

Law Society



Mediation Scheme Handbook

2017



THE LAW SOCIETY
OF SINGAPORE

Law Society Mediation Scheme Handbook 2017

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A. Introduction

Mediation is a private process where parties agree to refer their dispute to a mediator(s) whose role will be to assist the parties in arriving at a mutually acceptable resolution of the dispute. Unlike litigation or arbitration, the resolution of the dispute is not dependant on a third party imposing a decision on the parties.

The Law Society Mediation Scheme (the “LSMS”) allows for the resolution of disputes through mediation in a cost-effective and timely manner and provides disputants with an opportunity of resolving their disputes without having to resort to or continue with litigation or arbitration.

B. Special Features of the LSMS

The LSMS can operate in the following ways:

- (a) through an agreement entered into before a dispute arises, to refer that dispute to mediation;
- (b) through an agreement entered into after the dispute arose to refer the dispute to mediation;
- (c) through an agreement to refer the dispute for mediation entered into during court or arbitration proceedings; and
- (d) together with the Law Society Arbitration Scheme (the “LSAS”) through a multi-tiered dispute resolution clause in an agreement entered into before or after the dispute arose.

The LSMS complements the LSAS and provides parties with the option of having disputes referred to mediation either before LSAS arbitration proceedings have commenced or after LSAS proceedings have commenced.

Model clauses for Mediation and Mediation-Arbitration for incorporation into contracts and agreements are set out at Part 2 of this Handbook.

C. Rules of Mediation

The Law Society Mediation Rules (the “Rules”) govern mediation under LSMS. The Rules are simple and flexible enough to accommodate all civil disputes. Parties are free to agree how, and in what form, they wish to present or inform the mediator(s) of their case.

Part 3 of this Handbook sets out the Rules.

D. Mediators

The President of the Law Society of Singapore will appoint a Senior Mediator from the LSMS Panel of Mediators to mediate the dispute where the value of the claim is up to S\$250,000.

Where the value of the claim is more than S\$250,000, the President will appoint a Senior Mediator and an Associate Mediator from the LSMS Panel of Mediators to mediate the dispute. The Senior Mediator will conduct the Mediation with the assistance of the Associate Mediator.

E. Costs of Mediation

The Law Society of Singapore will determine the fees payable to the mediator(s). The Fees Schedule at Part 3 of this Handbook, sets out the fees payable to the mediator(s). The Law Society of Singapore may review the Fees Schedule from time to time and will set out the latest Fees Schedule on the Law Society of Singapore’s website.

F. Law Society of Singapore as Facilitator

The Law Society of Singapore will, if requested by parties, arrange for facilities for the conduct of the mediation. The Fees Schedule also sets out the costs charged by the Law Society of Singapore for providing administrative support and for arranging facilities. The Law Society of Singapore may review these costs from time to time and will set out the current rates on the Law Society of Singapore’s website.

G. Conclusion

Mediation under LSMS is available for all civil disputes. Parties will find the process simple and cost effective.

For further information on the LSMS, please refer to the Law Society of Singapore's website.

The following clauses, which can be found on the Law Society of Singapore's website, may be inserted into your contract:

A. Mediation Clause

All disputes, controversies or differences (“dispute”) arising out of or in connection with this contract, including any questions regarding its existence, validity or termination, shall first be referred to mediation in Singapore, in accordance with the Law Society Mediation Rules for the time being in force.

B. Mediation-Arbitration Clause

All disputes, controversies or differences (“dispute”) arising out of or in connection with this contract, including any questions regarding its existence, validity or termination, shall first be referred to mediation in Singapore, in accordance with the Law Society Mediation Rules for the time being in force.

In the event that the dispute cannot be resolved in mediation within the time agreed by the parties, the parties shall refer the dispute to arbitration in Singapore in accordance with the Law Society Arbitration Scheme and the rules thereunder for the time being in force.

Article 1 – Introduction

- 1.1 The Law Society Mediation Rules (the “Rules”) provide the procedure for mediation under the Law Society Mediation Scheme (“LSMS”).
- 1.2 The Rules provide for the appointment of one or more neutral third parties (the “Mediator(s)”) from the LSMS Panel of Mediators to assist the parties in settling their disputes.
- 1.3 Where any agreement (the “Agreement to Mediate”) provides for mediation of existing or future disputes under the LSMS, the Rules, or any other reference to mediation by the Law Society of Singapore (“the Law Society”), the parties shall be taken to have agreed that the mediation shall be conducted in accordance with the edition of these Rules in force or in effect at the time of reference of the disputes to mediation.

Article 2 – Commencing Mediation: Agreement to Mediate

- 2.1 Where there is an Agreement to Mediate, any party or parties wishing to commence a mediation shall send to the President of the Law Society (the “President”) a request for mediation in the form found in Annex A of the Rules (the “Request”) together with a non-refundable administration fee as set out in the Fees Schedule of the Rules. The Request shall briefly state the nature of the dispute and the value of the claim, and should include, or be accompanied by a copy of the Agreement to Mediate, the names, addresses, telephone, facsimile, and e-mail addresses (if known) of the parties to the mediation, and of their legal representatives (if known).
- 2.2 If all parties do not make the Request jointly, the party requesting mediation shall send a copy of the Request to the other party or parties.
- 2.3 The date of commencement of the mediation shall be the date the President receives the Request.

Article 3 – Commencing Mediation: No Prior Agreement to Mediate

- 3.1 Where there is no prior agreement to mediate, any party or parties wishing to commence a mediation under the Rules shall send to the President a Request together with a non-refundable administration fee as set out in the Fees Schedule of the Rules. The Request shall briefly state the nature of the dispute and the value of the claim, and should include, or be accompanied by, the names, addresses, telephone, facsimile, and e-mail addresses (if known) of the parties to the mediation, and of their legal representatives (if known).
- 3.2 If the Request is not made jointly by all parties to the dispute:
- (a) the party wishing to commence the mediation shall send a copy of the Request to the other party or parties; and
 - (b) the other party or parties shall, within 14 days of receiving the Request, inform the President in writing whether or not they agree to the mediation of the dispute.
- 3.3 The date of commencement of the mediation shall be the date the President receives the consent of the other party or parties to mediate.
- 3.4 In the event that the other party or parties either decline(s) mediation, or fail(s) to agree to mediation within the 14 days referred to in Article 3.2(b), there shall be no mediation under the Rules and the President shall so advise the parties in writing.

Article 4 – Appointment of Mediator

- 4.1 After the commencement of mediation, the President shall appoint the Mediator(s) from the LSMS Panel of Mediators (“the Panel”) as soon as practicable.
- 4.2 Where the value of the claim is:
- (a) up to S\$250,000, the President shall appoint a Senior Mediator from the Panel;
 - (b) above S\$250,000, the President shall appoint both a Senior Mediator and an Associate Mediator from the Panel.

- 4.3 Where the parties have nominated a Senior Mediator from the Panel, the President may consider the parties' nomination when appointing the Senior Mediator. However, the President shall make the final decision on the appointment of the Mediator(s) and such decision shall not be subject to any review whatsoever.
- 4.4 Before accepting the appointment by the President, the Mediator(s) shall furnish the President with a declaration in the form set out in Annex B of the Rules.
- 4.5 Where a Mediator(s) has made a disclosure pursuant to Article 4.4, or where a party independently knows of circumstances likely to give rise to justifiable doubts as to the Mediator's impartiality or independence, a party may in writing object to the Mediator's appointment. Upon receipt of the written objection, the President may appoint another Mediator(s), if he thinks fit. The decision of the President shall be final and not subject to any review whatsoever.

Article 5 – Statements by the Parties

- 5.1 The parties are free to agree how, and in what form, they will present or inform the Mediator(s) of their case.
- 5.2 Unless they have agreed otherwise, each party shall submit to the Mediator(s), a brief written statement summarising their case, the background to the dispute and the issues to be resolved. The brief written statement submitted by each party should ordinarily not exceed 10 pages. The parties shall deliver copies of the brief written statement to the other party or parties.

Article 6 – Conduct of the Mediation

- 6.1 Each party shall notify the other party or parties and the Mediator(s) of the number and identity of those persons who will attend any meeting convened by the Mediator(s).
- 6.2 Each party shall identify a representative of that party who is authorised to settle the dispute on behalf of that party, and shall confirm that authority in writing.

- 6.3 The Mediator(s) may conduct the mediation in such manner as he or she deems fit, having in mind at all times the circumstances of the case and the wishes of the parties. Where both a Senior Mediator and an Associate Mediator are appointed, the Senior Mediator shall conduct the mediation and the Associate Mediator shall assist the Senior Mediator.
- 6.4 The Mediator(s) may communicate with the parties orally or in writing, together, or individually, and may convene a meeting or meetings at a venue as the Mediator(s) may decide after consultation with the parties.
- 6.5 Anything which is communicated to the Mediator(s) in confidence shall not be disclosed to the other party or parties without the consent of the party making the communication.
- 6.6 The mediation shall be in English unless otherwise agreed by the parties and the Mediator(s).

Article 7 – Settlement Agreement

- 7.1 No settlement reached at the mediation shall be binding unless it is reduced in writing and signed by the parties (“Settlement Agreement”).
- 7.2 The Settlement Agreement shall be binding upon the parties in accordance with its terms.

Article 8 – Conclusion of the Mediation

- 8 The mediation will conclude when:
 - (a) a Settlement Agreement is signed by the parties;
 - (b) any party advises the Mediator(s) that it is his/her view that a settlement cannot be reached and that it is his/her wish to terminate the mediation;
 - (c) the Mediator(s) advise(s) the parties that, in his/her/their judgment, the mediation process will not resolve the issues in dispute; or
 - (d) no Settlement Agreement has been signed by the parties within 30 calendar days of commencement of the mediation and the parties have not agreed to extend the time limit for mediation.

Article 9 – Costs

- 9.1 The costs of the mediation shall include the Mediation Fees and Charges as set out in the Fees Schedule to the Rules (the “Costs”).
- 9.2 After commencement of the mediation, the Law Society will request that the parties lodge with the Law Society a deposit of an amount determined by the Law Society to meet the estimated Costs. The Law Society may require the parties to contribute further sums if the Law Society is of the view that the deposit may not meet the estimated Costs. The deposit paid and any further sums paid are hereafter referred to as “the Deposit”.
- 9.3 The parties shall pay the Deposit, in equal shares or in such other proportions as they have agreed in writing.
- 9.4 The mediation shall not proceed until the Deposit is paid.
- 9.5 In the event a party fails to pay its share of the Deposit, another party may make such payment to allow the mediation to proceed.
- 9.6 At the conclusion of the mediation:
 - (a) The Law Society shall determine the Costs payable based on the Fees Schedule;
 - (b) If the Deposit exceeds the Costs payable, the excess will be paid to the parties in the proportions in which they have contributed to the Deposit, or in such other proportions as the parties have agreed to in writing; and
 - (c) If the Costs payable exceed the Deposit, any shortfall shall be paid by the parties within 7 days of the receipt of notice from the Law Society, in such proportions as the parties may have agreed in writing, or, in the absence of such agreement, in such proportions as the Law Society shall determine.
- 9.7 Any other costs incurred by the parties, whether in regard to legal fees, experts fees or expenses of any other nature will not be part of the Costs for the purposes of these Rules.

9.8 The Law Society may review the Fees Schedule from time to time and will set out the latest Fees Schedule on the Law Society of Singapore's website.

Article 10 – Judicial or Arbitral Proceedings

10 Unless they have agreed otherwise, and notwithstanding the mediation, the parties may initiate or continue any arbitration or judicial proceedings in respect of the dispute that is the subject of the mediation.

Article 11 – Confidentiality and Privacy

11.1 All mediation sessions shall be private. Only the Mediator(s), the parties and those individuals identified pursuant to Article 6.4 may attend the mediation sessions.

11.2 The mediation, the mediation process and all negotiations, and statements and documents prepared for the purposes of the mediation, shall be confidential and be accorded "without prejudice" privilege.

11.3 The parties may not disclose any information regarding the mediation or settlement terms, or the outcome of the mediation unless the parties agree, or the law allows or requires disclosure, or disclosure is necessary for the enforcement of any Settlement Agreement entered into by the parties to the mediation. Such disclosure shall be made only to the extent necessary.

11.4 Save for any documents or other information that would in any event be admissible or discoverable in any arbitration or judicial proceedings, all documents or other information produced at the mediation will be privileged and will not be admissible in evidence or discoverable.

11.5 There shall be no formal record or transcript of the mediation.

Article 12 – Waiver of Liability

- 12 Neither the Mediator(s) nor the Law Society, its officers and employees will be liable to the parties for any act or omission in connection with the mediation or the services provided by the Mediator(s) or the Law Society, its officers and employees unless the act or omission is fraudulent or involves wilful misconduct.

Article 13 – Arbitration under the Law Society Arbitration Scheme

- 13 In the event the dispute is not settled by the mediation, the parties may agree to refer the dispute to be resolved by arbitration under the Law Society Arbitration Scheme and the rules thereunder for the time being in force.

FEES SCHEDULE

1. The fees payable by the parties to the Law Society shall be as follows:
 - (a) Non-refundable administration fee of S\$100 payable at the time the Request is submitted.
 - (b) Mediation Fees as set out in paragraph 2.1 and 2.2 of the Fees Schedule.
 - (c) If applicable, charges for, inter alia, the following expenses:
 - (i) Rental of premises; and
 - (ii) Food and beverage charges for lunch and refreshments (the "Charges").
- 2.1 For all mediations concerning civil matters (other than matrimonial matters), the Mediation Fees for a two-party mediation shall be as follows:

Quantum of Claim(s) and Counterclaim(s) (S\$)	Mediation Fees (S\$)
Up to 60,000	\$350 (exclusive of GST) per party per day
Above 60,000 to 100,000	\$500 (exclusive of GST) per party per day
Above 100,000 to 250,000	\$750 (exclusive of GST) per party per day
Above 250,000 to 500,000	\$1,400 (exclusive of GST) per party per day
Above 500,000 to 1,000,000	\$1,900 (exclusive of GST) per party per day
Above 1,000,000 to 2,500,000	\$2,500 (exclusive of GST) per party per day
Above 2,500,000 to 5,000,000	\$3,000 (exclusive of GST) per party per day
Above 5,000,000	\$3,500 (exclusive of GST) per party per day

2.2 For all mediations regarding matrimonial matters:

- (a) where the gross value of all known assets is below \$3,000,000, the Mediation Fee for a two-party mediation shall be S\$1,250 (exclusive of GST) per party per day; and
- (b) where the gross value of all known assets is S\$3,000,000 and above, the Mediation Fee for a two-party mediation shall be S\$2,000 (exclusive of GST) per party per day.

2.3 Where there are multiple parties the Law Society will advise all parties on the Mediation Fees payable.

2.4 Additional Mediation Fees shall be payable where any mediation session goes beyond 6.00 pm. Such fees shall be payable by each party at the rate of S\$200 per party for each block of two (2) hours or part thereof.

3.1 The Charges payable by a party for rental of premises at the Law Society and food and beverage expenses is estimated to be:

- (a) Rental of premises – S\$300 to S\$400 per party per day (up to 6.00 pm);¹ and
- (b) Food and beverage expenses – S\$100 per party per day.²

3.2 In the event parties make their own arrangements for premises where the mediation can take place as well as arrangements for food and beverage, no Charges shall be payable to the Law Society.

4. The Law Society may review the Fees Schedule from time to time and will set out the latest Fees Schedule on the Law Society of Singapore's website.

Note:

- 1 After 6.00 pm, the room rental will be charged at the applicable rates.
- 2 This shall cover lunch and refreshment charges for up to 4 persons for each party. Additional charges may be payable if there are more than 4 persons per party.

ANNEX A: REQUEST FOR MEDIATION

THE LAW SOCIETY MEDIATION SCHEME

39 South Bridge Road

Singapore 058673

Tel: (65) 6538 2500 Fax: (65) 6533 3855

Email: represent@lawsoc.org.sg Website: www.lawsociety.org.sg

INTRODUCTION

1. This form must be sent by Party 1 (“Applicant”) requesting mediation to all other parties of the proposed mediation.
2. Parties who wish to apply for mediation under **THE LAW SOCIETY MEDIATION SCHEME** (“LSMS”) must complete this Request for Mediation.
3. This Request for Mediation must be submitted to the Law Society of Singapore along with the Administration Fee of S\$100.00.
4. No request for mediation will be processed unless the Administration Fee is paid and received by the Law Society of Singapore (for the list of applicable fees, please refer to the Fees Schedule at Part 3 of the LSMS Handbook).
5. If this form is not submitted jointly by all parties, the applicant requesting mediation shall send a copy of the Request for Mediation to the other party or parties.

AGREEMENT TO MEDIATE

Have all the parties agreed to mediate this matter?

Yes

No

Remarks:

Was the agreement to mediate contained in a prior agreement?

Yes

No

If yes, please attach the agreement.

PARTICULARS	
Party 1 ("Applicant")	<p>Name of Party 1: Contact No.: Address: Email Address:</p> <p>Law firm representing Party 1 (if applicable): Contact No.: Fax: Address: Email Address: Reference No.:</p>
Party 2	<p>Name of Party 2: Contact No.: Address: Email Address:</p> <p>Law firm representing Party 2 (if applicable): Contact No.: Fax: Address: Email Address: Reference No.:</p>
Party 3	<p>Name of Party 3: Contact No.: Address: Email Address:</p> <p>Law firm representing Party 3 (if applicable): Contact No.: Fax: Address: Email Address: Reference No.:</p>
Additional Parties (if any)	

NOMINATION OF SENIOR MEDIATOR**(Please refer to Article 4.3 of the Law Society Mediation Rules)**

Senior Mediator
from the
LSMS Panel of
Mediators

Name:
Law Firm:

DETAILS OF THE DISPUTE

Quantum of claim: S\$
Quantum of counterclaim: S\$

Others:

NATURE OF DISPUTE**(Please provide brief details of the dispute.)**

AVAILABLE DATES FOR MEDIATION

(Please provide a few available dates – preferably, mutually agreed dates.)

SIGNATURE

Applicant's Name and Signature:	
Date:	

For Official Use

ANNEX B: DECLARATION OF IMPARTIALITY AND INDEPENDENCE

DECLARATION OF IMPARTIALITY AND INDEPENDENCE

Request for Mediation dated _____

Between [insert parties]

I _____, Passport/NRIC No. _____ do hereby accept my appointment as Mediator in this matter and declare that:

1. I can serve impartially as a Mediator. I am independent of each of the parties and have no direct or indirect financial or personal interest in the outcome of this Mediation.
2. I will observe the Code of Conduct for Mediators under the Law Society Mediation Scheme.
3. I disclose the following facts, which may give rise to justifiable doubts as to my impartiality or independence, although I believe that they will not influence me in the performance of my duties as a Mediator.

[Outline facts or attach separate sheet as necessary.]

Date

Signature

The President,
The Law Society of Singapore

Cc: Representation and Law Reform Department
The Law Society of Singapore
39 South Bridge Road
Singapore 058673

* To be used where parties have no prior agreement to mediate

THE LAW SOCIETY MEDIATION SCHEME

AGREEMENT TO MEDIATE

THIS AGREEMENT is made the ____ day of _____ 20__ between:

The "Parties"

_____ (Party 1)

of _____

and

_____ (Party 2)

of _____

and

_____ (Party 3)

of _____

WHEREBY IT IS AGREED THAT:

- 1.1 The Parties wish to attempt to resolve their disputes by mediation in accordance with the Law Society Mediation Rules for the time being in force.
- 1.2 The Parties agree that any settlement reached shall not be binding unless it is reduced in writing and signed by the parties.
- 1.3 The duly signed settlement agreement shall be binding upon the parties in accordance with its terms.

2 AUTHORISATION OF REPRESENTATION

If a party is not a natural person the following person(s) is/are authorised to represent the party in the mediation and settlement of the disputes:

PARTY	NAME OF REPRESENTATIVE	NRIC/PASSPORT NO.

3 WAIVER OF LIABILITY

Neither the mediator(s) nor the Law Society, its officers and employees will be liable to the parties for any act or omission in connection with the mediation or the services provided by the mediator(s) or the Law Society, its officers and employees unless the act or omission is fraudulent or involves wilful misconduct.

Signed by:

Name of Party 1:

Signed by:

Name of Party 2:

Signed by:

Name of Party 3:

* To be signed by the parties and mediator(s) before the start of the first mediation session.

THE LAW SOCIETY MEDIATION RULES

AGREEMENT FOR MEDIATION

THIS AGREEMENT is made the ____ day of _____ 20__ between:

1. The Law Society of Singapore of 39 South Bridge Road, Singapore 058673 (the "Law Society")
2. _____ (Senior Mediator)
of _____
3. _____ (Associate Mediator)
of _____

And the "Parties"

_____ (Party 1)

of _____

and

_____ (Party 2)

of _____

and

_____ (Party 3)

of _____

WHEREAS

I The Parties wish to attempt to resolve their disputes by mediation.

II The Law Society and the Mediator(s) have agreed to provide mediation services to assist the parties in resolving their disputes.

IT IS AGREED as follows:

1 SUBMISSION

- 1.1 The Parties agree and consent to the disputes arising out of or in connection with this claim and related matters be submitted to mediation pursuant to the Law Society Mediation Rules.
- 1.2 The Parties agree that a settlement shall not be binding unless it is reduced in writing and signed by the parties.
- 1.3 The duly signed settlement agreement shall be binding upon the parties in accordance with its terms.

2 THE APPLICABLE RULES

The Parties agree to abide and be governed by the Law Society Mediation Rules for the time being in force.

3 AUTHORISATION OF REPRESENTATION

If a party is not a natural person the following person(s) is/are authorised to represent the party in the mediation and settlement of the disputes:

PARTY	NAME OF REPRESENTATIVE	NRIC/PASSPORT NO.

4 WAIVER OF LIABILITY

Neither the mediator(s) nor the Law Society, its officers and employees will be liable to the parties for any act or omission in connection with the mediation or the services provided by the mediator(s) or the Law Society, its officers and employees unless the act or omission is fraudulent or involves wilful misconduct.

Signed by:

Name of Party 1:

Signed by:

Name of Party 3:

Signed by:

For and on behalf of the Law Society

Signed by:

Name of Party 2:

Signed by:

Name of Senior Mediator:

Signed by:

Name of Associate Mediator:

Introduction

This Code of Conduct (“Code”) provides guidelines for the observance of the high ethical standards expected of members of the Law Society who act as mediators. It applies to mediations conducted under the Law Society Mediation Scheme.

The Code is to be read in the spirit of preserving the fairness and integrity of the mediation process. It does not purport to furnish any grounds for challenge to the mediated settlement agreement and does not derogate from the usual obligations of legal practitioners.

Under this Code, where applicable:

- (a) Any reference to a mediator includes a reference to a Senior Mediator and/or an Associate Mediator appointed under the Law Society Mediation Scheme;
- (b) References to any gender shall also include references to the opposite gender;
- (c) References to the singular shall include the plural and vice versa.

Acceptance of Appointment

1. A mediator shall accept an appointment only if fully satisfied that he is:
 - (a) Independent of each of the parties and can serve impartially;
 - (b) Competent to serve as mediator; and
 - (c) Able to give the mediation the time and attention that the parties are reasonably entitled to expect.

Fairness and Impartiality

2. A mediator has an overriding and continuing duty to act in an independent, neutral and impartial way. He shall act in an unbiased manner, treating all parties with fairness and respect.
3. If a mediator is in doubt as to whether he can conduct a mediation in an independent, neutral and impartial manner, he shall inform the Law Society and/or withdraw from the mediation.
4. When approached for a possible appointment, the mediator shall make reasonable enquiries to satisfy himself on the identities of the parties, their representatives and the subject matter of the dispute.
5. A mediator has an ongoing duty to disclose:
 - (a) any interest or relationship, whether business, professional or personal, with any party, representative of the party that might give rise to a reasonable perception of partiality or bias;
 - (b) the extent of any prior knowledge he may have of the dispute; and
 - (c) any other circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

Following such disclosure, a mediator will decline to participate as a mediator in a particular case if any of the parties raises an objection, unless a contract or applicable law nevertheless requires the mediator's participation. Even then, if a mediator personally believes that the matters disclosed would inhibit his/her actual independence, neutrality or impartiality, the mediator should withdraw from the mediation.

6. A mediator shall not, after his appointment and while serving as mediator, represent any party in an advisory capacity, enter into any relationship or acquire any interest, gift or benefit that might give rise to justifiable doubts as to his independence, neutrality or impartiality. This prohibition extends to a reasonable period after conclusion of the mediation, to avoid circumstances that might reasonably create the impression that the mediation was conducted in a way which was influenced by an anticipated relationship or benefit. Acting as a neutral in dispute resolution proceedings that are not related to the dispute referred to mediation (whether as mediator or arbitrator) that involves some or all of the parties will not be considered as a breach of this Code of Conduct.

Conduct of Mediation

7. The mediation will be conducted in accordance with the Law Society Mediation Rules for the time being in force.
8. A mediator shall satisfy himself that the parties to the mediation and their advisers understand the characteristics of the mediation process, their roles as parties and advisers and the mediator's role.
9. A mediator shall proceed diligently with the mediation in a fair and efficient manner. The mediator shall treat parties equally and shall allow them a reasonable opportunity to present their case.
10. In communications, the mediator shall avoid impropriety or the appearance of impropriety. He shall not knowingly misrepresent any material fact and shall take reasonable steps to prevent any misconduct that might invalidate an agreement reached at a mediation or create or aggravate a hostile environment.
11. A mediator should be satisfied that the parties have reached agreement of their own volition and knowingly consent to any resolution. A mediator shall always respect the parties' right to decide. He shall help the parties clarify the issues, develop and discuss their options but leave the decision on whether and how to settle solely with the parties.

12. A mediator shall not use any language or conduct himself in any manner that may give rise to an impression that the parties must settle the matter according to his suggestion or direction.
13. A mediator shall ensure that any settlement agreement reached is recorded in writing and signed by the parties.
14. A mediator shall ensure that the parties understand that the mediator or any party may withdraw from or terminate the mediation at any time without being required to give any justification for doing so.
15. A mediator shall terminate the mediation if there are reasonable grounds to believe that any party to the mediation is abusing the process, eg. deliberately delaying proceedings, attempting to obtain an unfair advantage or pursuing an illegal or improper purpose.
16. A 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.

Confidentiality

17. A mediator shall not, at any time, use any document or confidential information acquired during the mediation to gain personal advantage or advantage for others, or to adversely affect the interest of another.
18. A mediator shall keep confidential all matters, documents or information relating to the mediation, save where disclosure is permitted by law or agreement of the parties.
19. A mediator shall not reveal to any other party, information which he received during a private caucus and which the disclosing party has indicated is confidential.

Under the Law Society Mediation Rules, the President will appoint the mediator(s) from the Panel of Mediators (“Panel”). The members of this Panel are experienced lawyers who have satisfied the criteria set out by the Law Society of Singapore.

The mediators on the Panel may be viewed on the Law Society of Singapore’s website.

Q1 What is the difference between mediation under the LSMS and going to court to resolve my dispute?

- A.** Mediation is a private process where parties agree to refer their disputes to a mediator(s) whose role will be to assist the parties in arriving at a mutually acceptable resolution of the disputes in question. Unlike litigation or arbitration, the resolution of the disputes is not dependant on a third party imposing a decision on the parties. It is for the parties to arrive at an amicable resolution of their disputes with the assistance of the mediator(s). Unlike court proceedings, mediation proceedings are private and confidential.

Q2 What type of disputes are suitable for mediation through the LSMS?

- A.** All types of civil disputes are suitable for LSMS mediation.

Q3 Can I refer my dispute to the LSMS if there is no LSMS mediation clause in my contract?

- A.** If all parties are agreeable to mediate the dispute under the Law Society Mediation Rules, the parties can sign the Agreement to Mediate found in Part 4 of this Handbook. Parties can then jointly submit a Request for Mediation as found in Annex A of the Rules to the President of the Law Society.

If the parties have not indicated that they agree to mediate the dispute, you can submit a Request for Mediation as set out in Annex A to the President of the Law Society, and send a copy to the other party or parties for them to indicate if they agree to the mediation of the dispute. If the other party or parties do not within 14 days of receiving the Request, inform the President as to whether they agree to the mediation of the dispute, there shall be no mediation.

Q4 Is there any monetary limit to a dispute before the LSMS can apply?

- A.** No. There is no monetary limit.

Q5 What are the advantages of using the LSMS?

- A.** The procedure set out in the rules for mediation makes it convenient for parties to submit to mediation under LSMS. The LSMS allows for quick resolution of disputes between parties, thus saving costs. In addition, the Law Society provides facilities for the conduct of the mediation, subject to availability. The administrative charges of the Law Society are set out in the Fees Schedule at Part 3 of this Handbook.

Q6 What must I do to commence mediation under the LSMS?

- A.** You should comply with the terms in your agreement. Check if the agreement provides for a procedure for the commencement of mediation. If there are no terms governing the procedure for commencement of mediation, you should consult your lawyer on the procedure to follow. Typically this would involve notification to the other party of your intention to submit your dispute to mediation under the LSMS and securing the consent of the other party. This can be done by submitting a Request for Mediation as found in Annex A of the Rules. A registration fee of S\$100 will be payable to the Law Society on the filing of the request for mediation.

Q7 Is there a panel of mediators of the LSMS?

- A.** Yes, there is a Panel of Mediators comprising Senior Mediators and Associate Mediators. The members of the Panel are experienced lawyers practicing in various areas of law and who are qualified mediators. For disputes where the claim amount is up to S\$250,000, a sole Senior Mediator will conduct the mediation. For disputes where the claim amount is more than S\$250,000, a Senior Mediator as well as an Associate Mediator will conduct the mediation. The role of the Associate Mediator is to assist the Senior Mediator in the conduct of the mediation. The Law Society will provide the list of the Panel of Mediators on the Law Society of Singapore's website.

Q8 Are parties restricted to mediators from the Panel of Mediators?

- A.** Yes, parties can only choose mediators from the Panel of Mediators.

Q9 Is a settlement agreement made under the LSMS binding on the parties?

- A. Yes, a settlement agreement made between parties is binding, if it is in writing and signed by the parties.

Q10 How much will it cost to mediate under the LSMS?

- A. The Law Society prescribes the mediators' fees. The Fees Schedule at Part 3 of this Handbook sets out the current fees payable. The Law Society may from time to time revise the fees and this will be set out on the Law Society of Singapore's website.

Q11 Approximately how long will mediation take under the LSMS?

- A. Mediation proceedings will usually take about half a day to a whole day, but may be longer if the matter is more complex. It is up to the parties to decide for how long the mediation is to proceed. Parties may, if they so desire, terminate the mediation proceedings if they form the view in the course of the mediation that parties are unlikely to arrive at a settlement agreement.

Q12 What happens if there is no settlement after the mediation under LSMS?

- A. Parties are at liberty to consider other forms of dispute resolution and may choose to refer the dispute to arbitration under the Law Society Arbitration Scheme.

Instead of commencing mediation under LSMS, parties may also consider submitting the dispute for resolution under the Law Society Arb-Med-Arb Practice Directions. This provides a streamlined process for parties to commence arbitration under the Law Society Arbitration Scheme, and then stay the arbitration for a defined period to attempt mediation. Parties may choose their preferred mode of mediation, including the LSMS. If mediation fails, your dispute will continue to be resolved by way of arbitration under the Law Society Arbitration Scheme.

You can provide for this in your agreement before any dispute arises. If your agreement does not provide for this, consult your lawyer on the procedure to follow. You will need to secure the other party's consent.

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