



## TERMS AND CONDITIONS OF SALE AND PURCHASE OF TICKETS

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- 1 The following expressions shall have the following meaning:
  - (1) **"the Company"** refers to Tall Ship Adventures Pte Ltd and its successors and assigns.
  - (2) **"the Contract"** means this contract made between the Parties for the sale and purchase of the Ticket or Tickets.
  - (3) **"the Event"** means climbing the ship's rigging that is held on the Vessel, informed by the Company through the Company's website or by other means, subject to changes or withdrawal which may be made by the Company without notice.
  - (4) **"Guests"** means the Purchaser and/or its employees, agents, contractors, guests and other persons invited or permitted by the Purchaser and the Company to enjoy the Event.
  - (5) **"Purchaser"** means the person who purchased the Tickets from the Company whether for the participation of itself or of its Guests, which person (if an individual) shall be not less than 21 years of age, and **"Purchasers"** means all such persons.
  - (6) **"Parties"** refers to the Purchaser and the Company, and **"Party"** refers to either of them.
  - (7) **"Ticket"** or **"Tickets"** means the ticket or tickets sold by the Company and purchased by the Purchaser for enjoyment of the Event.
  - (8) **"Vessel"** means the vessel known as the Royal Albatross.
- 2 It shall be the responsibility of the Purchaser to ensure that any booking for the Tickets is made by the Purchaser personally or by the person authorized by the Purchaser to do so and the Company may but shall not be obliged to verify the identity of the Purchaser or the authority of such person. The Company's approval of the Purchaser's booking for the Event shall be subject to these terms and conditions and the **Bookings Terms and Conditions**, and the **Event Terms and Conditions** (if any) and other terms and conditions imposed by the Company from time to time. Any conflict between these terms and conditions and other terms and conditions will be resolved by giving precedence to these terms and conditions.
- 3 The Purchaser shall make payments for the Tickets in such sums and in such manner as may be required or permitted by the Company from time to time, and upon such terms and conditions as informed by the Company through the Company's website or by other means deemed by the Company to be appropriate. The Purchaser and its Guests may not enjoy the Event until all payments for the Tickets are received by the Company in full, at the times and by the payment method required by the Company.
- 4 Where the Event is to be enjoyed by any Guest, the Purchaser shall within the period set by the Company:
  - (1) deliver an accurate and complete list of its Guests to the Company in the manner and form required by the Company
  - (2) indicate in such list, any physical, medical, mental, or nervous conditions, injuries, maladies and dietary restrictions of its Guests and inform the Company of any other matter which may affect the Company's decision whether or not to permit any Guest to participate in the Event or to board or remain on the Vessel or the Company's premises or on the terms and conditions of such permission. Notwithstanding the foregoing, the Company may accept the Purchaser or its invitee as a Guest or may agree to assist the Purchaser or its invitee to participate in the Event or to board, move on or remain on the Vessel or disembark from the Vessel notwithstanding that the Purchaser or its invitee was not listed as required or suffers from any malady or restriction or the Company knows of any matter described above. If the Company chooses to do so for any reason:

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- (a) the Purchaser shall bear the risk and expense of any measures taken by the Company to enable the Company to do so; and
- (b) without prejudice to the rights of the Company under Condition 8, the Company shall not be liable for any claim made by the Purchaser or such Guest for any injury or death suffered by them while participating in the Event or boarding or being assisted or remaining on or disembarking from the Vessel and the Purchaser shall, without prejudice to Condition 8, indemnify the Company and its employees, agents and contractors against such claims.
- 5** The Purchaser will not provide or procure any third party to provide any supplies, service or facilities for consumption or use on the Vessel, except as may be approved by the Company at its discretion. Even where the Company approves any supplies, services and facilities provided by the Purchaser or a third party, the Company will not be responsible or liable for any losses, damages or injuries resulting from the same.
- 6** The Purchaser will ensure that:
- (1) it complies with and observes the **Purchaser's Rules of Conduct** set by the Company from time to time;
  - (2) it communicates to all Guests, all requirements of the Company where relevant to the Guests;
  - (3) it makes all necessary travel arrangements for all Guests, to and from the points of embarkation and disembarkation from the Vessel and all laws, government regulations and orders associated with all points of travel are complied with in respect of all Guests;
  - (4) only persons named in the list of Guests provided by it to the Company under these terms and conditions will embark onto the Vessel and participate in the Event;
  - (5) such persons shall receive and accept the advisory and declaration issued by the Company to Guests (including the waiver form required by the Company) at the times and in the manner set by the Company.
- 7** The Purchaser shall and shall ensure that all Guests shall at all times during participation in the Event or embarkation onto or disembarkation from the Vessel and while on the Vessel:
- (1) comply at all times with the reasonable instructions of the master and crew of the Vessel who shall at all times remain in command and control of the Vessel;
  - (2) conduct themselves in such a manner as may not cause loss, damage, danger, distress, offence, annoyance or inconvenience to themselves or to any other person (including the Company, its employees, agents and contractors) or as may subject the Company to prosecution or action by the relevant authorities;
  - (3) have the mental and physical fitness to participate in the Event; and
  - (4) comply with such advisory and declaration and the safety, health, environmental, security, regulatory and other directions, instructions and requirements of the Company, its employees, agents and contractors.
- 8** The Parties recognise that the Event is held on the open decks of a traditional sailing ship to provide the Guests with a unique outdoor experience. The Vessel and its many masts, sails, ropes, pulley blocks, lines, chains, yards, booms, spars, pin rails, rigging and safety, life-saving, navigation, communications, maneuvering, anchoring and signaling equipment are actively used during the Voyage by the crew to operate the Vessel who pull on the ropes, climb the masts and work overhead as the Vessel responds to the wind and the waves. To provide an interesting experience and allow Guests to observe the crew at work, there are no physical barriers obstructing Guests' view of the sea or separating Guests from the crew or the Vessel's equipment while they work.

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Guests will be in a dynamic environment unlike that of any other vessels they may be familiar with such as ferries or cruise ships or on land. The Company has identified some foreseeable adverse events in the **Royal Albatross Guest Safety Rules** which are also available at <https://www.tallship.com.sg/safetyrules.pdf> and at our office and before boarding the Vessel in respect of which Guests must take their own reasonable precautions to ensure the safety of themselves and others. Accordingly, the Purchaser must advise Guests of the foreseeable adverse events and take and require Guests to take reasonable avoidance measures – some of which are also listed in the **Royal Albatross Guest Safety Rules**. Generally, Guests must comply with the crew's reasonable instructions (if any) and must exercise caution at all times, such as by ensuring their own sure footing and holding on while moving around the Vessel and not touching or interfering in any way with the sailing equipment or other equipment of the Vessel. The Purchaser and any Guest that ignores the **Royal Albatross Guest Safety Rules** and/or does not take reasonable avoidance measures will be deemed to be negligent and the Purchaser and/or the Guest shall indemnify the Company and its employees for all resulting loss or damage of property or injury or death and against all actions, claims, demands, losses, damages and costs and expenses (including the solicitor and client costs of the claimant and the Company and its employees) made by any other Purchaser or Guest or any third party or suffered or incurred by the Company and its employees. Subject to the foregoing, the Company accepts responsibility for the proven negligence of itself or its employees but will not accept responsibility for the negligence of others. The Purchaser expressly acknowledges on its own behalf and on behalf of Guests that the provisions of this Condition satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act Cap 396 and that they shall be estopped from claiming the contrary at any future date in the event of any dispute with the Company or its employees concerning this Condition. If notwithstanding the foregoing provisions of this Condition, the Company or its employees are found by any competent court to be liable for any such loss or damage of property or destruction of any property or any injury or death of the Purchaser or any Guest, the aggregate liability of the Company and its employees shall not exceed any sum paid by the Purchaser to the Company.

**9** The Company may for any reason which need not be disclosed, refuse to permit any person to participate in the Event or embark onto or may require the Purchaser to immediately remove any employee, agent or contractor of the Purchaser or any Guest from the Vessel or the Company's premises, failing which the Company may do so, all with the Purchaser's co-operation and assistance and at the Purchaser's expense.

**10** If any form of recording takes place during the Event (including photography, video and/or audio recordings), the Purchaser hereby consents for itself and the Guests for their image or voice to be recorded at the event and for such recording to be used or quoted in materials printed by or for the Company and/or external media channels (including social media sites). The Purchaser may not disclose any information to any third party nor use for the benefit of any third party, any information in relation to the Tickets, the Contract or the Event or the Vessel which is not in the public domain, without the prior written approval of the Company (which approval will not be unreasonably withheld).

**11** Either Party may terminate the Contract:

- (1) immediately by notice in writing to the other Party upon the bankruptcy, winding up or dissolution, as the case may be, of the other Party or if the other Party shall enter into any arrangement with its creditors; or
- (2) by reasonable notice in writing to the other Party upon the failure of the other Party to perform its obligation under the Contract notwithstanding that such Party had been notified in writing by the terminating Party of its failure and had been reasonable time to remedy such failure.

The Company may terminate the Contract immediately by notice in writing:

- (a) upon the death of the Purchaser;
- (b) if the Purchaser shall be suspected or charged in any court with the commission of any offence punishable by imprisonment; or

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(c) if in the opinion of the Company, the Purchaser or any Guest has acted or may act in a manner prejudicial to the reputation or interests of the Company or other purchasers.

Notwithstanding the foregoing, the Company may at its discretion choose to suspend the Purchaser or its Guest from enjoyment of the Event for a period decided by the Company instead of terminating the Contract. The Purchaser shall not be entitled to any reduction or refund of any sum payable by the Purchaser to the Company under the Contract.

**12** The Purchaser acknowledges and agrees that the Contract and the Event are not intended and shall not be taken as granting to the Purchaser any legal or beneficial ownership or any other form of ownership or proprietary interest in the Company or its property including the Vessel.

**13** The Company reserves the right to amend these terms and conditions and the other terms and conditions referred to in Condition 2 and the advisory, declaration, directions, instructions, policies and requirements issued or required by the Company under these terms and conditions.

**14** The Purchaser may not assign, transfer or share its rights and obligations under the Contract without the prior consent of the Company.

**15** The Company may operate the Vessel and provide any goods or services in relation to the Event through or with any third party, in which case:

(1) the Purchaser agrees that the Company may disclose the personal data of itself and its Guests to such third party; and

(2) the provision of such goods or services shall be the responsibility of such third party and the Purchaser agrees that any dispute in relation to such goods or services is to be directed solely by the Purchaser to such third party.

Participation of any third party is subject to change without prior notice to the Purchaser.

Except for the foregoing, a person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Chap 53B) to enforce any of the provisions of the Act.

**16** The Contract and all matters related to or arising from it will be interpreted and governed by Singapore law and subject to the exclusive jurisdiction of the courts of Singapore.

**17** The Parties will endeavour to resolve any dispute arising out of or in connection with the Tickets, the Contract, the Event and/or any related agreements through friendly consultation. If no mutually satisfactory resolution can be reached within reasonable time, the Company may choose to refer the dispute on an exclusive basis for final resolution by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this provision.

## PURCHASER' RULES OF CONDUCT

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Every Purchaser shall on his own behalf and on behalf of all persons invited by the Purchaser and permitted by Tall Ship Adventures Pte Ltd ("**the Company**") to enter the Company's vessel or premises ("**Guests**"):

- 1 comply with and observe these **Rules of Conduct**, the **Terms and Conditions of Sale and Purchase of Tickets**, the **Bookings Terms and Conditions** and all other rules and terms and conditions imposed by the Company from time to time
- 2 take reasonable measures to ensure the safety and wellbeing of themselves and other persons attending events organised by the Company from time to time and to ensure the security and preservation of the property of the Company, themselves and such person at all times
- 3 conduct themselves at all times in a courteous, considerate and orderly manner, examples of which conduct include
  - not being or in danger of being under the influence of any illegal or intoxicating substance
  - not being dishonest, abusive, racist, argumentative, aggressive or behaving in any way considered by the Company to be offensive
  - being attired properly, as determined by the Company
  - ensuring children are accompanied and supervised by responsible adults at all times
  - not bringing onto the Company's vessel or premises any food or beverages provided by third parties
  - not smoking or imbibing alcohol except at places (if any) designated by the Company for such purposes
  - not bringing any motorized or wheeled mobility equipment onto the Company's vessel or premises, except with the prior permission of the Company and
  - not using flash photography in the direction of the crew of the Company's vessel
- 4 comply and observe the Company's decision (if any) to not serve food and/or beverage to the Purchaser and/or the Guests in the interests of the Purchaser, the Guests and/or any other person
- 5 not do or omit to be done or suffer or permit to be done or omitted, anything which the Company considers may bring the Company into disrepute or which may be prejudicial to the interests of the Company.



## BOOKINGS TERMS AND CONDITIONS

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These terms and conditions are applicable to bookings made for events which Purchasers of Tickets and/or their Guests wish to attend and are subject to the terms and conditions of sale and purchase of tickets and other terms and conditions imposed by the Company from time to time. Unless the context requires otherwise or unless expressly agreed otherwise, the expressions defined in the terms and conditions of sale and purchase of tickets will have the same meaning when used in these terms and conditions.

- 1 Before booking ("**Booking**") a Ticket for any event ("**Event**") organised by the Company from time to time, Purchasers are to ensure that they have read the programme and content of the Event to satisfy themselves that the Event will meet their needs.
- 2 Every Purchaser will make its Booking personally or by the person authorized by the Purchaser to do so. The Company may but shall not be obliged to verify the identity or the authority of the person making the Booking.
- 3 In any event, the Purchaser and its Guests may not enjoy any Event until all payments for any Booking are received by the Company in full by the time prescribed by the Company and by the payment method required by the Company.
- 4 No Purchaser may insert, delete or otherwise modify any term or condition of the Booking or the Event.
- 5 The Company will communicate with the Purchaser primarily via email to the email address provided by the Purchaser in the booking form or to any address provided by the Purchaser subsequently.
- 6 The Purchaser will communicate with the Company by such means and through the person authorised by the Company from time to time.
- 7 Upon the Company's approval of the Booking ("**successful Booking**") and the Purchaser's payment as required by the Company, there will be a legally binding contract between the Member and the Company in respect of the Event.
- 8 Where the Purchaser has successfully booked for an Event for attendance by its employee, the Company may accept substitution of the employee for attendance if the Purchaser has given written notice of the substitution within the time required by the Company.
- 9 Every Purchaser with a successful Booking will ensure that it receives instructions for joining the Event from the Company in sufficient time.
- 10 The Company will not be obliged to permit attendance of any Event by the Purchaser or any Guest if the Company finds that the ticket or other form issued by the Company as evidence of the successful Booking has been altered, tampered with or defaced.
- 11 The Company may change the content and timing of the Event for reasons beyond its control. The Company may cancel or postpone an Event if there shall be an insufficient number of attendees booked for the Event. The Company will endeavour to inform the Purchaser before the scheduled date of the Event and the Company will at its discretion, either refund fees paid by the Purchaser to the Company or credit such payment as payment by the Purchaser for another Event. The Company will not be liable for any consequential loss or the cost of any transportation or accommodation or any other cost or expenses that may have been incurred by the Purchaser and/or its Guests.
- 12 If the Purchaser with a successful Booking and/or its Guests does not attend the Event due to any reason, the Purchaser will not be entitled to any partial or full refund of any payment made by the Purchaser for the Event. If the Event is one at which a free or concessionary rate place was allocated for the Purchaser, the Company may decide that the Purchaser may be ineligible for such place in future or the Company may, at its discretion, allocate to the Purchaser a place at another event.