



THE LAW SOCIETY  
OF SINGAPORE

Law Society

# Arbitration Scheme Handbook

2017



# Law Society Arbitration Scheme Handbook 2017

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## A. Introduction

The Law Society Arbitration Scheme (the “LSAS”), launched on 1 August 2009, addresses the growing demand for quick and cost-effective ways to resolve civil and commercial disputes.

The LSAS deals with the resolution of disputes by means of arbitration and not by litigation in Court. Arbitration is a private process where parties agree to resolve a dispute by referring it to an Arbitrator who makes a decision on the dispute.

## B. Special Features of the LSAS

1. The simplicity of procedure in the rules for arbitration makes it convenient for parties to submit their dispute to the LSAS.
2. Parties to a dispute are free to agree on their own Arbitrator and thereby maintain party autonomy.
3. The LSAS is designed for a speedy resolution of the dispute between the parties. A quick resolution of the dispute will save costs compared with litigation which could take much longer.
4. The provision of facilities by the Law Society of Singapore (the “Law Society”) for the conduct of arbitration at competitive rates (see Part 7B of the Handbook) adds to the convenience of the LSAS.
5. Arbitrations involving a sum in dispute not exceeding S\$60,000 are conducted on a “Documents-Only” basis. This is to ensure that the cost of the arbitration is kept low and commensurates with the sum in dispute.
6. A dispute in a pending action in the Subordinate Courts may be referred to arbitration under the LSAS (see Part 6A of the Handbook).
7. Where the sum in dispute does not exceed S\$20,000, the arbitration falls within the Pro Bono Arbitration Scheme. The arbitration is conducted on a “Documents-Only” basis and the Arbitrator’s fees will be waived (see Part 5 of the Handbook).

### **C. Rules of Arbitration**

Arbitration under the LSAS is governed by the LawSoc Arbitration Rules (the “Rules”). The Rules are designed to be simple and flexible enough to accommodate and dispose of a wide range of disputes expeditiously.

The arbitration is to be conducted and completed within the time frame set out in the Rules. Under the Rules parties can expect to have the arbitration heard and an award published in 120 days from the commencement of arbitration, subject to adjustments by the Arbitrator. As a speedier alternative, parties may elect under the Rules to conduct the dispute on a “Documents-Only” basis, in which case parties can expect an award within 90 days from the commencement of arbitration, subject to adjustments by the Arbitrator.

The LawSoc Arbitration Rules are found at Part 3 of the Handbook.

### **D. Arbitrator**

The Rules provide for a sole Arbitrator to be appointed by agreement of parties within 7 days from the commencement of arbitration. If the parties are unable to agree, an Arbitrator can be appointed by the President of the Law Society. The appointment by the President would be from a panel of experienced lawyers.

### **E. Costs of Arbitration**

Arbitrators’ fees are fixed according to a scale set by the Law Society. The current LSAS Scale Fees can be found at Part 7A of the Handbook.

### **F. Law Society of Singapore as Facilitator**

The Law Society will provide administrative support. In addition, where the parties are unable to agree on the choice of an Arbitrator, the Law Society will facilitate the appointment of the Arbitrator. The Arbitrator will be remunerated in accordance with the LSAS Scale Fees which will be reviewed periodically to adjust and respond to the needs of the public. For the latest LSAS Scale Fees, please refer to the Law Society’s website at [www.lawsociety.org.sg](http://www.lawsociety.org.sg).

## **G. Areas for Arbitration**

The LSAS can be applied to all types of civil disputes, although the streamlined procedure is designed to expedite the resolution of less complex claims. Besides the traditional areas of arbitration such as construction and commercial disputes, the LSAS can also be used to arbitrate disputes in the areas of employment, tenancy, renovation works, media, entertainment and travel amongst others.

## **H. Conclusion**

The objective of the LSAS is to introduce arbitration that is simple, expeditious and cost effective.

For further information on the LSAS, please refer to the Law Society of Singapore's website at [www.lawsociety.org.sg](http://www.lawsociety.org.sg) or contact the Law Society of Singapore as follows:

Representation and Law Reform Department  
The Law Society of Singapore  
39 South Bridge Road  
Singapore 058673

Tel: +65 6538 2500  
Fax: +65 6533 5700  
Email: [represent@lawsoc.org.sg](mailto:represent@lawsoc.org.sg)

The following are model clauses that parties may wish to use in their contracts:

### **A. Arbitration under the LSAS**

Parties who desire to arbitrate under the LSAS may insert into their contract an arbitration clause in the following terms:

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be determined by arbitration in Singapore in accordance with the LawSoc Arbitration Rules applicable at the commencement of the arbitration.

### **B. “Documents-Only” Arbitration**

Where parties wish specifically to elect for a “Documents-Only” arbitration, they may wish to insert the following provision into their contract:

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be determined by arbitration in Singapore in accordance with the LawSoc Arbitration Rules applicable at the commencement of the arbitration. The arbitration shall be conducted as a “Documents-Only” arbitration under the LawSoc Arbitration Rules.

### **C. Arbitration-Mediation-Arbitration**

Dispute resolution under an Arbitration-Mediation-Arbitration (“Arb-Med-Arb”) process can also be provided for by inserting the following in the contract:

1. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by The Law Society of Singapore (the “Law Society”) under the Law Society Arbitration Scheme (“LSAS”) in accordance with the LawSoc Arbitration Rules of the Law Society for the time being in force, which rules are deemed to be incorporated by reference in this clause (“Arbitration Rules”).
2. The seat of the arbitration shall be Singapore.



3. The Tribunal shall consist of one arbitrator.
4. The language of the arbitration shall be English.
5. The parties further agree that following the commencement of arbitration, they will attempt to resolve the Dispute through mediation [under the Law Society Mediation Scheme]\*\*, in accordance with the Law Society Arb-Med-Arb Procedure under the Arbitration Rules for the time being in force. Any settlement reached in the course of the mediation shall fall within the scope of this arbitration agreement and may be referred to the Arbitral Tribunal appointed in accordance with this clause and may be made a consent award on agreed terms.

\*\* Parties may specify the Mediation Institution of their choice. If the parties wish to select an alternative Mediation Institution, please replace “[under the Law Society Mediation Scheme]” with the word “at” followed by the name of the Mediation Institution of choice (e.g. “at [Mediation Institution]”). If parties do not wish to specify the Mediation Institution of their choice in the Clause, please delete “[under the Law Society Mediation Scheme]”.

## These Rules will come into effect from 1 December 2017.

### General

1. Where the parties have agreed in writing that disputes shall be referred to arbitration under the LawSoc Arbitration Rules (the “Rules”), such disputes shall be referred and finally determined in accordance with these Rules.<sup>1</sup>
2. These Rules shall apply to arbitrations in either one of the following forms:
  - 2.1 “Documents-Only” arbitrations without a hearing for the presentation of evidence or oral submissions on the merits of the dispute; or
  - 2.2 Arbitrations involving a hearing for the presentation of evidence and/or oral submissions on the merits of the dispute.
3. Where parties agree specifically to a “Documents-Only” arbitration or the value of the claim and counterclaim in total (the “Sum in Dispute”) is not more than S\$60,000, the arbitration shall be conducted as a “Documents-Only” arbitration pursuant to Rule 2.1 above. All other arbitrations conducted under these Rules shall be arbitrations under Rule 2.2.
4. For the purposes of these Rules, notices, statements, submissions or other documents used in arbitration may be delivered personally to the party or delivered by leaving the document at his habitual residence, place of business or mailing address; or, if none of these can be ascertained after making reasonable inquiry, then documents may be delivered by leaving them at the party’s last-known residence or place of business. The date that a party has notice of a document is deemed to be the date that the particular document is delivered to that party. Delivery of documents to The Law Society of Singapore or its officers shall be in accordance with these Rules. All documents and notices shall be copied to the President and all parties, as applicable. For the avoidance of doubt, any notice in writing required to be given by the Claimant may also be given by the Respondent should the Claimant fail to do so, copying the President and the Claimant.

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<sup>1</sup> Parties with LSAS arbitration clauses that refer to specific versions of the Rules may opt to either keep to that version or to commence under the Rules that are current at the time of the proceedings.

5. For the purposes of calculating a period of time prescribed by these Rules, the period shall begin to run on the day following the day when a notice, statement, submission or other document is received or when the act prescribed takes place. If the last day of the period is a Saturday, Sunday or public holiday, the period is extended until the first day that is not a Saturday, Sunday or public holiday. Saturdays, Sundays or public holidays occurring during the running of the period of time are included in calculating the period.

### **Commencement of Arbitration**

6. To commence an arbitration under these Rules, the party initiating commencement of the arbitration (the “Claimant”) shall deliver to the other party (the “Respondent”) a notice in writing stating their intention to commence an arbitration under these Rules (the “Notice of Arbitration”). A copy of the Notice of Arbitration shall, for information purposes only, be delivered at the same time to The Law Society of Singapore (the “Law Society”) at 39 South Bridge Road, Singapore 058673, or at such other place where The Law Society of Singapore has its main premises, and be marked for the attention of the President of the Law Society (the “President”).
7. The Notice of Arbitration shall include:
  - 7.1 The names and mailing addresses of the parties to the dispute;
  - 7.2 A short statement that parties are in dispute over a matter which is to be identified in brief terms;
  - 7.3 Reference to the agreement by which the dispute is to be arbitrated under these Rules;
  - 7.4 The names and professional details of 3 individuals nominated by the Claimant as candidates for the role of single arbitrator of the dispute;
  - 7.5 A copy of the arbitration agreement; and
  - 7.6 A comprehensive Statement of Case signed by or on behalf of the Claimant.

8. The copy of the Notice of Arbitration delivered to the Law Society shall be accompanied by a cheque drawn in favour of 'The Law Society of Singapore' in such sum as may from time to time be prescribed by the Law Society as the fee for commencing arbitration under these Rules.

### **Appointment of Arbitrator**

9. Any arbitration conducted under these Rules shall be conducted by a sole arbitrator (the "Arbitrator") whose appointment shall be agreed in writing by the parties within 7 days of the commencement of arbitration.
10. 10.1 Where parties are unable to agree in writing to the appointment of an Arbitrator after 7 days of the commencement of the arbitration, the Claimant shall within 7 days thereafter notify the President of the same in writing and refer the appointment of an Arbitrator to the President. The President shall, either by himself, or in consultation with any committee approved by the Council of the Law Society, within 21 days from such notification appoint an Arbitrator to hear and/or determine the dispute, notify the parties of the appointment, and provide the parties with the Arbitrator's name and mailing address. Where an Emergency Arbitrator is appointed under Appendix 2, these timelines shall continue to run concurrently, save that the President shall not appoint the Arbitrator until the Emergency Arbitrator has delivered his interim order or award.
  - 10.2 The request for appointment of an Arbitrator shall be accompanied by a cheque drawn in favour of The Law Society of Singapore in such sum as may from time to time be prescribed by the Law Society as the appointment fee.
11. Upon the appointment of the Arbitrator (whether by parties' agreement or appointment by the President), the Claimant shall forthwith provide to the Arbitrator a copy of the Notice of Arbitration.
12. The remuneration of the Arbitrator shall be in accordance with such rates and fees as may from time to time be prescribed by the Law Society as the rates and fees applicable to arbitrators' remuneration for arbitration under these Rules, subject to any lower rates and fees agreed between

the parties and the Arbitrator. Parties are jointly and severally liable for the Arbitrator's fees and expenses, without prejudice to any order on costs that the Arbitrator may make.

### **Procedure in the Arbitration**

13. Subject to these Rules, the Arbitrator shall have all powers permitted by law to ensure the just, expeditious, economical and final determination of the dispute, including the power to abridge or extend time periods prescribed by these Rules. In this regard, the Arbitrator shall conduct the arbitration in such manner as he or she considers appropriate, save that at all times the Arbitrator shall ensure that the parties are treated equally and are given reasonable opportunity to present their case.
  - 13.1 The Law Society may from time to time issue Practice Notes to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.
  - 13.2 It shall be permissible for the parties, during the course of the arbitration, to refer the dispute to mediation under the Law Society Mediation Scheme ("LSMS"), Singapore Mediation Centre ("SMC") or some other mediation institution or ad-hoc mediation, pursuant to Appendix 1 of these Rules. Where the parties have agreed to submit to the Arb-Med-Arb Procedure set out at Appendix 1 of these Rules, these Rules shall continue to apply subject to Appendix 1.
  - 13.3 For the avoidance of doubt, the parties may submit to the Arb-Med-Arb Procedure set out at Appendix 1 of these Rules by agreement at any point during the arbitration prior to the issue of the final award.

### **Statement of Case**

14. Without limiting its comprehensive nature, the Statement of Case shall contain the following information:
  - 14.1 A statement of the facts and particulars supporting the Claimant's position in their claim;

- 14.2 Copies of all documents relied upon;
- 14.3 The contentions of fact and law supporting the Claimant's position;
- 14.4 All items of relief and remedy sought by the Claimant; and
- 14.5 All quantifiable items of claim with accompanying calculations and breakdown (where applicable).

### **Statement of Defence (and Counterclaim, if any)**

- 15. Within 28 days of the commencement of arbitration, the Respondent shall deliver to the Arbitrator and the Claimant a comprehensive statement of defence ("Statement of Defence") to the Claimant's claim signed by or on behalf of the Respondent. Where the Respondent desires to advance a counterclaim against the Claimant, a comprehensive statement of the counterclaim signed by or on behalf of the Respondent must be included in the same document as the Statement of Defence and such document shall be titled "Statement of Defence and Counterclaim".
- 16. Without limiting its comprehensive nature, the Statement of Defence (and Counterclaim, if any) shall contain the following information:
  - 16.1 A confirmation or denial of the Claimant's claim;
  - 16.2 A statement of the facts and particulars supporting the Respondent's position in defending the claim;
  - 16.3 Copies of all documents relied upon;
  - 16.4 The contentions of fact and law supporting the Respondent's position; and
  - 16.5 Where a counterclaim is advanced, the same kind of information that a claimant is obliged to give in his Statement of Case.

### **Statement of Reply (and Defence to Counterclaim, if applicable)**

- 17. Within 14 days of receipt of the Respondent's Defence (and Counterclaim, if any), the Claimant shall deliver to the Arbitrator and the Respondent

a comprehensive statement of reply (“Statement of Reply”) to the Respondent’s defence signed by or on behalf of the Claimant. Where the Respondent has advanced a counterclaim against the Claimant, a comprehensive statement of the defence to the Respondent’s counterclaim signed by or on behalf of the Claimant must be included in the same document as the Statement of Reply and such document shall be titled “Statement of Reply and Defence to Counterclaim”.

18. Without limiting its comprehensive nature, the Statement of Reply (and Defence to Counterclaim, if applicable) shall contain the following information:
  - 18.1 A confirmation or denial of the Respondent’s defence;
  - 18.2 A statement of the facts and particulars supporting the Claimant’s position in replying to the defence;
  - 18.3 Copies of all documents relied upon;
  - 18.4 The contentions of fact and law supporting the Claimant’s position; and
  - 18.5 Where a defence to counterclaim is advanced by the Claimant, the same kind of information that a Respondent is obliged to give in his Statement of Defence.

### **“Documents-Only” Arbitration for Disputes under S\$60,000 or Pursuant to Parties’ Specific Agreement**

19. Where parties agree specifically to a “Documents-Only” arbitration or where the Sum in Dispute is not more than S\$60,000, the Arbitrator shall, upon receipt of the Statements referred to in paragraphs 14 to 18 above (where applicable) and such other documents as he may direct or require, proceed to consider the dispute and publish his award in accordance with these Rules.
20. A hearing for the presentation of evidence or oral submissions on the merits of the dispute is not required unless, in exceptional circumstances, the Arbitrator deems it necessary for the resolution of the dispute.

## Status Hearing

21. Where the arbitration is not a “Documents-Only” arbitration pursuant to Rule 2.1, the Arbitrator shall convene a hearing to be attended by both parties (the “Status Hearing”) no later than 7 weeks from the date of commencement of the arbitration. At the Status Hearing, the Arbitrator shall enquire into the status of the arbitration and shall consider directions for the further conduct of the arbitration, including:
  - 21.1 Directions for exchange of statements of case, defence or reply (if parties have not been able to exchange such statements within the time prescribed by these Rules);
  - 21.2 Directions for the exchange of witness statements;
  - 21.3 A direction that all or any applications for interim rulings, interim relief, awards and/or directions be delivered to the Arbitrator no later than 7 days from the date of the Status Hearing (if such applications have not by such time already been delivered to the Arbitrator); and for a resumed Status Hearing to be held within 14 days of the original Status Hearing at which all applications for interim relief, awards and/or directions are to be heard and disposed; and
  - 21.4 Directions, as may be appropriate for the presentation of evidence by witnesses, including expert witnesses, if any, and for oral submissions to be made on behalf of the parties.

## Interim Relief

22. Subject to Rule 21.3, at any stage of the arbitration prior to the Status Hearing, parties may deliver to the Arbitrator and the Respondent applications for interim rulings, awards and/or directions signed for or on behalf of the party making the application. Such applications must be supported by a statement signed by or on behalf of the parties setting out the grounds for the application and all supporting documents.



23. Applications for interim relief, awards and/or directions delivered to the Arbitrator after the time limit stipulated in Rule 21.3 may be refused by the Arbitrator on the sole ground that they are not delivered in accordance with the said time limits. The Arbitrator may consider applications for interim relief, awards and/or directions delivered after the time limit stipulated in Rule 21.3 if the Arbitrator is of the view that the application is necessary for the fair disposal of the arbitration.
24. A party that wishes to seek emergency interim relief prior to the appointment of the Arbitrator may apply for such relief pursuant to the procedures set out in Appendix 2.
25. A request for interim relief made by a party to a judicial authority prior to the appointment of the Arbitrator, or in exceptional circumstances thereafter, is not incompatible with these Rules.

### **Substantive Hearing**

26. The Arbitrator shall where applicable, direct that the hearing shall be heard as soon as reasonably possible and in any event to be completed no later than 90 days from the commencement of the arbitration. If at any time it appears to the Arbitrator that the substantive hearing of the arbitration may not be capable of completion within 90 days from the commencement of the arbitration, the Arbitrator shall notify the President in writing of such development, for the purpose of information only.
27. In the absence of witness statements, the parties' signed Statement of Case, Statement of Defence (and Counterclaim, if any) and Statement of Reply (and Defence to Counterclaim, if applicable) shall serve as the parties' evidence at the hearing.
28. Unless the party entitled to cross-examine dispenses with it, the maker of any witness statement and/or the party or parties identified in the statements and/or supporting evidence must be made available for cross-examination at the hearing. If he fails to attend, the Arbitrator may elect:

- 28.1 To proceed with the hearing and place such weight on his statement or evidence as the Arbitrator deems just and appropriate; or
  - 28.2 To proceed with the hearing and exclude his statement or evidence altogether.
29. Subject to the Arbitrator's duty to give each party a reasonable opportunity of presenting its case and of dealing with that of the opponent, the Arbitrator may impose time limits on the length of examination or cross-examination of witnesses, or of oral submissions.

### **Awards**

30. A party shall be entitled to apply for an interim ruling or award (as the case may be) and shall as far as possible do so in accordance with these Rules.
31. Applications for interim rulings or awards must be supported by a statement signed by or on behalf of the party making the application setting out the grounds for the application and relevant facts and documents. The Arbitrator may hear such applications for interim rulings or awards and shall be empowered to determine the following:
- 31.1 Objections that the Arbitrator has no jurisdiction, including any objections in respect of the validity of an arbitration agreement;
  - 31.2 Applications to correct any contract or arbitration agreement in accordance with the substantive rules of law applicable;
  - 31.3 Preliminary questions or points of law arising in the arbitration by which determination the arbitration may be disposed of;
  - 31.4 Applications for permission to amend the aforesaid Statements or other documents delivered in the arbitration;
  - 31.5 Applications for extension or abridgment of time periods prescribed by these Rules;
  - 31.6 Applications for disclosure of documents and facts;

- 31.7 Such further or other applications for directions as may appear to the Arbitrator to be necessary for the fair and expedient resolution of the dispute under arbitration; and
- 31.8 Without prejudice to the general powers conferred on the Arbitrator under Rule 34, make orders as to costs in relation to or for the purposes of Rule 29.1 to 29.7 above. The award shall state the reasons upon which it is based.
32. The award shall be signed by the Arbitrator and shall contain the date and place in which the award was made. The Arbitrator shall upon payment of all outstanding fees due to the Arbitrator deliver the award to the parties and a copy thereof to the President of the Law Society. Awards shall be made in writing and shall be final and binding on the parties. The parties undertake to carry out any such award without delay.
33. With regard to a “Documents-Only” arbitration, the Arbitrator shall publish his final award expeditiously and as far as practicable no later than 90 days from the commencement of the arbitration.
34. With regard to an arbitration with a substantive hearing, the Arbitrator shall publish his final award expeditiously and as far as practicable no later than 120 days from the commencement of the arbitration.

### **Extension of Time for the Award**

35. If it appears to the Arbitrator that the final award may not be published within the time limits provided in these Rules, the Arbitrator shall, before the lapse of the said time limit, notify the President in writing of the revised estimated date of publication of the award, for the purpose of information only.

### **Interpretation or Correction of the Award**

36. Within 30 days after the receipt of the award, any party, with notice to the other parties, may request the Arbitrator to interpret the award or correct any clerical, typographical or computation errors or make an additional award as to claims presented but omitted from the award.

37. If the Arbitrator considers such a request justified, after considering the contentions of the parties, the Arbitrator shall comply with such a request within 30 days after the receipt of the request.

### Costs

38. In making his award under these Rules, the Arbitrator shall, at his discretion, which shall be exercised judicially, order by whom and in what proportion the parties shall pay the costs of the arbitration, including the Arbitrator's fees provided that:

Costs awarded for sums in dispute (claim plus counterclaim) of not more than S\$60,000 shall be as follows, including disbursements but excluding the Arbitrator's fees:

#### Schedule on Costs

(i) Up to S\$20,000	Up to S\$7,000
(ii) More than S\$20,000 to S\$40,000	S\$6,000 to S\$14,000
(iii) More than S\$40,000 to S\$60,000	S\$7,000 to S\$20,000

### Confidentiality

39. All matters disclosed during the proceedings, whether by the parties or by witnesses, and all matters relating to the arbitration or to the award shall be kept confidential by the Arbitrator (including an Emergency Arbitrator), the administrator and the parties, save for the following exceptions:

39.1 Where otherwise agreed by the parties in writing;

39.2 Where disclosure is made to a party's professional advisors, insurers or third party funders or as required by law. Where a party discloses such matters to its professional advisors, insurers or third party funders, it shall ensure that these persons are subject to confidentiality obligations that are similar to this paragraph;

- 39.3 Where a party makes an application to a court of competent jurisdiction:
- 39.3.1 In relation to the enforcement or challenge of the award; or
  - 39.3.2 To pursue its legal rights under applicable law;
- 39.4 Where such matters have come into the public domain through no fault or breach of these Rules by either party.

## **Exclusions**

40. Notwithstanding the delivery of documents to the Law Society for its information and the appointment of an Arbitrator where parties cannot agree, the Law Society, its officers, employees, agents and committees are not, for the purpose of these Rules, a body administering the arbitration and are under no duty or obligation to administer or control the arbitration. Parties agree not to hold the Law Society, its officers, employees, agents and committees responsible or liable for anything done or omitted to be done in the discharge or purported discharge of any power, function or duty under these Rules or in connection with any Arbitrator or arbitration under these Rules.

1. This AMA Procedure shall apply to all disputes submitted to the Law Society Arbitration Scheme (“LSAS”) for resolution, which parties have agreed to submit for resolution under this AMA Procedure. Under this AMA Procedure, parties agree that any dispute settled in the course of mediation shall fall within the scope of their arbitration agreement.

### **Commencement of Arbitration**

2. A party wishing to commence an arbitration (the “Claimant”) under the AMA Procedure, whether under an AMA Clause or by agreement with the other party, shall deliver to the other party (the “Respondent”) a notice in writing stating their intention to commence an arbitration (the “Notice of Arbitration”) in accordance with these Rules. A copy of the Notice of Arbitration shall, for information purposes only, be delivered at the same time to The Law Society of Singapore (the “Law Society”) at 39 South Bridge Road, Singapore 058673, or at such other place where the Law Society has its main premises, and be marked for the attention of the President of the Law Society (the “President”).
  - 2.1 The Notice of Arbitration shall set out the AMA Clause or state that the arbitration is commenced pursuant to the AMA Procedure by agreement of the parties, as applicable.
  - 2.2 For the avoidance of doubt, parties to an ongoing arbitration under these Rules may submit to the AMA Procedure by agreement at any time prior to the issuance of the award. In this case, the Claimant shall notify the Law Society and, if appointed, the Arbitrator, of the parties’ intentions to begin the AMA Procedure.
3. The appointment of the Arbitrator shall be made in accordance with these Rules.

### **Commencement of Mediation**

4. In cases where the dispute is submitted for mediation under the Law Society Mediation Scheme (“LSMS”), the President shall, as soon as practicable after appointment of the Arbitrator, appoint the mediator(s) in accordance with the Law Society Mediation Rules, and notify the Arbitrator of this appointment of the mediator(s).

5. Where the dispute is submitted for mediation other than under the LSMS, the Claimant shall take all necessary steps required to commence mediation under the mediation institution to which parties have agreed that the dispute shall be submitted for mediation (the “Mediation Institution”), within 3 working days of the appointment of the Arbitrator, or within 3 working days from the agreement of the parties to refer their dispute to mediation under this AMA Procedure (whichever is the later). The Claimant shall notify the Arbitrator within 1 working day of the appointment of the mediator(s) by the Mediation Institution. For the avoidance of doubt, ad-hoc mediation is permitted under this AMA Procedure, in which case all references to “Mediation Institution” shall be replaced with “Ad-hoc Mediator(s)”. The term “working day” excludes a Saturday, Sunday or public holiday.
6. The date of appointment of the mediator(s) (“Mediator(s)”) shall be referred to as the the “Mediation Commencement Date”.

### **Stay of Arbitration**

7. The Arbitrator shall, within 4 working days of the Mediation Commencement Date, stay the arbitration pending the outcome of the mediation.
8. The mediation shall be completed within 30 days from the Mediation Commencement Date, unless the parties have agreed in writing to extend the time limit for mediation. Where the parties agree to extend the time limit for mediation, the Claimant shall notify the Arbitrator in writing of their intention to extend the time limit for mediation, up to a maximum of 30 days.
9. At the expiration of the 30-day period or such time limit as agreed in writing to be extended by the parties, or in the event the dispute cannot be settled by mediation either partially or entirely, the Claimant shall, within 2 working days, notify the Arbitrator in writing of the outcome of the mediation (“Notification Date”).
10. In the event that the dispute has not been entirely settled by mediation, upon the Notification Date, the arbitration proceedings in respect of the dispute or any remaining part of the dispute (as the case may be) shall resume in accordance with these Rules.

11. For the purposes of calculating any time period in the arbitration proceedings, the time period will stop running at the date on which the arbitration is stayed and resume upon the Notification Date.

### **Settlement of Dispute**

12. In the event of a settlement of the dispute or any part of the dispute by mediation between the parties, the Claimant shall notify the Arbitrator in writing that a settlement has been reached and the parties shall discontinue the arbitration. If the parties request the Arbitrator to record their settlement in the form of a consent award, the Arbitrator may render a consent award on the terms agreed to by the parties.

### **Notification**

13. Any notice in writing given by the Claimant pursuant to this AMA Procedure shall be copied to the President and the Respondent. For the avoidance of doubt, any notice in writing required to be given by the Claimant may also be given by the Respondent should the Claimant fail to do so, copying the President and the Claimant.

### **Financial Matters**

14. For avoidance of doubt:
  - 14.1 The Claimant shall pay a non-refundable case filing fee upon delivery of the Notice of Arbitration to the Law Society, in accordance with these Rules.
  - 14.2 In cases where the dispute is submitted for mediation under the LSMS, the Claimant and Respondent shall both pay the relevant deposits upon request by the Law Society in accordance with the Law Society Mediation Rules.
  - 14.3 In all other cases, the fees payable by the Claimant and the Respondent will be determined by the Mediation Institution in accordance with the applicable Mediation Rules.



1. A party that wishes to seek emergency interim relief may, at the time of or after the filing of a Notice of Arbitration but prior to the appointment of the Arbitrator, deliver to the Law Society an application for emergency interim relief. The party shall, at the same time as it delivers the application for emergency interim relief to the Law Society of Singapore, send a copy of the application to all other parties.
2. The application for emergency interim relief shall include:
  - 2.1 The nature of the relief sought;
  - 2.2 The reasons why the party is entitled to such relief; and
  - 2.3 A statement certifying that all other parties have been provided with a copy of the application or, if not, an explanation of the steps taken to provide a copy of the application or notification to all other parties.
3. Any application for emergency interim relief shall be accompanied by payment of the non-refundable administration fee of S\$500 (plus applicable GST) and deposit of S\$2,500 towards the Emergency Arbitrator's fees and expenses. The Emergency Arbitrator's fees shall be determined according to the LSAS Scale Fees for arbitrators for the time being in force.
4. The President shall, if he determines that the application for emergency interim relief should proceed, seek to appoint an Emergency Arbitrator within 2 (two) working days after receipt by the Law Society of such application and payment of the administration fee and deposit. Prior to accepting appointment, a prospective Emergency Arbitrator shall disclose to the President any circumstances that may give rise to justifiable doubts as to his impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within one day of the communication to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.
5. An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless otherwise agreed by the parties.
6. The Emergency Arbitrator shall, as soon as possible but, in any event, within two days of his appointment, establish a timetable for consideration of the application for emergency interim relief. It may provide for proceedings by telephone or video conference or on written submissions as alternatives

to a hearing in person. The Emergency Arbitrator shall have the powers vested in the Arbitrator pursuant to these Rules, including the authority to rule on his own jurisdiction, without prejudice to the Arbitrator's determination.

7. The Emergency Arbitrator shall make his interim order or award within 14 days from the date of his appointment unless the President extends the time. The Emergency Arbitrator may modify or vacate the interim order or award for good cause, until the appointment of the Arbitrator.
8. The Emergency Arbitrator shall have no power to act after the Arbitrator is appointed. The Arbitrator may reconsider, modify or vacate any interim order or award issued by the Emergency Arbitrator, including a ruling on his own jurisdiction. The Arbitrator is not bound by the reasons given by the Emergency Arbitrator. Any interim order or award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Arbitrator is not appointed within 90 days of such order or award or when the Arbitrator makes a final award or if the claim is withdrawn.
9. Subject to paragraph 8 herein, the Emergency Arbitrator shall have the power to order or award any interim relief that he deems necessary, and shall deliver brief grounds for his decision in writing.
10. The parties agree that an order or award by an Emergency Arbitrator shall be binding on the parties from the date it is made and undertake to carry out the interim order or award immediately and without delay. The parties also irrevocably waive their rights to any form of appeal, review or recourse to any court in any State or other judicial authority with respect to such award insofar as such waiver may be validly made.
11. Subject to paragraph 8 herein, the Emergency Arbitrator shall have the power to apportion costs of emergency interim relief applications, subject to the power of the Arbitrator to re-allocate and make a final determination as to the apportionment of such costs.
12. In the event that the parties fail to pay the fees of the Emergency Arbitrator when they fall due, the President shall have the discretion to delay the appointment of the Arbitrator until the relevant fees have been paid.

**AGREEMENT FOR AD HOC ARBITRATION  
UNDER THE LAW SOCIETY ARBITRATION SCHEME**

We,

(1) \_\_\_\_\_

and

(2) \_\_\_\_\_

hereby agree that all disputes and differences arising out of or in connection with:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

be determined by arbitration in Singapore in accordance with the LawSoc Arbitration Rules applicable at the commencement of the arbitration.

Dated this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Name:  
Designation:  
For and on behalf of:

\_\_\_\_\_  
Name:  
Designation:  
For and on behalf of:

Witness:

Witness:

**NOTICE OF ARBITRATION  
UNDER THE LAW SOCIETY ARBITRATION SCHEME ('LSAS')**

To fill in this section if Claimant is represented by a solicitor:

We act for [Name of Claimant], and hereby give Notice of Arbitration on behalf of our client to [Name of Respondent] under the above scheme.

To fill in this section if Claimant is self-represented:

I, [Name of Claimant], hereby give Notice of Arbitration to [Name of Respondent] to commence arbitration under the above scheme.

**Parties to the Dispute**

Name of the Claimant: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Claimant's Solicitor (if any): \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_

Name of Respondent: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Respondent's Solicitor (if any): \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_

**Short Statement of Dispute**

[Describe the underlying contract or subject matter that gives rise to the dispute]

**Reference to the agreement by which the dispute is to be arbitrated under LSAS**

[If there is an arbitration clause in the agreement or contract]

To extract paragraph and insert here:

\_\_\_\_\_

[If the agreement or contract is without an arbitration clause]

To attach the completed Agreement for Ad Hoc Arbitration under the LSAS/ correspondence to indicate that the parties have agreed that the dispute is to be arbitrated under the LawSoc Arbitration Rules.

**Names and contact details of 3 arbitrators nominated by the Claimant**

- (1) [Name and contact details of 1st arbitrator]
- (2) [Name and contact details of 2nd arbitrator]
- (3) [Name and contact details of 3rd arbitrator]

\* Note: Please indicate if the names of the above arbitrators are in order of preference.

**A copy of the Arbitration Agreement**

[If there is an arbitration clause in the agreement or contract]  
Please enclose a copy of your Arbitration Agreement.

[If the agreement or contract is without the arbitration clause]  
Please enclose the completed 'Agreement for Ad Hoc Arbitration under the Law Society Arbitration Scheme'.

**A copy of Statement of Case signed by on or behalf of Claimant**

Please enclose a copy of Statement of Case

**Non-refundable commencement fee of \$100 (cheque drawn in favour of the "Law Society of Singapore")**

Dated this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Name of Claimant/Claimant's Solicitor:  
Designation:  
For and on behalf of Claimant:

To:  
(1) Respondent and/or Respondent's Solicitor  
(2) The Law Society of Singapore (39 South Bridge Road, Singapore 058673)

**How does the Pro Bono Arbitration Scheme differ from the original LSAS?**

The Pro Bono Arbitration Scheme applies where the Sum in Dispute is not more than S\$20,000, with the arbitration being conducted on a Documents-Only basis. The usual LawSoc Arbitration Rules will apply to an arbitration conducted under the Pro Bono Arbitration Scheme, save that the sole arbitrator will waive his or her fees for the matter.

The scope of disputes which may be referred to the Pro Bono Arbitration Scheme is the same as that available under the LSAS.

**Why offer arbitration on a pro bono basis?**

The Pro Bono Arbitration Scheme encourages litigants to opt for arbitration via LSAS as their preferred mode of ADR, after proceedings in Court have commenced (see Part 6B of the Handbook for the sample Agreement for Ad Hoc Arbitration and the sample Notice of Arbitration for referral from Court to LSAS).

Additionally, the Pro Bono Arbitration Scheme also encourages disputants to choose arbitration under the LSAS as an alternative to commencing proceedings in Court (see Part 4 of the Handbook for the sample Agreement for Ad Hoc Arbitration and the sample Notice of Arbitration). Therefore, it can be used even when no Court proceedings have commenced.

## **Guidelines on Reference of Disputes to the Law Society Arbitration Scheme (“LSAS”) after Commencement of Proceedings in Court**

1. These Guidelines assist parties who agree to refer the claim or dispute in a pending Court action to arbitration under the LSAS. They are suggestions that parties may adopt for a smooth and cost-efficient transition between Court proceedings and LSAS proceedings.
2. The LawSoc Arbitration Rules (“Rules”) continue to apply, but the procedures prescribed therein may be modified by agreement of the parties to suit their circumstances, bearing in mind the aims of speed and cost-effectiveness. Rule 13 also gives the Arbitrator power to conduct the arbitration as is considered appropriate.
3. Parties who opt to transfer their claim or dispute in Court to LSAS arbitration may consider the ad hoc agreement template in Part 6B of the Handbook.
4. Upon reaching the agreement to arbitrate, the parties should seek directions from the Court on whether the Court action is to be discontinued or stayed. In most cases, the Court action can be discontinued because parties who have agreed to arbitrate cannot unilaterally abandon the arbitration and revert to litigation. In some cases, parties may wish to preserve the Court action for the purpose of avoiding a time bar, but it is also open to parties to agree that the arbitration is deemed commenced on issue of the writ in the Court action for the purpose of any time bar argument.
5. Rule 6 of the Rules applies, but when considering the transfer of the dispute to arbitration, parties may agree that, if pleadings have been filed in the Court action, the pleadings are to stand as parties’ respective Statement of Case, Statement of Defence and Counterclaim and Statement of Reply and Defence to Counterclaim, as the case may be. The disclosure and production of documents may be left to the directions of the Arbitrator to be appointed, unless parties have already addressed and agreed to these as well.
6. Rules 9 and 10 on appointment of arbitrator apply.

7. The Arbitrator should convene a preliminary meeting as soon as possible after his appointment. At the meeting, the Arbitrator and the parties should consider the manner in which the disputes are to be raised, heard and determined in arbitration, including the matters described in Rule 21, without prejudice to the Arbitrator's discretion to call a further meeting or Status Hearing if he deems it appropriate. The following may also be considered at the preliminary meeting:
- (1) Where the sum in dispute is not more than S\$60,000, Rules 19 and 20 shall apply;
  - (2) The Arbitrator may take into account the extent of the proceedings in the Court and whether the pleadings and other documents filed can and should represent the positions of the parties in arbitration;
  - (3) The Arbitrator may consider whether it is more appropriate or efficacious to the arbitration if parties submit fresh Statements of Case, Statements of Defence (and Counterclaim) and Statements of Reply (and Defence to Counterclaim) according to the requirements of Rules 14 to 18; and
  - (4) The Arbitrator should give directions for the further conduct of the arbitration, so as to achieve arbitration in a speedy and cost-effective manner with the objective of obtaining an arbitral award within 120 days from the commencement of the arbitration.



**AGREEMENT FOR AD HOC ARBITRATION  
UNDER THE LAW SOCIETY ARBITRATION SCHEME**

We,

(1) \_\_\_\_\_

and

(2) \_\_\_\_\_

hereby agree that all disputes and differences arising out of or in connection with:

[Describe the underlying contract or subject matter that gives rise to the dispute or the Suit number of the Court action]

be determined by arbitration in Singapore in accordance with the LawSoc Arbitration Rules applicable at the commencement of the arbitration with [Party (1)] as Claimant and [Party (2)] as Respondent.

Please tick the following:

**Arbitrator to be decided:**

By President of the Law Society

By agreement by both parties

**Pleadings to stand:**

Yes

No

**Directions from Court on Court action:**

To be discontinued

To be stayed

**Arbitration deemed to have commenced from date of Writ:**

Yes

No

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Name:  
Designation:  
For and on behalf of:

\_\_\_\_\_  
Name:  
Designation:  
For and on behalf of:

Witness:

Witness:

**NOTICE OF ARBITRATION  
FOR REFERRAL FROM COURT TO LSAS**

IN THE MATTER OF AN ARBITRATION

Between

\_\_\_\_\_  
Claimant

And

\_\_\_\_\_  
Respondent

**The Parties**

1. The Claimant is [name of Claimant] of [mailing address]
2. The Respondent is [name of Respondent] of [mailing address]

**Summary of Disputes**

[Describe the underlying contract or subject matter that gives rise to the dispute.]

**Claimant's Nomination of Arbitrator**

- (1) [Name and professional details of 1st arbitrator]
- (2) [Name and professional details of 2nd arbitrator]
- (3) [Name and professional details of 3rd arbitrator]

\* Note: Please indicate if the names of the above arbitrators are in order of preference.

**Reference to the Agreement by which the Dispute is to be Arbitrated under LSAS**

The parties agree for the dispute to be referred to the Law Society Arbitration Scheme/ Pro Bono Arbitration Scheme for "Documents-Only"/arbitration which involves hearing.

**A Copy of the Arbitration Agreement**

A copy of the completed Agreement for Ad Hoc Arbitration under the Law Society Arbitration Scheme dated \_\_\_\_ day of \_\_\_\_\_ between the Claimant and the Respondent is enclosed.

**A Copy of the Statement of Case**

The dispute is an existing suit in the Subordinate Courts under MC Suit No. \_\_\_\_/\_\_\_\_/\_\_\_\_ and is referred to arbitration under the Presumption of ADR Scheme. Parties have also agreed that existing pleadings are to stand subject to further directions by the appointed arbitrator. Hence, a Comprehensive Statement of Claim would not be necessary.

**Non-refundable Commencement Fee of \$100 (Cheque drawn in favour of “The Law Society of Singapore”)**

Encl.

[Completed Agreement for Ad Hob Arbitration under the Law Society Arbitration Scheme]

Dated this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Name of Claimant/Claimant’s Solicitor:

To:

- (1) Respondent and/or Respondent’s Solicitor
- (2) The Law Society of Singapore (39 South Bridge Road, Singapore 058673)

1. The Arbitrator's fees for sums in dispute (claim plus counterclaim) of not more than \$60,000 shall be no more than 10% of the total sum in dispute, subject to a minimum of \$2,000. Where the arbitration is terminated before the Final Award is published, the Arbitrator shall charge a reduced rate from the aforesaid taking into account the circumstances of the case including the stage when the arbitration is terminated.
2. The Arbitrator's fees (exclusive of GST) for sums in dispute (claim plus counterclaim) of more than \$60,000 shall be that as follows:

2.1

<b>Sums in Dispute (Claim plus Counterclaim)</b>	Above S\$60,000 Up to S\$100,000	Above S\$100,000 Up to S\$200,000	Above S\$200,000 Up to S\$300,000	Above S\$300,000 Up to \$500,000	Over S\$500,000
<b>Fixed Rate Per Day for Substantive Hearing or Part Thereof</b>	S\$2,000 per day (maximum 8 hours each)	S\$2,400 per day (maximum 8 hours each)	S\$2,800 per day (maximum 8 hours each)	S\$3,400 per day (maximum 8 hours each)	S\$4,000 per day (maximum 8 hours each)

- 2.2 For time spent beyond 8 hours per hearing day or on work done outside the substantive hearing, for example, correspondence, dealing with interlocutory matters, status or interlocutory meetings, perusing documents, issuing directions and drawing up the award, the hourly rate applicable is the relevant fixed rate per day in the table divided by 8.

### 2.3 Cancellation Fees

If hearing dates are vacated less than a month before the commencement of the hearing, parties to the arbitration shall pay to the Arbitrator cancellation fees equivalent to 20% of the Arbitrator's fees for the period of the vacated dates, and if hearing dates are vacated at any time during the hearing, parties to the arbitration shall pay to the Arbitrator cancellation fees equivalent to 30% of the Arbitrator's fees for the remaining period set aside and not used.

3. The Arbitrator's fees prescribed above do not include expenses reasonably incurred for the conduct of the arbitration including disbursements for photocopying, telephone calls, facsimile transmissions and incidentals which shall be reimbursed at reasonable rates.

No.	Item	Charges
1.	<b>Non-Refundable Registration Fee</b> (inclusive of GST) (payable upon delivery of notice of arbitration)	\$100
2.	<b>Appointment Fee for Request to President of the Law Society for Appointment of an Arbitrator</b> (inclusive of GST) (payable upon delivery of request for appointment of an arbitrator)	\$200
3.	<b>Meeting Room Rental Charges</b> (inclusive of GST)  One 4 hour session (between the hours from 9am to 5pm) With refreshments (coffee/tea/water and 2 snacks)  For every subsequent hour thereafter  <b>Cancellation Charges:</b>  Less than a month's notice  At any time during the arbitration hearing	\$200    \$60 per hour   20% of the total room rental charges payable.  30% of the total room rental charges payable for the remaining rental period which was not used.
4.	<b>Photocopying Charges</b>	\$0.20 per copy  \$0.40 per copy for colour copy
5.	<b>Multi Media Projector Rental Charges</b>	\$100 per day (up to a maximum of 8 hours)
6.	<b>Charges of Interpreter</b>	Interpreter's fees + Administrative charges of \$20
7.	<b>Charges for Typing and Secretarial Services</b>	\$50 per hour

\* Administrative charges are subject to change without notice by the Law Society. For the latest administrative charges, please refer to the Law Society's website at [www.lawsociety.org.sg](http://www.lawsociety.org.sg).

## Introduction

This Code of Conduct provides guidelines for the observance of the high ethical standards expected of members of the Law Society who act as Arbitrators. It applies to arbitration proceedings conducted under the LawSoc Arbitration Rules.

The Code is drafted and should be read in the spirit of preserving the fairness and integrity of the arbitral process. It does not purport to furnish any new grounds for challenge to the tribunal or the award, nor does it relieve an Arbitrator from any of his duties under the applicable curial law or arbitral rules.

## Acceptance of Appointment

1. An Arbitrator shall accept an appointment only if fully satisfied that he is:
  - (a) Independent of each of the parties and can serve impartially;
  - (b) Competent to serve as Arbitrator and determine the matter in dispute; and
  - (c) Able to give the arbitration the time and attention which the parties are reasonably entitled to expect.

## Fairness and Impartiality

2. An Arbitrator has an overriding and continuing duty to act fairly and impartially throughout all stages of the arbitration.
3. When approached for a possible appointment, the Arbitrator shall make reasonable enquiries to satisfy himself on the identities of the parties, their representatives and the subject matter of the dispute.
4. An Arbitrator has an ongoing duty to disclose:
  - (a) Any interest or relationship, whether business, professional or personal, with any party, representative of the party or potential witness, that might give rise to a reasonable perception of partiality or bias;
  - (b) The extent of any prior knowledge he may have of the dispute; and
  - (c) Any other circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

5. An Arbitrator shall not permit outside pressure, fear of criticism or any form of self-interest to affect his decision. He shall not, after his appointment and while serving as arbitrator, enter into any relationship or acquire any interest, gift or benefit that might give rise to justifiable doubts as to his impartiality or independence. This prohibition extends to a reasonable period after the rendering of an award, to avoid circumstances that might reasonably create the impression that the award was influenced by an anticipated relationship or benefit.

### **Conduct of Proceedings**

6. An Arbitrator shall proceed diligently with the arbitration in a fair and efficient manner. The parties shall be treated with equality and each party shall be allowed a reasonable opportunity to present its case. At the same time, the Arbitrator shall be mindful of the need to prevent delaying tactics, abuse or disruption of the arbitral process.
7. In communications, an Arbitrator shall avoid impropriety or the appearance of impropriety. There shall be no private communications between the Arbitrator and one party, its representative or witness, regarding substantive issues. Unless otherwise agreed, communications shall be in writing, save for communications at hearings or meetings.

### **Confidentiality**

8. An Arbitrator is in a relationship of trust to the parties and shall not, at any time, use confidential information acquired during the arbitration proceedings to gain personal advantage or advantage for others, or to adversely affect the interest of another.
9. The Arbitrator shall keep confidential all matters relating to the arbitration proceedings and decision, save where disclosure is permitted by law or agreement of the parties.

### **Award**

10. An Arbitrator shall carefully deliberate and decide all issues submitted for determination, and render his award in a timely fashion.

### **Fees and Expenses**

11. An Arbitrator's fees and expenses must be reasonable taking into account all the circumstances of the case. An Arbitrator shall disclose and explain the basis of fees and expenses to the parties.

### **Publicity**

12. An Arbitrator may publicise his expertise and experience but shall not actively solicit appointment as arbitrator. An Arbitrator who is an advocate and solicitor shall continue to observe the Legal Profession (Professional Conduct) Rules.



IN THE MATTER OF AN ARBITRATION BETWEEN

\_\_\_\_\_ Claimant

And

\_\_\_\_\_ Respondent

NOTICE OF ARBITRATION DATED \_\_\_\_\_

I, \_\_\_\_\_, Passport/NRIC No. \_\_\_\_\_ do hereby accept my appointment as Arbitrator and declare that:

1. I can and will serve impartially. I am independent of each of the parties and have no direct or indirect financial or personal interest in the outcome of the arbitration.
2. I will observe the Law Society of Singapore's Code of Conduct for Arbitrators.
3. I disclose the following facts, which might give rise to justifiable doubts as to my impartiality or independence, although I believe that I will not be influenced by them in the performance of my duties as Arbitrator –

[Outline facts, or attach separate sheet as necessary.]

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

\_\_\_\_\_  
Signature:

cc: Representation and Law Reform Department  
The Law Society of Singapore  
39 South Bridge Road  
Singapore 058673

The LawSoc Arbitration Rules provide for a sole Arbitrator to be appointed by agreement of the parties within 7 days from the commencement of the arbitration. If parties are unable to agree, an Arbitrator can be appointed by the President of the Law Society. The President will choose from a Panel of experienced lawyers, who have satisfied various criteria before their admittance to the panel.

Please choose from the LSAS Panel of Arbitrators list if you are referring your disputes to the LSAS. The list can be found in the link below.



[http://www.lawsociety.org.sg/Portals/0/ResourceCentre/ArbitrationScheme/pdf/LSAS\\_List\\_of\\_Panel\\_of\\_Arbitrators.pdf](http://www.lawsociety.org.sg/Portals/0/ResourceCentre/ArbitrationScheme/pdf/LSAS_List_of_Panel_of_Arbitrators.pdf)

Please choose from the List of Arbitrators under the Pro Bono Arbitration Scheme if you are referring your disputes to Pro Bono Arbitration. Refer to the link below for the list of LSAS Arbitrators on Pro Bono Arbitration Scheme.



<http://www.lawsociety.org.sg/Portals/0/ResourceCentre/ArbitrationScheme/pdf/Pro%20Bono%20Arbitration%20Scheme%20under%20LSAS%20-%20List%20of%20Arbitrators.pdf>

## ***General/Overview***

- 1. What is the difference between arbitration under the LSAS and going to Court to resolve my dispute?**
  - A.** Arbitration is a private process where parties agree to resolve their disputes by choosing an Arbitrator to decide on the dispute. The main differences between the LSAS arbitration and litigation in Court are:
    - (a) Generally, Court disputes are open to public scrutiny whereas arbitrations are private and confidential.
    - (b) In arbitration, the parties have an opportunity to agree on their Arbitrator whereas in Court litigation, a Judge is appointed to the case.
    - (c) The LSAS aims to be more cost effective for small disputes than litigation.
    - (d) The LSAS aims to resolve disputes more quickly than litigation.
  
- 2. What is the difference between arbitration under the LSAS and arbitration through other arbitral institutes?**
  - A.** Arbitral institutes actively administer arbitrations. Arbitral institutes typically require the filing of all documents in the arbitration, such as notices of arbitration, case statements and witness statements. The institutes manage the progress of the arbitration proceedings and are involved in the collection of deposits for costs as well as the issue of the award. Arbitral institutes normally charge a fee for these services that they render. The LSAS is structured to allow parties the freedom to arbitrate without the involvement of any arbitral organisations. Under the LSAS, the Law Society only assists in the arbitration by appointing the tribunal if the parties cannot agree. The Law Society will also offer facilities for the conduct of the arbitration, subject to availability. The administrative charges of the Law Society are set out in Part 7B of the Handbook.
  
- 3. What type of disputes can the LSAS apply to?**
  - A.** The LSAS can be applied to all kinds of civil disputes, although the streamlined procedure is designed to expedite resolution of less complex claims. Besides the traditional areas of arbitration such as construction and commercial disputes, the LSAS can be used to arbitrate disputes in the areas of employment, tenancy, renovation works, media, entertainment and travel amongst others.

- 4. Is there any monetary limit to a dispute before the LSAS can apply?**
- A. No. There is no minimum or maximum dispute amount before the LSAS can apply.
- 5. Are the proceedings confidential?**
- A. Yes.
- 6. What are the advantages of using the LSAS?**
- A. The simplicity of procedure in the rules for arbitration makes it convenient for parties to submit themselves to the LSAS. Parties, having party autonomy, can choose their own Arbitrators. The LSAS is designed for quick resolution of disputes between parties, thus saving costs. Also, the Law Society provides facilities for the conduct of the arbitration, subject to availability. The administrative charges of the Law Society are set out in Part 7B of the Handbook.
- 7. Is there a right of appeal from the decision of the Arbitrator under the LSAS?**
- A. The right of appeal is governed by the general arbitration laws of Singapore. For arbitration under the domestic regime, a party can appeal to the High Court against an award on points of law, with the agreement of all the other parties or with the permission of the Court, provided that there has not been an agreement by the parties to exclude appeals to the High Court. There is no right of appeal where the arbitration is under the international regime.
- 8. Does the LSAS arbitration hear International civil disputes?**
- A. Yes. The scope of the LSAS can extend to International civil disputes although there is no right of appeal where the arbitration is under the International regime.

- 9. Is an organisation required to appoint legal practitioners to represent them?**
- A. No. A party is free to decide whether it requires representation.
- 10. What is the maximum number of Arbitrators that can be appointed under the LSAS for a dispute?**
- A. One (1) as the LSAS only contemplates a sole Arbitrator.
- 11. How do I differentiate between Pro Bono Arbitration Scheme and LSAS?**
- A. Pro Bono Arbitration Scheme is applicable under the LSAS only for disputes of up to \$20,000 with arbitrations to be conducted on a Documents-Only basis, while other arbitrations under the LSAS can be conducted on Documents-Only basis if parties so agree or if the Sum in Dispute is not more than S\$60,000 or involve substantive hearings. The difference is that the Arbitrator's fees will be waived under Pro Bono Arbitration Scheme.

### ***Referral of Disputes***

- 12. Can I refer my dispute to the LSAS if there is no LSAS arbitration clause in my contract?**
- A. Yes, you can, provided that the party you are in dispute with also agrees to resolve the dispute through arbitration under the LSAS by completing the Agreement for Ad Hoc Arbitration under LSAS. A sample of this agreement can be found at Part 4 of the Handbook. You and the opposing party need to sign an agreement to use the LawSoc Arbitration Rules to resolve the dispute at hand. This agreement can be entered into even after the dispute has arisen.

**13. What is the Arbitration Clause that can be inserted into my contract should I desire to arbitrate under LSAS?**

- A.** The following Arbitration Clause which can be found on the Law Society’s website at [www.lawsociety.org.sg](http://www.lawsociety.org.sg) may be inserted into your contract:

“Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be determined by arbitration in Singapore in accordance with the LawSoc Arbitration Rules applicable at the commencement of the arbitration.”

**14. Can I refer claim or dispute to LSAS after commencement of Court proceedings?**

- A.** Yes, you can. Both parties must agree to arbitrate under the LSAS and they may do so by completing the Agreement for Ad Hoc Arbitration. The Agreement for Ad Hoc arbitration can be found at Part 6B of the Handbook and on the Law Society’s website at [www.lawsociety.org.sg](http://www.lawsociety.org.sg).

**15. What happens if parties settle the disputes in the midst of arbitration?**

- A.** LSAS does not require the proceedings to continue if parties settle the dispute.

***Appointment of Arbitrator***

**16. Can I choose and appoint my own Arbitrator without going through Law Society?**

- A.** Yes, you can. If both parties (Claimant and Respondent) are able to agree on a sole Arbitrator within 7 days from the commencement of arbitration, you may write directly to the “agreed” arbitrator to inform of his/her appointment enclosing the Declaration of Impartiality and Independence. The “agreed” Arbitrator would then submit a copy of the duly completed Declaration of Impartiality and Independence to the Law Society. The Declaration of Impartiality and Independence to the Law Society can be found at Part 8B of the Handbook.

**17. What should I do if we cannot agree upon a sole Arbitrator?**

- A. The Claimant shall within 7 days thereafter the commencement of the arbitration notify and refer the appointment of an Arbitrator to the President of the Law Society in writing. The President shall within 21 days from such notification appoint an Arbitrator and inform parties of the appointed Arbitrator. This request shall be accompanied by a cheque as the appointment fee.

***Process/Procedure*****18. What must I do to commence arbitration proceedings under the LSAS?**

- A. You should comply with the terms in your arbitration agreement if the arbitration agreement provides for a procedure for the commencement of arbitration. If there are no terms governing the procedure for commencement of arbitration, you should consult your lawyer on the procedure to be followed. Typically this would involve the notification to the other party of your intention to submit your dispute to arbitration i.e. the Notice of Arbitration. A nominal fee will be payable to the Law Society on the filing of the Notice of Arbitration.

**19. Is there a panel of Arbitrators for the LSAS?**

- A. Yes, there is a panel of Arbitrators for the LSAS. The panel is made up of experienced lawyers practising in various areas of law. The list of the LSAS panel of Arbitrators can be found on the Law Society's website at [www.lawsociety.org.sg](http://www.lawsociety.org.sg).

**20. Are parties restricted to Arbitrators from the LSAS panel of Arbitrators for an arbitration under the LawSoc Arbitration Rules?**

- A. No, parties are not restricted to appointing Arbitrators only from the LSAS panel of Arbitrators. Parties are free to agree on their own Arbitrator, and still arbitrate under the LawSoc Arbitration Rules. However, if parties are unable to agree on the choice of Arbitrator, an Arbitrator will be appointed by the President of the Law Society from the LSAS panel of Arbitrators. A nominal fee is payable to the Law Society on the request for appointment of the Arbitrators.

**21. How much will it cost to arbitrate under the LSAS?**

- A. Arbitrators' fees are fixed according to a scale prescribed by the Law Society. The current LSAS Scale Fees can be found at Part 7A of the Handbook. For the latest LSAS Scale Fees, please refer to the Law Society's website at [www.lawsociety.org.sg](http://www.lawsociety.org.sg). It is advisable that parties agree with the Arbitrator at the outset on the categorisation of the dispute.

**22. What is the procedure for referring disputes from Court to LSAS?**

- A. The Claimant may upon mutual agreement with the Respondent sign the Agreement for Ad Hoc Arbitration and forward with a copy of the Notice of Arbitration to the Respondent and the Law Society of Singapore. A sample Notice of Arbitration for disputes referred from Court to LSAS can be found at Part 6B of the Handbook. Parties may agree to have pleadings filed stand as Statement of Case, Statement of Defence and Counterclaim and Statement of Reply and Defence to Counterclaim as the case may be. Both parties involved would then agree on a sole Arbitrator within 7 days from the commencement of arbitration. If the parties are unable to agree on an Arbitrator, the Claimant may refer the appointment to the President of Law Society. The appointed Arbitrator would then convene a preliminary meeting after his/her appointment and consider the manner in which the disputes are to be raised, heard and determined. An arbitral award is expected to be obtained within 120 days from the commencement of arbitration.

***Arbitral Award*****23. Approximately how long will an arbitration take under the LSAS?**

- A. Under the LSAS, parties can expect to have the arbitration heard and an award published in 120 days (subject to adjustments by the Arbitrator) from the commencement of arbitration. Alternatively, parties who conduct the dispute on a "Documents-Only" basis can expect to have the award published within a shorter period of time.



**24. Can the period of time required to resolve a dispute be shortened by agreement between parties under the LSAS?**

- A.** Parties may shorten the time period required to resolve the dispute under the LSAS where they consider it appropriate to do so. Parties should take into account contingencies, including that timelines may be subject to directions from the Tribunal and may be extended upon application to the Tribunal by either party. Failure to do so may inadvertently result in an arbitration that expires prematurely.

**25. Are decisions of an Arbitrator under the LSAS binding on the parties?**

- A.** Yes, an award made by an Arbitrator is binding on the parties.

***For Arbitrators***

**26. How does one become a member of the LSAS panel of Arbitrators?**

- A.** The Law Society has a set of criteria for selection to the LSAS panel of Arbitrators. For the criteria and application form, please contact:

Representation and Law Reform Department  
The Law Society of Singapore  
39 South Bridge Road  
Singapore 058673  
Tel: +65 6538 2500  
Fax: +65 6533 5700  
Email: [represent@lawsoc.org.sg](mailto:represent@lawsoc.org.sg)

**27. Can non-Law Society members become members of the panel of Arbitrators of the LSAS?**

- A.** Only members of the Law Society of Singapore will be considered for selection to the LSAS panel of Arbitrators.

The Law Society of Singapore

39 South Bridge Road  
Singapore 058673

Tel: +65 6538 2500

Fax: +65 6533 5700

Website: [www.lawsociety.org.sg](http://www.lawsociety.org.sg)