



**General Terms and Conditions
for PSA University and PSA Institute
Training Services
October 2016**

- I. These are the general terms and conditions (the “**Conditions**”) that, together with your application form (the “**Application Form**”), constitute the legal agreement (the “**Agreement**”) between you (“**the Applicant**” or “**you**”) and PSA Corporation Limited (“**PSA**” or “**we**”) for your purchase of PSA University and/or PSA Institute training services (“**Training Services**”), which may include printed materials in relation to the Training Service (the “**Training Materials**”) and online documentation (“**Documentation**”).
- II. By submitting the Application Form, whether submitted online or otherwise, you agree to these terms which will bind you and (if you are an employer) your employees. If you do not agree to these terms, we shall not provide any Training Service, Training Materials or Documentation to you and you must discontinue the purchasing process now.

1. THE TRAINING SERVICES

- 1.1 The Training Services shall be as set out in the Application Form.
- 1.2 Please note that we reserve the right to change the course content of any Training Service at any time and without notice.

2. SALE AND PURCHASE OF TRAINING COURSES

- 2.1 The sale and purchase of Training Services are subject to the following:
 - 2.1.1 availability of places for the relevant Training Service;
 - 2.1.2 execution of the Application Form by the Applicant and confirmation by PSA; and
 - 2.1.3 the prices set out for the relevant Training Service.
- 2.2 **Confirmation of Training Service and joining instructions**
 - 2.2.1 If a Training Service is full at the time that you register, you will be automatically added to the waiting list. If a space becomes available we will notify you by phone and/or email.
 - 2.2.2 Training Service dates and venues may sometimes be changed for unforeseen reasons. We will notify you if a course is rescheduled or moved to a new venue.
 - 2.2.3 We make every attempt to ensure that Training Services run. However, PSA reserves the right to alter any arrangements, including cancellation of Training Services if required. All applicants will be advised of the cancellation by phone or email.
 - 2.2.4 Once your registration for a Training Service has been successfully processed, you will receive a confirmation with the course details. If you have not received such confirmation by 3 business days prior to the commencement of the Training Service, please call our enquiry line. PSA shall not be liable for non-receipt of such confirmation and refunds will not be issued under such circumstances.

3. TRAINING MATERIALS AND COPYRIGHT

- 3.1 Unless otherwise noted, the Training Materials are the exclusive copyrighted property of PSA. Training Materials include Training Service notes (training manuals), presentation slides and course data. None of the Training Materials may be reproduced, republished, distributed, posted, sold, or transferred. PSA’s copyright extends to all electronic or supplementary materials provided as part of a course. Training Materials are available only for the Applicants.

- 3.1 Except as expressly set out in the Agreement, you undertake (and you undertake to procure that your employees or any other delegate attending a Training Service on your behalf or on your account so undertakes):
- 3.1.1 not to copy the Training Materials in relation to a Training Service or Documentation except where such copying is incidental or necessary for the purposes of completing the relevant Training Service;
 - 3.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials or Documentation;
 - 3.1.3 not to alter, or modify, the whole or any part of the Training Materials or Documentation, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;
 - 3.1.4 to supervise and control the use of the Training Materials and Documents and ensure that they are used by your employees and representatives in accordance with the terms of the Agreement; and
 - 3.1.5 not to provide or otherwise make available the Training Materials or Documentation in whole or in part, in any form to any person without prior written consent from PSA.

4. CANCELLATION OF TRAINING SERVICES

4.1 Cancellation of Training Service

- 4.1.1 Unless otherwise specified in the Application Form, any cancellation of a Training Service by the Applicant must be made no later than 10 business days (the “**Cancellation Notice Period**”) before the start of relevant Training Service. We will only accept cancellations that are made in writing to PSA.
- 4.1.2 If the Applicant fails to attend a Training Service, or to provide the notice as required by the Cancellation Notice Period, full payment to PSA for the Training Service will be required.
- 4.1.3 PSA reserves the right to refuse, limit or cancel any Training Service if a trainee in the opinion of PSA has displayed unreasonable behaviour or is deemed to be violent, abusive or disruptive. In such cases, no refund or cancellation fee will be paid.
- 4.1.4 We reserve the right to cancel a Training Service at any time, without incurring any additional liability. In such circumstances, we will offer alternative dates, a full refund or a credit note.

4.2 Refund Policy

If a refund is approved by PSA, it will be made through a mode of payment as determined by PSA in its sole discretion.

5. PSA'S LIABILITY

- 5.1 Nothing in the Agreement shall exclude or in any way limit PSA's liability for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.

- 5.2 PSA shall not be liable under, or in connection with, the Agreement or any collateral contract for:
- 5.2.1 loss of income;
 - 5.2.2 loss of business profits or contracts;
 - 5.2.3 business interruption;
 - 5.2.4 loss of the use of money or anticipated savings;
 - 5.2.5 loss of information;
 - 5.2.6 loss of opportunity, goodwill or reputation; or
 - 5.2.7 any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 5.3 Except for matters caused by PSA's negligence or wilful default (or that of its employees and agents), PSA shall not be liable to you for any loss, harm or damage caused to you or any other Applicant, your property or your premises (for any courses conducted by PSA on your premises).
- 5.4 You agree to indemnify and hold PSA harmless against all cost or losses suffered or incurred by PSA due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions against PSA arising out of or relating to a third party's any alleged harm, loss or damage caused to any person, property due to any cause other than PSA's negligence or wilful default (or that of its employees and agents).
- 5.5 Subject to what is provided above, PSA's maximum aggregate liability under or in connection with the Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to Training Service fees actually paid by you.
- 5.6 PSA's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in Singapore.
- 5.7 The Agreement sets out the full extent of PSA's obligations and liabilities in respect of the supply of the Training Services, Training Materials and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on PSA except as specifically stated in the Agreement.

6. TERMS OF PAYMENT

- 6.1 All payment for Training Services must be made no later than 10 business days prior to the start of Training Service.

7. TERMINATION

- 7.1 PSA may terminate the Agreement immediately in its sole discretion without being obliged to provide any reasons or immediately by written notice to you if:
- 7.1.1 you commit a material or persistent breach of the Agreement which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
 - 7.1.2 a petition for a bankruptcy order to be made against you has been presented to the court; or

7.1.3 the Applicant (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 254(2) of the Companies Act), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 254(2) of the Companies Act).

7.2 Upon termination for any reason:

7.2.1 all rights granted to you under this Conditions shall cease;

7.2.2 you must cease all activities authorised by this Conditions;

7.2.3 you must immediately pay to PSA any sums due to PSA under this Conditions; and

7.2.4 you must immediately delete or remove the Training Materials or Documentation from all computer equipment in your possession, and immediately destroy or return to PSA (at PSA's option) all copies of the Training Materials and Documentation then in your possession, custody or control and, in the case of destruction, certify to PSA that you have done so.

8. USE OF PERSONAL INFORMATION

8.1 By registering for a Training Service, the Applicant is deemed to have given his/her consent:

8.1.1 for the information he/she has submitted to be used by PSA in accordance with and to the fullest extent permitted by prevailing law and such policies which PSA may have at the relevant time; and

8.1.2 for any photographs or videos taken by PSA's staff during the course to be used by PSA for training or marketing purposes.

9. TRANSFER OF RIGHTS AND OBLIGATIONS

9.1 The Agreement is binding on you and us, and on our respective successors and assigns.

9.2 You may not transfer, assign, charge or otherwise dispose of the Agreement, or any of your rights or obligations arising under it, without our prior written consent.

9.3 We may transfer, assign, charge, sub-contract or otherwise dispose of the Agreement, or any of our rights or obligations arising under it, at any time during the term of the Agreement.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (a "**Force Majeure Event**").

10.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control.

10.3 Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

11. WAIVER

- 11.1 If we fail, at any time during the term of the Agreement, to insist upon strict performance of any of your obligations, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 11.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 11.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

12. GENERAL

- 12.1. Any notice required or permitted to be given by either party to the other under these terms shall be in writing.
- 12.2 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected thereby.
- 12.3 The Agreement shall be governed by the laws of Singapore and the parties submit to exclusive jurisdiction of the courts of Singapore.

13. ENTIRE AGREEMENT

- 13.1 The Agreement and any document expressly referred to in them represent the entire agreement between us in relation to the purchase of Training Services, Training Materials and Documentation and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 13.2 We each acknowledge that, in entering into the Agreement, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these terms, except as expressly stated in the Agreement.
- 13.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of entering into these terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

14. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We have the right to revise and amend these Conditions from time to time without notice to you.

15. PREVAILING TERMS

Unless expressly provided otherwise in the Agreement, the Application Form shall prevail in the event of any contradiction or inconsistency between the Application Form and these Conditions.