

# 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. Unless defined in these Terms and Conditions, or the context otherwise requires, terms defined in the Autopass Additional Terms have the same meanings in these Terms and Conditions. In addition, in these Terms and Conditions:

“**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) Republic of the Union of Myanmar;
- (f) Republic of the Philippines;
- (g) Kingdom of Thailand;
- (h) Socialist Republic of Viet Nam;
- (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).

“**ASEAN PSVP Cost**” means the monetary value paid to acquire the ASEAN PSVP.

“**Autopass Additional Terms**” means the Autopass Additional Terms as published on LTA’s OneMotoring website from time to time.

“**ERP**” is the abbreviation for Electronic Road Pricing.

“**In-Vehicle Unit**” shall have the meaning ascribed to it under the Road Traffic (Electronic Road Pricing System) Rules 2015 (G.N. No. S226/2015).

“**LTA**” refers to the Land Transport Authority of Singapore, a statutory board established under the Land Transport Authority of Singapore Act 1995 or its successors.

“**OVM Permit**” shall have the meaning ascribed to it under Clause 7.2.

“**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.

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

“**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 and the Autopass Additional Terms. By using the ASEAN PSVP and Autopass Card, you confirm that you unconditionally agree to and accept these Terms and Conditions, the Autopass Additional Terms and any amendments thereto. Any non-compliance with these Terms and Conditions or the Autopass Additional Terms, 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.
- 3.4. As and when requested by LTA or its authorised officers, you may be required to produce proof of valid ASEAN PSVP for verification purposes.

## **4. Verification of particulars of ASEAN PSVP holder**

- 4.1. LTA reserves the right to require you to provide all particulars and documents necessary for verifying compliance with these Terms and Conditions and the Autopass Additional Terms; and all applicable laws and regulations relating to the ASEAN PSVP, Autopass Card 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 1960 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 permit (the “**OV****M Permit**”) 3 days (or such other period as may otherwise be required) in advance via the 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);
- (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. Collection, Use and Disclosure of Personal Data**

9.1. We may share data, including Personal Data, that you have provided to us in your application for an ASEAN PSVP and an Autopass Card (where applicable), or through your use of the Autopass Card, with other Public Agencies in accordance with prevailing laws and policies.

9.2. 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 or the Autopass Additional Terms.

9.3. The data provided to us in your application for an ASEAN PSVP and an Autopass Card (where applicable) or through your use of the Autopass Card, 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.

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

10.1. LTA reserves the right to amend these Terms and Conditions and the Autopass Additional Terms 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 and the Autopass Additional Terms.

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

11.1. LTA may revoke your ASEAN PSVP and Autopass Card if you breach any of these Terms and Conditions or the Autopass Additional Terms.

11.2. 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 or the Autopass Additional Terms.

## **12. Exclusion of Liability**

12.1. 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;
- (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 where any equipment, software or system is unavailable for processing any refund of the fee paid in respect of the application for the ASEAN PSVP when the said application is rejected; or
- (d) any delay in using the ASEAN PSVP or the Autopass Card whether due to the confiscation, retention or revocation of the ASEAN PSVP or the Autopass Card, or otherwise.

## **13. No Waiver**

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

## **14. Governing Law**

14.1. The construction, validity and performance of these Terms and Conditions and the Autopass Additional Terms 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 and the Autopass Additional Terms.