





# PSA CORPORATION LIMITED

## PSA GENERAL LICENCE CONDITIONS

JUL2021

### 1 DEFINITION AND INTERPRETATION

1.1 Unless the context otherwise requires:

"Application" means an application for a PSA Licence and which these terms and conditions refer to.  
"Licence Conditions" means the PSA General Licence Conditions and the PSA Specific Licence Conditions including all terms and conditions expressly or impliedly incorporated therein and any amendments, variations or additions thereof as may be made by PSA at any time and from time to time.

"Licensee" means the person to whom a PSA Licence is issued.

"Operations" means the services, works, business and/or any activities which the Licensee is permitted to supply, provide, perform or carry out under a PSA Licence.

"Operational Areas" means any place within the Restricted Areas where the conveyance, loading, unloading, handling or storage of goods or any other operations or works take place including wharves, wharf aprons, container freight stations, transit and backup warehouses, alleyways, eaves of container freight stations, roadways, hardstandings, container yards, chassis yards, interchange areas, any place on board vessels and any other place deemed as such by PSA.

"Passholder" means a person duly authorized by PSA to enter Restricted Areas.

"PSA" means PSA Corporation Limited.

"PSA Licence" means a licence issued by PSA pursuant to an Application and any amendment, renewal or reprint thereof.

"PSA Pass" means the PSA Pass as defined under the PSA Pass Conditions and for the purposes hereof, reference to a PSA Pass includes reference to any vehicle permit or any other security pass or permit necessary for entry to and exit from Restricted Areas.

"Restricted Areas" means PSA's premises which are designated as protected places pursuant to the Infrastructure Protection Act (IPA 2017) and/or free trade zones pursuant to the Free Trade Zone Act (CAP 114) and any other PSA's premises as may be determined by PSA from time to time which access requires the production of PSA Pass and/or any other documents as required by PSA from time to time.

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 a sole proprietor, partnership, company or other form of business or organization.

1.5 Reference to a person's employee shall be deemed to include reference to such person's servant, agent, contractor, subcontractor, representative and any person over whom the first-mentioned person exercises real or ostensible authority.

1.6 References to a clause are for reference only and shall not be taken into consideration in the interpretation of the Licence Conditions.

1.7 References to any statute include any statutory extension or modification, amendment or re-enactment of such statute and any regulations, notifications or orders made under such statute.

### 2 LICENSEE'S CONTRACT

2.1 The Licence Conditions shall not prejudice the obligations and responsibilities under any contract entered or may be entered between the Licensee and PSA in respect of the Operations and the Licensee shall at all times fully comply with the provisions of such contract/s. In event of any contradiction or inconsistency between such contract/s and the Licence Conditions, the Licensee shall consult PSA as to its obligations and responsibilities and comply with PSA's instructions in respect thereof.

2.2 If the Licensee has or may have any contract with a person other than PSA in respect of the Operations ("Non-PSA Contract"), the Licensee shall fully comply with the Licence Conditions notwithstanding any provision in the Non-PSA Contract and indemnify PSA against all losses, damages, costs and expenses suffered or may be suffered by PSA and all demands, claims, actions and proceedings brought or may be brought against PSA in connection with the Licensee's compliance or otherwise of the Non-PSA Contract.

### 3 APPLICATION AMENDMENT RENEWAL AND REPRINT

3.1 To apply for a PSA Licence, the applicant shall submit to the PSA Pass Centre the following: -

- (a) duly completed application form;
- (b) applicant's up-to-date company or business particulars including an original copy of the applicant's latest instant information service printout issued by the Accounting & Corporate Regulatory Authority;
- (c) performance bond/bank guarantee if applicable;
- (d) relevant fees; and
- (e) any other documents required by PSA.

3.2 PSA may in its discretion require the applicant to amend to PSA's satisfaction any particulars submitted in the application form.

3.3 The applicant shall at its expense procure any written approval required from the relevant terminal and any other permits, approvals and licences required at law or by PSA and submit the same to the PSA Pass Centre upon Application.

3.4 To renew or reprint a PSA Licence, the Licensee shall write to the PSA Pass Centre and submit the relevant fees and any documents required by PSA.

3.5 The applicant/Licensee undertakes that all information supplied in/for its Application or otherwise provided to PSA shall be current, complete and accurate at all times and the applicant/Licensee shall promptly inform the PSA Pass Centre in writing of any changes or updates to such information and furnish any documents required by PSA for the purposes of amending the Application or PSA Licence as the case may be.

3.6 Without prejudice to clause 3.5, in the event that:

- (a) the Licensee shall alter the nature or scope of its business activities and/or company or business or undergo any change which adversely affects or may adversely affect whether directly or indirectly its ability to carry out the Operations according to the PSA Licence; or
  - (b) the Licensee's contractor permit or contract with PSA or any other person in respect of the Operations (if any) shall be terminated or varied in any way,
- the Licensee shall promptly inform the PSA Pass Centre and PSA reserves the right in its discretion to terminate, revoke or amend the PSA Licence as the case may be.

3.7 PSA may at its discretion and without giving any reason reject any Application or refuse to amend, renew or reprint the PSA Licence without the refund of any fees paid.

### 4 FEES AND OTHER PAYMENTS

4.1 The applicant shall pay to PSA the application fees as described in Appendix A hereto and any other relevant fees for the application, issue, amendment, renewal and reprint of the PSA Licence as may be imposed by PSA in its absolute discretion from time to time.

4.2 PSA reserves the right to levy other fees or charges for any service provided or action taken by PSA in respect of the PSA Licence.

4.3 All fees and charges payable are subject to changes which may be made by PSA at its absolute discretion at any time and from time to time without notice and without giving any reason.

4.4 Goods and Services Tax on all fees and charges shall be payable by the applicant/ Licensee.

4.5 Where PSA is entitled under the PSA Licence to recover any sum or damages from the Licensee, such sum may be deducted, retained or set off without interest from any sum then or subsequently due from PSA to the Licensee under the PSA Licence or any other contract between PSA and the Licensee or its related company, or deducted from any security (or any part thereof) provided by the Licensee to PSA, or may be recovered from PSA as a debt, as PSA may choose, without prejudice to any claims or rights which PSA may have against the Licensee and without relieving the Licensee from its obligations and liabilities under the PSA Licence or any other contract between the Licensee and PSA or its related company, as the case may be.

### 5 USE OF PSA LICENCE AND LICENSEE'S UNDERTAKINGS

5.1 The PSA Licence shall be valid from the date of issue to the date of expiry indicated on the PSA Licence unless earlier terminated or revoked by PSA in which event the PSA Licence shall cease to be valid from the date of such termination or revocation, as the case may be.

5.2 The Licensee undertakes that it shall at all times during the period of validity of the PSA Licence be duly incorporated, duly organised and validly existing under the laws of its jurisdiction and have full power to conduct its business and carry out the Operations.

5.3 The PSA Licence and the Licensee's rights granted thereunder are non-exclusive, non-transferable and non-assignable. Nothing herein nor in the PSA Licence is intended nor shall be construed as granting to the Licensee any interest in or within the Restricted Areas greater than a mere licence to carry out the Operations.

5.4 Only the Licensee may use the PSA Licence and only for the specific purpose of performing Operations within the Restricted Areas in accordance with the Licence Conditions and the Licensee shall accept full responsibility for the use or purported use of the PSA Licence in whatsoever manner effected with or without the Licensee's knowledge or authority and whether or not in error as if the PSA Licence had been used by the Licensee personally.

5.5 Notwithstanding the issue of the PSA Licence, the Licensee shall at its expense procure the PSA Pass and any other permits, approvals, certificates and licences required at law or by PSA to fully carry out the Operations. The Licensee shall comply with all the terms and conditions thereof and indemnify PSA for any loss or damage suffered by PSA in event of the Licensee or any of its employees' failure to so comply with this clause.

5.6 As and when required by PSA, the Licensee shall provide to PSA's satisfaction the PSA Licence, any report, certificate, permit, licence, result, letter, list, plan, document or other thing which the Licensee is required to procure under the Licence Conditions or otherwise upon PSA's demand.

5.7 The Licensee shall not solicit any business, trade or employment or enter into any agreement with any person for the hiring of its services within the Restricted Areas.

### 6 SAFETY AND SECURITY

6.1 The Licensee shall strictly comply with all statutes legislations laws rules and regulations relating to the safety, health and welfare of the Licensee and its employees and the Operations performed or about to be performed by them including without limitation the Workplace Safety and Health Act (CAP 354A) ("WSHA") and all regulations circulars notices and directions issued pursuant thereto and any other terms and conditions relating to health, environment, safety and security which may be implemented by PSA at any time and from time to time.

6.2 Without prejudice to clause 6.1, where the Licensee assesses any ambiguity in its role and responsibility in the compliance with any laws, rules or regulations relating to the safety, health and welfare of its employees, the Licensee shall consult PSA and PSA shall decide in good faith the Licensee's role or responsibility.

6.3 If PSA shall request any assistance or co-operation in any form from the Licensee for matters relating to PSA's compliance with any applicable laws and regulations, including without limitation, the WSHA and its regulations, the Licensee shall render such assistance and co-operation fully and expeditiously.

6.4 Without prejudice to the generality of the foregoing, the Licensee shall:

- (a) adhere to all guidelines, Codes of Practice (CP) and Singapore Standards (SS) issued from time to time insofar as they are applicable to the Operations;
- (b) insofar as applicable to the Operations, conduct risk assessment so as to identify safety and health hazards associated with the Operations, assessing the level of risks involved, prioritizing measures and developing safe work procedures for Operations to control the hazards and reduce the risks, and submit the results of such risk assessment to PSA to PSA's satisfaction; and
- (c) if the Licensee shall receive notice of any unsafe practice, the Licensee must cease work and rectify the situation to its satisfaction at its own cost.

6.5 The Licensee shall be fully responsible for the safety and security of and all activities carried out by its employees and the Licensee shall not permit its employees to do anything not in accordance with the generally accepted principles of sound and safe practice.

6.6 The Licensee shall ensure a safe working environment at all times and ensure that the necessary and proper safety precautions are taken by its employees.

6.7 If so required by law or PSA, the Licensee shall, for the whole or any part of the term of the PSA Licence, register or cause to be registered at its expense and in its name any part or whole of the Operational Area(s) where the Operations are or will be performed, as a factory in accordance with the Workplace Safety and Health (Registration of Factories) Regulations and duly comply with all requirements under the WSHA in relation thereto.

6.8 The Licensee shall forthwith report to PSA and the relevant governmental bodies or authorities any accident in the Restricted Areas whether or not such accident involves personal injury and the Licensee shall and shall procure its employees to assist in all investigations pursuant to such accident.

6.9 If PSA is of the view that the Licensee has contravened any of the provisions under this clause 6 or has failed to execute Operations satisfactorily in any way, PSA may in its discretion stop the Licensee from executing any further Operations until proper and acceptable measures are taken to the satisfaction of PSA and any delay resulting from such event and any related costs and consequences shall be for the account of the Licensee.

### 7 WORKERS

7.1 The Licensee shall fully and strictly comply with all statutes legislations laws rules and regulations relating to the employment of any workers including but not limited to the Employment Act (CAP 91), Employment of Foreign Manpower Act (CAP 91A) and all regulations circulars notices and directions issued pursuant thereto, and any other terms and conditions relating to the supply of workers which may be implemented by PSA at any time and from time to time.

7.2 Without prejudice to the generality of foregoing, the Licensee shall:

- (a) prior to the commencement of any Operations, at its expense obtain from the relevant competent authorities accredited agencies and PSA the requisite certifications, approvals, licences and permits (including, where applicable, the ITE Skills Certificate); and
- (b) ensure at all times that:
  - (i) workers supplied are at least 18 years of age but below 62 years of age (save for such exceptions at law or otherwise stipulated by PSA and subject to any conditions as PSA may impose), medically and physically fit, duly trained and qualified and equipped with the relevant skills pursuant to all requirements laid down at law and by PSA;
  - (ii) temporary workers supplied have valid work chits for entry and exit to and from Restricted Areas;
  - (iii) no foreign worker is employed for or otherwise engages in any occupation, work or activity which differs or varies in any way from that specified under his work permit;
  - (iv) there is an adequate supply of workers and supervisory staff;
  - (v) every worker reports for Operations punctually, is properly attired and available to carry out Operations and renders a competent and satisfactory standard of performance;
  - (vi) every worker is equipped with and uses/operates the necessary and appropriate equipment, gear and vehicles for the purposes of the Operations; and
  - (vii) every worker is provided with safe and adequate transport to and from Operational Areas.

7.3 PSA may require the Licensee's workers to undergo or attend any relevant training and/or briefing sessions before or during the course of Operations and the costs of such training shall be borne by the Licensee. All training must be completed within the time stipulated by PSA.

7.4 The Licensee shall notify PSA forthwith if at any time any Licensee's employee is carrying out activities or operations not permitted under the PSA Licence.

7.5 PSA reserves the right in its discretion to reject any worker supplied by the Licensee or refuse any worker entry into the Restricted Areas without assigning any reason whatsoever.

### 8 SUPPLY OF EQUIPMENT GEAR AND VEHICLES

8.1 For purposes of the provisions herein,

(a) equipment shall include any system, machine, appliance, apparatus, mechanism, structure or any article or thing used or to be used in connection with Operations, including but not limited to mobile equipment such as forklifts and mobile cranes and includes all ancillary hardware and accessories necessary for their operation and use;

(b) gear shall include any tool, device, fitting or any article or thing used or to be used in connection with Operations including but not limited to lifting gear such as hooks, shackles and thimbles and lashing gear such as stacking cones, twistlocks, lashing rods and bars; and

(c) vehicles shall include all vehicles as defined under the Road Traffic Act (CAP 276).

8.2 The Licensee shall at its own cost:

- (a) procure from the relevant competent authorities accredited agencies and PSA the requisite certifications,

- approvals, licences and permits for the supply of any vehicles, equipment and gear; and
- (b) fully comply with all statutes legislations laws rules regulations guidelines standards codes of practice and all rules and procedures as may be prescribed by PSA in connection with such supply.
- 8.3 Without prejudice to the generality of the foregoing, the Licensee shall ensure that every vehicle, equipment and gear supplied is at all times: -
- (a) tested by certified engineers;
- (b) built from sound and suitable materials, made of good design and construction, free from defects, installed with safety features in accordance with proper standards and appropriately endowed and suitable for Operations;
- (c) where applicable, marked with the safe working load ("SWL") and bear its owner's or company's distinct identification mark/s or colour code;
- (d) in good working condition and safe for use;
- (e) properly insured as required at law or by PSA; and
- (f) supplied in accordance with licensing requirements prescribed by PSA,
- and PSA reserves the right in its discretion to reject any vehicle, equipment or gear supplied by the Licensee not compliant therewith or otherwise deemed by PSA to be unsatisfactory in any way.
- 8.4 All vehicles, equipment and gear shall be examined and tested at intervals by the relevant competent persons according to statutory requirements or where required by PSA and every examination and test report and certificate shall be signed by the relevant competent persons.
- 8.5 If any vehicle, equipment or gear supplied by the Licensee is or becomes defective, the Licensee shall promptly report to PSA and promptly make non-defective and functional replacements thereof.

## 9 OPERATIONS

- 9.1 The Licensee shall be directly responsible for all activities and operations carried out or may be carried out by its employees in Restricted Areas and for all areas where Operations are or may be carried out and the Licensee shall not and ensure that its employees shall NOT at any time:
- (a) carry out Operations or other activities at any area other than those duly authorized by PSA for such purposes;
- (b) access any part of the Restricted Areas which do not constitute part of the Operations;
- (c) use any route to access Operational Areas other than those approved by PSA.
- 9.2 The Licensee shall fully acquaint itself with the nature, extent and practicability of the Operations and Operational Areas including any problems of transportation and operation of any equipment required.
- 9.3 The Licensee shall ensure that all Operations are supervised by a competent supervisor.
- 9.4 All Operations shall be carried out with minimum interference to traffic flow and other operations at or around the Operational Areas and PSA reserves the right to amend the scope and programme of the Operations so as to cause minimum interference at surrounding areas. Any standby time and expenses incurred thereby shall be borne by the Licensee.
- 9.5 Where Operations are to be carried out on board a vessel, the Licensee shall obtain the requisite approval from the master, owner or agent of such vessel and comply and ensure that its employees comply with the relevant safety and security requirements onboard.
- 9.6 The Licensee shall and shall ensure that its employees shall comply with all safety and operational requirements set out and prescribed by PSA from time to time including without limitation the following:
- (a) all employees shall be familiar with the layout, designated routes and road signage of the Restricted Areas especially the Operational Areas and comply with the PSA safety and traffic rules;
- (b) before carrying out any hot work or operations on board vessels, valid contractor permits shall be procured and accordingly extended if the Operations cannot be completed within the stipulated time;
- (c) save for the purposes of carrying out Operations, no employee or vehicle shall access any Operational Area particularly wharf areas and container yards;
- (d) Operations shall not be carried out below quay cranes, along the path of any suspended load or near any unguarded hatch deck opening;
- (e) padding material shall be used and checked to prevent the chaffing or grating of slings;
- (f) cargo shall be handled with due care and attention and hooks shall not be applied directly to cargo if damage will thereby be caused;
- (g) cargo shall be properly sorted out before being stored in transit sheds, backup sheds, godowns or other approved storage areas;
- (h) a passageway of about 1 metre wide on deck from the hatch closing or fencing shall be provided;
- (i) the minimum height of a permanent or temporary fence or guard shall be 0.8 metres and 1 metre respectively;
- (j) when Operations are not in progress, all hatch or deck openings shall be closed and when opened, adequately guarded or fenced;
- (k) all removed hatch covers, beams, boards, pontoons and tarpaulins shall be properly stacked and safely secured;
- (l) when aerial platforms are in operation, sufficient barricades shall be put up;
- (m) trailers and chassis shall be installed with vertical guards to prevent the toppling of loads;
- (n) stacking shall be confined within such areas as instructed by PSA;
- (o) when low-bed trailers are in operation, attachment and ramp shall be provided; and
- (p) all working platforms including scaffolds, hanging scaffolds and mobile tower scaffolds shall be erected and dismantled by duly certified workers in accordance with the relevant laws and proper practices.
- 9.7 The Licensee shall keep the Operational Areas clean and tidy at all times and remove all materials, debris, and wastes upon completion of the Operations.
- 9.8 Without prejudice to any provision herein, PSA reserves the right at any time and in its discretion to vary the programme, scope, time and/or mode of the Operations to take into account safety considerations or terminal constraints or for any other reason and to issue any instructions, directions and explanations in respect of the Operations and the Licensee shall comply with all such variations, instructions, directions and explanations at its expense.
- 9.9 As and when PSA revises any safety and operational requirements, the Licensee shall and shall ensure that its employees fully comply therewith.

## 10 USE OF EQUIPMENT GEAR AND VEHICLES

- 10.1 Only equipment gear and vehicles supplied in compliance with the applicable provisions under clause 8 shall be operated/used and then for the purpose of carrying out the Operations only.
- 10.2 The Licensee shall remain at all times responsible for all equipment gear and vehicles under its ownership care custody and/or control whether or not actually used by its employees.
- 10.3 The entry, operation and use of any additional equipment gear and vehicles in the Restricted Areas shall at all times be subject to PSA's approval and PSA shall be entitled to charge the Licensee such sum from time to time for the same.
- 10.4 The Licensee shall ensure that prior to and during the Operations, every operator and driver of any equipment gear and vehicle shall procure the requisite certifications, licences, approvals and permits where required at law or by PSA and undergo and satisfactorily pass the necessary training and tests prescribed by PSA. Only operators and drivers who are registered with PSA shall be authorized to operate or drive equipment gear and vehicles.
- 10.5 Notwithstanding any provision herein, PSA reserves the right in its discretion to disqualify or otherwise prohibit any operator or driver from operating or driving any equipment gear and vehicle within the restricted Areas and if so demanded by PSA, the Licensee shall not employ or engage such operator or driver for any purpose in connection with the Operations.
- 10.6 The Licensee shall and shall ensure that its employees shall at all times comply with safe and proper working procedures including but not limited to the following:
- (a) The handling, use and operation of equipment gear and vehicles shall be safe, proper and competently supervised and shall not obstruct hinder or impede in any way the movement of other users or the execution of any other operations or works in the Restricted Areas;
- (b) Equipment, gear and vehicles shall not be overloaded, misused or used in any manner or for any purpose for which such equipment gear and vehicles are not intended;
- (c) Equipment, gear and vehicles shall not be illegally or improperly modified or altered in any way;
- (d) Equipment gear and vehicles shall not be left unattended at any time and if not in operation or use, shall immediately be removed from Operational Areas (in particular the wharfside) and kept within designated storage areas unless otherwise instructed by PSA. In particular, engines of mobile equipment and vehicles shall be properly switched off and ignition keys removed when not in use;

- (e) All equipment gear and vehicles shall be stored and parked in a safe and proper manner in compliance with law and as stipulated by PSA;
- (f) Dangerous parts of any equipment gear and vehicles especially cranes, lifting appliances and power-driven equipment shall be effectively guarded unless positioned or constructed as to pose no risk or danger whatsoever; and
- (g) Effective measures shall be put in place to promptly cut off power to any equipment gear or vehicles in event of emergency.

## 11 STATUTORY COMPLIANCE

The Licensee shall at its expense fully comply and ensure that all its employees fully comply with all laws, rules, regulations, orders, notices, enactments, directions and any relevant codes of practice, guidelines, practice circulars and standards in force issued or laid down by the relevant ministries, government agencies, authorities including the Ministry of Manpower, Maritime and Port Authority of Singapore, Land Transport Authority, National Environment Agency, Health Sciences Authority, Singapore Civil Defence Board and any other duly constituted and accredited bodies associations and organizations.

## 12 LIABILITY AND INDEMNITY

- 12.1 Notwithstanding that PSA may from time to time exercise supervision or oversight of the Operations, the Licensee carries out Operations entirely at its own risk and shall be solely and fully responsible for all liability and any loss or damage to any property or death or injury of any person arising directly or indirectly out of any act, default, omission or negligence on the part of any person (including the Licensee, its employees, PSA or its employees) and the Licensee shall indemnify and fully absolve PSA and its employees from and against all penalties, costs, expenses, claims, demands and proceedings which may be made against PSA or which PSA may incur by reason of or for anything in any way connected with the PSA Licence.
- 12.2 Without prejudice to the generality of clause 12.1, PSA shall not be liable in any way:
- (a) for any inconvenience, loss or damage of any nature suffered by the Licensee due to or arising from the PSA Licence not being honoured or amended, terminated or revoked for any reason whatsoever; and
- (b) if PSA is unable to perform any of its obligations under the Licence Conditions due directly or indirectly to any industrial dispute, war, Act of God or anything outside the control of PSA or its employees.
- 12.3 If the Licensee has a Non-PSA Contract, the conduct of any demand, claim, action and proceeding or any matter in respect of such contract shall be resolved between the Licensee and other party or parties to such contract and the Licensee shall fully indemnify and keep indemnified PSA against all losses, damages, costs and expenses suffered or may be suffered by PSA and demands, claims, actions and proceedings brought or may be brought against PSA in connection therewith.
- 12.4 Without prejudice to any of the Licensee's responsibilities and obligations herein, the Licensee shall take out and maintain any insurance policies for the Operations stipulated by PSA for such duration and on such terms as PSA deems necessary.

## 13 TERMINATION AND REVOCATION

- 13.1 Notwithstanding any provision herein, PSA may terminate or revoke the PSA Licence at its sole discretion without providing any notice or assigning any reason whatsoever.
- 13.2 The PSA Licence may be terminated or revoked with immediate effect by PSA upon the occurrence of the following events:
- (a) where PSA is of the view that the Licensee has breached or may have breached any term of the Licence Conditions and/or any other terms and conditions as may be implemented by PSA at any time and from time to time;
- (b) where the Licensee's contract with PSA or any other person for the Operations or contractor permit has expired or been terminated or revoked by PSA;
- (c) where PSA is of the opinion that the Licensee's performance of the Operations is or has not been satisfactory;
- (d) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, administration, dissolution or bankruptcy of the Licensee or for the appointment of a liquidator, receiver, administrative receiver, administrator, trustee or similar officer of the Licensee or of all or any part of its business or assets, or if the Licensee ceases to carry on a business or if the Licensee stops or suspends payments to its creditors generally or is unable or admits its inability to pay its debts as they fall due or seeks to enter into any composition or other arrangement with its creditors or is declared or becomes bankrupt or insolvent; if a creditor takes possession of all or any part of the business or assets of the Licensee or any execution or other legal process is enforced against the business or any substantial asset of the Licensee; or if anything analogous or having a substantially similar effect to any of the events specified in this paragraph happens under the law of any applicable jurisdiction; or
- (e) the Licensee has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for showing or forbearing to show favour or disfavour to any person in relation to the PSA Licence or any other contract with PSA or if any of the like acts shall have been done by the Licensee's employee (whether with or without the knowledge of the Licensee), or if in relation to the PSA Licence or any other contract with PSA the Licensee or the Licensee's employee shall have committed any offence under the Penal Code or Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the said Code or Act, and PSA shall be the sole arbiter whether or not any such acts have been committed.
- 13.3 Upon the expiry termination or revocation of the PSA Licence, the Licensee shall forthwith surrender to PSA the PSA Licence, cease all Operations and duly remove all equipment gear and vehicles and any other items belonging to the Licensee from the Restricted Areas. Any of the same not so removed within 7 days of the said expiry termination or revocation as the case may be may be disposed of by PSA in any manner deemed fit by PSA at its discretion at the cost of the Licensee without liability to any person for conversion or for any loss or damage occasioned by such removal or storage and the Licensee shall indemnify PSA against any liability incurred by PSA to any person whose property shall have been so disposed of.
- 13.4 The expiry termination or revocation of the PSA Licence:
- (a) shall be without prejudice to any antecedent rights accrued by PSA in respect of any breaches of the Licensee or otherwise up to such expiry termination or revocation, as the case may be; and
- (b) shall not relieve the Licensee of any liability as Passholder or sponsor of any PSA Pass nor release the Licensee from any of its obligations thereunder until such PSA Pass is cancelled or deactivated and even then shall be without prejudice to any antecedent rights accrued by PSA in respect thereof.

## 14 GENERAL

- 14.1 The Licensee and the Licensee's employees are deemed to have read and understood the Licence Conditions and agreed to abide therewith.
- 14.2 PSA may at any time and from time to time add, amend or otherwise vary the Licence Conditions and such additions, amendments and variations shall be deemed incorporated into the Licence Conditions.
- 14.3 If any provision of the Licence Conditions or any part thereof is declared to be void, invalid, illegal or otherwise unenforceable under any applicable law, such provision or part thereof shall be severed and the remaining provisions or the remaining parts of the provision shall remain in full force and effect.
- 14.4 The rights and remedies of PSA under the Licence Conditions are cumulative and not exclusive of other rights and remedies available to PSA at law.
- 14.5 No forbearance or failure or delay by PSA in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on the part of PSA and no waiver by PSA of any breach of the Licence Conditions on the part of the Licensee is to be deemed as waiver of any subsequent breach of the same or any other provision of the Licence Conditions.
- 14.6 The Licence Conditions are governed by Singapore law. The Licensee submits irrevocably to the non exclusive jurisdiction of the court of Singapore.

# PSA SPECIFIC LICENCE CONDITIONS

## MAIN CATEGORY A: PSA'S CUSTOMERS AND SOLUTION PROVIDERS

### 1 GENERAL FOR DORMITORY

- 1.1 The Licensee shall ensure that: -
- (a) emergency response plans including evacuation plans are in place;
  - (b) emergency drills are conducted no less than once every three months to ensure that evacuation plans are current and effective;
  - (c) all occupants are informed of potential and actual fire hazards and comply with fire safety requirements including the Fire Safety Act (CAP 109A);
  - (d) all occupants are adequately informed of electrical and height hazards and comply with the safety requirements;
  - (e) proper waste disposal is carried out;
  - (f) dormitories are kept clean and hygienic and in compliance with proper standards of sanitation to the satisfaction of PSA; and
  - (g) there is no overcrowding in the dormitory such as to pose any safety and health risks to the occupants.

## MAIN CATEGORY B: TRANSPORTATION

### 1 OPERATIONS

- 1.1 Tour operators shall not conduct any tours unless such tours (a) have been approved by PSA in writing and (b) are conducted under PSA's supervision, unless otherwise allowed by PSA. Tour operators shall at all times be accompanied by PSA officer(s) in Restricted Areas.

## MAIN CATEGORY C: TRADERS & STEVEDORES

### 1 GENERAL

- 1.1 The applicant shall submit to PSA's satisfaction an irrevocable bank guarantee in such form and for such sum as prescribed by PSA. PSA reserves the right in its discretion to reject any bank guarantee which does not conform to PSA's requirements.
- 1.2 Where applicable, the applicant shall submit to PSA's satisfaction a letter of undertaking in such form as prescribed by PSA for the provision of trained safety liaison officer(s) for each vessel operation.
- 1.3 Without prejudice to any of the Licensee's obligations and liabilities under the Licence Conditions, a Licensee carrying out stevedoring works shall procure and maintain for the duration of the Operations, on terms acceptable to PSA, comprehensive insurance policies against:
- (a) loss claims demands actions proceedings costs and expenses for loss or damage or destruction of containers goods articles or things handled;
  - (b) third party risks with respect to persons equipment and properties; and
  - (c) injuries (fatal or otherwise) to workers carrying out the Operations.
- 1.4 Car Jockeys must have a valid Class 3 driving licence.

### 2 OPERATIONS

- 2.1 The Licensee shall ensure that prior to the commencement of any DG reworking Operations, workers shall be briefed on and fully understand the relevant DG properties, safety precautions and emergency procedures and duly comply therewith during such Operations.
- 2.2 The Licensee shall conduct safety checks and inspections for all vessel and cargo Operations with the aid of checklists where applicable, such checklists to include remedial actions taken by the Licensee and made available to PSA upon request. Any hazards observed during such checks and inspections shall be promptly removed or otherwise rectified forthwith.
- 2.3 For all stevedoring Operations,
- 2.3.1 A safety liaison officer shall be appointed for every shift whose duties shall without limitation include: -
- (a) carrying out checks and inspections to ensure that all safety requirements and work practices are fully complied with;
  - (b) reporting any non-compliance of safety requirements and work practices to PSA immediately and ensuring the prompt rectification thereof; and
  - (c) at least 2 hours prior to the commencement of each shift, submitting to the Ship Security Officer (SSO) (or the relevant terminal control room), a labour attendance list (gang list) comprising the name, NRIC/FIN number, PSA Pass number and respective deployment of every car jockey and worker performing stevedoring operations.
- 2.3.2 The Licensee shall ensure that all berthing and unberthing operations and hauling and shifting of vessels shall be supervised by trained berthing and unberthing supervisors. For every such operation, the Licensee shall provide adequate berthing flags, flashing lamps, radio sets and life buoys secured with life lines.
- 2.3.3 The Licensee shall appoint a traffic warden to direct all vehicular movement to and from vessels and the storage yard and ensure that its workers comply with all directions issued by the traffic warden.
- 2.3.4 The Licensee shall be directly responsible for and closely supervise all Operations carried out by its workers at the berth and wharf apron within the LOA of the vessel (length of a vessel measured from the extreme point forward of the vessel to the extreme aft).
- 2.3.5 Vessel Operations shall not commence unless the vessel is safely secured alongside the wharf and gangways are safely in place.
- 2.3.6 Workers engaged in loading and discharging Operations shall perform such related stevedoring works as may be required including the opening and closing of hatch covers, rigging, godown work and the clearing and cleaning of wharf aprons, godowns and all other Operational Areas after completion of Operations.
- 2.3.7 The Licensee shall ensure safe and appropriate means of access for workers carrying out lashing and unlashings works for uncontainerised cargo stowed on vessels.
- 2.4 For Operations carried out at height or in confined space, the Licensee shall:
- 2.5 comply with all relevant laws, regulations, rules, practices and guidelines in force including the Workplace Safety and Health (Shipbuilding and Ship-repairing) Regulations 2008 especially the procedures implemented under the permit-to-work system and any other instructions issued by the relevant competent persons in relation thereto;
- 2.6 ensure that all lock-out and tag-out procedures are strictly adhered to; and
- 2.7 ensure that the Licensee's workers are equipped with proper and suitable emergency rescue equipment.

## MAIN CATEGORY D: SHIP SUPPLIERS & SERVICE PROVIDERS

### 1 GENERAL

- 1.1 Without prejudice to any of the Licensee's obligations and liabilities under the Licence Conditions, the Licensee shall maintain, for the purposes of and for the duration of the Operations, on terms acceptable to PSA, comprehensive insurance policies against:
- (a) loss claims demands actions proceedings costs and expenses for loss or damage or destruction of containers goods articles or things handled;
  - (b) third party risks with respect to persons equipment and properties; and
  - (c) injuries (fatal or otherwise) to workers carrying out the Operations.
- 1.2 PSA Licence applicant shall first procure the relevant valid contractor permits and produce to PSA the results of risk assessment for its Operations according to all requirements at law.

### 2 SUPPLY OF MOBILE CRANES

- 2.1 Every mobile crane supplied:
- (a) shall be duly examined, registered and inspected for use;
  - (b) shall be adequately insured as required at law or by PSA;
  - (c) shall be equipped with a fire extinguisher in the crane's cabin;
  - (d) shall be fitted with a load chart and load indicator which shall be visible to the crane operator

at all times. Where a fly jib is certified for use with the crane, the load indicator shall be clearly marked and understood by the crane operator; and

(e) shall, if equipped with a telescopic boom, be fitted with automatic safe load indicators (SLI) and a cut-off device to cease crane operations when the SWL is exceeded (for cranes with single section booms). A test button shall be provided for the operator to check if the SLI and cut-off device are functioning properly.

### 3 OPERATIONS

- 3.1 Only trained riggers, signalmen and crane operators shall carry out crane Operations.
- 3.2 All crane Operations shall be carried out in accordance with the relevant laws, regulations, rules, practices and guidelines in force including the Factories (Operation of Cranes) Regulations and SS536:2008 Code of Practice and any other rules, guidelines and instructions stipulated or issued by PSA from time to time including, without limitation, the following:
- (a) every mobile crane must be registered with PSA.
  - (b) the LM certificate and name of the lifting supervisor for every mobile crane shall be produced at the relevant terminal gate before such mobile crane enters Restricted Areas.
  - (c) every mobile crane operator shall:
    - i) be familiar with the crane load chart;
    - ii) ensure that the fly jib is duly tested and certified for use before operating the mobile crane;
    - iii) ensure that crane outriggers are fully and properly extended during lifting operations;
    - iv) provide sufficient clearance when lifting, slewing or lowering a load;
    - v) check the weight of every load before lifting;
    - vi) not drag any load with the crane;
    - vii) use guide ropes when handling containers, heavylifts and long length cargo;
    - viii) position the crane to ensure that loads are within the operating radius and lifting capacity of the crane; and
    - ix) not increase the lifting capacity of the crane beyond its safe working load by adding any improvised counter-weight.
  - (d) All mobile cranes shall be parked at designated crane parking areas only. Before being moved or when parked, the crane's main jib shall be lowered and rested on the support provided and the fly jib or telescopic jib dismantled or retracted as the case may be.
  - (e) Signalmen and riggers shall be attired differently and distinctively. Signalmen shall wear red helmets and riggers shall wear orange helmets and safety vests (applicable to the PSA Multi-purpose Terminal).
- 3.3 For Operations carried out at height or in confined space, the Licensee shall:
- (a) comply with all relevant laws, regulations, rules, practices and guidelines in force including the Workplace Safety and Health (Shipbuilding and Ship-repairing) Regulations 2008 especially the procedures implemented under the permit-to-work system and any other instructions issued by the relevant competent persons in relation thereto;
  - (b) ensure that all lock-out and tag-out procedures are strictly adhered to; and
  - (c) ensure that the Licensee's workers are equipped with proper and suitable emergency rescue equipment.

### 4 FUMIGATION/PEST CONTROL OPERATIONS

- 4.1 Licensees shall comply with the Hydrogen Cyanide (Fumigation) Act (Cap 132) and all regulations promulgated thereunder in particular the Hydrogen Cyanide (Fumigation) Regulations (for purposes of this clause, "Regulations") and any other rules, guidelines and instructions stipulated or issued by PSA from time to time.
- 4.2 The Licensee shall be a licensed fumigation company listed by the National Environment Agency and every worker carrying out fumigation Operations must possess a GCE 'O' level certificate (or acceptable equivalent), a certificate of medical fitness, a valid first aid certificate, have undergone a continuous 18-month period of apprenticeship with an established fumigation company, passed the oral and written examination conducted jointly by the National Environment Agency and the Health Sciences Authority, and satisfy any other requirement to be a licensed fumigator.
- 4.3 The Licensee shall have procured the fumigation licence and fumigation permit issued by the National Environment Agency.
- 4.4 Without prejudice to clause 4.1, the Licensee and its employees shall ensure that:
- 4.4.1 24 hours prior to commencement of fumigation, the Licensee has submitted the notice of intention to fumigate (Form E of the Regulations) to the relevant terminal and persons; prior to fumigation,
- (a) the fumigation area has been personally inspected to ascertain that such area has been vacated;
  - (b) all fire and naked lights in the fumigation area have been extinguished;
  - (c) all liquids and foods which are liable to absorb the fumigant have been removed;
  - (d) steps have been taken to seal all openings, cracks or crevices to prevent the escape of the fumigant from the fumigation area;
- 4.4.3 on commencement of fumigation,
- (a) all means of access to the fumigation area are secured and any container doors are firmly latched;
  - (b) a warning notice in 4 official languages stipulating "DANGER: POISON GAS : DO NOT ENTER" is put up;
  - (c) the fumigation area is properly barricaded;
- 4.4.4 fumigation is carried out between 7am and 4pm only and not on Sundays and public holidays and even so within the time specified in the Fumigation Permit (Form F of the Regulations) only;
- 4.4.5 on completion of fumigation:-
- (a) no person shall be permitted to enter the fumigation area until the Licensee has issued the Declaration of Safety Following Fumigation (Form G of the Regulations) to the relevant section of PSA and any other relevant persons; and
  - (b) all materials and residue used during fumigation have been removed immediately by the fumigation operator after completion of the Operations.

### 5 OTHER OPERATIONS

- 5.1 Harbour craft operators shall only berth with PSA's approval and shall ensure that all persons on board the harbour craft shall remain on board at all times unless otherwise permitted by PSA in writing.
- 5.2 Ship checkers shall without limitation:
- (a) ensure that all persons involved in cargo Operations have been adequately informed of all relevant matters prior to commencement of cargo Operations;
  - (b) ensure that stevedores engaged for cargo Operations are valid Licensees and a safety liaison officer has been appointed for every shift during cargo Operations;
  - (c) ensure that appropriate and proper equipment and gear are used for all operations and that such equipment and gear are supplied by valid persons under the Licence Conditions;
  - (d) before the commencement of cargo Operations, inform PSA officers, stevedoring supervisors and hatch foremen of the weight of each load and any potential hazards which may arise during cargo Operations;
  - (e) at the commencement of every shift, provide accurate data relating to cargo including the type of packing, cargo balance, cargo type, tonnage, cubic measurement, number of loads and cargo loading and discharging sequence;
  - (f) oversee the entire loading and discharging process on behalf of the relevant shipping lines and act as liaison officers between ship officers, stevedores and PSA;
  - (g) be familiar with proper cargo stowage procedures, cargo loading and discharging sequences and vessel stability and ensure implementation of proper and safe cargo Operations methods;
  - (h) ensure that it is safe to work two groups of workers in the same hatch or on different levels whenever one group of workers is handling long length cargo; and
  - (i) ensure that extra care is taken when dangerous goods, heavy lifts, cargo, equipment and gear which require special attention are handled.

# PSA LICENCE CATEGORIES: FEES (INCLUDES 7% GST)

MAIN CAT: A (PSA's CUSTOMERS AND SOLUTION PROVIDERS)

SUB CAT	DESCRIPTION	ANNUAL FEE (\$)
1	Major Customers 1.1 Shipping Lines with TSA,VTA & JV	0
2	Government Agencies 2.1 Government Ministries & Agencies / Statutory Boards 2.2 Government Ministries & Agencies / Statutory Boards Contractors / Suppliers	0
3	PSA Tenants 3.1 Canteen Operators/ Stall Holders 3.2 Canteen Operators/ Stall holders Contractors/ Suppliers 3.3 SW/KD Tenants 3.4 SW/KD Tenants Contractors / Suppliers	0
4	PSA Solution Providers 4.1 IORD Contractors 4.2 IGH / ITT / IGB 4.3 PSA Contractors / Sub-Contractors 4.4 Dormitories Operators / Contractors / Suppliers 4.5 PSA Corporation Ltd / PSA International PL / PSAU / PSA Marine / POU / SPWU 4.6 PSA Marine Contractors	0

MAIN CAT: B (TRANSPORTATION)

SUB CAT	DESCRIPTION	ANNUAL FEE (\$)
1	1.1 Container Hauliers	12.84
2	Cargo / Passenger Transport Companies 2.1 Cargo Transport Companies 2.2 Passenger Transport Companies (Shuttle Bus / Taxi / Limousine)	12.84

MAIN CAT: C (TRADERS & STEVEDORES)

SUB CAT	DESCRIPTION	ANNUAL FEE (\$)
1	Traders 1.1 Import / Export 1.2 Distributors	128.40
2	2.1 Car Carrier Operations	128.40
3	Stevedoring 3.1 Skilled Workers at SW/PPAT/MPT (Slinging / Unslinging Cargoes Handler; Winchman / Forklift Driver / Signalman) 3.2 Skilled Workers for Cargo Handling Works at Terminal (Onboard / Wharf / Yard) 3.3 Skilled Workers for Warehouse (Tenant's Forklift drivers / Stuffing & Unstuffing workers) 3.4 General Labour Supply	128.40

MAIN CAT: D (SHIP SUPPLIERS & SERVICE PROVIDERS)

SUB CAT	DESCRIPTION	ANNUAL FEE (\$)
1	Ship Suppliers 1.1 Ship Suppliers / Chandlers 1.2 Bunker & Water Suppliers 1.3 Waste Disposal from Vessel	428.00
2	2.1 Ship Agencies / Management Services	428.00
3	3.1 General Services Providers	428.00
4	Ship Repair / Maintenance & Marine Survey 4.1 Engineering Works & Ship Repair onboard vessels & lifeboats 4.2 Marine Survey (Bunker / Container / Cargo / Insurance Adjustors / Loss Adjustors) 4.3 Marine Auditors / Consultants (Safety Auditors & Consultants / Financial Auditors / Associate Trainers)	428.00
5	Equipment Suppliers & Operators 5.1 Cargo Handling Gear Suppliers 5.2 Mobile Cranes & Mobile Crane Operators 5.3 Forklift & Forklift Operators 5.4 Prime Movers/ Trailers & Prime Mover/Trailer Operators 5.5 Equipment/ Equipment Operators	428.00