

**MINLAW COVID-19 (WEDDING) MEDIATION PROGRAMME**  
**MEDIATION PROCEDURE**

**1. Introduction**

- 1.1 This Mediation Procedure relates to mediation under the MinLaw COVID-19 (Wedding) Mediation Programme (the “**MCMP**”).

**2. Agreement to Mediate**

- 2.1 Before the conduct of a mediation, the Mediator and the parties shall enter into an Agreement to Mediate in relation to the conduct of the mediation.
- 2.2 For the avoidance of doubt, an Agreement to Mediate can be signed by applying electronic signatures and be signed in counterparts.

**3. The Mediator**

- 3.1 The Mediator will disclose if he is in a conflict of interest, or if there are any circumstances likely to create an impression of partiality or bias.
- 3.2 Where a Mediator has made a disclosure pursuant to Clause 3.1, or where a party independently knows of circumstances likely to give rise to justifiable doubts as to the Mediator’s impartiality or independence, a party may object to the Mediator’s appointment in writing. Upon receipt of the disclosure or written objection, the Ministry of Law (“**MinLaw**”) will arrange for another Mediator.
- 3.3 The Mediator should not act for any of the parties at any time in connection with the subject matter of the mediation without the written informed consent of all the parties.
- 3.4 The Mediator and MinLaw are not agents of, or acting in any capacity for, any of the parties.
- 3.5 The Mediator is not an agent of MinLaw.

**4. Arrangement for Mediation**

- 4.1 MinLaw will make the necessary arrangements for the mediation, including but not limited to:
- a. Arranging for the Mediator;
  - b. Assigning a date for the mediation and circulating the link to the virtual mediation;
  - c. Facilitating an exchange, and submission to the Mediator, of supporting documents and proposals; and/or
  - d. Providing general administrative support.

## 5. **Case Statements**

- 5.1 Parties should submit and exchange confidential and without prejudice Case Statements before the mediation session.
- 5.2 For the avoidance of doubt, it is not MinLaw's or the Mediator's responsibility to enforce compliance of Clause 5.1 by any party.

## 6. **Conduct of the Mediation**

- 6.1 The mediation session may only be attended by the Mediator and the parties to the contract, and their interpreter (if necessary). A party to a mediation cannot be represented by an advocate and solicitor. The aforesaid shall not preclude an authorised officer or employee of a party who is not a natural person, from representing the entity in the mediation and settlement of disputes.
- 6.2 Mediation shall be conducted by video conferencing. Zoom shall be the video conferencing platform used. The parties shall be deemed to have consented to the use of the Zoom platform for the conduct of the mediation. The parties shall not hold the Mediator or MinLaw or any of its officers, employees or representatives liable or responsible in any respect of the use of the Zoom platform for the conduct of the mediation or any consequences arising from it. MinLaw shall only provide the login details and password for the mediation session. The parties shall keep the password secure and shall not disclose the password (whether intentionally or otherwise) to any third party or unauthorised person(s). The parties shall not permit any unauthorised person to gain access to the mediation session in any manner.
- 6.3 Notwithstanding Clause 6.2, the Mediator and the parties may agree to conduct the mediation by any other means.
- 6.4 The mediation shall be conducted in confidence in accordance with Clause 10. All recordings (whether audio, visual, or audio-visual) and/or photography in any form are strictly prohibited.
- 6.5 The Mediator may conduct the mediation in such manner as he or she deems fit, having in mind at all times the circumstances of the case and the wishes of the parties. The Mediator may conduct joint meetings with all or separate meetings with each of the parties.
- 6.6 Anything which is communicated to the Mediator in confidence shall not be disclosed to the other party or parties without the consent of the party making the communication.
- 6.7 The mediation shall be in English, unless otherwise agreed by the parties and the Mediator.

## 7. **Settlement Agreement**

- 7.1 No settlement reached in the mediation shall be binding until it has been reduced to writing and signed by the parties ("**Settlement Agreement**").
- 7.2 For the avoidance of doubt, a Settlement Agreement may be signed by applying electronic signatures and in counterparts.
- 7.3 The duly signed Settlement Agreement shall be binding upon the parties in accordance with its terms. The parties agree to abide by the Settlement Agreement, and to effect the terms thereof.

## **8. Mediation to be Voluntary**

- 8.1 Attendance at and participation in mediation is voluntary.
- 8.2 A party in mediation proceedings may withdraw from the mediation at any time by providing a written notice to MinLaw and the other party or parties.
- 8.3 Attendance at, participation in or withdrawal from mediation under the MCMP shall not affect the rights or remedies that a party to a dispute has.

## **9. Completion or Termination of Mediation**

- 9.1 Mediation will conclude or terminate when:
  - a. A Settlement Agreement is signed by the parties;
  - b. Any party advises MinLaw or the Mediator that he or she wishes to withdraw from the mediation;
  - c. The Mediator decides that continued mediation is unlikely to result in settlement; or
  - d. The Mediator decides that he should withdraw from the mediation for any reasons stated in the Mediator's Code of Conduct.

## **10. Confidentiality**

- 10.1 Mediation is to be conducted in confidence and on a without prejudice basis.
- 10.2 The parties and Mediator shall keep confidential and will not, indirectly or directly, divulge or disclose to any person(s) the following information:
  - a. The fact that the mediation is to take place or has taken place;
  - b. Any and all information, documents, suggestions, proposals or views provided by parties or the Mediator during the mediation session or in connection with the mediation, whether given verbally, in writing or in any other form; and
  - c. Any Settlement Agreement arising from the mediation.
- 10.3 Notwithstanding Clause 10.2, the Mediator or a party may disclose the information in Clause 10.2(a) – (c): -
  - a. To MinLaw;
  - b. If the disclosure is made with the consent of: -
    - i. All the parties to the mediation; and
    - ii. For a mediation communication that is made by a person other than a party to the mediation, the maker of the mediation communication.

- c. Where the law requires disclosure;
  - d. To the extent that the information is already in the public domain; or
  - e. To the extent that the disclosure is necessary for the purposes of, or in connection with the enforcement of a Settlement Agreement.
- 10.4 All and any information or documents (including anything stored electronically) produced for, or in connection with or following from the mediation shall not be discoverable in any proceedings connected with the dispute.
- 10.5 The parties shall not call the Mediator or MinLaw (or any of its officers, employees or representatives) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.
- 10.6 The provisions contained in this Rule are to be read in conjunction with the Mediation Act 2017 (No. 1 of 2017), and in particular, sections 9, 10 and 11.
- 11. Waiver of Liability**
- 11.1 No liability shall lie against either the Mediators, or MinLaw (or any of its officers, employees or representatives), for any act or omission in connection with the mediation or the services provided by the Mediator or MinLaw (or its officers, employees or representatives), unless the act or omission is fraudulent or involves wilful misconduct.
- 12. Fees**
- 12.1 There shall be no fees payable for a mediation under the MCMP.
- 13. Interpretation**
- 13.1 The interpretation of any provision in this procedure shall be made by MinLaw.
- 14. Amendment to the Mediation Procedure**
- 14.1 MinLaw reserves the right to amend and/or vary this procedure at any time and from time to time without prior notification, and at its sole discretion.

**Last Updated: 21 July 2021**