



## TERMS AND CONDITIONS OF LEARNER'S COURSE

The following Terms and Conditions ("Terms & Conditions") apply to any person who enrolls with BUKIT BATOK DRIVING CENTRE LTD (hereinafter called the "Centre") for any lessons or courses as selected from the Centre's enrolment form.

*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 these Terms & Conditions the following words shall have the meanings as set out below unless specified otherwise or the context clearly requires otherwise:
- 1.1 "Agreement" refers to and is constituted by the terms set out in the electronically accepted and/or physically signed enrolment form of the Centre, and these Terms & Conditions. This Agreement will endure for such periods as the Learner is enrolled for any lessons or courses offered by the Centre.
  - 1.2 "Booking Transaction" means any payment transaction effected by the Learner with the Centre using the Learner's PIN.
  - 1.3 "FIN" means the Foreign Identification Number issued to foreigners by the Immigration & Checkpoints Authority of Singapore and government agencies.
  - 1.4 "Learner" means any person applying for any course selected from the Centre's enrolment form, and who agrees to these Terms & Conditions and is accepted by the Centre as a Learner.
  - 1.5 "Maintenance Fee" means a fee charged by the Centre for maintaining a graduated/terminated/expired Membership Account.
  - 1.6 "Membership" means a membership to be issued to a Learner upon successful enrolment in any course with the Centre with a renewable validity period, which entitles a Learner to maintain a Membership Account.
  - 1.7 "Membership Account" means an account designated in the name of the Learner and maintained by the Centre for the purpose of debiting amounts payable by and crediting amounts due to the Learner to whom a User ID will be issued.
  - 1.8 "NRIC" means the Singapore National Registration Identity Card issued by the Singapore government to Singapore citizens.
  - 1.9 "PIN" means the 6-digit personal identification number created by a Learner, to be used with Login ID, for login entry to a Membership Account.
  - 1.10 "Private Courses" means the Private Class 3 Manual Transmission Course (Course P3) and the Private Class 3 Auto Transmission Course (Course P3A) conducted by private driving instructors, and Foreign Licence Conversion Course (Course P3).
  - 1.11 "School Courses" means theory, motorcar and motorcycle courses conducted by the Centre's instructors.
  - 1.12 "System" refers to the Centre's computerised system, records and database, and associated electronic and computer equipment and includes "computer system".
  - 1.13 "User ID" means the user identification assigned to a Learner to be used together with the PIN for login entry to a Membership Account.

### 2. USE OF PIN

- 2.1 The use of the PIN shall be in accordance with this Agreement or any other manner as may be authorised by the Centre from time to time.
- 2.2 The PIN must be kept confidential. The Learner agrees not to hold the Centre liable for any loss or damage suffered if the Learner's PIN has been disclosed to others.
- 2.3 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, which can be done over the counter at the Centre.
- 2.4 The Learner shall accept full responsibility for and hold harmless the Centre in respect of any losses arising from transactions processed by the use of the PIN, whether or not processed with the Learner's knowledge or by his authority.

### 3. ENROLMENT

- 3.1 The Learner accepts that the course enrolment fee paid is strictly non-refundable and/or non-transferable, and shall ensure that the correct course is selected prior to enrolment.

### 4. MEMBERSHIP AND RENEWAL

- 4.1 The Membership for School Courses are valid for one (1) year. The Membership for Private Courses are valid for six (6) months only.
- 4.2 If an enrolled course is incomplete at the end of a Membership term, the Centre shall automatically extend the Membership on a monthly basis if there is sufficient fund in the Membership Account and accordingly debit from the Learner's Membership Account for the payment of the requisite renewal fees payable in accordance with Clause 6.3(a) upon expiry of the existing Membership term unless otherwise notified by the Learner in person or by email giving notice of termination at least ten (10) working days prior to the date of expiry in accordance with Clause 15.1.
- 4.3 The Learner may also elect to renew the Membership manually for a specific duration to cover such period necessary for the viewing and booking of lessons and test that fall beyond the Membership expiry date.
- 4.4 The Centre reserves the right to revise the applicable renewal fee from time to time without prior notice and such fees shall be published on the Centre's website at <https://info.bbdc.sg/membership-renewal-fees>.

### 5. TOP UP OF MEMBERSHIP ACCOUNT

- 5.1 All payments into the Membership Account must be made by NETS, PayNow or cheque.
- 5.2 Cheques must be issued in favour of BUKIT BATOK DRIVING CENTRE LTD. Cheques which are post-dated will not be accepted.
- 5.3 Cheque payments will be entered into and reflected in the Learner's Membership Account five (5) working days following clearance of the cheque.
- 5.4 The Learner may top up his/her Membership Account via the unique PayNow QR Code which will be generated after keying in the top-up amount in the Centre's portal. Following a successful transaction, the updated account balance shall be immediately reflected in the Membership Account. It is the responsibility of the Learner to ensure that the transfer is correctly made to 'Bukit Batok Driving Centre Ltd'.
- 5.5 In the event of any discrepancy, the Learner is required to present documentary evidence (e.g. bank statement) with the relevant transaction information for the Centre's verification.
- 5.6 Payment via PayNow using the Centre's UEN shall be subject to the bank and the Centre's confirmation of the transaction and shall be reflected in the Learner's Membership Account within five (5) working days after such confirmation.

### 6. CHARGES/ADMIN FEE

- 6.1 The Learner shall at all times ensure that his/her Membership Account has sufficient funds to pay for charges, fees and other payments.
- 6.2 In the event that the Learner has insufficient funds in the Membership Account for one (1) 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 Membership, and the Learner shall be wholly responsible for and shall have no recourse whatsoever against the Centre for any losses.
- 6.3 The Centre may charge and the Learner hereby fully consents and authorises the Centre to immediately debit from his/her Membership 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 fee.
  - (b) Administrative charges for the re-issue of cheques to the Learner.
  - (c) Goods & Services Tax (GST) in respect of any fees charged or expense/cost incurred by the Learner.
  - (d) Amount(s) due for booking(s) made according to the Centre's record of transaction.
  - (e) Administrative fee for the issue of each replacement PIN.
  - (f) Fixed Group and/or Fixed Instructors surcharges (details of which are stated in the Centre's application form) may apply if applicable.
  - (g) Cancellation fee for cancellation of any booking transaction or excessive cancellations may apply.
  - (h) Monthly Maintenance Fee.
  - (i) 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 expenses incurred arising from requests made by the Learner.
  - (j) Administrative fee for reinstatement of expired Membership Account, calculated based on the applicable fees for the period from the expiry of the Membership Account to the date of reinstatement.
  - (k) Administrative fee is payable for scheduling of test date due to special circumstances.
  - (l) Facility fee for use of online enrolment.

- (m) Administrative fee for booking of test.
  - (n) Administrative fee for termination of active/valid Membership Account.
  - (o) Account facility fee.
- 6.4 All fees paid in accordance with Clause 6.3 are non-refundable and non-transferable, except as stated in Clause 10.2.

## 7. NON-CANCELLATION OF BOOKING TRANSACTION

- 7.1 The booking transactions for all training sessions (excluding Warm-up, Vehicle Rental and Test) may only be cancelled if the cancellation is made not less than 48 hours before commencement of the training session (the "Specified Period"). The cancellation shall be done through the Centre's self-service terminal during the counter-operation hours or via the Centre's booking system. The Specified Period is subject to change from time to time without prior notice, and will be available on the Centre's booking system. Once cancellation is successfully effected, the Centre shall immediately credit such refunded amount to the Learner's Membership Account.
- 7.2 Any cancellation made by the Learner less than the Specified Period ("Late Cancellation") may be subject to system error or default, disruption, internet connectivity issues, system maintenance, or system unresponsiveness, at which time the cancellation may not be effected and in such event no refund shall be made to the Learner. In the event of a Late Cancellation, the session will be made available to others via "Try-Sell". If the session is successfully taken up via Try-Sell, the course fee for the session will be refunded to the Learner's Membership Account. Otherwise, no refund will be made.
- 7.3 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 Centre's website and/or notice board.
- 7.4 The Centre is entitled to reschedule any booking transactions made at its discretion (whether due to any system error or default, scheduling issues or unforeseen circumstances).

## 8. CANCELLATION OR SUSPENSION OF SERVICE

- The Centre may cancel or suspend the Learner's use of the booking system at any time at its sole discretion without notice if the Centre suspects that the booking system or the Learner's User ID and PIN is being used, or may be used:
- (a) by a third party's automated service;
  - (b) in breach of these Terms & Conditions; or
  - (c) in a manner that may cause loss to the Learner or the Centre.

## 9. WEBSITE/BOOKING SYSTEM/MOBILE APP

- 9.1 The Centre will not be liable for any fault, virus or other malicious software, loss and/or damage to the Learner's computer or other electronic system or consequential loss resulting, directly or indirectly, from using, connecting to, or accessing the Centre's website, booking system or mobile app.
- 9.2 The 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 including but not limited to losses in connection with any inability to book or cancel bookings, any data inaccuracy, any error or omission, any delay, or if the Learner is unable to access the Centre's website, booking system or mobile app for whatsoever reason, and the Learner shall keep and hold the Centre and its agents and staff harmless from all claims and expenses arising in connection with the foregoing.
- 9.3 All transaction records should refer to the Centre system's database record in the event that there are any discrepancies.
- 9.4 As information transmitted through the Internet may generally not be fully confidential, the Centre does not guarantee the protection of the Learner's privacy. The Learner shall take all necessary measures (including changing the Learner's PIN from time to time) to protect the secrecy of the Learner's PIN. The Centre is not liable for any loss suffered by the Learner or any third party due to any wrongful or fraudulent use of the Learner's account by the Learner or any other person.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 The Learner agrees to indemnify the Centre and its employees, servants and/or agents from and against all claims and expenses arising out of the Learner's use of its website, booking system and mobile app.

## 10. FIXED GROUP AND FIXED INSTRUCTOR SCHEMES

- (This Clause 10 is only applicable to Learners who signed up for Fixed Group and/or Fixed Instructor Schemes)*
- 10.1 Any Learner applying under the Fixed Group Scheme (with surcharge) and/or Fixed Instructors Scheme 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.
  - 10.2 A fixed surcharge will be imposed upon booking confirmation. The fixed surcharge will only be refunded or credited to the Learner's Membership Account at the end of the session, if none of the Learner's preferred Fixed Group Instructors and/or Fixed Instructors is allocated. The refund will be made once the system is updated.
  - 10.3 The 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.
  - 10.4 Should the system be unable to allocate any preferred Fixed Group Instructors and/or Fixed Instructors in the specified session due to whatsoever reason, the Learner willing and agrees to accept any instructor and vehicle that is assigned to the Learner instead.
  - 10.5 The Learner is aware that the Centre is unable to guarantee that the Learner will be allocated the Learner's preferred Fixed Group Instructors and/or vehicles due to operational reasons.
  - 10.6 The Learner agrees to accept any instructor and any model of vehicle assigned to the Learner for warm-up session and on practical test day.
  - 10.7 The Centre has the right to replace or appoint another instructor(s) to the Learner's preferred Fixed Group Instructors at its sole discretion, without prior notice. The preferred Fixed Group Instructors' surcharge will still be payable in such event.
  - 10.8 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 the Learner also agrees to cancel all the existing bookings (if any) and re-book the practical lessons under the new Fixed Group's booking chart, including the re-assessment lesson(s) on the training progress, lessons will then commence according to the new training status as assessed by the New Fixed Group Instructors.
  - 10.9 The Learner is required to change his preferred Fixed Group Instructors if his preferred Fixed Group Instructors no longer exist due to unforeseen circumstances.

## 11. DISCLAIMERS FOR THEORY TEST AND PRACTICAL TEST

- 11.1 The 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, the Learner should possess a valid passed Basic Theory Test result in Traffic Police's system.
  - (b) For Class 2B, the Learner must possess a valid electronic Provisional Driving Licence ("PDL") and a valid passed Riding Theory result in Traffic Police's system.
  - (c) For Class 2A, the Learner must possess a valid Class 2B Qualified Driving Licence ("QDL") for at least one (1) year based on licence issue date.
  - (d) For Class 2, the Learner must possess a valid Class 2A QDL for at least one (1) year based on licence issue date.
  - (e) For Class 3 and Class 3A, the Learner must possess a valid electronic PDL and a valid passed Final Theory Test result in Traffic Police's system.
  - (f) For Class 3A upgrade to Class 3, the Learner must possess a valid Class 3A QDL Licence and a valid electronic PDL.
  - (g) For Class 3C/3CA upgrade to Class 3/3A, the Learner must possess a valid Class 3C/3CA QDL Licence and a valid electronic PDL.
  - (h) Class 3, 3A, 2B, 2A and 2 Learner must complete the requisite Traffic Police Simulation Training (TPDS) before booking practical test unless exempted by Traffic Police.
  - (i) The Learner must not be under suspension or disqualification or revocation of licence under any class of driving licence.
  - (j) The Learner must not have more than 12 demerit points for any class of driving licence, inclusive of any pending offences and/or offences committed before and/or after enrolment, failing which will lead to revocation of his newly acquired licence.
  - (k) A latecomer will be disqualified from taking any Theory or Practical Test.
  - (l) The Learner must produce the above valid documents and a valid NRIC or Passport. Learners who are foreigners must produce valid documents, FIN card and Passport.
- 11.2 Any 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 registered 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.
- 11.3 The 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 includes (but is not limited to) any traffic offence charge, cancellation, test rejection and any disqualification from taking the test.
- 11.4 The Learner agrees not to hold the Centre and 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, the test or any information or notification provided by Centre to the Learner about the test.

- 11.5 The Learner will be disqualified by court from holding or obtaining a driver's licence upon conviction if the Learner is under investigation and will be charged or has been charged for any serious traffic offences under the Road Traffic Act 1961 of Singapore. The disqualification will be imposed on all classes of driving licence including any newly acquired licence.
- 11.6 Any 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 and/or practical test.
- 11.7 P3 and P3A Learners agree to rely on their driving instructor for information and instructions including but not limited to matters relating to the use of the Centre's facility, validity of their driving instructors' licence, booking and cancellation of tests, and requirements of the Traffic Police's test.

## 12. RULES FOR LEARNER

*(TAKE NOTE: Clauses 12.15 to 12.24 will not be applicable to Learners undergoing the Private Courses)*

- 12.1 The Learner is not allowed to enter the training circuit except for training and test purposes only.
- 12.2 Children are prohibited from entering 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. Learners are strictly prohibited from bringing any pets into the Centre.
- 12.3 No smoking is allowed on the premises.
- 12.4 This Agreement will be terminated and the Learner expelled immediately from the Centre if the Learner is found to have vandalised, or committed an offence or any misconduct (including any misconduct by the Learner's family members), behaved inappropriately in the Centre, or endangered the safety or the lives of the Learner, other Learners, the instructors, testers, the Centre's employees or any member of the public.
- 12.5 The 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 training or test session, and in any such default, fees will not be refunded.
- 12.6 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.
- 12.7 The 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 the Learner from being present or punctual for any training session or test booked by the Learner.
- 12.8 The Centre reserves the right to disqualify the Learner should the Learner fails to satisfy test requirements after enrolment or during the test.
- 12.9 In lieu of disqualification under this Clause 12, the Centre may at its absolute discretion suspend the Learner for such period or periods of time as it deems fit at its sole discretion for breach of this Agreement.
- 12.10 During Theory Lesson, Practice, Evaluation and Test, talking, chatting, eating, taking video or photographs, recording or copying practice and evaluations contents are strictly prohibited.
- 12.11 During any test, a dictionary is not allowed except for foreigners who have obtained the consent of the invigilators on duty.
- 12.12 Any suspected cases of cheating will be handed over to the Police immediately.
- 12.13 All communication and electronic devices, such as mobile phones, must be switched off during Theory and Practical Tests, Theory Lessons, Practise and Evaluation, and Practical Lessons.
- 12.14 The Centre reserves the right to reschedule the test date or test evaluation date in the event of any disruption due to unforeseen circumstances.
- 12.15 The Learner will be liable for all traffic offences and/or demerit points and/or fines incurred while the vehicle is driven by the Learner, and the Centre accordingly disclaims all responsibility and liability in this respect.
- 12.16 The 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 sessions. For riding courses (Class 2B, 2A and 2), a long-sleeved shirt, long pants, gloves, helmet liner, and boots/shoes are required.
- 12.17 The Learner must accept any instructor, vehicle model and vehicle allocated to the Learner at all times.
- 12.18 The 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. The Learner has to complete the sessions/revisions as recommended by his/her instructor.
- 12.19 The Learner is aware that he has to schedule and book his/her own training sessions upon enrolment to ensure the availability and reservation of motorcar training slots.
- 12.20 The 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 System shall automatically cancel the Learner's test date and there will be no refund of test fee, vehicle rental and warm up fees.
- 12.21 Any 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 registered 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.
- 12.22 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. The Learner will not be entitled to any cancellation, postponement or refund for any such booking.
- 12.23 It is agreed that the Centre or its instructors, at its/their absolute discretion, may require the Learner to undergo revision of any previous lesson, and the Learner shall bear the fee for such lessons.
- 12.24 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 PDL and/or QDL for that particular course he is in and his valid NRIC/ Passport or valid FIN Card for foreigners.

## 13. SEND SERVICE

- 13.1 This service is provided for any course 3, 3A, 3AP, 3P, R3P, R3AP and 3F Learner who wishes to end their practical lesson at a designated point. Learner shall inform the instructor the preferred destination at the beginning of the practical lesson.
- 13.2 The Learner agrees that time spent sending him to the destination and instructor returning to the Centre will be included in the Learner's training hours.
- 13.3 The Learner will not hold the Centre and its agent or staff responsible for any claims or disputes arising directly or indirectly from any disruption to the Send Service which will include any time loss due to traffic jam, miscommunication of drop off point information or accident.

## 14. DISQUALIFICATION

- 14.1 The Centre shall at its absolute discretion be entitled to disqualify the Learner on the occurrence of any of the following events:
- violation by the Learner of these Terms & Conditions (including the rules and regulations contained herein);
  - any misrepresentation by the Learner to the Centre;
  - the accumulation of more than 12 demerit points under the Driver Improvement Point System (DIPS) during 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;
  - the Learner's failure to possess the required Singapore QDL for Class 2B or 2A for at least one (1) year before undergoing the course for Class 2A or 2 respectively;
  - the Learner's possession of a QDL or electronic PDL for any one (1) or more classes while being under disqualification or suspension or revocation;
  - the Learner having multiple bookings of test dates for the same course, whether in the Centre or at other test centres;
  - the Learner's failure of the eye-sight test required for electronic PDL application; or
  - the Learner's failure to produce the medical certificate of fitness issued by a medical doctor upon request from the Centre.
- 14.2 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.

## 15. GRADUATION, TERMINATION AND EXPIRY

- 15.1 The Learner may terminate this Agreement and the Membership by informing the Centre at least ten (10) days prior to the date of expiry of the Membership together with all necessary documents (valid NRIC/Passport or FIN Card for foreigner).
- 15.2 Bookings made prior to the termination of this Agreement shall be cancelled in accordance with Clause 7.
- 15.3 Except as provided in Clause 15.7, and where there is any unsettled claim against the Learner by the Centre, any balance sum in the Membership Account shall be used to set off such claims upon termination by the Learner or the Centre.
- 15.4 Upon termination, expiry or graduation, the Centre shall be entitled immediately to delete from its records the entire Learner's particulars and data.
- 15.5 The Learner shall be responsible for examining and ensuring the accuracy of every entry made with respect to the Membership Account and to inform the Centre immediately of any irregularities or discrepancies, failing which the Learner shall be deemed to have accepted the entries.
- 15.6 The Learner shall collect cash refund if the account balance is \$20 and below within six (6) months upon graduation or termination of Membership Account, otherwise, Clause 15.9 shall apply.

- 15.7 The Centre shall refund the account balance with more than \$20 in the Learner's Membership Account by cheque, payable to the registered name and send via normal mail to the registered address in the Centre's system, two (2) weeks from the date of graduation or termination. Learner may also opt for self-collection of cheque on day of graduation or termination. Learner shall be responsible for ensuring the accuracy of the name and address registered in the Centre's system.
- 15.8 Upon termination or graduation, the Learner shall bank in the cheque within six (6) months, failing which Clause 6.3(h) shall apply. Upon closure of the Membership 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.
- 15.9 Any balance remaining in the Learner's Membership Account not withdrawn upon graduation, termination or expiry of this Agreement or due to an unsuccessful refund shall be subject to deductions of Monthly Maintenance Fee (if any). Upon reaching a zero balance in the Membership Account, the Membership Account shall be automatically closed, and the Learner agrees not to make any claims against the Centre over this matter.
- 15.10 All payments into the Membership Account shall not be withdrawn fully or partially before termination or graduation of Membership.
- 15.11 It is the Learner's sole responsibility to ensure termination of this Agreement is effected if requested in writing.

#### **16. LIMITATION & EXCLUSION OF LIABILITY**

- 16.1 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 caused to any property of the Learner on the premises where such loss or damage is caused by any breakdown, failure or malfunction of the System, disruption in shuttle service, machinery or equipment, whether or not due to any acts or omissions of the Centre whatsoever.
- 16.2 Where death or personal injury occurs to the Learner as a result of the Centre's or the Centre's agents' or servants' negligence, recklessness, or fault or to a breakdown and/or malfunction in any part or parts of the training equipment or vehicle, whether on the premises or on the road, the Centre's liability shall be limited to the Centre's insurance coverage, subject to all applicable laws.
- 16.3 The Centre excludes all liability whatsoever for property damage or loss to the Learner or Learner's family, friends, servants and agents ("associates") howsoever caused, and therefore the Learner and his associates bring their property onto the premises at their own risk, and the Learner agrees to hold harmless and indemnify the Centre for all losses arising in this respect. If this exclusion of liability provision is held to be unenforceable, the Centre nonetheless limits its liability to S\$100 compensation for any one (1) occurrence or incident or accident.

#### **17. LEARNER'S INDEMNITY**

- 17.1 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, and/or 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 and/or his associates.
- 17.2 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 the Learner should inform the Centre of such matters (if any) before or during the training/driving sessions as soon as the Learner is aware of it. In respect of the foregoing, the Learner shall indemnify the Centre for any injury or disability sustained by the Learner as a consequence of any accident or incident that might occur as a result.
- 17.3 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, its employees, servants and/or agents responsible or liable in the event of any loss or claim or expense incurred due to the Centre's rescheduling of training session or the Centre's cancellation of any training session or system error or system problem or omission or system malfunction or vehicle breakdown.
- 17.4 The Learner shall be responsible for his own insurance coverage and agrees to purchase any insurance he deems necessary.

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

- 18.1 The Learner accepts that lessons shall be conducted in camera surveillance classrooms, a home-based online learning platform, and vehicles with installed in-car cameras for motorcar courses, where personal data may be collected.
- 18.2 The Centre receives or collects personal data for the purpose of planning, administering, service follow-up, facilitating the full scope of training and testing services, investigation, staff training and, where applicable, for the purchase of personal accident insurance for the Learner.
- 18.3 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 Traffic Police, the Land Transport Authority, government authorities and other parties, in compliance with the law, in connection with establishing legal claims or necessary for the Centre to carry out its operations. Such parties include insurers (and their agents who are handling insurance coverage and facilitating insurance claims), banks (including or their agents who are involved in processing payment services), external vehicle workshops, IT vendors and other vendors engaged by the Centre for the purpose of enhancing the Centre's services.
- 18.4 Please contact the Centre via the Centre's feedback website if the Learner:
- (a) has any enquiries or feedback on the Centre's data protection policies and procedures; or
- (b) needs more information on or access to the data which the Learner has provided to the Centre in the past.

#### **19. COMMUNICATION**

- 19.1 The Learner shall notify the Centre of any change in address, contact details or other particulars stated in the Enrolment Application Form. In the event the contact details are incorrectly provided by the Learner or outdated, the Learner shall not hold the Centre and its staff responsible for the lack of communication.
- 19.2 The Centre may choose to communicate to the Learner via email, electronic message, mail or courier. All correspondences, notices, cheques and any other communications to the Learner if sent by post, email, text 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, sending or on the day when it was left at the last known address.

#### **20. 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 provided or utilised at the Centre or elsewhere.

#### **21. VARIATION/AMENDMENT TO TERMS & CONDITIONS**

- 21.1 It is agreed that the Centre shall have the right at any time to change, vary or amend any of these Terms & Conditions, or any part thereof, or to impose new Terms & 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 agrees to be bound by any such fees or variation or amendment or addition to these Terms & 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.
- 21.2 In any event, notwithstanding the abovementioned, the Learner's continued use of the Centre's facilities, services and equipment, shall be deemed to constitute the Learner's acceptance of such changes, modifications and/or additions.

#### **22. SEVERABILITY**

If any provision in this Agreement, shall be held to be inapplicable, void, invalid or otherwise inoperable in hold or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. To the extent it is not possible to delete or modify the provision, in whole or in part, under this Clause 22, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause 22, not be affected.

#### **23. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Singapore and the parties hereto agree to submit to the exclusive jurisdiction of the courts of Singapore.

-end-