

TERMS AND CONDITIONS

General Terms & Conditions for Executive Education Programs

1. Registration

- You can register online at exec.asb.edu.my
- Alternatively, please complete the Registration Form and email it to ExecEd@asb.edu.my

2. Program Fee

- All program fees are as published by ASB and may be subject to ASB's right of review.
- Program fees are exclusive of Sales and Service Tax (SST). If any Malaysian SST is payable to Royal Malaysian Customs Department (RMCD) on the program fees, it will be charged to you at the prevailing rate.
- Any payment of the program fee shall be made in full, without any deductions for taxes or other charges.
- Program fee does not cover travel and accommodation costs and other expenses unless otherwise expressly stated.

3. Payment Terms

- Full payment should be made within 30 days from the invoice date or in advance of the program date, whichever is sooner. Your place is secured once payment has been received within this period.
- Registrations made less than 30 days prior to the start date of the program will require immediate payment. Your place however, will be subject to availability.
- Payments can be made through:-

Mode
Cheque

Payment Details
Payable to **"ASB MANAGEMENT SDN BHD- FEES"**

.....
Telegraphic
transfer

.....
MALAYAN BANKING BERHAD
Account No. **5141 5043 9951**
Payee : **ASB MANAGEMENT SDN BHD-FEES**
[Please email a copy of the payment receipt to asbfinance@asb.edu.my]

4. Program Transfer or Substitution

- There is no charge if you wish to transfer your registration to the same program on an alternative date in ASB's program calendar (which must be within 6 months from the original date) provided you notify ASB at least 14 working days prior to the start date of the original program. Notice short of the requisite 14 working days will be subject to the Cancellation Policy below. You may only exercise such program transfer right once.
- If you wish to transfer your registration to another person (substitution), you will need to notify ASB at least 14 working days before the program start date. Such substitution however, is subject to ASB's discretion as we have to assess the suitability of the substitute and we reserve the right to charge an administration fee of RM500.00. The substitute however, is not permitted to exercise any of the above Program Transfer or Substitution rights.

5. Cancellation Policy

If you cancel your registration of program (whether partly or wholly) or postpone any program date (including those fixed within a module), the following cancellation policy shall apply to reflect the opportunity cost of our time:-

Period of Notification

14 working days or more to program start date.

Policy

Full program fee will be allowed to be carried forward to the next run of the same program (within 6 months).

7 to 13 working days before program start date.

50% of the program fee will be allowed to be carried forward to the next run of the same program (within 6 months) subject to ASB receiving 50% of the fee of the next program.

Less than 7 working days before program start date.

100% of program fee will be charged; or

For FIDE Core Programs – An administration fee of RM3,000.00 will be charged.

For FIDE Elective Programs – An administration fee of RM500.00 will be charged.

- Participants who do not provide any notice of transfer, substitution or cancellation (as the case may be) and do not attend their scheduled program ("No-Shows") are liable for the entire program fee. No-Shows will not be eligible for refund or credit. Any request for refund or credit will be assessed by ASB on a case by case basis at its sole discretion.
- ASB reserves the right to postpone or cancel a program. We will inform you and in such a case, your registration will be transferred to the same program on an alternative date or an alternative program of equivalent pricing in ASB's program calendar. ASB will not be liable to compensate you in any manner whatsoever in such circumstances.

6. Program Content & Materials

- The training materials as well as the content of the program are protected under copyright laws and are subject to ASB's terms of use. You may not change, translate, reproduce, reprint or transmit in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing from ASB.
- ASB constantly strives to improve its program content and therefore reserves the right to modify the specification of a program or the modules without notice. ASB further reserves the right to change the program venue and/or the faculties.
- While every precaution has been taken in the preparation of the program and associated materials, we do not make any representations regarding their accuracy, legality, reliability and correctness, for decision making purposes and will not be held liable for any damages, however suffered, flowing from the direct or indirect use of, or reliance upon these information and materials.

7. General Provisions

- ASB respects your personal data and have taken steps to be fully compliant to the Personal Data Protection Act 2010 (Malaysia) ("PDPA 2010"). You agree that ASB may collect and process your personal data in accordance with our [Privacy Policy and Notice](#) issued pursuant to the said PDPA 2010. As a participant, we have registered your consent for the use of your personal data for the program and purposes stated thereunder.
- You will be responsible to obtain the necessary visa (if needed) and other travel documents at your own cost and expense. Passport control and in-country authorities reserve the right to refuse entry. ASB will not be responsible if you are refused passage, entry or exit to or from the country in which the program will be conducted. If you require an invitation letter from ASB to process your visa, we are able to provide this so long as the full payment of the program fee has been received.
- You are obliged to comply with the safety and accident prevention regulations in effect at the venue(s) of the program.
- Except as otherwise expressly provided herein, all warranties, conditions, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise, are excluded by ASB to the fullest extent permitted by law and ASB shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to you and takes no responsibility for loss of profit and/or for any incidental, consequential special or indirect losses.

- You understand that any indoor and/or outdoor activities that you participated in during the course of the Program will be done at your own risk. We, the organizers and officers involved will not be responsible for any liabilities, including for any injury, loss or damage arising from those activities which may be suffered by you.
- To ensure that participants fully benefit from the program(s) registered, you may be required to complete pre- course papers for assessment by ASB who may consider numerous factors such as work experience, work history and current role and responsibilities in your organization. As such, notwithstanding other provisions of this Terms and Conditions, ASB may refuse your registration at its discretion.
- In the case of any inconsistency between the terms in this Terms and Conditions and the terms in the brochure of the relevant program, the terms in the brochure shall prevail.
- ASB reserves the right to amend this Terms and Conditions without prior notice.
- Failure by ASB to enforce a right under this Terms and Conditions does not constitute a waiver of that right.
- ASB shall not be liable for any failure to fulfill its obligations caused by circumstances outside ASB's reasonable control ("force majeure").
- This Terms and Conditions shall be construed, governed and interpreted in accordance with the laws of Malaysia. Any disputes arising from this Agreement shall be first escalated to each party's representative for negotiations in good faith. If it cannot be resolved within three (3) months thereafter, then either party may resort to arbitration in accordance with the Asian International Arbitration Centre (AIAC) Arbitration Rules for the time being in force by a sole arbitrator to be agreed by the parties and in default of such agreement or failure to reach such agreement within 14 days, the arbitrator shall be appointed by the Director of AIAC. The seat and venue of the arbitration shall be Malaysia.

