

ENTRY PASS TERMS AND CONDITIONS

1 Definitions

- (a) “JPPL” means Jurong Port Pte Ltd
- (b) “Pass” means a Pass issued by JPPL pursuant to an application and any replacement or renewal thereof.
- (c) “Pass Holder” means the person to whom a Pass is issued by JPPL.
- (d) “Jurong Port” means the areas within the Jurong Port free trade zone belonging to or operated or administered by JPPL.
- (e) “Jurong Port Free Trade Zone” means the areas declared by the competent authority in Singapore in the Government Gazette.
- (f) “Lighter Terminal (LT)” means the areas in Marina South Wharves (MSW) and Penjuru Terminal (PT).
- (g) “Sponsor” means the person or the company who sponsors the application for the Pass.
- (h) “Operational areas” means the areas in Jurong Port such as wharves, container yards, storage space (whether open or covered), workshops, any place on board vessels, and any other hazardous place, structure or installation in Jurong Port and its Lighter Terminal.

2 Use of Pass

- 2.1 Only the Pass-holder may use the Pass for entry into part of the Jurong Port and its Lighter Terminal as permitted by JPPL and only for the purpose of carrying out activities permitted by JPPL.
- 2.2 The Pass may be renewed JPPL upon the terms and conditions as JPPL may deem fit and subject to payment of renewal fee by the Pass-holder.
- 2.3 Notwithstanding the provisions herein, JPPL reserves its right to invalidate, cancel or withdraw or not to reissue or renew the Pass at any time without assigning any reason.
- 2.4 The Pass-holder must return the Pass to JPPL upon cancellation or withdrawal of the Pass or upon request by JPPL.

- 2.5 All cancelled and expired passes will be denied entry to the Port and its Lighter Terminal.
- 2.6 Replacement fee for damaged or defaced Pass due to negligence will be borne by pass holder.
- 2.7 This Pass is non-transferable. It is an offence to alter or tamper with the Pass.

3 Activities

- 3.1 Pass-holder above 60 years old is not permitted to work, i.e. manual labour and/or operating equipment, on board vessel, and at operational areas in Jurong Port and its Lighter Terminal, unless they submit a medical report certifying that they are fit to work.
- 3.2 Pass-holder below 16 years of age should not work in any operational areas, and go on board vessel.
- 3.3 Pass-holder seeking entry into Jurong Port and its Lighter Terminal shall declare to the Security Officer all articles, which he is bringing into Jurong Port and its Lighter Terminal except goods for shipment or storage and personal luggage. All such articles must be taken out by the Pass-holder upon exit from Jurong Port and its Lighter Terminal.
- 3.4 Pass-holder shall not drive a motor vehicle in the operational areas unless prior written approval has been first obtained from JPPL and shall park the motor vehicle at the designated parking lots.
- 3.5 Smoking is strictly prohibited at all operational areas.

4 Statutory Requirements

Pass-holder must not do anything that will or might constitute a breach of any statutory requirements affecting Jurong Port and its Lighter Terminal.

5 Rules and Regulations

- 5.1 Pass-holder is deemed to have noticed, accepted and must observe all other rules and regulations in all aspects as may be prescribed from time to time by JPPL governing Jurong Port and its Lighter Terminal, including the General Rules and Regulations for Jurong Port and any directions given by authorised officer of JPPL or as indicated on the signboard while in Jurong Port and its Lighter Terminal.
- 5.2 JPPL may modify the terms and conditions of the Pass at any time in such manner as JPPL may decide and such changes may be notified to the Pass-holder in writing or by publication thereof or by any other means or manner as JPPL may deem fit. A copy of the latest General Rules and Regulations for Jurong Port is available at JPPL's website: www.jp.com.sg and at Main Gate.

6 Liability

- 6.1 Pass-holder enters Jurong Port and its Lighter Terminal at his own risk and expense.
- 6.2 JPPL shall not be liable for:
- (a) any inconvenience, loss, and damage arising from the pass being invalidated or cancelled or withdrawn for whatsoever reason; or
 - (b) for any interruption in any of the services or facilities in Jurong Port and its Lighter Terminal, failure or defect of machine, system of authorisation, data processing or communication system or transmission link, fire, flood, act of God, inclement conditions or unavoidable shortage of electricity or water or labour dispute or other cause beyond JPPL's control.

7 Indemnity

The Pass-holder must indemnify JPPL against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability whatsoever arising under any statute or at common law in respect of any damage to any part of Jurong Port and its Lighter Terminal or personal injury to or the death of any person whomsoever in consequence of or resulting from:

- (a) any misuse of the Pass, or
- (b) any breach of the terms and conditions of the Pass; or
- (c) any breach of the JPPL's rules, regulations or directions; or
- (d) any breach of statutory requirements; or
- (e) any use or presence or operation of any equipment or vehicle brought into Jurong Port and its Lighter Terminal by the Pass-holder irrespective of whether as a result of the negligence of the Pass-holder or otherwise.

8 No Implied Waivers

No failure on the part of JPPL to exercise, and no delay on its part in exercising, any right or remedy will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Pass are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

9 Governing Law

This terms and conditions of the Pass shall be governed by, and construed in accordance with, the laws of Singapore. The Pass-holder hereby submits irrevocably to the exclusive jurisdiction of the Courts of Singapore.