

**SINGAPORE MEDIATION CENTRE
FAMILY MEDIATION PROCEDURE RULES
SUPPLEMENTARY RULES FOR PRE-ACTION MEDIATION**

1. Introduction

- 1.1 The Pre-Action Mediation programme (“**PAM Programme**”) is a collaboration between the Singapore Mediation Centre (“**SMC**”), the Ministry of Social and Family Development (“**MSF**”), Strengthening Families Programme@Family Service Centres (“**FAM@FSCs**”) and the Family Justice Courts (“**FJC**”).
- 1.2 These Supplementary Rules for Pre-Action Mediation (“**PAM Rules**”) shall apply to and govern every Pre-Action Mediation (“**PAM**”) which is referred by any FAM@FSC (“**Referring FAM@FSC**”) to SMC under the PAM Programme.

2. Eligibility for PAM

- 2.1 Married couples are eligible to participate in PAM if they satisfy the criteria as determined by the Referring FAM@FSC, including the criteria that they:
- (a) are unable to reach an agreement on the reason for divorce and/or one or more ancillary matters;
 - (b) are residents of Singapore¹;
 - (c) have minor child(ren) under the age of 21;
 - (d) have no known factors that may interfere with mediation;
 - (e) reside in Housing Development Board flats²;
 - (f) are considering filing for divorce at the FJC; and
 - (g) have a mutual agreement to mediate.

3. Application of Family Mediation Rules

- 3.1 The PAM Rules are supplemental to and shall be read together with the prevailing SMC Family Mediation Procedure Rules (“**Family Mediation Rules**”).
- 3.2 A PAM shall be treated as a “*Requested Mediation*” within the meaning of the Family Mediation Rules and shall be conducted as a Requested Mediation under the Family Mediation Rules, provided that:
- (a) the referral form by which the Referring FAM@FSC has referred the PAM to SMC shall be treated as the Request referred to in Rule 12.1 of the Family Mediation Rules; and

¹ At least one party must be a Singapore Citizen, Permanent Resident or have a Singapore nexus.

² As per each party’s residential address as stated on his/her NRIC.

- (b) where, in relation to a PAM, a provision of the PAM Rules is in conflict with a provision of the Family Mediation Rules, the PAM Rules shall prevail in relation to the PAM.

4. Appointment of Mediator

- 4.1 A PAM shall be conducted by a sole Mediator who shall be selected and appointed by SMC at its sole and absolute discretion. The provisions of the Family Mediation Rules which relate to Party-Selected Mediators shall not apply.

5 Agreement to Mediate

- 5.1 Not later than 7 days prior to the conduct of the PAM, the Parties, the Mediator and SMC shall enter into an Agreement to Mediate in the form prescribed in **Annex A** of the PAM Rules.

6 Services by SMC

- 6.1 Notwithstanding Rule 28.1 of the Family Mediation Rules, the Services to be provided by SMC shall not include organising the physical venue of the mediation session or the video conferencing platform for the conduct of the Mediation. A PAM shall be conducted at the premises of a FAM@FSC.

7 Fees

- 7.1 For a PAM, each Party shall pay a non-refundable Filing Fee of \$160.50 (inclusive of GST).
- 7.2 The mediation session for a PAM ("**PAM Mediation Session**") shall be held on a weekday or Saturday (excluding Public Holidays) for a duration not exceeding four (4) hours.
- 7.3 For each PAM Mediation Session, each Party shall pay a Mediation Fee of \$642.00 (inclusive of GST) which shall cover only the following:
 - (a) the Mediator's fee for that mediation session; and
 - (b) SMC's Services for the Mediation up to that mediation session.
- 7.4 If a PAM Mediation Session concludes within four (4) hours, the Mediation Fee remains unchanged and there will be no refund of any part thereof.
- 7.5 If the Mediation cannot be concluded within four (4) hours and the Parties require a further PAM Mediation Session, each Party shall pay a further non-refundable Filing Fee of \$160.50 (inclusive of GST) and the Mediation Fee of \$642.00 (inclusive of GST) for the further PAM Mediation Session.

8 Confidentiality

- 8.1 Without prejudice to Rule 26 of the Family Mediation Rules, SMC shall be at liberty to disclose to the MSF, the Referring FAM@FSC and/or the FJC the progress, status and outcome of the Mediation, including the conduct of the Parties in relation to the Mediation and the making of any Settlement Agreement.

9 Amendments to the PAM Rules

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

10 Interpretation of Rules

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

Annexes:

Annex A Agreement to Mediate
Annex B Instructions for Preparing Case Documents

Issued: 15 October 2021

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15 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,
Singapore 178879 | ("SMC") |
| (2) | _____ | of | _____ | ("Party A") |
| (3) | _____ | of | _____ | ("Party B") |
| (4) | _____ | of | _____ | ("Mediator") |

WHEREAS

- A. Party A and Party B (the "**Parties**") have requested the mediation services under the Pre-Action Mediation programme (the "**Programme**") to be administered under the Supplementary Rules for Pre-Action Mediation read with the Family Mediation Procedure Rules 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 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 Pre-Action Mediation read with the Family Mediation Procedure Rules which shall apply to and govern this mediation;
- b. that the mediation process will involve SMC, 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	Relationship to Party A	NRIC/Passport No. of Representative
[Party A]			

Party	Name of Representative	Relationship to Party B	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:
[PARTY A]
 Name:
 NRIC number:

Witness:
 Name and Designation

Signed by:
[PARTY B]
 Name:
 NRIC number

Witness:
 Name and Designation

Signed by:
[MEDIATOR]
 Mediator

Signed by:
SABIHA SHIRAZ
 DEPUTY EXECUTIVE DIRECTOR
 for and on behalf of Singapore
 Mediation Centre

INSTRUCTIONS FOR PREPARING CASE DOCUMENTS AND SUMMARY OF MEDIATION

HOW TO PREPARE YOUR CASE STATEMENT FOR MEDIATION

Please use the **Summary of Mediation** appended below to set out the following:

- Reason for divorce;
- Ancillary matters (children issues, division of matrimonial assets, maintenance, etc.); and
- Other issues

[MANDATORY] DOCUMENTS TO BE PROVIDED TO THE MEDIATOR BY EMAIL BEFORE THE MEDIATION SESSION

The following documents (where applicable) must be provided with your **Summary of Mediation** (in soft copy):

- Payslips for the past 3 months
- IRAS Notice of Assessment (NOA) for the past 3 years
- CPF transaction history for the past 1 year
- HDB or bank outstanding mortgage loan
- Desktop valuation of flat or property
- CPF public or private housing withdrawal statements
- Bank statements for the past 3 months
- Insurance policies for yourself, your spouse, and/or your child(ren)
- List of investments
- List of assets including CPF, shares, insurance, bank accounts (sole/joint and whether within or outside Singapore) and properties (including estimated valuations, mortgages and evidence of value)
- Other asset valuations (e.g. cars, club memberships etc.)
- List of personal expenses
- List of expenses for the children

Important Note: You must bring the documents listed above with you to the mediation session.

[OPTIONAL] CONFIDENTIAL INFORMATION THAT YOU MAY WISH TO CONVEY TO THE MEDIATOR

Each party may convey to the mediator confidential information which you do not want to disclose to the other party, e.g. factors which you think will impede a settlement of the dispute or where misunderstandings might have arisen in the past. This confidential information must be in writing and you must indicate clearly that this information is to be kept confidential.

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ANNEX B

SUMMARY OF MEDIATION

Please set out the key issues to be mediated in this Mediation Summary.	
PARTY DETAILS	
Name of Party	
<input type="checkbox"/> Father <input type="checkbox"/> Mother	
REASONS FOR DIVORCE	
CHILDREN ISSUES	
No. of Children:	
Age of Children:	
Custody	
State your preference regarding custody	<input type="checkbox"/> Sole <input type="checkbox"/> Joint
Care and Control	
State your preference as to which parent would have care and control	<input type="checkbox"/> Father <input type="checkbox"/> Mother
Access	
State your preference regarding access with children (i.e. visitation) if:	
a. Father / Mother* is the parent with care and control	
b. Father / Mother* is not the parent with care and control	
Proposed handover venue and person to hand over the children	
* Delete as appropriate	
DIVISION OF MATRIMONIAL ASSETS	
Matrimonial Home	
Address of Matrimonial Home	
Current value (Estimated Value/Valuation Report Value)	
Outstanding loan amount	
CPF contributions made by you	Principal: Interest: Total:
CPF contributions made by your spouse	Principal: Interest: Total:
Your direct financial contributions (Cash and CPF contributions you have made towards the purchase, mortgage, renovations, property tax, conservancy, maintenance and/or repairs of the matrimonial home)	
Your indirect financial contributions (Non-cash or CPF contributions such as caring for the children, looking after the home, etc.)	
Other payments made (e.g., towards household bills, groceries, children's expenses, etc.)	

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ANNEX B

SUMMARY OF MEDIATION

Length of marriage	
Years:	
Months:	
Proposal for dividing the Matrimonial Home (Your proposal as to the percentage to you and percentage to your spouse)	
Portion divided to you	%
Portion divided to your spouse	%
Other Assets	
State other assets and the nature of your claim in relation to these assets	
State what percentage, monetary amount or claim you want in relation to these assets	

MAINTENANCE	
State your occupation	
State your monthly income (net)	
Maintenance of children	
State the expenses of the children	
State the amount claimed/proposed	
Maintenance of wife	
State the expenses of the wife	
State the amount claimed/proposed	
Maintenance of incapacitated husband (if applicable)	
State the expenses of the incapacitated husband	
State the amount claimed/proposed	

OTHER ISSUES
In this section, please include your main concerns, previous settlement efforts and their outcomes (if any), identify where misunderstandings might have arisen in the past, describe the current relationship between the parties, identify other persons relevant to the dispute, how you see the dispute being resolved and factors which you think will impede a settlement of the dispute