



PENGUIN FERRY SERVICES PTE LTD

IMPORTANT NOTICE TO ALL COMMUTERS

ALL COMMUTERS ARE KINDLY REQUESTED TO READ AND BE REMINDED TO TAKE NOTE OF THE FOLLOWING PROVISIONS WHICH CONTAIN THE TERMS AND CONDITIONS EXEMPTING, EXCLUDING AND/OR LIMITING THE LIABILITY OF PENGUIN FERRY SERVICES PTE LTD IN RESPECT OF, AMONG OTHERS, DEATH, PERSONAL INJURY AND LOSS OF OR DAMAGE TO ALL PROPERTY, INCLUDING BAGGAGE. THESE PROVISIONS SHALL FORM PART OF THE PASSAGE CONTRACT BETWEEN THE COMMUTER AND THE COMPANY AND APPLY TO ALL PASSAGES ON-BOARD THE COMPANY'S FERRIES AND BOATS, AND THE COMPANY RESERVES THE RIGHT TO AMEND THESE PROVISIONS FROM TIME TO TIME WITHOUT NOTICE TO COMMUTERS. COMMUTERS ARE KINDLY ADVISED TO PURCHASE APPROPRIATE AND ADEQUATE INSURANCES TO PROTECT THEMSELVES AND THEIR PROPERTIES.

1. Applicability

All carriage of commuters on the Company's ferries and boats and all services undertaken by the Company are subject to the provisions herein.

2. Definitions

- a. **"Baggage"** includes the Commuter's luggage, hand-held baggage, check-in baggage or any item contained in the Baggage.
- b. **"Commuter"** includes all passengers and persons traveling on-board the Vessel, not in the capacity of an officer or crew member of the Vessel, including all infants, children and/or persons traveling with the Commuter whether or not named in the reservation and confirmation list or such other document issued by the Company.
- c. **"Company"** means Penguin Ferry Services Pte Ltd and includes the Master and crew of its vessels, agents, servants, employees and representatives.
- d. **"Ferry Terminal Operators"** means SCCPL, RIFT and TMFT.
- e. **"Passage Contract"** means the contract between the Company and the Commuter for the passage specified in any document issued by the Company for the purpose, and includes the Reservation or Booking Form (on-line or otherwise), and the ferry ticket to which these provisions shall apply.
- f. **"Property"** means all other articles, items, goods, effects apart from Baggage, belonging to or brought on-board the Vessel by, with or for any Commuter, of any kind and description.
- g. **"RIFT"** means the Riau Islands Ferry Terminals located at, but not limited to, Sekupang and Batam Centre at Batam Island, Tanjong Balai at Karimun Island, Tanjong Pinang at Bintan Island, or any authorised ferry terminal/s in the Riau Islands.

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- h. **"SCCPL"** means the Singapore Cruise Centre Pte Ltd and its operated ferry terminal commonly known as the HarbourFront Ferry Terminal.
- i. **"TMFT"** means the Tanah Merah Ferry Terminal.
- j. **"Vessel"** means such boat, ferry and vessel employed or used by the Company to perform the Passage Contract.

3. Fares

- a. Current fares are as displayed on the Company's website and at all its ticketing locations. All fares quoted are subject to change without prior notice.
- b. Adult fare (as specified on the Company's website) is payable by Commuters aged 12 years and above and child fare (as specified on the Company's website) is payable by Commuters aged below 12 years.
- c. All fares are exclusive of the levies, charges and fees collected by the respective authorities. All levies, charges and fees are subject to change by the respective authorities.

4. Booking of Seats

- a. The name, passport number, date of birth, date of passport expiry, gender, nationality and country of residence shall be provided by the Commuter at the time of booking. Booking is on a first-come-first-served basis and is subject to availability of seats.
- b. Amendments to booking:
 - i. Amendments may only be made to change departure date or time.
 - ii. A change of name of Commuter is considered a cancellation.
 - iii. Amendments are at the sole discretion of the Company.
 - iv. Charges for Amendments:
 - 1. A S\$3.00 administration fee will be charged for each amendment.
 - 2. All amendment charges are payable by cash.
- c. Cancellation of Booking
 - i. Any cancellation must be made with the Company's issuing agent.
 - ii. A cancellation of any booking made less than 72 hours before the scheduled ferry departure is subject to a cancellation charge of 50% of the ticket fare.
- d. Holding a ticket does not guarantee a seat. A seat is only guaranteed, within the terms and conditions contained herein, after the Commuter has checked-in according to Clause 7.

5. Refunds

- a. Refunds are solely at the discretion of the Senior Management of the Company.
- b. Where a booking is cancelled by the Company pursuant to Clause 7, there will be no refund of the ticket fare.
- c. There will be no refund or date extension for expired or unused tickets.

6. Group Bookings

- a. **"Group Booking"** means a one-time booking of 10 or more Commuters traveling together on the same trip.

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- b. Ferry tickets will be issued only upon receipt of full payment. The Company reserves the right to cancel any Group Booking if full payment is not received.
- c. Cancellation of Group Booking:
 - i. Any cancellation must be made in writing by fax or email to the Company. A cancellation is effective only upon the Commuter receiving the Company's confirmation of cancellation in writing.
 - ii. An administration fee of S\$3.00 per cancellation is applicable to each Commuter.
 - iii. Notwithstanding the administration fee, a cancellation of any Group Booking made less than 72 hours before the scheduled ferry departure is subject to a cancellation charge of 50% of the ticket fare.

7. Check-in & Booking

- a. Check-in at **SCCPL** and **TMFT**
 - i. Commuters shall check-in and collect boarding passes at the Company's ticket counter at least 1 hour before the scheduled ferry departure. The Company reserves the right to cancel confirmed bookings if any Commuter checks-in less than 45 minutes before departure. The departure gate will close 15 minutes before departure.
 - ii. These timings are subject to last minute changes by SCCPL and TMFT and such changes are of no fault, liability or responsibility of the Company.
- b. Check-in at **RIFT**
 - i. Commuters must confirm their return trip and collect boarding passes at the Company's ticket counter at least 1 hour prior to ferry departure time. The Company reserves the right to cancel confirmed bookings if any Commuter checks-in less than 45 minutes before departure. The check-in counter will close 15 minutes before departure. The departure gate will close 10 minutes before departure.
 - ii. These timings are subject to last minute changes by the RIFT and such changes are of no fault, liability or responsibility of the Company.
- c. A sum of S\$5.00 is payable by any Commuter for the replacement of a lost boarding pass.
- d. Subject to availability of seat, a Commuter may request for a transfer to the next ferry timing within the same day. A S\$3.00 administrative fee per Commuter is payable by the Commuter at the Company's ticket counter.

8. Travel Documents

- a. The Commuter must ensure that his passport is valid for entry at the country of destination and that it is valid for at least six months prior to departure.
- b. The Commuter shall comply with all travel and immigration requirements necessary in the country of destination and shall, if necessary, obtain all necessary visas, licences, permits, passes certificates or documents whether for health, immigration, customs or other purposes at his own cost and responsibility.

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- c. No passage fares will be refunded in the event a Commuter is refused embarkation or entry into a country of destination by reason of his failure to obtain and/or possess a valid passport or other necessary documents or approvals.

9. **Baggage and Property**

- a. Baggage is separately checked-in at the baggage counters ("**Baggage Counters**") that are managed by the respective Ferry Terminal Operators.
- b. Commuters are required to check-in their baggage at least 30 minutes before departure.
- c. Each Commuter is entitled to carry on-board 1 hand-held item not exceeding 70 cm x 51 cm x 34 cm and 10 kg and a sling bag (e.g. a woman's handbag, a light document bag).
- d. Each passenger is entitled to a total check-in baggage allowance of 20 kg (the "**Baggage Allowance**"). Excess baggage, up to a maximum of 20kg, will be charged in accordance with rates levied by the respective Ferry Terminal Operators.
- e. Check-in baggage must be properly contained and fastened. All golf bags must be checked-in and will constitute part of the Baggage Allowance.
- f. No Property except personal effects/belongings is allowed on-board the Vessel.
- g. No animals/pets or foul-smelling items are allowed on-board the Vessel.
- h. No dangerous goods such as explosives, firearms, drugs, inflammable material, are allowed on-board the Vessel.
- i. The above is subject to last minute changes as imposed by the respective Ferry Terminal Operators and such changes are of no fault, liability or responsibility of the Company.
- j. The Company reserves the right to reject any Baggage or Property to be loaded onto the Vessel if such Baggage or Property is deemed to be hazardous, to be a nuisance or to create an inconvenience to, or is dangerous to life or safety to the passengers and Vessel. This includes bicycles, surfboards or any bulky items as the Company may deem fit to reject.
- k. The Company shall not be liable or responsible for any Baggage handled by the Baggage Counters of the respective Ferry Terminal Operators in transit (i.e. before the Baggage is loaded on the Vessel, and after the Baggage is unloaded from the Vessel). The Commuter must comply with the terms and conditions of the respective Ferry Terminal Operators governing the handling of the Baggage in transit, and the Company shall not be liable or responsible for any loss resulting from the Commuter's failure to do so.

10. **Change or Variation of Passage Services**

- a. The Company reserves the right to cancel or vary its passage services in any manner at its absolute discretion, without incurring any liability to the Commuter whatsoever.
- b. In particular, the Company may for any reason whatsoever and at any time:

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- i. substitute the scheduled Vessel with another Vessel, whether or not the substitute Vessel is owned by the Company or of the same condition as the scheduled Vessel;
- ii. permit the Vessel to proceed by any route or proceed to or stay at any place or port;
- iii. delay the scheduled date and hour of sailing or disembarkation; or
- iv. provide seating to the Commuter different from that already assigned or provided to the Commuter.

11. Termination of Passage Contract

The Company may at any time for any reason whatsoever terminate the Passage Contract of any Commuter before departure of the Vessel and without prejudice to the generality of the foregoing may so terminate owing to the unavailability of the Vessel or seats, whether through charter or overbooking of seats or otherwise, and the Company's only liability will be to refund to the Commuter the amount it has received from him for the Passage Contract, but only if the termination giving rise to a refund was not caused by or in any way attributable to any breach by the Commuter of any of the terms and conditions herein or any act, neglect or default on his part.

12. Exclusion/Limitation of Liability

- a. The Company shall be exempt from all liability in respect of any:
 - i. detention, delay, loss (whether direct, consequential, economic or otherwise), expense or damage of or to any Property and Baggage, whenever or wherever occurring, however and by whomsoever caused and whether due to any act, neglect or default of the Company or otherwise; and/or
 - ii. death, personal injury, illness, detention, delay, loss of or to any Commuter whenever and wherever occurring, howsoever and by whomsoever caused and whether due to any act, neglect or default of the Company.
- b. Exclusion/Limitation of Liability for loss of and/or damage to Baggage or Property:
 - i. Further to and without derogating from or in any way depriving the Company of the benefit of any exemptions and/or exclusions contained herein or under any applicable law, if for any reason whatsoever, the Company does not rely, is unable to rely or is precluded from relying on any of the provisions of Clause 12(a) above, the Company's liability to each Commuter for loss of and/or damage to Baggage or Property while on-board the Vessel shall not exceed the sum of One Hundred Singapore Dollars (S\$100.00), subject to proof of amount of loss satisfactory to the Company.
 - ii. The Company shall not be liable for any loss of cash kept in Baggage or Property.
 - iii. The Company shall not be liable for any loss of and/or damage to any gold, silver, silverware, **jewelry**, ornaments, watches, precious stones, works of art, or other valuables kept in Baggage or Property placed on-board the Vessel with no prior declaration to and acceptance by the Company of value made.
- c. Limitation of Liability for Death or Personal Injury to the Commuter:

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Further to and without derogating from or in any way depriving the Company of the benefit of any exemptions and/or exclusions contained herein or under any applicable law, if for any reason whatsoever, the Company does not rely, is unable to rely or is precluded from relying on any of the provisions of Clause 12(a) above, in the event of death or personal injury to the Commuter, the Company shall be entitled to limit its liability in accordance with its P & I insurance policy.

- d. Occurrences Not On-board the Vessel/Passage Services Performed by Independent Contractors:
 - i. The Company accepts no responsibility or liability for the acts and/or omissions of independent contractors who are not its agents or employees.
 - ii. The Commuter agrees that the Company shall not be liable whatsoever for injury, loss of and/or damage to any person, Baggage or Property as a result of any act, omission or negligence of any of these contractors or any other person providing any of the off-ship services relating to the passage and the Commuter hereby releases and discharges the Company from any claims for such injury, loss or damage.
- e. Benefit of Exclusion/Limitation of Liability Clause:

It is hereby expressly agreed that no servant, agent, employee or representative of the Company (including every sub-contractor of the Company) shall be under any liability whatsoever to the Commuter for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment or agency and without prejudice to the generality of the foregoing provisions of this Clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled herein shall also be available to the Company's servants, agents, employees and representatives.

13. Notice of Claim

- a. Any claim for death or personal injury shall be notified in writing to the Company immediately.
- b. Any claim for loss of and/or damage to Baggage or Property shall be notified in writing to the Company (or the ferry terminal's baggage handling agent) on the Company's prescribed Loss Report (the "**Loss Report**") as soon as the loss of and/or damage to Baggage or Property is discovered at the time of disembarkation.
- c. Where no notice of loss of and/or damage to Baggage or Property is received by the Company before or at the time of disembarkation, it shall be prima facie evidence that the Commuter has received the Baggage and/or Property in good order and condition and in the same quantity as when it was placed on-board the Vessel and the Company shall not be under any liability whatsoever for any loss of and/or damage to the same.
- d. The Loss Report shall be handed to the Company's terminal office (or the ferry terminal's appointed baggage handling agent).

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14. Time Limits for Actions

- a. Any claims arising out of the death or personal injury to a Commuter or for the loss of and/or damage to Baggage or Property shall be time-barred and the Company shall be discharged from all liability whatsoever after a period of three months, such period being calculated as follows:
 - i. in the case of personal injury, from the date such personal injury occurred or from the date of disembarkation of the Commuter, whichever is later;
 - ii. in the case of death of a Commuter occurring:
 1. before the time of disembarkation, from the date on which the Commuter should have disembarked; or
 2. after disembarkation, resulting from personal injury occurring during carriage, from the date of death, provided that this period shall not exceed three months from the date of disembarkation; or
 - iii. in the case of loss of and/or damage to Baggage or Property, from the date of disembarkation of the Commuter to whom the Baggage or Property belongs.
- b. Subject to Clause 15 below, in no case shall an action or claim in tort be brought after the expiration of a period of three months from the date of disembarkation or from the date on which the Commuter should have disembarked, whichever is later.

15. Jurisdiction and Choice of Law Clause

The courts of Singapore shall have the exclusive jurisdiction to hear and adjudicate on any claim brought herein and these provisions shall be governed by and determined in accordance with the laws of Singapore.

16. Indemnities

- a. Where the Commuter books or reserves the passage or otherwise deals with the Company through a sales agent, travel agent, tour operator or other intermediary (hereinafter referred to as a "Travel Agent"), the Commuter agrees and acknowledges that: -
 - i. the Travel Agent acts solely as the Commuter's agent and is fully authorized to act for and on his behalf in any matter whatsoever including but not limited to entering into a Passage Contract with the Company, collecting any ticket issued by the Company, making, amending or cancelling any reservation, signing any document whatsoever and paying and receiving any funds;
 - ii. all the terms and conditions herein shall form part of any Passage Contract concluded by the Travel Agent for and on the Commuter's behalf;
 - iii. the Company shall not be liable for any act, neglect or default of the Travel Agent;
 - iv. the Company shall not be liable to refund any monies paid by the Commuter to the Travel Agent for onward transmission to the Company or for other purposes, which the Travel Agent failed to do or to re-issue any ticket, which has already been issued and delivered to the Travel Agent, and

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- v. in the event the Travel Agent fails to remit to the Company any monies paid to it by the Commuter for whatever reason, the Commuter shall be and will remain liable for the sums due to the Company.
- b. The Commuter shall reimburse and fully indemnify the Company and hold the Company harmless against all or any liabilities, losses, claims, damages, costs, expenses and/or delay of whatever nature, sustained or incurred by, or made upon the Company, whether directly or indirectly by reason of the Commuter's negligence, breach of duty or failure to comply with these terms and conditions.

17. Force Majeure Event

- a. The Company shall not be liable for any loss (whether economic, consequential or otherwise), delay, expense, damage (whether direct or indirect) whatsoever arising from the Company's inability to perform the Passage Contract or any part thereof by reason of the occurrence of a Force Majeure Event.
- b. "**Force Majeure Event**" means any event, occurrence or circumstance reasonably beyond the control of the Company, including but not limited to the following occurrences:
 - i. acts of God, including but not limited to storms, lightning, rain and flood;
 - ii. strikes, lockout, stoppages or restraint of trade or labour, industrial action or labour difficulties or shortages from whatever cause, whether partial or general and whether or not the Company is party to these events;
 - iii. explosion, fire, collision, stranding or foundering of the Vessel or breakdown or failure of or damage to the Vessel or her hull, fitting, furnishings, machinery or equipment howsoever and wheresoever arising;
 - iv. acts of terrorism, civil commotion, riot, insurrection, war, civil war, government restraint or requisition, political disturbance, rebellion, revolution, insurrection, military or usurped power, invasion, act of foreign enemies;
 - v. acts, restrictions, regulations, bylaws, refusal to grant any licences or permissions, prohibitions or measures of any kind on the part of any governmental authority, or inability to secure supplies including fuel;
 - vi. breakdown, failure or irregular functioning of or damage to any electrical or electronic hardware, equipment, machinery, components, including programmes or software employed by the Company, and
 - vii. import or export regulations or embargoes.

18. Commuter's Conduct

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- a. The Commuter represents and warrants that he will not in any way be a nuisance to other Commuters or persons and/or that his conduct will not in any way cause any inconvenience, endanger or undermine the health, safety or reasonable comfort of any person or persons whether on-board the Vessel or not, or endanger the safety of the Vessel and/or her fittings furnishings, machinery, equipment or any part thereof.
- b. In the interest of security and safety at sea and in the public interest, the Commuter agrees and hereby consents to a reasonable search being made of the Commuter's person and Baggage and Property whether physically, by way of screening, scanning or otherwise and to the confiscation of any item which may, in the opinion of the personnel conducting such screening or search, inconvenience or endanger or undermine the health, safety or reasonable comfort of any person or persons whether on-board or not, or endanger the safety of the Vessel and/or her fittings, furnishings, machinery or equipment or any part thereof.
- c. The Company and/or its agents shall be entitled at any time without giving reasons, to refuse passage to any Commuter, who, in the opinion of the Company, is likely to inconvenience or endanger or undermine the health, safety or reasonable comfort of any person or persons whether on-board the Vessel or not or endanger or impair the safety of the Vessel and/or her fittings, furnishings, machinery, equipment or any part thereof, without incurring any liability whatsoever.

19. Fitness of the Commuter to Travel

- a. Commuters who are pregnant or have any form of sickness, disease, injury, infirmity, disability or illness, whether mental, physical or otherwise, which could affect their fitness for travel shall:
 - i. disclose their pregnancy and the stage thereof, sickness, injury, infirmity, disability or illness, as the case may be, to the Company at the time of reservation of passage;
 - ii. submit to the Company prior to sailing a medical certificate certifying their fitness for travel;
 - iii. if necessary, be accompanied and assisted by an able bodied person of their choice and costs, who shall be responsible for their health and safety at all times including the period of transit, and
 - iv. reimburse and fully indemnify the Company and hold the Company harmless against any losses, claims, damage, costs, expenses and or delay, of whatever nature sustained by the Company, whether directly or indirectly, and arising out of or in connection with their pregnancy, sickness, disease, injury, infirmity, disability or illness, as the case may be.
- b. Commuters who are more than 26 weeks pregnant are prohibited from traveling on-board the Vessel unless a medical certificate certifying fitness to travel is provided.

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- c. Commuters who require special assistance or special arrangements to be made while on-board the Vessel shall inform the Company at least 72 hours prior to departure. The Company will take all reasonable steps to accommodate the Commuter's request but the provision of special assistance/arrangements is solely subject to availability and at the Company's discretion.
- d. The Company shall be entitled at any time, without giving reasons, to refuse passage to any Commuter who is pregnant, or has any form of sickness, disease, injury, infirmity, disability or illness, whether mental, physical or otherwise or to cancel any reservation made by or for such Commuter, without any liability whatsoever to such a Commuter.

20. Amendments of Terms and Conditions

The Company may at any time amend these provisions without prior notice to Commuters.

21. Entire Agreement Clause

These provisions are deemed part of the Passage Contract and all prior understandings and agreements heretofore entered into between the Commuter and the Company whether written or oral, is superseded by these provisions, which alone fully and completely express the agreement between the Commuter and the Company.

22. Severability

Each paragraph, sub-paragraph, clause, sub-clause, article, provision contained in these provisions shall be severable and should any such paragraph, sub-paragraph, clause, sub-clause, article or provision shall be held to be invalid, void, unenforceable or inapplicable, the remaining paragraphs, sub-paragraphs, clauses, sub-clauses, articles and provisions shall nevertheless have full force and effect.

Penguin Ferry Services Pte Ltd
1, Maritime Square
#03-43, HarbourFront Centre
Singapore 099253
Tel: 63 62714866 Fax: (65) 62759861

Web site: www.penguin.com.sg