

Terms and Conditions Governing the Application for and Grant of an ASEAN Public Service Vehicle Permit and Autopass Card

1. Definitions and Interpretation

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

“**ASEAN public service vehicle**” means a public service vehicle (other than a private hire car) 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 PSVP**” means an ASEAN public service vehicle permit granted by LTA to keep or use an ASEAN public service vehicle in Singapore issued under rule 22C(1) of the Road Traffic (International Circulation) Rules (Cap. 276, R7).

“**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 the vehicle’s updated details related to the issuance and validity of the ASEAN PSVP and which also serves as a Stored Value card issued under rule 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, a statutory board established under the Land Transport Authority of Singapore Act (Cap 158A) or its successors.

“**NETS**” refers to the Network for Electronic Transfers (Singapore) Pte Ltd, a company incorporated in the Republic of Singapore and having its registered office at 351 Braddell Road, #01-03, Singapore 579713.

“**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 credited in respect of a specific Autopass Card.

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

2. General

- 2.1. The application for and LTA’s issuance of an ASEAN PSVP and Autopass Card are subject to these Terms and Conditions. By using the ASEAN PSVP and Autopass Card, you confirm that you unconditionally agree to and accept these Terms and Conditions and any amendments thereto. 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 that may be issued by LTA from time to time or published on LTA’s OneMotoring website pertaining to the ASEAN PSVP and the Autopass Card, and the use of an ASEAN public service vehicle in Singapore.

3. Use of ASEAN Public Service Vehicle

- 3.1. You shall not keep or use an ASEAN public service vehicle in Singapore, unless it has been issued with an ASEAN PSVP and an Autopass Card.
- 3.2. The ASEAN public service vehicle in respect of which an ASEAN PSVP is granted, other than a taxi or an omnibus, (the “**Relevant Vehicle**”) shall (a) only be used for the purpose of proceeding from or to an ASEAN member country in continuation of a journey commenced in an ASEAN member country; and (b) shall not be used to pick up or set down any passenger, other than a passenger commencing such journey in an ASEAN member country, in Singapore.
- 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 PSVP holder

- 4.1. LTA reserves the right to require an ASEAN PSVP 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 PSVP and the use of the Relevant Vehicle in Singapore.

4.2. As and when requested by LTA or its authorised officers, you may be required to and shall submit to LTA your vehicle's certificate of insurance, 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 PSVP 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 in force a policy of insurance meeting the requirements of the Motor Vehicles (Third-Party Risks and Compensation) Act for the entire period that the Relevant Vehicle remains in Singapore.

5.2. In accordance with the laws of Singapore, you may be required to produce proof of insurance and vehicle registration for verification upon request by any authorised officer.

6. Loss of ASEAN PSVP

6.1. In the event the ASEAN PSVP is lost, you must make a police report in the country you have lost the ASEAN PSVP and provide a copy of the police report and an English translation of the police report (if the police report is not in English) to LTA as soon as possible.

6.2. You must ensure that the vehicle registration number of the Relevant Vehicle is reflected in the police report referred to in Clause 6.1.

6.3. Upon receiving a copy of the police report and an English translation of the police report (where applicable) in accordance with Clause 6.1, the lost ASEAN PSVP will be invalidated. You are to ensure that a duplicate ASEAN PSVP is obtained from LTA if you wish to keep or use the ASEAN public service vehicle in Singapore. You shall be liable for the cost of the duplicate copy of the ASEAN PSVP and all costs arising in connection with obtaining the duplicate copy of the ASEAN PSVP.

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 LTA's OneMotoring website.

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 LTA PROMPT service portal 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 or requirements imposed on your usage of a Relevant Vehicle under the OVM permit pursuant to all applicable laws and regulations, including the requirement for a police escort when the Relevant Vehicle is used in Singapore.

8. In-Vehicle Unit

8.1. 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.

9. Use of the Autopass Card

9.1. You shall comply with all notices, orders, guidelines, rules and instructions pertaining to the use of the Autopass Card that may be issued by LTA from time to time and published on LTA’s OneMotoring website, and all applicable laws and regulations relating to the Autopass Card.

9.2. You acknowledge that the Autopass Card is also a NETS CashCard and NETS FlashPay, and your use of the NETS CashCard or NETS FlashPay facilities (as the case may be) is subject to applicable terms and conditions which are set out on the NETS’s website.

10. Non-transferability of the Autopass Card

10.1. The Autopass Card is applied for and issued only in respect of the vehicle that is the subject of the application (as identified by its registration number) and is strictly non-transferrable.

11. Obligation to maintain sufficient Stored Value in the Autopass Card

- 11.1. You must ensure that there is sufficient Stored Value in respect of the issued Autopass Card to make payment for all applicable toll charges incurred in respect of the keeping and use of the Relevant Vehicle.

12. Refund of Stored Value in the Autopass Card

- 12.1. Subject to Clause 12.3, an application for a refund of the Stored Value in respect of the Autopass Card shall be made in accordance with prevailing procedures set by LTA, and the LTA reserves the right to decline processing any refund application that does not comply with the prevailing procedures.
- 12.2. Any refund of the Stored Value shall be limited to the residual value stored in the card after (a) deducting of any outstanding fees and charges owed to LTA; and subject to (b) any applicable terms relating to NETS CashCard and NETS FlashPay facilities. For the avoidance of doubt, the Stored Value does not comprise of any costs relating to the application for the Autopass Card, which is strictly non-refundable.
- 12.3. LTA will not process the refund of the Stored Value of any Autopass Card deactivated in accordance with Clause 15.3.

13. Replacement of Autopass Card

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

14. Verification of particulars of Autopass Card Holder

- 14.1. As and when requested by LTA or its authorised officers, you may be required to and shall submit to LTA your vehicle's certificate of insurance, 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.

15. Loss of Autopass Card

- 15.1. In the event the Autopass Card is lost, you must make a police report in the country you have lost the card and provide a copy of the police report and an English translation of the police report (if the police report is not in English) to LTA as soon as possible.
- 15.2. You must ensure that the vehicle registration number of the Relevant Vehicle and/or the 16-digit Autopass CAN number is/are reflected in the police report.
- 15.3. Upon receiving a copy of the police report and an English translation of the police report (where applicable) in accordance with Clause 15.1, LTA will proceed to

deactivate the lost card, and the lost card can no longer be used to pay all toll charges incurred by the Relevant Vehicle during its stay in Singapore, even if the card is subsequently found. You shall be required to purchase a new Autopass Card.

- 15.4. You shall remain liable to LTA for any outstanding fees and charges that have been incurred prior to you reporting the loss of the Autopass Card to LTA.

16. Collection, Use and Disclosure of Personal Data

- 16.1. We may share data, including Personal Data, that you have provided to us in your application for the ASEAN PSVP and the Autopass Card (where applicable), with other Public Agencies in accordance with prevailing laws and policies.
- 16.2. We will not share your Personal Data with other entities, except (i) where such entities have been authorised 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 other written law; or (v) for the purposes of taking any action against any person for breach of these Terms and Conditions.
- 16.3. The data provided to us in your application for the ASEAN PSVP 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 (as may be required) to (a) communicate with you; and/or (b) send notices, orders or documents to you via electronic means, such as via email.

17. Amendment of Terms and Conditions

- 17.1. LTA reserves the right to amend these Terms and Conditions at any time by publishing such amendments on LTA's OneMotoring website and/or by posting the same at any appropriate premises as may be determined by LTA. Your continued use of the ASEAN PSVP 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.

18. Breach of Terms and Conditions

- 18.1. LTA may revoke your ASEAN PSVP and/or your Autopass Card if you breach any of these Terms and Conditions.
- 18.2. 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.

19. Exclusion of Liability

19.1. LTA shall not be liable whether or not arising out of the 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:

- (a) the issuance and use of the ASEAN PSVP and/or Autopass Card;
- (b) any period when any equipment, software or system is unavailable for updating the ASEAN PSVP of the Relevant Vehicle which the Autopass Card is issued to;
- (c) any period when any equipment, software or system is unavailable for processing any refund of the Stored Value of the Autopass Card; or
- (d) any delay in using the ASEAN PSVP or Autopass Card whether due to the confiscation, retention or revocation of the ASEAN PSVP or Autopass Card or otherwise.

20. No Waiver

20.1. 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.

21. Governing Law

21.1. 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.