



CONSUMERS ASSOCIATION OF SINGAPORE MEDIATION CENTRE

AGREEMENT TO MEDIATION

Under CASE-CEA Mediation Rules

THIS AGREEMENT is made on the _____ day of _____ 2011 between:

- (1) The Consumers Association of Singapore (**CASE**) Mediation Centre of Ulu Pandan Community Building #05-01, 170 Ghim Moh Road Singapore 279621 ("**the Centre**");
- (2) _____ of _____ ("**the Initiating Party**");
- (3) _____ of _____ ("**the Responding Party**"); and
- (4) _____ (1st Mediator) and _____ (2nd Mediator)
(hereinafter together called "**the Mediator**" which shall include any trainee mediator and/or other person(s) authorized by the Centre to sit in the mediation session or any adjournment thereof).

WHEREAS

A. The Initiating Party claims against Responding Party as follows:

B. The Parties wish to attempt in good faith to resolve the disputes without litigation.

C. The Centre and the Mediator have agreed to provide mediation services to assist the Parties in resolving the dispute.

IT IS AGREED as follows:

1. Submission

- 1.1 The Parties agree and consent that the disputes arising out of or in connection with the claim above and related matters shall be submitted to the Centre for mediation.
- 1.2 The Parties agree to abide by any settlement and to effect the terms **if and as** thereby reached through the mediation.

2. Terms And Process Of Mediation

- 2.1 The Parties agree to abide by the CASE-CEA Mediation Rules of and to pay the fees set by the Centre.

3. Authorization Of Representatives

- 3.1 If a party is a company, a partnership or a firm, the following person(s) is/are authorized to represent the party.

<u>Name</u>	<u>I/C or Passport</u>	<u>Representing</u>
_____	_____	Initiating Party
_____	_____	Responding Party

- 3.2 If a party wishes a lawyer to accompany and advise him during the mediation session, prior notice of the same must be given to the the other parties to this Agreement and they may then also appoint a lawyer to similarly accompany and advise them during the mediation session.

4. Waiver Of Liability

- 4.1 In consideration of the Centre and the Mediator providing the mediation services sought by the Parties:
- a. The Parties shall not make any claim whatsoever against the Mediator and/or the Centre, its officers and employees for any matter in connection with or in relation to :

- (1) the mediation; and/or
- (2) the services provided by the Mediator and/or the Centre; and/or
- (3) the dispute between the Parties.

b. The Mediator will not be liable to the parties for any act or omission in connection with the services provided by the Mediator or in relation to the mediation, unless the act or omission is fraudulent or involves willful misconduct.

c. The Centre, including any officer, appointment holder, employee of CASE or any committee/sub-committee to whom any power or authority to administer any mediation was given will not be liable to the Parties for any act or omission in connection with the services provided by the Mediator and/or the Centre and/or in relation to the mediation.

Dated this _____ day of _____

(1) Consumers Association of Singapore

Signed for & on behalf of CASE

By Mediation Administrator

Name:

(3) Responding Party

Signed for & on behalf of Responding Party

Name: _____

Designation: _____

(2) Initiating Party

Signed by:

Name: _____

(4) The Mediators

Signed (1st Mediator):

Signed (2nd Mediator):

* Insert if applicable