



MAURITIUS

MARC

MARC MEDIATION RULES 2025

INTRODUCTION

Established in 1996 under the auspices of the Mauritius Chamber of Commerce and Industry (“MCCI”)—the first private-sector institution founded in 1850 to represent and promote business interests—the Mediation and Arbitration Center (Mauritius) Ltd (“MARC”) is the sole autonomous, non-governmental Alternative Dispute Resolution institution in Mauritius.

Building on Mauritius’s reputation as a rule-of-law jurisdiction and a bridge between Africa, Asia, and Europe—guided by the values of efficiency, impartiality, party autonomy, and confidentiality—MARC promotes a culture of consensual settlement of disputes through mediation and other ADR mechanisms that combine international standards with local accessibility.

The MARC Mediation Rules 2025 (“Rules”) are based on international best practices drawn from the mediation rules and guidelines of leading ADR institutions, including in particular the International Chamber of Commerce, International Centre for Settlement of Investment Disputes, United Nations Commission on International Trade Law.

MARC expresses its deep appreciation to Professor Tomoko Ishikawa, Professor Rajesh Sharma, Mr. Alexis Merle, and Mr Colin Manning for their invaluable expertise, insights, and guidance in the preparation of these Rules.

Purpose and Scope

The purpose of this introduction is to familiarise business enterprises, investors, public authorities, government, non-governmental organisations, individuals and other stakeholders—and their advisors, lawyers, as well as other professionals—with mediation so that they may appreciate its advantages as an effective and efficient non-court process of dispute resolution, understand how it differs from other means of dispute settlement, and be encouraged to have recourse to mediation to resolve their disputes.

The Rules are designed to:

1. Promote awareness and understanding of mediation as a structured, voluntary, and interest-based process;
2. Foster confidence in the mediation process through the appointment of qualified, neutral, independent, and professionally accredited mediators;
3. Provide a procedural framework that is simple, confidential, and cost-effective, thereby ensuring accessibility for all parties; and
4. Support the international enforceability of mediated settlement agreements in line with the United Nations Convention on International Settlement Agreements Resulting from Mediation (the “Singapore Convention on Mediation”).

Nature of Mediation

Mediation is a consensual process in which a neutral third party—the mediator—assists the parties in reaching an amicable resolution of their dispute. The mediator does not adjudicate or impose a decision but facilitates dialogue, clarifies interests, explores options, and helps the parties identify solutions acceptable to all.

Mediation differs fundamentally from arbitration, adjudication, or expert determination. While arbitration and adjudication results in a binding decision imposed by a tribunal/adjudicator, and expert determination provides a technical or financial opinion that may be binding, mediation preserves the parties’ autonomy and control over both the process and the outcome.

Key Features of MARC Mediation Rules

1. *Responding to a genuine need*

Mediation addresses the growing demand for efficient, effective, and practical dispute resolution in an amicable environment. It enables parties—even before a conflict escalates into a formal dispute resolution process before a court or tribunal—to engage in constructive dialogue under the guidance of a neutral facilitator, often allowing them to preserve ongoing commercial relationships that might otherwise be jeopardised by litigation or arbitration.

2. *Open and inclusive access*

MARC promotes the broadest possible recourse to mediation. The process may be initiated jointly by the parties or, in appropriate circumstances, upon the request of one party, with MARC inviting the other to participate. By its very nature, mediation remains voluntary and cannot be imposed.

3. *A flexible, rapid, and confidential process*

Mediation under the Rules is conducted with flexibility, efficiency, and discretion. The mediator—guided by the MARC Code of Ethics for Mediators—assists the parties to reach an amicable solution with due regard to each party's interests. Proceedings are free from unnecessary formality, and mediators are encouraged to conclude mediations within two months of their appointment. Confidentiality is a cornerstone of the process and applies to all participants.

4. *Impartial and qualified mediators*

The Rules respect the parties' autonomy, without which the mediation cannot attain its object, while giving the mediator(s) full latitude to assist the parties throughout the process. The legitimacy of the mediator(s) relies wholly on the trust placed in them by the parties. This is the reason why MARC selects mediators who are trained in the techniques and skills of mediation and whose professional competence, including subject-matter knowledge where reasonably necessary and relevant, and negotiation skills, is recognised.

5. *Cost-effective and accessible*

To ensure that mediation remains an accessible and attractive option, MARC offers its services at competitive rates while maintaining the highest professional and administrative standards.

6. *Cultural Sensitivity and Diversity*

Recognising the international character of modern commerce, MARC mediations are conducted with due regard to the cultural, linguistic, and social diversity of the parties. The MARC considers these elements when appointing mediators and structuring proceedings, ensuring that every participant feels heard and respected in a neutral environment.

7. *Tailor-Made Protocols for Emerging and Specialised Disputes*

In keeping with its commitment to innovation and responsiveness, MARC may develop specialised Mediation Protocols to supplement these Rules and address the unique dynamics of particular categories of disputes. Each Protocol will set out sector-specific procedures or best practices consistent with the principles of neutrality, confidentiality, and efficiency embodied in the MARC Mediation Rules.

MEDIATION RULES

Article 1: General Provisions

- 1.1 Mediation under the Rules is a process, whether referred to by the term mediation, conciliation or an expression of similar import, whereby parties request a third person or persons (“the mediator(s)”) to assist the parties in their attempt to reach an amicable settlement of their dispute. The mediator(s) have no authority to impose a solution of the dispute on the parties. For the sake of clarity, the Rules are available to any legal or natural person, including, but not limited to business enterprises, investors, public authorities, government, non-governmental organisations, and individuals.
- 1.2 The Rules, which are effective as from 21 November 2025, are adopted by the MARC. Any mediation which is entrusted to MARC entails acceptance by the parties of the Rules. Unless the parties agree otherwise in writing, the version of the Rules in force on the date on which the mediation proceedings are deemed to have commenced in accordance with Article 2 shall govern the proceedings.
- 1.3 A mediation under the Rules shall be administered by the MARC in accordance with the Rules, the Code of Ethics for Mediators, the Annexed Schedule of Costs in effect on the date of receipt of the request and, where applicable, the Protocols to the Rules. The MARC is composed of the Registrar and officers of the MARC.
- 1.4 MARC shall have sole authority to interpret the Rules, the Code of Ethics for Mediators, the Annexed Schedule of Costs, and the Protocols to the Rules. MARC reserves the right to modify the Rules, the Code of Ethics for Mediators, the Annexed Schedule of Costs, and the Protocols to the Rules.
- 1.5 MARC including its directors, officers, employees or mediator(s) shall not be liable to any person for any act or omission in connection with any mediation governed by the Rules, unless the act or omission is fraudulent or involves gross negligence on their part.
- 1.6 Unless all parties agree otherwise in writing, no party shall seek to compel any mediator, co-mediator, assistant mediator, or any director, officer, or employee of MARC to act as a witness in any legal proceedings in connection with the dispute that is or was the subject of mediation governed by the Rules or to disclose or produce any notes, documents, or records made in the course of the mediation.

Article 2: Commencement of Mediation Proceedings

- 2.1 Mediation proceedings are initiated upon the request of the parties, where they have so agreed at the outset of the dispute, or upon the request of any party, where the parties have so agreed under the terms of their contract. In such cases, mediation proceedings are deemed to have commenced on the day on which MARC receives the joint request from the parties, or on the day MARC informs all the parties other than the requesting party of the initiation of mediation in accordance with Article 4.1.
- 2.2 Mediation proceedings may also be initiated:
 - (a) at the request of one party who wishes MARC to forward its request for mediation to the other party or parties and when the other party or parties provide its or their written consent within the timeframe under Article 4.2; or
 - (b) where MARC receives a request for arbitration and considers that mediation may be proposed to the parties, subject to their mutual acceptance.

If the parties accept the proposal, they must inform MARC in writing of their agreement to

engage in mediation under the Rules and the Code of Ethics for Mediators. In case 2.2(a), mediation proceedings are deemed to have commenced on the day on which MARC receives the joint request from the parties, or the day on which all parties other than the requesting party accept the request to engage in mediation in accordance with Article 5. In case 2.2(b), mediation proceedings are deemed to have commenced on the day on which MARC receives the parties' written acceptance of mediation.

Article 3: Request for Mediation

- 3.1 The party or parties submitting a request for mediation to MARC shall provide a document containing:
- the legal particulars or company details of the parties and their last known postal addresses, email addresses, and contact details for any other communication channels;
 - the language(s) to be used in the proceedings;
 - a brief description of the nature and circumstances of the dispute;
 - the parties' respective positions, or the position of the party requesting mediation;
 - the amount claimed or any other solution proposed.
- 3.2 The request for mediation is not registered unless it is accompanied by payment of the case filing fee.
- 3.3 Where mediation proceedings are suggested by MARC of its own initiative under Article 2.2(b) of the Rules, the request for arbitration shall serve as a request for mediation. It entails payment of the case filing fee in accordance with Article 3.2, which will be set off against the sum paid at the time of registration of the arbitration request.

Article 4: Informing the Other Party

A) Where a mediation clause already exists:

- 4.1 When a party or the parties submit a request for mediation to MARC in accordance with Article 3.1 by invoking an existing mediation clause in the contract that is the subject of the dispute, MARC shall inform the other party or parties of the initiation of mediation proceedings. MARC shall also send the request it received under Article 3.1 to the other party or parties. The other party or parties have fifteen (15) days from receipt of the request for mediation from MARC to provide their comments on the content of the request for mediation, including any proposal for settlement.

B) In the absence of a mediation clause:

- 4.2 When the request of mediation by one party is registered, MARC shall inform the other party or parties and invite them to participate in mediation proceedings. MARC shall forward the request received under Article 3.1 and the Rules to the other party or parties, and allow them fifteen (15) days from receipt of MARC's invitation to reply.

Article 5: Response to the Request

A) Where a mediation clause already exists:

- 5.1 When MARC receives the comments of the other party or parties, or once the time limit provided in Article 4.1 has expired, the MARC shall proceed with the appointment of a mediator or mediators pursuant to the processes specified in Articles 6.1 to 6.4. Where a mediation clause already exists, the parties are encouraged to engage in the mediation

in a proactive manner.

B) In the absence of a mediation clause:

5.2 When MARC receives the reply of the other party or parties under Article 4.2 in which they agree to participate in mediation proceedings, the MARC proceeds with the appointment of a mediator or mediators pursuant to the processes specified in Articles 6.1 to 6.4. If the other party or parties explicitly refuse to participate in mediation proceedings or fail to respond within the time limit provided in Article 4.2, MARC shall so advise the requesting party or parties. In this case, MARC will close the file without refunding the case filing fee.

Article 6: Appointment of the Mediator

- 6.1 If the parties have agreed to participate in mediation proceedings, or when the contract between them contains a clause referring to the Rules, MARC will provide the parties with a list of no fewer than three persons who, in its view, are qualified to mediate the dispute. In compiling the list, MARC will take into account the mediators' subject-matter expertise, relevant professional experience, gender balance, the nature and social context of the dispute, the parties' nationalities and cultural backgrounds, and the language(s) of the mediation. Each party shall rank the nominees in order of preference and return its reply within five (5) days from the date on which the list is sent by MARC.
- 6.2 Upon receipt of the parties' preferences, MARC will determine whether the parties have identified at least one common preferred mediator or two or more common preferred mediators (in cases of co-mediation). If so, MARC will appoint the common preferred mediator or mediators.
- 6.3 If the parties have not identified one common preferred mediator or two or more common preferred mediators (in cases of co-mediation), and the parties have provided for an alternative method of appointing the mediator, MARC will follow that method. If the parties have not specified any alternative method, or the alternative method does not result in the appointment of a mediator within five (5) days of such agreement, MARC will, in its discretion, appoint a mediator or mediators (in cases of co-mediation) in light of the criteria specified in Article 6.1.
- 6.4 If the parties have not agreed on the number of mediators, MARC will determine the number in light of the nature, circumstances, and context of the dispute.¹
- 6.5 MARC may, with the consent of the parties, propose that a trainee mediator attend the mediation sessions. The trainee mediator will be bound by the same obligation of confidentiality as the appointed mediator(s).
- 6.6 Should the mediator(s) consider that they are unable to pursue their duty, the mediator(s) shall stay the mediation proceedings and promptly give notice thereof to MARC. MARC shall then proceed to appoint a replacement mediator or mediators as soon as possible upon the parties' request, pursuant to the processes specified in Articles 6.1 to 6.4.

Article 7: Independence, Neutrality, and Impartiality of the Mediator

7.1 The mediator(s) must be impartial, neutral, and independent of the parties, the subject matter of the dispute, and shall have no interest in the outcome. The mediator(s) must disclose to the parties and to the MARC any circumstances which might affect their independence and/or impartiality, including those relating to a third-party funder, where applicable. In such case, the mediator(s) may be confirmed or maintained as mediator

¹ For commercial mediation, it is generally advisable to appoint one mediator, unless the circumstances of the case justify otherwise.

only after a decision by the MARC and with the written consent of all parties.

- 7.2 The mediator(s) appointed by the MARC shall sign and submit to the MARC a declaration confirming their independence, impartiality, availability, and submission to the Rules and the Code of Ethics for Mediators.
- 7.3 Should the mediator(s) come to the view, during the course of the mediation proceedings, that there exists any factor liable to raise doubts as to their independence or impartiality, the mediator(s) shall so inform the parties and the MARC without delay. The mediator(s) shall continue the mediation proceedings if the parties thereon agree in writing. Otherwise, the mediator(s) shall stay the mediation proceedings. The MARC shall then proceed to appoint a replacement mediator or mediators pursuant to the processes specified in Articles 6.1 to 6.4.

Article 8: The Mediator's Role and the Conduct of the Mediation Proceedings

- 8.1 The mediator(s) shall help the parties to find a negotiated outcome to their dispute in accordance with the Rules and the Code of Ethics for Mediators. Any matter not expressly provided for in these Rules shall be determined by the mediator(s), in consultation with the parties, in a manner consistent with the principles of voluntary participation, confidentiality, equality, and good faith.
- 8.2 Upon accepting their appointment, the mediator(s) shall contact the parties within five (5) days of their appointment to organise the mediation proceedings. The mediator(s) may meet or communicate with the parties together or with each of them separately. The mediator(s) shall ensure, so far as possible, an equal treatment of all parties and respect of the confidentiality of the procedure.
- 8.3 In conducting the mediation, the mediator(s) may, in consultation with the parties and taking into account the circumstances of the dispute, utilise any technological means they consider appropriate, including to communicate with the parties and to hold meetings remotely.
- 8.4 If a party is supported by a third-party funder, the party shall disclose the fact and the identity of the third-party funder as soon as funding is arranged and, in any event, before the first mediation session.
- 8.5 A party may be represented or assisted by a person or persons of its choice. The name, address, and function of such persons shall be communicated to all parties and to the mediator(s) in advance of the mediation, or without delay. This communication shall also indicate the scope of authority and whether the purpose of the appointment is representation, assistance, or any other purpose. In this case, each party shall ensure that its representative(s) attending the mediation have authority to settle or that a duly authorised decision-maker is readily available during sessions.
- 8.6 Unless otherwise agreed by the parties, the expenses and fees of the mediation, including the case filing fee, are borne equally between the parties.
- 8.7 After the mediation proceedings are deemed to have commenced in accordance with Article 2, if one or more of the parties refuse to attend, after the first session, any mediation session organised by the mediator(s), the mediator(s) shall submit an end-of-mediation-proceedings report to MARC, unless the other party or parties request otherwise.
- 8.8 The mediator(s) shall also submit an end-of-mediation-proceedings report to MARC when the mediation ends without the parties having reached an agreement. The MARC shall then close the file and so inform the parties.

- 8.9 Without prejudice to relevant provisions adopted or to be adopted in the Protocols to the Rules, MARC, the mediator(s), and the parties are held to the strictest obligation of confidentiality for all matters relating to the mediation, except where disclosure is required by law, or made with the written consent of all parties and the mediator(s). No statements, admissions, views or proposals made by parties before the mediator(s) or during mediation may be subsequently used, including in arbitration or court proceedings, unless all parties have agreed to this in writing.
- 8.10 The mediator(s) shall endeavour to conclude the mediation within two (2) months from their appointment by MARC. Unless otherwise agreed by the parties, MARC may terminate the mediation proceedings on the expiry of six months from the date of appointment of the mediator(s), without refunding the administrative fees.
- 8.11 If it appears to the mediator(s) that the mediation process will not result in an agreement, the mediator(s) may terminate the mediation proceedings and submit an end-of-mediation proceedings report to MARC. At any time, after the first session of mediation, either party may bring the mediation proceedings to an end. In such a case, the mediator(s) shall submit an end-of-mediation-proceedings report to MARC.
- 8.12 Mediation proceedings are terminated when MARC receives an end-of-mediation-proceedings report pursuant to Articles 8.7, 8.8, and 8.11, or when MARC terminates the mediation proceedings in accordance with Article 8.10.
- 8.13 The mediator(s) may not be appointed as an arbitrator, or participate as counsel, expert witness, or in any other capacity, in any further proceedings concerning the dispute that is or was the subject of the mediation, except upon the written request of all parties.
- 8.14 Any agreement reached as a result of mediation proceedings shall be set out in writing in a document signed by the parties.
- 8.15 Notwithstanding Article 8.13, and upon the agreement by all parties, a party or parties may request the mediator(s) or any other person(s) to be appointed by MARC as an arbitrator to render an award by consent.

Article 9: Costs and Fees

- 9.1 The costs and fees referred to at Article 9.3 shall be set, as appropriate, in accordance with the Schedule of Costs annexed to these Rules and in effect on the date on which MARC receives the Request for Mediation.
- 9.2 Unless otherwise agreed in writing, the costs of the mediation referred to in Article 9.3 shall be borne equally by the parties. Each party shall bear its own expenses incurred in connection with the mediation, including legal fees and the costs of any experts engaged by that party.
- 9.3 The costs of the mediation shall include, but are not limited to: -
- (a) the fees of the mediator(s);
 - (b) the administrative costs of the MARC relating to the conduct of the mediation. Without limiting the foregoing, the administrative costs of the MARC may include: -
 - the case filing fee; and
 - any administrative costs.

- 9.4 The parties are free to agree directly with the mediator(s) on the mediator's fees. Unless the parties and the mediator(s) agree otherwise in writing, the annexed Schedule of Costs shall apply to determine the mediator's fees. Any alternative fee arrangement agreed by the parties and the mediator(s) regarding the mediator's fees shall be communicated to the MARC prior to the commencement of the mediation.
- 9.5 The parties shall be jointly and severally liable to MARC and to the mediator(s) for the payment of all costs and fees determined in accordance with this Article and the Schedule of Costs. Such costs and fees are payable irrespective of the outcome of the mediation.
- 9.6 Where a mediator is replaced before the conclusion of the mediation, the parties shall pay the fees and expenses incurred by that mediator up to the date of replacement, unless the MARC determines otherwise after consultation with the mediator and the parties.
- 9.7 Upon commencement of the mediation in accordance with Article 2, the MARC shall fix a provisional advance on costs intended to cover the mediator's fees and MARC's administrative costs. The provisional advance shall be payable by the parties in equal shares within fourteen (14) days of receipt of MARC's request. Payment of the provisional advance shall constitute partial satisfaction of the deposits subsequently fixed under this Article.
- 9.8 At any time during the mediation, the MARC may request additional deposits on account of anticipated costs and fees. Unless otherwise agreed in writing, such additional deposits shall be paid in equal shares within fourteen (14) days of MARC's request.
- 9.9 If a party fails to pay any deposit within the prescribed period, the MARC shall so inform the parties to enable one or more of them to make the required payment. In the absence of full payment, the mediator(s), after consultation with the MARC, may suspend or terminate the mediation.
- 9.10 MARC may apply any deposits received towards the mediator's fees and any administrative or other expenses properly incurred in connection with the mediation.
- 9.11 Upon termination of the mediation, MARC shall return any unexpended balance, if any, to the parties in proportion to their respective contributions, unless otherwise agreed.
- 9.12 The Schedule of Costs, setting out the applicable fee scales for domestic and international mediations, is published on MARC's website and may be amended by the MARC from time to time. Any amended Schedule shall apply only to mediations commenced after the date of its publication.

CODE OF ETHICS FOR MEDIATORS

Preamble

Mediators appointed under the MARC Mediation Rules 2025 play a crucial role in ensuring that mediation remains a process characterised by trust, fairness, and professionalism. This Code of Conduct for Mediators (“**Code**”) sets out the standards of ethical and professional behaviour expected of all mediators acting under the auspices of the Mediation and Arbitration Center (Mauritius) Ltd (“**MARC**”).

The Code is intended to guide mediators in the performance of their duties and to ensure that mediation administered by MARC is conducted in accordance with the highest principles of integrity, impartiality, and respect for party autonomy.

By accepting an appointment as mediator under the MARC Mediation Rules, every mediator agrees to abide by this Code.

Article 1: Role of the Mediator

The mediator(s) are neither judges nor arbitrators. Their role is to work with the parties to seek a negotiated solution by assisting them to explore and better understand their respective points of view. In no circumstances shall the mediator(s) impose terms or exert undue pressure.

The mediator(s) shall conduct the process even-handedly and with due regard to potential power imbalances, cultural sensitivities, and any vulnerabilities.

The mediator(s) shall comply with the Rules, in particular with respect to the confidentiality specified in Articles 8.2 and 8.9 of the Rules and the timeframe specified in Article 8.10 of the Rules.

Article 2: The Mediator and the Parties

The mediator(s) shall analyse each party’s position with respect to the dispute and ensure that each party fully understands the position of the other

To this end, the mediator(s) may suggest options to resolve the issues as a last resort if requested by parties, but in no circumstances shall the mediator(s) attempt to impose any terms or settlement, especially on a party that is clearly in a weak position. In their approach, the mediator(s) must be guided by principles of fairness and assist the parties with due regard to their respective interests. If the mediation concludes successfully, the mediator(s) shall invite the parties to formalise their agreement by signing a written settlement agreement. Upon the parties’ request, the mediator(s) may affix their signature to the settlement agreement to attest and as evidence of the conduct of mediation that the agreement resulted from a mediation. In this case, the mediator’s signature is preceded by the words “In the presence of X, mediator appointed by MARC.”

Mediation proceedings end when the parties sign a settlement agreement or when they are terminated in accordance with Article 8.12. From that date onwards, the mediator(s) shall not act as counsel, expert witness, or in any other capacity in connection with the dispute or its resolution, except upon the request of all parties and after giving notice thereof to the MARC.

The mediator(s) shall not permit audio or video recording of any session unless all parties and the mediator(s) consent in writing.

SCHEDULE OF COSTS

1. Application of the Schedule

- 1.1 This Schedule sets out the fee scales applicable to Domestic Mediations and International Mediations conducted under the MARC Mediation Rules 2025.
- 1.2 This Schedule is published on MARC's website and may be revised by the MARC from time to time. Any revised Schedule shall apply only to mediations commenced after its publication, unless the parties agree otherwise.

2. Definitions

- 2.1 An "International Mediation" is a mediation in which:
- (a) at least one party has its place of business outside Mauritius; or
 - (b) the place where a substantial part of the underlying obligations is to be performed, or the place most closely connected to the subject matter of the dispute, is outside Mauritius; or
 - (c) the parties have expressly agreed that the dispute or its subject matter relates to more than one State.
- 2.2 A "Domestic Mediation" is any mediation that does not fall within the definition of an International Mediation.

3. Domestic Mediation (Mauritius)

3.1 Case Filing Fee

The case filing fee for domestic mediation shall be fixed at MUR 2,500 + VAT (non-refundable) per party, subject to the exemption in paragraph 6 below.

The Requesting Party shall advance all the Case Filing Fee.

3.2 Administrative Costs

The administrative costs for domestic mediation shall be fixed at MUR 5,000 + VAT per party per case, subject to the reductions in paragraph 6 below.

3.3 Mediator's Fees

The mediator's fees for domestic mediation shall be MUR 3,000 per hour (exclusive of VAT and disbursements) per party.

The mediator's fees do not include any possible taxes such as service tax, withholding tax, and other taxes or charges applicable to the mediator's fees. The parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the mediator(s) and the parties.

4. International Mediation

4.1 Case Filing Fee

The case filing fee for international mediation shall be fixed at USD 75 (VAT where applicable), non-refundable, per party, subject to the exemption in paragraph 6 below.

The Requesting Party shall advance all the Case Filing Fee.

4.2 Administrative costs

The administrative costs for international mediation shall be fixed at USD 125 + VAT (where applicable) per party per case, subject to the reductions in paragraph 6 below.

4.3 Mediator's Fees

The mediator's fees for international mediation shall be USD 90 per hour (exclusive of VAT and disbursements), per party.

The mediator's fees do not include any possible taxes such as service tax, withholding tax, and other taxes or charges applicable to the mediator's fees. The parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the mediator and the parties.

5. Additional Services

5.1 MARC's administrative costs do not include:

- (a) mediator travel, accommodation, subsistence, or incidental expenses;
- (b) meeting or conference room rental;
- (c) transcription or stenography services;
- (d) translation or interpretation services;
- (e) videoconferencing or other technological support; or
- (f) any other ancillary service required for the conduct of the mediation.

5.2 All such additional costs shall be borne directly by the parties.

6. Fee Reductions and Exemptions for SMEs

6.1 Where at least one party to the mediation is a Small or Medium Enterprise (SME) registered with the Ministry responsible for small and medium enterprises in Mauritius, the Case Filing Fee shall be waived upon submission of satisfactory evidence of SME status.

6.2 For Domestic Mediation, where at least one party to the mediation is a registered SME, the administrative costs shall be fixed at MUR 3,750 + VAT per party. The SME party must submit proof of SME registration prior to the MARC issuing the provisional advance on costs.

6.3 For International Mediation, where at least one party to the mediation is a registered SME, the administrative costs shall be fixed at USD 100 + VAT per party. The SME party must submit proof of SME registration prior to the MARC issuing the provisional advance on costs.