

You are advised to read these terms and conditions carefully before using this website for the reservation and/or purchase of tickets. By using this website to reserve and/or purchase tickets, you are deemed to have read and accepted these terms and conditions

TERMS AND CONDITIONS (“Terms & Conditions”)

1. Definition

In these Terms & Conditions, the following expressions mean :

“Baggage” means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consist both your Checked and Unchecked Baggage;

“Baggage Identification Tag” means a document issued to the Passenger to identify each piece of the Checked Baggage;

“Checked Baggage” means a Baggage taken into our custody and for which a Baggage Identification Tag has been issued;

“Conditions of Contract” means those statements contained in or delivered with the Itinerary, identified as such and which incorporate by reference, these Terms & Conditions and notices available at our officers and check-in counters.

“Electronic Coupon” means an electronic coupon or other value document held in our database;

“Electronic Ticket” means the Itinerary issued by us. If such e-ticket is lost the Electronic Coupon shall become the only valid basis for verification use in deciding whether a ferry boarding document should be issued to passenger;

“Itinerary” means the document issued to Passenger that includes the Passenger’s name, ferry information, booking number, Terms & Conditions and notices;

“Passenger”, “you”, “your” and “yourself” means any person, except members of the crew carried or to be carried in a ferry;

“Seat” means a seat in our ferry;

“Ticket” means the Itinerary and includes the Electronic Ticket and Electronic Coupon issued and including these Terms & Conditions and notices contained therein;

“Unchecked Baggage” means any Baggage other than Checked Baggage including all items brought with you onto the ferry;

“We”, “our”, “ourselves” and “us” means Berjaya Waterfront Sdn Bhd;

“Website” means the internet site at: www.berjayawaterfront.com.my provided by us for the purpose of Passengers making online reservations and/or purchases of tickets.

2. Applicability

- 2.1 These Terms & Conditions applies to the use of this Website for the purposes of reservations and/or purchase of tickets for carriage by sea of Passengers and Baggage performed by us or on our behalf and to any liability we may have in relation to that carriage and transportation.
- 2.2 Except as provided in these Terms & Conditions, in the event of inconsistency between these Terms & Conditions and our Conditions of Contract or any other regulations we may have dealing with particular subjects, these Terms & Conditions shall prevail.
- 2.3 By using this Website, you acknowledge that we including our successor(s) in title, are not the owners of the ferry nor do we, including our successor(s) in title, maintain, manage, control or operate the ferry and/or any of such related services thereto. We are not related or associated to the owners and/or operators of such ferry but is merely facilitating the sale of Tickets via our Website.

3. Electronic Ticket/E-Itinerary

- 3.1 The contract for carriage is only transferable into boarding ticket at our recognized ticketing counter/s on the specified date of travel provided the following Terms & Conditions and other specified Conditions of Contract from ferry operators, if any, are complied to by the passenger.
- 3.2 The e-Itinerary is only valid for the Passenger and the *ferry named/specified therein, unless the scheduled ferry failed to turn up. In such event the Passenger shall be allowed to board the next available ferry without any further claim or charges. Failing which, the Electronic Ticket is considered nil and void.* Carriage will be provided only to the Passenger named in the e-Itinerary/Electronic Ticket and the Passenger will be required to produce appropriate identification at check-in.
(Note: Our current practice does allow for passenger/s holding prepaid ticket or paid walked-in ticket to change their ferry trip with payment of RM 10/- per trip per pax as admin fee by voiding their earlier ticket/s. However, notification and such request must not be later than the scheduled time of travel/trip.)
- 3.3 Passenger must have valid passport and other travel documents which comply with relevant immigration requirements for lawful entry into the point of destination. We, including our successor(s) in title shall not be held liable for any cost or refund due to such deficiency or disqualification of travel or entry.

4. Fares

- 4.1 Fares apply only to carriage from the ferry terminal at the point of origin to the ferry terminal at the point of destination.
- 4.2 The fees for infants under the age of 2 years old (on the date of travel) are provided for in the Fee Schedule. Only one (1) infant is allowed for one (1) adult and no perambulators are allowed on board the ferry. Children below age of 12 will not be accepted for carriage unless they are accompanied by a person of at least 18 years of age.
- 4.3 Any government taxes, charges or insurance surcharge imposed on sea travel by the Government, relevant authority or the ferry terminal operator in respect of your use of any of our services or facilities will be in addition to the fares, administration fees and charges and shall be borne by you, unless otherwise specified by us. Such government taxes, charges or insurance surcharge imposed on sea travel may change from time to time and can be imposed even after the date your booking has been confirmed. You shall nevertheless bear such government taxes, charges or insurance surcharge as and when they fall due prior to departure.
- 4.4 Fares and charges are payable in the currency prescribed with our published fares unless otherwise specified by us. All fares, prices, ferry schedules, routes published and services are correct at the time of publication and are subject to change at any time and from time to time without prior notice. Fares may exclude administrative fees, service charges and other charges unless otherwise specified by us.

5. Booking of Seats

- 5.1 E-booking can not be done sooner than 48 hours prior to time of departure
- 5.2 The booking of a Seat once confirmed after full payment of the fare is made and after a booking number and/or Itinerary is issued. ***Once confirmed, the booking cannot be cancelled and payments made are not refundable.***
- 5.3 Once a booking number has been issued, any intention on change is subject to the following terms:

Inside of **48 hours** prior to the scheduled departure time, ***no changes*** are allowed except in the event as per described in 3.2 above. Any changes to schedule outside of 48 hours prior to the scheduled departure time are subject to the charges in the Fee Schedule and to the following conditions:

- (a) if a lower fare is available, the difference in fares will not be refunded to the Passenger;
- (b) if the new ferry booked is in a higher fare class than that of the cancelled/booked ferry, the difference in fares shall be paid by the Passenger before the cancellation or change can be made;
- (c) the change is not confirmed until a new Itinerary and/or booking number is issued;
- (d) changes on route(s) are not allowed;
- (e) any changes are always subject to availability of ferry and Seats.

Notwithstanding the above, changes are not permitted for promotional fares.

- 5.4 Substitution to the passenger named in a confirmed booking with another passenger name is not allowed.
- 5.5 Fares must be paid in full when a booking is made. In the event that the fare has not been paid in full for any reason whatsoever, we reserve the right to void/cancel the booking prior to check-in and/or to disallow you to board the ferry.
- 5.6 You hereby acknowledge and agree that your personal data has been given to us for the purposes of making bookings for carriage and providing you with confirmation of that booking, providing and developing ancillary services and facilities, facilitating immigration and entry procedures, accounting, billing and auditing, checking credit or other payment cards, security, administrative and legal purposes, credit card issuance, systems testing and maintenance and development, statistical analysis and helping us in any future dealing with you. For these purposes, you authorise us to retain and use your personal data and to transmit it to our own offices, authorised agents and third party business associates, government agencies, other carriers or the providers of the services mentioned above.
- 5.7 We do not guarantee to provide any particular seat in the ferry and you agree to accept any seat that may be allotted or is otherwise available on the ferry. You will be allocated a seat upon check in. We reserve the right to re-assign the seat at any time, including after boarding of the ferry. This may be necessary for operational, safety, governmental regulatory, health and or security reasons.
- 5.8 The time of departure and/or arrival shown on the Itinerary or Electronic Ticket is not guaranteed. The said times and the service to which the Itinerary, Electronic Ticket and/or these Terms & Conditions may be delayed, cancelled or rescheduled at any time and from time to time without prior notice.

6. Check in and other requirements of carriage

- 6.1 Our check in counter/s shall be opened 60 minutes before the scheduled departure time. The counters close [30] minutes before the scheduled departure time. In any event, without derogating from the generality of other provisions of these Terms & Conditions governing the right of refusal of carriage, we reserve the right not to allow you to check in without any liability to you and without having to refund to you any fare paid:
- (a) if you attempt to check in inside 25 minutes before your scheduled departure time;
 - (b) if you fail to have proper identification or fail to identify yourself to our staff or you fail to have the proper documents, permits, visa, necessary for travel to a particular place or country;
 - (c) if you have not fully paid any fare or other fees or charges due to us;
 - (d) if you have been violent to our staff or caused disturbance at our counters or have abused our staff whether physically or verbally;
 - (e) if the Government or other Authorities prohibits your checking in or boarding of the ferry;
 - (f) if in our judgment you are not fit to travel due to drunkenness or any obvious adverse medical condition; and/or
 - (g) if in our judgment, you are not medically fit to travel or your medical condition poses or could pose a danger or threat to the health of other passengers.
- 6.2 If you fail to check in on time or fail to board the ferry by the time the ferry departs, the fare you paid will not be refunded to you for any reason whatsoever. You must be at the boarding gate at least **20 minutes** before the scheduled time of departure.
- 6.3 You are solely responsible for complying with all laws, regulations, orders, demands and requirements of countries travelled from, into or over and with our Terms & Conditions, notices and instructions given by us relating thereto.
- 6.4 Adults are required to produce their original identity cards or passports for all domestic travel. Copies of children's birth certificate or such other documents of identification are required before they are allowed to board. All passengers travelling on international routes must possess valid passports with at least 6 months validity and the applicable valid visa.

7. Baggage

- 7.1 We reserve the right to refuse carriage of such baggage or such items found in baggage as follows:
- (a) items which are not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling;
 - (b) items which are likely to endanger the ferry or persons or property on board the ferry;
 - (c) items the carriage of which are prohibited by applicable laws, regulations or order of any state or country to be travelled from, to or over;
 - (d) fragile or perishable items;
 - (e) live or dead animals or pets;
 - (f) fresh or frozen seafood or other meats provided such items may be carried on board as hand luggage only if we are satisfied that they have been properly packed and subject always to inspection of contents and approval by relevant Authorities;
 - (g) firearms, ammunition, explosives, flammable or non-flammable gas (such as aerosol paints, butane gas, lighter refills) refrigerated gas (such as filled aqualung cylinders, liquid nitrogen), flammable liquids, flammable solids, organic peroxides, poisons, infective substances, radioactive material, corrosive materials, magnetic substances, oxidizing materials;
 - (h) weapons such as antique firearms, swords, knives and similar items provided that such items may be allowed as checked baggage at our absolute discretion for very special reasons. These cannot be carried into the ferry for any reason whatsoever.
- 7.2 For reasons of safety and security, we may require you to undergo a search, x-ray or other type of scan on your person or your baggage. We reserve the right to search your baggage in your absence if you are not available, for the purpose of determining whether you are in possession of or whether your baggage contains any unacceptable or prohibited items. If you refuse to comply with such searches or scans we reserve the right to refuse carriage of you and your baggage without refund of fare to you and without any other liability to you. In the event that a search or scan causes injury to you or damage to your baggage, we shall not be liable for such injury or damage unless the same is due to our fault or negligence.
- 7.3 As only accompanied baggage shall be allowed for carriage, we shall not take custody of any baggage. So you shall be fully responsible for the safety of your baggage, whether checked or not. Further, you must have your name or other personal identification affixed securely to it. Checked baggage will be carried on the same ferry as you unless we decide for safety, security or operational reasons to carry it on an alternative ferry. If your checked baggage is carried on a subsequent ferry we will deliver the same to you within a reasonable time of arrival of that ferry unless applicable law requires you to be present for Customs clearance. A baggage fee is charged for all checked baggage. Please refer to our fee schedules for details on all rates.
- 7.4 One item of baggage is allowed to be carried on board free provided that it does not exceed the dimensions of [0.65 m x 0.46m x 0.2m] and provided that it does not weigh more than [20] kg. Any item/s exceeding the aforementioned shall be subject to charge based on excess weight. You shall collect your baggage as soon as it is available for collection at places of destination.

8. Ferry Schedules and Cancellation of Ferry Schedule/s etc.

- 8.1 We will use our best efforts to avoid delay in carrying you and your baggage and to adhere to the published schedules in effect on the date of travel. However, times shown in time tables, schedules or elsewhere are subject to change at any time and from time to time and we shall not be liable in any way whatsoever for any loss incurred by passengers as a result of such change.
- 8.2 At any time after a booking has been made we may change our schedules and/or cancel, terminate, divert, postpone, reschedule or delay any scheduled departure where we reasonably consider this to be justified by circumstances beyond our control or for reasons of safety or commercial reasons.

9. Liability Limitations

- 9.1 We and any person related or associated to us, including our employees, officers and representatives shall not (whether in contract, tort, negligence, criminal liability or otherwise) be liable for any injury, loss, damage, cost, expense or otherwise suffered or which may be suffered by the Passenger, directly or indirectly and howsoever

arising, at the ferry terminal, on board any ferry, or in relation to the service to which the Electronic Ticket and/or these Terms & Conditions relate. The foregoing includes but is not limited to personal injury (fatal or non-fatal), loss/damage to any baggage, property or article of or under the care of the Passenger or for any consequential losses, etc.

In addition to but without limiting the generality of the foregoing, the Passenger hereby irrevocably (i) renounces for himself, his estate/personal representatives and his dependents, all responsibilities, claims and compensations of whatever description against us and any person related or associated to us, including our employees, officers and representatives; and (ii) indemnifies and keeps us and any person related or associated to us, including our respective employees, officers and representatives, indemnified against any loss, damage, cost, expense, penalty or otherwise which may be suffered by us in the event any action, claim, demand, investigation, proceeding or otherwise is commenced by whomsoever against any of them for whatsoever reason.

10. Use of our Website

- 10.1 The content of our website are intended for your personal non-commercial use only. All materials published on this website (including but not limited to articles, features, photographs, images and illustrations, also known as the "Content") are protected by copyright, trademark or other intellectual property rights, and are owned or controlled by us, or the party credited as the provider of such Content.
- 10.2 Links to other sites and vice versa from our website are merely for your convenience and information. We shall neither be responsible for the content and availability of such other sites that may be operated and controlled by third parties and/or by our various related or associated offices nationwide, nor for the information, products or services contained on or accessible through these websites. Access and use of such websites are solely at your own risk.
- 10.3 We reserve the right at our absolute discretion and without liability to :
 - (a) change, modify, alter, adapt, add or remove any of the Terms & Conditions herein contained; and/or
 - (b) change, suspend or discontinue any aspect of this Website;without any advanced notice to you.
- 10.4 We will use the personal information you provide through our Website only for purposes specified in clause 5.6 above unless we are required or authorised under law to disclose such personal information or you give your written consent to allow disclosure of such personal information. We do not control the use of your personal information you may share with our linked sites.
- 10.5 We provide no warranty, whether expressed or implied, of any kind including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement. All such implied terms and warranties are hereby excluded.
- 10.6 We do not warrant that the functions in our Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available is free of any virus or other harmful elements. We do not warrant or make any representations regarding the correctness, accuracy, reliability, or otherwise of our Website's Content or the results of this use.
- 10.7 By using our Website you agree that we will not be liable under any circumstances, including negligence, for any direct, indirect or consequential loss arising from your use of the information and material contained in our Website or from your access to the linked sites.
- 10.8 These Terms & Conditions and this Website's Content shall be governed and construed in accordance with Malaysian laws and the courts of Malaysia shall have exclusive jurisdiction.