

Terms and Conditions

© Copyright 2013 Langkawi Ferry Line Ventures Sdn Bhd at rights reserved.

Unless otherwise specially stated herein, Langkawi Ferry Line Ventures Sdn Bhd shall retain any all title, rights and interests it may have in its trademarks, copyrights, other intellectual property rights and other rights in respect of connected to this website.

Everything contained in this website is protected by copyrights and, except as strictly provided and permitted in these Terms & Conditions and/or on the website, may not be used without the prior written permission of Langkawi Ferry Line Ventures Sdn Bhd.

Site Use

Langkawi Ferry Line Ventures Sdn Bhd permits you to use its website subject to the Terms and Conditions set out herein. By accessing any other page of this website, you indicate your agreement to be bound by these terms of use.

Langkawi Ferry Line Ventures Sdn Bhd reserves the right at any time and from time to time to modify or discontinue, temporary or permanently, the service or any part thereof from this website, with or without prior notice to you.

Langkawi Ferry Line Ventures Sdn Bhd makes no representation about the suitability of the information contained on this website for any purpose. All content of the pages on this website are provided for information only and without warranty of any kind. No responsibility or liability is accepted by or on behalf of Langkawi Ferry Line Ventures Sdn Bhd for any errors, omission or statements whether misleading or otherwise on these pages, including any feature or aspect of such website or pages, whether provided by Langkawi Ferry Line Ventures Sdn Bhd or by any other organization, company or individual or entity whatever the loss claimed or alleged.

Conditions of the Carriage **Issued July 2013**

1. As used in this conditions of carriage "ticket" means this passenger ticket and baggage check or in the case of an electronic ticket, this itinerary / receipt / electronic coupon / boarding document, issued by or on behalf of Carrier of which these conditions and notice from part, : "Carriage" is equivalent to "transportation". "carrier" means all sea vessels that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such sea carriage.
2. Carriage hereunder is subject to the provisions of The Merchant Shipping Ordinance, 1952 and the Orders made thereunder (any revisions thereto) and to the General Conditions of Carriage, Regulations, Timetables and Notice which are made part hereof and may be inspected at office of carrier on demand.
3. Carrier's name and address of carrier's owner/operator are as printed on the face of the ticket.
4. A Company issuing a ticket on behalf of Carrier does not so only as its Agent and shall not be liable for injury (fatal or non-fatal of passenger or any loss or damaged of passenger's personal effects and baggage. Howsoever caused at ferry terminal or on any carrier or arising out of the journey to which this carriage is related or for any delay, cancellation or rescheduling of the departure or arrival of any carrier.
5. Any exclusion or limitation of liability of carrier shall apply top and be for the benefit of agents, servants and representatives of carrier and any person whose vessel is used by carrier for carriage and its agents, servants and representatives.
6. Checked baggage will be delivered by the bearer of the baggage check.
7. The fare for carriage is subject to change prior commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.
8. Schedule and the time shown in time tables or otherwise are not guaranteed and are subject to change without notice. Carrier may without notice substitute alternate carriers or vessels and may alter or omit stopping places shown on the ticket in case of necessity. Carrier assumes no responsibility for making corrections.

9. Passenger shall comply with Government travel requirements, present exit, entry and other required documents and arrive at terminal by time fixed by carrier or, if no time fixed, early enough to complete departure procedures.
10. Carrier reserves the right to refuse carriage to any person who has acquired a ticket in violation of applicable law or carrier's tariffs, rules or regulations.
11. For safety reasons smoking is prohibited and articles such as those listed below shall not be carried in the passenger's baggage without consent of appropriate Authority and prior arrangement with Carrier.
 - Briefcases and attached materials (such as acids, alkalis, and wet cells batteries); Etiologic agents (bacteria, virus, etc.); Firearms, explosive, munitions, fireworks, and flares; Flammable liquids and solids (such as lighters or heating fuels, matches and articles which are easily ignited); Oxidizing materials (such as bleaching powder and peroxides, Poisons (such as cyanide, arsenic and weed killers); Radioactive materials; Other restricted articles (such as mercury, magnetized materials, offensive or irritating materials); Foul smelling items or produce; Any animal or pets.
12. Passenger shall not carry cargo other than personal effects.
13. This ticket is not transferable and only valid for trip, date and time as stated on the ticket only. Refund shall not be paid for expired unused tickets.
14. Carrier reserves the right to impose any charges deemed fit for any changes made to confirmed tickets.
15. Passenger shall not carry illegal drugs, other prohibited items or materials.

TERMS AND CONDITIONS OF CARRIAGE ("Terms and Conditions")

1. E-booking cannot be done sooner than 24 hours prior to time of departure.
2. Passengers booked and paid on-line with itinerary print-outs need to check in at the ferry Terminal 30 minutes for boarding. Failure to do so would result in cancellation of the booked ticket/s and no refund shall be entertained.
3. No amendment, cancellation and refund allowed for all confirmed tickets.
4. Langkawi Ferry Line Ventures Sdn Bhd cannot be held responsible for any tickets that are lost, stolen, damaged or destroyed and no refunds will be made or replacement tickets be issued in respect of these.
5. The time(s) of departure and/or arrival shown on itinerary print-outs, ticket, the timetable or elsewhere is not guaranteed. The said times and the service to which the itinerary, ticket and/or these Terms and Conditions may be delayed, cancelled or rescheduled at any time and from time to time without prior notice.
6. Passenger must ensure that all luggage, belongings or otherwise which are brought on board the ferry or vessel shall be free from defects and are safe, duly secured and suitable for carriage. Passenger shall not bring on board any animal, foul smelling article, prohibited drugs/substance, firearm, any explosive/combustible matter, or any item which in the opinion of the Ferry Owner and/or Operator are harmful, offensive, unlawful or inappropriate for carriage on board the ferry or vessel.
7. The Ferry Owner and/or Operator, including their respective 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 Terminal, on board any ferry or vessel, or in relation to the service to which this ticket and/or these Terms and Conditions relate. The foregoing includes but not limited to

personal injury (fatal or non-fatal), loss/damage to any property or article of or under the care of the Passenger, legal or other consultants' costs of the Passenger, 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 the Ferry Owner and/or Operator, including their respective employees, officers and representatives; and (ii) indemnifies and keeps indemnified the Ferry Owner and/or Operator, including their respective employees, officers and representatives, against any loss, damage, cost, expense, penalty or otherwise which may be suffered by any of them in the event any action, claim, demand, investigation, proceeding or otherwise is commenced by whomsoever against any of them for whatsoever reason.

8. A reference to "Ferry Owner and/or Operator" in these Terms and Conditions shall refer to the Ferry Owner and/or Operator named on the reverse side of this ticket, and if no such name appears, shall refer to the Ferry Owner and/or Operator for the time being who provides the services to which this ticket and/or these Terms and Conditions relate.
9. No failure by LFLV to enforce or rely upon any of these terms and conditions shall be constructed as a waiver or shall affect our right to enforce any other terms and conditions.
10. If any of these conditions shall become or be declared invalid or unenforceable by any tribunal or court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining conditions all of which shall remain in full force and affect.
11. Our employees and agents have no authority to waive or vary any of these conditions.
12. The contract shall be governed by Malaysia law and any dispute thereunder shall be determined in the Court of Malaysia.

IMPORTANT NOTICE AND OTHER CONDITIONS

1. Passenger is required to take note of the name of ferry or vessel, boarding time and departure gate, and to check-in 30 minutes before departure.
2. This ticket is not transferable and is only valid for the trip, date and time as stated on the ticket.
3. An Open Return ticket is valid for 3 months only from the date of issuance of ticket. Any ticket (including an Open Return ticket) not used shall be forfeited and monies paid are not refundable.
4. No amendment, cancellation and refund allowed for all confirmed tickets.
5. Smoking is strictly prohibited in the ferry or vessel.
6. LFLV has taken up a passenger liability insurance policy ("Policy") for passengers, which are available for sight upon request from LFLV. The Policy shall operate only while the Passenger takes a journey to which this ticket and/or these Terms and Conditions relate as a full fare-paying passenger (with insurance premium paid). The Policy shall not create any legally enforceable obligation against LFLV. LFLV shall in no event be under any liability of any kind or however arising by reason of anything done or not done by LFLV or its employee, officer or representative under or in pursuance of the coverage or contents of the Policy, and LFLV does not accept responsibility or give any warranty whatsoever as to the validity of the Policy. The Passenger shall be deemed to have accepted all provisions of the Policy and be bound thereby unless s/he elects to opt out of the Policy in writing to LFLV. No Passenger below the age of majority may elect to so opt out of the Policy without the written consent of his/her lawful parent/guardian.