

**SINGAPORE MEDIATION CENTRE
MEDIATION PROCEDURE RULES**

**SUPPLEMENTARY RULES FOR DISPUTES UNDER THE CODE OF CONDUCT FOR
LEASING OF RETAIL PREMISES IN SINGAPORE
(FAIR TENANCY INDUSTRY COMMITTEE)**

1. Introduction

- 1.1 These Supplementary Rules for Disputes under the Code of Conduct for Leasing of Retail Premises in Singapore (“**FTIC Rules**”) shall apply to and govern every mediation filed under the scheme offered by the Fair Tenancy Industry Committee in collaboration with the Singapore Mediation Centre (“**FTIC Mediation**”).

2. Application of Mediation Procedure Rules

- 2.1 The FTIC Rules are supplemental to and shall be read together with the prevailing SMC Mediation Procedure Rules (“**Mediation Procedure Rules**”).
- 2.2 An FTIC Mediation shall be treated as a Request for Mediation within the meaning of the Mediation Procedure Rules, provided that where, in relation to an FTIC Mediation, a provision of the FTIC Rules is in conflict with a provision of the Mediation Procedure Rules, the FTIC Rules shall prevail in relation to FTIC Mediation.
- 2.3 A party requesting for or initiating an FTIC Mediation shall submit to SMC a duly completed and signed Request for Mediation in the form set out in **Annex A** of the FTIC Rules.

3. Appointment of Mediator

- 3.1 An FTIC Mediation shall be co-mediated by mediators selected and appointed by SMC at its sole and absolute discretion. The provisions of the Mediation Procedure Rules which relate to Party-Selected Mediators shall not apply.

4. Fees

- 4.1 For an FTIC Mediation, the non-refundable filing fee and mediation fee payable by each Party shall be in such amount as prescribed in **Annex B** of the FTIC Rules.

5. Agreement to Mediate

- 5.1 Within 7 days from the date of appointment of the Mediator and in any event before the conduct of the Mediation, the Parties, the Mediator and SMC shall enter into an Agreement to Mediate as prescribed in **Annex C** of the FTIC Rules.

6. Confidentiality

- 6.1 Without prejudice to Rule 14 of the Mediation Procedure Rules, SMC shall be at liberty to disclose to the FTIC statistical data, and the progress, status and outcome of the Mediation.

7. Amendments to the FTIC Rules

7.1 SMC reserves the right to amend and/or vary the FTIC Rules at any time and from time to time without prior notification and at its sole discretion.

8. Interpretation of Rules

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

Annexes:

Annex A	Request for Mediation
Annex B	Fee Schedule
Annex C	Agreement to Mediate

Issued: 1 October 2021

REQUEST FOR MEDIATION
FOR DISPUTES UNDER THE CODE OF CONDUCT FOR LEASING OF RETAIL
PREMISES IN SINGAPORE UNDER THE SCHEME OFFERED BY THE FAIR TENANCY
INDUSTRY COMMITTEE IN COLLABORATION WITH SMC

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

REQUEST FOR MEDIATION
<p>The Applicant request for mediation under the Supplementary Rules for Disputes under the Code of Conduct for Leasing of Retail Premises in Singapore, read with the prevailing SMC Mediation Procedure Rules, and agrees to abide by them.</p> <p>Have all the parties agreed to mediate this matter?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Pursuant to Rule 2 of the Mediation Procedure Rules, please state the name(s) of the Unconfirmed Parties (if any):</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>
IMPORTANT NOTES
<ol style="list-style-type: none"> 1. This request form is only applicable for disputes arising under Part D Para 3 the Code of Conduct for Leasing of Retail Premises in Singapore. 2. Please copy all the parties to the dispute when sending the Request for Mediation to SMC.
FEES
<ol style="list-style-type: none"> 1. For monthly rental up to \$60,000 (including new Gross Turnover Rent (GTO) without historical monthly rental rate), please note that a non-refundable filing fee of \$160.50 (inclusive of GST) per party is payable within three (3) working days <u>after SMC acknowledges the receipt of this Request</u>. 2. For monthly rental above \$60,000, please note that a non-refundable filing fee of \$267.50 (inclusive of GST) per party is payable within three (3) working days <u>after SMC acknowledges the receipt of this Request</u>. 3. 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.

DETAILS OF PARTIES	
APPLICANT(S)	
<i>(Where there are more than 2 parties or law firms, please provide the details for them in a separate attachment)</i>	
Applicant(s) Contact Particulars	
Salutation: <i>(if applicable)</i>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others:
Name(s) of Individual(s)/Organisation(s):	
Address <i>(If not legally represented):</i>	
Contact No <i>(If not legally represented):</i>	Tel: Fax:

Email Address <i>(If not legally represented):</i>	
Legal Representative(s) Contact Particulars (if any)	
Salutation: <i>(if applicable)</i>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others:
Name:	
Law Firm:	
Address:	
Contact No:	Tel: Fax:
Email Address:	
Reference Number:	

RESPONDENT(S) <i>(Where there are more than 2 parties or law firms, please provide the details for them in a separate attachment)</i>	
Respondent(s) Contact Particulars	
Salutation: <i>(if applicable)</i>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others:
Name(s) of Individual(s)/Organisation(s):	
Address <i>(If not legally represented):</i>	
Contact No <i>(If not legally represented):</i>	Tel: Fax:
Email Address <i>(If not legally represented):</i>	

Legal Representative(s) Contact Particulars (if any)	
Salutation:	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others:
Name:	
Law Firm:	
Address:	
Contact No:	Tel: Fax:
Email Address:	
Reference Number:	

DETAILS OF THE DISPUTE	
Value of the monthly rent: \$	
Please specify which section of the Code of Conduct your dispute applies to:	
Breach by the <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	
<input type="checkbox"/> Part B: Leasing Principles for Key Tenancy Terms	
Please specify the clause(s):	
<hr/>	
<hr/>	
<input type="checkbox"/> Part C: Data Transparency	
Please specify the clause(s):	
<hr/>	
<hr/>	
Please provide brief details of the dispute:	

AVAILABLE DATES FOR MEDIATION	
Please provide a few available dates, if possible, mutually agreed dates:	
SIGNATURE	
Applicant's Name and Signature:	
Date:	

SINGAPORE MEDIATION CENTRE

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LEASING OF RETAIL PREMISES IN SINGAPORE
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FEE SCHEDULE

1. Mediation Fee

- 1.1 The Mediation Fee payable to SMC for cases lodged under the Supplementary Rules for Disputes under the Code of Conduct for Leasing of Retail Premises in Singapore is as follows:

<p>Each party shall be required to pay a non-refundable Filing Fee of \$160.50 (inclusive of GST)</p> <p><i>*Each party will be charged a Mediation Fee for up to 4 hours of mediation. Where the mediation extends beyond 4 hours, each party will be charged at the applicable hourly rate.</i></p>	
Monthly Rental	Mediation Fee (S\$) payable per party (inclusive of GST) for 4 hours*
Up to \$5,000	\$107.00
Above \$5,000 up to \$30,000	\$214.00
Above \$30,000 up to \$60,000 <small>*This category applies to new Gross Turnover Rent (GTO) without historical monthly rental rate</small>	\$321.00
<p>Each party shall be required to pay a non-refundable Filing Fee of \$267.50 (inclusive of GST)</p> <p><i>*Fees apply for full day mediation from 9.30am to 6pm</i></p>	
Above \$60,000	Part 3 of the Fee Schedule of the prevailing Mediation Procedure Rules shall apply.

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1 October 2021

SINGAPORE MEDIATION CENTRE

[Case No.]

AGREEMENT TO MEDIATE

THIS AGREEMENT TO MEDIATE is made between:

- (1) Singapore Mediation Centre of Level 4, 1 Supreme Court Lane, (“**SMC**”)
Singapore 178879
- (2) _____ of _____ (“**Party A**”)
- (3) _____ of _____ (“**Party B**”)
- (4) _____ of _____ (“**Mediator**”)

WHEREAS

- A. Party A and Party B (“**Parties**”) have requested for mediation services under the Supplementary Rules for Disputes under the Code of Conduct for Leasing of Retail Premises in Singapore, read with the prevailing Mediation Procedure Rules 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 agree to provide mediation services to assist the Parties in resolving the dispute(s) between the Parties by mediation.

IT IS AGREED as follows:

1. Agreement to Abide by any Settlement

- 1.1 The Parties agree to abide by and give effect to the terms of any settlement reached between them as a result of the mediation.

2. Terms and Process of Mediation

- 2.1 The Parties agree:
 - a. to abide by the Supplementary Rules for Disputes under the Code of Conduct for Leasing of Retail Premises in Singapore, read with the prevailing Mediation Procedure Rules which shall apply to and govern this mediation;
 - b. that the mediation process will involve SMC, the Parties, the representatives and/or advisors (if any) of the Parties, and the Mediator; and

c. to give regard to the Mediation Act 2017 (No. 1 of 2017).

3. Authorisation of Representatives

3.1 The following persons are authorised to represent Party A and Party B respectively in the mediation and settlement of disputes:

Party	Name of Representative	NRIC/Passport No. of Representative
[Party A]		

Party	Name of Representative	NRIC/Passport No. of Representative
[Party B]		

4. Counterparts

4.1 This Agreement to Mediate may be signed by the Parties, SMC and the Mediator 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.

Dated: [Day][Month][Year]

Signed by:

Witness:

FOR AND ON BEHALF OF [PARTY A]

Name and Designation

Name:

Designation:

NRIC number:

Signed by:

Witness:

FOR AND ON BEHALF OF [PARTY B]

Name and Designation

Name:

Designation:

NRIC number:

Signed by:

Signed by:

[MEDIATOR]

Mediator

SABIHA SHIRAZ

DEPUTY EXECUTIVE DIRECTOR

for and on behalf of Singapore Mediation Centre