

BINTAN RESORT FERRIES – TERMS AND CONDITIONS

IMPORTANT NOTICE TO ALL PASSENGERS:

ALL PASSENGERS SHOULD TAKE NOTE THAT THE TERMS AND CONDITIONS SET OUT BELOW APPLY TO ALL PASSAGES, FORM PART OF THE CONTRACT OF CARRIAGE BETWEEN THE PASSENGER AND BINTAN RESORT FERRIES, CONTAIN PROVISIONS EXEMPTING, EXCLUDING AND/OR LIMITING THE LIABILITY OF BINTAN RESORT FERRIES FOR AMONGST OTHER THINGS, DEATH, PERSONAL INJURY AND LOSS OF OR DAMAGE TO ALL PROPERTY, INCLUDING BAGGAGE, MAY BE AMENDED FROM TIME TO TIME WITHOUT NOTICE TO THE PASSENGER. PASSENGERS ARE ADVISED TO PURCHASE APPROPRIATE AND ADEQUATE INSURANCE TO PROTECT THEMSELVES AND THEIR PROPERTY.

1. Applicability

All carriage of passengers on ferries operated by Bintan Resort Ferries (hereinafter referred to as “BRF”), and all services undertaken by BRF are subject to the terms and conditions set out herein.

2. Definitions:

For the purposes of these terms and conditions, the following terms and/or phrases have the following meanings:

- a. ‘Athens Convention’ means the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea 1974.
- b. ‘Baggage’ includes luggage, hand-carry baggage, check-in baggage or any articles contained in the aforesaid items.
- c. “BRF” means Bintan Resort Ferries and includes but is not limited to BRF’s agents, servants, employees and representatives.
- d. ‘Contract of Carriage’ means the contract between BRF and the Passenger for the passage specified in the relevant document issued by BRF and includes the Reservation or Booking Form, whether on-line or not or the ticket, of which these terms and conditions form part thereof.
- e. ‘Passenger’ includes all persons whether named in the reservation and confirmation form or such other document issued by BRF and/or such other persons travelling on board the Vessel not in the capacity of an officer or crew member of the Vessel, including all infants, children and/or persons travelling with the Passenger.
- f. ‘Property’ means all other articles, items, goods, effects apart from Baggage, belonging to or brought on board the Vessel by, with or for any Passenger, including but not limited to bicycles, surfboards etc.
- g. ‘SDR’ means Special Drawing Rights as defined by the International Monetary Fund.
- h. ‘Vessel’ means such vessel or vessels employed to perform the Contract of Carriage.

3. Fares

- a. The current rates of fares are displayed on the website and at all BRF ticketing locations.
- b. All fares quoted by BRF are subject to change without prior notice.
- c. Adult fare applies to all passengers 12 years old and above. Children (including infants) below 12 years of age will be charged child fares.
- d. Peak and off-peak travel: Peak travel is on Fridays, Saturdays, Sundays, eve of Singapore Public Holidays & Singapore Public Holidays. Off-peak travel is from

Mondays to Thursdays, excluding eve of Singapore Public holidays & Singapore Public Holidays.

e. Seating Class

- i. Normal class refers to the regular seats available on all ferries.
- ii. Ocean Plus Class refers to Premium Seating in an exclusive private room on the upper deck. Eight seats are currently available on the vessel "ARUNG MENDARA". Seating on Ocean Plus Class is strictly subject to availability.

Round trip fares are inclusive of the levies, charges and fees amounting to S\$22.20 (2-way) and S\$12.10 (1-way) collected on behalf of the respective authorities.

- i. Terminal Taxes @ S\$8.00 (2-way) and S\$4.00 (1-way)
- ii. Security Surcharge @ S\$2.20 (2-way) and S\$1.10 (1-way)
- iii. Departure Tax @ S\$2.00
- iv. Fuel Cost Adjustment levy by Bintan Resort Ferries: S\$10.00 (2-way) and S\$5.00 (1-way)

All levies, charges and fees are subject to change by the respective authorities.

4. Booking of Seats:

- a. Full passenger details (name, passport number, date of birth, date of passport expiry, gender, nationality and country of residence) must be provided at the time of the booking.
- b. Booking is on a first-come-first-serve basis and is subject to availability.
- c. A Credit card authorization must be furnished for all bookings for payment of ferry tickets. (*Cardholder must be part of travelling party*)
- d. On-line booking:
 - i. If bookings are made on-line, confirmed or waitlisted bookings will be given a Reference Number. Retrieval of any booking for future amendment, cancellation or editing of Passenger details can be made using this Reference Number.
 - ii. Passengers are required to print the "Trip Details" page & present it during check-in. No tickets are required.
 - iii. On-line bookings can be made for a maximum of 10 persons per booking.
 - iv. On-line bookings must be made before 10 am on the day before departure date. Thereafter, on-line bookings will be closed.
 - v. After on-line bookings close, bookings may be accepted by faxing full passenger details and credit card number to BRF Reservations Office (Fax (65) 6542 4372).
 - vi. Booking information can be retrieved and viewed on-line at any time by using the Reference Number.
- e. Amendments to booking:
 - i. Amendment refers to change of departure date or time. A change in passenger's name is considered as cancellation.
 - ii. Amendment must be made in writing/fax or email to BRF. Notice of confirmation must be obtained from BRF to reconfirm the amendment.
 - iii. Amendments to confirmed bookings is subject to the following charges:
 1. No charge for amendments made more than 72 hours before departure date.
 2. Amendments made less than 72 hours before departure date are subject to a S\$5.00 charge per Passenger. For amendments made in Bintan, a S\$5.00 charge per Passenger applies for amendments made less than 72 hours before original time of departure date. The amendment charge is to be paid by cash by the Passenger at the Bintan Ticketing Counter.
 3. Strictly no amendments allowed for No-show bookings. Last check-in time at our counter is strictly **40 minutes before ferry departure time**. Passengers who check-in after the cut-off time will be classified as No-Show. Thereafter, BRF reserves the rights to cancel all confirmed seats. Passengers who miss their intended departure will have to purchase new tickets on the next departure time (subject to seat availability).

- f. Cancellation of Booking
 - i. Cancellations are to be made with the issuing agent. If, however, bookings were made online, cancellations may be made on-line up to 10 am the day before departure. For cancellations after 10 am the day before departure date, please send an email to the BRF Reservations Office at reservations@brf.com.sg.
 - ii. Cancellations to all bookings made less than 72 hours before departure date will be subject to a cancellation charge of 100 % of the applicable ticket fare.
 - iii. Notice of cancellation must be obtained from BRF to reconfirm the cancellation.
 - g. No Shows
 - i. Passengers who fail to check-in for the collection of boarding pass before (i) 40 minutes to departures from TMFT or (ii) 60 minutes to departures from BBT will be classified as "No Show".
 - ii. For "No Show" cases, the unutilized ticket automatically lapses and is void. No refund, amendment or re-issuance of ticket will be allowed.
5. Refunds
- a. In the event that a Passenger cancels the booking in accordance with Condition 4e., he/she will be entitled to a refund in the following amounts:
 - i. If the cancellation is made more than 72 hours before departure date, the passenger will be entitled to a full refund of the ticket fare.
 - ii. All claims for refunds will be subject to an administrative charge of S\$5.00 per person.
 - iii. Cancellation fee of 100% of ticket cost will apply to cancellations made less than 72 hours before departure date.
 - iv. No refund will be given for any No-Show.
 - b. There will be no on-line or over-the-counter refunds and any refund will be made in the following manner:
 - i. If payment is done via credit card, all refunds, less applicable charges will be processed after the intended departure date through credit reversal from the card-holders credit card.
 - ii. If payment is done via direct debit card, all refunds less applicable charges will be made by cheque mailed to cardholder's contact address provided at the time of booking.
 - iii. If payment is done via issuing agents, all refunds less applicable charges are to be claimed from the issuing agent
 - iv. Refunds will be effected not more than 6 weeks after date of intended departure.
6. Group Bookings
- a. Group booking is defined as 20 passengers or more traveling together on the same departure date.
 - b. Final number of seats required must be confirmed as well as full payment must be made 14 days before departure. If Group booking is made less than 14 days before departure date, full payment is required upon confirmation. Ferry tickets and confirmation will be issued only upon receipt of the full payment. BRF reserves the right to cancel any Group booking if the payment deadline is not observed.
 - c. Partial or total cancellation of a confirmed group booking is subject to cancellation charges as stated in paragraph 6e.
 - d. Full passenger details, including ticket numbers, must be furnished at least 7 days before departure.
 - e. Cancellation of Group booking:
 - i. Cancellation must be made in writing/fax or email to BRF.
 - ii. Notice of cancellation must be obtained from BRF to reconfirm the cancellation.
 - iii. The following cancellation charges are applicable:

more than 14 days before departure date	no charge (subject to min 20 adults or 70% of blocked seats)
less than 14 days before departure date	100% of ticket rate

- f. Amendments made **7 days before departure date** will be subject to S\$5 per amendment. Note that amendment applies only to date and time. Cancellation with a replacement will be charged as an amendment. All charges must be settled in full prior to group's departure.
- g. Strictly no amendments allowed 72 hours before departure date. Group will have to purchase new tickets at walk-in rates for all new/additional bookings.

7. Check-in & Boarding

- a. Check-in at Tanah Merah Ferry Terminal (TMFT), Singapore
 - i. Passengers are advised to check-in and collect boarding passes at BRF Ticket Counter at least one and ½ (1 ½) hour before departure time.
 - ii. Departure gate will close fifteen (15) minutes before departure time.
- a. BRF reserves the right to cancel confirmed bookings if passengers check-in later than forty (40) minutes before departure time.
 - ii. Departure gate will close fifteen (15) minutes before departure time.
- b. Check-in at Bandar Bentan Telani (BBT), Bintan
 - i. Passengers must confirm their return trip and collect boarding passes through their resort front desk.
 - ii. BRF reserves the right to cancel confirmed bookings if passengers check-in later than Sixty (60) minutes before departure time.
 - iii. Departure Gate will close fifteen (15) minutes before departure.
- c. Passengers who fail to check-in for the collection of the boarding pass (1) 40 minutes before departure from TMFT or Sixty (60) minutes before departure time from BBT will be classified as **"No Show"**. No refund will be given for no-show bookings.
- d. Strictly no amendments will be allowed for No-show bookings. Should the passengers miss their intended ferry, they will need to purchase new set of tickets for the next available departure (subject to seats availability).
- e. S\$5 will be charged to the passenger for the replacement of lost boarding pass.

8. Documents

- a. The Passenger must ensure that his/her passport is valid for entry and that it is valid for at least six months prior to departure.
- b. The Passenger shall comply with all travel and immigration requirements necessary in the country of destination and shall, if necessary obtain all necessary visas, licenses, permits, passes certificates or documents whether for health, immigration, customs or other purposes.
- c. Passage fares will not be refunded where the Passenger is refused embarkation or entry into country of destination by reason of his failure to obtain and/or possess a valid passport or other necessary documents.

9. Baggage and Other Property

- a. Baggage is separately checked-in at the respective baggage counters. Passengers are required to check-in their baggage 25 minutes before departure. Singapore Cruise Centre (SCC) is the baggage handling agent at TMFT while Bintan Resort Development Corporation is the handling agent at BBT.
- b. Each passenger is entitled to 1 hand-carry items, no larger than 70 cm x 51 cm x 34 cm each and not exceeding 10 kg and 1 sling bag.

- c. Each passenger is entitled to check-in baggage allowance of 20 kg. Any excess will be charged in accordance with rates levied by respective terminals up to a maximum of another 20 kg.
- d. Check-in baggage must be properly contained. All golf bags will be classified in the "compulsory check-in baggage" category.
- e. No cargo except personal effects/belongings are allowed on-board the vessel
- f. Other Property of the Passenger apart from baggage, including but not limited to bicycles and surfboards are subject to a carriage fee of S\$10.00 per piece and will only be allowed on board the vessel subject to availability of space.
- g. No animals/pets and foul-smelling items are allowed onboard the Vessel.
- h. No dangerous goods such as explosives, firearms, drugs, inflammable material, are allowed on board the vessel.

10. Change or Variation in Services

- a. BRF reserves the right to cancel or vary its services in any manner at its absolute discretion, without incurring any liability whatsoever.
- b. In particular, BRF may for any reason whatsoever and at any time:-
 - i. substitute another vessel for the scheduled vessel, whether or not owned by BRF or;
 - ii. permit the vessel to proceed by any route in any order, or proceed to or stay at any place or port or;
 - iii. delay the scheduled date and hour of sailing or disembarkation;
 - iv. provide seating to the Passenger different from that already assigned or provided to the Passenger without BRF incurring any liability whatsoever except as provided for in these terms and conditions.

11. Termination of Passage Contract

BRF may at any time for any reason whatsoever terminate the Contract of Carriage at any time before departure of the Vessel and (without prejudice to the generality of the foregoing) may terminate owing to the unavailability of the Vessel, whether through Charter or overbooking of seats, or otherwise, and BRF's only liability will be to refund to the Passenger the amount it has received for the Contract of Carriage, provided, however, that the termination was not caused by or in any way attributable to any breach by the Passenger of any of the terms and conditions herein or any act, neglect, default on his/her part.

12. Exclusion/ Limitation of Liability

- a. BRF shall be exempt from all liability in respect of any:
 - i. detention, delay, loss (whether direct, consequential, economic or otherwise), expense or damage of or to any Property and Baggage, whenever or wherever occurring, howsoever and by whomsoever caused and whether due to the neglect or default of BRF or otherwise; and
 - ii. death, personal injury, illness, detention, delay, loss of or to any Passenger whenever and wherever occurring, howsoever and by whomsoever caused and whether due to the neglect and default of BRF.
- b. Exclusion/ Limitation of Liability for loss and/or damage to Passenger's Baggage:
 - i. Without derogating from or in any way depriving BRF of the benefit of any exemptions and/or exclusions contained in the foregoing, if for any reason whatsoever, BRF does not rely, is unable to rely or is precluded from relying on any of the provisions of Clause 12 (a) above, BRF's liability for loss and/or damage to the Passenger's Baggage while on board the Vessel shall not exceed US\$250.00, subject to proof of amount of loss.
 - ii. BRF shall not be liable for any loss of cash kept in Baggage.
 - iii. BRF shall not be liable for any loss and/or damage to any gold, silver, silverware, jewellery, ornaments, watches, precious stones, works of art, or other valuables

kept in Baggage placed onboard the Vessel with no prior declaration of value made.

- c. Limitation of Liability for Death or Personal Injury to Passenger:
 - i. Without derogating from or in any way depriving BRF of the benefit of any exemptions and/or exclusions contained in the foregoing, if for any reason whatsoever, BRF does not rely, is unable to rely, or is precluded from relying on any of the provisions in Clause 12 (a) above, in the event of death or personal injury to Passenger, BRF shall be entitled to limit its liability in accordance with Article 7 of the Athens Convention as amended by Article II (2) of the Protocol of 1990 whereby the liability of the Carrier for the death or personal injury to a passenger shall in no case exceed 175 000 SDR per carriage and Article 7 as amended by Article II (2) shall be deemed to have been fully incorporated in these terms and conditions.
 - ii. BRF and the passenger may agree, expressly and in writing, to higher limits of liability than those prescribed in the foregoing provisions.
- d. Occurrences not on board the Vessel/ Services performed by independent contractors
 - i. BRF accepts no responsibility for the acts and/or omissions of independent contractors who are not agents or employees of BRF.
 - ii. The Passenger agrees that BRF shall not be liable whatsoever for injury, loss or damage to any person, Baggage, Property as a result of any act, omission or negligence of any of these contractors or any other person providing any of the off-ship services relating to the passage and the Passenger hereby releases and discharges BRF from any claims for such injury, loss or damage.
- e. Benefits of Exclusion/Limitation of Liability Clause
It is hereby expressly agreed that no servant, agent, employee, representative of BRF (including every sub-contractor whose services are from time to time utilized by and for the purposes of BRF) shall be under any liability whatsoever to the Passenger for any loss, damage or delay of whatsoever kind arising or resulting directly from any act, neglect, default on his part while acting in the course of or in connection with his employment or agency and without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to BRF or to which BRF is entitled hereunder shall also be available to BRF's servants, agents, employees and representative.

13. Notice of Claim

- a. Any claim for loss of life or personal injury shall be notified to BRF's personnel immediately upon disembarkation for assistance
- b. Any claim for loss of or damage to Baggage shall be notified to BRF (or Appointed Baggage Handling Agent) in writing on stipulated Baggage Damage/Loss Report as soon as the loss of or damage to Baggage is discovered.
- c. Unless notice of loss of or damage to Baggage is given:
 - i. before or at the time of disembarkation shall be prima facie evidence that the Passenger has received the Baggage in good order and condition and in the same quantity as when it was placed on board the Vessel and BRF shall be under no liability whatsoever for any loss or damage to the same
- d. Baggage Damage/Loss Report shall be handed to BRF Terminal Office (or Appointed Baggage Handling Agent)

14. Time Limits for Actions

- a. Any claims arising out of the loss of life or personal injury to a Passenger or for the loss and/or damage to Baggage shall be time barred and BRF shall be discharged from all liability whatsoever after a period of two (2) years, such period being calculated as follows:
 - i. In the case of personal injury, from the date such personal injury occurred or from the date of disembarkation of the Passenger, whichever is later;
 - ii. In the case of death of a Passenger occurring:
 1. before the time of disembarkation, from the date when the Passenger should have disembarked,
 2. after disembarkation, resulting from personal injury occurring during carriage, from the date of death, provided that this period shall not exceed three years from the date of disembarkation.
 - iii. In the case of loss and/or damage to Baggage, from the date of disembarkation of the Passenger to whom the Baggage belongs.
- b. The law of the court seized of the case shall govern the grounds of suspension and interruption of the limitation period but in no case shall the action or claim in tort be brought after the expiration of a period of three years from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.

15. Jurisdiction and Choice of Law Clause

- a. Any claim brought herein shall be submitted to the exclusive jurisdiction of the court of the Republic of Singapore.
- b. The terms and conditions contained herein shall be determined in accordance with the laws of the Republic of Singapore.

16. Indemnities

- a. Where the Passenger books or reserves the passage or otherwise deals with BRF through a sales agent, travel agent, tour operator or other intermediary (hereinafter referred to as a "Travel Agent"), the Passenger agrees and acknowledges that:-
 - i. the Travel Agent acts solely as the Passenger's agent and is fully authorized to act for and on his behalf in any matter whatsoever including but not limited to entering into a Contract of Carriage with BRF, collecting any ticket issued by BRF, making, amending or cancelling any reservation, signing any document whatsoever and paying and receiving any funds.
 - ii. all the terms and conditions herein shall form part of any Contract of Carriage concluded by the Travel Agent for and on the Passenger's behalf.
 - iii. BRF shall not be liable for any act, neglect or default of the Travel Agent.
 - iv. BRF shall not be liable to refund any monies paid by the Passenger to the Travel Agent for onward transmission to BRF or for other purposes which the Travel Agent failed to do or to re-issue any ticket which has already been issued and delivered to the Travel Agent.
 - v. In the event the Travel Agent fails to remit to BRF any monies paid to it by the Passenger for whatever reason, the Passenger shall be and will remain liable for the sums due to BRF.
- b. The Passenger shall reimburse and fully indemnify BRF and hold BRF harmless against all or any liabilities, losses, claims, damages, costs, expenses and/or delay of whatever nature, sustained or incurred by, or made upon BRF, whether directly or indirectly by reason of the Passenger's negligence, breach of duty or failure to comply with these terms and conditions.

17. Force Majeure Clause

- a. BRF shall not be liable for any loss (whether economic, consequential or otherwise), delay, expense, damage (whether direct or indirect) whatsoever arising from BRF's inability to perform the contract of carriage or any part thereof by reason of the occurrence of a Force Majeure Event.
- b. The term 'Force Majeure Event' shall mean any event, occurrence or circumstance reasonably beyond the control of BRF, including but not limited to the following occurrences:
 - i. acts of God, including but not limited to storms, lightening, rain and flood;
 - ii. strikes, lockout, stoppages or restraint of trade or labour, industrial action or labour difficulties or shortages from whatever cause, whether partial or general and whether or not BRF is party to these events;
 - iii. acts of terrorism;
 - iv. explosion, fire, collision, stranding or foundering of the Vessel or breakdown or failure of or damage to the Vessel or her hull, fittings, furnishings, machinery or equipment howsoever and wheresoever arising;
 - v. civil commotion, riot, insurrection, war, civil war, government restraint or requisition, political disturbance, rebellion, revolution, insurrection, military or usurped power, invasion, act of foreign enemies;
 - vi. acts, restrictions, regulations, bylaws, refusal to grant any licenses or permissions, prohibitions or measures of any kind on the part of any governmental authority, or inability to secure supplies including fuel;
 - vii. breakdown, failure or irregular functioning of or damage to any electrical or electronic hardware, equipment, machinery, components, including programmes or software employed by BRF; and
 - viii. import or export regulations or embargoes;

18. Conduct of Passengers

- a. The Passenger represents and warrants that he/she is fit to proceed and that he/she will not in any way be a nuisance to other Passengers and/or that his/her conduct will not in any way cause any inconvenience, endanger or impair the health, safety or reasonable comfort of any person or persons whether on board the Vessel or not, or endanger the safety of the Vessel and/or her fittings, furnishings, machinery, equipment or any part thereof.
- b. The Passenger, in the interest of international security and safety at sea and in the interest of the convenience of other passengers, agrees and hereby consents to a reasonable search being made of the Passenger's person and Baggage and other Property whether physically, by way of screening, scanning or otherwise and to the confiscation of any item which may, in the opinion of BRF, the Master and/or any officer on board the Vessel, inconvenience or endanger or impair the health, safety or reasonable comfort of any person or persons whether on board or not, or endanger the safety of the Vessel and/or her fittings, furnishings, machinery or equipment or any part thereof.
- c. BRF and/or its agents shall be entitled at any time without giving reasons, to refuse passage to any Passenger, who, in the opinion of BRF, the Master and/or any officer on board, is likely to inconvenience or endanger or impair the health, safety or reasonable comfort of any person or persons whether on board the Vessel or not or endanger or impair the safety of the Vessel and/or her fittings, furnishings, machinery, equipment or any part thereof, without incurring any liability whatsoever.

19. Fitness of the Passenger to Travel

- a. Passengers who are pregnant, or have any form of sickness, disease, injury, infirmity, disability or illness, whether mental, physical or otherwise which could affect their fitness for travel shall:

- i. disclose their pregnancy and the stage thereof, sickness, injury, infirmity, disability or illness, as the case may be, to BRF at the time of reservation of passage.
 - ii. Submit to BRF prior to sailing a medical certificate certifying their fitness for travel.
 - iii. If necessary, be accompanied and assisted by an able bodied person who shall be responsible for their health and safety at all times including the period of transit.
 - iv. Reimburse and fully indemnify BRF and hold BRF harmless against any losses, claims, damage, costs, expenses and /or delay, of whatever nature sustained by BRF, whether directly or indirectly, and arising out of or in connection with their pregnancy, sickness, disease, injury, infirmity, disability or illness, as the case may be.
- b. Passengers who are more than 26 weeks pregnant are prohibited from traveling on board the Vessel unless a medical certificate certifying fitness to travel is provided.
 - c. Passengers who require special assistance or special arrangements to be made while on board the Vessel shall inform BRF at least 72 hours prior to departure. BRF will take all reasonable steps to comply with and/or accommodate the Passenger's request but the provision of special assistance/arrangements is solely subject to availability.
 - d. BRF shall be entitled at any time, without giving reasons, to refuse passage to any Passenger who is pregnant, or has any form of sickness, disease, injury, infirmity, disability or illness, whether mental, physical or otherwise or to cancel any reservation made by or for such Passenger, without any liability whatsoever to such a Passenger.

20. Amendments of Terms and Reservations

- a. BRF may at any time amend these terms and conditions without notice to the Passenger.
- b. Amendments to reservations are at the sole discretion of BRF.

21. Entire Agreement Clause

These terms and conditions are deemed part of the Contract of Carriage and all prior understandings and agreements heretofore entered into between the Passenger and BRF, whether written or oral, are superseded by these terms and conditions, which alone fully and completely express the agreement between the Passenger and BRF.

22. Severability

Each paragraph, sub-paragraph, clause, sub-clause, article, provision contained in these terms and conditions shall be severable and should any such paragraph, sub-paragraph, clause, sub-clause, article or provision shall be held to be invalid, void, unenforceable or inapplicable, the remaining paragraphs, sub-paragraphs, clauses, sub-clauses, articles and provisions shall nevertheless have full force and effect.