

## **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**”).

### **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:
  - a. provide the Services that were raised in that Parent’s Request for Services; and
  - b. faithfully observe all the terms and conditions applicable to that Request for Services.
3. The School Bus Operator shall provide the Services with all reasonable care, skill and diligence.
4. The Services shall conform to the requirement specifications in the Main Agreement.
5. The bus fares charged by the School Bus Operator to Parents shall not exceed the maximum bus fare prices set out in **FORM A** attached to the Main Agreement.
6. In respect of all the Services provided under the Contract in a given 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 first 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.
7. 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**

8. The School may enforce this Contract, including the recovery of substantial damages from the School Bus Operator, to the same extent as if it were a party to this Contract, 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 for which the School Bus Operator is responsible.
9. Save for the rights of the School against the School Bus Operator under this Agreement, this Contract 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**

10. The School Bus Operator shall not sub-contract, transfer or assign this Contract or any part of this Contract 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**

11. This Contract may be terminated by the Parent at any time by giving the School Bus Operator at least two months' notice in writing.
12. A Parent may terminate this Agreement immediately if:
  - a. there is a breach by the School Bus Operator of the terms and conditions of the contract arising out of the Request for Services or if the Main Agreement has been terminated;
  - b. 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;
  - c. where the School Bus Operator School Bus is a partnership, the partnership is dissolved or there is a bankruptcy order made against it;
  - d. 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
  - e. the School Bus Operator enters into any composition or similar arrangement with its creditors or becomes insolvent.
13. The School Bus Operator may terminate this Agreement immediately if the Parent breaches any term of this 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**

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

## **APPLICABLE LAW**

16. This Contract 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**

17. 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 Contract by the School Bus Operator; or
  - b. the provision of Services by the School Bus Operator.