

Canossa Catholic Primary School Request for School Bus Services

To:

Name of Operator

Business Address

Contact no.

Contact person. &

Email address (if any)

PLEASE NOTE:

1. This Form sets out your request for school bus Services. **It does not constitute the School Bus Operator's agreement to provide the Services.** The School Bus Operator will review the information you provide in this Form and will confirm with you on whether your child/ward is to be picked up (and/or dropped off, as the case may be) from either the pickup address, the drop-off address, or from a common location, as well as the monthly bus fares payable. The use of a common location to pick-up and/or drop off your child/ward could help operators deploy their drivers more efficiently, as it allows them to ferry more students on each school bus route and, where appropriate, use larger capacity buses. Such an arrangement would not only help operators cope with fewer drivers, but may also help reduce the overall journey time due to fewer stops, as well as allow for later boarding times for students who are picked up first. If you are agreeable to and accept the location on where your child/ward is to be picked up (and/or dropped up, as the case may be), as well as the bus fare proposed by the School Bus Operator, a contract will be constituted between you and the School Bus Operator for the provision of school bus Services for the calendar year of 202[X] ("**Parent Agreement**").
2. The Terms and Conditions Governing this Request for School Bus Services set out in **Annex A1** below are deemed to be incorporated into the Parent Agreement.
3. You must submit this Request to the School Bus Operator by [insert date] if you wish the School Bus Operator to consider your request.
4. Please note that the School Bus Operator is not obliged to provide transport Services where the Requested Distance is more than 26km, or where your child/ward requires transport services for after school activities that end after 4pm.

Name of Child: _____

Class (20xx): ___/___ School: _____

Contact Number: (Home) _____ (HP) _____ (HP) _____

Please tick accordingly:

<input type="checkbox"/> One-way (AM)	<input type="checkbox"/> One-way (PM)	<input type="checkbox"/> Two-way
Pick-up Address: _____		
Drop-off Address: _____		
<input type="checkbox"/> After School Activities (From school)*		
Drop-off Address: _____		
* Please indicate day and time the After School Activities ends: _____		

I consent to the School Bus Operator using the abovementioned information for the purpose of providing School Bus Services and also consent to the School Bus Operator disclosing such information to the School.

Parent/Legal Guardian's Signature

Name of Parent/Legal Guardian

Date

**TERMS AND CONDITIONS GOVERNING THE REQUEST FOR SERVICES (the
"Terms and Conditions")**

DEFINITIONS

1. All references to "**Parent Agreement**" shall refer 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.
- 1A In these Terms and Conditions, unless the context otherwise requires:
 - a. "**Bus Fare**" means the price payable by a Parent for the Services, which shall be agreed upon by the Parent and School Bus Operator;
 - b. "**Main Agreement**" refers to the agreement between the School and the School Bus Operator pursuant to which the School Bus Operator has agreed to provide school bus transport services to the Parent.
 - c. "**Not to Exceed Price**" means the maximum price chargeable for each distance range category, as published on the School's website.
 - d. "**School**" means The Canossian Daughters of Charity which owns and operates Canossa Catholic Primary School.
 - e. "**School Day**" means any day that the Ministry of Education determines to be part of the period during which schools under their purview hold classes.
 - f. "**Services**" means the school bus transport services that the School Bus Operator is required to provide to a Parent as set out in the Parent Agreement.

SERVICES TO BE PROVIDED BY THE SCHOOL BUS OPERATOR

2. In consideration of the Parent paying the Bus Fare in such manner and at such time as may be agreed between the School Bus Operator and the Parent, the School Bus Operator agrees to provide the Services in accordance with the Parent Agreement and the Main Agreement.
3. The School Bus Operator shall provide the Services on all School Days and with all reasonable care, skill and diligence.
4. The School Bus Operator shall ensure that the student shall only be dropped off or picked up at pick-up address, drop-off Address or common location, as the case may be, as agreed by the Parent, and not any other address (unless otherwise agreed by the Parent).

5. The School Bus Operator shall bear all costs in relation to the provision of the Services, including all costs required for the maintenance and operation of all vehicles provided by the School Bus Operator.
6. The Bus Fare charged by the School Bus Operator shall be agreed between the Parties but in any case, shall not exceed the Not to Exceed Price based on the relevant distance range category as reflected on the School's website. In determining which distance range category applies, the School Bus Operator shall comply with Clause 5 of the Terms and Conditions of the Main Agreement.
7. In respect of all the Services provided in a calendar year, the School Bus Operator shall only collect the Bus Fare from Parents in respect of the months of January, February, March, April, May, July, August, September, and October. The Bus Fare shall be paid on a monthly basis by the _____ day of the said months. For the avoidance of doubt, Services are required for the months of June, November, and December only on School Days, and no Parent shall be required to pay any Bus Fares for those months.
8. Save for the Bus Fare, which is to be paid by the Parent in accordance with these Terms and Conditions, no additional fees or expenses (which includes but is not limited to deposits and any requests by the School Bus Operator for advance payment for the Services) shall be payable by the Parent to the School Bus Operator in respect of the Services.

RIGHTS OF THIRD PARTIES

9. The School may enforce the Parent Agreement, including the recovery of damages from the School Bus Operator, to the same extent as if it were a party to the 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.
10. Save as set out in Clause 9, the Parent Agreement does not create any right under the Contracts (Rights of Third Parties) Act 2001, which is enforceable by any person who is not a party to it.

SUBCONTRACTING AND ASSIGNMENT

11. The School Bus Operator shall not sub-contract, transfer or assign the Parent Agreement or any part of the Parent Agreement without the School's prior written consent. 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

12. Subject to Clause 13 of these Terms and Conditions, the Parent Agreement may be terminated by the Parent at any time by giving the School Bus Operator at least two (2) months' notice in writing.
13. A Parent may terminate the Parent Agreement immediately if:
 - a. there is a breach by the School Bus Operator of the terms and conditions of the 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.
14. The School Bus Operator may terminate the Parent Agreement immediately if the Parent breaches any term of the Parent Agreement that is not capable of remedy, or where it is a remediable breach, the Parent has failed to remedy the breach within fourteen (14) days from a receipt of a notice in writing by the School Bus Operator requiring the Parent to do so.

WAIVER AND VARIATION

15. No waiver or variation of the 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.
16. Any waiver under the Parent Agreement shall be effective only in the instance and for the strict purpose for which it is given.

APPLICABLE LAW

17. The 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

18. 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 or his child/ward may sustain or incur as a result, whether directly or indirectly, out of:
- a. a breach of the Parent Agreement by the School Bus Operator; or
 - b. the provision of Services by the School Bus Operator.

USE OF INFORMATION

19. The Parent agrees that the School Bus Operator may collect, use and disclose to the School and the Ministry of Education all information necessary to provide the Services, including the student's name, class, monthly Bus Fare payable, and the location where each student is to be picked up (and/or dropped off, as the case may be).