

## Terms and Conditions Governing the Application for and Grant of an ASEAN Goods Vehicle Permit

### 1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following definitions shall apply unless the context requires otherwise:

“ASEAN goods vehicle” means a goods vehicle exceeding 1,000kg in weight unladen and in respect of which a licence or permit for its use issued under the law of an ASEAN member country is in force.

“ASEAN member country” means any of the following countries:

- (a) Brunei Darussalam;
- (b) Republic of Indonesia;
- (c) Lao People’s Democratic Republic;
- (d) Malaysia;
- (e) Union of Myanmar;
- (f) Republic of the Philippines;
- (g) Kingdom of Thailand;
- (h) Socialist Republic of Vietnam;
- (i) Kingdom of Cambodia.

“ASEAN GVP” means an ASEAN goods vehicle permit granted by LTA to keep or use an ASEAN goods vehicle in Singapore.

“Autopass Card” refers to a “vehicle entry card” as defined in the Road Traffic (International Circulation) Rules (Cap. 276, R7), which is a card used for the recording of an ASEAN GVP and as a stored value card issued under rule 19(3) or 22C(2) of the Road Traffic (International Circulation) Rules (Cap. 276, R7).

“ERP” is the abbreviation for Electronic Road Pricing.

“LTA” refers to the Land Transport Authority of Singapore established by the Land Transport Authority of Singapore Act (Cap 158A) or its successors.

“Public Agencies” refers to the Government, the Organs of State and the Statutory Boards.

“Personal data” means data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the agency or organisation has or is likely to have access.

“Stored Value” means the monetary value paid in advance and stored in the Autopass Card and any residual value remaining therein.

“We”, “us” and “our” refers to LTA, and the words “you” and “your” refers to the applicant of the ASEAN GVP.

## **2. General**

- 2.1. By applying for an ASEAN GVP, you acknowledge that you have understood these Terms and Conditions and unconditionally agree and accept to be legally bound by and comply with these Terms and Conditions and any amendments thereto from time to time. Any non-compliance with these Terms and Conditions, whether intentionally or otherwise, may result in action taken against you, including but not limited to a claim for compensation and civil and/or criminal liability.
- 2.2. You shall comply with all applicable laws and regulations, and all notices, orders, guidelines, rules and instructions issued by LTA from time to time pertaining to the ASEAN GVP and the use of an ASEAN goods vehicle in Singapore.

## **3. Use of ASEAN Goods Vehicle**

- 3.1. You shall not keep or use an ASEAN goods vehicle in Singapore without an ASEAN GVP.
- 3.2. The ASEAN goods vehicle in respect of which an ASEAN GVP is granted (the “**Relevant Vehicle**”) shall only be used to deliver goods, which have been uploaded onto the Relevant Vehicle in an ASEAN member country to Singapore, or to deliver goods, which have been uploaded onto the Relevant Vehicle in Singapore, to an ASEAN member country.
- 3.3. The Relevant Vehicle shall not be used for, or in connection with any unlawful purpose or in an unlawful manner.

## **4. Verification of particulars of ASEAN GVP Holder**

- 4.1. LTA reserves the right to require an ASEAN GVP holder to provide all particulars and documents necessary for verifying compliance with these Terms and Conditions; and all applicable laws and regulations relating to the ASEAN GVP and the use of an ASEAN goods vehicle in Singapore.

4.2. As and when requested by LTA or its authorised officers, you shall produce for verification and/or submit to LTA your vehicle insurance certificate, vehicle registration certificate and such other documents and information that LTA may require for verification purposes, through such means and in such format as may be specified by LTA.

4.3. The vehicle chassis and registration number of the Relevant Vehicle as declared at the point of an ASEAN GVP application shall be identical to the chassis and registration number found on the Relevant Vehicle.

## **5. Insurance coverage**

5.1. You are to ensure that the Relevant Vehicle has valid insurance coverage for the entire period that the Relevant Vehicle remains in Singapore.

5.2. You are required to produce the relevant insurance policy and vehicle registration documents for verification upon the request by LTA or any of its authorised officers.

## **6. Loss of ASEAN GVP**

6.1. If you lose your ASEAN GVP, you must make a police report in the country you have lost the ASEAN GVP and report the loss to LTA by providing a copy of the police report as soon as possible. You are to ensure that the police report reflects the registration number of the Relevant Vehicle.

6.2. The lost ASEAN GVP will be invalidated after you have submitted the police report to LTA. You are required to purchase a new ASEAN GVP.

6.3. You are to ensure that a duplicate ASEAN GVP is obtained from LTA if you wish to keep or use the ASEAN goods vehicle in Singapore. The owner of the Relevant Vehicle shall be liable for all costs incurred due to the duplicate copy of the ASEAN GVP.

## **7. Restrictions on driving of Relevant Vehicle**

7.1. You shall comply with all applicable restrictions on the driving of the Relevant Vehicle as set out in the following website: <https://www.onemotoring.com.sg/content/onemotoring/home/driving/commercial-vehicles.html>.

7.2. In particular, you need to apply for an oversized vehicle movement (the “OVM”) permit 3 days (or such other period as may otherwise be required) in advance

via <https://prompt.lta.gov.sg/WebUIPWAS/login.aspx> if the Relevant Vehicle falls within any of the following categories of vehicles:

- a. Overall width (including load) exceeds 3 metres (or 2.6 metres if you travel on controlled roads); or
- b. Rear overhang of the load exceeds 40% of the vehicle length or 1.8m, whichever is less; or
- c. Overall weight exceeds the vehicle type's respective weight requirement.

Please note that there may be further conditions imposed on your usage of a Relevant Vehicle under the OVM permit, including the requirement for a police escort when the Relevant Vehicle is used in Singapore.

## **8. Excluded vehicle**

- 8.1. A Relevant Vehicle that is an excluded vehicle in the First Schedule to the Road Traffic (Expressways – Excluded Vehicles) Rules 2010 shall not be used on any part of an expressway, unless a permit authorizing the excluded vehicle to be used on an expressway is granted by LTA.
- 8.2. If you need to apply for the permit referred to in Clause 8.1 above, please submit the application form and supporting documents in the manner and form prescribed on the following website: <https://www.onemotoring.com.sg/content/onemotoring/home/driving/commercial-vehicles.html>. For clarity, this permit is in addition to the OVM permit under Clause 7.

## **9. In-Vehicle Unit**

- 9.1. If you intend to use the Relevant Vehicle on ERP-priced roads and expressways during ERP operating hours, you shall ensure that the Relevant Vehicle is fitted with an In-Vehicle Unit in Singapore, in such manner and subject to such conditions as LTA deems necessary for the payment of any applicable ERP fees and charges through the Autopass Card or by any other modes of payment.

## **10. Use of the Autopass Card**

- 10.1. You shall comply with all notices, orders, guidelines, rules and instructions pertaining to the use of the Autopass Card issued by LTA from time to time, and all applicable laws and regulations relating to your use of the Autopass Card.

10.2. Your use of the Autopass Card shall also be subject to the terms and conditions governing the use of the Network for Electronic Transfers (Singapore) Pte Ltd (the “NETS”) CashCard and FlashPay which can be found on the NETS website at [www.NETS.com.sg](http://www.NETS.com.sg).

**11. Non-transferability of the Autopass Card**

11.1. The Autopass Card is linked to a specific vehicle registration number (as stated at the point of application) and is strictly non-transferrable.

**12. Obligation to maintain sufficient Stored Value in the Autopass Card**

12.1. You shall ensure that the Autopass Card you are using has sufficient Stored Value to pay for all applicable vehicle entry fees, reciprocal road charges, toll charges and ERP fees that you have incurred during the entire period that the Relevant Vehicle remains in Singapore.

**13. Refund of Stored Value in the Autopass Card**

13.1. An application for the refund of the Stored Value in the Autopass Card shall be made in accordance with such procedural requirements that LTA may prescribe in its sole discretion and the failure to comply with such procedural requirements may affect the processing of the refund application.

13.2. Any refund of the Stored Value in the Autopass Card shall be subject to (a) a deduction of any outstanding fees and charges owed to LTA; and (b) any applicable terms and conditions governing the use of Network for Electronic Transfers (Singapore) Pte Ltd (the “NETS”) CashCard and FlashPay which can be found on the NETS website at [www.NETS.com.sg](http://www.NETS.com.sg).

**14. Replacement of the Autopass Card**

14.1. LTA shall not be liable for replacing a defective Autopass Card after the first successful transaction or payment has been made on the card.

**15. Verification of particulars of Autopass Card Holder**

15.1. As and when requested by LTA or its authorised officers, you shall submit to LTA your vehicle insurance certificate, vehicle registration certificate and such other documents and information that LTA may require for verification purposes, through such means and in such format as may be specified by LTA.

**16. Loss of Autopass Card**

- 16.1. If you lose your Autopass Card, you must make a police report in the country you have lost the card and report the loss to LTA by providing a copy of the police report as soon as possible.
- 16.2. You are to ensure that the relevant vehicle number and the 16-digit Autopass CAN ID number are reflected in the police report.
- 16.3. The lost card will be invalidated after you have submitted the police report to LTA and cannot be used for the payment of any vehicle entry fees, reciprocal road charges, toll charges and ERP fees that you have incurred during the entire period that the Relevant Vehicle remains in Singapore, even if the card is subsequently found. You are required to purchase a new Autopass Card.
- 16.4. You shall remain liable to LTA for any outstanding fees and charges that you have incurred on the Autopass Card you are using, prior to you reporting the loss of the Autopass Card to LTA.

## **17. Collection, Use and Disclosure of Personal Data**

- 17.1. We may share all data, including Personal Data, that you have provided to us in your application for the ASEAN GVP and the Autopass Card (where applicable), with other Public Agencies, so as to serve you in the most efficient and effective way.
- 17.2. We will not share your Personal Data with other entities, except (i) where such entities have been authorized to carry out specific Government services; (ii) in accordance with legislation under our purview to enable us to perform our functions or duties; (iii) to comply with any order of court; (iv) to comply with any written law; or (v) for the purposes of taking any action against any person for breach of these Terms and Conditions.
- 17.3. The data provided to us in your application for ASEAN GVP and the Autopass Card (where applicable), may also be used for verification and record of your personal particulars, including comparing information from other sources, and may be used by us and other Public Agencies to (a) communicate with you; and (b) send notices, orders or documents to you via electronic means, which would include the transmission of such notices, orders or documents to you via email.

## **18. Amendment of Terms and Conditions**

- 18.1. LTA reserves the right to amend these Terms and Conditions at any time by publishing such amendments on its website at

<https://www.onemotoring.com.sg> or by posting the same at any appropriate premises as may be determined by LTA. Your continued use of the ASEAN GVP and the Autopass Card after the date of such notification shall constitute an acknowledgement and acceptance of the amendments and shall be deemed to be your acceptance of such revised Terms and Conditions.

## **19. Breach of Terms and Conditions**

- 19.1. LTA may cancel your ASEAN GVP and/or your Autopass Card if you breach any of these Terms and Conditions.
- 19.2. You undertake and agree to indemnify LTA and keep LTA at all times indemnified from and against all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award arising out of or in connection with a breach of or non-compliance with these Terms and Conditions.

## **20. Exclusion of Liability**

- 20.1. LTA shall not be liable whether or not arising out of negligence of its respective officers, employees or agents, for any losses, damages, expenses, claims, liability and costs that you may incur or suffer in connection with the use or issuance of the ASEAN GVP and the Autopass Card.

## **21. No Waiver**

- 21.1. No delay, failure or omission on the part of LTA in enforcing any right, power, privilege, claim or remedy under these Terms and Conditions shall be deemed to be or be construed as a waiver or variation of such right, power, privilege, claim or remedy.

## **22. Governing Law**

- 22.1. The construction, validity and performance of these Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of the Republic of Singapore for all purposes in relation to these Terms and Conditions.