

LTA.PROMPT - TERMS AND CONDITIONS OF USE

AGREEMENT AND AMENDMENTS

A. The Permit for Road Occupation Management Portal ("LTA.PROMPT") is owned and operated by the Land Transport Authority ("LTA").

B. These Terms and Conditions of Use may be changed from time to time at the absolute discretion of LTA. All changes will be posted on this page, and your use of this website after such changes have been posted will constitute your agreement to the modified Terms and Conditions of Use and of all the changes herein.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO THE USE OF THE LTA.PROMPT CAREFULLY.

GENERAL RULES

1. By accessing and using any part of LTA.PROMPT and /or using the online services, you shall be deemed to have expressly agreed to these terms and conditions of use. Use of this site/ LTA.PROMPT is expressly conditioned upon acceptance of these terms and conditions. If you choose not to accept any of these terms and conditions, please do not use this website and/or the online services.

2. This agreement represents the entire agreement between users of LTA.PROMPT and LTA and supersedes all and any other communications and representations (whether prior, contemporaneous or subsequent) and any course of performance or course of dealing, except as modified by a written agreement signed by an authorized official of LTA, or by LTA revising these terms and conditions of use (provided, however, that any such revision shall only take effect after the date of such revision).

3. LTA reserves the right to deny and/or terminate access and use of LTA.PROMPT to any person. The provisions relating to disclaimer and limitation of liability shall in any event, survive termination of this Agreement.

4. LTA.PROMPT shall only be used by you (the user) for the following:-

a) to perform electronic submission of application for permit to carry out works affecting public streets/areas. A unique number will be generated by LTA.PROMPT to acknowledge successful submissions;

b) to perform other relevant submissions related to the application to regulatory authorities such as LTA, Housing & Development Board (HDB), Public Utilities Board (PUB), Singapore Land Authority (SLA), JTC Corporation and National Parks Board (NParks);

c) to perform online tracking of submission status; and

d) such other feature / function as LTA may from time to time add to LTA.PROMPT.

5. Access to LTA.PROMPT is limited to the registered users only. All registered users hereby undertake not to permit or allow such access to any other person(s) and shall not under any circumstances, disclose any security information (including without limitation) logon name, password and account information to any other person.

6. Each registered user is only allowed to logon and access LTA.PROMPT once at any given point in time. Multiple and/or simultaneous access to LTA.PROMPT using the same account is strictly prohibited and may lead to termination of LTA.PROMPT services. As the LTA.PROMPT operates under limited resources, users must use the services provided responsibly.

7. The information found on any part of the LTA.PROMPT website cannot replace or substitute the services of trained professionals in any field, including but not limited to, civil engineering, architecture and legal matters.

DISCLAIMER AND LIMITATION OF LIABILITY

8. Only registered users of LTA.PROMPT are allowed access to services and information within the LTA.PROMPT web-site. Use of any services or information from LTA.PROMPT shall be at the users' own risk.

9. While LTA will use reasonable efforts to include accurate and up-to-date information and to ensure the reliability of LTA.PROMPT, all users of LTA.PROMPT hereby agree that :-

a) LTA.PROMPT and any information found on this website are provided on an "AS-IS" basis without any warranty (including fitness for a particular purpose) of any kind whether express or implied;

b) neither LTA nor the agencies participating in LTA.PROMPT warrant that any function on LTA.PROMPT will be uninterrupted or error free or that errors (if any) will be corrected or that the server is free from viruses or other harmful components;

c) LTA is not responsible for any delays, non delivery, inaccuracies or errors or loss of information (including non-receipt) that may occur in LTA.PROMPT and its functions and/or in the process of transmission (digital / electronic or otherwise) from the user to the LTA.PROMPT servers and vice versa. This clause shall apply notwithstanding the users' receipt of any acknowledgement generated by LTA.PROMPT;

d) any information submitted using LTA.PROMPT shall not be subject to any obligation of confidence;

e) LTA does not warrant compatibility between LTA.PROMPT (including this website) and the users' own software, hardware and other equipment and devices.

10. LTA shall in no event be liable for any damages, losses or expenses including without limitation, direct, indirect, special, or consequential damage or economic loss arising from or in connection with:

a) Any access, use or the inability to access or use this website, or reliance on the contents of this website;

b) Any system, server or connection failure, error, omission, interruption, delay in transmission, or computer virus;

c) Any use of or access to any other website linked to this website;

d) Any services, products, information, data, software or other material obtained from this website or from any other website linked to this website, even if LTA or its agents or employees have are advised of the possibility of such damages, losses and/or expenses.

NO UNLAWFUL OR PROHIBITED USE

11. As a condition of your use of the LTA.PROMPT, you hereby warrant to LTA that you will not use LTA.PROMPT for any purpose that is unlawful or illegal under any written law or prohibited by these terms and conditions, and such other notices as may be given by other authorities. You will also not use LTA.PROMPT in any manner which could damage, disable, overburden, or impair LTA.PROMPT or interfere with any other party's use and enjoyment of LTA.PROMPT.

12. In the event of such unlawful or prohibited use or breach of any of the terms and conditions herein, LTA reserves the right to look to you for full indemnity (including from any claims, actions, costs, legal fees and any other forms of liability) and to terminate your use of the LTA.PROMPT immediately without notice.

COPYRIGHT AND TRADE MARKS NOTICE

13. The materials located in this website including the information, trade and service marks and software programs (the "Contents"), are protected by copyright, trademark and other forms of proprietary rights. No part or parts hereof may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, adapted, modified, exploited or transmitted in any manner or by any means or stored in an information retrieval system without the prior written permission of LTA. You also may not, without LTA's permission, insert a hyperlink to this website or "mirror" any material contained on this website on any other server.

14. All trade marks and service marks displayed in this website are the property of LTA and where applicable, third party proprietors identified in the website. No right or license is given to any party accessing this website to download, reproduce or use any such trade marks or service marks. No such trade mark or service mark may be used as a link unless use of such trade mark or service mark is approved in advance by LTA in writing.

LINKS TO THIRD PARTY SITES

15. This website contains hyperlinks to websites which are not maintained by LTA. LTA is not responsible for the contents of those websites and shall not be liable for any damages or loss arising from use of and/or access to those websites. Use of the hyperlinks and access to such websites are entirely at your own risk.

16.. Hyperlinks to other websites are provided as a convenience to the user. In no circumstances shall LTA be considered to be endorsing or verifying such websites, nor shall LTA be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which this website is linked.

TERMINATION

17. You may terminate your LTA.PROMPT services at any time by giving a written notice termination to LTA at the address below. If you do not agree with these terms and conditions, as they may be amended from time to time, your sole recourse is to terminate your subscription to the service.

18. For avoidance of doubt, the obligation on the part of the user to pay any registration fee, subscription fee or charges for use of LTA.PROMPT shall survive termination of this Agreement. All amounts due and owing to LTA shall on termination of this Agreement become immediately payable.

GOVERNING LAW

19. These Terms of Use shall be governed and construed in accordance with laws of the Republic of Singapore.

ADDRESS FOR FURTHER ENQUIRY

20. Enquiries on LTA.PROMPT should be directed to:

LTA.PROMPT System Administrator
Road Works Regulation and Licensing Division
Land Transport Authority
71 Chai Chee Street
Block 1 Level 3
Singapore 468981
E-mail : lta-prompt@lta.gov.sg

REVISION

21. The terms and conditions were last revised on 11 February 2014.