

**BRUNEI DARUSSALAM ARBITRATION CENTRE**
**MEDIATION RULES 2025**
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**Rule 1: Application**

- 1.1. These Mediation Rules (“Rules”) shall govern any mediation process administered and conducted by the Brunei Darussalam Arbitration Centre (“BDAC”). Any reference to a “Rule” shall refer to any provisions under these Rules.
- 1.2. The annexes to these Rules and any other external documents declared by BDAC to be an extension of the Rules shall form part of the Rules.
- 1.3. These Rules shall not apply to mediation cases which have been commenced prior to the date of the enforcement of these Rules.

**Rule 2: Interpretation**

- 2.1. In these Rules: -

“**Case Summary**” refers to the document by the parties briefly stating its case in relation to the dispute which is to be exchanged before the Mediation Date, as referred to in Rule 8.

“**Date of Filing**” refers to the date on which BDAC acknowledges the receipt of the payment of filing fee by the requesting party. If the receipt of the said payment falls under a non-business day, the *Date of Filing* will fall on the next business day.

“**Day(s)**” refers to business days of BDAC, which are from Monday to Thursday and Saturday (excluding public holidays) from 7.45am to 4.30pm, unless otherwise stated.

“**International Mediator**” refers to any mediator that is categorised under the ‘International’ heading of the panel of mediators at BDAC’s website.

“**Mediation Date**” refers to the date fixed to conduct the Mediation Session; if more than one date is fixed for the Mediation Session, the *Mediation Date* shall refer to the earliest date fixed.

“**Mediation Process**” refers to the process from the Date of Filing to the termination or settlement of a Mediation Session, or earlier, according to the context required.

“**Mediation Session**” refers to any session that takes place on any day between Monday to Thursday and Saturday between 9.00am to 5.00pm. Any session that continues beyond 9.00am to 5.00pm on these days will also be referred to “*Mediation Session*”.

“**Mediator**” refers to one or more mediators appointed in any mediation process.

“**Non-business days**” refers to any day that does not fall under “*Day(s)*” or any day that is declared as an official holiday.

“**Pre-Mediation Conference**” refers to the meeting conducted between the Mediator and the parties before the Mediation Session. Refer to Rule 9.2.

“**Private information**” refers to any confidential information to be shared with the Mediator only for the purposes of mediation in addition to the case summary, as referred to in Rule 8.2.

“**Post Filing Consultation**” refers to the process referred to in **ANNEX B**.

“**Requesting Party**” refers to the party to a dispute who initiated the mediation process by submitting the request for mediation.

“**Urgent Mediation**” refers to any mediation case which is determined to be conducted within 5 days from the Date of Filing.

- 2.2. Any time limit prescribed under these Rules may be extended by BDAC either on its own accord or by request from the parties.
- 2.3. Any question as to the interpretation of the Rules shall be determined by BDAC and the determination shall be final.
- 2.4. Where there is inconsistency or ambiguity with regards to the provisions in these Rules, BDAC shall decide on the matter and it shall be final.
- 2.5. The interpretation of the Rules may be subject to change from time to time by BDAC without prior notice.
- 2.6. BDAC reserves the right to amend and/or vary these Rules at any time without prior notification.

### **Rule 3: Request for Mediation**

- 3.1. Any party to a dispute may submit a request for mediation form found in **ANNEX A** to these Rules and a copy of the request shall be sent to all other parties.
- 3.2. The request for mediation shall include sufficient information on the details of all parties involved, the nature of the dispute, an estimated quantum of the claim and counterclaim (if any), and whether all parties have agreed to mediation.
- 3.3. If the request is pursuant to the agreement of the parties, then BDAC shall proceed to appoint the mediator in the manner provided under Rule 5.
- 3.4. Where not all the parties to the dispute have agreed for mediation, BDAC will:
  - i. Within fourteen (14) days from the Date of Filing, invite the remaining parties to participate in the mediation;
  - ii. If there is no response from the remaining parties, invite the all parties to attend a Post-Filing Consultation (refer to **ANNEX B**);
  - iii. Within twenty-eight (28) days from the Date of Filing inform all parties whether the mediation can proceed, subject to Rule 2.2 above.
- 3.5. Where there are more than two parties to a dispute and where one or more of the party(ies) to the dispute have not agreed to the mediation, the remaining parties may agree in writing to proceed with mediation in the absence of that other party(ies).
- 3.6. Where a mediation is determined to be an urgent mediation, BDAC may prescribe specific rules and timelines.
- 3.7. For avoidance of doubt, BDAC may terminate or suspend the mediation process if agreement of the parties is not achieved within the timeframe stated.

**Rule 4: Roles of BDAC, Mediator and Parties****4.1. BDAC will make the necessary arrangements for the mediation including:**

- i. providing case management services;
- ii. assisting in drawing up the Agreement to Mediate;
- iii. appointment of the Mediator;
- iv. organising a venue and assigning a date for mediation;
- v. organising the exchange of case summaries and documents;
- vi. providing general administrative support and secretarial services.

**4.2. Mediator will:**

- i. prepare themselves appropriately before the commencement of the mediation;
- ii. abide by the terms of the Agreement to Mediate and the Code of Conduct in **ANNEX C** and **ANNEX D** respectively;
- iii. assist the parties in drawing up of any written settlement agreement;
- iv. in general, facilitate negotiations between the parties and steer the direction of the discussion with the aim of finding a mutually acceptable solution;
- v. refrain from making any ruling or finding with respect to the dispute;
- vi. undertake to not act for any of the parties at any time in connection with the subject matter of the mediation; and
- vii. determine steps to be taken during the Mediation Session after consultation with the parties. The parties will be deemed, upon signing the Agreement to Mediate, to have accepted and will be bound by the Rules.

**4.3. Parties & Representation**

- i. Generally, parties who are individual persons or unincorporated entities should attend the mediation in person. Parties who are companies or incorporated entities may appoint duly authorised representatives to attend the mediation in the manner set out in Rule 4.3(iii) below.
- ii. Where any party appoints a representative(s), each party shall ensure that it is represented at the mediation by a person who is duly authorised to enter into a binding and enforceable settlement agreement on behalf of that party in respect to the dispute to which the mediation relates.
- iii. Any party who wishes to appoint and/or bring any representative including a legal representative must inform BDAC within five (5) days before the Mediation Date.



- 4.4. For avoidance of doubt, BDAC and the Mediator are not agents of, or acting in any capacity for, any of the parties.
- 4.5. For avoidance of doubt, the mediator is not an agent of BDAC.

**Rule 5: Appointment of Mediator**

- 5.1. The parties shall have the discretion to appoint any mediator from the BDAC Panel of Mediators. If the parties are unable to agree, BDAC shall appoint the Mediator.
- 5.2. The parties and/or BDAC may appoint more than one mediator.
- 5.3. The parties may indicate, as soon as practicable, any preferred criteria of the mediator to be appointed.
- 5.4. The Mediator shall be appointed within 45 days after the Date of Filing.
- 5.5. Notwithstanding Rule 5.4 above, BDAC may extend the time limit for which the appointment should be made.
- 5.6. Where an International Mediator is appointed, in addition to the mediation fees, the costs of travel, accommodation and any other reasonable expenses incurred by the Mediator shall be borne equally by the parties.
- 5.7. Any prospective Mediator shall, before the confirmation of appointment, provide a signed declaration of :-
  - i. his/her acceptance of the Rules,
  - ii. his/her availability to act as a mediator,
  - iii. his/her impartiality and independence, and
  - iv. his/her undertaking to immediately disclose any known actual or potential conflict of interest which could raise questions as to his/her impartiality and independence.
- 5.8. Notwithstanding Rule 5.7 above, the parties may agree in writing to proceed with mediation despite the disclosure of any known actual or potential conflict in relation to the Mediator in question.

**Rule 6: Objection and Replacement of Mediator**

- 6.1. Any party may submit a notice of objection against the appointed Mediator within five (5) days after the question of impartiality or independence is disclosed.
- 6.2. BDAC may inquire into an objection against a Mediator appointment (if any), revoke the appointment of the Mediator or appoint another Mediator at any time in the course of a mediation process.
- 6.3. Where the circumstances require for the replacement of a Mediator, BDAC shall appoint another Mediator within five (5) days after said circumstance.

**Rule 7: Agreement to Mediate**

- 7.1. Within seven (7) days after the appointment of the Mediator, BDAC, the Mediator and the parties shall enter into an Agreement to Mediate as set out in **ANNEX C**.
- 7.2. For avoidance of doubt, the Mediation Agreement may take the form of an electronic record, may be signed by electronic signatures and may be signed in counterparts.

**Rule 8: Exchange of Documents**

- 8.1. At least ten (10) days before the Mediation Date, each party shall provide to the Mediator, the other party(ies) and BDAC the following: -
  - i. a concise summary ("*case summary*") stating its case; and
  - ii. copies of all documents referred to in the case summary on which the party(ies) wishes to rely in the mediation.
- 8.2. Any party may also convey to the Mediator information ("*private information*") which it does not want to disclose to the other party(ies). This private information shall be in writing and identified as being private information, and shall be provided together with the documents in Rule 8.1 above.
- 8.3. The parties may agree to the maximum number of pages for each document set out in Rule 8.1 above. The parties may also agree on a joint set of documents.
- 8.4. Where the documents set out in Rule 8.1 are submitted in the form of an electronic record, they must not exceed 10MB in file size each.

**Rule 9: Conduct of Mediation**

- 9.1. The mediation may be conducted in a physical setting, virtual setting or a combination or both. Where the parties and the Mediator agree to use a virtual means for the mediation, it shall be subject to the Guidelines issued by BDAC. For avoidance of doubt, the fees applicable to virtual mediation shall still follow the Fee Schedule in **ANNEX E**.
- 9.2. The parties and the Mediator shall conduct a Pre-Mediation Conference on any day prior to the Mediation Session.
- 9.3. Where any party(ies) or the Mediator require an interpreter or any other assistance for the mediation:
  - i. it must be notified to BDAC at least seven (7) days before the date of mediation; and
  - ii. any expenses incurred for the purpose of obtaining an interpreter or any other assistance shall be borne by the party requesting such the interpreter or any other assistance.
- 9.4. The mediation will be conducted in confidence, and no transcript or formal record will be made. No audio or visual recording will be made during the course of the

mediation proceedings. Only the Mediator, the parties, their authorised representatives and/or advisors will be permitted to be present in the mediation proceedings unless otherwise agreed by the parties, the Mediator and BDAC.

- 9.5. All communications made in the mediation, including information disclosed and views expressed, are made on a strictly 'without prejudice' basis and shall not be used in any other legal proceedings.
- 9.6. The Mediator may conduct the mediation proceedings in any manner they see fit. The Mediator may conduct joint meetings with all parties or separate meetings with each of the parties, whether before or after the mediation.

**Rule 10: Settlement Agreement**

- 10.1. No settlement reached in the mediation will be binding until it has been reduced to writing and signed by or on behalf of the parties.
- 10.2. Where any settlement agreement has been reached, the mediator shall promptly notify BDAC of the same.
- 10.3. For avoidance of doubt, the settlement agreement may take the form of an electronic record, may be signed by electronic signature and may be signed in counterparts.
- 10.4. The Mediator may assist the parties in drawing up the settlement agreement, but the Mediator bears no responsibility and shall incur no liability for doing (or omitting) so. The parties are responsible to seek independent legal advice to ensure the efficacy and enforceability of the settlement agreement.

**Rule 11: Termination and Suspension**

- 11.1. The mediation commenced pursuant to the Rules shall terminate or be suspended upon:
- i. a party withdrawing from or cancelling the mediation, and the mediation cannot proceed;
  - ii. a written settlement agreement being concluded;
  - iii. the Mediator deciding that continued mediation is unlikely to result in a settlement;
  - iv. the Mediator recusing themselves for any reasons stated in the Code of Conduct;
  - v. no agreement between parties to mediate;
  - vi. BDAC giving a written notice to the parties that any payment by one or more parties pursuant to the Rules has not been made for more than the required due date for payment.
- 11.2. Any party may withdraw from the mediation at any time by giving a written notice to BDAC, the Mediator and the other party(ies). For avoidance of doubt, where any

withdrawal by any party(ies) from the mediation which would result in the mediation not able to be conducted, BDAC has the discretion to treat it as a cancellation, postponement or it may terminate or suspend the mediation.

11.3. For avoidance of doubt, the termination or suspension shall take effect on the date BDAC issues the written notice of termination or suspension to the parties and the Mediator.

11.4. Where the mediation is suspended: -

- i. the party(ies) may agree to reopen the mediation within six (6) months after the notice of suspension, provided that the dispute relates to the same subject matter, party(ies), circumstance, and that there is no substantial variance to the dispute; and
- ii. if the mediation is reopened as per Rule 11.4(i), the filing fee may not be chargeable to the party(ies) who have paid for the fee previously.

## **Rule 12: Postponement**

12.1. If a written notice of postponement of the mediation is received by BDAC:

- i. more than five (5) days before the Mediation Date, the mediation shall immediately be fixed on another date. If BDAC is unable to fix another date for the mediation within 45 days from the original Mediation Date, BDAC shall be entitled (but not obliged) to treat the mediation as having been cancelled by the parties without any fees;
- ii. within less than five (5) days before the Mediation Date, the mediation shall immediately be fixed on another date. If BDAC is unable to fix another date for the mediation within 45 days from the original Mediation Date, BDAC shall be entitled (but not obliged) to treat the mediation as having been cancelled by the parties, and to impose a postponement fee in an amount equal to 50% of the total mediation fee.
- iii. within 24 hours before the Mediation Date, the mediation shall immediately be fixed on another date. If BDAC is unable to fix another date for the mediation within 45 days from the original Mediation Date, BDAC shall be entitled (but not obliged) to treat the mediation as having been cancelled by the parties, and to impose a postponement fee in an amount equal to 100% of the total mediation fee.

12.2. If the original Mediation Date has already been postponed twice or more times and the written notice received by BDAC is for the postponement of the mediation, BDAC shall be entitled to treat the Mediation as having been cancelled by the parties, in which event each party shall pay a cancellation fee as directed by BDAC.

12.3. If the mediation cannot be conducted by BDAC due to any reasons, BDAC will reschedule the mediation to another date in consultation with the parties and the Mediator. The parties agree that BDAC and any Mediator shall not be liable for the inability of conducting the mediation.



**Rule 13: Cancellation**

13.1. If a written notice of cancellation of the mediation is received by BDAC:

- i. more than four (4) days before the mediation date, the mediation shall be cancelled.
- ii. within less than four (4) days before the mediation date, the mediation shall be cancelled, and BDAC but each party shall pay a cancellation fee equal to 50% of the total mediation fee.
- iii. within less than 24 hours before the mediation date, the mediation shall be cancelled, but each party shall pay a cancellation fee equal to 100% of the total mediation fee.

13.2. If no notification of any postponement or cancellation has been given by the parties on or before the mediation date, but the mediation cannot proceed on that date by reason of the absence of any party, BDAC has a discretion to treat it as a cancellation by the parties, and in which event each party shall pay a cancellation fee in an amount equal to 100% of the mediation fee.

13.3. If the mediation cannot be conducted by BDAC due to any reasons, BDAC will reschedule the mediation to another date in consultation with the parties and the Mediator. The parties agree that BDAC and any Mediator shall not be liable for the inability of conducting the mediation.

**Rule 14: Stay of Proceedings**

14.1. Unless the parties otherwise agree, the mediation will not prevent the commencement of any suit or arbitration; nor will it act as a stay of such proceedings.

**Rule 15: Confidentiality**

15.1. All persons involved in the mediation will keep confidential and not use for any collateral or ulterior purpose:

- i. the fact that mediation is to take place or has taken place;
- ii. any views expressed, or suggestions or proposals for settlement made by another party(ies) in the course of the mediation;
- iii. proposals suggested or views expressed by the Mediator;
- iv. the fact that another party(ies) had or had not been willing to accept a proposal for settlement during the mediation;
- v. all information (oral or in writing) produced for or arising in relation to the mediation, including any settlement agreement, except as directly necessary to implement or enforce any such settlement agreement.

15.2. All documents (including anything stored electronically) or any other information produced for, or arising in relation to, the mediation will be privileged, and will not be

admissible as evidence or discoverable in any proceedings connected with the dispute unless such documents would have in any event been admissible or discoverable.

- 15.3. The parties will not call the Mediator or BDAC (and any of its employee, officer, or representative) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.

**Rule 16: Fees**

- 16.1. The fees for the mediation processes shall follow the Fees Schedule in **ANNEX E** to these Rules, unless otherwise stated.
- 16.2. Subject to Rule 16.1 above, any filing fee in relation to any request for mediation is non-refundable.
- 16.3. The total mediation fee payable to BDAC shall be borne by the parties in equal proportions, unless otherwise stated.
- 16.4. BDAC may require deposits to be payable from time to time during the course of the mediation process.
- 16.5. All payments must be made within fourteen (14) days after the request for payment, unless otherwise stated.
- 16.6. BDAC reserves the right to postpone, suspend or terminate a mediation process by reason of any payments not being made.
- 16.7. Each party will bear its own costs, expenses of its participation and the fees of its representatives and advisors in the mediation.

**Rule 17: Waiver of Liability**

- 17.1. The Mediator will not be liable to the parties for an act or omission in connection with the mediation and services provided by him, unless the act or omission is fraudulent or involves negligence or misconduct.
- 17.2. BDAC will not be liable to the parties for an act or omission in connection with the services provided by the Mediator or in relation to the mediation.
- 17.3. The parties will not make any claim against the Mediator and/or BDAC, its employees, officers or representatives for any matter in connection with or in relation to:
- i. the mediation;
  - ii. the services provided by the Mediator and/or the BDAC; and/or
  - iii. the dispute between the parties.

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**BRUNEI DARUSSALAM ARBITRATION CENTRE  
MEDIATION RULES**

**REQUEST FOR MEDIATION**

Level 8, Block 2D, Ong Sum Ping Condominium,  
Simpang 156, Jalan Kumbang Pasang, BA1311  
Brunei Darussalam

Tel: (673) 2703300    Email: legal@bdac.com.bn    Website: www.bdac.com.bn

**REQUEST FOR MEDIATION**

By submitting this form, the Applicant(s) and the Respondent(s) hereby agree to abide by the BDAC Mediation Rules ("Rules").

Have all the parties agreed to mediate this matter?

- ☐ Yes (the Respondent(s) must provide their signatures on the last page of this form).  
☐ No

Did you attend a case evaluation session at BDAC?

- ☐ Yes    ☐ No

Remarks:

**PLEASE READ**

1. This Request will be copied to all relevant parties when submitted to BDAC.
2. A non-refundable filing fee shall be payable within three (3) days after BDAC acknowledges receipt of this Request pursuant to Rule 16.2 of the Rules.
3. BDAC will only process the Request upon full payment of the filing fees.

**DETAILS OF OTHER PROCEEDINGS (if any)**

Has this dispute been initiated in other proceedings?

- ☐ Court    ☐ Others: \_\_\_\_\_  
☐ Arbitration  
☐ None

Suit Number *or*  
Case Number (if applicable)

Please state the date by which the mediation must be completed (if any)?

| <b>DETAILS OF APPLICANT(S)</b>                                                                                                                                                                           |                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <i>Where there are more than 2 parties or law firms, please provide their details in a separate attachment.</i>                                                                                          |                                                                                                                       |
| If other proceedings have started, please tick the applicable box:<br><input type="checkbox"/> Plaintiff / Claimant <input type="checkbox"/> Defendant / Respondent <input type="checkbox"/> Third Party |                                                                                                                       |
| <b>Applicant(s) Contact Particulars</b>                                                                                                                                                                  |                                                                                                                       |
| Salutation (if applicable):                                                                                                                                                                              | <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others: |
| Name of individual(s) or organisation(s):                                                                                                                                                                |                                                                                                                       |
| Address:<br>(if not legally represented)                                                                                                                                                                 |                                                                                                                       |
| Contact Number:<br>(if not legally represented)                                                                                                                                                          | Tel:<br>Fax:                                                                                                          |
| Email Address:<br>(if not legally represented)                                                                                                                                                           |                                                                                                                       |
| <b>Contact Particulars of Legal Representatives (if any)</b>                                                                                                                                             |                                                                                                                       |
| Salutation (if applicable):                                                                                                                                                                              | <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others: |
| Name:                                                                                                                                                                                                    |                                                                                                                       |
| Law firm:                                                                                                                                                                                                |                                                                                                                       |
| Address:                                                                                                                                                                                                 |                                                                                                                       |
| Contact Number:                                                                                                                                                                                          | Tel:<br>Fax:                                                                                                          |
| Email Address:                                                                                                                                                                                           |                                                                                                                       |
| Reference Number:                                                                                                                                                                                        |                                                                                                                       |

| <b>DETAILS OF RESPONDENT(S)</b>                                                                                                                                                                          |                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <i>Where there are more than 2 parties or law firms, please provide their details in a separate attachment.</i>                                                                                          |                                                                                                                       |
| If other proceedings have started, please tick the applicable box:<br><input type="checkbox"/> Plaintiff / Claimant <input type="checkbox"/> Defendant / Respondent <input type="checkbox"/> Third Party |                                                                                                                       |
| <b>Respondent(s) Contact Particulars</b>                                                                                                                                                                 |                                                                                                                       |
| Salutation (if applicable):                                                                                                                                                                              | <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others: |
| Name of individual(s) or organisation(s):                                                                                                                                                                |                                                                                                                       |
| Address:                                                                                                                                                                                                 |                                                                                                                       |

|                                                              |                                                                                                                       |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| (if not legally represented)                                 |                                                                                                                       |
| Contact Number:<br>(if not legally represented)              | Tel:<br>Fax:                                                                                                          |
| Email Address:<br>(if not legally represented)               |                                                                                                                       |
| <b>Contact Particulars of Legal Representatives (if any)</b> |                                                                                                                       |
| Salutation (if applicable):                                  | <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Others: |
| Name:                                                        |                                                                                                                       |
| Law firm:                                                    |                                                                                                                       |
| Address:                                                     |                                                                                                                       |
| Contact Number:                                              | Tel:<br>Fax:                                                                                                          |
| Email Address:                                               |                                                                                                                       |
| Reference Number:                                            |                                                                                                                       |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DETAILS OF THE DISPUTE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Quantum of claim (BND\$):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Quantum of counterclaim (BND\$):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Note: The dispute amount may be determined by BDAC pursuant to para 1.5 of the Fee Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Type of Dispute</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <input type="checkbox"/> Agency<br><input type="checkbox"/> Banking / financial instruments<br><input type="checkbox"/> Building / construction / contractors<br><input type="checkbox"/> Company / shareholders<br><input type="checkbox"/> Defamation<br><input type="checkbox"/> Employment<br><input type="checkbox"/> Energy & natural resources<br><input type="checkbox"/> Family / neighbour<br><input type="checkbox"/> Information technology<br><input type="checkbox"/> Insolvency<br><input type="checkbox"/> Insurance<br><input type="checkbox"/> Intellectual property / trademark / copyright<br><input type="checkbox"/> Joint venture / partnership<br><input type="checkbox"/> Matrimonial assets / custody of children<br><input type="checkbox"/> Motor vehicle / repairs | <input type="checkbox"/> Personal injury<br><input type="checkbox"/> Probate & administration (civil)<br><input type="checkbox"/> Probate & administration ( <i>faraidh</i> )<br><input type="checkbox"/> Professional malpractice<br><input type="checkbox"/> Renovation<br><input type="checkbox"/> Sale & purchase of real property<br><input type="checkbox"/> Sale / supply of goods & services / title of goods<br><input type="checkbox"/> Sports<br><input type="checkbox"/> Shipping<br><input type="checkbox"/> Tenancy<br><input type="checkbox"/> Torts<br><input type="checkbox"/> Trust<br><input type="checkbox"/> Others: _____ |

[Please provide brief details of the dispute]:

#### AVAILABLE DATES FOR MEDIATION

Number of days proposed for mediation:

Please state the preferred platform:

☐ In-person

☐ Virtual

Please provide mutually available dates:  
[for where Applicant(s) and Respondent(s) have agreed to mediation]

Please provide available dates:  
[to be filled by the Respondent(s) only, if not already mutually agreed earlier]

#### MEDIATOR PREFERENCES

☐ Parties appoint the Mediator: -

Name(s):

**OR**

☐ BDAC to select and appoint the Mediator.

Mediator preferred criteria\* (if any) [i.e. expertise, language, no. of mediator(s) etc.]:

\* Subject to availability

#### MEDIATION CLAUSE

Is there an applicable mediation clause?

☐ Yes (please annex a copy of the clause).

☐ No

Did the mediation clause specify by which date or within how many days the mediation must be completed?

☐ Yes. Please state:

☐ No

| APPLICANT(S) SIGNATURE                  |    |
|-----------------------------------------|----|
| Name(s) & Signature(s)                  | 1. |
| Date:                                   |    |
| RESPONDENT(S) SIGNATURE (if applicable) |    |
| Name(s) & Signature(s)                  | 1. |
| Date:                                   |    |

| HOW DID YOU HEAR ABOUT BDAC?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> BDAC invitation letter<br><input type="checkbox"/> BDAC website or social media accounts (LinkedIn, Facebook or Instagram)<br><input type="checkbox"/> Court's referral or invitation letter<br><input type="checkbox"/> Exhibitions<br><input type="checkbox"/> Industry / business network<br><input type="checkbox"/> Lawyer's referral<br><input type="checkbox"/> Media (newspaper, television, radio etc.)<br><input type="checkbox"/> Referral from an individual / institution / organisation namely: _____<br><input type="checkbox"/> Telephone/email inquiry to BDAC<br><input type="checkbox"/> Others: _____ |

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**BRUNEI DARUSSALAM ARBITRATION CENTRE  
MEDIATION RULES**

**POST-FILING CONSULTATION PROCEDURE**

## **1.0 INTRODUCTION**

- 1.1. This Post-Filing consultation ("PFC") is an informal and verbal consultation to be hosted by BDAC for the parties involved in a mediation.
- 1.2. This process serves as an additional mechanism to invite any party(s) other than the requesting party to a mediation.
- 1.3. The role of BDAC as a neutral is to facilitate the discussion between the parties involved in a mediation, and not as a mediator. BDAC does not function as an advisory body during the consultation.
- 1.4. The purpose of this meeting shall, among other things, -
  - a. to guide the parties to the mediation process;
  - b. to identify the issues in dispute;
  - c. to ascertain the position of each parties; and
  - d. to serve as a preliminary assessment on the disputed issues to be mediated; and not to determine the merits of the case.

## **2.0 WHEN IT IS SUITABLE**

- 2.1 Requesting party may file a request for the consultation when the other party declined the invitation to mediation or when the parties cannot ascertain whether there is an existing dispute or not.
- 2.2 A party to the mediation has requested for the meeting by filling in the form.
- 2.3 When the requesting party is willing to cover the consultation fees.

## **3.0 FEES**

- 3.1. The costs of the meeting shall be payable by the requesting party, as follows: -

| Type of Meeting | Fees        |
|-----------------|-------------|
| In-Person*      | BND\$150.00 |
| Online**        | BND\$100.00 |

\* An In-Person meeting shall be held at BDAC.

\*\* BDAC shall advise the virtual platform to be used.

- 3.2. The fees are payable for administrative costs including registration, meeting venue (physical meeting or video conferencing) and communications (teleconferencing and/or video conferencing) or any other similar means of communications. Additional

costs may also apply for refreshments and any other secretarial services including such as letters, registered post, fax, process servers or courier.

- 3.3. The fees will be payable after all parties have agreed to the meeting, before the meeting commences.
- 3.4. The Requesting Party shall pay the Additional Charges to BDAC, where applicable.

#### **4.0 REPRESENTATION OF PARTIES AND PARTICIPATION IN MEETINGS**

- 4.1. The parties may be represented or assisted in their meetings by their legal representatives.

#### **5.0 CONDUCT OF THE CONSULTATION**

- 5.1 Parties in attendance to the consultations must act in good faith with the intention to discuss the issues arising from the disputes.
- 5.2 BDAC, including its officers and employees, shall not be liable to any Party for any negligence, act or omission in connection with the Services or otherwise in connection with the administration of the Consultation.
- 5.3 The Parties shall not call any BDAC's officers and employees as a witness, consultant, arbitrator or expert in any proceedings in relation to the Consultation between the Parties.

#### **6.0 CONFIDENTIALITY**

- 6.1 Any documents, statements, communications or other information (whether oral or in writing) disclosed by the party during the Consultation are to be kept confidential and treated as 'without prejudice' and shall not be used in the court proceedings.

#### **7.0 AMENDMENTS**

- 7.1 BDAC reserves the right to amend and/or vary these Rules at any time and from time to time without prior notification and at its sole discretion.

#### **8.0 TERMINATION**

- 8.1 BDAC shall reserve the right to terminate the consultation pursuant to any of these rules.

#### **9.0 INTERPRETATION OF RULES**

- 9.1 In the event of any ambiguity or inconsistency of these Rules, interpretation of the Rules made by BDAC shall be final and binding on the Parties.

**10.0 REGISTRATION FORM**

**BRUNEI DARUSSALAM ARBITRATION CENTRE  
MEDIATION RULES  
REQUEST FOR POST-FILING CONSULTATION FORM**

| CASE DETAILS                                               |                                                                                                                                    |                                                |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Case Ref. No.                                              |                                                                                                                                    |                                                |
| Party Requesting                                           |                                                                                                                                    |                                                |
| Date of Request                                            |                                                                                                                                    |                                                |
| Contact No.                                                |                                                                                                                                    |                                                |
| Declaration                                                | <input type="checkbox"/> I agree to bear the costs of this session if the other parties have agreed to participate in the session. |                                                |
| Signature of Requesting Party                              |                                                                                                                                    |                                                |
| MEETING DETAILS                                            |                                                                                                                                    |                                                |
| Venue                                                      | <input type="checkbox"/> In-person at BDAC <input type="checkbox"/> Online                                                         |                                                |
| Date/Time of Meeting<br>(as agreed by parties)             | <div style="text-align: center;">/       /</div>                                                                                   | <div style="text-align: center;">AM / PM</div> |
| Please state the parties that will attend the consultation |                                                                                                                                    |                                                |
| <b>REMARKS<br/>(FOR BDAC USE ONLY)</b>                     |                                                                                                                                    |                                                |

| PAYMENT DETAILS (FOR BDAC USE ONLY) |                                                                                                                                                              |  |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Payment by                          | <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Bank Transfer <input type="checkbox"/> Others (please specify): _____ |  |
|                                     | Amount:                                                                                                                                                      |  |
| Received by                         | Name:                                                                                                                                                        |  |
|                                     | Designation:                                                                                                                                                 |  |
|                                     | Date of Receipt:                                                                                                                                             |  |
|                                     | Receipt No.:                                                                                                                                                 |  |
|                                     | Signature:                                                                                                                                                   |  |

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**BRUNEI DARUSSALAM ARBITRATION CENTRE  
MEDIATION RULES**

**AGREEMENT TO MEDIATE**

**THIS AGREEMENT TO MEDIATE** (“Agreement”) is made between:

- (1) The **BRUNEI DARUSSALAM ARBITRATION CENTRE** of Level 8, Block 2D, Kumbang Pasang Condominium, Simpang 156, Jalan Kumbang Pasang, Brunei Darussalam (“**BDAC**”);
- (2) [Name] of [address] (“**Party A**”);
- (3) [Name] of [address] (“**Party B**”);
- (4) [Name of Mediator] of [address] (the “**Mediator**”).

**WHEREAS:**

- A. Party A and Party B (collectively referred to as the “**Parties**”) have requested the mediation services provided by BDAC’s Mediation Rules (the “**Rules**”) to assist them to resolve the dispute(s) between them.
- B. The Parties agree to attempt, in good faith, to resolve their dispute(s) by mediation.
- C. BDAC and the Mediator agree to provide mediation services to assist the Parties in resolving the dispute in accordance with the provisions of the Rules.

**IT IS AGREED** as follows:

**1 Agreement to Abide by any Settlement**

The Parties agree to abide by any settlement and to effect the terms thereof, reached as a result of the mediation process.

**2 Terms and Process of Mediation**

2.1. The Parties agree:

- a. to abide by BDAC’s Mediation Rules which, among other things governs the terms and process of the said mediation;
- b. that the mediation process will involve BDAC, the Parties, the representatives and/or advisors (if any) of the Parties and the Mediator.

**3 Confidentiality**

- 3.1. The mediation will be conducted in confidence and all communication will be on a without prejudice basis.

- 3.2. All persons involved in the mediation will keep confidential and not use for any ulterior or collateral purpose:
- the fact that the mediation is to take place or has taken place;
  - any views expressed, or suggestions or proposals for settlement made by another party in the course of the mediation;
  - proposals suggested or views expressed by the Mediator;
  - the fact that another party had or had not been willing to accept a proposal for settlement made by the Mediator or another party; and
  - all information (whether oral or in writing) produced for or arising in relation to the mediation, including any settlement agreement, except as directly necessary to implement and enforce any such settlement agreement.
- 3.3. All documents (including anything stored electronically) or any other information produced for, or arising in relation to, the mediation will be privileged, and will not be admissible as evidence or discoverable in any proceedings connected with the dispute unless such documents would have in any event been admissible or discoverable.
- 3.4. The Parties will not call the Mediator or BDAC (or any employee, officer or representative) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.

#### **4 Stay of Proceedings**

Unless the Parties agree otherwise, the mediation will not prevent the commencement of any lawsuit or arbitration; nor will it act as a stay of proceedings.

#### **5 Authorisation of Representatives (if applicable)**

The following persons are hereby authorised to represent Party A and Party B respectively in the mediation and settlement of disputes:

| <b>Party</b> | <b>Name of Representative(s)</b> | <b>NRIC No. or Passport No. of Representative(s)</b> |
|--------------|----------------------------------|------------------------------------------------------|
| Party A      |                                  |                                                      |
| Party B      |                                  |                                                      |

#### **6 Waiver of Liability**

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

- i. the mediation; and/or
  - ii. the services provided by the Mediator and/or BDAC; and/or
  - iii. 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 him, unless the act or omission is fraudulent or involves negligence or misconduct.
- c. BDAC 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.

## 7 Mediation Fees

- 7.1. Pursuant to the Fee Schedule of the Rules, the Parties shall pay a portion of 50% deposit of the indicated total mediation fee to BDAC before the Mediation Date.
- 7.2. If the mediation continues to another day, BDAC reserves the right to request for an additional deposit to BDAC.
- 7.3. BDAC reserves the right to postpone, suspend or terminate the mediation pending the full payment of the deposit.
- 7.4. Subject to the Fee Schedule of the Rules, the Parties shall make a full settlement of the total mediation fee within fourteen (14) days from the conclusion of the mediation.

## 8 Counterparts

- 8.1. This Agreement may be signed by the Parties, BDAC and the Mediator in any number of counterparts, all of which taken together and when delivered to one another, including by scanned electronic copies, shall constitute one and the same document.

Date:

Signed by:

**FOR AND ON BEHALF OF PARTY A**

NRIC Number:

Signed by:

**FOR AND ON BEHALF OF PARTY B**

NRIC Number:

Signed by:

**[MEDIATOR'S NAME]**

Mediator

Witnessed by:

Name:

Designation:

Witnessed by:

Name:

Designation:

Signed by:

**FOR AND ON BEHALF OF BDAC**

Interim Chief Executive Officer of BDAC

**BRUNEI DARUSSALAM ARBITRATION CENTRE  
MEDIATION RULES****CODE OF CONDUCT**

This Code of Conduct ("Code") shall apply to every person who is appointed by BDAC to act as a mediator in any mediation.

**1. ACCEPTANCE OF ASSIGNMENT**

- 1.1. A person shall not accept any appointment to act as mediator unless he/she is reasonably satisfied that he/she is able to conduct the mediation competently, expeditiously and impartially.
- 1.2. A prospective mediator shall make a written and signed declaration as to:
  - (a) his/her acceptance of the Rules,
  - (b) his/her availability to act as a mediator,
  - (c) his/her impartiality and independence, and
  - (d) his/her undertaking to immediately disclose any known actual or potential conflict of interest which could raise questions as to his/her impartiality and independence.

**2. IMPARTIALITY**

- 2.1. The mediator shall be independent, impartial and fair to the parties, and be seen to be so. He/she shall disclose information which may lead to the impression that he may not be independent, impartial or fair, including that:
  - (a) he/she has acted in any capacity for any of the parties;
  - (b) he/she has a financial interest (direct or indirect) in any of the parties or the outcome of the mediation;
  - (c) he/she has any confidential information about the parties or the dispute under mediation derived from sources outside the mediation.
- 2.2. When in doubt, the mediator shall refer the matter to BDAC.

**3. THE MEDIATION PROCEDURE**

- 3.1. The mediator will act in accordance with the BDAC Mediation Rules.
- 3.2. The mediator will keep record of the Time Sheet at all times during the mediation proceedings and return it to BDAC upon conclusion of the mediation.

**4. CONFIDENTIALITY**

- 4.1. Any document or information supplied for or disclosed in the course of the mediation will be kept confidential. The mediator will only disclose the same if required to do so by general law, or with the consent of all parties, or if such disclosure is necessary to implement or enforce any settlement agreement.

- 4.2. The mediator (or any member of his firm or company) will not act for any of the parties subsequently in any matter related to or arising out of the subject matter of the mediation without the written informed consent of all the parties.

## **5. SETTLEMENT**

- 5.1. The mediator will ensure that any settlement agreement reached is recorded in writing and signed by the parties unless the parties request otherwise.
- 5.2. For avoidance of doubt, a settlement agreement that is recorded in writing may take the form of an electronic record.
- 5.3. For avoidance of doubt, where a settlement agreement takes the form of an electronic record, it may be signed by applying electronic signatures.

## **6. WITHDRAWAL**

- 6.1. Subject to 6.3 below, a withdrawal or recusal by the mediator may occur:
- (a) when he/she realises that he has committed a breach of any of the terms of this Code;
  - (b) if there is a request to do so in writing by any of the parties; or
  - (c) when he/she is required by any of the parties to do anything in breach of this Code or the BDAC Mediation Rules.
- 6.2. The mediator shall immediately inform BDAC on the occurrence of the above.
- 6.3. The mediator also has the discretion to withdraw if:
- (a) any of the parties breaches the Agreement to Mediate or BDAC Mediation Rules;
  - (b) any of the parties has acted unconscionably;
  - (c) in his opinion, there is no reasonable prospect of a settlement; or
  - (d) any of the parties alleges that he is in breach of this Code.

## **7. FEES**

- 7.1. In accepting an appointment, the mediator expressly agrees to the remuneration in accordance with his terms of appointment as a mediator, and he should not make any unilateral arrangements with any of the parties.

## **8. MEDIATOR'S REPORT**

- 8.1. The mediator shall, upon the termination of the mediation, submit to BDAC a report regarding the mediation without disclosing any information that is covered by confidentiality.

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**BRUNEI DARUSSALAM ARBITRATION CENTRE  
MEDIATION RULES**

**FEE SCHEDULE**

**General Provisions**

1. Under this Schedule:
  - 1.1. The “*dispute amount*” refers to the total quantum of claim(s) and counterclaim(s) raised by the parties in a mediation.
  - 1.2. **Table 1** shall apply to mediation with the dispute amount below \$60,000.00.
  - 1.3. **Table 2** shall apply to mediation with the dispute amount exceeding \$60,000.00.
  - 1.4. **Table 3** shall apply to family disputes; and family disputes shall cover cases in relation to matrimonial disputes including but not limited to division of matrimonial assets, custody of children, probate and administration, and inheritance.
  - 1.5. If the dispute amount is non-quantifiable at the time the request of mediation is made, BDAC shall determine the dispute amount based on the information provided in the request for mediation, case summary or any other documents.
2. The mediation fee shall cover the Mediator’s fees, rental of BDAC premises, food and beverage charges for up to three (3) persons per party, administrative and secretariat services provided by BDAC.
3. The method of payment for all payable fees under this Schedule will be advised by BDAC from time to time.
4. The rates under this Schedule shall not be applicable where there are more than two (2) parties in the mediation, in which case BDAC shall advise the applicable rates.
5. Unless otherwise stated, the amount specified under this schedule are in Brunei Dollars (BND\$).
6. Where a party is represented by a law firm, reference to “party” or “parties” under this Schedule shall refer to the representing law firm.
7. Where several parties are represented by the same law firm, they shall collectively be treated as one single party under this Schedule.

**Filing Fee**

8. All parties who agree to mediation shall pay a non-refundable filing fee as specified in the **Tables 1, 2 and 3** accordingly.

**Deposits**

9. Subject to Rule 16.4 of the Rules, BDAC may request for deposits payable by the parties in connection to the Rules from time to time.
10. BDAC shall request for a deposit up to 50% of the mediation fee to be payable before the Mediation Date.
11. If the mediation continues to another day, BDAC may request an additional deposit.

**Additional Charges**

12. Where the venue for mediation is other than at BDAC premises, BDAC may request for additional charges and any deposit thereon.
13. The additional charges shall be borne by the parties in equal proportions, unless they agree otherwise.
14. The parties will be required to pay overtime charges and room rental charges when a mediation:
  - 14.1. lasts beyond 5.00pm on a business day; or
  - 14.2. takes place on a non-business day or a public holiday.
15. The overtime charges are as follows:
  - 15.1. For **Table 1**, the rates shall be according to the mediation fees.
  - 15.2. For **Table 2** and **Table 3**, a rate of \$460.00 per two (2) hours or part thereof.
  - 15.3. BDAC shall advise on the additional room rental charges.
16. Where there are more than 3 persons per party, BDAC may advise additional charges for the purpose of preparing the refreshments.

**Total Mediation Fee**

17. The payment of the mediation fee and any additional charges including the deposits thereof (collectively referred to as the “*total mediation fee*”) must be made within fourteen (14) days from the date of request of payment, unless otherwise stated.
18. If a party is represented by a law firm, in the event that a law firm is unable to make payment of the total mediation fee within the time specified under para 15 above, BDAC will require a letter of undertaking by the law firm for payment of the total mediation fee on behalf of their client(s).

19. Para 20 above does not apply to any party(s) who is not legally represented. For avoidance of doubt, unrepresented parties will not be allowed to sign a letter of undertaking in lieu of payment.

**Refunds**

20. Any refund(s) to any party(s) in mediation will generally be made within twenty-one (21) days from the date on which the mediation is terminated in a manner to be advised by BDAC.

*See Tables on the next page*

**TABLE 1:****For cases with a total quantum of claim and counterclaim is below BND\$60,000.00**

| <b>Filing Fee</b>                       | \$20.00 per party  |                                             |
|-----------------------------------------|--------------------|---------------------------------------------|
| Quantum of claim(s) and counterclaim(s) | Mediation Fee      |                                             |
|                                         | The first 2 hours  | After the 2nd hour onwards                  |
| Up to \$20,000                          | \$100.00 per party | \$60.00 per party per hour or part thereof  |
| Above \$20,000 to \$40,000              |                    | \$80.00 per party per hour or part thereof  |
| Above \$40,000 to \$60,000              |                    | \$100.00 per party per hour or part thereof |

**TABLE 2:****For cases with a total quantum of claim and counterclaim exceeds BND\$60,000.00**

| <b>Filing Fee</b>                       | \$200.00 per party                         |
|-----------------------------------------|--------------------------------------------|
| Quantum of claim(s) and counterclaim(s) | Mediation Fee                              |
| Above \$60,000 to \$100,000             | \$850.00 per party per day                 |
| Above \$100,000 to \$250,000            | \$1,100.00 per party per day               |
| Above \$250,000 to \$500,000            | \$2,200.00 per party per day               |
| Above \$500,000 to \$1,000,000          | \$2,600.00 per party per day               |
| Above \$1,000,000 to \$2,500,000        | \$3,000.00 per party per day               |
| Above \$2,500,000 to \$5,000,000        | \$3,250.00 per party per day               |
| Above \$5,000,000                       | \$3,550.00 per party per day               |
| <b>Overtime charges</b>                 | \$460.00 per two (2) hours or part thereof |

**TABLE 3:****For family disputes**

|                         |                                            |
|-------------------------|--------------------------------------------|
| <b>Filing Fee</b>       | \$200.00 per party                         |
| <b>Mediation Fee</b>    | \$1,950.00 per party per day               |
| <b>Overtime charges</b> | \$460.00 per two (2) hours or part thereof |

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