

PRIVATE EDUCATION
MEDIATION-ARBITRATION SCHEME
ARBITRATION RULES

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MEDIATION-ARBITRATION SCHEME ARBITRATION RULES

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Rule 1 - Title/Introduction

- 1.1 These Rules shall be known as the Private Education Mediation-Arbitration Scheme's Arbitration Rules (the "**SIArb-PE Rules**"). The SIArb-PE Rules are administered by the Singapore Institute of Arbitrators ("**SIArb**") and are issued pursuant to the Private Education Act (Cap 247A) (the "**Act**"), the Private Education (Dispute Resolution Schemes) Regulations 2016 (the "**Regulations**") and the Terms of Reference for Dispute Resolution Centres (the "**Terms of Reference**"). In the event of any inconsistency, the Act, Regulations and Terms of Reference for the time being applicable shall take precedence over these Rules.
- 1.2 Where a matter has been referred for arbitration under the SIArb-PE Rules, the Parties agree and shall be taken to have agreed to resolve their disputes under these Rules in force at the commencement of arbitration.
- 1.3 A Registered Private Education Institution ("**PEI**") must appoint a manager or any other person authorised to make decisions on behalf of the PEI in the conduct of any dispute resolution proceedings under the Regulations to submit and present a case on its behalf. At any one time, a PEI may appoint up to two authorized persons to represent it in the arbitration.
- 1.4 Subject to Rule 1.5 below, a Student may submit and present his or her own case. Parents or guardians of Students may, but shall not be obliged to, submit and present the case on behalf of or together with the Student.
- 1.5 In a case where the Student is below 18 years of age, parents or guardians must participate in all steps and decisions taken by the Student. Each form submitted by a Student below 18 years of age must be accompanied by a Declaration signed by a parent or guardian in Form 6, that the parent or guardian has read the SIArb-PE Rules, and consents and agrees to the contents and submission of the form by the Student.

- 1.6 Any party may be represented by legal practitioners, subject to such proof of authority as the Arbitrator may require. Any costs incurred by any party in engaging a legal practitioner shall be borne by that party and such costs shall not be claimable in the arbitration.

Rule 2 - Commencement of Arbitration

- 2.1 The Party starting arbitration under these Rules (the "**Claimant**") shall submit a request in Form 1 in English to the SI Arb, together with payment of the Administration Fee as prescribed in Schedule 1. The Administration Fee shall be payable to the SI Arb as follows:
- 2.1.1 Where the Claimant is the Student, the Student shall pay 10% of the Administration Fee upon submission of Form 1 to the SI Arb, and the balance 90% of the Administration Fee shall be paid by the PEI within 14 working days after receipt of Form 1 from the SI Arb.
- 2.1.2 Where the Claimant is the PEI, the PEI shall pay the full Administration Fee upon submission of Form 1 to the SI Arb.
- 2.2 If the Claimant is a PEI, the Claimant shall serve Form 1 on the Respondent Student and on the SI Arb, together with proof that Form 1 has been served on such Student. Where the Student is below 18 years of age at the time Form 1 is served, the Claimant shall concurrently notify any known parents or legal guardians of the Student.
- 2.3 If the Claimant is a Student, the Claimant shall serve Form 1 on the SI Arb and the SI Arb will serve Form 1 on the Respondent PEI at its registered address.
- 2.4 Arbitration commences on the date when the SI Arb receives Form 1.

- 2.5 The President or Vice-President of the SI Arb may determine whether any Form 1 served substantially complies with the terms of these Rules read with the Act, Regulations and Terms of Reference and if the Form 1 is not so compliant may direct the SI Arb to reject the submission of the Form 1.

Rule 3 - Appointment of Arbitrator

- 3.1 Unless otherwise informed by the Parties, the President or Vice-President of the SI Arb shall appoint an arbitrator from the panel of arbitrators designated by the SI Arb for the Private Education Mediation-Arbitration Scheme (the "**Arbitrator**"), and inform the Parties of the appointment in Form 2 within 7 working days of the last date of receipt of each of the following:

- (a) Form 1 and full payment of the Administration Fee as provided in Rule 2.1;
- (b) Written notification from SMC that mediation has been terminated in accordance with the SMC-CPE Mediation Rules; and
- (c) The requisite deposit from the PEI as provided in Rule 7.

- 3.1.1 Any Party objecting to the Arbitrator shall inform the SI Arb of such objections, in Form 3, within 5 working days of being informed of the appointment, giving brief reasons why the appointment is being objected to. The President or Vice President shall decide on the objection and if allowed, appoint a substitute arbitrator as soon as reasonably possible.

Rule 4 - Arbitration Procedure

- 4.1 Within 14 working days of receiving Form 1, the Respondent shall submit to the Arbitrator with a copy to the SI Arb (or if no Arbitrator has been appointed, to the SI Arb) a defence and counterclaim (if any) in Form 4.

- 4.2 Where the Claimant is the PEI, the Student may choose whether to participate in the arbitration commenced by the PEI. The Student may choose to participate in the arbitration by submitting Form 4 within the time stated in Rule 4.1 above. If the Student does not submit Form 4 within this time, or any other time as may be permitted by the Arbitrator under Rule 9.4 below, the Arbitrator shall terminate the arbitration without prejudice to the rights of any Party, in which case the SI Arb shall refund any deposit on Arbitrator's Fee paid by the PEI. Any Administration Fee paid is not refundable.
- 4.3 Within 14 working days of receiving Form 4, the Claimant shall submit to the Arbitrator with a copy to the SI Arb (or if no Arbitrator has been appointed, to the SI Arb) a reply and defence to counterclaim (if any) in Form 5.

Rule 5 - Arbitration Proceedings

- 5.1 The Arbitrator shall have the widest discretion allowed by law to conduct the arbitration proceedings so as to ensure the just, expeditious, economic and final determination of the dispute.
- 5.2 In all cases, the Arbitrator shall act fairly and impartially and ensure that each Party has a reasonable opportunity to present its case.
- 5.3 The arbitration shall be by documents-only unless a Party specifically requests for a hearing and the Arbitrator determines a hearing to be necessary. Any hearings shall take place not later than 60 days from the commencement of arbitration, unless the Arbitrator for good reasons and after giving the Parties opportunity to comment on the proposed extension, decides to extend this time period.
- 5.4 Hearings and meetings, if required, between the Arbitrator and the Parties may take place in person or through any form of telecommunications or video conferencing platform commonly available to the Arbitrator and the Parties.

- 5.5 All other procedural matters in the arbitration shall be determined by directions of the Arbitrator which may be set out in correspondence.
- 5.6 The place of the arbitration shall be Singapore.
- 5.7 The arbitration shall be conducted in English.
- 5.8 The Arbitrator shall apply to the merits of the dispute the rules of law which the Arbitrator determines to be appropriate and may decide the dispute according to what is fair, just and equitable (i.e. *ex aequo et bono* or as *amiable compositeur*).
- 5.9 The Arbitrator may require the Parties to submit to him and to any other Party to the arbitration such further documents or information as he considers to be necessary or appropriate to his decision.

Rule 6 - The Award

- 6.1 The Arbitrator shall publish a written award which shall state the date and place it was made, reasons for the Arbitrator's decision and be signed by the Arbitrator.
- 6.2 The Arbitrator shall deliver the award to the SIArb and the SIArb shall, upon payment of all fees and other amounts due, serve a copy of the Award on each of the Parties.
- 6.3 For a documents-only arbitration the Arbitrator shall publish his award within 60 days from the commencement of the arbitration, unless the time for publishing the award is extended, on the request of the Arbitrator, by the President or Vice-President of the SIArb.
- 6.4 In the case of an arbitration where a hearing was held, the Arbitrator shall publish his award within 90 days from the commencement of the arbitration unless the time

for publishing the award is extended, on the request of the Arbitrator, by the President or Vice-President of the SI Arb.

Rule 7 — Costs & Deposits

- 7.1 The PEI shall pay to the SI Arb as a deposit 100% of the Arbitrator's Fee prescribed in Schedule 1 for the claim made by either Party in the arbitration. The PEI shall also pay as a deposit 100% of the Arbitrator's Fee prescribed in Schedule 1 for any counterclaim submitted by either Party in the arbitration.
- 7.2 Such payments set out in Rule 7.1 above shall be paid by the PEI as follows:
- 7.2.1 Where the PEI is the Claimant – the deposit for the Arbitrator's Fee for the claim shall be paid at the time Form 1 is served on the SI Arb;
- 7.2.2 Where the PEI is the Respondent – the deposit for the Arbitrator's Fee for the claim shall be paid within 14 working days after receipt of Form 1 from the SI Arb;
- 7.2.3 Where the PEI is the Claimant and the Respondent submits a counterclaim in Form 4 – the deposit for the Arbitrator's Fee for the counterclaim shall be paid within 14 working days after receipt of Form 4 from the SI Arb; and
- 7.2.4 Where the PEI is the Respondent and submits a counterclaim in Form 4 – the deposit for the Arbitrator's Fee for the counterclaim shall be paid at the time Form 4 is served on the SI Arb.
- 7.3 The SI Arb shall, from time to time, be entitled to request the PEI to furnish additional deposits in accordance with the prescribed fee in Schedule 1 towards the costs (including any costs of hearings) and expenses of arbitration as the SI Arb deems fit.

- 7.4 In the event that the PEI fails to pay the deposits as required under these Rules, the Arbitrator may, following consultation with the President or Vice-President of SI Arb, refuse to hear the claims or counter-claims, whichever is applicable, of the PEI.
- 7.5 The SI Arb shall be entitled to keep the interest from all deposits furnished by the PEI and no Party shall be entitled to any interest.
- 7.6 Subject to Rule 7.7, in making his award, the Arbitrator shall among other things decide how the deposits are to be utilised and who is to bear costs and expenses and in what proportions, provided that in any event the Arbitrator shall in the award:
- (a) Order the PEI to pay at least 90% of the costs and expenses of arbitration;
 - (b) Never order a Student to pay more than 10% of the costs and expenses of arbitration.
- 7.7 Pursuant to Rule 1.6 above, the costs of any party incurred as a result of engaging a legal practitioner shall not be considered to be part of the costs and expenses of arbitration, and shall not form part of any costs order made by the Arbitrator.
- 7.8 The fees payable to the Arbitrator and the SI Arb are those set out in Schedule 1. References made to the sum in dispute shall be the aggregate of the amounts of both the claim and the counterclaim, if any.
- 7.9 Where the amount of the sum in dispute is not quantifiable, the minimum amount of fees shall be paid as the initial deposit. The President or Vice-President of the SI Arb shall from time to time, in consultation with the Arbitrator, be entitled to estimate or attribute a value to the matters in dispute and where this is done, the amounts of deposits and fees payable shall be adjusted accordingly.

7.10 The Arbitrator shall be entitled only to the fee as set out in Schedule 1, and shall not be entitled to charge for any expenses which the Arbitrator may incur in or for the purposes of the Arbitration.

Rule 8 — Confidentiality

8.1 Subject to Rule 8.2, all Parties and Arbitrator(s) involved in the arbitration shall at all times treat all matters relating to the proceedings and the award as confidential.

8.2 A Party, the Arbitrator or the SIArb shall not, without the written consent of all the Parties, disclose to a third Party any such matter except:

- a. for the purpose of making an application to any competent court of any state under the applicable law governing the arbitration;
- b. for the purpose of making an application to the courts of any state to enforce or challenge the award;
- c. pursuant to the order of or a subpoena issued by a court of competent jurisdiction;
- d. to a Party's legal or other professional advisor for the purpose of pursuing or enforcing a legal right or claim;
- e. in compliance with the provisions of the laws of any state which is binding on the Party making disclosure;
- f. in compliance with the request or requirement of any regulatory body or other authority; or

g. in connection with information disclosed to the Committee for Private Education (“CPE”) on arbitrations under the SIArb-PE Rules, including but not limited to compiled statistics on settlement rates, outcome of arbitrations, classification of disputes, size of claims, and nationality, age and educational qualifications of Students, the identity of any Party or the nature of the dispute between the Parties to the arbitration, and provided always that the SIArb shall be at liberty to furnish to the CPE copies of all or any documents submitted by either or any of the Parties to the SIArb in relation to the arbitration as well as copies of the award (including any interim, interlocutory, partial or final award) issued by the Arbitrator in the arbitration.

8.3 In this Rule, "matters relating to the proceedings" means the existence of the proceedings, and the pleadings, evidence and other materials in the arbitration proceedings created for the purpose of the arbitration and all other documents produced by another Party to the proceedings or the award arising from the proceedings but excludes any matter that is otherwise in the public domain.

8.4 When a PEI fails to pay any Administration Fee or deposit required under these Rules, the SIArb shall be entitled to inform CPE of such failure.

Rule 9 — General

9.1 **Computation of Time.** When calculating periods of time under these Rules, such period shall begin to run on the day following the day when a notice, pleading or other communication is received.

9.2 If the last day for compliance with any rule or direction is a Saturday, Sunday or Public Holiday in Singapore, the period for compliance is extended to the next working day.

- 9.3 A "working day" means any day other than a Saturday, Sunday or a Public Holiday in Singapore.
- 9.4 The time periods set out in these Rules shall not be departed from unless the Arbitrator, for good reasons and after giving Parties opportunity to comment on the proposed extension, decides to extend the time periods.
- 9.5 **Applicable Law.** The International Arbitration Act (Cap 143A) of Singapore shall apply to the arbitration.
- 9.6 **Exclusion of liability.** The SIArb including its officers, Council members, members, employees, secretariat or agents, or any arbitrator shall not be liable for:
- a. negligence for anything done or omitted to be done in connection with any arbitration conducted under the SIArb-PE Rules; and
 - b. any mistake in law, fact or procedure made in the course of or in connection with arbitral proceedings or in the making or notifying of an award.
- 9.7 **Decisions of the President and Vice-President.** The decisions of the President or Vice-President of the SIArb with respect to all matters relating to an arbitration under these Rules shall be conclusive and binding upon the Parties and the Arbitrator. The President or Vice-President of the SIArb shall not be required to provide reasons for such decisions.
- 9.8 For the avoidance of doubt, any reference to a 'Student' or 'Students' shall include former or intending Students of PEIs (or a parent, guardian or other person who had entered into a contract with a PEI for the provision of education to a student, former student or intending student).
- 9.9 Any terms used in the Forms annexed to these Rules shall bear the same meaning as defined in these Rules.

Schedule 1

Table of Prescribed Fees

For Claims up to \$60,000.00

Administration Fee \$500.00.

Arbitrator's Fee 20% of the sum in dispute, subject to a minimum of \$600.00 and a maximum of \$2,400.00 for a documents-only arbitration.

40% of the sum in dispute, subject to a minimum of \$1,000.00 and a maximum of \$4,800.00 if a hearing is conducted.

For Claims above \$60,000.00

Administration Fee \$1,500.00.

Arbitrator's Fee 10% of the sum in dispute, subject to a maximum of \$25,000.00 for a documents-only arbitration.

20% of the sum in dispute, subject to a maximum of \$50,000.00 if a hearing is conducted.

Form 1 – Commencement of Arbitration and Statement of Claim

DETAILS OF CLAIMANT(S)

Name:	
Address:	
Telephone:	
Mobile phone:	
Email:	
Facsimile:	

DETAILS OF CLAIMANT'S REPRESENTATIVE (IF ANY)

Representative's Name:	
Relationship with Claimant:	
Address:	
Telephone:	
Mobile phone:	
Email:	
Facsimile:	

DETAILS OF RESPONDENT (S)

Name:	
Address:	
Telephone:	
Mobile phone:	
Email:	
Facsimile:	

1. Claimant declares that a dispute has arisen with the Respondent(s) mentioned above and requests that the dispute be referred to arbitration pursuant to the Private Education Mediation-Arbitration Scheme's Arbitration Rules administered by the Singapore Institute of Arbitrators ("SI Arb").

2. State the details of the claim and indicate the amount involved, if any (please attach a separate sheet if space provided here is not sufficient):

Details of claim:

Amount in dispute:

3. The supporting documents are¹ (please attach a separate sheet if space provided here is not sufficient):

List of supporting documents:

4. From the arbitration, I/we hope to get the following results:

5. Have you agreed on the appointment of Arbitrator with the Respondent² :

Yes, Parties have agreed to appoint _____ as sole arbitrator.

His/her contact details are as follows:

No, the SI Arb is to appoint sole arbitrator.

¹ Please include copies of all documents supporting the claim.

² Please tick where appropriate

6. Claimant makes a payment of the Administration Fee and the deposit for the Adjudicator's Fee (if applicable) in the amount of _____ by way of cheque³/credit card

Bank / Cheque No:	
Visa / Mastercard ⁴ No:	
Cardholder's Name:	
Expiry Date:	

7. I/We confirm that I/we give 2 sets of this form, including the attachments to the SI Arb.

Date: _____

Signature: _____

Name: _____

³ Cheque payment should be made to "Singapore Institute of Arbitrators"

⁴ Please delete as appropriate

Form 2 – Notice of Appointment of Arbitrator

To: 1. Claimant(s)
2. Respondent(s)

Copy: Sole Arbitrator

Dear Parties

SIArb's Reference No: _____

Arbitration between _____ **and** _____

The President / Vice President of the SIArb has appointed Mr/Ms _____ to act as sole arbitrator in this arbitration.

His/her contact details are as follows:

Date: _____

[SIArb's Secretariat]

Form 3 – Notice of Objection to Arbitrator

To: SI Arb

Copy: [the other Party]

Dear Sir

SI Arb's Reference No: _____

Arbitration between _____ **and** _____

I/We refer to your letter dated _____, appointing Mr/Ms _____ to act as sole arbitrator.

I/We object to his/her appointment for the following reasons:

State the reasons for objections:

I/We list and attach the following document(s) to support our objections:

--

Date: _____

Signature: _____

Name: _____

Form 4 – Statement of Defence & Counterclaim

To: Sole Arbitrator (if already appointed)

Copy: Claimant

SI Arb

SI Arb's Reference No: _____

Arbitration between _____ **and** _____

1. Respondent [admits/denies] ⁵ Claimant's claim as stated in Claimant's Form 1, dated _____.
2. State the details of the defence, if any (please attach a separate sheet if space provided here is not sufficient):

Details of defence (if any):

⁵Please delete as appropriate

3. The documents in support of the defence are⁶ (please attach a separate sheet if space provided here is not sufficient):

List of supporting documents:

4. Respondent [has/does not have]⁷ a counterclaim in this arbitration.

5. State the details of the counterclaim (if any) (please attach a separate sheet if space provided here is not sufficient):

Details of Counterclaim (if any):

Counterclaim amount (if any):

6. The documents in support of the counterclaim are⁸ (please attach a separate sheet if space provided here is not sufficient):

List of supporting documents:

Date: _____

Signature: _____

Name: _____

⁶ Please include copies of all documents supporting the defence.

⁷ Please delete where appropriate.

⁸ Please include copies of all documents supporting the counterclaim.

Form 5 – Statement of Reply and Defence to Counterclaim

To: Sole Arbitrator

Copy: Respondent

SI Arb

SI Arb's Reference No: _____

Arbitration between _____ **and** _____

1. Claimant [admits/denies] ¹ the Respondent's defence as stated in Form 4, dated _____.
2. State the details of the reply to defence (please attach a separate sheet if space provided here is not sufficient):

Details of reply to defence:

¹Please delete as appropriate

3. The documents in support of the reply to defence are (please attach a separate sheet if space provided here is not sufficient)²:

List of supporting documents:

4. Claimant [admits/denies] ³ the Respondent's counterclaim as stated in Form 4, dated _____.

5. State the details of the defence to counterclaim (please attach a separate sheet if space provided here is not sufficient):

Details of defence to counterclaim:

² Please include copies of all documents supporting the reply to defence

³ Please delete where appropriate.

6. The documents in support of the defence to counterclaim are (please attach a separate sheet if space provided here is not sufficient)⁴:

List of supporting documents:

Date: _____

Signature: _____

Name: _____

⁴ Please include copies of all documents supporting the defence to counterclaim

Form 6: Parent's / Guardian's Declaration¹

RE: _____ (Title of the arbitration)²

I am the parent / guardian* of _____ (Student's name)³ (the "Student").

I refer to the accompanying Form to be submitted by the Student.

I have read the accompanying Form and the SI Arb-PE Rules, and I consent and agree to the contents and submission of the Form by the Student.

Name:

Signature:

Date:

* *please delete as appropriate*

¹ This Form should be attached to and accompany each Form submitted by a student who is below 18 years of age at the commencement of the arbitration

² State the title of the arbitration or the arbitration number, if known

³ Please insert the name of the student