

## **TERMS AND CONDITIONS (PLEASE READ CAREFULLY)**

These are the Terms and Conditions which will apply to you when purchasing the E-Bus Ticket ("**E-Bus Ticket(s)**") with Causeway Link ("**Service Provider**").

These Terms and Conditions govern the relationship between you as a Customer ("**Customer(s)**") and the Service Provider for the service of carriage of your person and luggage on a preferred journey reflected on your E-Bus Ticket ("**Service**"). By purchasing the E-Bus Ticket through the Online Express Ticketing System ("**OETS**") operated by the Service Provider, you have unconditionally agreed to be legally bound by these Terms and Conditions that outlined, among other things, the refund, exchange and cancellation policy together with certain limitations of liability and disclaimers.

### 1. **FORMATION OF CONTRACT**

For the avoidance of any doubt, by making a purchase through the OETS on the official website of the Service Provider- **www.causewaylink.com.my**, the Customer named on the E-Bus Ticket including minors and person under a disability (through lawful guardian) have accepted to be bound by these Terms and Conditions herein contained. An online payment by the Customer will be accepted by the permitted/ authorized agent of the Service Provider and thereafter the Customer is to print out the E-Bus Ticket as a confirmation of the purchase. It is at this point that a contract between the Service Provider and the Customer comes into existence.

### 2. **CONFIRMATION OF TRANSACTION (E-BUS TICKET)**

2.1 All Customers are to make sure that there are no errors with regards to the traveling particulars such as the date, time and destination before making the online payment.

2.1 It must be noted that, pursuant and subject to Section 5 hereunder, mistake or erroneous belief will not be an excuse or reason for any refund, cancellation or last minute exchange.

### 3. **ISSUANCE AND COLLECTION OF VALID BOARDING TICKET**

All Customers must present their printed E-Bus Tickets together with the credit cards or Identification Cards used to make the online purchases, to the authorized sales counters of the Service Provider at the preferred boarding points reflected on the Customers' respective E-Bus Tickets. The ticketing staffs at the sales counters will then exchange each of the E-Bus Tickets presented to them with a valid boarding ticket to travel ("**Boarding Ticket(s)**").

### 4. **VALIDITY**

4.1 A valid ticket is a Boarding Ticket which has been exchanged and collected by a Customer in accordance with Section 3 herein. In other words, a Customer without a Boarding Ticket will not be allowed or permitted to board on the bus/vehicle.

4.2 Each Boarding Ticket is valid for One (1) Customer only.

4.3 All Boarding Tickets are only valid for the date and time specified on the same.

5. **CHILDREN**

Children must be accompanied by and under the supervision of adults at all times. Children under the age of Seven (7) may travel for free, if accompanied by a dedicated adult (1 adult: 1 child) as long as the child does not occupy a seat to the exclusion of a fare-paying Customer. Tickets must be purchased for children above the aforesaid age limit.

6. **REFUND, EXCHANGE AND CANCELLATION POLICY**

6.1 Subject to availability, if a Customer wishes to change the departure date and/or time for the Service or departure station and/ or arrival station, the Customer must present a valid and confirmed E-Bus Ticket at any authorized sales counter of the Service Provider at least Three (3) Days before the departure date reflected on the E-Bus Ticket. An additional fee of Ringgit Malaysia Five (RM5-00) or Singapore Dollar Five (SGD 5-00) will be charged as an administrative fee for refund or exchange. Customers are free to cancel the E-Bus Ticket at their own discretion; however, there will not be any entitlement for and right to any refund. The primary policy of the Service Provider is that once a ticket is sold either through the OETS or directly through any authorized sales counter, it is non-refundable under any circumstances.

6.2 For the avoidance of doubt, any ticket purchased for the below stated routes are not eligible for any refund, exchange and/or cancellation:

- a) Bukit Bintang – Legoland – Bukit Bintang; and
- b) Pengerang – Shah Alam – Terminal Bersepadu Selatan (“TBS”) – Pengerang
- c) Tuta / Taman U – Melaka Sentral – Tuta / Taman u
- d) Tuta / Taman U – Terminal Bersepadu Selatan (“ TBS”) – Tuta / Taman U

7. **EFFECT OF LATE ARRIVAL**

All Customers should arrive at the boarding point for a Service at least 30 minutes prior to the departure time for that Service. The Service Provider may let go the seat of the late Customer to another Customer or other available person, if the former were to arrive later than the scheduled departure time, in which case the late Customer will be considered to have missed the Service. The Service Provider shall not be liable to the late Customer in any way whatsoever if he/she missed any Service as a result of his/her late arrival for any reason whatsoever, among others – the Service Provider shall not be obliged to hold up any Service to wait for the late Customer, or to provide a seat on any other Service, or to refund to the late Customer the fare paid for the Service.

8. **LOSS OF TICKET**

No duplicate Boarding Tickets will be issued to replace lost or stolen tickets in any circumstances whatsoever.

9. **RIGHTS OF SERVICE PROVIDER**

9.1 The circumstances in which the Service Provider may refuse boarding to a Customer include, but are not limited to, any of the following circumstances:-

- a) Where a Customer is unable to produce a valid Boarding Ticket;
- b) Where a Customer arrives later than the scheduled departure time but before the departure of the bus/vehicle and his/her seat has been allocated to another Customer;
- c) Where a Customer is behaving in a manner which may cause property damage or that threatens the comfort and safety of other Customers or any other persons on board;
- d) Where a Customer is found to be carrying any combustible materials, dangerous substance, illegal drugs or fragile and/or oversized/ overweight luggage;

- e) Where the payment of the ticket fare was done through fraudulent ways, such as by using
  - f) stolen credit card (E-Bus Ticket), etc.;
  - Where the ticket has been purchased from any unauthorized agent or sales counter;
  - g) Where the E-Bus Ticket is found to be forged during the collection of the Boarding
  - h) Ticket;
  - i) Where the Boarding Ticket is found to be forged when boarding;
  - j) Where the travelling particulars on the ticket has been illegally altered/modified;
  - Where a Customer is deemed to be medically unfit to travel and may pose a health threat to other Customers on board.
- 9.2 If a Customer commits an act causing personal injuries or damage to properties, he/she shall compensate and/or indemnify the Service Provider and the affected Customers on board for all losses as a consequence of such unruly, reckless and willful conduct.
- 9.3 The Service Provider may at discretion, before the commencement or during a journey, restrain a Customer, requires such Customer to alight from the bus/vehicle, or take any other measures as the Service Provider considers necessary to prevent the continuation of certain conduct if the Customer's conduct is deemed to be offensive or a nuisance and discomfort to other Customers on board, or that the behavior is in such a way as to constitute a risk to his/her own safety or the safety of other Customers. The Service Provider shall have no further liability, responsibility and claim towards such Customer thereon and vice versa.

10. **CUSTOMER CONDUCT AND BEHAVIOUR**

10. All Customers shall behave in a reasonable and sensible manner on the bus/vehicle during a journey. Customers must not be abusive or behave in a threatening manner to other Customers on board or behave in a way which may endanger him/herself, or behave in a manner which may cause discomfort, inconvenience, damage, injury to other Customers, or to take onto the bus any alcoholic beverages or illegal drugs for the purpose of consuming them on the bus, or board on a bus whilst under the influence of alcohol or drugs.
10. In the event a Customer commits any of the wrong doings as stipulated herein, the Service Provider is entitled to exercise its rights as provided under Section 9.3.

11. **DEPARTURE POINT AND TIME**

The Service Provider reserves the right to vary/delay/cancel the Service without notice in advance, which the Service Provider deemed to be fit and necessary due to the occurrence of circumstances beyond the control and contemplation of the Service Provider.

12. **DELAYED ARRIVAL AT DESTINATION**

The Service Provider will not be responsible in any way whatsoever for any delay in arriving to a destination cause by traffic jams, road accidents, or some other unexpected and unavoidable events.

13. **LIMITATIONS OF LIABILITY**

- 13.1 The Service Provider will not be liable for any loss, damage, delay, inconvenience, direct or consequential loss, however caused to or suffered by the Customers.
- 13.2 Notwithstanding, the liability of the Service Provider is limited (except for death or personal injury, subject to Section 14.2) to a maximum of Ringgit Malaysia Two Hundred (RM200.00) only per passenger in aggregate for any luggage(s) lost from the luggage compartment of the bus during the journey, provided the relevant supporting documents to substantiate such lost are submitted to the Service Provider for verification in a timely manner. For the avoidance of doubt, this Section is not applicable for those small luggage(s) or bag(s) stowed in the overhead luggage/ bag compartment of the bus and for any lost due to theft. In any event, all claims and supporting documents shall be submitted to the Service Provider within seven (7) calendar days from the date of the journey.

14. **DISCLAIMERS**

- 14.1 All Customers are to be fully, entirely and absolutely responsible for their own luggage and belongings, including the loading and unloading of their luggage and belongings at the relevant arrival destination or custom checkpoint, where applicable. The Service Provider will not be liable for any loss suffered by the Customer in any way whatsoever even during the provision of the Service.
- 14.2 All Customers hereby acknowledged that the nature of the Service may involve a significant amount of personal risk (risk of travelling). The Customers hereby assumed all such risk and does hereby release the Service Provider (except when there is an element of gross negligence, fault and willful misconduct on the part of the Service Provider) from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks.

15. **OTHERS**

- 15.1 All Customers must be in possession of all the necessary travelling documents such as, valid passports required for entry and/or departure (passports must be valid for 6 months past the return date), identification cards, all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey (where applicable, for Malaysia <-> Singapore route). The Customers have full responsibility for obtaining all such documents, visas and permits prior to the start of the journey, and is solely responsible for any adverse consequences resulting from missing or defective documentations. In the event any Customer is to be held up at the immigration checkpoint for missing or defective documentation, the Service Provider has the right to continue the journey.
- 15.2 Each Customer is only allowed to bring on board Two (2) medium-sized luggage during the journey, the weight of both luggage must not exceed Fifteen (15) Kilograms. Extra charges to be determined by the Service Provider shall be applicable if this condition is not complied with.
- 15.3 All Customers are prohibited from bringing pets, regardless of size, onto the bus/vehicle.

15.4 Smoking and the consumption of any alcoholic beverages are strictly prohibited on the bus/vehicle at all times.