

For Official Use :	
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## APPLICATION FOR LICENCE FOR COMPANIES OPERATING REGIONAL FERRY SERVICES

Applicants are advised to read all the conditions attached to this application form carefully and thoroughly and to provide all the necessary and relevant supporting documents. To expedite the processing of your application, please ensure that the application form is filled up completely. Where information is not available or inapplicable, please indicate accordingly. Each application may take up to one (1) month to be processed.

For enquiries, please contact the following officers:-

Capt. Lim Khok Cheng, Controller (Ship & Port Security) - 6325 2471 [Khok\\_Cheng\\_LIM@mpa.gov.sg](mailto:Khok_Cheng_LIM@mpa.gov.sg)

**Mail the application form and all supporting materials to:**

**The Port Security Department  
Port Division  
Maritime & Port Authority of Singapore  
#19-00 Tanjong Pagar Complex  
7B Keppel Road  
Singapore 089055  
Fax : 6325 2454**

### PART I – COMPANY DATA

**1 General**

(a) Registered name of company

(b) Correspondence Address

Tel :

Fax :

(c) Company Reference Number  
(RCB reference number for Singapore firms/companies)

Date of Registration/  
Incorporation

Registered/Incorporated as :

Sole Proprietorship

Partnership

Private Limited

Others (please specify)

(Please enclose a copy of company's latest RCB search or Instant Information)

(d) Business Activity (apart from provision of ferry services)

(e) Number of Employees

(f) Ferry Fleet Size

## 2 Capital Structure

(a) Authorised Capital S\$ (if applicable)

(b) Paid-up Capital/ Invested Capital \* S\$

*\* Please indicate invested capital for sole proprietorships/partnerships*

(c) Particulars of Directors & Principal Officers

Name	Nationality	NRIC / Passport No.	Designation	Address

(d) Particulars of Sole Proprietor / Partners / Shareholders

Name / Name of Firm or Company	NRIC / Passport No. / Business Registration No.	Address	No. & % of Shares

*If companies are registered in Singapore, please provide a copy of latest RCB search or Instant Information.*

**3 Operational Particulars**

Name(s) of Ferries <sup>1</sup> Used for Ferry Services to and from Singapore	Flag of Registry	Call Sign	Gross Tonnage
<i>Please attach as separate sheet as Appendix A</i>			

**PART II – DETAILS OF FERRY SERVICES TO BE OPERATED BY APPLICANT**

**4 Provision of Ferry Services To and From the Following Regional Destinations :**

Arrival from which regional destination to which ferry terminal in Singapore	Number of trips / week	Endorsement signature by Terminal Operator <sup>2</sup>	Departure from which ferry terminal in Singapore to which regional destination	Number of trips / week	Endorsement signature by Terminal Operator		
<i>Please attach a separate sheet as Appendix B</i>							

Please provide, in a separate sheet, details of the system of security measures to be implemented by the applicant as required under paras. 8 to 11 of the licensing conditions attached overleaf. The security measures shall be subject to the approval of MPA and/or other relevant government agencies. Applicant should indicate the start date for the implementation of the security system outlined above to facilitate checks by the relevant government agencies.

*(Guidance for preparing details of security system attached)*

<sup>1</sup> To include following details:

- (a) Construction Material (aluminium, steel, fibreglass or wood?)
- (b) Year of construction
- (c) Is vessel a high speed craft
- (d) Number of Crew and Passenger Capacity

<sup>2</sup> Regional ferry operator to provide written opinion from terminal operator for the proposed ferry services per week

- 6 Please provide the particulars of Liaison Officer(s) for all matters pertaining to this application and the licence:

**Main Liaison Officer**

Name:	Designation:
Tel No.	Handphone:
Fax No.	E-mail

**Alternate Liaison Officer**

Name:	Designation
Tel No.	Handphone No.
Fax No :	E-mail

**Company Security Officer**

Name :	Designation :
Tel No :	Handphone :
Fax No :	E-Mail :

**PART V – DECLARATION BY APPLICANT**

7 I declare that :

- i) the facts stated in this application and the accompanying information are true and correct to the best of my knowledge and that I have not withheld/distorted any material facts. I understand that if I obtain the licence by false or misleading information, I may be subject to prosecution and the Maritime and Port Authority of Singapore may, at its discretion, suspend or revoke the licence immediately.

and

- ii) that should a licence be granted, the company agrees to be bound by the Standard Terms and Conditions of the Licence for Companies Operating Regional Ferry Services, and to inform MPA immediately in the event of any changes in the particulars set out in this form.

\_\_\_\_\_  
**SIGNATURE OF SOLE PROPRIETOR /  
PARTNER / DIRECTOR / PRINCIPAL  
OFFICER \***

\_\_\_\_\_  
**COMPANY STAMP (where applicable)**

\_\_\_\_\_  
**NAME (IN BLOCK LETTERS)**

\_\_\_\_\_  
**DATE**

*\* Please delete where not applicable*

## GUIDANCE FOR PREPARING WRITE-UP OF SECURITY SYSTEM

### Security Measures (Para. 8 of Licence Conditions)

Item
Submit copy of the International Ship Security Certificate (ISSC) and details of Recognised Security Organisation (RSO) that carried out the Ship Security Assessment and Plan.
Details of security measure on the following: a) protection of ferry against unlawful activities; b) protection of passengers against unlawful activities; and c) procedures to observe suspicious object, behaviour or incidents.

### Security Measures (Para. 9 of Licence Conditions) – Checks on Baggage

Item
Details of the system of baggage tagging for the purpose of identification and verification between a baggage and its owner-passenger.
Procedure to ensure that baggage that is not identified with a passenger on board is not carried on board the ferry.
Procedure to off-load any untagged, unidentified or unaccompanied baggage from the ferry.
Details to ensure that an authorised person checks all baggage that is brought onto the ferry.
Details of security screening equipment e.g. explosive sniffers, to check suspicious baggage before they are allowed on board the ferry.

### Security Measures (Para. 10 of Licence Conditions) – Checks on Persons

Item
Procedure on the verification of passengers boarding the ferry e.g. checks by means of boarding pass and travel documents prior to boarding.
Procedure to check suspicious passengers boarding the ferry.

### Security Measures (Para. 11 of Licence Conditions) - Access Control Measures

Item
Identify critical areas or parts of ferry.
Describe measures in place to prevent unauthorised access to critical areas or parts of ferry.
Brief detail of access control measure to prevent unauthorised persons from boarding the ferry.
Details of security patrols and duties at all times to prevent unauthorised entry by persons.

## STANDARD TERMS AND CONDITIONS OF LICENCE FOR FIRMS/COMPANIES OPERATING FERRY SERVICES (“LICENCE”)

Any person who wishes to operate ferry services to and from Singapore must obtain a Licence from MPA subject to the terms and conditions (“Terms”) set out herein. In these Terms “port” shall have the same meaning as in the Maritime and Port Authority of Singapore Act (Cap. 170A).

### PART 1: THE LICENCE

#### 1. Application

- 1.1 All applications for a Licence shall be on the prescribed form (the “Licence Application Form”), accompanied by such documents and other information as may be required by MPA. All duly completed Licence Application Forms together with supporting documents, if any, shall be submitted to MPA at the address indicated on the Licence Application Form. Submitted documents will not be returned by MPA.
- 1.2 All applications shall be subject to MPA’s approval. MPA is under no obligation to issue a Licence and any Licence issued is at the sole and absolute discretion of MPA. MPA reserves the right to refuse, reject or withhold its approval in respect of any and all applications and is not obliged to give any reasons in respect thereof.
- 1.3 Where an application for a Licence is approved, MPA shall notify the applicant, and subject to the requirements of sub-Clauses 6.1 and 8.2 below, issue the successful applicant a Licence to operate ferry services to and from Singapore. No applicant shall commence operating a ferry service until a Licence has been issued to him by MPA. In these Terms, “Licensee” shall mean a person to whom a copy of the Licence has been issued.

#### 2. Period of Licence

- 2.1 Subject to earlier termination or cancellation under these Terms, a Licence shall be valid for a period of one (1) year.
- 2.2 If a Licensee wishes to renew the Licence, the Licensee shall make an application by letter on the Licensee’s letterhead to renew the Licence not later than one (1) month before the expiry of the Licence.
- 2.3 MPA is under no obligation to renew a Licence and any such renewal is at the sole and absolute discretion of MPA. MPA reserves the right to refuse, reject or withhold its approval in respect of any renewal and is not obliged to give any reasons in respect thereof. Where MPA decides to renew a Licence, it shall be renewed for such period, and be subject to such terms and conditions, as MPA deems fit.

#### 3. Licence not Transferable

A Licensee may not transfer, assign, share, part with or otherwise dispose of any of its rights, duties, liabilities, obligations and privileges under the Licence.

#### 4. Modification of Licence

- 4.1 These Terms may be changed, added to, amended or modified by MPA without notice or compensation of any kind, provided such change is communicated to the Licensee in writing. Upon written communication by MPA of any change, addition, amendment or modification to these Terms, such change, addition, amendment or modification shall bind the Licensee if the Licensee does not terminate the Licence as provided in sub-Clause 4.2 below within fourteen (14) days of such communication.
- 4.2 A Licensee may, within fourteen (14) days of receipt of such communication, terminate the Licence by notice in writing to MPA if the Licensee is not agreeable to any change, addition, amendment or modification to these Terms. The termination of the Licence under this sub-Clause 4.2 shall not entitle the Licensee to compensation of any kind.

#### 5. Suspension or Cancellation of Licence

- 5.1 If MPA is satisfied that a Licensee has contravened any of these Terms, MPA may cancel or suspend the Licence for such period as MPA thinks fit without compensation of any kind.
- 5.2 The period of suspension of the Licence, if any, shall constitute part of the term of the Licence as set out in sub-Clause 2.1 above and the Licensee shall not receive any extension of such term upon a lifting of the suspension by MPA for whatever reason.

6. Payment of Fee

- 6.1 A Licensee shall pay such fee to MPA as may be communicated by MPA (the "Licence Fee"), for the grant of the licence.
- 6.2 Where the Licence Fee remains unpaid for more than 14 days after the notification by MPA of the approval of any application for the grant or renewal of a Licence, MPA shall then revoke such approval without any further notice.
- 6.3 All fees, costs and charges payable to MPA under a Licence are exclusive of Goods and Services Tax (GST).

**PART 2: LICENSEE'S OBLIGATIONS**

7. Provision of Ferry Services

- 7.1 A Licensee shall ensure that its ferries do not carry, when they are in the port, any passengers who have embarked onto such ferries directly from other vessels.
- 7.2 A Licensee shall obtain prior written approval from MPA before starting any new ferry service to and from Singapore. A Licensee shall seek terminal operator's written support for the frequency of services, in a separate endorsement to be attached to the Licence Forms, before seeking MPA's approval for the same. MPA reserves the right, at any time, with prior written notice to a licensee, to require such Licensee to change the frequency of any services it had previously approved without compensation of any kind.
- 7.3 The grant of a Licence shall not be construed as a guarantee to a Licensee of the availability of berths at any terminal.

8. Security measures and duties

- 8.1 A Licensee shall ensure that all its ferries entering or within the port comply with the requirements SOLAS Chapter X1-2 and the International Code for the Security of Ships and Port Facilities ("ISPS Code").
- 8.2 A Licensee shall implement a system of security measures designed to protect its ferries and the passengers thereof from the effect of any unlawful activities, as proposed under Part III of the Licence Application Form, to the satisfaction of MPA and/or other relevant government agencies, before a Licence is issued by MPA in accordance with sub-Clause 1.3 above.
- 8.3 A Licensee shall ensure that all ship security duties pursuant to the ISPS Code or proposed under Part III of the Licence Application Form are duly carried out when in the port. A Licensee shall appoint, in respect of each of its ferries operated pursuant to a Licence, a person, who may be an officer or an engineer working on board the ferry, to be responsible for the security measures on the ferry when in the port.

9. Checks on Baggage

- 9.1 A Licensee shall implement a system, to the satisfaction of MPA and/or other relevant government agencies, that ensures that all baggage brought or is onboard its ferries in the port, is or has been (a) checked by an authorised person, physically or through the use of appropriate security equipment, and (b) tagged in a manner which allows it to be identified with the owner. For the purpose of Clause 9, "owner" shall mean the person who has checked-in or carried the baggage on board the ferry and is identified as the owner by the baggage tagging system.
- 9.2 A Licensee shall not allow any baggage that is not identified with an owner to be carried on board its ferries when in the port.
- 9.3 A Licensee shall ensure that its ferries do not carry, when in the port, baggage which has not been checked in accordance with this clause 9 and such other requirements as may be communicated by MPA and/or other relevant government agencies.
- 9.4 Where any baggage of the type referred to in sub-Clauses 9.2 and 9.3 above is discovered by the Licensee on board any of its ferries in the port, the Licensee shall notify the Port Master and / or Singapore Police Coast Guard immediately and arrange for such baggage to be removed in accordance with the instructions of the Port Master.

10. Checks on Persons

A Licensee shall ensure that its ferries do not carry, when in the port, passengers and crew who are without proper boarding passes and/or valid travel documents, as applicable. A Licensee shall also prevent the boarding of suspicious persons, and conduct checks on any passengers, whom it has reasonable cause to suspect, is or has been concerned in any unlawful activity, or in respect of whom he has received a reasonable complaint or credible information, or whose boarding may pose risk to the safety of the ferry or persons onboard. A Licensee shall also comply with any directions regarding checks and searches on passengers as may be given by MPA and/or other relevant government agencies, from time to time.

11. Access Control Measures

11.1 A Licensee shall ensure that no unauthorised person is found in any critical part of any of its ferries, including a navigation bridge and engine room, when in the port.

11.2 A Licensee shall ensure that all entrances into its ferries are manned and monitored at all times when in the port to prevent any unauthorised entry.

12. Management of Crew

A Licensee shall ensure:

- (a) that all crew on board its ferries, when in the port, comply strictly with:
  - (i) all written laws of the Republic of Singapore;
  - (ii) any directions given by MPA or the Port Master from time to time; and
  - (iii) all relevant safety precautions, guidelines, instructions and requirements of MPA and other relevant government authorities;
- (b) that its ferry masters attend such passenger ferry safety training course conducted or approved by MPA;
- (c) that its ferry masters submit themselves to practical tests and interviews to be conducted by MPA whenever MPA sees fit. In particular, MPA may conduct such tests or interviews to determine that the ferry masters are familiar with navigation in the port waters, to MPA's satisfaction; and
- (d) that its ferry masters and crew submit themselves to medical and eyesight tests at such intervals as may be determined by MPA and submit the medical reports containing the results of such tests to MPA. MPA may require such tests to determine that the medical and eyesight conditions of the ferry masters and crew are to MPA's satisfaction.

13. Management of Ferries

13.1 A Licensee shall ensure that all its ferries comply with applicable speed limits when entering, leaving or navigating within the port.

13.2 A Licensee shall ensure that all its ferries comply with MPA's safety assessment requirements when in the port.

13.3 A Licensee shall ensure that its ferries meet all Port State control or Flag State control requirements (in the case of ferries registered in Singapore) when in the port.

13.4 A Licensee shall submit to MPA the Search and Rescue (SAR) co-operation plans for the ferries plying on fixed routes approved by the Flag State.

13.5 A Licensee shall ensure that its ferries are in a seaworthy condition for the carriage of passengers to the satisfaction of MPA.

13.6 A Licensee shall maintain its ferries, machinery and equipment in a thoroughly safe and efficient operating condition to the satisfaction of MPA.

14. Licenses and Certificates for Ferries and Crew

A Licensee shall ensure that all crew on board its ferries have the necessary licences and certificates when in the port.

15. Communications Equipment

A Licensee shall ensure that each of its ferries is equipped with serviceable Very High Frequency (VHF) equipment and with portable VHF equipment which would allow them to communicate on such channels as may be designated by MPA when in the port.

16. Provision of Information

A Licensee shall provide MPA with any such information, material or forecasts within its knowledge, custody or control relating to the provision of ferry services, pursuant to the Licence as MPA may by notice require for the proper exercise and discharge of its functions, duties and powers.

17. Provision of Assistance in Emergencies and Exercises

17.1 A Licensee shall provide assistance to MPA when its ferries are in the port to deal with any incident, disaster or emergency. Due compensation will be provided by MPA.

17.2 A Licensee shall provide assistance to MPA when its ferries are in the port in the event of any exercises pertaining to national security and exercises related to ferry mishap, fire and oil pollution.

17.3 A Licensee shall make available its ferries and crew required by MPA under sub-Clauses 17.1 and 17.2 above and shall ensure that the crew cooperates fully with MPA. A Licensee who is unable to provide assistance under sub-Clauses 17.1 and 17.2 above shall immediately notify MPA of its reasons for failing to do so. Where such reasons are accepted by MPA, the Licensee shall be deemed not to be in breach of its obligation under sub-Clauses 17.1 and 17.2 above.

18. Facilitate Boarding of Ferries

A Licensee shall allow officers of MPA and/or other relevant government authorities, to board any ferry of which the Licensee is the operator, for the purpose of conducting checks for compliance with these Terms. A Licensee shall facilitate the deployment of security officers in support of any national security operations.

19. Indemnity

A Licensee shall indemnify and keep indemnified MPA, its employees and agents against all claims, actions, liabilities, losses, damages, costs and expenses whatsoever arising or resulting from any act, omission, default, negligence or breach of the Licensee or any agent or employee of the Licensee.

20. Compliance

20.1 A Licensee shall comply with the laws of the Republic of Singapore.

20.2 A Licensee shall comply with any direction given by MPA from time to time.

21. Other Licences

Nothing in a Licence shall be taken as discharging a Licensee from its obligation to obtain any other licences, approvals, permissions and consents which may be required under any other written law.

22. Insurance

22.1 A Licensee shall maintain a policy of insurance with an insurer approved by MPA or furnish to MPA other financial security, including a guarantee from a Singapore bank, to cover its liabilities with respect to death or personal injury to passengers and damage to third party property, on terms approved by MPA, provided always that MPA may require any subsequent modification pursuant to sub-Clause 22.2 below.

22.2 Where MPA notifies a Licensee that MPA requires any modification of the insurance or other financial security in sub-Clause 22.1 above, the Licensee shall, no later than 60 days (or such longer period as MPA may allow) from the date of the notice, ensure that such modification is made.

23. No Compensation

MPA shall not be liable in any circumstances to compensate a Licensee for any loss, damage or cost sustained by the Licensee in the performance of its obligations and duties and the discharge of its liabilities under a Licence.

[End]