

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 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.

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.

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. 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

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.