



## Bukit Batok Driving Centre Ltd

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Website: www.bbdc.sg

Company Registration Number: 198801155R

### TERMS AND CONDITIONS OF LEARNER'S COURSE AGREEMENT

The following Terms and Conditions apply to all and any person (the "Learner") who applies to the **BUKIT BATOK DRIVING CENTRE LTD** (hereinafter called the "Centre") for any lessons or courses as selected from the Centre's enrolment form, which shall together constitute the "Learner's Course Agreement" (also referred to as the "Agreement")

*Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender.*

#### 1. DEFINITIONS

In this Agreement the following words shall have the meanings as set out below unless specified otherwise or unless the context clearly requires otherwise:

- 1.1 Agreement refers to and is constituted by both the completed and/or signed enrolment form of the Centre as well as this Terms & Conditions. This Agreement will endure for such periods as specified in the enrolment form.
- 1.2 "Learner" means the person applying for and desiring to undergo the training and instruction course, or any course as selected from Centre's enrolment form, and who agrees to these Terms & Conditions and is accepted by the Centre as a Learner.
- 1.3 "Renewal" means that this Agreement will continue for a further period of time as specified in the enrolment form after expiry, and renewal fee is payable in accordance with Clause 5.6(a).
- 1.4 "Deposit Account" means the account designated and maintained by the Centre for the purpose of debiting amounts payable by and crediting amounts due to the Learner to whom a PIN will be issued on the application of such Learner under these Terms & Conditions.
- 1.5 "Booking Transaction" means any payment transaction effected by the Learner with the Centre by the use of his 'PIN'.
- 1.6 "PIN" means the personal identification number for login entry that is assigned by the Learner and/or Centre for the purpose of authentication.
- 1.7 "System" shall refer to the Centre's computerised system, records and database, and associated electronic and computer equipment. It will be used interchangeably with the term "computer system" unless the context prevents such usage.
- 1.8 "FIN" means the Foreign Identification Number (FIN) issued to foreigners by the Ministry of Manpower or the Immigration and Checkpoints Authority of Singapore.

#### 2. USE OF PIN

- 2.1 All records should refer to the Centre system's database record in the event that there are any discrepancies.
- 2.2 The use of the PIN shall be in accordance with the system or any other arrangements as may be authorised by the Centre from time to time.
- 2.3 At no time and under no circumstances shall the PIN holder (the Learner) inform any person of his Personal Identification Number. The Learner agrees not to hold the Centre liable for any loss or damage suffered by the Learner where the Learner's PIN has become known to some other person or has as a result of such disclosure lost its confidentiality and become open to abuse.
- 2.4 The Learner shall notify the Centre immediately in person should the PIN be lost, misplaced or made known to another party. An administrative fee shall be imposed for the issue of a new PIN.
- 2.5 The Learner shall in all circumstances accept full responsibility for and fully indemnify the Centre in respect of all transactions processed by the use of the PIN, whether or not processed with the Learner's knowledge or by his authority, or howsoever the default may occur.

#### 3. COURSE ENROLMENT

- 3.1 The Learner shall ensure that the course to enrol in is correctly selected before enrolment.
- 3.2 The Learner agrees that the course enrolment fee paid is non-refundable and/or non-transferable regardless of whatsoever reasons.

#### 4. RENEWAL OF MEMBERSHIP

- 4.1 Where the selected Course has not yet been completed the Centre shall (as hereby authorised by the Learner) automatically extend the Agreement on monthly basis and accordingly automatically debit the Deposit Account for payment of the requisite renewal fees on or before expiry unless otherwise notified in person or email giving notice of termination by the Learner at least ten (10) days prior to the date of expiry.
- 4.2 The Learner may perform renewal of membership manually covering the necessary period for the booking of lessons and test.
- 4.3 The Centre reserves the rights to revise the renewal fee from time to time without prior notice and such fees shall be published on the Centre's website.

#### 5. PAYMENT/ DEPOSIT ACCOUNT

- 5.1 All payments into the Deposit Account must be made by NETS, PayNow, or cheque. All cheques must be issued in favour of BUKIT BATOK DRIVING CENTRE LTD.
- 5.2 Cheques which are post-dated will not be accepted.
- 5.3 All cheques accepted by the Centre will be entered into and reflected in Learner's Deposit Account 5 days later.
- 5.4 The Learner shall at all times ensure that his Deposit Account has sufficient funds to pay for charges, fees and other payments.
- 5.5 In the event that the Learner has insufficient funds in the Deposit Account for one or more payments to be made, the Centre may at its absolute discretion reject the Learner's application for any course or booking transaction or terminate or refuse to renew the Agreement, and the Learner shall be wholly responsible for and shall have no recourse whatsoever against the Centre for any losses occasioned thereby.
- 5.6 The Centre may charge and the Learner hereby fully consents and authorises the Centre forthwith to debit his Deposit Account for any of the following matters without prior notice or consent of the Learner (all fees shall be for amounts to be periodically determined by the Centre at its absolute discretion without prior notice to the Learner):
  - (a) Membership renewal fees
  - (b) For an administrative charge for the re-issue of cheque to Learner due to any reason whatsoever.
  - (c) For Goods & Services Tax imposed and payable in respect of any fees charged or expense/ cost incurred by the Learner.
  - (d) For amount(s) due for booking(s) made according to the Centre's record of transaction.
  - (e) For an administrative fee for the issue of replacement of each PIN.
  - (f) For a Fixed Group and/or Fixed Instructors or Fetch & Send surcharge, where applicable.
  - (g) For cancellation fee of booking transaction which may be imposed in due course.
  - (h) For the monthly maintenance fee on the Learner's Deposit Account should the outstanding balance not be withdrawn upon graduation, termination or expiry of this Agreement. Upon reaching a zero balance in the account, the account shall be automatically closed, and Learner agrees not to make any subsequent claims or engage in any disputes against the Centre over this matter.
  - (i) For an administrative fee for the production of any originals or copies of records, statements or any other services rendered by the Centre to the Learner from time to time at the request of the Learner or other administrative expenses incurred or inconvenience suffered by the Centre in relation to the Learner.
  - (j) For expired course back dated renewal fees.
  - (k) For an administrative fee for approved reschedule of test date under special condition.
  - (l) For a facility fee incurred on the use of online enrolment.
- 5.7 All fees paid are non-refundable and non-transferable, except as stated in Clause 8.2

## **6. NON-CANCELLATION OF BOOKING TRANSACTION**

- 6.1 The booking transactions for all training sessions (excluding Warm-up, Vehicle Rental and Test which cannot be cancelled) can only be cancelled if the cancellation complies with the minimum specified period, i.e. the minimum period before commencement of training date and time. The cancellation shall be done through the Centre's self-service terminal during the counter-operation hours or via internet. This 'specified period' is subject to change from time to time without prior notice. Once cancellation is successfully effected, the Centre shall immediately credit such paid fee to the Deposit Account of the Learner.
- 6.2 The Centre may impose an administrative fee for excess cancellation of booking transactions in due course, at which time such information will be posted on the website and/ or Centre's notice board.
- 6.3 The Centre is entitled to reschedule any booking transactions made in the event of any system error or default, or any unforeseen circumstances.

## **7. WEBSITE/BOOKING SYSTEM/MOBILE APP**

- 7.1 The Centre will not be liable for any fault, any virus or other malicious, loss and/ or damage to Learner's computer or other electronic system or consequential loss therefrom resulting directly or indirectly from using, connecting to, or accessing Centre's website, booking system or mobile app.
- 7.2 Learner agrees not to hold the Centre, its agents and staff liable for any loss arising from its website and other electronic databases and access points, in terms of any inability to book or cancel bookings, any data inaccuracy, any error or omission, any delay, or if the Learner is unable to access Centre's website, booking system or mobile app for whatsoever reason and Learner will keep and hold Centre, its agents and staff harmless from all claims and expenses due to any faults or defaults arising in connection with the foregoing.
- 7.3 As information transmitted through the Internet is generally not confidential, the Centre does not guarantee the protection of Learner's privacy. Learner will take all necessary measures (including changing Learner's password from time to time) to protect the secrecy of Learner's PIN. The Centre is not liable for any loss suffered by Learner or any third party due to any wrongful or fraudulent use of Learner's account by Learner or any other person.
- 7.4 The Centre endeavours to ensure the accuracy and reliability of the information provided but does not guarantee its accuracy or reliability. The Centre does not warrant that any of the Course Materials or its website will be provided uninterrupted or free from errors or that any identified defect will be corrected; further, no warranty is given that its website and the Course Materials are free from any virus or other malicious, destructive or corrupting code, programme or macro.
- 7.5 The Centre reserves the right to modify, delete or replace the information on its website, booking system and mobile app from time to time, without prior notice.
- 7.6 The Centre reserves the right to deny or restrict access to its booking system and mobile app to anyone at any time without giving any reasons whatsoever.
- 7.7 Learner agrees to indemnify the Centre and its employees, servants and/ or agents from and against all claims and expenses arising out of Learner's use of its website, booking system and mobile app.

## **8. FIXED GROUP AND FIXED INSTRUCTOR SCHEMES**

*(This Clause 8 is only applicable to Learner who signed up for Fixed Group and/or Fixed Instructor Schemes)*

- 8.1 Any Learner applying under Fixed Group Scheme (with surcharge) and/or Fixed Instructors agrees to book for practical lessons under the booking chart of the said scheme – for the entire duration of the course. The Centre will assign any instructor from this Fixed Group to the Learner on a lesson-by-lesson basis.
- 8.2 A Fixed Surcharge will be imposed upon booking confirmation. The fixed surcharge will only be refunded or credited to the Learner's Deposit Account at the end of the session, if none of his preferred Fixed Group Instructors and/or Fixed Instructors is allocated. The refund will be made once the system is updated.
- 8.3 Learner is aware that he needs to schedule and book the practical sessions well in advance to avoid disappointment in not getting his preferred training slots.
- 8.4 Should the system is unable to allocate any preferred Fixed Group Instructors and/or Fixed Instructors in the specified session due to whatever reason, Learner is willing and agrees to accept any instructor and vehicle that is assigned to him instead.
- 8.5 Learner is aware that in last minute bookings the system will not allocate any one of his preferred Fixed Group Instructors and vehicles to him.
- 8.6 Learner agrees to accept any instructor and any model of vehicle assigned to him for warm-up session and on practical test day.
- 8.7 The Centre has the right to replace or appoint another instructor(s) to Learner's preferred Fixed Group Instructors. The preferred Fixed Group Instructors' surcharge will still be payable.
- 8.8 In the event of a termination or change in the current preferred Fixed Group Instructors, for any reason whatsoever, an administrative fee will be payable by the Learner. In which event Learner also agrees to cancel all the existing bookings (if any) and re-book the practical lessons under the new Group's booking chart, including the re-assessment lesson(s) on the training progress, and lessons will then commence according to the new training status as assessed by the New Fixed Group Instructors.
- 8.9 Learner is required to change his preferred Fixed Group Instructors if his preferred Fixed Group Instructors no longer exists due to unforeseen circumstances.

## **9. DISCLAIMERS FOR THEORY TEST AND PRACTICAL TEST**

- 9.1 Learner agrees to comply with the following, failing which the Learner shall be disqualified from the test:
- (a) For Final Theory Test or Riding Theory Test, Learner should possess a valid passed Basic Theory result in Traffic Police's system.
- (b) For Class 2B, Learner must possess valid electronic Provisional Driving Licence and a valid passed Riding Theory result in Traffic Police's system.
- (c) For Class 2A, Learner must possess valid Class 2B QDL for at least one (1) year based on licence issue date.
- (d) For Class 2, Learner must possess valid Class 2A QDL for at least one (1) year based on licence issue date.
- (e) For Class 3 and Class 3A, Learner must possess valid electronic Provisional Driving Licence and a valid passed Final Theory result in Traffic Police's system.
- (f) For Class 3A upgrade to Class 3, Learner must possess valid Class 3A QDL Licence and valid electronic Provisional Driving Licence.
- (g) For Class 3C/3CA upgrade to Class 3/3A, Learner must possess valid Class 3C/3CA QDL Licence and valid electronic Provisional Driving Licence.
- (h) Learner must not be under suspension or disqualification or revocation of licence under any class of driving licence.
- (i) Learner must not have more than 12 demerit points for any class of driving licence, inclusive of any pending offences and/ or offences that acquired before and/or after enrolment, failing which, it will lead to revocation of his newly acquired licence.
- (j) A latecomer will be disqualified from taking the Theory or Practical Test.
- (k) Learner must produce the above valid documents and valid NRIC or Passport. Learners who are foreigners must produce valid documents, FIN card and Passport.
- 9.2 Female Learner who is pregnant shall not be allowed to attend any practical test unless each time she is able to produce a valid original medical certificate issued by a medical doctor stating that she is fit to attend the practical test and the validity date. The medical certificate must be approved by the Traffic Police Testing Branch.
- 9.3 Learner agrees that all test bookings, vehicle rental, warm-up lesson fees and fees paid will not be refundable or transferable to any other date or person on any grounds whatsoever which included (but is not limited to) any traffic offence charge, cancellation, test rejection and any disqualification from taking the test.
- 9.4 Learner agrees not to hold the Centre, its agents and staff liable for any loss or damage and for all claims and expenses resulting from test disqualification, test rescheduling, test changes, test obligations, and for any inaccuracy, delay, error or omission in connection with the foregoing, or the test or Centre's information to and notification to the Learner of the test.
- 9.5 Learner will be disqualified by court from holding or obtaining a driver licence upon conviction if learner is under investigation and will be charged or have been charged for any serious traffic offences. The disqualification will be imposed on all classes of driving licence including any newly acquired licence.
- 9.6 New driver who has two cases of not displaying distinguishing mark (triangular sign) against them, whether the cases are concluded or otherwise, will not be allowed to take a theory/ practical test.

## **10. RULES FOR LEARNER**

*(TAKE NOTE: Clauses 10.15 to 10.24 will not be applicable to Learners undergoing the P3, P3A courses)*

- 10.1 Learner is not allowed to enter the training circuit except for training and test purposes only.
- 10.2 Children are barred from the training circuit and classrooms at all times. Learners will be permitted to bring their children into the food court and customer service area, provided that they exercise proper supervision over them at all times. However, pets are barred from the Centre.
- 10.3 No smoking is allowed on the premises.
- 10.4 This Agreement will be terminated and Learner expelled immediately from the Centre if found vandalizing, or committing an offence, or to have misconduct himself, or misconduct of his immediate family member, or to have behaved inappropriately in the Centre, or endanger the safety or lives of the Learner, other Learners, the instructor, testers, the Centre's employees or any member of the public.

- 10.5 Learner shall not attend any lesson or training or test session while under the influence of alcohol or drugs and shall not be permitted to consume the same during any lesson or test or training session, and in any such default fees will not be refunded.
- 10.6 The Centre shall be entitled to refuse to conduct a lesson or training session for the Learner if the Centre is of the view that the Learner is physically unfit or is suffering from any illness, infectious and/ or communicable disease or diseases which may endanger the safety, health or lives of the Learner, other Learners, the instructor, the Centre's employees or any member of the public.
- 10.7 Learner shall not hold the Centre responsible or demand for any refunds under any circumstances whatsoever regardless of whether the Learner is affected by any unforeseen circumstances, medical condition or problem, illness or emergency that prevents Learner from being present or punctual for any training session or test booked by Learner.
- 10.8 In lieu of disqualification under Clause 10, the Centre may at its absolute discretion suspend the Learner for such period or periods of time as it thinks fit for breach of the Rules and Regulations herein.
- 10.9 The Centre reserves the right to disqualify Learner should he not satisfy test requirements after enrolment or during the test.
- 10.10 During Theory Lesson, Practise, Evaluation and Test, talking, chatting, eating, taking video or photographs, recording or copying practise and evaluations contents, are strictly prohibited.
- 10.11 During any test, a dictionary is not allowed except for foreigners and only the consent of the invigilators on duty.
- 10.12 Any suspicious cases of cheating will be handed over to the Police immediately.
- 10.13 All communication and electronic devices, such as mobile phone must be switched off during Theory and Practical Tests, Theory Lessons, Practise and Evaluation, and Practical Lessons.
- 10.14 The Centre reserves the right to reschedule the test date or test evaluation date in the event of any disruption due to unforeseen circumstances.
- 10.15 Learner will be liable for all traffic offences and/or demerit points and/ or fines incurred while the vehicle is driven by Learner, and Centre accordingly disclaims all responsibility and liability in this respect.
- 10.16 Learner must be in proper attire when attending any lesson or test (theory/ practical). For safety reasons, high heels and sandals are not allowed during practical training and test session. For riding course (Class 2B, 2A and 2), long-sleeved shirt, long pants, gloves, helmet liner, and boots/ shoes are required.
- 10.17 Learner has to accept any instructor, vehicle model and vehicle allocated to Learner at all times.
- 10.18 Learner must attain the minimum requirement of each subject or stage as decided by the instructor(s) before proceeding to the next subject or stage. He has to complete the sessions/ revisions as recommended by his instructor.
- 10.19 Learner is aware that he has to schedule and block book his own training sessions upon enrolment to ensure the availability and reservation of motorcar training slots.
- 10.20 Learner must complete all required subjects based on the course structure within the stipulated period before taking the Traffic Police Practical Test. Failing which, the centre's system shall automatically cancel the Learner's test date and no refund of test fee, vehicle rental and warm up fees.
- 10.21 Female Learner who is pregnant shall not be allowed to attend any practical training session unless she is able to produce before the practical training session a certificate issued by a medical doctor stating that she is fit to attend the practical training session within a specified period stated in the medical certificate. The medical certificate must be approved by the Centre.
- 10.22 In the event the Learner fails or is unable to attend the practical test under any circumstances, the Learner shall be required to book the required number of revisions (training sessions) before booking the subsequent test date. He will not be entitled to any cancellation, postponement or refund for any such booking.
- 10.23 It is agreed that the Centre or its instructor, at its absolute discretion, may require the Learner to undergo revision of any previous lesson, and the Learner shall bear the fee thereof.
- 10.24 No Learner shall be allowed to undergo the training session in the driving circuit and on a public road without first showing his instructor or trainer, each and every time, a valid electronic Provisional Driving Licence and or Qualified Driving Licence for that particular course he is in and his valid NRIC/ Passport or valid FIN Card for foreigner.

#### 11. FETCH AND SEND SERVICE

- 11.1 This service is provided for any course 3, 3A, 3AP, 3P, R3P, R3AP and 3F Learner who wishes to start and/ or end their practical lesson at a designated point. Application for this service requires 3 days' prior notice.
- 11.2 An administrative fee may be imposed and will be stated in the application form for such service.
- 11.3 Learner agrees that time spent and cost incurred in fetching from the designated point and/or sending to the destination and returning to the Centre will be included in Learner's training hours. It depends on the travelling time and distance needed by the Learner and the Instructor.
- 11.4 Learner will not hold the Centre, its agent or staff responsible for any claims or disputes arising directly or indirectly from any disruption to this Fetch and Send service which will include time loss from any traffic jam, communications breakdown, and accident.

#### 12. DISQUALIFICATION

- 12.1 The Centre shall at its absolute discretion be entitled to disqualify the Learner on the occurrence of one or more of the following events:-
  - (a) violation by the Learner of the Terms & Conditions herein and all Rules and Regulations of the Centre.
  - (b) any misrepresentation by the Learner to the Centre.
  - (c) the accumulation of more than 12 demerit points under the Driver Improvement Point System (DIPS) for the period of 24 months immediately before or after enrolment by the Learner, or any applicable demerit-points aggregate/ scheme in force at the material time.
  - (d) the Learner's failure to possess the required Singapore Qualified Driving Licence for Class 2B or 2A for at least one (1) year before undergoing the course for Class 2A or 2 respectively.
  - (e) the Learner's possession of Qualified or electronic Provisional Driving Licence of any one or more classes with being under disqualification or suspension or revocation.
  - (f) having multiple bookings of test dates for the same course, whether in this test centre or at other test centres.
  - (g) unable to pass the eye-sight test required for electronic Provisional Driving Licence application.
  - (h) unable to produce the medical certificate of fitness issued by a medical doctor upon request from the Centre.
- 12.2 The Learner shall not hold the Centre, its employees, servants, and/ or agents responsible or liable in the event of any loss due to the Learner's disqualification and/or termination of this Agreement or failure to attend any training session or lesson or cancellation of any training session or lesson or Traffic Police Theory and Practical Tests.

#### 13. CANCELLATION/ TERMINATION AND EXPIRY

- 13.1 The Learner may terminate the Agreement in person informing the Centre together with all necessary documents (valid NRIC/ Passport or FIN Card for foreigner).
- 13.2 Bookings made prior to the termination will have to be cancelled in accordance with Clause 6.
- 13.3 Except as provided in Clause 13.7, and where there is unsettled claim against the Learner by the Centre, enrolment or renewal fees or any sums or fees shall not be refunded to the Learner upon termination by the Learner or the Centre.
- 13.4 Upon termination, expiry or graduation, Centre shall be entitled immediately to delete from its records the entire Learner's particulars and data.
- 13.5 Learner shall be under a duty to examine every entry made with respect to the Deposit Account and to inform the Centre immediately of any irregularities or discrepancies, failing which the Learner shall be deemed to have accepted the entries.
- 13.6 The Centre shall refund by cheque, the balance in account to the registered address in our system, 2 weeks from the date of graduation or termination.
- 13.7 Upon termination or graduation, the Learner shall bank in the cheque within six months, failing which clause 5.6(h) shall apply. Upon closure of the Deposit Account, Learners shall not make any claims or engage in any disputes against the Centre. An administrative fee shall be imposed for re-issue of cheque.
- 13.8 The membership for theory, motorcar and motorcycle course is valid for one year only and for course P3 and P3A is valid for six months only.
- 13.9 All payments into the Deposit Account shall not be withdrawn fully or partially before termination or graduation of membership.
- 13.10 It is the Learner's sole responsibility to ensure termination of this agreement is effected if request is done in writing.

#### 14. LIMITATION & EXCLUSION OF LIABILITY

- 14.1 The Centre shall not be liable or be held in any way responsible to the Learner for any loss or damage which may be suffered by the Learner, or sustained to any property of the Learner on the premises where such loss or damage is caused by any breakdown, failure or malfunction of the computer system, disruption in shuttle service, machinery or equipment whether or not due to any acts or omissions of the Centre whatsoever.
- 14.2 Where death or personal injury occurs to Learner as a result of Centre's or Centre's agents' or servants' negligence, recklessness, or fault or to a breakdown and malfunction in any part or parts of the training equipment or vehicle, whether on the premises or on the road, then in all such cases, Centre's liability will be limited to Centre's insurance coverage.
- 14.3 The Centre excludes all liability whatsoever for property damage or loss to the Learner or Learner's friends, servants and agents ("associates") howsoever caused, and therefore Learner and associates bring their property onto the premises at their own risk, and Learner agrees to indemnify Centre for all losses arising in this respect, and if this exclusion of liability clause should fail to apply for whatever reason, the Centre nonetheless limits its liability to \$100 compensation for any one (1) occurrence or incident or accident.

#### **15. LEARNER'S INDEMNITY**

- 15.1 The Learner agrees to indemnify the Centre and its employees, servants and/ or agents for all losses, damages and expenses which the Centre may incur, suffer, sustain directly or indirectly as a result of any act, omission, fraud, accident, negligence and/ or misconduct or breach of this Agreement by the Learner or the Learner's servants and or agents.
- 15.2 The Learner shall ensure before and/ or after enrolment that he does not suffer from epilepsy, mental disorder, sudden attacks of giddiness, chest pains, neck pains, back pains, fainting, inability to read at a distance of 25 metres, colour blindness or suffer from any defects or handicap of his limbs which could or may adversely affect the driving and/ or riding of a motor vehicle in any manner, whether in the Centre or on public or private roads and Learner should inform the Centre of such matter before or during the training/ driving sessions as soon as Learner is aware of it. In respect of the foregoing, Learner shall indemnify Centre for any injury or disability sustained by Learner as a consequence of any accident or incident that might occur as a result.
- 15.3 The Centre reserves the right to reschedule the training session or to make alternative arrangements or to cancel any training session and the Learner shall not hold the Centre, employees, servants and/ or agents responsible or liable in the event of any loss or claim or expense incurred due to Centre's rescheduling of training session or Centre's cancellation of any training session or system error or system problem or omission or system malfunction or vehicle breakdown.
- 15.4 The Learner shall responsible for his own insurance coverage and agrees to purchase any insurance he deems necessary.

#### **16. COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA**

- 16.1 Learner accepts that lessons shall be conducted in camera surveillance classrooms, home-based online learning platform, and in-car camera installed vehicle for motorcar courses, where personal data are collected.
- 16.2 The Centre receives or collects personal data for the purpose of planning, administering, service follow-up, facilitating full scope of training and testing services, investigation, staff training and where applicable for the purchase of personal accident insurance for Learner.
- 16.3 The Learner consents to the collection, usage and disclosure of his personal particulars and data given by the Learner to the Centre and any information in respect of the Learner obtained, recorded or stored by the Centre in the course of the Learner's enrolment with the Centre, to the police, the Land Transport Authority, government authorities and relevant parties, in compliance with statutory regulations, establishing legal claims, and to the insurance company or its agent issuing insurance coverage and in facilitating insurance claims, and to the Banks or its agent relating to payment services, to external vehicle workshop, to I.T. vendors and other vendors engaged by us for the purpose of enhancing the Centre's services.

#### **17. COMMUNICATION**

The Learner shall notify the Centre of any change in address or other particulars stated in the Enrolment Application Form. All cards, notices, cheque or any other communications to the Learner if sent by post or left at the last known address of the Learner shall be deemed to have been received by the Learner on the day following such posting or on the day when it was left at the last known address. All notices or communications may be communicated through any media chosen by the Centre and the Learner shall be deemed to have notice on the date of such communication.

#### **18. DISCLAIMER OF WARRANTIES**

The Centre expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of any services, equipment, vehicles and machinery it provided or utilizes at the Centre or elsewhere.

#### **19. VARIATION / AMENDMENT TO TERMS AND CONDITIONS**

- 19.1 It is agreed that the Centre shall have the right at any time to change, vary or amend any of these Terms and Conditions, or any part thereof, or to impose new Terms and Conditions, or impose any fees including but not limited to for use of online terminals or use of electronic equipment or any fee hikes or any new or additional fees whatsoever, at any time and from time to time without prior notice and the Learner shall be bound by any such fees or variation or amendment or addition to the Terms and Conditions provided that: A notice referring to the changes will be posted on the Centre's website and/ or notice board or mailed to the Learner. Any such notice will take effect immediately, without delay, and such notice can also be given at a later time after the amendment(s) have been made, taken effect or been applied.
- 19.2 In any event, notwithstanding the abovementioned, Learner's continued use of Centre's facilities, services and equipment, shall be deemed to constitute Learner's acceptance of such changes, modifications and/ or additions.

#### **20. SEVERABILITY**

In any term, phrase or clause of this Agreement, or any part thereof, should prove inapplicable, void, invalid or otherwise inoperable, it will be struck out or ignored, and its severance or otherwise will not affect in any way the validity or enforceability of the rest of this Agreement. This Agreement is subject to the Laws of Singapore.

-end-

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I agree to abide by the Terms and Conditions

2021/11/02