

Training Course Registration Form

Kindly email the completed Training Course Registration Form to cily.dwidya@swirespo.com (Attn: Cily)

(A) Details of Available Courses

Course Titles	Course Dates	Course Fees ¹			
		Original Price (SGD)	Discounted Price (SGD) ² Members of SSA and MPA staff	Discounted Price (SGD) ³ Repeated Customers	Eligible for MPA's MCF Subsidy ⁴
Emergency Response and Crisis Management for the Shipping / Energy Industry (NEW)	11 to 13 Sept 2019	2,000.00	1,000.00	1,800.00	No
IMO Level 3 – Oil Spill Management	09 to 11 Sept 2019 25 to 27 Nov 2019	2,000.00	1,000.00	1,800.00	Yes
ICS 300 – Intermediate ICS for Expanding Incidents	11 to 13 Sept 2019 27 to 29 Nov 2019	1,700.00	850.00	1,530.00	Yes
Venue	Swire Marine Training Centre, 1 Loyang Way 4, Singapore 507028, unless otherwise expressly stated.				
Payment	Payment would need to be made prior to the commencement of the course to secure the participant's registration.				
Date/Time	Please refer to the Course Instructions which will be issued via email upon receipt of full payment.				

- 1) The course fees do not include travel, visas, accommodation, meals and living costs (except lunch on course days), VAT, or any other costs or taxes unless otherwise expressly stated.
- 2) Members of Singapore Shipping Association (SSA) and staff working for Maritime Port Authority (MPA) will enjoy a special 50% discount of the original course fees. Individuals/companies who are not members of the SSA or staff working for MPA will be required to pay the full course fees.
- 3) Individuals/companies who have previously registered for a course with SER will be entitled to a 10% discount on the original course fees.
- 4) Applicants are responsible for determining if they are eligible for MPA's MCF subsidy based on MPA's Terms and Conditions. To apply for the MCF subsidy, **please download the latest copy of the MCF form [here](#) and submit it together with this Training Course Registration Form to SER.**

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(B) Sponsoring Organisation

Company Name	
Company Address	
Billing Address (Please state if different from Company Address)	
Contact Person	
Job Title	
Contact Details	
Email Address	

(C) Details of Delegates
Delegate 1

Name					
Designation					
Course Title (Indicate interested course for enrollment)			Course Dates		
Applicable Course Fees (Tick whichever is applicable)	<input type="checkbox"/>	Public	<input type="checkbox"/>	Member of SSA and SPO Partner	<input type="checkbox"/>
Eligible for MPA's MCF Subsidy (Tick whichever is applicable)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Contact Details (country code – area code – number)					
Email Address					
Dietary Requirements					

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Delegate 2

Name						
Designation						
Course Title (Indicate interested course for enrollment)			Course Dates			
Applicable Course Fees (Tick whichever is applicable)	<input type="checkbox"/>	Public	<input type="checkbox"/>	Member of SSA and SPO Partner	<input type="checkbox"/>	Non-member of SSA/Repeated Customer
Eligible for MPA's MCF Subsidy (Tick whichever is applicable)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		
Contact Details (country code – area code – number)						
Email Address						
Dietary Requirements						

Delegate 3

Name						
Designation						
Course Title (Indicate interested course for enrollment)			Course Dates			
Applicable Course Fees (Tick whichever is applicable)	<input type="checkbox"/>	Public	<input type="checkbox"/>	Member of SSA and SPO Partner	<input type="checkbox"/>	Non-member of SSA/Repeated Customer
Eligible for MPA's MCF Subsidy (Tick whichever is applicable)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		
Contact Details (country code – area code – number)						
Email Address						
Dietary Requirements						

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Delegate 4

Name					
Designation					
Course Title (Indicate interested course for enrollment)			Course Dates		
Applicable Course Fees (Tick whichever is applicable)	<input type="checkbox"/>	Public	<input type="checkbox"/>	Member of SSA and SPO Partner	<input type="checkbox"/>
Eligible for MPA's MCF Subsidy (Tick whichever is applicable)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Contact Details (country code – area code – number)					
Email Address					
Dietary Requirements					

This booking is signed and submitted on behalf of the Sponsoring Organisation, which hereby agrees to abide by the Terms and Conditions stated overleaf:

 Signature

 Date

Name:

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Terms and Conditions

Rev 1/2016

When you submit a Booking Form, you are making us an offer to attend the Course on the terms and conditions stated below. When we confirm your booking (by sending a confirmation letter to you) we are accepting your offer on these same terms and conditions.

DEFINITIONS

- a) **AFFILIATE:** means (in relation to an entity) any subsidiary or parent or holding company of that entity or any other subsidiary of such parent or holding company. "Subsidiary" and "holding company" shall have the meanings assigned to them in the Companies Act.
- b) **Agreement:** means the agreement between Company and Client, comprising the Booking Form and these terms and conditions.
- c) **Client:** means the Sponsoring Organisation stated in the Booking Form, and shall include the Sponsoring Organisation's successors and assigns.
- d) **Client Group:** means Client, its Affiliates and/or related companies, and the respective directors, officers and employees of each of the foregoing, but shall not include any member of Company Group. Delegates shall automatically be assumed to be part of Client Group.
- e) **Company:** means Swire Emergency Response Services Pte Ltd, a company registered under the Laws of Singapore, with registration number 200804936G, and shall include Company's successors and assigns.
- f) **Company Group:** means Company, its partners, its Affiliates and/or related companies, and the respective directors, officers and employees of each of the foregoing.
- g) **Course:** means the course stated in the Booking Form.
- h) **Course Fee:** means the fee payable by Client to Company for the Course, as stated in the Booking Form.
- i) **Delegate:** means the person(s) designated as a delegate in the Booking Form.
- j) **Parties:** means Company and Client, and "Party" means each of them.

CONFIRMATION OF BOOKING

- 1. Booking Forms completed and sent to Company by email, fax or post, will only be accepted if the Client has unconditionally accepted these Terms and Conditions. All registrations will be considered provisional until Company has received a signed Booking Form and full payment of the Course Fee.

PAYMENT

- 2. Invoices will be issued upon Company's acceptance of sent immediately after the Registration has been made regardless of the course commencement date. Invoices are calculated based on the information provided by Client in the Booking Form. If any of the information should be inaccurate, Company reserves the right to issue an additional or amended invoice and claim from Client any additional sum(s) payable.
- 3. Payment must be received as follows. For bookings made:
 - a. More than 30 days before the course start date, payment must be received within 30 days of the date on which Company's invoice is issued.

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- b. Less than 30 days before the course start date, payment must be received at least 5 days prior to course commencement date.
4. The Company reserves the right to refuse to allow any Delegate to attend the Course if the Course Fee has not been fully paid before course commencement.
5. No payment shall be deemed to have been received until cleared in the Company's account.
6. The Course Fee is exclusive, unless otherwise stated, of any taxes and bank charges all of which shall be for the Client's account.
7. Client shall not withhold or set off any amount from any payment due to Company.
8. Client shall indemnify and keep indemnified Company against all forms of taxation or fiscal imposts of whatsoever nature levied upon Company or its employees in any jurisdiction other than Singapore arising out of Company's performance of the Services, including, without limitation, withholding tax and local value added taxes in any such jurisdiction and any customs, import or export duties. For the avoidance of doubt, in the event of any withholding of tax, Client shall pay to Company such further amount, in addition to the sum set out in this document, so that Company shall receive such sum as it would have received had no such withholding taken place.
9. Interest on any sums due to Company will accrue at the rate of 3 percent per annum above the base rate of HSBC Bank plc, London, as established from time to time. Such interest will run from day to day and accrue until payment is actually made whether before or after any judgment or other resolution of any dispute.
10. Company bank details for bank transfer payments will be provided on Company's invoice.

COURSE FEE

11. The Course Fee includes lunch, morning and afternoon refreshments and course materials. Details will be provided in the joining instructions.
12. Unless otherwise specified by Company in writing, the Course Fee does not include travel, visas, accommodation, living expenses, travel, accommodation, living costs (except lunch on course days), VAT, or any other costs or taxes.

CANCELLATION

13. Company appreciates that occasionally unavoidable difficulties may arise and result in Client's nominated Delegates being unable to attend the Course. Cancellations of Delegates will only be permitted without charge if notice of cancellation is received in writing, (fax and email acceptable), at least 8 days prior to the course commencement date. Otherwise the following charges shall be payable by Client and may (at Company's discretion) be deducted from the Course Fee:
 - a. Written notice of cancellation received between 5-7 days before course commencement date – 50% of the Course Fee.
 - b. Written notice of cancellation received less than 5 days before the course commencement date – 80% of the Course Fee.
14. The Course Fee shall remain payable in full and no refund shall be made if any Delegate fails to attend the Course (or any part thereof) for any reason whatsoever.

JOINING INSTRUCTIONS

15. After Company's receipt of a completed Booking Form and full payment of the Course Fee (nett of bank charges), Joining Instructions will be issued to Client by email. This will include where applicable:
 - a. Confirmation of course details and dates

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- b. Venue and contact details
- c. Copy of the course programme
- d. Maps of the designated venue and suggested accommodation
- e. Details on what to bring

Company reserves the right to cancel and/or alter the course content, venue, dates and timings.

DATA PROTECTION

16. Client warrants that each Delegate has consented that Company may hold, process and use the Delegate's personal information for the purposes of providing the training and services envisaged under the Agreement. Client further undertakes to procure the Delegates' consent for Company to hold, process and use their personal information for administrative, analytical and future marketing purposes in relation to Company's services.

HEALTH AND SAFETY

17. Client warrants that each Delegate is physically fit and able to participate in any practical exercises or vessel-based deployments that the Course may involve.
18. Notwithstanding any other terms herein, Client warrants that each Delegate shall comply with Company's instructions, directions, policies and procedures while attending the Course and/or onboard any vessel. Company reserves the right to deny admission or eject any non-compliant Delegate, in which case the Course Fee shall not be refunded and Client shall remain responsible for full payment of any amounts due to Company.

LAW

19. This Agreement shall be governed by and construed in accordance with the laws of England and any dispute arising hereunder (including any dispute as to the interpretation or validity of this Agreement) shall be referred to and finally resolved by arbitration in London in accordance with the London Maritime Arbitrators Association (LMAA) Rules (in force at the time of reference to arbitration).

LIABILITIES AND INDEMNITIES

20. This Agreement shall be governed by and construed in accordance with the laws of England and any dispute arising hereunder (including any dispute as to the interpretation or validity of this Agreement) shall be referred to and finally resolved by arbitration in London in accordance with the London Maritime Arbitrators Association (LMAA) Rules (in force at the time of reference to arbitration).
- a. Client shall indemnify and hold harmless Company Group against all Losses arising out of or in connection with the personal injury, illness or death of any member of Client Group, or for loss of or damage to any property of Client Group, howsoever caused and regardless of any negligence or breach of duty or other fault on the part of Company Group or the unseaworthiness of any vessel.
 - b. Neither Party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of the Agreement, and each Party shall protect, defend and indemnify the other from and against all such claims from any member of its Group. "Consequential damages" shall include, but not be limited to, loss of contract, opportunity or use, loss of revenue or profits, shut-in or loss of production and cost of use or insurance, in each case whether arising directly or indirectly and whether or not foreseeable at the date of this Charter Party, and any indirect losses whatsoever arising out of or in connection with the performance or non-performance of the Agreement and whether based in contract, tort (including negligence), breach of statutory duty, equity, or under any other legal theory.
 - c. Without prejudice to the foregoing, Company shall not be liable to Client Group for any Loss howsoever arising in connection with the Agreement and/or the Course unless the same is proven to have resulted solely from Company's gross negligence or wilful default, in which case (unless the Loss has resulted solely from Company's personal act or omission committed with the intention to cause the Loss and with knowledge that such Loss

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would result) Company's aggregate liability to Client Group shall never under any circumstances exceed the sum of the Course Fee paid by Company.

21. Client shall, and shall procure that its Delegates, sign Company's standard indemnity forms before boarding any vessel(s) in connection with the Course.

INTELLECTUAL PROPERTY

22. All Intellectual Property Rights in or arising out of or in connection with the Course shall be owned by Company.

CONFIDENTIALITY

23. The course materials incorporate information which is proprietary to Company Group. Client agrees that it and its Delegates will keep the course materials strictly confidential and shall not copy, distribute or disclose the same (or any part thereof) to any other person or party, save with Company's prior written consent. Client agrees that for marketing purposes, Company may refer to the fact that Client is Company's customer.

FORCE MAJEURE

24. Save as is otherwise specifically provided in this Agreement, neither Party shall be liable for failures or delays in performing its obligations hereunder to the extent that such failure or delay is attributable to any event or occurrence beyond its reasonable control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, terrorist acts, riots, earthquakes, storms, typhoons, floods, and breakdowns in electronic and computer information and communications systems.

NOTICES

25. Every notice and communication under the Agreement shall be made in writing in the English language, and may be sent to a Party by fax, email or registered post to the address/number designated by that Party for the purpose of this Agreement. A notice/communication shall be deemed to be received: where sent by registered post, 2 days after it is posted; and where sent by fax or email, at the time of successful transmission.

VARIATIONS

26. No variation of the Agreement or any of its terms shall be valid unless it is in writing and signed by the Parties' authorised representatives.

ENTIRE AGREEMENT

27. The Agreement shall constitute the entire agreement and understanding between the Parties and neither Party has entered into this Agreement in reliance upon any representation, warranty or undertaking of the other Party which is not expressly set out in this Agreement. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act are, to the fullest extent permitted by law, excluded from the Contract.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

28. A person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act or similar legislation to enforce any term of this Agreement.

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