

Copyright Licensing and Administration Society of Singapore

DISPUTE RESOLUTION POLICY

Last updated on 22 April 2024

1. GENERAL

1.1 This dispute resolution policy may only be amended by a general meeting of CLASS members.

1.2 Any amendment is void to the extent that it is inconsistent with the Copyright (Collective Management Organisations) Regulations 2023 (the “**Regulations**”).

2. NOTICES OF DISPUTE

2.1 Any member, user or intending user who wishes to raise a dispute with CLASS shall give to CLASS a written notice of dispute (“**Notice of Dispute**”).

2.2 A Notice of Dispute shall:

- (i) include the full name and contact details of the person giving the Notice of Dispute;
- (ii) include any and all information and documents which the person giving the Notice of Dispute wishes for CLASS to consider in deciding on the dispute; and
- (iii) be sent to CLASS by email at the following addresses, and marked to the attention of Mr. Andrew Fong, CEO:

By Email

info@class-singapore.com

2.3 Upon receipt of a Notice of Dispute, CLASS shall:

- (i) act in good faith and reasonably in investigating the matters raised in the Notice of Dispute, deciding on the dispute, and otherwise dealing with the dispute;
- (ii) issue its decision on the Notice of Dispute in writing, within twenty-one (21) days from the date of receipt of the Notice of Dispute; and
- (iii) in the event that it issues an adverse decision, provide one or more reasons for the decision.

3. APPEAL PROCEDURE

3.1 If the person giving the Notice of Dispute is dissatisfied with CLASS’s decision issued under paragraph 2.3 above, he may appeal against the decision by giving to CLASS a written notice of appeal (“**Notice of Appeal**”) within fourteen (14) days from the date of issuance of the decision.

3.2 A Notice of Appeal shall:

- (i) include one or more reasons why the person giving the Notice of Appeal believes that CLASS’s decision is wrong;
- (ii) include any and all additional information and documents (apart from the information and documents included in the Notice of Dispute) which the person giving the Notice of Appeal wishes for CLASS to consider in deciding on the appeal; and

- (iii) be sent to CLASS by registered post or email at the addresses provided at paragraph 2.2(iii) above.

3.3 Upon receipt of a Notice of Appeal, CLASS shall:

- (i) act in good faith and reasonably in investigating the matters raised in the Notice of Appeal, deciding on the appeal, and otherwise dealing with the appeal;
- (ii) issue its decision on the Notice of Appeal in writing, within twenty-one (21) days from the date of receipt of the Notice of Appeal; and
- (iii) in the event that it decides to maintain its original decision, provide one or more reasons for the decision.

3.4 If no Notice of Appeal is received by CLASS within the time period specified in paragraph 3.1 above, CLASS's decision on the Notice of Dispute shall be final. If a Notice of Appeal is given, CLASS's decision on the Notice of Appeal shall be final.

4. IPOS'S DIRECTION TO MEDIATE

4.1 If, after it has given its final decision on a dispute pursuant to paragraph 3.4 above, CLASS is directed by the Intellectual Property Office of Singapore ("IPOS") to mediate the dispute, CLASS shall notify the member, user or intending user (as the case may be) of such direction and seek written confirmation on whether the latter is agreeable to taking part in mediation on the terms set out in paragraph 4.4 below.

4.2 If the member, user or intending user (as the case may be):

- (i) does not respond in writing to the notice given by CLASS under paragraph 4.1 within fourteen (14) days from the date of the notice, indicating its agreement to take part in mediation; or
- (ii) does not agree to take part in the mediation on the terms set out in paragraph 4.4 below,

CLASS shall be entitled to regard the member, user or intending user as having refused to take part in the mediation and to inform IPOS accordingly.

4.3 In the event that the member, user or intending user (as the case may be) indicates its agreement to take part in the mediation, the dispute will be referred to mediation.

4.4 Where the dispute is referred to mediation pursuant to paragraph 4.3, unless IPOS otherwise directs:

- (i) The mediation shall take place at the Singapore Mediation Centre ("SMC"), in the English language and in accordance with SMC's Mediation Procedure in force for the time being. Each party to the mediation must be represented by an individual with the authority to negotiate and settle the dispute on its behalf. There will a sole mediator which, unless otherwise agreed by the parties, will be appointed by SMC. The parties agree to be bound by any settlement agreement reached; and
- (ii) The SMC's fees and the mediator's fees will be shared equally between or among the parties. Additionally, each party shall bear its own costs (including any legal costs) and expenses incurred in connection with preparing for and participating in the mediation.

5. NO IMPACT ON RIGHTS

Nothing in this dispute resolution policy affects any rights of CLASS or any of its members, users or intending users, including the right of either of them to refer the dispute to the Copyright Tribunal.

6. COSTS

Each of CLASS and any party giving a Notice of Dispute pursuant to paragraph 2.1 above or a Notice of Appeal pursuant to paragraph 3.1 above shall be responsible for its own costs (including any legal costs) and expenses incurred in connection with preparing the Notice of Dispute and Notice of Appeal (including any supporting information and documents), investigating the relevant matters, and taking any other steps as may be required to abide by this dispute resolution policy.

7. DEROGATION OF THE CLASS MEMBERSHIP AGREEMENT FROM THIS POLICY

7.1 The CLASS Membership Agreement may derogate from this dispute resolution policy in respect of any matter:

- (i) for which provision is not required under Division 5 of the Regulations; and
- (ii) that this dispute resolution policy expressly specifies is subject to derogation.