

PSA VEHICLE PERMIT CONDITIONS

1. Unless the context otherwise requires,
 - 1.1 "Application" means the application form which these terms and conditions refer to.
 - 1.2 "Authorised Vehicle" means a vehicle belonging to the Permit Holder, including a car (either belonging to the Permit Holder or to any of the Permit Holder's employees) and a commercial vehicle, which has been pre-registered with PSA and in respect of which a relevant PSA Vehicle Permit has been issued.
 - 1.3 "Operational Areas" means any place within the Restricted Areas where the conveyance, loading, unloading, handling or storage of goods takes place and include 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.
 - 1.4 "Permit Holder" means the person to whom a PSA Vehicle Permit is issued by PSA and/or the employee of such person who is duly authorised by such person to hold and use that PSA Vehicle Permit.
 - 1.5 "PSA" means PSA Corporation Limited;
 - 1.6 "PSA Vehicle Permit" means "PSA Temporary Car Entry Permit" or "PSA Car Entry Permit (Type D/E/F)" or "PSA Temporary Commercial Vehicle Entry Permit" or "PSA Commercial Vehicle Entry Permit" pursuant to the Application and any replacement or renewal or amendment thereof;
 - 1.7 "Restricted Areas" means PSA's premises which are designated as protected places pursuant to Infrastructure Protection Act (IPA 2017) and/or free trade zones pursuant to the Free Trade Zone Act (Chapter 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.
 - 1.8 Words importing the singular number includes the plural and vice-versa.
 - 1.9 Reference to a person includes reference to a sole proprietor, partnership or company or other form of organisation.
 - 1.10 Where applicable, all matters arising from or in relation to the application, issue, use, cancellation, renewal or replacement, etc. of the PSA Vehicle Permit shall also be governed by the PSA Pass Conditions as if the term "PSA Pass" in such Conditions refers to "PSA Vehicle Permit".
2. The PSA Vehicle Permit is issued pursuant to the Infrastructure Protection Act (IPA 2017) and the Free Trade Zones Act (Chapter 114) and at the absolute discretion of PSA.
3. The Applicant shall not photograph or film any part of the Restricted Areas without a valid PSA Photographer's Pass. The Applicant is also prohibited from posting any photograph and / or video of PSA and / or its related events in any social media platforms and to refrain from commenting and / or responding to any discussions on or about PSA on the internet.
4. Each PSA Vehicle Permit may only be used by the Permit Holder in respect of an Authorised Vehicle and shall not in any way be transferred for use by any other person or in respect of any other vehicle. Its unauthorised possession, use, retention or transfer to another person constitutes a penal offence.
5. Each PSA Vehicle Permit may only be used by the Permit Holder for the entry of one Authorised Vehicle into PSA's Restricted Areas for purpose of carrying out the Permit Holder's official business as approved by PSA.
6. No Authorised Vehicle shall remain in PSA's Restricted Areas longer than necessary for the conduct of any official business as approved by PSA or for any other purpose.
7. Upon seeking entry into PSA's Restricted Areas,
 - 7.1 the PSA Vehicle Permit must be displayed prominently on the left hand side of the front windscreen of the Authorised Vehicle to facilitate inspection;
 - 7.2 the driver and each passenger seeking entry into PSA's Restricted Areas by way of the Authorised Vehicle must hold and produce their respective PSA Passes for inspection.
8. The Permit Holder shall ensure that each of its drivers, upon entering and within PSA's Restricted Areas,
 - 8.1 drives strictly within the designated routes from the In-Gate to the intended destination and, if in doubt, seek guidance from the relevant security officer at the In-Gate;
 - 8.2 observes the 40kmph speed limit at main thoroughfare, 15kmph at bends and all traffic directional signs, maintains a safe distance from and, where proper, gives way to other vehicles on the road;
 - 8.3 does not stop wait or park at or around gantry paths of cranes and shall only park at authorised parking lots designated by PSA in its absolute discretion at any time and from time to time;
 - 8.4 maintains a safe distance from any suspended load at all times;
 - 8.5 where necessary to stop, switches on the "keep left" signal light in advance and also reduce speed, and upon stopping, switches on the hazard lights;
 - 8.6 does not enter or remain in any Operational Areas at or around Tanjong Pagar Terminal, Keppel Terminal, Brani Terminal, Pasir Panjang Terminals and the Multi-Purpose Terminal; and
 - 8.7 to reach to the Out-Gate, drives strictly within the designated routes and, if in doubt, seek guidance from a PSA office.
9. The Permit Holder and all its drivers and passengers using the Authorised Vehicle to access PSA's Restricted Areas shall comply with all rules, regulations and lawful directions given by any authorised officer of PSA or as indicated by any signboard upon entering and/or within PSA's Restricted Areas, including the PSA Pass Conditions, the PSA Safety Rules, the PSA Security Rules as well as any other terms and conditions as may be implemented by PSA at any time and from time to time.
10. The Permit Holder accepts full and absolute responsibility for all transactions made by the use or the purported use of the PSA Vehicle Permit in whatsoever manner effected with or without the Permit Holder's knowledge or authority and whether or not in error, as if the PSA Vehicle Permit had been used by the Permit Holder personally.
11. The PSA Vehicle Permit remains the property of PSA at all times. PSA shall have the right to invalidate or withdraw the PSA Vehicle Permit at any time or refuse to re-issue, replace or renew the PSA Vehicle Permit without any reason being assigned therefore and without any refund of any fees paid. The Permit Holder shall immediately return the PSA Vehicle Permit to PSA at PSA's request at any time.
12. The Permit Holder and all its drivers and passengers using the Authorised Vehicle to access PSA's Restricted Areas enter PSA's premises entirely at their own risks, and the Permit Holder and each of its such drivers and passengers shall absolve PSA, its servants and agents from all liabilities whatsoever in respect of any injury (fatal or otherwise) and any loss or damage to property, including the Authorised Vehicle, howsoever sustained by the Permit Holder and any of its such drivers and/or passengers while in or upon PSA's premises.
13. The Permit Holder shall indemnify and save PSA harmless against all proceedings suits actions claims demands costs expenses whatsoever which may be taken or made against or incurred or become payable by PSA in relation to any injury (whether fatal or otherwise) to any person and loss or damage to property whatsoever caused, whether directly or indirectly, by the act default omission or negligence of any person (including the Permit Holder, any of its drivers or passengers using the Authorised Vehicle to access PSA's Restricted Areas, or PSA Applicant or any of its servants agents or contractors), including any
 - 13.1 use or misuse of the PSA Vehicle Permit; and/or
 - 13.2 breach of any provision of the these Conditions, the PSA Pass Conditions, the PSA Safety Rules, the PSA Security Rules and/or any other terms and conditions as may be implemented by PSA at any time and from time to time on the part of the Permit Holder or any of its drivers or passengers using the Authorised Vehicle to access PSA's Restricted Areas; and/or
 - 13.3 act of enforcement or protection of PSA's rights and remedies against the Permit Holder or any of its drivers or passengers using the Authorised Vehicle to access PSA's Restricted Areas.
14. The PSA Vehicle Permit shall become invalid on the expiry of such Permit held by the Permit Holder or upon the withdrawal of such Permit by PSA or should such Permit become invalid under these Conditions. Until the PSA Vehicle Permit is returned to PSA or until the use of the PSA Vehicle Permit is cancelled or deactivated, whichever is earlier, the Permit Holder shall remain liable in respect of any use or misuse thereof whatsoever.
15. If the PSA Vehicle Permit is no longer required for whatsoever reason, the Permit Holder shall immediately report the same to the PSA Pass Centre. Any use of the PSA Vehicle Permit in contravention of this provision is fraudulent and the Permit Holder shall nevertheless continue to be responsible for all its use, payments and liabilities until such Permit is cancelled or deactivated.
16. The Permit Holder shall exercise all possible care to ensure the safety and safe use of the PSA Vehicle Permit. If the PSA Vehicle Permit is lost, stolen or for any reason liable to misuse, the Permit Holder shall immediately report the same to the PSA Pass Centre. If the PSA Vehicle Permit reported as lost, stolen or liable to misuse is recovered subsequently, it shall not be used but shall be returned immediately to the PSA Pass Centre.
17. Without prejudice to the generality of clause 12, PSA shall not be liable in any way
 - 17.1 for any inconvenience, loss, damage or embarrassment of any nature suffered by the Permit Holder or any of its drivers or passengers using the Authorised Vehicle to access PSA's Restricted Areas due or arising from the PSA Vehicle Permit Pass not being accepted or honoured or being invalidated or withdrawn for any reason whatsoever including but not limited to the error, defect, failure or interruptions in any operations facilities services resulting or arising from any breakdown, repair, servicing, mechanical or other defect of the computer terminal communications lines or any equipment whether or not belonging to PSA or from any other cause and whether or not PSA, its servants or agents shall have been negligent.
 - 17.2 if PSA is unable to perform its obligations under these Conditions due directly or indirectly, to the failure of any machine, system of authorisation, data processing or communication system or transmission link or any industrial dispute, war, Act of God or anything which PSA deems as outside the control of itself, its servants or agents.
18. PSA may vary any part of these Conditions at any time in such manner as PSA may decide and such changes may be notified to the Permit Holder in writing or by publication thereof or by any other means or manner as PSA may decide.
19. The Permit Holder and all its drivers and passengers using the Authorised Vehicle to access PSA's Restricted Areas are deemed to have read and understood the current editions of these Conditions and agreed to abide therewith.
20. If any provision of these 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.
21. The rights and remedies of PSA under these Conditions are cumulative and are not exclusive of other rights and remedies available to PSA at law.
22. 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. No waiver by PSA of any breach of these Conditions on the part of the Permit Holder or any of its drivers and/or passengers using the Authorised Vehicle to access PSA's Restricted Areas is to be deemed as waiver of any subsequent breach of the same or any other provision of these Conditions.
23. These Conditions are governed by Singapore law. The Permit Holder and/or any of its drivers and passengers using the Authorised Vehicle to access PSA's Restricted Areas submit irrevocably to the non-exclusive jurisdiction of the Courts of Singapore.

PRIVACY NOTICE

This privacy notice explains how PSA (also referred to as "we", "our" or "us") collects, uses and discloses personal data of the applicants and Passholder of the PSA Pass and PSA Temporary Pass (also referred to as "you" or "your"). If you have any questions about our collection, use and disclosure of your personal data, or our data protection practices, or if you would like to withdraw your consent, please contact us at: psac_passcentre1@globalpsa.com

What type of personal data is collected?

We collect the following personal data from you:

- Those you provide to us in the Application and Renewal Form for PSA PASS ("Application")
- Professional qualifications, certifications and testimonials
- Health information in the medical certification (if your age is 62 and above)
- Biometrics samples (fingerprints, face, and voice, etc.)
- Photographs, video recordings and other audio-visual information
- Activities and performance assessments in PSA terminals and respective disciplinary records

We collect your personal data generally where you submit the Application and provide with us the relevant documents to support the Application. We may also collect your personal data over the course of our operation of PSA's terminals and premises (including dormitories), through:

- creation and updating of your profiles in the computer systems maintained by PSA, either by yourself or your employer
- your employer
- CCTV recordings within the terminals and premises where PSA operates
- door access logs using mobile access cards, biometric or card access systems
- recording of your conduct and behaviors in PSA's the computer systems
- photographs, video, voice recordings for newsletters, competitions, events, initiatives and corporate activities, taken at PSA's terminals, premises or facilities, events, meetings, business functions and other activities. This may include events, meetings or activities held at a physical location or online

Purposes

We may use and disclose your personal data for the following purposes:

- granting access to PSA's terminals, premises (including dormitories), and computer systems and applications
- Issuing PSA PASS and other security passes or cards
- facilitating registration and monitoring of lodging at PSA dormitories
- monitoring and ensuring compliance with any law, government or regulatory requirements in any jurisdiction which is applicable to PSA
- complying with any request, order or direction of any governmental authority which PSA are expected to comply with
- monitoring, ensuring, and improving PSA's business operation, health, safety and security practices, regimes for compliance
- monitoring, evaluation and analysis for purposes of maintaining, improving and/or developing PSA's internal IT systems and infrastructure including troubleshooting, upgrading and testing
- planning, administering, conducting and offering competitions, initiatives, training courses, seminars, meetings, business functions, talks, events and other activities related to PSA's business operation
- exercising and performing rights and obligations under or in connection with the contract between PSA and you or your employer

The purposes listed above may continue to apply in cases where your access to PSA terminals and premises is ended.

Disclosure of Personal Data

In connection with the purposes set out above, PSA may need to disclose your personal data to the following parties within Singapore or to make public your personal data, which include:

- Any governmental or regulatory agency;
- Any related company or affiliate of PSA;
- Any agent, contractor or third party service provider of PSA that processes or will process your personal data on PSA's behalf, or which requires access to your personal data in order to perform a service to PSA involving the purpose(s) above;
- PSA's professional advisers such as auditors, lawyers, and insurers;

Retention of personal data

PSA retains your personal data during the period while you're holding a PSA PASS, and for as long as it is necessary to fulfill the purposes for which they were collected, or as required or permitted by applicable laws. PSA will cease to retain your personal data, or will anonymise the data, as soon as it is reasonable to assume that such retention no longer serves the purposes for which the personal data was collected, and are no longer necessary for legal or business purposes.

Accuracy of personal data

The onus is on you to keep your personal data collected by PSA up-to-date and accurate. If there's any change to your personal data, you may provide the updates by contacting us directly or through your employer.