



# **Singapore International Mediation Institute (SIMI)**

## **Terms and Conditions for SIMI Mediators**

*1 April 2024*

*(Version 2.0)*

## 1. ABOUT THESE TERMS AND CONDITIONS

1.1. These terms and conditions will apply to all individuals who subscribe to the Singapore International Mediation Institute's ("SIMI") Credentialing Scheme, which consists of the following tiers:

- (a) SIMI Accredited Mediator Level 1
- (b) SIMI Accredited Mediator Level 2
- (c) SIMI Accredited Mediator Level 3
- (d) SIMI Certified Mediator (i.e. Level 4)

Information about the latest version of the scheme is available on SIMI's website ([www.simi.org.sg](http://www.simi.org.sg)).

1.2. Unless otherwise specified, reference to a SIMI Mediator in these terms and conditions is a general reference to any individual who becomes a mediator accredited under the SIMI Credentialing Scheme under any tier.

1.3. By being accredited under the Singapore International Mediation Institute's ("SIMI") Credentialing Scheme as a SIMI Mediator, you hereby agree to comply with these terms and conditions.

1.4. SIMI reserves the right to vary or modify these terms and conditions by giving reasonable notice to you.

## 2. PROFESSIONAL CODE OF CONDUCT

2.1. You are required to subscribe to a professional code of conduct when conducting mediation(s) as a SIMI Mediator.

2.2. If you do not have a professional code of conduct that is applicable or suitable for your role as a SIMI Mediator, you shall abide by the **SIMI Code of Professional Conduct for SIMI Mediators** (as amended or updated from time to time), and the SIMI Assessment of Professional Conduct. Both documents are available on SIMI's website ([Code of Professional Conduct \(Revised 2023\) \(simi.org.sg\)](http://www.simi.org.sg)).

## 3. TERM OF ACCREDITATION

3.1. Your term as a SIMI Mediator will commence when SIMI has received payment of all applicable fees for your SIMI Mediator level ("Commencement Date").

3.2. Each term will be valid from the Commencement Date to the end of the calendar year (31 December).

- 3.3. You are entitled to renew your term as a SIMI Mediator at the end of each term if you satisfy all applicable re-accreditation requirements (if applicable, under Clause 6) **AND** pay all applicable fees (see Clause 4) for your SIMI Mediator level.
- 3.4. Nothing in these Terms and Conditions shall make the SIMI Mediator an employee, agent, or independent contractor of SIMI.

### **3A. WITHDRAWAL OF ACCREDITATION**

3A.1 If you wish to withdraw from being a SIMI Mediator, you must submit a written request to SIMI's latest correspondence email **by 15 Jan of the calendar year** in which you wish to withdraw.

3A.2 SIMI shall withdraw your accreditation upon such written request, and issue a credit note on the invoice for annual fees already sent to you.

3A.3 Upon such withdrawal, you shall cease to be a SIMI Mediator. All benefits of being a SIMI Mediator, including but not limited to those listed in Clauses 7, 8 and 10 shall cease immediately.

3A.4 SIMI will reject any written request for withdrawal from being a SIMI Mediator made **after 15 March** of the said calendar year. Any invoice for annual fees sent to you must still be paid.

## **4. FEES**

- 4.1. SIMI Mediators are required to pay the following annual fees depending on their SIMI Mediator Level:

(a) SIMI Accredited Mediator Level 1	SGD 75.00
(b) SIMI Accredited Mediator Level 2	SGD 125.00
(c) SIMI Accredited Mediator Level 3	SGD 150.00
(d) SIMI Certified Mediator (Level 4)	SGD 200.00

- 4.2. Fees are due within three months from the start of each calendar year (i.e. by 31 March of each calendar year), or within thirty days from the date of SIMI's invoice (whichever is later).

- 4.3. SIMI reserves the right to impose a late-payment fee.

- 4.4. In the event you have been promoted to the next Accredited Mediator Level, you will be required to pay the new higher fees only from 1 April of the following year.

4.5. You can make payment through any of the following methods:

- (1) PayNow to **UEN No. 201420752C** (For individuals / businesses which have an account with a participating bank in Singapore). Please indicate your name and invoice number in the space for bill reference/remarks.
- (2) PayPal via <https://www.paypal.com/paypalme/thesimichat>
- (3) Inter-bank funds transfer to **CITIBANK N.A. Singapore Branch, Account Number 0-860317-001** and **stating [Sender's full name] in the comments section**. Email us proof of payment (e.g. receipt (either a scan, a photo or a pdf file) or a screenshot) from your online bank with the following information clearly shown:
  - Sender's Name
  - Invoice Number
  - Date of the Transfer
  - Amount of the Successful Transaction
  - Transaction Reference Number and/or Transaction ID

## 5. **NON-PAYMENT OF FEES AND CONSEQUENCES OF WRITE OFF**

5.1 If you fail to pay your annual fee despite various reminders, statements and notices from SIMI, or otherwise demonstrate that you no longer wish to be a SIMI Mediator, SIMI shall (pursuant to its internal prevailing policy and processes) exercise its right to write-off the fee.

5.2 Following such write-off, your name will be removed from SIMI's register and you shall cease to be a SIMI Mediator. All benefits of being a SIMI Mediator, including but not limited to those listed in Clauses 7, 8 and 10 shall cease immediately.

5.3 If you cease to be a SIMI Mediator, you may apply to be reinstated as one within 2 years of such cessation. SIMI shall accept your application PROVIDED that you are able to fulfil the relevant re-accreditation requirements under Clause 6 for your accreditation tier (or as updated from time to time) AND pay the corresponding annual fee within 3 working days.

## 6. RE-ACCREDITATION REQUIREMENTS **(SUSPENDED UNTIL FURTHER NOTICE)**

6.1. All SIMI Mediators are required to fulfil re-accreditation requirements every two (2) years, commencing from the end of your second term of accreditation\*, as set out below:

SIMI Accredited Mediator Level 1	<p>AT LEAST 2 full-scale mediations (or 20 hours if one or more mediations last longer than one day) conducted in the last 2-year period.</p> <p>Up to 1 of the required mediation sessions can be replaced by a Qualifying CPD Event.</p>
SIMI Accredited Mediator Level 2	<p>AT LEAST 3 full-scale mediations (or 30 hours if one or more mediations last longer than one day) conducted in the last 2-year period.</p> <p>Up to 1 of the required mediation sessions can be replaced by a Qualifying CPD Event.</p>
SIMI Accredited Mediator Level 3	<p>AT LEAST 6 full-scale mediations (or 60 hours if one or more mediations last longer than one day) conducted in the last 2-year period.</p> <p>Up to 2 of the required mediation sessions can be replaced by a Qualifying CPD Event.</p>
SIMI Certified Mediator	<p>BOTH</p> <ol style="list-style-type: none"> <li>i. Update Feedback Digest every 2 years; and</li> <li>ii. Be a SIMI Mentor for at least 1 SIMI Mentee in the last 2-year period.</li> </ol>

\* For example, if your term commenced on 1 April 2023, under paragraph 3, your first term of accreditation will end on 31 December 2023. Your second term of accreditation will end on 31 December 2024. You would need to fulfil re-accreditation requirements in December 2024, to be re-accredited as a SIMI Mediator in January 2025.

The definition and scope of a Qualifying CPD Event as set out in Clause 6.1 above will differ based on the SIMI Mediator's specific level.

(a) SIMI Accredited Mediator Level 1 & Level 2: Attending or conducting a seminar on a relevant topic to mediation; or observing a mediation as a SIMI Mentee to a SIMI Mentor. The expansive scope of a Qualifying CPD event provides SIMI Mediators with sufficient flexibility to explore non-traditional topics in furthering their mediation skills and experience.

(b) SIMI Accredited Mediator Level 3: Conducting or assessing in a seminar or course related to mediation. This requirement is satisfied upon recognition of active contributions by the SIMI Mediator. For the avoidance of doubt, simply attending a seminar related to mediation would not be sufficient, nor would observing a mediation session.

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- 6.2. If you are unable to satisfy the renewal requirements at the end of each period, you may apply for conditional renewal by:
- (a) providing SIMI with a satisfactory reason for why you were unable to meet the requirements within the stipulated time frame; and
  - (b) a draft schedule for how you will be satisfying the requirements within the current calendar year.

Notwithstanding the foregoing, SIMI reserves the sole and absolute discretion to determine the eligibility of and/or approve applications for conditional renewals.

Upon approval of your application for conditional renewal, your status will be immediately renewed and a new 2-year period will commence starting from that same date.

- 6.3. Please note that these are renewal requirements, not the requirements for promotion to the next tier. The requirements for applying to a higher tier can be found on SIMI's website.

## **7. USE OF SIMI LOGO**

- 7.1. For as long as you remain a SIMI Mediator, you are entitled (and strongly encouraged) to use the SIMI logo/mediator level logo for the purposes of identifying, promoting and/or marketing your status as a SIMI Mediator. You shall not use the SIMI logo for any other purpose without SIMI's prior written consent.
- 7.2. The form and colour of the logo should be identical to the format set out in Appendix 1.
- 7.3. If you wish to use the SIMI logo together with your SIMI Mediator level, please use the appropriate stylised title provided in Appendix 2.
- 7.4. Please seek prior written consent from SIMI should you wish to use the SIMI logo in an arrangement or design for purposes outside of those prescribed in Clause 7.1.
- 7.5. Should you cease to be a SIMI Mediator, your entitlement under this clause will also end. You are responsible for ensuring that you do not use, or continue to use, SIMI's logo without permission.

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## 8. SIMI WEBSITE USER ACCOUNT

- 8.1. As a SIMI Mediator, you are entitled to one user account to login to SIMI's website. This account will allow you to provide information about yourself that will be made available to visitors on SIMI's website.
- 8.2. You are solely responsible for protecting your account against unauthorised use and access.
- 8.3. You are strongly encouraged to update the information about yourself via your user account at least on an annual basis.

## 9. PROVISION OF PERSONAL INFORMATION

- 9.1. You hereby consent to SIMI collecting, using, disclosing and/or processing your personal information for the purposes of:
  - (a) managing and/or administering your status as a SIMI Mediator (e.g. being listed on SIMI's website, contacting you for billing matters, facilitating your participation in various SIMI activities and schemes);
  - (b) for marketing activities relating to SIMI's work (e.g. newsletters, promotional material, outreach seminars); and
  - (c) research and educational studies or surveys.

SIMI will obtain your consent prior to collecting, using, disclosing, and/or processing your personal information for purposes not listed above.

- 9.2. You also agree that you will be responsible for ensuring compliance with the relevant personal data obligations that may apply to any personal information that you share with SIMI, through SIMI's website or otherwise.

## 10. LISTING ON SIMI'S WEBSITE

- 10.1. All SIMI Mediators will be listed on SIMI's website, with more details being provided for SIMI Mediators of a higher tier. The information that will be available is stated on SIMI's website.
- 10.2. SIMI reserves the right to (from time and time and at its discretion) modify the amount of information shown for SIMI Mediators from each tier.

## 11. DUTIES AND RESPONSIBILITIES

- 11.1. You undertake to comply at all times with the requirements set out under these terms and conditions, in particular, abiding by (when applicable) the **SIMI Code of Professional Conduct for SIMI Mediators** (as amended or updated from time to time).

## 12. BREACH OF ROLES AND OBLIGATIONS

- 12.1. Should you be found to have breached your roles and obligations set out in these terms and conditions, SIMI reserves the right to take any appropriate action it deems necessary. Such action may involve issuing a warning, opening an investigation, or terminating your accreditation as a SIMI Mediator.
- 12.2. As a matter of practice, SIMI will seek to engage you in discussions in the event of an alleged breach as set out above. SIMI will always ensure that the action is appropriate to the extent of the breach and the circumstances.
- 12.3. In the event of a termination, there will be no refunds for any fees paid to SIMI previously and SIMI will be entitled to remove all relevant information pertaining to your accreditation as a SIMI Mediator from both SIMI's website and any other platforms.
- 12.4. This clause shall survive the termination of your accreditation as a SIMI Mediator.

## 13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1. The contents of these Terms and Conditions shall be governed by and construed under the laws of Singapore.
- 13.2. Any dispute arising out of or in connection with this agreement must be submitted for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being, OR any other mediation service provider in accordance with their rules. Either party may submit a request to mediate to SMC (or any other mediation service provider) upon which the other party will be bound to participate in the mediation within 30 days. Each party to the mediation must be represented in person and/or by senior executive personnel (or equivalent) (as the case may be) with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the [English] language and the parties agree to be bound by any settlement agreement reached.

### Version history

Version	Date	Remarks/Key changes
Original	Circa August 2016	
1.0	January 2023	Miscellaneous amendments, e.g. insertion of dispute resolution clause, updating of SIMI's bank account particulars, clarification of status of a SIMI Mediator, streamlining terminology.
2.0	1 April 2024	Insertion of: <ul style="list-style-type: none"> <li>• new 3A (Withdrawal of Accreditation)</li> <li>• new Clause 5 (Non-payment of Fees and Consequences of Write-off).</li> </ul>



**APPENDIX 1 – SIMI LOGO**



**APPENDIX 2 – SIMI MEDIATOR LEVEL LOGO**

**simi** a c c r e d i t e d  
m e d i a t o r l e v e l 1

**simi** a c c r e d i t e d  
m e d i a t o r l e v e l 2

**simi** a c c r e d i t e d  
m e d i a t o r l e v e l 3

**simi** c e r t i f i e d  
m e d i a t o r