



General Terms and Conditions for ACT:DPI Training Courses

Version 1.1

(as at 1st Feb 2023)

1) INTRODUCTION

- a) Listed below are the general terms and conditions (the “**T&Cs**”) that, together with your application /registration form (the “**Form**”), constitute the legal agreement (**Agreement**) between you (**Participant**) and ACT:DPI Pte Ltd (**ACT:DPI**) for your registration and attendance of ACT:DPI training courses (**Training**), which may include printed or electronic materials (**Training Material**) in relation to the Training and/or any online documentation (**Documentation**) provided.
- b) By filling and submitting the Form to ACT:DPI, you have agreed to these terms as listed here. If you do not agree to these terms, ACT:DPI shall not be able to provide any Training, Training Materials or Documentation to you and you must discontinue the registration, confirmation or any payment arrangement to ACT:DPI.

2) SCOPE OF TRAINING

- a) The details of the registered course are as stated in the ACT:DPI website.
- b) Note that ACT:DPI reserves the right to change the course content of the course and method of training delivery at any time and without prior notice.

3) REGISTRATION AND PAYMENT PROCESS

- a) The completion of registration and payment of the registered course are subjected to the following:
 - i) Meeting the prerequisite as stated in the registration form
 - ii) Availability of places for the course applied.
 - iii) Registration and payment must be completed ten (10) working days before the start of course.
- b) Upon submission of the form expressing your interest to attend the course, you will be contacted by ACT:DPI to submit proof as required and we will provide instructions via phone and/or e-mail for you to complete the registration process.
- c) The registration and payment process will be considered complete when you receive an email confirmation from ACT:DPI together with the official receipt for the full payment of the course.
- d) ACT:DPI reserves the right to change the registration and payment process at any time by providing participants with sufficient notice.

4) CONFIRMATION OF COURSE AND INSTRUCTIONS

- a) ACT:DPI will provide the best effort to ensure that the course is conducted as scheduled. However, we reserve the right to alter the scheduled date/time and method of delivery, including cancellation of course due to unforeseen circumstances. All participants will be advised of the cancellation by phone or email.

- b) After the registration and payment are successfully processed, participants will receive a confirmation with the course details. If participants do not receive our electronic confirmation within three (3) working days prior to the commencement of the course, please call our enquiry line or send us an email. ACT:DPI shall not be liable for non-receipt of the electronic confirmation and refunds will not be issued under such circumstances.
- c) Participant is to take **NOTE** of the following key instructions in joining the course:
 - i) English language is the medium of the course unless otherwise stated.
 - ii) The course will be delivered either in-person or via Virtual Live Class (VLC) as stated in the ACT:DPI website.
 - iii) For courses delivered via VLC,
 - (a) To ensure there is web camera on the laptop/notebook/PC or equipment before signing up for this course;
 - (b) To ensure uninterrupted internet connection from the location of participation for the course; and
 - (c) ACT:DPI will not be liable for any failures due to understanding the course language medium or inability to access VLC due to absence of webcam or poor internet connection.

5) COPYRIGHT OF ACT:DPI TRAINING MATERIAL AND DOCUMENTATION

- a) All training materials and documents in the registered course are the exclusive copyrighted property of ACT:DPI or its partners. Training materials and documents from the course will include all training notes (manuals), presentation slides and course content like case studies and scenarios used in group discussion. None of the training materials may be reproduced, republished, distributed, posted, sold, or transferred. Our copyright extends to all electronic or supplementary materials provided as part of the registered course delivery. Noted that the training materials and documents are made available only for the participants who has attended our course.
- b) As a participant of our course, you must undertake:
 - i) Not to copy the Training Materials except where such copying is approved by ACT:DPI for the purposes of completing the relevant project assignment in the course;
 - ii) Not to sell, rent, lease or loan the training materials or documentation for monetary gain;
 - iii) Not to alter, translate, merge, adapt or amend any part or whole of the training materials or documentation to be integrated or inserted into any other external training materials of other training providers;
 - iv) Not to provide or release our training materials or documentation to any person or companies without prior written consent from ACT:DPI.

6) TERMS OF PAYMENT

- a) The registration form together with the relevant supporting documents, where applicable, must be submitted to the ACT:DPI via email. Participants must make the full payment to ACT:DPI at least **ten (10) working days** before course commencement.

- b) All course fees under ACT:DPI are NETT and not subjected to GST (Goods and Services Tax).

7) COURSE FEES SUPPORT BY FUNDING AGENCIES AND NATIONAL TRADE UNION CONGRESS (NTUC)

- a) This section applies to courses conducted by ACT:DPI that are funded by various funding agencies in Singapore (e.g. e2i, SSG, IMDA, WSG, IBF, etc.). Note that courses funded by these agencies are generally applicable to Singaporeans and Permanent Residents only.
- b) The percentage of the funding provided for courses by these agencies may vary in terms of percentage (ranging from 50% to 95%) or by training hours, depending on criteria set for funding entitlement. ACT:DPI is bound by these funding agencies' Terms and Conditions of their funding scheme based on funding contract awarded to us.
- c) Likewise, participant shall be bound by the same Terms and Conditions of the funding scheme offered by the relevant funding agencies.
- d) During the registration process, ACT:DPI will inform participant of the actual fee to be paid. Participant must pay the full course fee **IN FULL** during the registration process. ACT:DPI will then reimbursement participants the funded amount **AFTER**:
 - i) Participant has successfully met the funding criteria set by relevant funding agencies under para 7(e) below AND
 - ii) The relevant funding agencies have released the funded amount to ACT:DPI.
- e) For all agencies-funded courses, participant must meet the criteria set out by the relevant funding agencies, that may include but not limited to, the following:
 - i) Achieve the minimum attendance required for the course; and/or
 - ii) Successfully complete all assessment(s) and project work(s) as assigned; and/or
 - iii) Pass the required professional examination, where applicable.

For participant who have paid full fee and also meet all criteria, the funded amount of the course fee will be reimbursed to you by ACT:DPI subjected to the successful claim process and release of the funded amount by the various funding agencies to ACT:DPI.

- f) If the course from ACT:DPI is registered with e2i under the Union Training Assistance Program (UTAP) scheme, participants who are Union members can use ACT:DPI receipt and claim the allowable UTAP amount from NTUC uPortal based on claim criteria enforced by e2i on UTAP claim process. However, such a UTAP claim is also subjected to the criteria to be met under para 7(e) above.

8) COURSE ADMINISTRATION

a) Registration Fee

All registrations are subject to a non-refundable registration fee of \$30.00 (Nett) which will form part of the full course fee upon successful registration.

b) Transfer Process

All requests for transfer to another class will be subjected to the following:

- i) Once a participant has joined one of the course batch and started lesson in the first class, no transfer to another batch will be allowed.
- ii) Transfer requests must be submitted in writing via email and received by ACT:DPI **at least ten (10) working days before** the start of each batch.
- iii) All transfers can only be accepted if there are vacancy (available seats) in the class that the participant has requested to be transferred to.
- iv) Upon approval by ACT:DPI to permit the transfer arrangement, an administration fee of S\$30.00 will be applied for any transfer request by the participant.
- v) Payment of the administrative fee for the transfer must be paid immediately upon approval by ACT:DPI.

c) Replacement Process

All requests for replacement of participant will be subjected to the following:

- i) Once a participant has joined one of the course batch and started lesson in the first class, no replacement of participant will be allowed.
- ii) Replacement requests must be submitted in writing via email and received by ACT:DPI **at least ten (10) working days before** the start of each batch.
- iii) All replacement can only be accepted if the replacement participant meets course prerequisites.
- iv) Upon approval by ACT:DPI to permit the replacement arrangement, an administration fee of S\$30.00 will be applied for any replacement request by the participant.
- v) Payment of the administrative fee for the replacement must be paid immediately upon approval by ACT:DPI.

d) Course Withdrawal

All requests to withdraw from the course will be subjected to the following:

- i) Once participant has joined and started lesson with the first class of a batch, no withdrawal will be allowed, and full fee will be applied.
- ii) Withdrawal requests must be submitted in writing via email and received by ACT:DPI **at least ten (10) working days before** the start of each batch, in order to obtain a full refund of the course fees. If a withdrawal request is received by ACT:DPI **less than** 10 working days before class starts, the refund amount will be as stated in the Refund Policy in para 10 below.
- iii) Should a participant fail to attend a training course, the full payment made to ACT:DPI for the course will be forfeited and no refund will be provided.

e) Appeal Process

All appeal requests for failure of examination, assessment or project work by participant will be subjected to the following:

- i) Appeal requests must be submitted in writing and received by ACT:DPI **at least seven (7) working days after** the examination, assessment or project work.

- ii) All appeal requests can only be accepted if the reason provided by participant is deemed by ACT:DPI as reasonable.
- iii) Upon approval by ACT:DPI to conduct the review, an administration fee of S\$30.00 will be applied for any appeal request by the participant.
- iv) Payment of the administrative fee for all appeals must be paid immediately upon approval by ACT:DPI before appeal is evaluated.
- v) The decision of appeal will be final and make known to the candidate within 20 working days from the date of appeal submitted.

f) Re-assessment Process

All reassessment for failure of examination, assessment or project work by participant will be subjected to the following:

- i) Upon approval by ACT:DPI to conduct the reassessment, an administration fee of S\$30.00 will be charged to the participant.
- ii) Payment of the administrative fee for all appeals must be paid immediately upon approval by ACT:DPI before reassessment is scheduled.
- iii) For reassessment involving project work, participants will be given 5 working days to re-submit their project work for reassessment.
- iv) The outcome of the reassessment will be final and make known to the candidate within 20 working days.

9) REMOVAL OF PARTICIPANT AND COURSE CANCELLATION

- a) ACT:DPI reserves the right to refuse, limit or stop any training delivery to any participant if we deemed that the participant is disruptive in class including display of unreasonable behavior or vocally abusive. In such cases, no refund will be paid to participants even when removed from the class by ACT:DPI.
- b) ACT:DPI reserve the right to cancel a scheduled course at any time, without incurring any additional liability. In such circumstances, we may offer alternative dates, a full refund or a credit note for future courses subjected to discretion of ACT:DPI.

10) REFUND POLICY

- a) For course withdrawal, the refund amount will depend on when the withdrawal request is received by ACT:DPI as below:
 - i) Ten (10) working days or more – Refund of 100% of course fees minus registration fee of \$30.00.
 - ii) Five (5) to Nine (9) working days - Refund of 50% of course fees minus registration fee of \$30.00.
 - iii) Less than 4 working days – no refund will be provided.
- b) For any amount of refund approved by ACT:DPI, the refund amount will be made through a mode of payment that will be determined by ACT:DPI at its sole discretion.
- c) There will be no refund for partial attendance of the course.

11) USE OF PERSONAL INFORMATION

- a) In registering for our course, the participant of our course is deemed to have consented :
 - i) to allow all information that are submitted to be collected, used and disclosed by ACT:DPI in accordance with and to the fullest extent permitted by prevailing law and any applicable funding policies;
 - ii) to allow any photographs or videos taken (even in VLC delivery) by ACT:DPI's staff during the course to be collected, used and disclosed by ACT:DPI to meet funding requirements and to improve training delivery; and
 - iii) to be bound by ACT:DPI Pte Ltd Privacy Policy as shown at [here](#)

12) EXAMINATION, ASSESSMENT, PROJECT WORK AND POST-COURSE EVALUATION

- a) Participants are advised to be punctual on the day of examination / assessment / project work submission. Late comers may be barred from taking the examination / assessment and late submission of project work will not be accepted.
- b) If a participant is found cheating or copying project work, the participant will be barred from the examination / assessment and the project work submitted will not be accepted. ACT:DPI reserves the rights to forfeit the full course fee and participants will not be entitled for any refund.
- c) If a participant fails or cannot complete the examination, assessment, project work and wish to appeal, the participant may do so as per "Appeal Process" stated in para 8 (e) above.
- d) If the participant is successful in the appeal, ACT:DPI will arrange for the participant to retake examination, assessment or to resubmit the project work re-submission, as per "Reassessment Process" stated in para 8 (f) above.
- e) Course survey will be conducted immediately after each course completion. Participants must duly complete the post-course evaluation as requested.

13) FORCE MAJEURE

- a) ACT:DPI reserves the right to cancel, suspend or vary the delivery of course if events occur which are in the nature of force majeure including (but without prejudice to the generality of the foregoing) fire, flood, storms, pandemics, plant breakdowns, strikes, lock outs, riot, hostilities, non-availability of material or suppliers or any event outside of ACT:DPI's control; and we shall not be held liable for any breach of contract resulting from such an event.

14) INDEMNITY AND LIMITATION OF LIABILITY

- a) ACT:DPI shall not be liable for the death or any personal injury of participant during the course delivery that is not caused by our negligence or our failure to understand, know or detect the danger at participant's location.
- b) ACT:DPI shall not be liable under, or in connection with, the Agreement or any collateral contract for:
 - i) loss of income;
 - ii) loss of business profits or contracts;
 - iii) work or business interruption;
 - iv) loss of the use of money or anticipated savings;
 - v) loss of information;
 - vi) loss of opportunity, goodwill or reputation; or
 - vii) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- c) ACT:DPI shall not be liable to participant for any loss, harm or damage caused to participant or any other participants, participant's property or premises for courses conducted by ACT:DPI.
- d) Participants will note that group discussion and sharing of your company policies, processes and workflow may be conducted during the course run. The participant undertakes to fully indemnify and keep, and to release, waive and discharge, ACT:DPI and its directors, officers, agents, representatives, employees, third-party partners and any other third-party vendors/trainers hired by it ("Releasees"), harmless, from and against any causes of action, claims, liabilities, costs and expenses which may be made or brought against the Releasees or participant, or which either of them may suffer or incur, as a result of the participant's unauthorized disclosure of their company policies, processes and workflow; and further covenants not to bring a claim against the Releasees for all liability and causes of action arising out of any loss, or damages, as a result of such unauthorized use.
- e) Participant agree to indemnify and hold ACT:DPI harmless against all cost or losses suffered or incurred due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions against ACT:DPI).

15) RIGHTS TO VARY TERMS AND CONDITIONS

- a) ACT:DPI reserves the right to add, revise and amend these Terms and Conditions from time to time without any prior notice.