

**LEASE AGREEMENT FOR RETAIL PREMISES  
ALTERNATIVE DISPUTE RESOLUTION SCHEME RULES**

**1. INTRODUCTION**

These Lease Agreement for Retail Premises Alternative Dispute Resolution Scheme Rules (“**LARP-ADR Rules**”) shall apply to the alternative dispute resolution scheme (“**ADR Scheme**”) and these LARP-ADR Rules are subject to the Lease Agreement for Retail Premises Act (2023) (the “**Act**”) and the Lease Agreement for Retail Premises Regulations (the “**Regulations**”).

In the event of any inconsistency between any provision in the Regulations or Act and any provision in the LARP-ADR Rules, the provision in the Regulations or Act shall prevail.

Parties must first undergo Scheme Mediation. If the Applicable Dispute is not successfully resolved under the Scheme Mediation, parties may apply for the Applicable Dispute to be resolved under the Scheme Adjudication.

“**Days**” shall mean calendar days.

“**Parties**” shall mean the Applicant and Respondent collectively.

**2. AUTHORISED DISPUTE RESOLUTION BODY**

2.1 Pursuant to Section 10(1)(a) of the Act, the Singapore Mediation Centre (“**SMC**”) has been authorised as the Authorised Dispute Resolution Body.

2.2 SMC shall be responsible for the operation and administration of the ADR Scheme on the terms of these LARP-ADR Rules, which includes making arrangements for the conduct of the ADR process under the ADR Scheme. For the avoidance of doubt, SMC does not provide any legal advice and/or interpret any legislation or statutory provision.

**3. REQUEST FOR MEDIATION**

3.1 Pursuant to Section 9(2) of the Act, a party (the “**Applicant**”) may submit its dispute (the “**Applicable Dispute**”) for mediation (“**Request for Mediation**”) by:

3.1.1 completing and submitting all required information in the prescribed request form and all required accompanying documents-

(i) electronically through the Online Platform; or

(ii) physically in printed form at the premises of SMC during its business hours, where the Applicant is unable to use the Online Platform for any reason.

3.1.2 paying the non-refundable Mediation Filing Fee to SMC as prescribed in Annex A in such manner and in accordance with such timeline as stipulated or directed by SMC and any failure by any party to make the required payment may result in SMC’s termination of proceedings in relation to the Applicable Dispute under the ADR Scheme. SMC shall notify the parties of termination in such an event via the Online Platform, in writing by email or any other mode of communication as shall be determined by SMC.

3.2 The Applicant shall ensure that all information and documents accompanying the Request for Mediation, is true, accurate, and correct, failing which, SMC is entitled to terminate all proceedings in relation to the Applicable Dispute under the ADR Scheme, without prejudice to Rule 3.4 below.

3.3 Subject to the Applicant complying with the requirements under Rule 3.1, the Respondent will receive notification of the Request for Mediation by email at the email address provided to SMC by the Applicant in the Request for Mediation.

3.4 Where the ADR Scheme proceedings under these LARP–ADR Rules are terminated pursuant to Rule 3.1.2 and Rule 3.2 above or Rule 4.4, Rule 5.1.1(ii), Rule 5.1.4(ii)(b) or Rule 5.2.1(ii) below, the Applicant may make further attempts to resolve the same Applicable Dispute through this ADR Scheme again by submitting a fresh Request for Mediation.

#### 4. **RESPONDENT'S RESPONSE**

4.1 Within 5 Days of being notified of the Request for Mediation, the Respondent shall, via the Online Platform, indicate its:

4.1.1 confirmation to submit to and participate in the ADR Scheme to resolve the Applicable Dispute with the Applicant as stated in the Request for Mediation, in which case, the parties shall be -

(i) deemed to –

(a) have agreed to submit the Applicable Dispute to and participate in the ADR proceedings under the Scheme, which comprises of Scheme Mediation and Scheme Determination as may be applicable; and

(b) have agreed to be bound by these LARP–ADR Rules in the ADR of such Applicable Dispute; and

4.2 Upon receipt of the Respondent's confirmation under Rule 4.1.1, SMC shall notify the parties that the Respondent has so responded and shall provide further information and instructions as regards the Scheme Mediation to the parties.

4.3 In relation to any Request for Mediation that is not submitted via the Online Platform, reference to the Online Platform in Rule 4.1 and any other Rule herein shall mean in-person, via email, or any other mode of communication as instructed by SMC.

4.4 Where the Respondent fails to indicate its confirmation in accordance with Rule 4.1.1, SMC and/or the Mediator may confirm that the Scheme Mediation is unsuccessful and the Applicant may elect to proceed with Scheme Adjudication. If the Applicant elects to proceed with Scheme Adjudication, the Applicant shall inform SMC accordingly within 7 Days from the expiry of the 5-Day period that is mentioned in Rule 4.1 (or by a date to be determined by SMC).

#### 5. **ADR PROCEEDINGS**

##### 5.1 **Scheme Mediation**

Rule 5.1 shall apply upon the Applicant having met the requirements set out in Rule 3.1 and the Respondent having indicated its participation in the ADR Scheme as set out in Rule 4.1.1:

##### 5.1.1 Fees

Each party shall pay to SMC their respective contributions to the fees payable for the Scheme Mediation:

(i) in such amounts stated in the attached **Annex A**; and

(ii) in such manner as stipulated or directed by SMC, and whereby failure by the parties to make the required payment may result in SMC's termination of all proceedings in relation to the Applicable Dispute under the ADR Scheme. SMC shall notify the parties of termination in such an event via the Online Platform, in-person, via email, or any other mode of communication as shall be determined by SMC.

5.1.2 Mediator

- (i) Subject to Rule 5.1.3(ii)(b) below, SMC shall appoint a neutral third party to act as mediator ("**Mediator**") after the Applicant having met the requirements set out in Rule 3.1, and notify the parties of the appointment.
- (ii) For the avoidance of doubt, SMC shall have sole discretion in its appointment of the Mediator.

5.1.3 Proceeding

- (i) Subject to Rule 5.1.3(ii), the Scheme Mediation proceeding will be conducted for a maximum period of 10 Days via the Online Platform ("**Scheme Mediation Period**"):
  - (a) from the date that the Mediator commences communication with the Applicant and/or the Respondent via the chat function via the Online Platform ("**Chatroom**");
  - (b) during which the parties and the Mediator shall be permitted entry to the Chatroom and communicate via asynchronous text messages.

(ii) *In-Person Proceeding*

Where either of the parties submits the Request for Mediation physically in printed form to SMC pursuant to Clause 3.1.1(ii), the Scheme Mediation shall be conducted **in-person**, in which case –

(a) subject to SMC having –

- (1) been satisfied that the requirements set out in Rule 3.1 have been met by the Applicant; and
- (2) has no other reason to deny the request

(b) SMC shall appoint a Mediator and notify the parties of the appointment;

(c) SMC shall make and notify the parties and the Mediator of the arrangements for the in-person Scheme Mediation (including the date of the mediation) –

- (1) as soon as practicable after having received the fees as stated in the attached **Annex A** for such in-person proceeding;
- (2) ensuring that the parties and Mediator are all available on the date of mediation; and
- (3) at such available physical venue as determined by SMC or, if SMC is unable to provide a physical venue, at a physical venue to be sourced for and agreed upon by the parties;

(d) the parties shall -

- (1) participate in the in-person Scheme Mediation at the above appointed time, date and venue; and
- (2) comply with and conclude the Scheme Mediation proceedings in accordance with the timelines specified by SMC.

- (iii) For the avoidance of doubt, following the submission of the Applicable Dispute to Scheme Mediation for resolution, neither the Respondent nor the Applicant may exercise any right of postponement of the Scheme Mediation Period or cancellation of or withdrawal of the Applicable Dispute from the Scheme Mediation.

#### 5.1.4 Outcome

If the Applicable Dispute:

- (i) is resolved through the Scheme Mediation proceeding, the parties shall sign a written settlement agreement on the terms of resolution of the Applicable Dispute (“**Settlement Agreement**”) -
  - (a) which may take the form of an electronic or physical record with electronic or physical signatures, in any number of counterparts, all of which taken together and when delivered to one party to the other party thereto, including by scanned electronic copies, shall constitute one and the same document;
  - (b) which may be based on such template as may (but need not) be made available by SMC or the Mediator, strictly for reference and in any case without liability nor responsibility for any provision of such template;
  - (c) in relation to which the parties shall each remain respectively responsible for obtaining independent legal advice on its position and interests under the Settlement Agreement; and
  - (d) a copy of which shall be made available to SMC by the mediator upon which the Applicable Dispute shall be deemed closed.

and all proceedings in relation to the Applicable Dispute shall be terminated by SMC’s notification of such termination to the parties via the Online Platform, without prejudice to Rule 3.4 above; or

- (ii) remains unresolved as at the expiry of the Scheme Mediation Period or Scheme Mediation is terminated by the Mediator at any point before expiry of the Scheme Mediation Period upon the Mediator’s determination that the Applicable Dispute is unlikely to be resolved through the Scheme Mediation, Scheme Mediation would be deemed unsuccessful, and -
  - (a) within 7 days of such expiry of the Scheme Mediation Period (or the date of the in-person proceeding, as the case may be), and pursuant to the instructions of the Applicant, the Mediator shall notify SMC, via the Chatroom in the Online Platform, if the Applicant wishes to submit the Applicable Dispute to Scheme Adjudication for resolution in accordance with the provisions of Rule 5.2 below; and
  - (b) in the absence of any such notification by the Mediator under Rule 5.1.4(ii)(a) above, all proceedings in relation to the Applicable Dispute under the ADR Scheme shall be terminated. SMC shall notify parties of such via the Online Platform, without prejudice to Rule 3.4 above.

In relation to any Request for Mediation that is not submitted via the Online Platform, reference to the Online Platform in Rule 5.1.4 shall mean in-person, via email, or any other mode of communication as instructed by SMC.

#### 5.2 **Scheme Adjudication**

Pursuant to Rule 5.1.4(ii)(a), in the event that the Applicant instructs the Mediator that it wishes to undergo Scheme Adjudication, the following provisions of this Rule 5.2 shall apply:

##### 5.2.1 Fees

Each party shall pay to SMC their respective fees payable to undergo Scheme Adjudication:

- (i) in such amounts as prescribed in **Annex A** to these Rules hereto; and
- (ii) in such manner and in accordance with such timeline as stipulated or directed by SMC and any failure by any of the parties to make the required payment may result in SMC's termination of proceedings in relation to the Applicable Dispute under the ADR Scheme. SMC shall notify the parties of termination in such an event via the Online Platform, in writing by email, or any other mode of communication as shall be determined by SMC.

#### 5.2.2 Adjudicator

Within 7 Days following its receipt of the Fees from the parties payable pursuant to Rule 5.2.1, SMC shall appoint a neutral third party ("**Adjudicator**") to adjudicate the Applicable Dispute and notify the parties of the appointment.

#### 5.2.3 Proceeding

The Adjudicator will adjudicate:

- (i) solely on the basis of information and documents submitted in the Request for Mediation and such other information and documents as may be further submitted through the Online Platform by the Respondent and/or the Applicant, including in response to a request by the Adjudicator, being such request as the Adjudicator shall be entitled to make; and
- (ii) without conducting any proceeding involving both the parties in a real-time conference or forum, whether in-person, virtually, through telecommunication means or otherwise.

#### 5.2.4 Adjudication Determination

Within 14 Days of the appointment of the Adjudicator, the Adjudicator shall issue a determination on the Applicable Dispute. The determination:

- (i) shall be made in writing by the Adjudicator and be conveyed to the parties and SMC upon which the Applicable Dispute shall be deemed closed; and
- (ii) subject to Section 27 of the Act, shall be final and binding on and enforceable against each party.

In relation to any Request for Mediation that is not submitted via the Online Platform, reference to the Online Platform in Rule 5.2 shall mean in-person, via email, or any other mode of communication as instructed by SMC.

### 5.3 **Information / Documents and Online Platform**

For purposes of the ADR Scheme proceedings:

- 5.3.1 unless otherwise expressly provided in these LARP–ADR Rules, the parties shall submit all relevant information and documents through the Online Platform. Mediators, Adjudicators, and/or SMC are not responsible for conducting any inquiry or verification as to the accuracy, authenticity, and/or completeness of such information and documents submitted. Parties bear the responsibility to ensure the accuracy, authenticity, and/or completeness of the information and documents that they submit; and
- 5.3.2 use of the Online Platform and all facilities thereunder including the Chatroom, shall be subject to and governed by these LARP–ADR Rules, which all users of the Online Platform including the parties, Mediators and Adjudicators, SMC, as may be applicable, are required to comply with.

## 5.4 **Confidentiality**

5.4.1 Subject to Rule 7.4.2, all information, documents and proceedings relating to the Applicable Dispute under the ADR Scheme shall be kept confidential by all persons having or given access to them as provided under these LARP–ADR Rules. In particular:

- (i) all recordings and/or photography in any form or medium is strictly prohibited;
- (ii) SMC will not retain any messages exchanged, or documents filed, following conclusion of the ADR; and
- (iii) only the relevant persons involved will be permitted access to the Online Platform on a need-to-know basis.

5.4.2 Without prejudice to the foregoing and the Act, SMC shall be at liberty to disclose to the Fair Tenancy Industry Committee (“**FTIC**”), all details and statistical data relating to the ADR Scheme and the progress, conduct, participation in, status and outcome of the attempt(s) to resolve any Applicable Disputes at each stage provided under these LARP–ADR Rules.

5.4.3 In any court, legal or other proceedings connected with the Applicable Dispute:

- (i) all documents (howsoever stored or expressed) and/or any other information produced for, arising from or relating to, the ADR Scheme proceedings, shall not be the subject of any discovery proceedings nor be otherwise discoverable; and
- (ii) no Mediator, Adjudicator and/or SMC (or any employee, officer or representative of any of them) shall be called as or called to become a witness, consultant, arbitrator or expert.

## 5.5 **Other Costs**

Other than the fees payable in accordance with Rule 3.1.2, Rule 5.1.1 and Rule 5.2.1, each party shall bear his own costs, expenses and disbursements for or in connection with participating in the proceedings under these LARP–ADR Rules, including the costs of any advisors retained.

## 5.6 **Exclusion of Liability**

The ADR Scheme is made available subject to Section 15 of the Act.

## 5.7 **Termination of Proceedings**

5.7.1 Upon termination of the proceedings under this ADR Scheme, whether pursuant to Rule 3.1.2, Rule 3.2, Rule 4.3, Rule 5.1.1(ii)(b), or Rule 5.2.1(ii)(b), the parties shall immediately cease use of the Online Platform, including the Chatroom. There shall be no further communication on the matter of the Applicable Dispute in question, without prejudice to Rule 3.4 above.

5.7.2 Notwithstanding the termination of proceedings for any reason whatsoever, SMC shall be entitled to payment of any and all outstanding fees payable under the terms of these LARP–ADR Rules. If for any reason, any such fees had not become due prior to the termination, they shall become due and payable upon such termination.

## 5.8 **Governing Law and Interpretation**

5.8.1 The LARP–ADR Rules shall be governed and constructed in accordance with the laws of Singapore.

5.8.2 In the event of any ambiguity in or inconsistency between any provisions in these LARP–ADR Rules, SMC’s interpretation of the relevant Scheme Rules shall be final and binding.

5.9 **Amendments**

Any, some or all of these LARP–ADR Rules may be modified, changed, amended or updated from time to time by superseding such LARP–ADR Rules as are so modified, changed, amended or updated.

5.10 **Interpretation of Rules**

In the event of any ambiguity or inconsistency in these Rules, SMC's interpretation of the Rules shall be final and binding on the Parties and the Mediator.

**Annexes:**

Annex A      Fee Schedule

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