

Offshore Marine Centre

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Jurong Port

ENTRY PASS TERMS AND CONDITIONS

1. DEFINITIONS

- a) "OMC" means OFFSHORE MARINE CENTRE
- b) "Pass" means a Pass issued by OMC pursuant to an application and any replacement or renewal thereof.
- c) "Pass Holder" means the person to whom a Pass is issued by OMC.
- d) "OFFSHORE MARINE CENTRE" means the areas within the OFFSHORE MARINE CENTRE operated or administered by OMC.
- e) "Sponsor" means the person or the company who sponsors the application for the Pass.
- f) "Operational Areas" means the areas in OFFSHORE MARINE CENTRE wharf, common roads (whether open or covered), any place on board vessels, and any other hazardous place excluding Tenants plot.

2. USE OF PASS

- 2.1. Tenants, lessees, subcontractors, customers, visitors and other OMC users who need entry to OMC for more than one (1) month will be required to obtain Long Term Pass.
- 2.2. Only the Pass-holder may use the Pass for entry into part of the OFFSHORE MARINE CENTRE as permitted by OMC and only for the purpose of carrying out activities permitted by OMC.
- 2.3. The Pass may be renewed by OMC upon the terms and conditions as OMC may deem fit and subject to payment of fee by the Pass-holder for loss of pass.
- 2.4. Notwithstanding the provisions herein, OMC reserves its right to invalidate cancel or withdraw or not to reissue or renew the Pass at any time without assigning any reason.
- 2.5. The Pass-holder or the sponsor must return the Pass to OMC Safety and Security Department upon cancellation or withdrawal of the Pass or upon request by OMC.

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3. ACTIVITIES

- 3.1. Pass-holder seeking entry into OMC shall declare to the Security officer all articles which he is bringing into OMC. All such articles must be taken out by the Pass-holder upon exit from OMC.

4. STATUTORY REQUIREMENTS

- 4.1 Pass-holder must not do anything that will or might constitute a breach of any statutory requirements affecting OMC.

5. RULES AND REGULATIONS

- 5.1. Pass-holder must observe all other rules and regulations in all aspects as may be prescribed from time to time by OMC governing OFFSHORE MARINE CENTRE, and any directions given by authorized officer of OMC or as indicated on the signboard while in OFFSHORE MARINE CENTRE.
- 5.2. OMC may modify the terms and conditions of the Pass at any time in such manner as OMC may decide and such changes may be notified to the Pass-holder in writing or by publication thereof or by any other means or manner as OMC may deem fit.

6. LIABILITY

- 6.1. Pass-holder enters OFFSHORE MARINE CENTRE at his own risk and expense.
- 6.2. OMC shall not be liable for:
 - a) Any inconvenience, loss, and damage arising from the pass being invalidated or cancelled or withdrawn for whatsoever reason; or
 - b) For any interruption in any of the services or facilities in OFFSHORE MARINE CENTRE failure or defect of machine, system or transmission link, fire, flood, act of God, inclement conditions or unavoidable shortage of electricity or water or labour dispute or other cause beyond OMC's control.

7. INDEMNITY

The Pass-holder must indemnify OMC against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability whatsoever arising under any statute or at common law in respect of any damage to any part of OFFSHORE MARINE

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CENTRE or personal injury to or the death of any person whomsoever in consequence of or resulting from:

- a) Any misuse of the Pass, or
- b) Any breach of the terms and conditions of the Pass; or
- c) Any breach of the OMC's rules, regulations or directions; or
- d) Any breach of statutory requirements; or
- e) Any use or presence or operation of any equipment or vehicle brought into OFFSHORE MAARINE CENTRE by the Pass-holder irrespective of whether as a result of the negligence of the Pass-holder or otherwise.

8. NO IMPLIES WAIVERS

No failure on the part of OMC to exercise, and no delay on its part in exercising, any right or remedy will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Pass are cumulative and not exclusive of any other rights or remedies (whether provided by laws or otherwise).

9. GOVERNING LAW

This terms and conditions of the Pass shall be governed by, and construed in accordance with, the laws of Singapore. The Pass-holder hereby submits irrevocably to the non-exclusive jurisdiction of the Courts of Singapore