

SINGAPORE CRUISE CENTRE PTE LTD PASS CONDITIONS

1 DEFINITIONS

1.1 Unless the context otherwise requires:

“**Application**” means the application form to which these Pass conditions refer to.

“**Pass**” means a personal identification card issued by SCCPL pursuant to the Application and any replacement or renewal thereof.

“**Passholder**” in relation to a Pass, means the person whom the Pass is issued to by name and identity as submitted on the Pass application form.

“**SCCPL**” means Singapore Cruise Centre Pte Ltd.

“**Authorised Officer**” refers to an Auxiliary Police Officer

“**SCCPL’s General Conditions for Services**” means the terms and conditions as published at SCCPL’s website: [<http://www.singaporecruise.com.sg/>]

“**Sponsor**” means the person who agrees to be the guarantor for the Application.

1.2 Words importing the singular number include the **plural** and vice versa.

1.3 Words referring to the **masculine** also refer to the feminine.

1.4 Reference to a **person** includes reference to the sole proprietor, partnership or company or other forms of organisation.

1.5 Reference to a **clause** is to a clause in these Pass Conditions.

1.6 The **headings** to the Clauses are for reference only and are not to be taken into consideration in the interpretation of the Pass Conditions.

2 USE AND OWNERSHIP

- 2.1 The Pass is issued subject to the SCCPL's General Conditions for Services and at the discretion of SCCPL as the owner of the premises to which the Passholder seeks entry. The Pass remains the property of SCCPL at all times. SCCPL reserves the right to ask the holder to return the Pass to the Pass Office at any time without any reason being assigned.
- 2.2 The Passholder shall immediately return the Pass to SCCPL upon demand by SCCPL.
- 2.3 The Pass is not transferable and only for entry into the part of SCCPL's premises and for the purpose as may be stipulated in the Pass. The Pass does not give the Passholder the right to trespass onto 3rd party premises including vessel, platform or any vehicles parked or berthed at SCCPL premises.
- 2.4 The Passholder must return the pass to SCCPL upon expiry without demand.

CHARGES

- 2.5 SCCPL shall impose the following charges:
 - (a) \$2.00 for the issuance of a 1-day Pass
 - (b) \$10.00 for the issuance of a 1-year Pass
 - (c) \$10.00 for the first replacement Pass
 - (d) \$15.00 for the second replacement Pass
 - (e) \$20.00 for the third and subsequent replacement Pass.
- 2.6 SCCPL reserves the right to levy any other fees or charges for any service provided or action taken by SCCPL in respect of the Pass.
- 2.7 The above price list is subject to change by SCCPL at any time and without giving any reason.
- 2.8 All fees and charges are not inclusive of Goods and Services Tax, which shall be payable by the Applicant.
- 2.9 No refund of charges shall be given for any Pass processed and issued to the Applicant for the intended purpose.

3 RENEWAL AND REPLACEMENT

- 3.1 To apply or renew a Pass, the Passholder shall attend personally at the SCCPL's Pass Office Counter with:
- (a) the existing Pass (expired or otherwise)
 - (b) valid NRIC or Passport
 - (c) valid Work Permit / Employment Pass (if applicable)
 - (d) original signed letter from his Sponsor (if applicable) supporting his application for the period and purpose intended.
- 3.2 To apply to replace a damaged Pass, the Passholder shall attend personally at the Pass Office Counter with:
- (a) the damaged Pass (expired or otherwise)
 - (b) valid NRIC or Passport
 - (c) original signed letter from his Sponsor (if applicable) supporting his application for the period and purpose intended.
- 3.3 To apply to replace a lost or stolen Pass, the Passholder shall attend personally at the Cruise Documentation Counter with:
- (a) a police report for the lost or stolen Pass
 - (b) valid NRIC or Passport
 - (c) original signed letter from his Sponsor (if applicable) supporting his application for the period and purpose intended.

4 INVALIDATION

- 4.1 A valid **Contractor's Permit** is required for a Passholder entering SCCPL premises to conduct business. A valid **Vehicle Entry Permit** is required for Passholder entering SCCPL premises on a motorised vehicle.
- 4.2 SCCPL may at any time, in its absolute discretion and without giving any explanation, invalidate or refuse to renew or replace the Pass.
- 4.3 Without prejudice to the foregoing, SCCPL may invalidate or refuse to renew or replace the Pass upon the occurrence of any one or more of the following events:
- (a) the Passholder had breached any of the Pass Conditions;
 - (b) the Passholder is no longer employed by the Sponsor;
 - (c) the Passholder had committed an offence under any applicable law;
 - (d) the Passholder have abetted or attempted to commit an offence under any applicable law.

5 ACTIVITIES

- 5.1 While on SCCPL premises the Passholder shall exercise due care and diligence for his own safety and that of others and shall observe generally accepted safe work practices. The Passholder shall also comply with all safety rules and requirements that may be set by SCCPL at any time and from time to time.
- 5.2 Passholder below 16 years of age and above 62 years of age shall not work within SCCPL premises unless specifically permitted by SCCPL.
- 5.3 The Passholder may be required to undergo a medical examination at his own expense by a registered medical practitioner as and when deemed necessary by SCCPL.
- 5.4 Only Passholder who is 18 years and above, and who possess a valid relevant operator licence or specifically authorised by SCCPL may operate any motorised machinery within SCCPL premises.
- 5.5 The Passholder seeking entry into SCCPL premises shall declare to the SCCPL gate security officer all articles that he is bringing into SCCPL premises and go through the proper security screening process.
- 5.6 The Passholder shall not smoke within SCCPL premises which is designated a 'no smoking area'. A person found smoking in a no smoking area will be dealt with in accordance with the Smoking (Prohibition in Certain Places) Act, Chapter 310.
- 5.7 The Passholder must prominently display the Pass and have in his possession his NRIC, Passport or other personal identification with him at all times while on SCCPL premises and must produce the same for verification as and when required by any authorised officer of SCCPL.
- 5.8 The Passholder shall apply for permission from SCCPL if he wishes to photograph or film any subject in SCCPL premises.
- 5.9 The Passholder shall comply with all rules, regulations and lawful directions given by any authorised officer of SCCPL or as indicated by any signboard while in SCCPL's premises.

6 LIABILITY

- 6.1 The Passholder enters SCCPL premises at his own risk and the Passholder and sponsor shall indemnify and absolve SCCPL from any liability and any loss or damage to any property or death or injury of any person arising directly or indirectly out of any act, omission, negligence

of or default on the part of any person (including the Passholder, SCCPL and its servants or agents).

- 6.2 Without prejudice to the generality of clause 6.1, SCCPL shall not be liable in any way:
- (a) for any inconvenience, loss, damage or embarrassment of any nature due or arising from the Pass not being honoured or being invalidated or withdrawn for any reason.
 - (b) if SCCPL is unable to process the Pass for authorised entry, due directly or indirectly to the failure of any manpower deployment of its servants or agents, machine, system, data processing or any industrial dispute, war, Act of God or anything outside the control of SCCPL.
- 6.3 The Sponsor is fully responsible for the good conduct of the Passholder while on SCCPL premises and undertakes to highlight any doubtful character of the Passholder in the application for the Pass.
- 6.4 The Sponsor is also responsible for the return of all expired passes and inform SCCPL when the Passholder ceases to hold the office on account of which the pass was issued.

7 VARIATION OF THE PASS CONDITIONS

- 7.1 SCCPL may vary any of the Pass Conditions at any time in such manner as SCCPL may decide and such changes may be notified to the Passholder in writing or by publication thereof or by any other means or manner as SCCPL may decide.

8 GENERAL

- 8.1 If any one or more of the provisions of the Pass Conditions or any part thereof is declared illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder in such jurisdiction or the legality, validity or enforceability of the Pass Conditions in any other jurisdiction.
- 8.2 The remedies under the Pass Conditions are cumulative and are not exclusive of the remedies provided by law.
- 8.3 No forbearance or failure or delay by SCCPL in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on the part of SCCPL; and no waiver by SCCPL of any breach of the Pass Conditions on the part of the Passholder is to be considered as a waiver

of any subsequent breach of the same or any other provision of the Pass Conditions.

- 8.4 The Pass Conditions are governed by Singapore law. The Passholder hereby submits irrevocably to the non-exclusive of the Courts of Singapore.