

## TERMS AND CONDITIONS

An applicant who is younger than 21 years old is required to obtain his/her Parent's/Legal Guardian's consent on the Course Application Form.

By submitting the Course Application Form, the Applicant and his/her Parent/Legal Guardian agree to be bound by the Terms and Conditions.

### 1. DEFINITIONS

1.1 In this General Terms and Conditions, unless the context otherwise requires, the following terms and expressions shall have the following meanings:

“Course” means the relevant course as set out in each Course Information Sheet which the Trainee is applying to participate in.

“Course Fee” means the amount of course fee set out in applicable Course Information Sheet.

“Course Information Schedule” means the course information sheet or record issued by SMA from time to time setting out the particulars and terms and conditions relating to each Course provided by SMA and/or any other third party.

“Parties” means SMA and the Trainee, and “Party” means any of them.

“SMA” means Singapore Media Academy Private Limited, and its permitted assigns.

“Special Conditions” means any special condition(s) set out in the relevant Course Information Sheet.

“Trainee” means the individual who has applied to participate in a Course.

“SSG” means the Skillsfuture Singapore.

“WSQ” or the Singapore Workforce Skills Qualifications, is a national credentialing system that trains, develops, assesses and recognises adult workers for competencies they need to stay employable. Based on standards developed by SSG and various industries, WSQ ensures workers acquire skills needed by employers at the workplace. With clear progression pathways, workers can also use WSQ to upgrade their skills and plan their careers. As training and assessment are competency-based, not academic-based, workers have to demonstrate the right competencies before they are certified. Experienced workers however, can receive WSQ certification without training. WSQ is accessible to all workers, as its entry criteria are skills and knowledge, not formal qualifications. The quality of WSQ is assured by SSG, from the development of competency standards, accreditation of training providers to the award of its qualifications.

1.2 In this General Terms and conditions, unless the context otherwise requires:

- a) words importing the singular number shall include the plural number, and vice versa;
- b) the headings to the clauses shall not be taken into consideration in the interpretation or construction thereof;
- c) references to documents include variations and replacements thereof and supplements thereto;

- d) references to statutes and other legislation include re-enactments and amendments, and include any subordinate legislation made under such statute;
- e) words and phrases with initial letters capitalized are defined terms, and if not otherwise defined hereunder, shall have the meanings set out in the Course Information Sheet.

## **2. UNDERTAKINGS BY TRAINEE**

2.1 The Trainee hereby agrees and undertakes as follows:

- a) all information provided in respect of the Course (including all information relating to his/her personal particulars, career details etc) is complete, true and accurate;
- b) he/she satisfies all applicable eligibility criteria for the Course and any other Special Conditions imposed by SMA;
- c) that he/she shall fully comply and observe these General Terms and Conditions and the terms and conditions set out in the relevant Course Information Sheet. The Trainee agrees that the aforesaid terms and conditions may be amended and/or varied by SMA from time to time and shall apply to the Trainee upon such amendment and/or variation;
- d) that he/she shall conduct himself/ herself in a responsible, competent and professional manner at all times. The Trainee shall not in any way, intentionally, without valid reason, render himself/herself unable or unsuitable to pursue the Course;
- e) that he/she shall observe and abide by the applicable rules and regulations imposed at the venue(s) that the Course or any part thereof is conducted;
- f) that he/she shall be responsible for the proper use and maintenance of all property and facilities belonging to SMA or any other party for whose premises or facilities are being used for the Course or any part thereof. The Trainee shall be responsible for any misuse of the premises, the property and/or facilities, and for any loss or damage thereto;
- g) that he/she shall attend not less than 75% of the Course (or such other minimum attendance requirement as SMA may determine from time to time). Failure to achieve the minimum attendance requirement may render the Trainee ineligible to receive a certificate of attendance;
- h) that he/she shall submit a complete and accurate attendance record in the manner prescribed by SMA and comply with and observe all applicable terms and conditions to the satisfaction of SMA. In determining whether the Trainee has fulfilled the conditions, SMA's decision shall be final;
- i) that he/she consents to SMA making audio and/or audio visual recordings and/or taking photographs of the Trainee in respect of his/her participation in the Course and all related or ancillary activities, and further consents and agrees to such recordings and/or photographs being used by SMA for its publicity and promotional purposes;

- j) that he/she shall not, and shall not permit any other person to use or reproduce any content or material (whether in whole or in part) provided to the Trainee in respect of the Course without prior written consent of SMA; and
- k) that he/she shall participate in any survey conducted by SMA relating to the Course or any SMA programme, and to provide updates of his/her career status and progression and such information as may be required by SMA.

## 2.2 The Trainee further agrees that:-

- a) SMA shall have the discretion to determine all matters relating to the Course, and the Trainee shall accept and abide by all decisions made in relation thereto. In particular, and without prejudice to the foregoing, SMA has the right to change or vary the Course curriculum and/or the schedule and/or venue; and
- b) SMA shall have the right to deny entry to and/or to remove the Trainee from the Course, or from any venue(s) that the Course or any part thereof is conducted as SMA may reasonably deem fit. Without prejudice to the foregoing, circumstances under which SMA may exercise such discretion include, without limitation, where the Trainee may have contracted any infectious disease, or if the Trainee's presence or behavior is unduly disruptive to the proper conduct of the Course.

## 3. COURSE FEE

3.1 The Course Fee (inclusive of applicable Goods and Services Tax) applicable for each Course is set out in the Course Information Sheet. Any co-payment or subsidized amount of the Course Fee is subject to the Trainee meeting all applicable eligibility criteria and complying with and fulfilling all the Special Conditions to the satisfaction of SMA (if any).

3.2 Any Course Fee (or part thereof) payable by the Trainee shall be made by way of cheque to "Singapore Media Academy Private Limited". Receipt of payment of the Course Fee (or part thereof where applicable) by SMA shall not be deemed as acceptance of the Trainee for the Course and neither shall it be deemed as confirmation that SMA will proceed with the Course. SMA hereby reserves the right not to proceed or to cancel the Course or amend the dates and times set out in the Course Information Sheet or revise the contents of the curriculum specified in the Course Information Sheet for any reason whatsoever that SMA may in its sole discretion decide.

3.3 No Course Fee or any part thereof may be refunded except (a) in the event that SMA does not proceed with or cancels the Course for any reason whatsoever, or (b) as expressly stated (if any) in the Course Information Schedule.

3.4 Any refund of the Course Fee or such part thereof shall be made as soon as practicable by SMA. All refunds shall be made by way of cheque payment issued to the name of the Trainee.

SMA shall at no time be responsible to the Trainee for any grants, disbursements and/or allowances due from any other party.

3.5 Any extra materials required for the Course, and/or any assignment and/or assessment are not included in the Course Fee. The costs for any such extra materials shall be borne by the Trainee.

#### **4. INDEMNITY**

4.1 The Trainee shall indemnify and keep SMA and/or any of their respective subsidiaries, affiliates, licensees, agents, employees and assignees, harmless from and against any claims, damages, costs, judgments, losses or expenses (including reasonable legal fees on an indemnity basis) which may be sustained or suffered by or secured against SMA and/or any of their respective subsidiaries, affiliates, assignees, licensees, agents, officers, directors or employees arising out of any breach by the Trainee of any of its covenants, representations, warranties or agreements contained in this Agreement, or arising from this Agreement.

4.2 To the extent permitted by law, SMA shall be under no liability whatsoever to the Trainee or his/her personal representatives in respect of any loss, damage or injury to life or property howsoever occurring. For the avoidance of doubt, SMA shall at no time be responsible to the Trainee for any grants, disbursements and/or allowances due from any other party.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 SMA shall own all intellectual property rights, including all copyright, goodwill and all other rights in respect of all content in respect of the Course (except for selected materials licensed from third parties) and all other works performed or created pursuant to or in the course of this Agreement (collectively referred to as "Intellectual Property Rights"). Where the Trainee is entitled to any Intellectual Property Rights by virtue or pursuant to any applicable laws in force in any part of the world, he/she shall assign to SMA all such Intellectual Property Rights for the whole period of such rights, including any renewal, reversions or extensions thereof. The Trainee agrees and undertakes that he/she shall not, and shall not permit any other person, to use or reproduce any content or material (whether in whole or in part) provided to the Trainee in respect of the Course without the prior written consent of SMA.

5.2 Notwithstanding Clause 5.1, if any Intellectual Property Rights are to be retained by the Trainee, the Trainee hereby grants to SMA a perpetual irrevocable royalty-free license in relation to such Intellectual Property Rights.

5.3 This Clause 5 shall survive the expiry or termination of this Agreement.

#### **6. CONFIDENTIALITY**

6.1 Any confidential information acquired or obtained by the Trainee in the course of the Course or in relation to this Agreement shall be kept confidential, and the Trainee shall not use or disclose such confidential information to any third party without the prior written consent of SMA. This confidential provision shall survive the termination or expiration of this Agreement.

#### **7. TERMINATION**

7.1 SMA may forthwith terminate this Agreement by written notice to the Trainee in any of the following events:

- a) if the Trainee is in breach, or refuses, neglects or fails to comply with any terms and conditions herein or any applicable terms and conditions set out the Course Information Sheet;
- b) if SMA is reasonably satisfied that the Trainee is guilty of any misconduct to render him/her not suitable to continue with the Course; or
- c) for such other reason as SMA may in its sole discretion decide.

7.2 In event of termination, the Trainee shall forthwith cease to be allowed to participate in the Course or any activities in relation thereto and shall be liable to SMA for all the relevant costs incurred in relation the Trainee's participation in the Course, Provided Always that such termination shall be without prejudice to any other rights and remedies of SMA at law and/or in equity.

## **8. GENERAL PROVISIONS**

8.1 No amendments: Save as provided herein, this Agreement shall not be altered, changed, supplemented, or amended except by written instruments signed by the Parties hereto.

8.2 No Partnership: Nothing in this Agreement shall constitute a partnership between the Parties hereto nor constitute one Party the agent or employee of the other Party or Parties and vice versa.

8.3 Assignment:

- a) All rights and obligations hereunder are personal to the Trainee and the Trainee shall not assign any such rights and obligations to any third party.
- b) SMA shall be entitled to assign any or all its rights and obligations under this Agreement at its discretion.

8.4 No Waiver: No failure by any Party hereto to exercise and no delay by any Party hereto in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise by any Party hereto of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy by such Party.

8.5 Severance: Any one or more clauses, stipulations or provisions in this Agreement, or any part thereof, which is declared or adjudicated to be illegal, invalid, prohibited or unenforceable under any applicable law in any jurisdiction shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating, vitiating or rendering unenforceable the remaining clauses, stipulations or provisions of this Agreement, and any such illegality, invalidity, prohibition or unenforceability in any jurisdiction shall not invalidate, vitiate or render unenforceable any such clauses, stipulations or provisions in any other jurisdiction.

8.6 Notices:

- a) Any notices, demands or other communications required or permitted to be given or made hereunder to the Trainee shall be made to any of the contact particulars of the Trainee set out in the Trainee's Application Form or such other contact particulars as may be provided by the Trainee from time to time.
- b) Any notices, demands or other communication required or permitted to be given or made hereunder to SMA shall be shall be in writing by prepaid registered post to the registered address of SMA.

8.7 Contracts (Rights of Third Parties) Act: A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms. The rights under the Contracts (Rights of Third Parties) Act are hereby expressly excluded.

8.8 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the substantive laws of Singapore. The Parties agree that the Courts of Singapore shall have jurisdiction to hear and determine any action or proceeding arising out of or in connection with this Agreement and for that purpose irrevocably submit to the exclusive jurisdiction of such Courts.

## APPLICANT'S DECLARATION

1. I declare that all the information contained in this Registration Form is true and correct and given of my own free will. I expressly authorize Singapore Media Academy Private Limited ("Singapore Media Academy") to provide any information disclosed in this Registration Form to the Skillsfuture Singapore ("SSG") and/or any party for any purpose in connection with the WSQ courses, subsidy schemes and for any other training courses or programmes. I acknowledge and agree that if I am found to have deliberately provided any false information in this Registration Form or the supporting documents at any time, Singapore Media Academy may terminate my enrolment in any course forthwith without any refund of Course fees already paid and/or shall be entitled to claim against me for the portion of the Course attended by me up to that point.

2. I understand and agree that Singapore Media Academy can use my particulars above to contact me for any purpose in connection with the course I have applied for.

3. I understand that in the event of my failure to complete a Course after the commencement of the Course, any Course fee subsidy which I have applied for under Part 7 and was approved shall no longer apply and I shall be liable to pay Singapore Media Academy the full, unsubsidized Course fees.

3.1 A failure to complete the Course shall be defined as any of the following: (1) leaving the Course, either through withdrawal from of your own accord or termination of your Course enrolment by Singapore Media Academy for any reason, or (2) failure to achieve 75% attendance rate and/or failure to be assessed for any of the Course, or (3) having been assessed for the Course, you failed to meet the passing requirements for the Course.

4. I agree to participate in any survey administered by the Singapore Media Academy on behalf of SSG and/or any party for any purpose in connection with the training courses.

5. I confirm that I have read, understood and agree that I accept and shall be bound by the Terms and Conditions.

## COMPANY'S DECLARATION

I confirm that I am an authorized official of the Applicant's employer ("Company") and that I am duly authorized to make the following declarations and commitments on behalf of the Company, which are binding on the Company thereof.

The Company is willing to finance and support the Applicant, who is our current employee, to attend the Course. If the Applicant is admitted by Singapore Media Academy for any course, the Company understands and agree that it will pay all required course fees (less any approved subsidy under the relevant scheme) and that it will allow the Applicant to attend course lessons except for serious emergencies.

In the event that the Applicant withdraws from the course for whatever reasons, fails to meet the 75% attendance requirement, fails to sit for all required assessments, fails to meet passing requirements in the course assessments or otherwise fails to complete the course, we acknowledge that the Applicant will forfeit all subsidies for the Course fees under any previously approved subsidy scheme. In that event, the Company agrees that it shall be liable to pay Singapore Media Academy all outstanding Course fees on a full and unsubsidized basis.