

Terms and Conditions for SkillsFuture Credit Eligible Courses

1. Scope of Terms and Conditions

1.1 Amongst other things, these Terms and Conditions shall apply to Courses (defined below).

2. Definitions

2.1 In these Terms and Conditions, the following words and expressions shall have the following meanings:-

- (a) 'Applicant' refers to a Singapore Citizen who undertakes or seeks to undertake a Course.
- (b) 'Qualifying Fees' means:-
 - (i) Course Fees;
 - (ii) Certification Fees;
 - (iii) Assessment Fees; and
 - (iv) goods and services tax ("GST") imposed under the *Goods and Services Tax Act* (Chapter 117A) on any services or goods paid by way of any of the fees mentioned in Clauses 2.1(b)(i) to 2.1(b)(iii) above,

payable by the Applicant to the Training Provider on account of his undertaking a Course, but shall not include Excluded Fees.

'Course Fees' means the fees (not including Certification Fees, Assessment Fees and GST) charged by the Training Provider on account of the Applicant's undertaking of a Course, and expressed or to be expressed by the Training Provider in its invoice or bill as 'Course Fees'.

'Certification Fees' refers to fees charged by the Training Provider for the certification (of any kind) of the Applicant pursuant to his undertaking of a Course, and expressed or to be expressed by the Training Provider in its invoice or bill as 'Certification Fees'.

'Assessment Fees' refers to fees charged by the Training Provider for conducting an assessment (of any kind) of the Applicant pursuant to his undertaking of a Course, and expressed or to be expressed by the Training Provider in its invoice or bill as 'Assessment Fees'.

- (c) 'Excluded Fees' means:-

(1) fees charged by the Training Provider for providing the Applicant with:-

- (i) registration services of any kind;

- (ii) materials or goods of any kind;
- (iii) administrative services of any kind;
- (iv) memberships of any kind; or
- (v) hardware or software of any kind,

and

(2) fees charged by any person for providing to or procuring for the Applicant insurance coverage.

- (d) 'Course' refers to a course conducted by the Training Provider which is listed on the Course Directory.
- (e) 'Course Directory' refers to the course directory found on the website at www.skillsfuture.sg or such other website which operates in lieu thereof.
- (f) 'Parties' refers to both SSG and the Training Provider, and 'Party' refers to any one of them.
- (g) 'SkillsFuture Credit' shall be as described at www.skillsfuture.sg or such other website which operates in lieu thereof.
- (h) 'Training Provider' refers to the training provider who is party to these Terms and Conditions.
- (i) 'SSG' refers to the SkillsFuture Singapore Agency.
- (j) 'Marketing Information' shall mean information conveyed by the Training Provider to third parties with the effect of, or for the purposes of, publicising, promoting or marketing Course(s). This may include (without limitation) printed brochures and online publicity contents.
- (k) 'Marketing Guidelines' refers to guidelines as may be issued by SSG from time to time:-
 - (i) relating to Marketing Information and / or practices for marketing, publicising or promoting Courses; and
 - (ii) notified to the Training Provider.
- (l) 'Referral Award' refers to a reward (in whatever form, monetary or otherwise) given (whether directly or indirectly) to someone for referring an Applicant.
- (m) References to any gender shall include all genders.
- (n) References to 'person' shall be construed to include (without limitation) any individual, company, corporation, firm, partnership, association, organisation, or statutory body (in each case, whether or not having separate legal personality).

3. Courses and Course Directory

3.1 The Training Provider acknowledges and agrees that:-

- (a) SSG operates the Course Directory;
- (b) during the term of operation of this agreement, SSG shall be entitled, from time to time, to list and delist courses conducted by the Training Provider on / from the Course Directory; and
- (c) individuals will be able to apply to use SkillsFuture Credit to pay for any Course.

3.2 The Training Provider shall promptly update SSG on the following types of changes:-

- (a) change of the name of any Course;
- (b) change of fees charged for any Course;
- (c) cessation of provision of any Course; and
- (d) such other types of changes as may be specified by SSG to the Training Provider from time to time.

The Training Provider undertakes that any information it provides to SSG pursuant to this Clause 3.2 will be accurate and complete.

4. Qualifying Fees

4.1 Where an Applicant registers for a Course with the Training Provider, the Training Provider shall immediately upon registration furnish the Applicant with documentation showing:-

- (i) the commencement date of the run of the Course registered for;
- (ii) the amount of SkillsFuture Credit the Applicant will apply to SSG to use for the purposes of paying the Qualifying Fees (or any part thereof); and
- (iii) the balance of the Qualifying Fees to be paid by the Applicant directly.

4.2 The Training Provider shall not express, in any invoice or bill to an Applicant, any of the Excluded Fees as 'Course Fees', 'Certification Fees' or 'Assessment Fees'.

4.3 In respect of any run of a Course, where the Applicant indicates that he will be applying for SSG to pay Qualifying Fees to the Training Provider using SkillsFuture Credit, the Training Provider shall not collect from the Applicant the amount of Qualifying Fees meant to be paid by SSG using SkillsFuture Credit, unless:-

- (i) by the commencement of the run of the Course, SSG has not furnished the Training Provider with a notification informing the Training Provider of SSG's approval of the Applicant's application to use SkillsFuture Credit (the "Approval Notification");

- (ii) where SSG has furnished the Training Provider with the Approval Notification, SSG thereafter furnishes the Training Provider with a notification saying that the Applicant's application to use SkillsFuture Credit has been cancelled; or
 - (iii) where SSG furnishes the Training Provider with the Approval Notification, the amount of SkillsFuture Credit approved for use as indicated in the Approval Notification is less than the amount of Qualifying Fees the Applicant intended to be paid by SSG using SkillsFuture Credit (in which case, the Training Provider may collect the difference).
- 4.4 The Training Provider undertakes that the amount of Qualifying Fees it charges will not vary based on whether or not the Applicant applies to use SkillsFuture Credit to pay the Qualifying Fees.
- 4.5 The Training Provider shall not:-
- (a) pay an Applicant any monies on account of any Qualifying Fees it received from SSG pursuant to any application for use of SkillsFuture Credit submitted by the Applicant; or
 - (b) enter into any agreement with the Applicant for such payment.
- 4.6 Where an Applicant:-
- (a) had cancelled his registration or enrolment in the run of a Course; or
 - (b) does not attend, or did not register or enrol for, the run of a Course,
- for which he had applied for SSG to pay the Training Provider Qualifying Fees using SkillsFuture Credit, the Training Provider shall immediately return to SSG any Qualifying Fees it received from SSG as a result of such application.

5. Applications and Cancellations

- 5.1 In the event that the Training Provider cancels, or changes the date of commencement of, a run of a Course, the Training Provider shall furnish all Applicants registered for that run with prior written notice of such cancellation or change of date at least three (3) calendar days prior to the revised date or original date of commencement of that run, whichever is earlier.
- 5.2 The Training Provider shall not under any circumstance submit any application for use of SkillsFuture Credit for or on behalf of an Applicant.
- 5.3 (a) Subject to Clause 5.3(b) below, the Training Provider shall not in any way influence an Applicant in his choice of whether to submit or cancel his application for use of SkillsFuture Credit, or as to the amount of SkillsFuture Credit to use.
- (b) Marketing, publicising or promoting a Course in a manner complying with Clause 6A below shall not, on its own, be deemed to be the influencing of an Applicant in the manner described in Clause 5.3(a) above.

6. Retention and Furnishing of Documentation and Records

6.1 (a) The Training Provider shall ensure that, for three (3) years after the commencement of each run of a Course, it has in its possession:-

- (i) copies of all documentation that is required under this agreement to be furnished by the Training Provider to Applicants for that run;
- (ii) documentation showing any payment of Qualifying Fees made directly to it by Applicants for that run;
- (iii) records of the full names, NRIC numbers, and nationalities of all Applicants for that run; and
- (iv) attendance records signed by the Applicants for that run, such attendance records to state clearly the Course title, the duration of that run, and the dates and timings (being the start and end times) of each lesson in that run.

For the avoidance of doubt, termination of this agreement shall not affect the Training Provider's obligation to retain documentation and records for the length of time stipulated in this Clause 6.1(a).

(b) The Training Provider shall furnish to SSG, within fourteen (14) calendar days after SSG's written request, any of such documentation or record (as referred to in Clause 6.1(a) above) as SSG may request for from time to time.

6.2 Without prejudice to SSG's other rights under this agreement, the Training Provider shall, within fourteen (14) calendar days after the date of SSG's written request, furnish SSG with such information or documentation showing that the Training Provider had complied with the provisions of this agreement.

6.3 SSG shall be entitled to enter, without prior notice to the Training Provider, the place of business of the Training Provider during the operating hours of the Training Provider to inspect and / or make copies of the records or documentation mentioned in Clause 6.1(a) above.

6A. Marketing and Publicity

6A.1 The Training Provider shall not market or represent (or cause to be marketed or represented) any course not listed on the Course Directory as a course which can be paid for using SkillsFuture Credit.

6A.2 All Marketing Information shall:-

- (a) not be misleading or false in any way; without prejudice to the generality of the aforesaid, Marketing Information shall not state or imply that only Courses provided

by a particular Training Provider may be paid for using SkillsFuture Credit, nor describe any Course payable by way of SkillsFuture Credit as free of charge;

- (b) not (in any way) bring SSG into disrepute or lower the reputation of SSG; and
- (c) be in compliance with all applicable laws, and not infringe the rights of any third party.

6A.3 Further, the Training Provider shall:-

- (a) ensure that all Marketing Information and its practices for marketing, publicising and promoting Courses comply with the Marketing Guidelines, unless such compliance is dispensed with by SSG in writing;
- (b) not offer or provide any Referral Award;
- (c) not conduct lucky draws with the effect of, or for the purposes of, attracting Applicants;
- (d) not offer or provide vouchers or other similar incentives with the effect of, or for the purposes of, attracting Applicants; and
- (e) not request for, or make use of, the SingPass of any Applicant.

6A.4 In the event of any inconsistency between the Marketing Guidelines and the terms set out herein, the latter shall prevail.

7. General

7.1 SSG shall be entitled to unconditionally disclose any information or documentation furnished by, or acquired from, the Training Provider pursuant to this agreement to:

- (i) the Government of the Republic of Singapore; and
- (ii) any contractor, agent or third party appointed or engaged by SSG to maintain, enhance or repair SSG's computer system(s), or perform any of its (SSG's) obligations or activities contemplated to be performed by SSG under this agreement.

7.2 This agreement sets out the whole agreement between the Parties in respect of its subject matter and supersedes any prior written or oral agreement between them relating to the said subject matter, and the Parties confirm that they have not entered into this agreement on the basis of any representation that is not expressly incorporated herein. Except as otherwise provided under Clause 7.9 below, no variation of or amendment to this agreement shall bind either Party unless made in writing and signed by both Parties. Nothing in this agreement shall be deemed to constitute or create any employer-employee, agency, partnership, joint venture, or fiduciary relationship between the Parties.

7.3 SSG shall not be liable to the Training Provider for any loss, damage, costs or expense of any nature whatsoever incurred or suffered by the Training Provider in connection with

or arising under this agreement. This Clause 7.3 operates to the full extent permitted by law.

7.4 This agreement shall be governed by and interpreted in accordance with Singapore laws, and the courts of Singapore shall have non-exclusive jurisdiction to adjudicate any dispute arising from or in connection with this agreement.

7.5 For the purposes of the *Contracts (Rights of Third Parties) Act* (Chapter 53B), this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

7.6 If, in respect of any run of a Course, the Training Provider fails to comply with Clause 4.1, 4.3, 4.4, 4.5, 5.1, 5.2 or 6.1, the Training Provider shall upon demand by SSG repay to SSG all Qualifying Fees paid by SSG to the Training Provider in connection with that run.

7.7 (a) This agreement shall operate until such time as it is terminated.

(b) SSG shall be entitled to terminate this agreement without any cause or reason by way of one (1) month's prior written notice to that effect to the Training Provider. Further, SSG shall be entitled to forthwith terminate this agreement by way of written notice to that effect to the Training Provider in the event of any breach by the Training Provider of any provision of this agreement.

(c) The Training Provider shall be entitled to terminate this agreement without any cause or reason by way of two (2) months' prior written notice to that effect to SSG.

(d) The Training Provider irrevocably consents that, if SSG reasonably forms the view that the Training Provider has breached Clause 4, 5 or 6A herein, SSG shall be entitled to publish or communicate, in such media and manner (including publication on any website operated by SSG) and to such person(s) as it (SSG) deems fit, information and / or particulars concerning the breach (suspected or actual). For the avoidance of doubt, the Training Provider shall have no claim (whether based on tort, defamation or otherwise) whatsoever against SSG in connection with such publication.

7.8 Provisions of this agreement which either are expressed to survive its termination, or from their nature or context are contemplated to survive such termination, shall remain in full force and effect notwithstanding such termination. Notwithstanding the aforesaid, the operation of Clauses 4.5, 4.6, 7.1, 7.3, 7.4, 7.6 and 7.7(d) herein shall survive the termination of this agreement without limit of period, while the operation of Clauses 6.1(b) to 6.3 herein shall survive the termination of this agreement for three (3) years (such period of three (3) years to be calculated from the date immediately following the date of termination).

7.9 SSG shall be entitled to unilaterally vary the provisions of this agreement (without the consent of the Training Provider), provided that such variation shall:-

(a) be notified to the Training Provider in writing; and

(b) take effect upon the expiry of two (2) months after such notification, or from such later date as may be specified by SSG.

7.10 The obligations imposed on the Training Provider under this agreement are in addition to, and not intended to prejudice or diminish, any other obligation(s) imposed on the Training Provider under any other agreement it has with SSG.

7.11 If any provision of this agreement is prohibited by law or adjudged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.