

TERMS AND CONDITIONS GOVERNING THE REQUESTS FOR SERVICES

DEFINITIONS

1. All expressions in these Terms and Conditions shall, unless the context otherwise requires, have the same meaning as that in the Agreement for Appointment of School Bus Operator to Provide School Bus Services (the “**Main Agreement**”). References to “**Parent Agreement**” refers to the contract between the School Bus Operator and the Parent for the provision of Services, and shall be deemed to include these Terms and Conditions Governing the Requests for Services.

SERVICES TO BE PROVIDED BY THE SCHOOL BUS OPERATOR

2. In consideration of the Parent paying the applicable bus fare in such manner and at such time as may be agreed between the School Bus Operator and that Parent, the School Bus Operator agrees to provide the Services in accordance with this Parent Agreement and the Main Agreement.
3. The School Bus Operator shall provide the Services with all reasonable care, skill and diligence.
4. The bus fares charged by the School Bus Operator to Parents shall be agreed between the Parties but in any case, shall not exceed the maximum bus fare prices specified for the Initial Contract Period and Option Period (as the case may be) set out in FORM A attached to the Main Agreement.
5. In respect of all the Services provided in a calendar year, the School Bus Operator shall only collect bus fares from Parents in respect of the months of January, February, March, April, May, July, August, September and October and the bus fares shall be paid on the 1st day of the said months. For the avoidance of doubt, no Parent shall be required to pay bus fares in respect of Services provided on every School Day in the months of June, November and December.
6. Save for the applicable bus fare, no additional fees or expenses shall be payable by the Parent to the School Bus Operator in respect of the Services.

RIGHTS OF THIRD PARTIES

7. The School may enforce this Parent Agreement, including the recovery of damages from the School Bus Operator, to the same extent as if it were a party to this Parent Agreement, PROVIDED ALWAYS that the School Bus Operator shall not be required to compensate both the School and the Parent in relation to the same losses.

8. Save for the rights of the School against the School Bus Operator under this Parent Agreement, this Parent Agreement does not create any right under the Contracts (Rights of Third Parties) Act, which is enforceable by any person who is not a party to it.

SUBCONTRACTING AND ASSIGNMENT

9. The School Bus Operator shall not sub-contract, transfer or assign this Contract or any part of this Parent Agreement without the prior written consent of the School. The School Bus Operator shall be responsible for the acts, defaults, neglects or omissions of any assignee or subcontractor, their agents, servants or workmen as fully as if they were the acts, defaults, neglects or omissions of the School Bus Operator.

TERMINATION OF CONTRACT

10. This Parent Agreement may be terminated by the Parent at any time for convenience by giving the School Bus Operator at least two months' notice in writing. The School Bus Operator will continue to collect the bus fare for the whole month even if the last day of bus service required does not fall on the last day of the month. For example, if the Parent gave two months' notice on 14 Mar and the last day of bus service required is 14 May, the Parent is still required to make school bus fee payment for the whole month of May, i.e. no proration of school bus fee.
11. A Parent may terminate this Parent Agreement immediately if:
 - a. there is a breach by the School Bus Operator of the terms and conditions of this Parent Agreement;
 - b. the Main Agreement has been terminated for any reason;
 - c. where the School Bus Operator is a company, a receiver, manager or liquidator has been appointed over the School Bus Operator, or a resolution for winding up the School Bus Operator has been passed, or the School Bus Operator is subject to a winding-up order of a court of competent jurisdiction;
 - d. where the School Bus Operator School Bus is a partnership, the partnership is dissolved or there is a bankruptcy order made against it;
 - e. where the School Bus Operator is an individual, the School Bus Operator commits an act of bankruptcy, is adjudged a bankrupt by a court of competent jurisdiction, or dies; or
 - f. the School Bus Operator enters into any composition or similar arrangement with its creditors or becomes insolvent.

12. The School Bus Operator may terminate this Parent Agreement immediately if the Parent breaches any term of this Parent Agreement that is not capable of remedy, or where it is a remediable breach, the Parent has failed to remedy the breach within 14 days from a receipt of a notice in writing by the School Bus Operator requiring the Parent to do so.

WAIVER AND VARIATION

13. No waiver or variation of this Parent Agreement shall be of any force unless such waiver or variation is agreed upon in writing and signed by an authorised representative of each of the Parties.
14. Any waiver under this Parent Agreement shall be effective only in the instance and for the strict purpose for which it is given.

APPLICABLE LAW

15. This Parent Agreement and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose, and the Parties agree to submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.

INDEMNIFICATION OF PARENT

16. The School Bus Operator shall hold the Parent harmless and shall fully indemnify the Parent against all losses, damages, expenses and costs that the Parent may sustain or incur as a result, whether directly or indirectly, out of:
 - a. a breach of this Parent Agreement by the School Bus Operator; or
 - b. the provision of Services by the School Bus Operator.