

PENANG PORT SDN BHD

TERMS AND CONDITIONS OF BUSINESS FOR FERRY SERVICES

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TERMS & CONDITIONS OF BUSINESS FOR FERRY SERVICES

PREAMBLE

Conditions of Business Offer

- A. Penang Port Sdn. Bhd ("**PPSB**") is authorised and licensed by Penang Port Commission ("**PPC**") to operate, manage and maintain the ferry service linking George Town, Penang Island from Pangkalan Raja Tun Uda ("**PRTU**") to Butterworth at Pangkalan Sultan Abdul Halim ("**PSAH**") and vice versa or any other landing places as approved by PPC for all pedestrian passengers and selected classes of vehicular traffic based on the schedules determined by PPSB.
- B. This Terms and Conditions of Business for Ferry Services ("**Ferry Services BTC**") shall be read, taken and construed together with PPSB's Terms and Condition of Business (which can be downloaded from PPSB's website, www.penangport.com.my) ("**BTC**") and the relevant Applicable Law (as defined in the BTC). Save and subject to the provision herein contained in this Ferry Services BTC, all the provisions of the BTC shall remain the same and be in full force and effect.
- C. This Ferry Services BTC shall also be read, taken and construed as part of the contract or agreement entered with PPSB and govern any transaction for the usage of the Ferry Services offered and provided by PPSB to the Ferry Services User.
- D. The Ferry Services User is deemed to accept PPSB's offer for the Ferry Services upon purchasing the ticket for the Ferry Services and/or using the Ferry Services and/or entering into the Ferry Terminal Premise.
- E. In the event of any inconsistency between the provisions of the BTC and this Ferry Services BTC, the provisions in this Ferry Services BTC shall prevail to such inconsistency.

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PART I

TERMS OF BUSINESS OFFER

1.0 Standing Offer

- 1.1 This Ferry Services BTC as notified in PPSB's website (which can be downloaded) or through hard copy distributed by PPSB to the Ferry Services User or by any manner deemed appropriate by PPSB, shall constitute a standing offer upon which PPSB makes its Ferry Services available to the Ferry Services User (hereinafter known as "**Standing Offer for Ferry Services**").
- 1.2 The Standing Offer for Ferry Services shall be deemed to be accepted either upon purchasing the ticket for the Ferry Services and/or using Ferry Services and/or entering into the Ferry Terminal Premise.
- 1.3 For the avoidance of doubt, PPSB shall have the right to deny any person from using the Ferry Services without any obligation to assign any reasons whatsoever.

2.0 Definition and Interpretation

- 2.1 Except where the context otherwise requires, or unless this Ferry Services BTC otherwise provides, all words and expressions defined in the BTC when used or referred the BTC.
 - 2.1.1 "**Ferry Terminal Premise**" mean the piers, landing places, bridges, lands, buildings, car parks, works and convenience provided or administered by PPSB for in connection with Ferry Services including PRTU and PSAH.
 - 2.1.2 "**Ferry**" means any vessel provided by PPSB for the purpose of rendering the Ferry Services.
 - 2.1.3 "**Ferry Services**" means ferry services linking George Town, Penang Island from Pangkalan Raja Tun Uda ("**PRTU**") to Butterworth at Pangkalan Sultan Abdul Halim ("**PSAH**") and vice versa or any other landing places as approved by PPC for all pedestrian passengers and selected classes of vehicular traffic based on the schedules determined by PPSB.
 - 2.1.4 "**Ferry Service Charge**" means the scale of rates for the carriage of pedestrian passenger and selected classes of vehicular traffic for the Ferry Services as set out in Schedule A of the Ferry Services BTC, which may be revised from time to time.
 - 2.1.5 "**Ferry Services User**" means pedestrian passengers and/or selected classes of vehicular traffic.
 - 2.1.6 "**ticket**" means any form of evidence (e.g., electronic ticket, itinerary, receipt, electronic coupon and boarding document) issued by PPSB to the Ferry Services User for the Ferry Services.

3.0 Construction and Savings

- 3.1 In the construction of this Ferry Services BTC, no condition nor any clause or paragraph of any condition shall be taken to derogate from the generality of any other condition clause or paragraph. If the whole or any part of any provision of this Ferry Services BTC is or becomes 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 PPSB and the Ferry Services User or the Ferry Services), the said provision shall be deemed to be deleted from this Ferry Services BTC and shall not affect any other paragraph which shall remain valid, applicable and enforceable throughout.
- 3.2 All business conducted by PPSB is subject to the exclusions and limitations of liability. The liability of the Ferry Services User and PPSB under this Ferry Services BTC shall be deemed to operate in addition to and in no way derogate from any liability which would have arisen by contract, in tort, by statute or otherwise on the part of the Ferry Services User or PPSB.

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PART II

APPLICABILITY OF BTC

4.0 **Applicability of BTC**

4.1 Save and except as provided in this Ferry Services BTC, the following clauses as provided in the BTC shall be applicable and have the same effects:

- (a) Part V (Limitation of Liability) – Clause 38.0;
- (b) Part VI (Exclusion of Liability) – Clause 39.0; and
- (c) Part VII (General Conditions) – Clause 40.0 until 56.0.

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PART III
FERRY SERVICES

5.0 Boarding Requirements

5.1 Ticket

- (a) The Ferry Services User shall purchase the ticket prior to using Ferry Services.
- (b) No amendment, cancellation and refund allowed for all purchased ticket.
- (c) The ticket purchased is not transferrable and is only valid for the date as stated on the ticket.
- (d) PPSB shall not be held responsible for any ticket that is lost, stolen, damaged and/or destroyed.
- (e) Any ticket purchased by the Ferry Services User may be inspected at any time by PPSB.
- (f) Any person who fails to produce their ticket will be instructed to pay the said ticket fare.
- (g) The departure and/or arrival time displayed on electronic notice boards, itinerary printout, the timetable, or as may be indicated elsewhere, including but not limited to PPSB's website and/or official social media, are not guaranteed. PPSB may without prior notification, delay, cancel and/or reschedule the departure and/or arrival time of the Ferry.

5.2 Ferry Terminal Premise

- (a) Any person shall adhere to the Ferry Terminal Premise's safety requirements and safety signage.
- (b) No person shall act or cause to damage or change or tamper with or vandalize the Ferry Terminal Premise in any way which is detrimental to the safety and performance or to the efficiency of operation at the Ferry Terminal Premise.
- (c) Any person shall comply with any direction that may be given to him or them by PPSB while within the Ferry Terminal Premise.
- (d) No person shall conduct violent acts, disturbance or abuse anyone whether physically or verbally within the Ferry Terminal Premise.

5.3 Boarding

- (a) Except for the event stated in Clause 5.3(d)(i), Ferry Services User shall board the Ferry before the Ferry departure time.
- (b) PPSB may require Ferry Services User to comply with any direction that may be given for:
 - (i) regulating the position of the permitted vehicle on board of the Ferry; and
 - (ii) regulating the traffic for off-boarding of the Ferry in a safe manner.
- (c) PPSB may direct any Ferry Services User to sit at the designated area. Nevertheless, PPSB does not guarantee to provide any seat on board of the Ferry.
- (d) PPSB has the right to prevent any person to board the Ferry in the event of:
 - (i) if, in PPSB's judgment, the Ferry is completely loaded;

For avoidance of doubt, in the event this incident occurred, the Ferry Services User will be given priority over boarding on the next available Ferry.
 - (ii) failure to show ticket to PPSB upon inspection;
 - (iii) usage of counterfeits or forge ticket with the intent to defraud PPSB or any other person;
 - (iv) conduct violent acts, disturbance or abuse anyone whether physically or verbally on board of the Ferry;
 - (v) if, in PPSB's judgment, the person is under the influence of alcohol, drugs and/or behaving erratically;
 - (vi) if, in PPSB's judgment, the person has contagious or infectious disease;
 - (vii) medically unfit to travel or the person's medical condition poses or could pose a danger and/or threat to another passenger;
 - (viii) in possession of any unlawful, dangerous and/or offensive goods or weapons;
 - (ix) any minor up to eleven (11) years old who is not accompanied by a person who has attained the age of majority, i.e., eighteen (18) years old;
 - (x) any goods which are brought on board of the Ferry which in PPSB's opinion are not suitable and/or safe for carriage.

- (e) For any minor between twelve (12) to seventeen (17) years old, the said minor is carried at the parents' and/or guardian's own responsibility.

6.0 Vehicle

- 6.1 No vehicles shall board into the Ferry without the permission of PPSB.
- 6.2 The Ferry Services User shall indemnify PPSB against any damage or injury to any person or property or to such permitted vehicle on board of the Ferry and/or within the Ferry Terminal Premise vicinity.
- 6.3 PPSB shall not be held liable in the event a permitted vehicle is moved by PPSB in the absence of the rider for the purpose of regulating the traffic on board of the Ferry and/or within the Ferry Terminal Premise vicinity.
- 6.4 No vehicle exceeding the weight or dimensions as may from time to time be prescribed by PPSB and/or Appropriate Authority shall board into the Ferry or enter into the Ferry Terminal Premise. Any Ferry Services User shall not make any false statement as to the weight and/or dimensions of the permitted vehicle. The Ferry Services User shall be held liable for the costs and expenses of any repair which may become necessary as the result of this action.
- 6.5 PPSB may require any Ferry Services User to comply with any direction that may be given to such permitted vehicle while on board of the Ferry.
- 6.6 The rider shall not leave the controls of the permitted vehicle unattended while the same is on board of the Ferry except with prior permission of PPSB.

7.0 Prohibitions

- 7.1 All Ferry Services User shall be carried at their own risk and shall observe all prohibitions and safety signage displayed in the Ferry, within the Ferry Terminal Premise and while embarking and disembarking the Ferry.
- 7.2 No Ferry Services User shall:
 - (a) enter or occupy any part of the Ferry reserved for navigation;
 - (b) wilfully obstruct or impede the roadways, footpath, passages, stairs, gangways and any areas marked "Keep Clear" on the Ferry and/or Ferry Terminal Premise;
 - (c) attempts to embark or disembark from a Ferry or leave any Ferry Terminal Premise, with or without a vehicle against the instruction of PPSB;
 - (d) wilfully obstruct or hinder PPSB at the Ferry Terminal Premise and/or on board of the Ferry;

- (e) break down, remove, injure or get over, under, or through any bar, rail, fence or barrier, or force to open any gates fitted or placed on any Ferry or on any part of the Ferry Terminal Premise for the movement of Ferry Services User or traffic;
- (f) attempts to embark or disembark from any Ferry by any other way other than the gangways provided;
- (g) fails to leave the Ferry at the end of each trip when required to do so by PPSB;
- (h) fails to leave the Ferry Terminal Premise when requested to do so by PPSB at or about the Ferry Terminal Premise or enter or attempt to enter, upon the Ferry Terminal Premise after such premise have been closed;
- (i) while on board of the Ferry and/or within the Ferry Terminal Premise, sell or offer for sale any goods unless authorised to do so by PPSB;
- (j) takes any animal on board of the Ferry and/or within the Ferry Terminal Premise except poultry which have been properly kept in baskets and/or carriages;
- (k) smoking within the Ferry Terminal Premise and/or on board of the Ferry;
- (l) be drunk or guilty of any riotous, disorderly or indecent conduct or use any abusive or indecent language or beg or ask for alms within the Ferry Terminal Premise and/or on board of the Ferry;
- (m) spits upon the deck or upon any other part on board of the Ferry and/or within the Ferry Terminal Premise;
- (n) commits any nuisance in or on any part on board of the Ferry and/or within the Ferry Terminal Premise;
- (o) plays any sound or instrument, sing or dance or address or attempt to address a gathering of persons within the Ferry Terminal Premise and/or on board of the Ferry without PPSB's permission;
- (p) uses any Ferry for the purpose of book-making or betting or wagering, obtaining or receiving or settling bets with any other person;
- (q) plays for money or monies worth any game or pretended game of chance or skill in or upon on board of the Ferry and/or within the Ferry Terminal Premise;
- (r) upon finding any object or thing which has been lost or mislaid but fails to hand over or report the same to PPSB;
- (s) obstructs or damages any part of the machinery or gear of the Ferry; and/or
- (t) refuses to give correct name and address to PPSB if required to do so in connection with any of the above.

- 7.3 PPSB may take necessary action to prevent the continuation of any conduct as set out in Clause 7.2 above including but not limited to restraining the said person from entering the Ferry Terminal Premise and/or using the Ferry Services, and diverting the Ferry for the purpose of offloading the said person. The person shall then be liable for all damages, costs and expenses which may be suffered and incurred by any manner whatsoever by any person.

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SCHEDULE A

(which shall be taken, read and construed as an integral part of this Ferry Services BTC)

Ferry Services Charge

1. Scale of Rates of Ferry Service Between Butterworth And Penang Island (which can be downloaded from PPSB's website, www.penangport.com.my).
2. Any other rates that may be imposed by PPSB and/or any Appropriate Authority from time to time.

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