

SINGAPORE MEDIATION CHARTER

Introduction

The use of formal mediation is on the rise. Since the inception of the Singapore Mediation Centre (SMC) in 1997, SMC's principal and associate mediators have facilitated amicable settlements of over 4,200 disputes totalling more than S\$ 9billion. More than 7,000 parties have voluntarily engaged in mediation and resolved their disputes in a private manner thus avoiding the costs associated with the adjudicatory processes. Globally, there is a growing appreciation of the time and financial savings, and long-term relationship benefits obtainable from mediated settlements.

Recognising the benefits available from mediation, jurisdictions like the United Kingdom¹, North America,² and Hong Kong³ have seen organisations come forward to formally pledge their commitment to resolve disputes outside traditional litigation channels. Cost-free and not legally binding, the pledge nevertheless succeeded in enabling signatories to achieve the following:-

- ❖ Recognition for commitment to and engagement in good corporate governance by safeguarding the organisation's interests through the willingness to use mediation to resolve disputes.
- ❖ Project an image of being client-friendly through a willingness to explore settling matters amicably with clients in the event of a dispute rather than aggressively pursuing claims in court.
- ❖ More opportunities to reap the benefits of mediation as signatories could use the pledge as a face-saving way to persuade other parties to initiate mediation proceedings.

¹<https://www.lawgazette.co.uk/practice/adr-pledge-may-change-approach-to-litigation/5038799.article>

² <https://www.cedr.com/foundation/corporate-adr-pledge/>

³ <http://www.doj.gov.hk/mediatefirst/chi/pdf/pledgeSigneec.pdf>

What is the Singapore Mediation Charter

SMC wishes to invite organizations in Singapore to be signatories to the Mediation Charter whereby, the signatory signals its commitment to promoting mediation through five core actions:-

- ❖ Action 1: Considering mediation as a first resort to resolve the organization's disputes with other persons or organizations;
- ❖ Action 2: Inserting a mediation clause(s) in agreements and forms that the organization is a party to, whenever appropriate;
- ❖ Action 3: Engaging its staff and members in programmes which equip them with the knowledge and skills of mediation;
- ❖ Action 4: Displaying its name as a signatory to the Mediation Charter on the Singapore Mediation Charter website; and
- ❖ Action 5: Placing a specially designed "Mediation Charter" logo or SMC logo on the organization's website or a link which is hyperlinked to the Singapore Mediation Centre's website where applicable.

Exclusive Benefits for Signatories

SMC would be offering all signatories the following exclusive benefits:-

- ❖ For quantum of claim above \$250,000, signatories enjoy \$500 off their mediation fees (discount is not applicable for the \$267.50 filing fee);
- ❖ 15% discount off full rates for staff of the signatories who register for the SMC's public conflict management workshops and seminars;
- ❖ 15% off customized in-house conflict management workshops conducted by SMC;
- ❖ A complimentary one-hour talk, "Introduction to Mediation at SMC", for a minimum of 30 attendees identified by the signatories;
- ❖ Complimentary legal consultation on the drafting of mediation clauses for the organization's use;
- ❖ Consultation and support from SMC's panel of mediation experts for the development of in-house mediation infrastructure;
- ❖ Complimentary listing of the organization's name on a dedicated Mediation Charter website administered by SMC, with a hyperlink to the organization's website; and
- ❖ Invites to exclusive and invitation only events, which include SMC or SMC supported mediation-related events.



We, _____

acknowledge that the use of mediation to resolve disputes is an effective way to find creative, relationship-building and long-term solutions that cannot be obtained through adversarial dispute resolution processes. We further understand that mediation, when engaged in good faith and voluntarily, can offer parties a faster, cheaper, less risky and less stressful method of dispute resolution.

Recognising the above and to signal our commitment, we shall do our best to promote the use of mediation in Singapore through the following:

Action 1

When differences arise between us and another person or organisation, we are prepared to explore the use of mediation in good faith to resolve the differences before pursuing adversarial processes. Should either party consider that a dispute is not suitable for mediation, or if mediation is adopted, but does not produce results satisfactory to the parties, either party may end the mediation and proceed to resolve their dispute through other dispute resolution mechanisms.

Action 2

Where appropriate and suitable, we will insert a mediation clause in any contract, agreement or form which we are party to.

Action 3

We shall endeavour to promote mediation to our staff and engage them in programmes which equip them with the knowledge and skills to resolve conflicts amicably.

Action 4

We agree for our Organisation's name to be published on the Singapore Mediation Centre (SMC)'s Charter website or in any other media, to enable third parties to identify us as a signatory to this Charter.

Action 5

We will display the SMC logo or a link which is hyper-linked to SMC's website in the form and design designated by SMC on our website where applicable.

This declaration is not intended to create any legally binding obligation, or to override any obligations of a professional adviser to its client.

Signature and Company Stamp:

Name:
Designation:
Date:

Contact Person Particulars

Title: Mr Mrs Ms Dr Prof

Others (Please specify: _____)

Name: _____

Designation: _____

Organisation: _____

Unique Entity Number (UEN): _____

Mailing Address: _____

Tel: _____

Fax: _____

Email Address: _____

Please send your completed form via post/ fax/ email to:

Singapore Mediation Centre

1 Supreme Court Lane, Level 4

Singapore 178879

Tel: 6332 4366

Fax: 6333 5085

Email: smc_enquiries@sal.org.sg

SINGAPORE MEDIATION CHARTER SIGNATORIES

For a full listing of the signatories, please refer to: www.mediation.com.sg/resources/friends-of-smc/

SAMPLE MEDIATION CLAUSE

Any dispute arising out of or in connection with this agreement must be submitted for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being. Either/any party may submit a request to mediate to SMC upon which the other party will be bound to participate in the mediation within [45 days] thereof. Every party to the mediation must be represented by [senior executive personnel, of at least the seniority of a Head of Department] or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the [English] language and the parties agree to be bound by any settlement agreement reached.