

**GENERAL CONDITIONS FOR SERVICES AND FACILITIES**  
provided by  
**SINGAPORE CRUISE CENTRE PTE LTD**  
at the Terminal  
as at 21 July 2014

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**1 DEFINITIONS AND INTERPRETATION**

1.1 Definitions

The following expressions and their grammatical variations used in the Contract shall have the following meaning unless expressly agreed otherwise or the context of the Contract requires otherwise:

1.1.1 **"Agreement"** means the agreement made between SCC and the Customer.

1.1.2 **"Claim"** means any loss, damage, cost and expense due to any circumstances, including but not limited to the following:

- (1) any loss, destruction or damage of any property;
- (2) any damage to the environment;
- (3) the death or injury of any person; or
- (4) any economic or consequential loss or loss of profits suffered by any person

and any demand or legal proceedings made or instituted in respect of such loss, damage, cost or expense (including solicitor and client costs).

1.1.3 **"the Conditions"** means these General Conditions and the Specific Conditions.

1.1.4 **"the Contract"** means the contract constituted by the Agreement including the Conditions and any other document expressly agreed between the Parties as forming part of such contract.

1.1.5 **"the Contract Period"** means the period of the Contract from the Commencement Date until the Expiry Date or in the absence of any stipulation of such dates, the period from the date when SCCPL first provided any Services/Facilities under the Contract until:

- (1) the complete performance of the Contract by both Parties; or
- (2) the termination of the Contract by either Party in accordance with the other provisions of the Contract

whichever shall be earlier.

- 1.1.6 **"the Contract Sum"** means all or any sums payable by or for the Customer to SCCPL under the Contract or at law in accordance with the rate stipulated in the Contract or in the absence of such stipulation, in accordance with the rate stipulated in the SCC Price List.
- 1.1.7 **"Customer"** means the person named as such in the Agreement or its successor or permitted assign.
- 1.1.8 **"the Customer's Property"** means the whole or part of any property of any kind brought into the Terminal or delivered to SCCPL by or on behalf of the Customer for the purposes of the Contract.
- 1.1.9 **"the Customer's Representative"** means any one or more persons authorised by the Customer and approved by SCCPL under General Condition 6.1.
- 1.1.10 **"Force Majeure"** means any of the following events -
- (1) any act of God, act of war, rebellion, riot or civil commotion, insurrection, looting, blockade or embargo, act of public enemy, strike, action to work to rule, occupation, lock-out, sabotage, compliance with any regulation, measure, direction, order or request of any competent authority in Singapore or person purporting to act therefor, any premature termination of SCCPL's sublease of the Terminal premises or SCCPL's licence to operate the Terminal, mobilisation, requisitioning, quarantine measure, epidemic, obstruction of access, prohibition or restriction of import, export or transit, attachment or arrest of any property used for the performance of the Contract, abnormally high prices, failure of or stagnation in the supply of power, fuel, transport or equipment affecting the availability of materials or labour necessary for the performance of the Contract to a degree not existing at the time of commencement of the Contract Period, or any other similar circumstances;
  - (2) any fire, smoke, explosion, water used to extinguish fires, atomic nuclear reaction, flood, storm, peril of the sea, breaking adrift of any vessel from the Terminal, damage by aircraft or vessel, obstruction to shipping or roads that provide access to or egress from the Terminal or interruption of use of the Services/Facilities due to any cause whatsoever;
  - (3) any defect, inherent vice or natural property of any property, change in quality of any property, damage caused by other property, any defect whether or not latent of the Services/Facilities or defective packaging, containers or means of transport used in respect of the Customer's Property, delay in the delivery of the Customer's Property to or from the Terminal on the part of any person other than SCCPL, its employees, agents or contractors, failure in or delayed arrival of packing materials, containers or means of transport used in respect of the Customer's Property or a third party's interference with the Services/Facilities; or

(4) any other circumstances the occurrence or extent of which the affected Party could not reasonably have foreseen, controlled, avoided, prevented or forestalled.

- 1.1.12 "**Parties**" means SCCPL and the Customer, or "**Party**" means either of them.
- 1.1.12 "**Passengers**" means all or any persons entering, using or remaining at the Terminal for embarkation on or during or after disembarkation from on any Vessel at the Terminal.
- 1.1.13 "**Personal Data**" means data, or information provided by the Customer (including, without limitation, any information in the form of text, images, video, audio, and multimedia) which is protected under applicable privacy or security law or regulation, and at the minimum, means any information in any form that may be used to identify, or lead to the identification of, an individual natural person.
- 1.1.14 "**SCC Electronic Transactions Rules**" means the rules set by SCCPL from time to time governing the safety of activities and persons at the Terminal, the current copy of which is contained in **Attachment 3A**.
- 1.1.15 "**SCC Price List**" means the list of charges payable to SCCPL from time to time for the use of the Services/Facilities, the current copy of which is contained in **Attachment 3B**.
- 1.1.16 "**SCC Privacy Policy**" means the rules set by SCCPL from time to time governing the provision, use and disclosure of Personal Data.
- 1.1.17 "**SCC Rules**" means the SCC Electronic Transactions Rules, the SCC Privacy Policy, the SCC Data Rules, the SCC Safety Rules, the SCC Security Rules, the SCC Traffic Rules and other rules set by SCCPL from time to time for good order at and management of the Terminal.
- 1.1.18 "**SCC Safety Rules**" means the rules set by SCCPL from time to time governing the safety of activities and persons at the Terminal, the current copy of which is contained in **Attachment 3C**.
- 1.1.19 "**SCC Security Rules**" means the rules set by SCCPL from time to time governing the security of persons and property at the Terminal, the current copy of which is contained in **Attachment 3D**.
- 1.1.20 "**SCC Traffic Rules**" means the rules set by SCCPL from time to time governing the entry into, exit from and movement, use and parking of vehicles at the Terminal, the current copy of which is contained in **Attachment 3E**.
- 1.1.21 "**SCCPL**" means Singapore Cruise Centre Pte Ltd or its successors and assigns.
- 1.1.22 "**SCCPL Operating Requirements**" means the requirements imposed by SCCPL from time to time in respect of the operation of Vessels, the current copy of which is contained in **Attachment 3F**.

1.1.23 "**Services/Facilities**" means any of the following services and/or facilities provided by SCCPL -

- (1) Handling of Passengers;
- (2) Baggage handling;
- (3) Berthing, mooring, handling or unberthing of Vessels;
- (4) Facilitation of Ship supplies to Vessels;
- (5) Supply of water to Vessels; and
- (6) Other services and facilities provided by SCCPL.

1.1.24 "**the Specific Conditions**" means the conditions defined as such in the Agreement.

1.1.25 "**the Terminal**" means all or any part of any land, place, structure or building in which the Services/Facilities shall be provided by SCCPL irrespective of whether or not such land, place, structure, or building shall be owned, operated, managed or controlled by SCCPL, including any berth, jetty or wharf.

1.1.26 "**Vessel**" means the vessel in respect of which any Service/Facilities is provided or to be provided by SCCPL to the Customer under the Contract.

## 1.2 Interpretation

1.2.1 SCCPL may perform its obligations under the Contract by itself or any other person.

1.2.2 Any undertaking by SCCPL under the Contract to do any act may be carried out by its employees, agents or contractors, in which event all acts or omissions which may be permitted of SCCPL under the Contract shall also be permitted of such persons and all protection from liability afforded to SCCPL by the Contract shall also be afforded to such persons.

1.2.3 Words importing the singular number shall include the plural number and vice versa.

1.2.4 Words importing the masculine gender shall include the feminine or neuter gender.

1.2.5 Unless expressly provided otherwise in the Contract, the several documents or other modes of communication forming the Contract shall be taken as mutually explanatory of one another and shall have precedence in the following order:

- (1) the Agreement;
- (2) the Specific Conditions;
- (3) the SCC Rules; and

(4) the General Conditions

**Provided that** in the event of any contradiction or inconsistency between any provision of the Contract (except the Conditions) and any other provision of the Contract, the provision with a later date shall prevail.

- 1.2.6 All agreements and undertakings on the part of either Party which comprise more than one person or entity shall be joint and several.
- 1.2.7 All applications, orders, instructions, notices, requests, descriptions, directions, declarations, permissions, consents and other communication required or permitted under the Contract to be made or given by either Party shall be made or given in writing or by such other mode as may be accepted by the other Party.
- 1.2.8 Reference in the Contract to any statute includes a reference to such statute in force from time to time and any regulations or orders made under such statute.
- 1.2.9 If the whole or any part of any provision of the Contract shall be or become illegal, invalid or unenforceable for any reason whatsoever including by reason of any statutory provision or by reason of any decision of any Court or any other body or authority having jurisdiction over the Parties or the Contract, such whole or part of such provision shall be deemed to be deleted from the Contract **Provided that** if any such deletion substantially affects or alters the commercial basis of the Contract, the Parties shall negotiate in good faith to amend the provisions of the Contract as shall be necessary or desirable in the circumstances.
- 1.2.10 The headings of the provisions of the Contract are for reference and the convenience of the Parties only and do not define, limit or enlarge the meaning, interpretation or scope of the provisions.

## 2 MODIFICATIONS AND TERMINATION

### 2.1 Modifications

Notwithstanding the other provisions of the Contract, SCCPL may at any time and from time to time, modify the Contract by notifying the Customer not less than 14 days in advance.

### 2.2 Termination

Notwithstanding the other provisions of the Contract:

- (1) either Party ("**the Affected Party**") may terminate the Contract forthwith at any time without any claim or charge by the other Party
  - (a) if the other Party shall fail to observe or perform any of its obligations under the Contract and shall not remedy its failure within a reasonable time after the Affected Party has given to the other Party reasonable notice of such failure; or



- (b) if a petition in bankruptcy or liquidation shall be filed in respect of the other Party, or if the other Party shall be adjudged bankrupt or insolvent by any court; or
- (2) SCCPL may terminate the Contract immediately by notice to the Customer-
  - (a) if SCCPL shall be of the opinion that the provision of the Services/Facilities may lead to a possible claim against SCCPL or its employees, agents or contractors; or
  - (b) if any Force Majeure shall continue for a period longer than that which SCCPL considers reasonable for the release of the Customer from the performance or observance of its obligations under the Contract

without prejudicing the rights of either Party under the other provisions of the Contract in respect of any antecedent breach.

### **3 FACILITIES AND SCC RULES**

Unless expressly provided otherwise in the Contract, SCCPL shall at its discretion, select the facilities to be used or allocated by SCCPL for the provision of the Services/Facilities, and the Customer shall use and enjoy the Services/Facilities and ancillary services and facilities at the Terminal fully in compliance with the SCC Rules.

### **4 WORKING HOURS**

#### **4.1 Normal working hours**

Except where expressly agreed otherwise, the Services/ Facilities shall be provided by SCCPL during the normal working hours stipulated by SCCPL from time to time.

#### **4.2 Outside normal working hours**

4.2.1 Notwithstanding the other provisions of the Contract, SCCPL may provide any Services/Facilities outside the normal working hours if SCCPL shall reasonably deem it necessary to do so or if required by the competent authorities.

4.2.2 Any cost or expense incurred by SCCPL arising from providing any Services or Facilities outside the normal working hours pursuant to General Condition 4.2.1 shall also be payable by the Customer to SCCPL.

### **5 REMOVAL OF VESSELS**

The Customer shall ensure that the Vessel shall be removed from the Terminal immediately upon completion of the embarkation and/or

disembarkation of Passengers from the Vessel or sooner where deemed necessary by SCCPL to facilitate other operations at the Terminal.

## **6 REPRESENTATION OF CUSTOMER**

### **6.1 By SCCPL**

When and to the extent that SCCPL is acting as an agent of the Customer, SCCPL shall be entitled and the Customer hereby authorises SCCPL to enter into contracts on behalf of the Customer:

- (1) for the handling or carriage of Passengers by any route or means or person;
- (2) for the storage, packing, transshipment, transportation, loading, unloading or handling of services and goods by any route or means or person; and
- (3) to do such other acts as you may wish and which may in SCCPL's opinion be necessary for the performance of its obligations under the Contract.

### **6.2 SCCP's approval**

The Customer shall obtain SCCPL's prior approval of any other person which the Customer wishes to authorise to deal with SCCPL, its employees, agents and contractors for the purposes of the Contract, in which event all acts or omissions by such authorised person shall be deemed to be acts or omissions of the Customer.

### **6.3 Customer's responsibility**

6.3.1 Any undertaking by the Customer under the Contract to do or not to do or not to omit any act shall be deemed to include an obligation to ensure that such undertaking shall be carried out by the Customer or the Customer's Representative only.

6.3.2 Notwithstanding the provisions of this General Condition, the Customer shall at all times be responsible for the due observance of and compliance with the provisions of the Contract.

### **6.4 Liability and indemnity for Customer's Representative**

SCCPL shall not be liable for any Claim suffered by any person due to any cause whatsoever arising from the act or omission of the Customer's Representative or any other person ostensibly or apparently engaged or authorised by the Customer to deal with SCCPL and the Customer shall absolve SCCPL, its employees, agents and contractors in respect of such Claim and shall indemnify SCCPL, its employees, agents and contractors in respect of such Claim.

## **7 ACCESS TO AND PRESENCE AT TERMINAL**

7.1 Entrv and exit

Except with the permission of the SCCPL, no person or property shall enter or leave the Terminal by any place or by any means other than an entrance or exit or means designated by SCCPL for that purpose.

7.2 Closure of barriers

SCCPL may in its discretion without assigning any reason therefor, close the whole or any part of the Terminal for any period or erect or place any barriers thereat, in which event no person shall enter the same unless he has obtained the express permission of SCCPL.

7.3 Evidence of permission

The grant of SCCPL's permission under General Condition 7.1 or 7.2 shall be evidenced by any permanent or temporary pass issued by SCCPL subject to such conditions as SCCPL may think fit to impose.

7.4 Refusal or removal

SCCPL may at its discretion without assigning any reason therefor, refuse entry or exit to or require the Customer to remove any person or property whether or not such person or property is in possession of or covered by a pass or passes issued by SCCPL under General Condition 7.3.

7.5 Compliance with directions

The Customer shall and shall ensure that its employees, agents, contractors and Passengers and crews of the Vessels, comply with all directions given by SCCPL in respect of the Services/Facilities and the Terminal or as indicated by any signboard placed by SCCPL while the Customer remains at the Terminal.

7.6 During normal working hours and for Contract purposes

Subject to the foregoing paragraphs of this General Condition, SCCPL shall grant the Customer, its Passengers, the Vessels' crew and the Customer's Representative, reasonable access to the Facilities or the Terminal, as the case may be, during the normal working hours referred to in General Condition 4 or if applicable, outside the normal working hours, only for the purposes of the Contract subject to their compliance with the operational, safety, security and other requirements of SCCPL from time to time.

**8 SPECIFIC MEASURES AND ENVIRONMENT**

8.1 Specific measures

Notwithstanding the other provisions of the Contract, SCCPL may immediately and at the risk and expense of the Customer, install or modify any fixture or fitting at the Terminal which may be required by the competent authorities for the provision of the Services/Facilities.

## 8.2 Environment

The Customer shall not:

- (1) discharge, throw, deposit or permit or suffer to escape any dirt, ashes, exhaust, steam, oil, water, filth or waste matter whether liquid or solid onto the Terminal or the adjoining foreshore without the permission of SCCPL; or
- (2) cause smoke, soot, ash, grit or oil to be emitted from any Vessel at the Terminal in such quantity or density as may be deemed to be a nuisance or annoyance in the opinion of SCCPL.

## 9 **PAYMENT FOR SERVICES/FACILITIES**

### 9.1 Charges and other sums

9.1.1 Unless expressly agreed otherwise and in consideration of the provision of the Services/Facilities by SCCPL, the Customer shall pay to SCCPL all charges and other sums which shall be imposed by SCCPL under the SCCPL Price List or under the Contract or at law.

9.1.2 Such charges shall exclude all other charges, including the following charges, which shall be payable by the Customer to the relevant authorities:

- (1) the rates and charges payable for the use of tug, pilotage and other marine services and for the consumption of water and bunkers;
- (2) wharfage and wharf handling charges; and
- (3) the rates and charges usually otherwise payable by third parties to SCCPL in respect of the services and facilities provided by or on behalf of SCCPL or the occupation or use of the Terminal, which shall continue to be payable by such third parties directly to SCCPL.

### 9.2 Conditions of payment

Except as expressly agreed otherwise between the Parties:

- (1) All sums of whatever nature due from the Customer to SCCPL under the Contract shall be -
  - (a) payable without demand and without deduction not later than the date for payment stipulated in the SCCPL Price List or under the Contract, as the case may be; and
  - (b) recoverable against the Goods and any other property delivered by the Customer to SCCPL under any other contract made between SCCPL and the Customer.
- (2) SCCPL may at any time and from time to time require the Customer to open and maintain for the duration of the Contract

Period an account with SCCPL subject to the terms and conditions set by SCCPL from time to time.

- (3) The Customer shall, if required by SCCPL at any time and from time to time, furnish security for a sum and of a form approved by SCCPL for the prompt and proper performance and observance by the Customer of the Contract (including the obligation to pay the Contract Sum).
- (4) Notwithstanding the period for payment stipulated pursuant to paragraph (1)(a) above:
  - {a) if legal proceedings shall be commenced by any person for the bankruptcy, liquidation or winding up of the Customer;
  - {b) if the Customer shall make any offer of composition to its creditors;
  - {c) if any order of distress or attachment or similar order shall be made against any property of the Customer; or
  - {d) if the Customer shall fail to perform or observe any term or condition of the Contract despite SCCPL having notified the Customer of such failure and provided reasonable time and opportunity for the Customer to remedy the same

the Contract Sum shall become immediately due and payable.

- (5) If due to any reason whatsoever (except the default of SCCPL) the Customer shall not pay the Contract Sum on or before the due date for payment referred to in paragraph (1)(a) above:
  - (a) SCCPL shall be entitled to engage the services of any person to recover such sum from the Customer, in which event the Customer shall also be liable for all costs incurred by SCCPL for such services (including the legal costs); and
  - (b) regardless of whether or not SCCPL shall have engaged the services of any person as described in sub-paragraph (a) above, the Customer shall in addition to the Contract Sum and the costs described in sub-paragraph (a) above (if any), pay to SCCPL interest on such sums and the costs at the rate equivalent to the rate stipulated in the SCCPL Price List, which interest shall be payable on a day to day basis from the date immediately after the due date for payment to the date of actual payment of such sums, the costs and interest thereon or to the date of expiry or sooner termination of the Contract, whichever is earlier.
- (6) Time shall be of the essence for the purposes of this General Condition.

### 9.3 Taxes, etc

The Customer shall pay all taxes, levies, impositions, duties, charges, fees,

deductions or withholding of any nature and whatsoever called, now or hereafter imposed, levied, collected, assessed or withheld by any competent authority which are payable in connection with the Contract.

## **10 RIGHTS OVER CUSTOMER'S PROPERTY**

### **10.1 Right of lien and retention**

10.1.1 SCCPL shall have the right of lien and retention over the Customer's Property and the Vessel) and all sums (including any sums collected by SCCPL from third parties on behalf of the Customer) and all documents which SCCPL shall now or hereafter hold of or for the Customer or which is now or hereafter due to the Customer, to secure the payment of all sums due from the Customer to SCCPL and the discharge of all liabilities of the Customer to SCCPL under the Contract or at law.

10.1.2 In the exercise of SCCPL's right of lien and retention, SCCPL shall be entitled to attach, seize and detain such property and Vessel, sums and documents until the sums due from the Customer to SCCPL are fully paid.

10.1.3 SCCPL's lien shall have priority over all other liens and claims in respect of such property, sums and documents.

### **10.2 Power to dispose**

10.2.1 If any of the Customer's Property or any Vessel is not removed from the Terminal within the period stipulated by SCCPL under the Contract. SCCPL may at the expiration of such period dispose of such property or the Vessel by sale or in such other manner as it thinks fit.

10.2.2 SCCPL shall render the surplus proceeds of sale, if any, to the Customer and any other person entitled thereto on demand, and, in case no such demand is made within 3 months from the date of the sale of such property the surplus shall be paid to the account of SCCPL, whereupon all rights to the same by such person shall be extinguished.

### **10.3 Power to distrain for non-payment of Contract Sum**

10.3.1 If the Customer fails to pay the Contract Sum in accordance with the Contract, SCCPL may, in addition to any other remedy which SCCPL may be entitled to attach, use, distrain or arrest the Customer's Property or the Vessel in respect of which such Contract Sum is payable and the tackle, apparel or furniture belonging thereto or any part thereof, and detain the same until the amount so due is paid.

10.3.2 In case any part of the Contract Sum or of the costs of the distress or arrest, or of the storage or keeping of the Customer's Property or the Vessel, tackle, apparel or furniture, remains unpaid for a period of not less than 14 days after any such distress or arrest has been so made, SCCPL may cause the Customer's Property or the Vessel so distrained or arrested to be sold, and with the proceeds of the sale may satisfy those charges, other sums and costs, including the costs of sale remaining unpaid, rendering the surplus, if any, to the Customer or the master or owner of the Vessel or any other person selected by SCCPL, on demand.

## **11 OPERATING REQUIREMENTS AND CIRCULARS**

### **11.1 SCC Operating Requirements**

SCCPL may impose operating requirements for the maintenance, control, operation and management of the Terminal and generally for carrying out the purposes of the Contract.

### **11.2 Circulars**

Without prejudice to the generality of Clause 11.1, the Customer shall comply with the operating requirements as contained in the existing circulars which have been made available to the Customer (which the Customer hereby acknowledges as having read and agreed to) or hereafter notified to the Customer and other users of services and facilities provided by SCCPL, insofar as such requirements are applicable to Passengers, Vessels and their crew and/or the Services/Facilities.

## **12 FORCE MAJEURE**

### **12.1 Affecting performance of observance by Customer**

12.1.1 If the Customer shall be prevented by any Force Majeure from performing or observing its obligations under the Contract and shall suffer undue hardship due to such Force Majeure, the Customer shall immediately notify SCCPL thereof and identify the Force Majeure, whereupon the Customer shall be released from such performance or observance to the extent that and for so long as such performance or observance shall be prevented by the Force Majeure and such undue hardship.

12.1.2 The Customer shall perform and observe its other obligations under the Contract insofar as they shall not be affected by the Force Majeure.

12.1.3 Notwithstanding General Condition 12.1.1, the Customer shall fulfil such obligation immediately upon the cessation of the Force Majeure regardless of whether or not the Force Majeure shall cease during or after the Contract Period.

### **12.2 Affecting performance or observance by SCCPL**

SCCPL shall be released from performing or observing its obligations under the Contract if such performance or observance shall be prevented by any Force Majeure.

## **13 INSURANCE AND LIABILITY**

### **13.1 Insurance**

The Customer shall not do or permit or suffer to be done at the Terminal

anything whereby any insurance policy or policies effected by SCCPL in respect of the Terminal may become void or voidable or whereby the rate of premium for any such insurance may be increased.

13.2 Standard of performance

Each Party shall perform its obligations under the Contract with reasonable care, diligence, skill and judgement.

13.3 Liability

13.3.1 Each Party shall be liable for and shall indemnify the other Party against any liability for claims or suits, including costs and expenses incidental thereto, in respect of:

- (1) loss or damage to its property; and
- (2) death or personal injury suffered by any person

caused by the negligence of the first mentioned Party in the performance or purported performance of its obligations under this Agreement and not directly or indirectly caused or contributed wholly or partly by the negligence or default of the other Party, its employees, agents or contractors.

13.3.2 SCCPL's liability under General Condition 13.3.1 shall not exceed the actual loss or damage, death or injury suffered by the Customer.

13.3.3 Notwithstanding General Conditions 13.3.1 and 13.3.2:

- (1) SCCPL shall not be liable to the extent of any claim with a proven value of less than Singapore Dollars One Thousand (S\$1,000.00);
- (2) SCCPL shall not be liable for more than Singapore Dollars Twenty Five Thousand (S\$25,000.00);
- (3) SCCPL does not accept any responsibility or liability for any delay in the arrival, handling or departure of any Vessel; and
- (4) neither Party shall be entitled to any consequential, punitive or other similar indirect damages, including without limitation, loss of profit, loss of revenue or business.

13.3.4 The limitations of liability under General Conditions 13.3.1 and 13.3.2 shall relate to the whole of any losses and damages which may arise upon any one distinct occasion, although such losses or damages may be sustained by more than one person, and shall apply whether the liability arises at common law or under any written law and notwithstanding anything in such written law.

13.3.5 If any claim or action shall be made or commenced against SCCPL by any person other than the Customer in respect of any loss or damage described in General Condition 13.3.1, the Customer shall indemnify SCCPL, its employees and agents in respect of liability, loss or damage (including solicitor and client costs) that SCCPL, its employees or agents may suffer even where such liability, loss or damage shall exceed the limitations of



liability imposed under the Contract or at law.

- 13.3.6 Upon receipt of payment from SCCPL for any loss or damage suffered by the Customer under the Contract, the Customer shall forthwith release and discharge SCCPL, its employees and agents from all further claims of any nature whatsoever in connection with or in relation to the incident and shall indemnify SCCPL, its employees and agents in respect of the same.
- 13.3.7 The Claim shall be void if the Customer shall not have notified SCCPL thereof within one week after the occurrence of the event giving rise to the Claim.
- 13.3.8 If any Claim shall have been notified to SCCPL in accordance with General Condition 13.3.7, the Claim shall become void if the Customer shall not commence legal proceedings in respect thereof within the period of 6 months after the date of such notice.
- 13.3.9 If any Claim shall be made against SCCPL by more than one person and SCCPL shall decide to pay compensation in respect of the claim, SCCPL shall be entitled to apportion such compensation among such persons according to the extent of proven loss or damage suffered by each of them.
- 13.3.10 Notwithstanding the other provisions of the Contract, if the Customer shall hire any crane, forklift or other vehicle or equipment from SCCPL, the Customer shall notwithstanding that the same be driven or operated by the employee, agent or contractor of SCCPL be liable for any injury, loss or damage howsoever caused by the vehicle or equipment and such person shall indemnify SCCPL in respect of any claim preferred against SCCPL by any person on that account.
- 13.3.11 Notwithstanding the other provisions of the Contract, no matter or thing done and no contract of any kind entered into by SCCPL and no matter or thing done by any employee, agent or contractor of SCCPL or any other person whomsoever acting under the direction of SCCPL shall, if the matter or thing was done or the contract was entered into bona fide for the purpose of providing the Services/Facilities, subject any such person personally to any action, liability, claim or demand whatsoever in respect thereof.
- 13.3.12 The Parties acknowledge that this General Condition satisfies the requirements of reasonableness specified in the Unfair Contract Terms Act (Cap. 396) and that it shall be stopped from claiming the contrary at any future date in the event of any dispute with SCCPL concerning SCCPL's liability hereunder.

## **14 CUMULATIVE RIGHTS AND REMEDIES**

The rights and remedies given to SCCPL under the Contract shall be cumulative remedies and shall not prejudice any other rights or remedies of SCCPL contained in the Contract or at law or the right of action or other remedy of SCCPL for the recovery of any sums due to SCCPL from the Customer or in respect of any antecedent breach of the Contract by the Customer.

## **15 COMPLIANCE WITH STATUTES**

### **15.1 By Parties**

The Parties shall comply with the provisions of all statutes, and all rules and regulations made thereunder affecting the Contract.

### **15.2 Permission, etc and indemnity**

The Customer shall obtain all requisite permissions, approvals and consents from the competent authorities and shall indemnify SCCPL against any fines, penalties, losses, costs or expenses incurred by SCCPL in respect of any non-compliance with the provisions of such statutes.

## **16 ASSIGNMENT AND THIRD PARTIES**

### **16.1 Assignment**

Neither Party may assign, transfer, sub-contract or delegate any of its rights, benefits duties or obligations arising under the Contract without the prior consent of the other Party, except that SCCPL may do so in favour of or to its related corporation (within the meaning of the Companies Act, Cap 50).

### **16.2 Third Parties**

A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Chap 53B) to enforce any of the terms of the Contract.

## **17 CONFIDENTIALITY AND PERSONAL DATA**

### **17.1 Confidentiality**

17.1.1 No Party shall disclose to any other person any information related to the Contract without the prior consent of the other Party.

17.1.2 Notwithstanding General Condition 17.1.1, either Party may disclose information related to the Contract to:

- (1) such Party's agents or contractors who have a need to know the same provided that such agents and contractors are first subject to the same confidentiality restrictions contained herein;
- (2) any other person pursuant to a legal requirement to disclose or pursuant to any judicial authority which requires disclosure; or
- (3) any other person to the extent that such information shall already be known to such Party.

### **17.2 Personal Data**

Without prejudice to the generality of Clause 17.1, the provision, use or disclosure of Personal Data for the purpose of obtaining or provision of or relating to the Services/Facilities shall be governed by the terms and conditions set out in SCCPL's Privacy Policy.

## **18 NON-DEMISE**

The Contract shall not confer on the Customer any lease, tenancy or other greater interest in or possession of the Terminal or any part thereof, which possession is retained by the SCCPL subject however to the terms and conditions of the Contract.

## **19 NO GRANT OF INTELLECTUAL PROPERTY RIGHT**

No intellectual property right or licence belonging to either Party is hereby expressly or impliedly granted to the other Party.

## **20 COMMUNICATION**

### **20.1 Definitions**

For the purposes of this General Condition, the following expressions shall have the following meanings unless the context requires otherwise:

- (1) **"Data Message"** means a notice or information generated, sent, received or stored by electronic, optical or similar means acceptable to SCCPL, including but not limited to Electronic Data Interchange, electronic mail, telegram or telex;
- (2) **"Electronic Data Interchange"** means the electronic transfer from computer to computer of information using an agreed standard to structure the notice or information; and
- (3) **"Originator"** in relation to a Data Message means the Customer or the Customer's Representative by whom or on whose behalf the Data Message purports to have been sent or generated prior to storage.

### **20.2 Other forms of writing**

Where the Contract requires any notice or information to be in writing, that requirement is also met by a Data Message if the notice or information contained therein is accessible so as to be useable for subsequent reference.

### 20.3 Original

20.3.1 Where the Contract requires any notice or information to be presented or retained in its original form, that requirement is met by a Data Message if:

- (1) there exists a reliable assurance as to the integrity of the notice or information from the time when it was first generated to its final form, as a Data Message or otherwise; and
- (2) where it is required that that notice or information be presented, that notice or information is capable of being displayed to the person to whom it is to be presented.

20.3.2 For the purposes of General Condition 20.3.1:

- (1) the criteria for assessing integrity shall be whether the notice or information has remained complete and unaltered, apart from the addition of any endorsement and any change which arises in the normal course of communication , storage and display; and
- (2) the standard of reliability required shall be assessed in the light of the purpose for which the notice or information was generated and in the light of all the relevant circumstances.

### 20.4 Signature and attribution

20.4.1 Where the Contract requires a signature of the Originator, that requirement is met in relation to a Data Message if:

- (1) a method is used to identify the Originator and to indicate their receipt of the notice or the information contained in the Data Message; and
- (2) that method is as reliable as was appropriate for the purpose for which the Data Message was generated or communicated, in the light of all the circumstances, including the Contract.

20.4.2 A Data Message is that of the Originator if it was sent by the Originator itself.

20.4.3 As between the Originator and SCCPL, a Data Message is deemed to be that of the Originator if it was sent:

- (1) by a person who had the actual, ostensible or apparent authority to act on behalf of the Originator in respect of that Data Message; or
- (2) by a system for generating, sending, receiving, storing or otherwise processing data messages, programmed by or on behalf of the Originator to operate automatically.

20.4.4 As between the Originator and SCCPL, its employees and agents, SCCPL, its employees, agents and contractors are entitled to regard a Data Message as being that of the Originator and to act on that assumption, if the Data

Message as received by SCCPL, its employees, agents or contractors resulted from the actions of a person whose relationship with the Originator enabled that person to gain access to a method used by the Originator to identify Data Messages as its own.

20.4.5 General Condition 20.4.4 shall not apply as of the time when SCCPL, its employees or agents have both received notice from the Originator that the Data Message is not that of the Originator and SCCPL, its employees, agents and contractors had reasonable time to act accordingly.

20.4.6 Where a Data Message is that of the Originator or is deemed to be that of the Originator, SCCPL, its employee, agent or contractor is entitled to act on that assumption, then, as between the Originator, and SCCPL, its employees, agents or contractors, SCCPL, its employees agent or contractor is entitled to regard the Data Message as received as being what the Originator intended to send and to act on that assumption.

20.4.7 SCCPL, its employee, agent or contractor is entitled to regard each Data Message received as a separate Data Message and to act on that assumption, except to the extent that it duplicates another Data Message and SCCPL, its employee, agent or contractor knew that the Data Message was a duplicate.

#### 20.5 Acknowledgement of receipt

Except where expressly agreed otherwise, SCCPL, its employee, agent or contractor is deemed to have received a Data Message when it acknowledges receipt by any communication in writing by SCCPL, its employee, agent or contractor or any conduct of SCCPL, its employee, agent or contractor sufficient to indicate to the Originator that the Data Message has been received.

#### 20.6 Service

20.6.1 Subject to General Conditions 20.1 - 20.5, any notice or other document to be given by either Party under the Contract shall be deemed to be received by the other Party if sent by:

- (1) hand or local urgent mail or express mail or other fast postal service, or
- (2) registered post

to the registered or representative office of the recipient in Singapore, or by telex, facsimile or other electronic media, followed immediately by a posted confirmation copy.

20.6.2 Notwithstanding the provisions of General Condition 20.6.1, SCCPL may where SCCPL considers appropriate or conducive to efficiency or expediency, choose to give any notice to the Customer required under the Contract, by writing addressed to users of the Services/Facilities generally or by posting a copy of such notice at SCCPL's website.

## **21 CONSENT OR WAIVER**

No consent or expressed or implied waiver by SCCPL to or of any breach of any General Condition or a covenant or duty of the Customer shall be construed a consent or waiver by SCCPL to or of any other breach of the name or any other General Condition, covenant or duty by the Customer and shall not prejudice in any way the rights powers and remedies of SCCPL contained in the Contract or at law.

## **22 GOVERNING LAW AND ARBITRATION**

### **22.1 Governing law**

The validity and performance of the Contract shall be governed by the laws of Singapore.

### **22.2 Arbitration**

22.2.1 It is the firm intention of the Parties that all disputes arising under the Contract shall be settled amicably by consultation between the Parties.

22.2.2 If and to the extent that such settlement may not be possible such dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**the SIAC**") for the time being in force which rules are deemed to be incorporated by reference into this clause.

22.2.3 The tribunal shall consist of an arbitrator to be appointed by the Chairman for the time being of the SIAC.

22.2.4 The language of the arbitration shall be English.

22.2.5 The Parties agree to be bound by the award of the arbitrator, and to submit to the jurisdiction of the courts of the Republic of Singapore for the enforcement of such awards.

22.2.6 The Customer hereby agrees to submit itself to the jurisdiction of the courts in Singapore in respect of any claim arising against the Customer under the Contract which is referred to the courts and to obey any order or judgment of the courts in respect of such claim and when and so far as it may be necessary that any instrument or order issued from the courts or any appeal therefrom should be served on the Customer in any proceedings to be taken for the enforcement of the Contract, the Customer hereby agrees and consents that the service of such instrument or order on the Customer in accordance with the Contract shall be in all respects as operative and effective.

## **23 SURVIVAL OF OBLIGATIONS**

Notwithstanding the complete performance of the Contract or the termination of the Contract insofar as it relates to the Customer, the terms and conditions of the Contract shall remain in full force and effect between the SCCPL and the Customer insofar as such terms and conditions shall remain unfulfilled or relevant.

## **24 STAMP DUTY**

The Customer shall bear the costs of and incidental to the stamping of all documents evidencing the Contract and the duplicate thereof.