Terms and Conditions for

SkillsFuture Credit Eligible Courses (For Applicants)

Thank you for visiting the SkillsFuture Credit portal ("Portal"). By submitting an application to use your credits through the Portal (the "Application"), you are deemed to have agreed to these Terms and Conditions. This is a legally binding contract between you and SkillsFuture Singapore Agency ("SSG").

Terms and Conditions

1. Provision of Information

1.1 You hereby declare that all information and particulars provided in the Application are true, complete, accurate and not misleading in any way.

1.2 If:-

- (a) you are found to have provided false, incomplete, inaccurate or misleading information or particulars; or
- (b) you have (for courses described in the Portal as "Pay to Self" or with words of similar import or meaning) failed, for any reason at all, to attend the run of the course specified in your Application or the Postponed Course (defined below) (as the case may be),

you will be required to pay to or return to SSG, within fourteen (14) calendar days of SSG's request, or (specifically in the case of (b)) within fourteen (14) calendar days from the date of failure to attend, an amount equivalent to the value of credits drawn from your account as specified in your Application, at your own cost.

- 1.3 In the event that SSG determines (in its reasonable opinion) that you have provided false, incomplete, inaccurate or misleading information or particulars to SSG in the Application, without prejudice to any other right which SSG may have at law or otherwise, SSG shall have the right to (without further reference to you):-
 - (a) reject any other application(s) made by you to use your credits, whether such application(s) is made through this Portal or otherwise; and/or
 - (b) suspend your SkillsFuture Credit account indefinitely with immediate effect.
- 1.4 You agree that SSG may, without further reference to you, share all information and particulars provided in the Application: -

- (a) with any Government agency, statutory board, or authorised service provider engaged for the administration of the SkillsFuture Credit scheme for any purpose whatsoever; and
- (b) with any person or entity for the purposes of survey(s) relating to the SkillsFuture Credit scheme commissioned by SSG or any Government agency or statutory board.

2. Payment of SkillsFuture Credit to Training Provider or Self

- 2.1 For courses described in the Portal as "Pay to Training Provider" or with words of similar import or meaning, you hereby authorise SSG to:-
 - (a) draw from your SkillsFuture Credit account the amount of credits you applied to use in the Application; and
 - (b) credit the equivalent monetary amount directly to the training provider specified in your Application.
- 2.2 For courses described in the Portal as "Pay to Self" or with words of similar import or meaning, you hereby authorise SSG to credit such payment to your bank account using the details furnished in your Application.
- 2.3 You are not allowed to retain, for each run of the course specified in your Application or the Postponed Course, monies in excess of the amount equivalent to the value of credits that you have applied to use in the Application, and you are required to repay SSG any such excess amount.

3. Attendance of Course

- 3.1 You are required to attend the run of the course specified in the Application or the Postponed Course (as the case may be) personally. Without prejudice to your obligation to attend the said run or the Postponed Course, for courses described in the Portal as "Pay to Training Provider" or with words of similar import or meaning, if you fail (for any reason) to attend the run of the course specified in your Application or the Postponed Course (as the case may be) and you have not cancelled your Application with SSG, you bear the risk of credits still being drawn from your SkillsFuture Credit account by SSG to pay for the run or the Postponed Course, and SSG shall not be responsible or accountable to you in any way for such drawing down of credits.
- 3.2 Unless otherwise permitted by SSG:-
- (a) you are required to submit your Application before the start date of the run of your course;

(b) if you wish to cancel your Application, you are required to do so before the start date of the run of your course or the Postponed Course.

This Clause 3.2 shall be read subject to Clauses 3.3 and 3.4 below.

- 3.3 Where the start date of the run of your course has been changed to a date different from that stated in your Application, you are required to cancel your Application and (unless you no longer wish to use SkillsFuture Credits to pay for the run with the new start date) re-submit your Application before the new start date or original start date of the run (whichever is earlier). If, however, the start date of the run of your course has been postponed by the training provider to a date falling within fourteen (14) calendar days after the original start date of the run ("Postponed Course"), and you have provided a prior written confirmation (prior to the original start date) to the training provider that you would not withdraw or otherwise cancel your Application and that you would use the credits instead for the purposes of the Postponed Course, you are not required to cancel and resubmit your Application.
- 3.4 You agree that SSG shall be entitled to refer to and rely on information provided by the training provider (including attendance records) to determine if you have attended a run of a course or a Postponed Course.
- 3.5 To be considered as having attended a run of a course or a Postponed Course commenced online where there was no scheduled date on which you were required to attend your first training session / lesson ("Asynchronous Run"), you must have, within fourteen (14) calendar days after the earliest date on which you were able to gain online access to have your first training session / lesson (e.g. the date on which you were given the necessary online user ID and password), attended the Asynchronous Run by performing the necessary online activities / activity.
- 3.6 For the purposes herein, the earliest date on which you are able to gain online access to have your first training session / lesson (e.g. the date on which you are given the necessary online user ID and password) shall be deemed to be the start date of an Asynchronous Run.
- 4 Retention and Furnishing of Documentation and Records
 - 4.1 You shall retain all documents and records (electronic, written or otherwise) provided to and received from the training provider pertaining to the run of the course specified in the Application or the Postponed Course (as the case may be) ("Course Records") for a period of six (6) months from the date of your Application. Course Records shall include (without limitation) receipts, invoices, and documents or records confirming your registration for, payment for, or attendance at, the run of the course or the Postponed Course in respect of which you made the Application. You shall, within fourteen (14) calendar days after SSG's written request, furnish to SSG such Course Records as specified by SSG.

5 General

- 5.1 SSG shall be entitled to suspend the processing of, reject or approve your Application without advance notice or liability to you or any other person, and without giving any reasons for its decision.
- 5.2 SSG will not be liable to you in any manner for any loss, damage or expense incurred or suffered by you arising from or in connection with your Application (whether or not such loss, damage or expense arises from circumstances within SSG's control).
- 5.3 These Terms and Conditions may be amended or supplemented by SSG from time to time. You are responsible for checking this webpage from time to time for the most current version of these Terms and Conditions.
- 5.4 You consent to SSG and its appointed agents or contractors contacting you using your contact details provided in your Application or through the Portal for the purposes of conducting surveys relating to any course for which you have applied to use SkillsFuture Credit, or relating to the SkillsFuture Credit scheme generally.
- 5.5 You acknowledge and agree that your SkillsFuture Credits are personal to you, and cannot be transferred to anyone else, or be used for the benefit of anyone else.

Last updated on 6 Jul 2020