC for mediation.
- 1.2 The Parties agree to abide by any settlement and to effect the terms thereof reached through the mediation.

**2 Terms and Process of Mediation**

- 2.1 The Parties agree to abide by SMC's Mediation Procedure. Among other things, the terms and process of mediation, and the fees chargeable for the mediation service, shall be governed by the Mediation Procedure.

**3 Waiver of Liability**

- 3.1 In consideration of SMC and the Mediator providing the mediation services sought by the Parties:

- (a) The Parties shall not make any claim whatsoever against the Mediator and 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 and/or SMC; and/or
  - (iii) the dispute between the Parties.
- (b) The Mediator 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 wilful misconduct.
- (c) SMC will not be liable to the Parties for any act or omission in connection with the services provided by the Mediator and/or SMC or in relation to the mediation.

Dated:

Signed by:

Signed by:

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[Name and designation]  
for and on behalf of  
[Name of Party]

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[Name and designation]  
for and on behalf of  
[Name of Party]

Witness:

Witness:

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[Name and designation]

---

[Name and designation]

Signed by:

Signed by:

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for and on behalf of the SMC

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[Name of the Mediator]

**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 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.

**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:

<b>Quantum of Claim(s) and Counterclaim(s) (S\$)</b>	<b>Mediation Fee (S\$)</b> <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 <sup>rd</sup> 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 <sup>rd</sup> 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 <sup>rd</sup> hour onwards

2. The mediation fee payable by the parties covers the mediator's fee and Secretariat services provided by SMC.
3. A deposit amounting to two (2) hours of Mediation Fee payable, will be collected from the parties three working days after SMC has confirmed the date of mediation, payable to the 'Singapore Mediation Centre'.
4. The mediation session will be scheduled to take place either on a weekday or Saturday.