

SINGAPORE MEDIATION CENTRE

COMMITTEE FOR PRIVATE EDUCATION MEDIATION RULES
(SMC-CPE Mediation Rules)

1 The Mediation Process

- 1.1 The mediation process administered by the Singapore Mediation Centre (“SMC”) is governed by the SMC-CPE Mediation Rules as set out herein and subject to the Private Education Act 2009 (No. 21 of 2009) (the “Act”) and the Private Education (Dispute Resolution Schemes) Regulations 2010 (the “Regulations”). The SMC-CPE Mediation Rules is enacted as part of the CPE Mediation-Arbitration Scheme (the “CPE Med-Arb Scheme”) which is a dispute resolution scheme established under Rule 3 of the Regulations and the Terms of Reference of CPE Dispute Resolution Schemes.
- 1.2 The CPE Med-Arb Scheme provides that all disputes arising from or relating to the provision of services by a registered private education institution to students, be first submitted to SMC for mediation, by way of referral from the Committee for Private Education, under the SMC-CPE Mediation Rules. If there is no settlement and the mediation is terminated pursuant to the SMC-CPE Mediation Rules, the dispute may be referred to arbitration by the parties under the Singapore Institute of Arbitrators (“SI Arb”)-CPE Arbitration Rules.
- 1.3 The Parties to the mediation process shall be:
- (a) Any registered Private Education Institution (“PEI”) under the Act, which may only be represented by its manager or any person authorised to make decisions on behalf of the PEI in the conduct of any dispute resolution proceedings under the Regulations (up to 2 representatives per PEI); and
 - (b) Any prospective, current, or former students from a PEI registered under the Act (“Student”). In the case of students who are less than 18 years old at the time of the application for the mediation, references to the ‘Student’ would include any parent or guardian of the student.
- (referred to singularly as ‘Party’ or collectively as ‘Parties’ as the case may be in the SMC-CPE Mediation Rules).
- 1.4 The mediation process shall involve the Parties and the Mediator(s). The mediation shall be conducted in confidence, and all communications shall be on a “without prejudice” basis.

2 Agreement for Dispute Resolution Services

- 2.1 The Party applying to refer the dispute for mediation shall elect to initiate the same by completing the Application for Dispute Resolution Services (the “Application Form”) in Annex A for mediation at a venue organised by SMC.
- 2.2 Before a mediation is carried out, all Parties must indicate their consent to participate in the mediation in one of the following ways:
- (a) the Student’s consent must be indicated by his signature in Part (E) or Part (F) (where applicable) of the Application Form; and
 - (b) for the PEI, the consent may either be indicated by the company’s endorsement in Part (G) of the Application Form for applications initiated by the PEI, or by the completion and return of the PEI

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Acknowledgement and Representation Letter at Annex B (the "Acknowledgement") to SMC for applications initiated by the Student.

- 2.3 In the case of a Student-initiated application, the PEI shall be notified by SMC of the Student's application, and the PEI shall provide the identity of the PEI's representatives for the mediation to SMC in the Acknowledgement.
- 2.4 In the case of a PEI-initiated application, it is the responsibility of the PEI to obtain the Student's signature in the Application Form to signify his prior agreement to participate in the mediation.
- 2.5 Only completed Application Forms together with payment in accordance with the Fee Schedule and clause 10.3 herein shall be accepted by SMC.
- 2.6 The Parties shall be deemed to have accepted and shall be bound by the terms of this procedure, upon completion of the Application Form and Acknowledgement.

3 **The Mediator**

- 3.1 Upon the Parties' acceptance of the terms of this procedure, SMC shall appoint a person to act as the Mediator and, where necessary, for an additional person to act as Co-Mediator.
- 3.2 SMC, in the selection, shall choose a person who, in its view, shall be best placed to serve as the Mediator. In the event that any of the Parties have justifiable reasons to object to a choice, SMC shall consider those reasons and if necessary, appoint another person.
- 3.3 A person selected as a Mediator shall disclose any circumstances likely to create an impression of bias or prevent him from acting promptly. SMC, upon receipt of such disclosure, shall appoint another person as a Mediator, unless the Parties decide otherwise.
- 3.4 The Mediator shall:
 - (a) prepare himself appropriately before the commencement of mediation;
 - (b) abide by the terms of this SMC-CPE Mediation Rules and the Code of Conduct in Annex C;
 - (c) assist the Parties in the drawing up of any written settlement agreement; and
 - (d) in general, facilitate negotiations between the Parties and steer the direction of the discussion with the aim of finding a mutually acceptable solution.

Unless expressly requested by all the Parties involved, the Mediator shall not make any ruling/finding with respect to the dispute.

- 3.5 The Mediator (or any member of his firm or company) should not act for any of the Parties at any time in connection with the subject matter of the mediation. The Mediator and SMC are not agents of, or acting in any capacity for, any of the Parties. The Mediator is not an agent of SMC.

4 **SMC**

- 4.1 SMC shall make the necessary arrangements for the mediation, including but not limited to:
 - (a) appointing the Mediator or Mediators;
 - (b) assigning a date for the mediation and organising a venue;

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- (c) organising an exchange of summaries of cases and documents; and/or
- (d) providing general administrative support.

5 Exchange of Information

- 5.1 At least ten (10) days before the mediation, the Parties shall endeavour to provide each other, the Mediator(s) and SMC the following:
- (a) a concise summary (the “Summary”) stating its case; and
 - (b) copies of all relevant documents that the Party wishes to refer to for the purposes of the mediation.
- 5.2 Each Party may also send to the Mediator or bring to the mediation documents which it wishes to disclose only to the Mediator, stating clearly in writing that the contents of these documents are to be kept confidential by the Mediator and SMC.
- 5.3 The Parties should try to agree to the maximum number of pages to be contained in their respective Summaries and on the maximum number of pages of supporting documents to be submitted. The Parties should also try to agree on a joint set of documents.

6 The Mediation

- 6.1 The mediation shall be conducted in confidence in accordance with section 9, and no transcript or formal record shall be retained. No audio-visual recording shall be made of the proceedings. Only the Mediator and the Parties shall be permitted to be present during the mediation.
- 6.2 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 proceedings.
- 6.3 The Mediator may obtain expert advice in technical matters with the consent of the Parties, who shall bear the expenses incurred. The Mediator may conduct joint meetings with all or separate meetings with each of the Parties, whether before or during the mediation.
- 6.4 For the avoidance of doubt, the meaning of “mediation” includes the definition set out in Section 3 of the Mediation Act 2017 (No. 1 of 2017) (the “Mediation Act 2017”).

7 Settlement Agreement

- 7.1 No settlement reached in the mediation shall be binding until it has been reduced to writing and signed by or on behalf of the Parties.
- 7.2 For avoidance of doubt, a settlement that has been reduced to writing may take the form of an electronic record.
- 7.3 For avoidance of doubt, where a settlement reduced to writing takes the form of an electronic record, it may be signed by applying electronic signatures.

8 Termination of Mediation

- 8.1 The Student may withdraw from the mediation at any time before the scheduled mediation session, by giving notice of withdrawal in writing to SMC, the Mediator and the other Parties.
- 8.2 The mediation shall terminate when:
- (a) a written settlement agreement is signed by the Parties;
 - (b) the Mediator decides that continued mediation is unlikely to result in settlement;
 - (c) the Mediator decides that he should withdraw from the mediation for any of the reasons stated in the Code of Conduct; or
 - (d) no settlement is reached at the end of one (1) day of mediation, or any such longer period which shall be mutually agreed by all Parties and the Mediator(s).
- 8.3 Where mediation does not take place or is not completed for any reason whatsoever, SMC may, in its absolute discretion, without further reference to the Parties or providing any reasons, terminate the Mediation. SMC may, in a further exercise of its discretion, proceed to close the matter without any service of a notice confirming the termination of the mediation on SI Arb.
- 8.4 Subject to paragraph 8.3, where mediation is terminated pursuant to paragraphs 8.2(b), 8.2(c), 8.2(d) or 8.3, SMC, shall, as soon as practicable, serve a notice confirming the termination of the mediation on SI Arb and on all the Parties.

9 Confidentiality

- 9.1 The rules contained in this section are to be read in conjunction with the Mediation Act 2017, and in particular, sections 9, 10 & 11 therein.
- 9.2 All Parties and Mediator(s) involved in the mediation shall keep confidential and not use for any collateral or ulterior purpose:
- (a) the fact that mediation is to take place or has taken place;
 - (b) any views expressed, suggestions or proposals for settlement made by another Party in the course of the mediation;
 - (c) any and all proposals suggested or views expressed by the Mediator;
 - (d) the fact that a Party had or had not been willing to accept a proposal for settlement suggested by the Mediator or another Party; and
 - (e) 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.
- 9.3 A Party, the Mediator, or SMC shall not, without the written consent of all the Parties, disclose to a third party any matter related to the items listed in paragraph 9.2 above.
- 9.4 All documents (including anything stored electronically) and/or any other information produced for, or arising in relation to, or following from the mediation shall not be discoverable in any proceedings connected with the dispute.

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9.5 The Parties shall not call the Mediator or SMC (or any employee, officer or representative of SMC) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.

9.6 Without prejudice to the foregoing, SMC shall be permitted to release the following information to CPE:

- (a) details of the mediation including but not limited to statistics on settlement rates, outcome of mediations, classification of disputes, size of claims, the nationality, age, and education level of students; and
- (b) details of the outcome to a mediation.

10 Fees

10.1 All fees payable to SMC (including the Mediator's fees) shall be borne by the Parties in accordance with the Fee Schedule set out in Annex D.

10.2 Each Party shall bear its own costs, expenses and disbursements of its participation and the fees of its advisors (if any) in relation to the mediation.

10.3 The portion of the fees payable for the mediation by the applicant Party must be paid in full upon submission of the Application Form. The remaining Party shall forward the payment of its share of the mediation fee within three (3) working days after SMC has received the remaining Party's declaration and consent to participate in the mediation.

11 Waiver of Liability

11.1 The Mediator shall not be liable to the Parties for any act or omission in connection with the services provided by him in or in relation to the mediation, unless the act or omission is fraudulent or involves professional misconduct.

11.2 SMC shall not be liable to the Parties for any act or omission in connection with the services provided by it or in relation to the mediation.

11.3 The Parties shall not make any claim against the Mediator and/or SMC, its officers and employees for any matter in connection with or in relation to:

- (a) the mediation;
- (b) the services provided by the Mediator and/or SMC; and/or
- (c) the dispute between the Parties.

12 Interpretation and Governing Law

12.1 The interpretation of any provision in the SMC-CPE Mediation Rules shall be made by SMC.

12.2 The SMC-CPE Mediation Rules shall be governed and construed in accordance with the laws of Singapore.

13 Amendments to the SMC-CPE Mediation Rules

13.1 SMC reserves the right to amend and/or vary the SMC-CPE Mediation Rules without prior notification, at its sole discretion, in accordance with the Act and Regulations.

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Annexes

Annex A	Application for Dispute Resolution Services
Annex B	PEI Acknowledgement and Representation Letter
Annex C	Mediator's Code of Conduct
Annex D	Fee Schedule

Issued by:
Singapore Mediation Centre
16 January 2020

Annex A

**APPLICATION FORM
FOR DISPUTE RESOLUTION SERVICES UNDER THE
COMMITTEE FOR PRIVATE EDUCATION MEDIATION-ARBITRATION SCHEME**

Committee for Private Education Mediation-Arbitration Scheme
c/o Singapore Mediation Centre
1 Supreme Court Lane, Level 4
Singapore 178879
Tel: (65) 6252 4226 Fax: (65) 6333 5085
Email: smcregistry@sal.org.sg Website: www.mediation.com.sg

CONDITIONS FOR APPLICATION

1. Parties who wish to have their dispute considered for mediation and/or arbitration in accordance with the Committee for Private Education (“CPE”) Mediation-Arbitration Scheme (the “Scheme”) must complete this Form.
2. For students applying to the Scheme, Part (E) of the form must be completed and signed.
3. For private education institutions applying to the Scheme, Part (G) of the Form must be completed and signed by a representative of the institution authorised to make decisions on behalf of the institution in the conduct of any dispute resolution proceedings. In addition, the student’s original signature must be obtained in Part (E) to indicate his consent to refer the dispute to the Scheme.
4. Where a student is below 18 years of age at the time of application, Part (B) must be completed and Part (F) must be signed by the student’s parent or guardian, regardless of whether this application is made by the student or the private education institute. The parent or guardian must be present at the dispute resolution proceedings.
5. Payment for the mediation process in accordance to the sums indicated in the prevailing fee schedule of the Scheme must be made by the applicant at the time of application. Payment should be by cashier’s order or cheque made payable to the “Singapore Mediation Centre”.

(A) Details of Student

Name: (As appears in NRIC/Passport)	
NRIC/Passport No:	
Date of Birth:	
Address:	
Telephone No:	(H): (Mobile):
Email Address:	

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(B) Details of Student's Parent/Guardian* <i>(Mandatory if the student is below 18 years of age at the time of application)</i>	
Name (As appears in NRIC/Passport):	
NRIC/Passport No:	
Date of Birth:	
Address:	
Telephone No.:	(H): (Mobile):
Email Address:	

(* Please delete accordingly)

(C) Details of Private Education Institution	
Name of Institution:	
Name and Designation of Representative (if available):	
Address:	
Contact No:	(O): (Mobile): (Fax):
Email Address:	

<p>(D) Description of the dispute including:</p> <p>(a) the amount in dispute; and</p> <p>(b) any other outcome the Student wishes to obtain.</p> <p>Any documents which the Applicant wishes to refer to for the purposes of mediation should be attached and submitted together with this Application Form (Documents may also be submitted directly to the Singapore Mediation Centre).</p>
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(E) Student's Declaration

I hereby declare that a dispute has arisen with the private education institution named in Part (C).

In consideration of the mediation and arbitration services provided to me under the CPE Mediation-Arbitration Scheme by SMC and SI Arb respectively, I hereby apply for the dispute described in Part (D) to be referred for mediation and for arbitration. I have read and agree to be bound by SMC-CPE Mediation Rules and the SI Arb-CPE Arbitration Rules and all steps undertaken by SMC and SI Arb for the purpose of the mediation and arbitration of this matter.

I recognise that if the mediation is terminated before a settlement is concluded, I can choose to refer the dispute to SI Arb for arbitration under the SI Arb-CPE Arbitration Rules. Should I decide not to proceed for arbitration, I will inform the CPE of my decision and the reasons in writing.

I am agreeable to details on the mediation being released to the Committee for Private Education. These details may include but are not limited to the outcome of mediation, classification of the dispute, size of the claim, the nationality, age, and education level of the parties involved.

Signature of Student

Date:

(F) Parent/Guardian's Declaration

(Mandatory if Student is below 18 years of age at the time of application)

I hereby declare that I am the parent/guardian of _____ and that a dispute has arisen between my child/ward and the private education institution named in Part (C).

In consideration of the mediation and arbitration services provided to me by SMC and SI Arb under the CPE Mediation-Arbitration scheme, I hereby apply for the dispute described in Part (D) to be referred for mediation and for arbitration. I have read and agree to be bound by the SMC-CPE Mediation Rules and the SI Arb-CPE Arbitration Rules and all steps undertaken by SMC and SI Arb for the purpose of the mediation and arbitration of this matter.

I recognise that if the mediation is terminated before a settlement is concluded, I can choose to refer the dispute to SI Arb for arbitration under the SI Arb-CPE Arbitration Rules. Should my child/ward and I decide not to proceed for arbitration; the CPE will be informed of our decision and the reasons in writing.

I am agreeable to details on the mediation being released to the Committee for Private Education. These details may include but are not limited to the outcome of mediation, classification of the dispute, size of the claim, the nationality, age, and education level of the parties involved

Signature of Parent/Guardian

Name of Parent/Guardian:

Date:

(G) Private Education Institution's Declaration

I hereby declare that:

- (a) a dispute has arisen with the student named in Part (A);
- (b) the student has voluntarily signified his consent for the dispute described in Part (D) to be referred to the CPE Mediation-Arbitration Scheme ("the Scheme"); and
- (c) I am authorised to make decisions on behalf of the institution named in Part (C) in the conduct of any dispute resolution proceedings under the Scheme.

In consideration of the mediation and arbitration services provided to the institution by SMC and SIArb under the Scheme, I hereby apply for the dispute described in (D) to be referred for mediation and for arbitration. I have read and agree to be bound by the SMC-CPE Mediation Rules and the SIArb-CPE Arbitration Rules and all steps undertaken by SMC and SIArb for the purpose of the mediation and arbitration of this matter.

I recognise that if the mediation is terminated before a settlement is concluded, I can choose to refer the dispute to SIArb for arbitration under the SIArb-CPE Arbitration Rules. Should I decide not to proceed for arbitration, I will inform the CPE of my decision and the reasons in writing.

I am agreeable to details on the mediation being released to the Committee for Private Education. These details may include but are not limited to the outcome of mediation, classification of the dispute, size of the claim, the nationality, age, and education level of the parties involved

Signature of Representative and Company Stamp

Name/Designation of Representative:

Date:

**SINGAPORE MEDIATION CENTRE
COMMITTEE FOR PRIVATE EDUCATION MEDIATION**

PEI ACKNOWLEDGEMENT AND REPRESENTATION LETTER

To:

The Committee for Private Education Mediation-Arbitration Scheme
c/o Singapore Mediation Centre
1 Supreme Court Lane, Level 4
Singapore 178879

Tel: (65) 6332 4366
Fax: (65) 6333 5085

MEDIATION APPLICATION NO.:
STUDENT:
PRIVATE EDUCATION INSTITUTION:

We, _____ **PRIVATE EDUCATION INSTITUTION**
hereby declare that:

- (1) We acknowledge receipt of the notification above.
- (2) In consideration of the mediation and arbitration services provided to us by the Singapore Mediation Centre (SMC) and the Singapore Institute of Arbitrators ("SIArb") respectively, we agree for the dispute [*Mediation Application No.*] to be mediated under the SMC-CPE Mediation Rules, and arbitrated under the SIArb-CPE Arbitration Rules if the mediation is terminated before a settlement is concluded.
- (3) We are agreeable to information regarding the outcome of the mediation under the CPE Mediation-Arbitration Scheme being released to the Committee for Private Education.
- (4) The representatives named below shall be present at the dispute resolution proceedings and have the necessary authority to make decisions on our behalf in the conduct of any dispute resolution proceedings under the CPE Mediation-Arbitration Scheme:

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Details	Representative 1	Representative 2
Name:		
NRIC/Passport No:		
Address:		
Telephone:		
Email Address:		

Signature and Official Stamp of **PRIVATE EDUCATION INSITUTION**

Name and Designation of Signatory:

Date:

**SINGAPORE MEDIATION CENTRE
COMMITTEE FOR PRIVATE EDUCATION MEDIATION**

MEDIATOR'S CODE OF CONDUCT

This Code of Conduct (this "Code") applies to all persons appointed by the Singapore Mediation Centre ("SMC") to act as Mediators in sessions held by SMC.

1 Acceptance of Assignment

1.1 The Mediator shall before accepting an assignment, be satisfied that he shall be able to conduct the mediation expeditiously and impartially.

2 Impartiality

2.1 The Mediator shall be impartial and fair to the Parties, and be seen to be so. Following from this, he shall disclose information which may lead to the impression that he may not be impartial or fair, including, that -

- (a) he has acted in any capacity for any of the Parties;
- (b) he has a financial interest (direct or indirect) in any of the Parties or the outcome of the mediation; or
- (c) he 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 SMC.

3 The Mediation Procedure

3.1 The Mediator shall act in accordance with the SMC-CPE Mediation Rules of SMC.

4 Confidentiality

4.1 Any document or information supplied for or disclosed in the course of the mediation shall be kept confidential. The Mediator shall only disclose the same if required to do so by general law, or with the consent of all the 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) shall 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.

4.3 The Mediator shall read these rules in conjunction with the Mediation Act 2017 (No. 1 of 2017) (the "Mediation Act 2017"), in particular, to sections 9, 10 and 11 therein.

5 Settlement

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- 5.1 The Mediator shall 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 A withdrawal by the Mediator shall occur:

- (a) when he 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 is required by any of the Parties to do anything in breach of this Code or the SMC's SMC-CPE Mediation Rules.

The Mediator shall, on the occurrence of (a), (b) or (c) above, immediately inform SMC of his withdrawal.

6.2 The Mediator also has the discretion to withdraw if:

- (a) any of the Parties breaches the SMC-CPE Mediation Rules;
- (b) any of the Parties acts unconscionably;
- (c) in his opinion, there is no reasonable prospect of a settlement; or
- (d) the Parties allege that he is in breach of this Code.

7 **Fees**

7.1 In accepting appointment, the Mediator expressly agrees to the remuneration as fixed by SMC, and he should not make any unilateral arrangements with any of the Parties for additional fees.

8 **Evaluation**

8.1 The Mediator shall not evaluate the Parties' case unless requested by all the Parties to do so, and unless he is satisfied that he is able to make such an evaluation.

**SINGAPORE MEDIATION CENTRE
COMMITTEE FOR PRIVATE EDUCATION MEDIATION**

FEE SCHEDULE

1 Mediation Fee

1.1 The mediation fees payable to SMC for cases lodged under the SMC-CPE Mediation Rules are as follows:

	Where the quantum of claim is S\$30,000 and below (fee includes Mediator's fees for 4 hours and rental of premises for 4 hours)	Where the quantum of claim is more than S\$30,000 and up to S\$100,000 (fee includes Mediator's fees for 1 day, rental of premises for 1 day and F&B charges for up to 3 persons per Party)
Student	\$155.52 <i>(inclusive of GST)</i>	\$496.80 <i>(inclusive of GST)</i>
Private Education Institution	\$622.08 <i>(inclusive of GST)</i>	\$1,987.20 <i>(inclusive of GST)</i>

For cases where the quantum of claim is above S\$100,000, the SMC Mediation Service - Mediation Procedure Fee Schedule shall apply.