## **TERMS AND CONDITIONS**

## (For Enrolment under School of Executive & Continuing Education, BCA Academy)

- a) BCA Academy reserves the right to amend any details relating to the course, revise the course fees without prior notice, cancel or postpone the course.
- b) Funding and subsidies offered by BCA / BCA Academy or third party organisations for the courses are subject to approval. Neither BCA nor BCA Academy is to be held liable for such funding or subsidies. The applicant agrees to pay BCA Academy the shortfall in the course fees (if any) should the funding or subsidy be disapproved, cancelled, reduced or revoked, for whatever reason.
- c) Only participants who have attended at least 75% of the course are allowed to sit for the examination(s) or assessment(s).
- d) Any and all information, materials, services, intellectual property and other property and rights provided by BCA and BCA Academy during the course are provided on an "as is" basis. BCA and BCA Academy makes no warranties of any kind, either express or implied, as to any matter, and all such warranties, including warranties of merchantability and fitness for a particular purpose, are expressly disclaimed.
- e) The materials supplied to the applicant for the course ("Materials") are for personal reference only and the applicant is not supposed use the Materials for any other purpose. The applicant shall defend and indemnify BCA and BCA Academy and its officers, employees and agents from and against any and all liability, damage, loss or expense (including reasonable attorney fees and expenses) imposed upon BCA and BCA Academy in connection with any claim arising out of the applicant's unauthorised use and/or distribution of the Materials.
- f) The applicant has read and understood the terms of the student handbook provided by BCA Academy at the time of offer and agrees to be bound by the terms of the student handbook. BCA Academy reserves the right to change the contents of the student handbook without prior notice. The applicant should refer to the Student Portal for the latest version of the student handbook.

## By making payment, I/We accept the following:

- 1. The contents stipulated in the letter of offer and the attached terms and conditions.
- 2. BCA Academy reserves the right to reject any Course Acceptance Form without providing any reason.
- 3. For courses with duration that is more than 1 year, subsequent yearly course fees are to be paid in full before the commencement of each respective academic year.
- 4. [For individual applicant, if applicable] The applicant is to undertake full responsibility for applying for eligible funding (e.g. SkillsFuture Credit), and to top-up any shortfall in the course fees should the funding be disapproved or cancelled for whatever reason.
- 5. [For participants under Funding]
  - a. The applicant shall undertake full responsibility for applying for the relevant funding from the Skills Development Fund (SDF) or the Workforce Upgrading and Training Fund (WTU) and the fulfilment of their eligibility criteria.
  - b. The applicant agrees to pay BCA Academy the course fees in full if the participant does not obtain the SDF/WTU funding or for any reason, if there is any shortfall in the course fees after the SDF/WTU funding.
- 6. BCA, BCA Academy, BCA's employees and agents, and Ministry of National Development will access and use the information relating to the applicant or the sponsored employee (if applicable) in connection with, arising from or relating to this application and application for funding including but not limited to personal data and test results for the purpose of processing this application and conducting the course and reasonably related matters thereto.
- 7. The applicant/applicant company on behalf of the sponsored employee<sup>1</sup> consents to BCA, BCA Academy, BCA's employees and third parties authorised by BCA contacting the applicant/employee via the applicant/employee's personal contacts (including email addresses and mobile numbers) to market future courses, seminars, conduct surveys, circulate publications (i.e. magazines, periodicals etc).
- 8. If you wish to withdraw your consent to any use or disclosure of your personal data as set out above, you may contact us. Please note that if you withdraw your consent to any or all or disclosure of your personal data, depending on the nature of your request, we may not be in a position to continue to provide our services to you. Such withdrawal may also result in the termination of any agreement you may have with us. Our rights and remedies are expressly reserved in such event.

<sup>&</sup>lt;sup>1&2</sup> The applicant company must have procured the prior consent of the sponsored employee.

9. The applicant/applicant company on behalf of the sponsored employee<sup>2</sup> consents to BCA, BCA Academy and BCA's employees transferring the applicant/employee's personal data to relevant local third party recipients for the purposes of processing this application and reasonably related matters thereto. Please note if that you do not consent to transfer of this personal data, we may not be in a position to provide our services to you.

## 10. For company using GIRO for payment

Our Direct Debit and Direct Credit Authorisation for GIRO application with the Building and Construction Authority (BCA) still remain in force. We authorise BCA to issue instructions to our bank/finance company to debit our account for the total amount shown above for the purpose of course registration.