



The Law Society of Singapore

SPECIMEN AGREEMENT FOR MEDIATION/ARBITRATION UNDER THE SOCIETY'S "COST DISPUTE RESOLVE" SCHEME

THIS AGREEMENT is made between:

(1) The Law Society of Singapore of 39 South Bridge Road, Singapore 058673 (the "Law Society");

(2) \_\_\_\_\_ (Name) of \_\_\_\_\_ (Address) ("Party A");

(3) \_\_\_\_\_ (Name) of \_\_\_\_\_ (Address) ("Party B");

and

(4) \_\_\_\_\_ (Name) of \_\_\_\_\_ (Address) (the "Mediator / Arbitrator").

WHEREAS

a) Party A claims against Party B for payment of costs arising from: (tick appropriate box)

Order of Court dated \_\_\_\_\_

Terms of agreement dated \_\_\_\_\_

Invoice No. \_\_\_\_\_ presented by \_\_\_\_\_ (for solicitors and client costs)

Others (please specify)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b) The Parties wish to attempt to resolve in good faith a dispute over party and party costs or solicitor and client costs without litigation.
- c) The Law Society and the Mediator/Arbitrator have agreed to provide mediation/arbitration services to assist the Parties in resolving the dispute as to costs under the Society's "Cost Dispute Resolve" scheme (the "Cost Dispute Resolve" scheme).

**IT IS HEREBY AGREED** as follows:

(1) Submission

- 1.1 The Parties agree and consent that the dispute arising out of the party and party or solicitor and client cost shall be submitted to the Law Society for mediation/arbitration under the Cost Dispute Resolve scheme.
- 1.2 The Parties agree to abide by any settlement and to effect the terms of settlement reached through the mediation.
- 1.3 In the event a settlement is not reached and the dispute is referred to arbitration, the parties agree to abide by any decision of the arbitrator.

(2) Terms and Process of Mediation/Arbitration

- 2.1 The Parties agree to abide by the Rules of the Cost Dispute Resolve scheme (the "Rules") and the Schedules thereto. The terms and process of mediation/arbitration including all chargeable fees will be governed by the said Rules and Schedules referred to therein.

(3) Authorisation of Representatives (for Law Firms)

<u>Name</u>	<u>IC/Passport No.</u>	<u>Representing</u>
_____	_____	(Party A)
_____	_____	(Party B)

(4) Exclusion of Liability

- 4.1 In consideration of the Law Society and the Mediator/Arbitrator providing the mediation and/or arbitration services sought by the Parties:

- (a) the Parties shall not make any claim whatsoever against the Mediator/Arbitrator and/or the Law Society, its officers and employees or any committee/sub-committee for any matter in connection with or in relation to: -
- (i) the mediation/arbitration; and/or
  - (ii) the services provided by the Mediator/Arbitrator and/or the Law Society; and/or
  - (iii) the dispute between the Parties.
- (b) The Mediator/Arbitrator shall not be liable to the Parties for any act or omission in connection with any mediation or arbitration conducted under these Rules unless the act or omission is fraudulent or involves conscious and deliberate wrongdoing.
- (c) The Law Society shall not be liable for any act or omission in connection with the services provided by the Mediator/Arbitrator and/or the Law Society in relation to the mediation/arbitration.

Date: \_\_\_\_\_

Signed by:

Witness:

\_\_\_\_\_  
Name:  
NRIC No.:

\_\_\_\_\_  
Name:  
NRIC No.:

\_\_\_\_\_  
Name:  
NRIC No.:

\_\_\_\_\_  
Name:  
NRIC No.:

\_\_\_\_\_  
Name:  
NRIC No.:  
on and behalf of  
the Law Society of S Singapore

\_\_\_\_\_  
Name:  
NRIC No.:  
Mediator / Arbitrator