

SINGAPORE CONSTRUCTION MEDIATION CENTRE

SCMC MEDIATION PROCEDURE

1. The Process

- a. Parties are to take note that all mediations conducted at the Singapore Construction Mediation Centre ('SCMC') will adhere strictly to SCMC procedure.
- b. The mediation process will commence once parties having submitted the duly completed SCMC Request Form for Mediation to SCMC.
- c. In the event that the mediation proceeding is initiated by only one party in a multi-party dispute, SCMC will:
 - i. Contact and persuade all parties involved to take part in the mediation proceeding.
 - ii. Appoint mediator(s) for the proceeding.
 - iii. Arrange a timing suitable for all parties to be present at the mediation.
- d. In the event that despite repeated discussions, parties could not agree to meet at a mutually agreeable date, after a month from the date of submission of request form, SCMC will leave the arrangement for an agreeable date to the parties involved.
- e. Should the parties, after six months from the date of submission of the request form, fail to agree on the date to meet for the mediation, SCMC will stop the administrative works on the case. SCMC shall only revive the case upon the request of all the parties involved.

2. The Mediation Agreement

- a. The Mediation Agreement will form the basis of the terms and conditions governing the mediation services provided by SCMC. Parties are to agree and sign the agreement before SCMC provides the mediation service.
- b. Parties are to note that the Mediation Agreement will absolve and indemnify SCMC against all matters that could arise from the provision of the mediation service.

3. The Parties

- a. Only authorised individuals, with signed and stamped authorised letters from the company can represent the parties. The authorised representatives must also have the authority to agree on the terms of settlement, should there be any.
- b. In disputes represented by legal counsel, parties are strongly encouraged to appear in person as they have first-hand knowledge of the dispute and will be best suited to assist in the mediation process.
- c. Parties are to follow the facilitation of the mediator(s) in the mediation process. With the signing of the Mediation Agreement, parties are deemed to have accepted the terms of the mediation procedure.

4. The Mediator

- a. If the parties do not wish to appoint any specific mediator(s) from the SCMC panel of mediators, they are deemed, by default, to have agreed to let SCMC appoint suitable mediator(s) for the mediation process.
- b. SCMC will appoint the best suited mediator(s) for the case, based on the experience and availability of the mediator(s).
- c. Once the mediator(s) is/are chosen, SCMC will inform the parties about the choice. Upon receiving the information of the mediator(s), parties will have three (3) working days to object to the selection. The objections have to be supported by valid reasons such as conflict of interest etc.
- d. SCMC will, upon confirming the valid objection, appoint other mediator(s) from the Panel list.
- e. Mediator(s) appointed will be required to declare if there is any conflict of interest. SCMC will only confirm the appointment upon receiving the mediator(s)' written confirmation of no conflict of interest for the case.
- f. The Mediator:
 - i. shall read and be familiarised with the background of the case before commencing the mediation.
 - ii. Shall, at all times, maintain impartiality throughout the mediation process. If a Mediator feels that he/she could no longer be impartial in the case, the Mediator has to inform SCMC and withdraw from the case.
 - iii. shall adhere strictly to the SCMC Mediator's Code of Conduct.
 - iv. may help parties to draft any settlement agreement reached during the mediation process.
 - v. shall not make any judgment on the case.
 - vi. shall not act for any parties in the dispute during the entire mediation process.
- g. The Mediator(s) is not an agent, an employee, or a representative of SCMC.

5. The SCMC

- a. The role of SCMC shall be as follows:
 - i. to provide logistics and administrative support for the mediation process.
 - ii. to inform parties involved about the mediation application and to arrange for suitable timing and venue for the mediation.
 - iii. to oversee the exchange of necessary documentation.
 - iv. to appoint suitable mediator(s).

- b. The SCMC shall not be responsible for the agreement reached in the mediation process. Parties shall indemnify the SCMC against all possible damages or losses arising from the entire mediation process.

6. The Documentation

- a. Parties shall agree that the exchange of the necessary documentation and evidence shall be completed at least two weeks before the mediation.
- b. The documentation shall comprise the following:
 - i. Case summary
 - ii. Supporting Evidence

For evidence and documentation that parties wish to share with the mediator(s) in confidence, parties may elect not to include the confidential documentation in the exchange stage, but have the confidential documents brought along during mediation to present to the mediator.

- c. Parties should note that mediation is not litigation. Hence, the documentation presented should be succinct and need not be exhaustive.
- d. The documentation should be in both electronic and hardcopy format.

7. The Mediation

- a. All mediation processes conducted by SCMC shall be kept confidential and without prejudice. There shall be no recording of the proceedings in any form, including but not limited to audio, visual, verbatim, or any form of recording.
- b. If the Mediator(s) deem necessary, with the consensus of the parties, the Mediator(s) shall be empowered to engage the services of experts to provide further insights to the dispute. Any costs involved shall be borne by the parties equally.
- c. The Mediator(s) may conduct the mediation in ways he/she deems fit.
- d. If parties could not reach an agreement on the day of mediation, but felt strongly that subsequent mediation would help, parties and the Mediator(s) may choose to adjourn or reschedule for a further mediation session.

8. The Settlement Agreement

- a. Any settlement reached in the mediation shall be reduced to writing in the form of a Settlement Agreement.
- b. Under the principle of without prejudice, any promises given, concession provided, or any form of admission mentioned, if not being included in the Settlement Agreement, shall not be binding in any way.
- c. The Settlement Agreement shall be signed by the authorised representative of the parties. Pursuant to the Mediation Act 2017, the signed Settlement Agreement could be recorded as a court order.

9. Termination

- a. Mediation is a totally voluntary process. Hence, parties may withdraw from the mediation process at any time.
- b. Where a termination is requested, SCMC will accept only written notification for termination duly signed by the authorised representative and affixed with company stamp and on company letterhead.
- c. The Mediator(s) could also terminate or suspend the mediation process, if the continuing of the process might cause any conflict with the code of conduct or with the law.

10. Stay of Proceedings

- a. To avoid all doubts, Mediation proceedings conducted by SCMC will not stay any legal proceedings.
- b. Any commenced legal proceedings could only be stayed by the consensus of the parties and has to be agreed by the parties among themselves.
- c. In the event that parties reach a settlement in the mediation, parties will have to agree among themselves as to the status of the commenced proceedings.

11. Confidentiality

- a. The SCMC mediation process is confidential and is governed by the Mediation Act 2017.
- b. All parties shall not use any comments, discussions, evaluations, descriptions etc provided in the mediation process for any ulterior purposes.
- c. The parties shall not call SCMC, employees of SCMC, the Mediators, or any staff involved in the mediation process as witnesses for any legal proceedings.

12. Fees

- a. All parties are to incur their respective fees in the mediation process.
- b. The fees involved shall be the application fees, the mediator(s) fees, the overtime fees should there be any, and the additional logistical fee for additional attendees should there be any, in accordance with the Fee Schedule provided by SCMC.

13. Indemnity

- a. By engaging the mediation services of SCMC, parties agree to indemnify SCMC, employees of SCMC, the Mediator(s), and any representative of SCMC, collectively known as the mediation provider, against any possible losses or damages suffered by any parties due to mediation process.
- b. The mediation provider shall not be liable for any act of omission, mistakes, or negligence in the mediation process unless the said acts were due to fraud or due to professional misconduct.
- c. Parties shall not claim against SCMC, or call any member of SCMC to be witnesses in any legal process.

14. Interpretation

- a. For the Mediation Procedure, when in doubt, the interpretation shall favour the interpretation provided by the SCMC.

Note:

- Working days mentioned in this document shall exclude Saturdays, Sundays and Public holidays.

Appendices

- Appendix A: SCMC Request for Mediation
- Appendix B: SCMC Mediation Agreement
- Appendix C: SCMC Code of Conduct for Mediators
- Appendix D: SCMC Mediation Fee Schedule