

SINGAPORE MEDIATION CENTRE FAMILY MEDIATION PROCEDURE RULES

Part 1: Introduction

1. These Rules shall be known as the SMC Family Mediation Procedure Rules (“**Rules**”).
2. The Rules shall apply to and govern every mediation which is, or which is to be, conducted under the Family Mediation Scheme administered and implemented for the time being by the Singapore Mediation Centre (“**SMC**”) (any such mediation being referred to in these Rules as a “**Mediation**”, and the administrative and support services provided or to be provided by SMC in relation to a Mediation as “**Services**”).
3. The annexes to these Rules form part of the Rules.
4. In these Rules, unless the context otherwise requires:
 - (a) words and expressions importing the singular shall include the plural, and *vice-versa*;
 - (b) words and expressions importing any gender shall include all other genders;
 - (c) words and expressions importing a person shall include a natural person, a firm, company, corporation and any incorporated or unincorporated entity;
 - (d) a reference to an Annex is to an annex to these Rules;
 - (e) a reference to these Rules includes the Annexes.
 - (f) a reference to “**days**” is to working days, unless otherwise stated;
 - (g) a “**working day**” means a day which is not a Saturday, Sunday or public holiday;
 - (h) a reference to the “**Fee Schedule**” is to the Fee Schedule set out in Annex B;
 - (i) a reference to “**Filing Fee**” is to the non-refundable filing fee provided in the Fee Schedule;
 - (j) a reference to “**Mediation Fee**” is to the Mediation Fee provided in the Fee Schedule;
 - (k) a reference to “**Additional Charges**” is to the additional charges as defined and prescribed in the Fee Schedule;
 - (l) a reference to “**FJC**” is to the Family Justice Courts of Singapore;
 - (m) a reference to an “**FJC Order**” is to an order made by the FJC;

- (n) a reference to the “**Code of Conduct**” is to the Code of Conduct set out in Annex C;
 - (o) In relation to a Mediation:
 - (i) “**Parties**” means the parties participating or who have agreed to participate in that Mediation, and “**Party**” means any such party;
 - (ii) “**Mediator**” means the mediator who is or will be conducting that Mediation;
 - (iii) “**Party-Selected Mediator**” means the Mediator who has been selected by the Parties themselves to conduct that Mediation;
 - (iv) “**Mediation Date**” means the date fixed by SMC for the conduct of that Mediation;
 - (v) “**Agreement to Mediate**” means an agreement to mediate, such agreement being in the form set out in Annex D;
 - (vi) “**Case Summary**”, in relation to any Party, means a summary of that Party’s case provided by that Party to the Mediator, the other Party and SMC prior to the Mediation Date;
 - (vii) “**Mediation Documents**” means copies of the documents referred to in the Case Summary;
 - (p) a reference to a “**mediation session**” is to a meeting which is, or is to be, convened for the purpose of conducting a mediation;
 - (q) a reference to a “**meeting**” includes a meeting convened on any video conferencing platform, as well as a meeting which is a combination of a physical meeting and a meeting convened on a video conferencing platform;
 - (r) the expression “**Online Filing Platform**” means any online platform that enables documents to be prepared and filed online with SMC for use in Mediations; and
 - (s) a reference to a form set out in any Annex includes the same form that is available on the Online Filing Platform.
5. Where a document is to be submitted by a party to SMC under the Rules, that document may be submitted by email, provided that if an Online Filing Platform is available at the time when the document is required to be submitted, that document shall be submitted to SMC using the Online Filing Platform.

Part 2: Court-Ordered Mediations

6. Preliminary

- 6.1 The provisions of this Part 2 of the Rules shall apply to every Mediation which is or is to be conducted pursuant to an FJC Order directing the Parties to attend private mediation administered by SMC ("**Court-Ordered Mediation**").

7. Filing Fee

- 7.1 Each Party shall pay the Filing Fee to SMC within 3 days from the date of a request by SMC to the Parties to do so.
- 7.2 If any Party fails to pay the Filing Fee to SMC in accordance with this Rule 7, SMC shall (subject to notification to the FJC) be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Mediation.
- 7.3 The Filing Fee shall be in such amount as prescribed in the Fee Schedule.

8. Date of Mediation

- 8.1 Subject to SMC receiving full payment of the Filing Fee from all of the Parties in accordance with Rule 7, SMC shall, in consultation with the Parties, fix the date for the conduct of the Mediation which shall be within six (6) weeks from the date of the relevant FJC Order or such other period as may be allowed or directed by the FJC. The Mediation shall be conducted on the date so fixed by SMC.

9. Agreement to Mediate

- 9.1 Not later than 7 days prior to the Mediation Date, the Parties, the Mediator and SMC shall enter into an Agreement to Mediate.

10. Mediation Fee and Additional Charges

- 10.1 In addition to the Filing Fee, each Party shall pay to SMC a Mediation Fee for the Mediation as follows:
- (a) where the Mediator is a Party-Selected Mediator, the Mediation Fee shall be in an amount as notified by SMC to the Parties.
 - (b) where the Mediator is not a Party-Selected Mediator, the Mediation Fee shall be in an amount as prescribed in the Fee Schedule.
- 10.2 Each Party shall also pay to SMC the Additional Charges where applicable.
- 10.3 The Mediation Fee and the Additional Charges shall be paid by the Parties to SMC at such time as SMC may specify.
- 10.4 The Parties shall also pay to SMC, at such time as SMC may specify, such deposits to account of the Mediation Fee and/or the Additional Charges as may from time to time be required by SMC.

- 10.5 If the Parties or any of them shall fail to pay any amount to SMC as required under this Rule 10, SMC shall be entitled (but not obliged) to:
- (a) re-fix the date for the conduct of the Mediation until after that amount has been paid in full to SMC, provided that such date shall be within six (6) weeks from the date of the FJC Order or such other period as may be allowed or directed by the FJC. The Mediation shall be conducted on the date so re-fixed by SMC; or
 - (b) upon notifying the FJC, terminate the Services and cease all further action in relation to the Mediation. Such termination shall be without prejudice to the liability of the Parties to pay such fees, charges and expenses that have already become due to SMC or which have already been incurred by SMC at the time of termination of the Services. Unless otherwise provided in the Rules, such fees, charges and expenses shall be borne and paid by the Parties in equal proportions.

Part 3: Requested Mediations

11. Preliminary

- 11.1 The provisions of this Part 3 of the Rules shall apply to every Mediation which is not a Court-Ordered Mediation but which SMC has agreed, at its sole and absolute discretion, to administer under its Family Mediation Scheme (“**Requested Mediation**”). Any decision by SMC to administer, or not to administer, a mediation under its Family Mediation Scheme shall be at SMC’s sole and absolute discretion and shall not be subject to appeal.
- 11.2 For the avoidance of doubt, a Requested Mediation shall be a “*mediation*” within the meaning of the Mediation Act 2017 (No. 1 of 2017) (the “**Act**”), and the provisions of the Act shall apply to a Requested Mediation.

12. Request for Mediation

- 12.1 A party requesting for or initiating a Mediation (“**Requesting Party**”) shall submit to SMC a duly completed and signed Request for Mediation in the form set out in Annex A (“**Request**”).
- 12.2 The Requesting Party shall, in the Request:
- (a) state the names of all of the parties (including the Requesting Party) who are to participate in the Mediation (“**Identified Parties**”, each an “**Identified Party**”);
 - (b) state whether all of the Identified Parties have agreed to participate in the Mediation; and
 - (c) state the name of the Identified Party who has not (or not yet) agreed to participate in the Mediation, if any (“**Unconfirmed Party**”).
- 12.3 Where an Unconfirmed Party is identified in the Request, Rules 12.4 and 12.5 shall apply.

- 12.4 During the period of 7 days from the date of receipt by SMC of the Filing Fee from the Requesting Party pursuant to Rule 13 (“**Receipt Date**”), SMC shall communicate with the Unconfirmed Party (if any) and seek to obtain his agreement to participate in the Mediation.
- 12.5 If, at the expiry of the period of 7 days from the Receipt Date, the Unconfirmed Party has not agreed to participate in the Mediation, then:
- (a) if there is another Identified Party, apart from the Requesting Party, who has agreed to participate in the Mediation (“**Remaining Identified Party**”), the Mediation may proceed between the Remaining Identified Party and the Requesting Party. This is provided that the Remaining Identified Party and the Requesting Party shall, within 14 days from the Receipt Date, confirm in writing to SMC that they agree to proceed with the Mediation between themselves and in the absence of the Unconfirmed Party.
 - (b) if the Remaining identified Party and the Requesting Party fail to confirm their agreement, SMC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Request.
 - (c) if there is no other Identified Party, apart from the Requesting Party, who has agreed to participate in the Mediation, SMC shall terminate the Services and cease all further action in relation to the Request.

13. Filing Fee

- 13.1 Each Party shall pay the Filing Fee to SMC as follows:
- (a) if no Unconfirmed Party is identified in the Request, the Requesting Party and each Identified Party shall pay the Filing Fee to SMC within 3 days from the date of submission of the Request by the Requesting Party to SMC (“**Request Date**”).
 - (b) if an Unconfirmed Party is identified in the Request:
 - (i) the Requesting Party shall pay the Filing Fee to SMC within 3 days from the Request Date;
 - (ii) each Remaining Identified Party (if any) shall pay the Filing Fee to SMC within 3 days from the Request Date; and
 - (iii) the Unconfirmed Party shall pay the Filing Fee to SMC within 3 days from its agreement to participate in the Mediation.
- 13.2 If any Party fails to pay the Filing Fee to SMC in accordance with Rule 13.1, SMC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Request.
- 13.3 The Filing Fee shall be in such amount as prescribed in the Fee Schedule.

14. Date of Mediation

- 14.1 Subject to Rule 14.4, as soon as practicable after SMC receives full payment of the Filing Fee from all of the Parties in accordance with Rule 13 (“**Filing Fee Receipt Date**”), SMC shall fix the date for the conduct of the Mediation, in consultation with the Parties.
- 14.2 Where the Parties have themselves selected the mediator for the Mediation, the Parties’ proposed date(s) of the Mediation shall be confirmed by SMC upon the agreement of the Parties and the Party-Selected Mediator.
- 14.3 Subject to Rules 14.5 and 16.5, the Mediation shall be conducted on the Mediation Date.
- 14.4 If SMC is unable to fix the date for the conduct of the Mediation by the expiry of 45 days from the Filing Fee Receipt Date, SMC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Mediation.
- 14.5 If, after the Mediation Date has been fixed, SMC for any reason determines that the Mediation cannot be conducted on the Mediation Date, the following provisions shall apply:
- (a) SMC may at its discretion re-fix the date for the conduct of the Mediation with the agreement of the Parties (and the appointed Mediator, if any), in which event the Mediation shall be conducted on the date so re-fixed by SMC, and references in these Rules to the “*Mediation Date*” shall be references to the date so re-fixed by SMC.
 - (b) if SMC at its discretion elects not to re-fix the date for the conduct of the Mediation or if, by the expiry of 7 days from the date on which SMC notifies the Parties (and the appointed Mediator, if any) of the re-fixing of the date for the conduct of the Mediation, SMC is unable to fix a new date for the conduct of the Mediation, SMC shall be entitled (but not obliged) to terminate the Services and cease all action in relation to the Mediation.

15. Agreement to Mediate

- 15.1 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.

16. Mediation Fee and Additional Charges

- 16.1 In addition to the Filing Fee, each Party shall pay to SMC a Mediation Fee for the Mediation as follows:
- (a) where the Mediator is a Party-Selected Mediator, the Mediation Fee shall be in an amount as notified by SMC to the Parties.
 - (b) where the Mediator is not a Party-Selected Mediator, the Mediation Fee shall be in an amount as prescribed in the Fee Schedule and notified by SMC to the Parties.

- 16.2 Each Party shall also pay to SMC the Additional Charges where applicable.
- 16.3 The Mediation Fee and the Additional Charges shall be paid by the Parties to SMC at such time as SMC may specify.
- 16.4 The Parties shall also pay to SMC, at such time as SMC may specify, such deposits to account of the Mediation Fee and/or the Additional Charges as may from time to time be required by SMC.
- 16.5 If the Parties or any of them shall fail to pay any amount to SMC as required under this Rule 16, SMC shall be entitled (but not obliged) to:
- (a) re-fix the date for the conduct of the Mediation until after that amount has been paid in full to SMC, in which event the Mediation shall be conducted on the date so re-fixed by SMC, and references in these Rules to the “*Mediation Date*” shall be references to the date so re-fixed by SMC; or
 - (b) terminate the Services and cease all further action in relation to the Mediation. Such termination shall be without prejudice to the liability of the Parties to pay such fees, charges and expenses that have already accrued due to SMC or which have already been incurred by SMC at the time of termination of the Services. Unless otherwise provided in the Rules, such fees, charges and expenses shall be borne and paid by the Parties in equal proportions.

Part 4: Provisions Applicable to Both Court-Ordered Mediations and Requested Mediations

17. Preliminary

- 17.1 The provisions of this Part 4 of the Rules shall apply generally to every Court-Ordered Mediation and every Requested Mediation.

18. Appointment of Mediator

- 18.1 The Mediator shall be appointed by SMC.
- 18.2 Where the Parties have themselves selected the Party-Selected Mediator, SMC shall appoint the Party-Selected Mediator as the Mediator. In that event, SMC shall be at liberty to select and appoint, at SMC’s sole and absolute discretion, a co-mediator for the Mediation, unless the Parties expressly inform SMC that they wish to have only the Party-Selected Mediator conduct the Mediation.
- 18.3 Where the Parties have not selected the mediator for the Mediation or cannot mutually agree on the mediator to be appointed, SMC shall select and appoint one or more persons to be the Mediator. If the Parties have any criteria for the choice of mediator, they should indicate such criteria to SMC as promptly as possible and SMC may take them into consideration, but the selection and appointment of the Mediator shall be at SMC’s sole and absolute discretion.
- 18.4 The Mediator, if he is not a Party-Selected Mediator, shall abide by these Rules, including the Fee Schedule and the Code of Conduct. If the Mediator is a Party-

Selected Mediator, he shall abide by these Rules (including the Code of Conduct but excluding the Fee Schedule) and the quotation or statement of his fees that he has submitted to or agreed with SMC.

19. Replacement of Mediator

19.1 If a Mediator resigns from his appointment before the Mediation Date or is for any reason unwilling or unable to conduct the Mediation on the Mediation Date, the following provisions shall apply:

- (a) if the Mediator is a Party-Selected Mediator, SMC shall appoint another Party-Selected Mediator (or a mediator selected by SMC at its discretion if so requested by the Parties) to conduct the Mediation on the Mediation Date;
- (b) if the Mediator is not a Party-Selected Mediator, SMC shall select at its own discretion and appoint another mediator to conduct the Mediation on the Mediation Date, provided that SMC shall not be obliged to do so if there is already another Mediator who has been appointed and who is able and willing to conduct the Mediation on the Mediation Date.

19.2 In any event, where a Mediator is not a Party-Selected Mediator, SMC shall be entitled, without giving any reasons to the Parties, to terminate the appointment of that Mediator at any time. SMC shall select and appoint another mediator to replace the Mediator whose appointment has been terminated, but is not obliged to do so if there is a remaining Mediator who is able and willing to conduct the Mediation.

19.3 References in these Rules to “*Mediator*” shall include a mediator who is appointed pursuant to this Rule 19.

20. Form of Agreement to Mediate

20.1 The Agreement to Mediate may take the form of an electronic record and may be signed by the Parties, the Mediator and SMC by applying their respective electronic signatures, and may be so signed 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.

20.2 If the Online Filing Platform is available for use at the time when the Agreement to Mediate is to be entered into, the Agreement to Mediate shall be signed and submitted to SMC using the Online Filing Platform, unless otherwise required by SMC.

21. Case Summary

21.1 At least 5 days before the Mediation Date (or such other period as SMC may prescribe from time to time), each Party shall provide to the Mediator, the other Party and SMC the following:

- (a) Case Summary based on the Case Summary Guideline set out in Annex E; and
- (b) Mediation Documents that the Party wishes to rely on at the Mediation.

- 21.2 A Party may submit only to the Mediator any information which that Party does not wish to disclose to the other Party ("**Private Information**"). The Private Information shall be in writing and identified as being information which is provided only to the Mediator, and shall be provided to the Mediator together with the Case Summary and Mediation Documents.
- 21.3 Where the Case Summary and Mediation Documents (together with the Private Information, if any) are submitted in the form of an electronic record, they shall not exceed in the aggregate 10 MB in file size.
- 21.4 For the avoidance of doubt, it is not SMC's responsibility to enforce compliance with this Rule 21 by any Party.

22. Conduct of Mediation

- 22.1 Parties who are individual persons or unincorporated entities should attend the Mediation in person. Parties who are companies or incorporated entities may appoint duly authorised representatives to attend the Mediation. Each Party shall ensure that it is represented at the Mediation by a person who is duly authorised to enter into a binding and enforceable settlement agreement on behalf of that Party in respect of the dispute to which the Mediation relates.
- 22.2 The Mediation may be conducted by way of a physical mediation session or by video conferencing or a combination of both or by one alternating with the other.
- 22.3 Where the Mediation is conducted by video conferencing:
- (a) the video conferencing platform to be used shall be as prescribed by SMC ("**Prescribed Platform**");
 - (b) the Parties shall not hold the Mediator or SMC or any of its officers, employees, agents or contractors liable or responsible in any respect for the use of the Prescribed Platform for the conduct of the Mediation or any consequence arising from it; and
 - (c) SMC shall provide the login details and password for the mediation session where necessary. If a password is provided by SMC, the Parties shall keep the password secure and shall not disclose the password (whether intentionally or otherwise) to any third party or unauthorised person.
- 22.4 Where the Mediation is conducted by way of a physical session at SMC's premises:
- (a) SMC shall implement, and the Parties, their representatives and the Mediator shall observe, comply with and abide by, all measures and requirements as are prescribed by or under the laws of Singapore or any rules and guidelines promulgated or issued by the relevant authorities in relation to the prevailing public health situation (collectively "**Health Measures**");
 - (b) if a Party or any of that Party's representatives breaches any Health Measure during the physical mediation session, that Party shall indemnify SMC against any loss, damage, cost, expense, claim, demand or action suffered or incurred by SMC by reason of or arising from such breach;

- (c) the Parties shall jointly and severally indemnify SMC against any loss, damage, cost, expense, claim, demand or action suffered or incurred by SMC by reason of or arising from any damage to any property or injury to any person caused by any Party or its representatives during the physical mediation session or otherwise in the course of the Mediation.
- 22.5 Regardless of whether the Mediation is conducted by video conferencing or by way of a physical session (and in the latter case regardless of whether it is conducted at SMC's premises):
- (a) to ensure the confidentiality of the Mediation, SMC shall restrict attendance at the Mediation to counsel or representatives who are notified in writing to SMC at least 5 days prior to the commencement of the mediation session ("**Authorised Participants**"). The Authorised Participants shall not permit any unauthorised person to gain access to the mediation session in any manner;
 - (b) SMC may restrict the number of persons by whom each Party may be represented at the Mediation;
 - (c) all recording and/or photography in any form or medium is strictly prohibited;
 - (d) SMC shall have the right to summarily exclude from the Mediation and/or SMC's premises any person who fails, refuses or neglects to comply with this Rule 22.
- 22.6 Where a Party requires an interpreter or any other assistance for the Mediation ("**Party Requirement**"):
- (a) the Party shall notify SMC of the Party Requirement and request the same at least 5 days prior to the Mediation Date;
 - (b) SMC may but shall not be obliged to assist the Party with the Party Requirement;
 - (c) where a Party requires an interpreter for the purposes of the Mediation, the interpreter shall be engaged directly by that Party at its own cost.
- 22.7 The Mediator may conduct the proceedings at the Mediation in any manner as he sees fit.

23. Commencement and Postponement of Mediation Session

- 23.1 The mediation session for the conduct of a Mediation shall commence at the appointed time on the date fixed for that mediation session and shall continue until the Mediator closes that session, at which time that mediation session will end.
- 23.2 If no settlement is reached at the end of a mediation session and the Parties wish to continue with the Mediation in another mediation session, the following provisions shall apply:

- (a) SMC shall fix the date for the next mediation session in consultation with the Parties ("**Continuation Date**"), and the Mediation shall continue on the Continuation Date;
- (b) the Mediation on the Continuation Date may be conducted by the same Mediator who conducted the Mediation in the preceding mediation session, or by another Mediator;
- (c) a fresh set of the Mediation Fee and Additional Charges shall be payable by the Parties under Rule 10 or Rule 16 in relation to the mediation session on the Continuation Date;
- (d) Rule 22 shall apply to the mediation session on the Continuation Date;
- (e) in the case of a Court-Ordered Mediation, if SMC is unable to fix a date for the next mediation session which is within six (6) weeks from the date of the relevant FJC Order or such other period as may be allowed or directed by the FJC, SMC shall upon notifying the FJC be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Mediation;
- (f) in the case of a Requested Mediation, if SMC is unable to fix a date for the next mediation session which is within 45 days from the date of the preceding mediation session, SMC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Mediation.

Postponement with more than 5 days' notice

23.3 If the Parties wish to postpone a mediation session prior to its commencement and notify SMC of such postponement more than 5 days prior to the date fixed for that mediation session, the following provisions shall apply:

- (a) upon SMC being notified, SMC shall re-fix the date for the mediation session;
- (b) in the case of a Court-Ordered Mediation, if SMC is unable to re-fix a date for the mediation session which is within six (6) weeks from the date of the relevant FJC Order or such other period as may be allowed or directed by the FJC, SMC shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties;
- (c) in the case of a Requested Mediation, if SMC is unable to re-fix a date for the mediation session within 45 days from the date originally fixed for the mediation session, SMC shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties;
- (d) if the date originally fixed for the mediation session has already been postponed twice or more times and the notification is of a postponement for the third or more times, SMC shall be entitled to treat the Mediation as having been cancelled by the Parties.

Postponement with less than 5 days' notice

- 23.4 Subject to Rule 23.5, if the Parties wish to postpone a mediation session prior to its commencement but notify SMC of such postponement less than 5 days prior to the date fixed for that mediation session, the following provisions shall apply:
- (a) upon SMC being notified, SMC shall re-fix the date for the mediation session, in which event each Party shall pay the following:
 - (i) a postponement fee in an amount equal to 50% of the Mediation Fee; and
 - (ii) the Mediation Fee and applicable Additional Charges for the Mediation on the date so re-fixed.
 - (b) in the case of a Court-Ordered Mediation, if SMC is unable to re-fix a date for the mediation session within six (6) weeks from the date of the relevant FJC Order or such other period as may be allowed or directed by the FJC, SMC shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 50% of the Mediation Fee;
 - (c) in the case of a Requested Mediation, if SMC is unable to re-fix a date for the mediation session within 45 days from the date originally fixed for the mediation session, SMC shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 50% of the Mediation Fee;
 - (d) if the date originally fixed for the mediation session has already been postponed twice and the notification is of a third postponement, the notification shall be deemed to be a cancellation of the Mediation by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 50% of the Mediation Fee.

Postponement within 24 hours prior to the Mediation Date

- 23.5 If the Parties wish to postpone a mediation session prior to its commencement but notify SMC of such postponement only within 24 hours prior to the Mediation Date, the following provisions shall apply:
- (a) upon SMC being notified, SMC shall re-fix the date for the mediation session, in which event each Party shall pay the following:
 - (i) a postponement fee in an amount equal to 100% of the Mediation Fee; and
 - (ii) the Mediation Fee and applicable Additional Charges for the Mediation on the date so re-fixed.
 - (b) in the case of a Court-Ordered Mediation, if SMC is unable to re-fix a date for the mediation session within six (6) weeks from the date of the relevant FJC Order or such other period as may be allowed or directed by the FJC, SMC

shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 100% of the Mediation Fee;

- (c) in the case of a Requested Mediation, if SMC is unable to re-fix a date for the mediation session within 45 days from the date originally fixed for the mediation session, SMC shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 100% of the Mediation Fee;
- (d) if the date originally fixed for the mediation session has already been postponed twice or more times and the notification is of a postponement for the third or more times, SMC shall be entitled to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 100% of the Mediation Fee.

23.6 If a request is made by any Party for a mediation session to be postponed, that request shall be deemed to have been made by all the Parties.

24. Cancellation and Withdrawal of the Mediation

24.1 If the Parties wish to cancel the Mediation and notify SMC of such cancellation more than 5 days prior to the date fixed for the mediation session, the Mediation shall be cancelled.

24.2 Subject to Rule 24.3, if the Parties wish to cancel the Mediation but notify SMC of such cancellation less than 5 days prior to the date fixed for the mediation session, the Mediation shall be cancelled, but each Party shall pay a cancellation fee equal to 50% of the Mediation Fee.

24.3 If the Parties wish to cancel the Mediation but notify SMC of such cancellation within 24 hours prior to the Mediation Date, the Mediation shall be cancelled, but each Party shall pay a cancellation fee equal to 100% of the Mediation Fee.

24.4 If no notification of any postponement or cancellation has been given by the Parties on or before the date fixed for the mediation session, but the Mediation cannot proceed on that date due to the absence of any Party, the Mediation shall be deemed to have been cancelled by the Parties on that date itself, in which event each Party shall pay a cancellation fee in an amount equal to 100% of the Mediation Fee.

24.5 Where a Party ("**Withdrawing Party**") notifies SMC of its withdrawal from the Mediation ("**Withdrawal Notice**"), the following provisions shall apply:

- (a) if the Mediation cannot proceed by reason of such withdrawal, the Withdrawal Notice shall be deemed to constitute a notification of the cancellation of the Mediation and Rules 24.1 to 24.4 shall apply.
- (b) if there are two or more remaining Parties who agree to proceed with the Mediation in the absence of the Withdrawing Party, the Mediation shall proceed in the absence of the Withdrawing Party.

- (c) if a Party refuses for any reason to proceed with the Mediation, that Party shall be deemed to have withdrawn from the Mediation, in which event the date on which such refusal is communicated to SMC (by that Party or any other Party) shall be deemed to be the date on which a Withdrawal Notice is given to SMC.

25. Settlement Agreement

- 25.1 Any settlement agreement made in or pursuant to a Mediation ("**Settlement Agreement**") shall be in writing and signed by the Parties or authorised representatives of the Parties.
- 25.2 The Settlement Agreement may take the form of an electronic record and may be signed by the Parties by applying their respective electronic signatures, and may be so signed 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.
- 25.3 The Mediator may (but is not obliged to) assist the Parties in drawing up or preparing the Settlement Agreement or express his views on its terms, but the Mediator bears no responsibility and shall incur no liability for having (or not having) done so. It is for the Parties to seek and obtain independent legal advice to ensure the efficacy and enforceability of the Settlement Agreement and to otherwise address their own interests.

26. Confidentiality

- 26.1 The Mediation shall be conducted in confidence and on a without-prejudice basis. No transcript or formal record will be made, and none of the Parties shall make any audio or video recording, or take photographs of the mediation proceedings.
- 26.2 All persons involved in the Mediation shall keep confidential and not use for any ulterior or collateral purpose:
 - (a) the fact that the Mediation is to take place or has taken place;
 - (b) any views expressed, or suggestions or proposals for settlement made, by a Party in the course of the Mediation;
 - (c) any and all proposals suggested, or views expressed, by the Mediator;
 - (d) the fact that a Party had or had not been willing to accept a proposal for settlement made by the Mediator or another Party; 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.
- 26.3 All documents (including anything stored electronically) and/or any other information produced for, or arising in relation to, or following from the Mediation shall not be discoverable in any proceedings connected with the dispute between the Parties to which the Mediation relates.

- 26.4 SMC is not to be regarded as a third party to the Mediation. SMC is entitled to obtain, receive and otherwise gain access to any information regarding anything said or done, or any document prepared, or any information provided for the purposes of or in the course of the Mediation, including any Settlement Agreement and its terms. The Mediator shall be at liberty to disclose to SMC (and its officers and employees) the progress, status and outcome of the Mediation, including the making of any Settlement Agreement and its terms.
- 26.5 In the case of a Court-Ordered Mediation, SMC shall be at liberty to disclose to 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.

27. Stay of Proceedings

- 27.1 Unless the Parties agree otherwise (but subject to any order of the FJC and/or the Mediation Act where applicable), the Mediation shall not preclude any Party from commencing any legal proceedings (or arbitration where applicable) against any other Party.
- 27.2 Where legal proceedings (or arbitration where applicable) have already been commenced, the Mediation shall not operate as a stay of such proceedings (or arbitration where applicable) unless a court (or arbitral tribunal where applicable) orders otherwise.
- 27.3 For the purposes of this Rule 27, the reference to “*legal proceedings*” includes any proceedings or action commenced or taken under any written law for the time being in force.

28. Services by SMC

- 28.1 The Services to be provided by SMC shall comprise the following:
- (a) selecting the Mediator, where he is not a Party-Selected Mediator;
 - (b) appointing the Mediator;
 - (c) fixing the date for the conduct of the Mediation in accordance with the Rules;
 - (d) organising the physical venue of the mediation session or the video conferencing platform for the conduct of the Mediation, as the case may be;
 - (e) drawing up and organising the execution of the Agreement to Mediate;
 - (f) providing liaison between the Parties and the Mediator; and
 - (g) providing general administrative support for the conduct of the Mediation.
- 28.2 For the avoidance of doubt, the Services shall not include the provision of any legal advice nor the interpretation of any legislation or statutory provision.

28.3 Where any Rule refers to a period of time within which any act is to be done or any event is to occur, SMC may at its sole discretion (but subject to any order of the FJC in the case of a Court-Ordered Mediation and subject further to any agreement by which the Parties are bound under which that act is to be done or that event is to occur within a certain period or by a certain date) extend that period or date. Subject always to such order and such agreement, where SMC has extended such a period or date referred to in a Rule, that Rule shall apply as if the period or date referred to in that Rule is replaced by the period or date so extended by SMC.

29. Exclusion of Liability

29.1 The Parties, whether singly or jointly, shall not make any claim against the Mediator and/or SMC (or any of its officers and employees) for any matter in connection with or in relation to or arising from:

- (a) the Services provided by SMC; or
- (b) the conduct of the Mediation by the Mediator; or
- (c) the dispute between the Parties to which the Mediation relates; or
- (d) the Settlement Agreement, if any; or
- (e) the conduct of any Party in relation to the Mediation, including any non-compliance with the Rules; or
- (f) otherwise in relation to the Mediation.

29.2 Without prejudice to Rule 29.1:

- (a) the Mediator shall not be liable to any Party for any negligence, act or omission in connection with his conduct of the Mediation or otherwise acting as mediator in the Mediation.
- (b) SMC, including its officers and employees, shall not be liable to any Party for any negligence, act or omission in connection with the Services or otherwise in connection with the administration of the Mediation.
- (c) SMC is not the agent of the Mediator, and the Mediator shall not be liable for any negligence, act or omission of SMC.
- (d) the Mediator is not the agent of SMC, and SMC shall not be liable for any negligence, act or omission of the Mediator.
- (e) the Parties shall not call the Mediator or SMC (or any of its employees, officers or representatives) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute between the Parties to which the Mediation relates.

30. Termination of the Mediation

30.1 The Mediation shall terminate upon the first to occur of the following events:

- (a) SMC terminating the Services pursuant to any of these Rules; or
 - (b) the Mediation being cancelled or deemed to be cancelled by the Parties pursuant to any of these Rules; or
 - (c) a Settlement Agreement being made, unless there remains a dispute between the Parties in relation to which the Parties wish to continue the Mediation; or
 - (d) the Mediator terminating the mediation session without a settlement being reached, and without the Parties indicating that they wish to continue with the Mediation in another mediation session.
- 30.2 Notwithstanding the termination of the Mediation, SMC shall be entitled to the fees and charges as prescribed in the Fee Schedule and the Mediator to his fee. If such fees and charges (including the Mediator's fee) have not already become due prior to the termination, they shall become due and payable upon such termination.

31. Amendments to the Rules

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

32. Interpretation of Rules

- 32.1 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	Request for Mediation
Annex B	Fee Schedule
Annex C	Code of Conduct
Annex D	Agreement to Mediate
Annex E	Case Summary Guideline

Issued: 1 October 2021

FAMILY MEDIATION PROCEDURE RULES REQUEST FOR MEDIATION

Singapore Mediation Centre
1 Supreme Court Lane, Level 4
Singapore 178879
Tel: (65) 6252 4226 Fax: (65) 6333 5085
Email: smcregistry@sal.org.sg Website: www.mediation.com.sg

The Applicant(s) and the Respondent(s) request for mediation under the prevailing SMC Family Mediation Procedure Rules ("[Rules](#)") and agree to abide by the same.

Have all the parties agreed to mediate this matter?

- Yes (Respondent(s) are to provide their signatures on page A-3)
 No

Pursuant to Rule 13 of the Rules, please state the name(s) of the Unconfirmed Parties (if any):

IMPORTANT NOTES

1. Pursuant to Rule 11.1 of the Rules, parties are to note that SMC retains the discretion whether to administer the mediation under these Rules.
2. Please copy all the parties to the dispute when sending the Request for Mediation to SMC.
3. A non-refundable filing fee shall be payable pursuant to Rule 13 of the Rules.

DETAILS OF PROCEEDINGS (if any)

Suit Number:
(if applicable)

APPLICANT(S)

(Where there are more than 2 parties or law firms, please provide the details for them in a separate attachment)

If court proceedings have started, please tick the applicable box

Plaintiff Defendant Third Party

Applicant(s) Contact Particulars

Salutation:
(if applicable) Mr Mrs Ms Others:

Name(s):

Address
(If not legally represented):

Contact No
(If not legally represented):

Tel:
Fax:

Email Address
(If not legally represented):

Legal Representative(s) Contact Particulars (if any)

Salutation:
(if applicable) Mr Mrs Ms 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>	
<i>If court proceedings have started, please tick the applicable box</i> <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Third Party	
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):	
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
Quantum of claim: S\$ Quantum of counterclaim: S\$

[Please provide brief details of the dispute]	
AVAILABLE DATES FOR MEDIATION	
Number of days proposed for mediation:	
<i>[Where Applicant(s) and Respondent(s) have agreed to mediation]</i> Please provide a few mutually available dates:	
<i>[To be filled by the Respondent only, if not mutually agreed earlier]</i> Please provide a few available dates:	
MEDIATOR PREFERENCES	
<input type="checkbox"/> Party-Selected Mediator(s): <i>(Please note that when parties select their own mediator, the Party-Selected Mediator(s) is/are entitled to charge his/her commercial rates. SMC's prevailing Fee Schedule shall <u>not</u> apply.)</i>	
Name(s): _____	
<input type="checkbox"/> SMC to appoint Mediator(s)	
Mediator Criteria (if any) [ie <i>industry expertise, language proficiency</i> etc]:	

APPLICANT(S) SIGNATURE	
Name and Signature:	
Date:	
RESPONDENT(S) SIGNATURE	
Name and Signature:	
Date:	

**SINGAPORE MEDIATION CENTRE
FAMILY MEDIATION PROCEDURE RULES**

FEE SCHEDULE

1. Where two or more Parties are represented at the Mediation by the same law firm, those Parties shall collectively be treated as one single party for the purposes of this Fee Schedule. Where a Party is not represented by a law firm, that Party shall be treated as one single party for the purposes of this Fee Schedule.
2. The Mediation Fee specified in this Fee Schedule applies where there are two Parties to the Mediation. Where there are more than two Parties to the Mediation, the Mediation Fee shall be as advised by SMC.
3. Unless otherwise expressly stated in this Fee Schedule, all amounts stated in this Fee Schedule are in Singapore Dollars and inclusive of prevailing Goods and Services Tax.
4. The Filing Fee, Mediation Fee and all other charges payable by a Party under the Fee Schedule shall be paid to SMC in such manner as advised by SMC from time to time.
5. The non-refundable Filing Fee payable by each Party is \$267.50.
6. A “*full-day mediation session*” means a mediation session held on a weekday (excluding Public Holidays) from 9.30am to 6.00pm.
7. The Mediation Fee is payable by each Party for each full-day mediation session and covers the following:
 - (a) the Mediator’s fee for that mediation session;
 - (b) the use of SMC’s premises for that mediation session;
 - (c) lunch and refreshments for the Mediator and up to three (3) individuals per Party during that mediation session; and
 - (d) SMC’s Services for the Mediation up to that mediation session.

Where a non-SMC premise is used as a venue for the mediation session, SMC shall advise Parties of the additional charges.

8. The Mediation Fee payable by each Party for each full-day mediation session is \$2,732.50.
9. If the mediation session extends beyond 6.00pm, each Party shall pay additional overtime and room charges as levied by SMC (“**Additional Charges**”).
10. If the mediation session begins later than 9.30am and/or ends earlier than 6.00pm, the Mediation Fee remains unchanged and there will be no refund of any part thereof.
11. If the mediation session is held on a Saturday, Sunday or Public Holiday (“**Holiday Session**”), the following provisions shall apply in respect of that session:

- (a) paragraphs 7 to 10 above shall apply as if the references to “*full-day mediation session*” and “*mediation session*” are to the Holiday Session;
 - (b) in addition to the Mediation Fee, each Party shall pay a surcharge of 20% on the Mediation Fee;
 - (c) where Additional Charges are payable, the Parties shall pay a surcharge of 20% on the Additional Charges.
12. Subject to paragraphs 7 to 11 above, the Mediation Fee payable by each Party for the first mediation session in the Mediation shall be the Mediation Fee payable for a full-day mediation session, notwithstanding that the Parties may request a shorter duration for the first mediation session.
13. The Additional Charges will be borne by all the Parties in equal proportions and will be charged as follows:
- (a) overtime charges will be charged at a rate of \$428.00 per two (2) hours or part thereof per Mediator and at a rate of \$214.00 per two (2) hours or part thereof for SMC staff.
 - (b) additional room charges will be as advised by SMC, depending on the venue of the mediation session.
14. In addition to the Mediation Fee, each Party shall pay a deposit in such amount as required by SMC for the Additional Charges.
15. The use of SMC’s premises is subject to availability. SMC reserves the right to change the venue of the mediation session and revise the Mediation Fee accordingly.
16. Where video-conferencing facilities are provided by SMC for a mediation session, SMC shall be entitled to levy additional charges for such facilities, in which event each Party shall pay such additional charges as levied by SMC.

Issued: 1 October 2021

**SINGAPORE MEDIATION CENTRE
FAMILY MEDIATION PROCEDURE RULES**

CODE OF CONDUCT

This Code of Conduct (“**Code**”) applies to every person who is appointed by SMC to act as a Mediator in any Mediation.

1. Acceptance of Appointment

- 1.1 A person shall not accept any appointment to act as Mediator unless he is reasonably satisfied that he is able to conduct the Mediation competently, expeditiously and impartially.

2. Impartiality

- 2.1 The Mediator shall be independent, impartial and fair to the Parties. He shall not accept any appointment if he has a financial interest (direct or indirect) in any of the Parties or the outcome of the Mediation or the dispute between the Parties. He shall disclose all circumstances which may lead to the impression that he may not be independent, impartial or fair.

- 2.2 When in doubt, the Mediator shall refer the matter to SMC.

3. The Mediation Procedure

- 3.1 The Mediator shall act in accordance with the SMC Family Mediation Procedure Rules.

4. Confidentiality

- 4.1 Any document or information supplied for or disclosed in the course of the Mediation shall be kept confidential.
- 4.2 The Mediator shall 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 consent of all the Parties.

5. Withdrawal

- 5.1 The Mediator shall withdraw from the Mediation and immediately inform SMC of such withdrawal:
- (a) when he realises that he has committed a breach of the Rules or 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 Rules and the Mediator is unable to proceed with the Mediation without acceding to such request.

6. Fees

- 6.1 As remuneration for acting as Mediator, the Mediator shall only be entitled to his fees and expenses in accordance with the terms of his appointment by SMC and shall

receive such fees and expenses directly and only from SMC. He shall not enter into any private arrangement with any of the Parties for the payment of fees or other remuneration, or otherwise to obtain any benefit from acting as Mediator in the Mediation.

Issued: 1 October 2021

**SINGAPORE MEDIATION CENTRE
FAMILY MEDIATION PROCEDURE RULES**

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**”)
- (5) _____ of _____ (“**Mediator**”)

WHEREAS

- A. Party A and Party B (“**Parties**”) have requested for mediation services under the Singapore Mediation Centre (“**SMC**”) 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(s) 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 SMC's prevailing Family 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(s); and

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(s) 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

[MEDIATOR]

Mediator

Signed by:

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

**SINGAPORE MEDIATION CENTRE
FAMILY MEDIATION PROCEDURE RULES**

CASE SUMMARY GUIDELINES

CASE INFORMATION	
Name of party:	
Name of solicitor(s) and law firm (if any):	
Suit no (if any):	
SMC reference no:	
List of attendees ¹ and their respective designations:	
HOW TO PREPARE YOUR CASE STATEMENT FOR MEDIATION	
<p>Please include the following in your case statement to be exchanged with the other party and submitted to the mediator(s):</p> <ul style="list-style-type: none"> • Brief facts of the case • Identify key issues to be mediated • Your client's main concerns • Describe the relationship between parties before the dispute arose and the current relationship between the parties • Previous settlement efforts and their outcomes, if any • Identify other persons relevant to the dispute (highlight if they are unable or unwilling to attend mediation) • How do you propose to see the dispute resolved 	
IS THERE ANY CONFIDENTIAL INFORMATION YOU WISH TO CONVEY TO THE MEDIATOR(S) (OPTIONAL)	
<p>Each party may also convey to the mediator(s), confidential information which they do not want to disclose to the other party(s), e.g. factors which you think will impede a settlement of the dispute or where misunderstandings might have arisen in the past. These instructions must be in writing.</p>	

¹ Parties shall comply with Rule 22 of the prevailing SMC Family Mediation Procedure Rules