

**AGREEMENT FOR APPOINTMENT OF SCHOOL BUS OPERATOR
TO PROVIDE SCHOOL BUS SERVICES**

This Agreement is made on the _____ day of _____
between

- 1) * the Government of the Republic of Singapore represented by [name of school]/ [name of owner of the school] who is the owner of [name of school (hereafter called “**the School**”)]; and
- 2) * [name of company/business and company/business’s registration number] and having its registered address at [company/business’s registered address]/ [name of individual and NRIC No.] residing at [address] (hereinafter called “**the School Bus Operator**”).

THE PARTIES HEREBY AGREE AS FOLLOWS:-

SERVICES TO BE PROVIDED BY THE SCHOOL BUS OPERATOR

1. In consideration of the School agreeing to pay the School Bus Operator the sum of one dollar (\$1) upon demand, the School Bus Operator agrees to:
 - a. Provide the school bus transport services in accordance with this Agreement (“**the Services**”) to any parent or guardian of a student of the School (“**Parent**”) pursuant to a Parent’s request for the Services (“**Request for Services**”); and
 - b. to faithfully observe all the terms and conditions of this Agreement according to their true intents and purposes.
2. The School Bus Operator shall provide the Services with all reasonable care, skill and diligence.
3. For the avoidance of doubt, the School Bus Operator shall bear all costs in relation to the provision of the Services, including all costs for the maintenance and operations of all vehicles provided by the School Bus Operator.

BUS FARE CHARGED TO THE PARENTS AND THE PAYMENT TERMS OF BUS FARES UNDER THIS AGREEMENT

4. The bus fares charged by the School Bus Operator to Parents shall not exceed the maximum bus fare prices set out in the attached **ANNEX A**.

5. All costs for the provision of Services stipulated in this Agreement shall be deemed to be included in the bus fares.
6. In respect of the Services provided under this Agreement 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. 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.

“School Day” refers to all the days that the Ministry of Education determines to be part of the School Term.

NO ASSURANCE OF ORDERS

7. Nothing in this Agreement shall be construed as providing or implying that:
 - a. the School Bus Operator has a right to be the sole supplier of the Services to any Parent; or
 - b. any Parent is under an obligation to raise any Request for Services with the School Bus Operator.
8. The School Bus Operator is put on notice and agrees that the School may enter into contracts with the same or similar scope as this Agreement with other suppliers of school bus services.

COMMENCEMENT AND DURATION OF AGREEMENT

9. This Agreement shall commence on the 26 June 2023 and shall remain in force until 31 December 2024 (“**Initial Contract Period**”).
10. The School has the option to extend the duration of this Agreement for up to an additional 2 years upon the expiry of the Initial Contract Period, by giving the School Bus Operator no less than one month’s notice in writing. Unless otherwise agreed between the Parties, any Services provided during the extended period shall be subject to the terms and conditions of this Agreement.

REQUESTS FOR SERVICES BY PARENTS

- 11A. For the purpose of this Agreement, the term “**Distance**” shall mean the shortest travel route between the start point and the end point as calculated using Google Maps¹, or such other application or website to calculate distance as may be agreed

¹ The website address for Google Maps is <https://maps.google.com>

between the School and the School Bus Operator, determined at the time of receipt of the Request for Services.

11. On receipt of any Request for Services by a Parent whereby the Distance from the stated pick-up or drop-off address of the student to the School is equal to or less than 4km, the School Bus Operator shall commence and complete the performance of the Services referred to therein.
12. On receipt of any Request for Services by a Parent whereby the Distance from the stated pick-up or drop-off address of the student to the School is more than 4km, the School Bus Operator shall consider a request for Services by the Parent. In considering such a request, the School Bus Operator shall take into account any other requests made by other parents whose pick-up and drop-off addresses are within a reasonable distance from the pick-up or drop-off address of the Parent. Having considered the request, the School Bus Operator shall endeavour, on a best efforts basis, to agree with the Parent on an acceptable bus fare.
13. Each Request for Services by a Parent shall constitute a separate contract between the School Bus Operator and that Parent for the supply of the Services specified in that Request for Services, which shall be governed by the Terms and Conditions Governing Request for Services set out in **ANNEX A**.
14. The School Bus Operator acknowledges that it shall be the responsibility of the Parent who raises the Request for Services, and not the School, to pay the applicable bus fare.
15. The School Bus Operator agrees not to sue or hold the School liable for any act or omission of a Parent who raises a Request for Service or student. The School Bus Operator's remedies, if any, against any such Parent shall be pursuant to the separate contract between the School Bus Operator and that Parent.
16. The School Bus Operator agrees that the School may enforce any of the separate contracts between the School Bus Operator and a Parent, including the recovery of substantial damages from the School Bus Operator, to the same extent as if it were a party to the separate contract between the School Bus Operator and the Parent, 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.

RIGHTS OF THIRD PARTIES

17. Save for the rights of Parents against the School Bus Operator under this Agreement, this 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.
18. A Parent who has raised a Request for Services shall have no right to enforce the provisions of this Agreement against the School.

SUBCONTRACTING AND ASSIGNMENT

19. The School Bus Operator shall not sub-contract, transfer or assign this Agreement or any part of this 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, its agents, servants or workmen.

TERMINATION OF AGREEMENT

20. This Agreement may be terminated by either of the parties hereto giving the other at least two months' notice in writing.
21. On the termination of this Agreement, the terms of this Agreement shall remain in full force and effect to the extent necessary to enable the School Bus Operator to perform its continuing obligations under each contract arising from a Request for Services that subsists at the date of termination.
22. For the avoidance of doubt, each contract arising from a Request for Services that subsists on the termination of this Agreement shall, unless otherwise provided in Annex A of this Agreement, continue in effect and shall survive the termination of this Agreement.
23. The School may terminate this Agreement immediately if:
 - a. there is a breach by the School Bus Operator of this Agreement or any contract arising out of any Request for Services made pursuant to this Agreement;
 - b. the School Bus Operator is, in the reasonable opinion of the School, unwilling or unable to satisfy the requirements under this Agreement;
 - 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 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.

WAIVER AND VARIATION

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

APPLICABLE LAW

26. This 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.

GOVERNMENT REGULATIONS

27. The School Bus Operator shall, at its own costs, obtain and maintain all licence and authorisations, including governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the School Bus Operator to fulfil all its obligations under this Agreement.

INDEMNIFICATION OF SCHOOL

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

SCHOOL BUS OPERATOR'S PERSONNEL

29. The School reserves the right to object by notice in writing to any personnel assigned by the School Bus Operator or his subcontractors that have not been approved by the School. The School Bus Operator shall immediately remove such personnel and furnish suitable and adequate replacements at no additional expense to either the School or any Parent.

PUBLICATION OF DETAILS OF SERVICES

30. The School Bus Operator agrees that the School may publish details of the Services offered by the School Bus Operator and all other relevant information about this Agreement. Such publication shall include publication on a website that may be accessed by the public.

REQUIREMENT SPECIFICATIONS

31. The Services offered shall conform to the following Requirement Specifications:
- a. The School Bus Operator is to adhere to any of the School's [rules and regulations for entering into the School's compound to provide the Services].
 - b. The School Bus Operator shall comply with all statutory and regulatory requirements, including those stipulated by the Land Transport Authority, applicable to the operation of school buses.
 - c. Unless otherwise agreed to between the School Bus Operator and the Parent who raises the Request for Services, the School Bus Operator shall provide transport services to ferry the student to and from the School and their home on every School Day and shall adhere strictly to the general arrival and departure dismissal times as agreed upon between the School Bus Operator and the School, as well as the specified departure and arrival times as agreed upon between the School Bus Operator and the Parent.
 - d. Where required by the Parent who raises the Request for Services, the School Bus Operator shall provide transport services to ferry the student from the School to his or her home after supplementary lessons / enrichment programmes or Co-Curricular Activities on specific School Days and shall adhere strictly to the general departure times as stipulated by the School, as well as the specified arrival times as agreed upon between the School Bus Operator and the Parent.
 - e. The School Bus Operator shall ensure that the student shall only be dropped off or picked up at the School, the student's home or the designated bus drop-off or pick up point agreed between the School Bus Operator and the Parent.
 - f. The School Bus Operator shall provide the School with its proposals on the following items within one month from the date of this Contract: i. the proposed number of buses serving the School, ii. the bus capacity and licence plate number of each bus, iii. the proposed route plan, iv. the pick-up time and drop-off time of every student and v. the proposed timeline for communication to Parents of the details of services to be provided to them (including the pick-up and drop-off points and timings). The School Bus Operator shall make such amendments to the abovementioned items as may reasonably be required by the School and shall ensure that it meets such other operational requirements as may be reasonably imposed by the School in writing.

- g. The School Bus Operator shall provide the School with detailed records, in a format as determined by the School, of all students to whom it is providing the Services, including their names, classes, monthly bus fares payable and pick-up and drop-off addresses of the student by the School Bus Operator, at least two weeks before the start of every year. The School Bus Operator shall continue to maintain updated detailed records of all students to whom it is providing the Services and shall provide the School with such records upon the request of the School. The School Bus Operator shall obtain the consent of Parents for the School Bus Operator's usage of the abovementioned detailed records of students for the purpose of providing the Services, and for the disclosure of such records to the School.
- h. The School Bus Operator shall take reasonable steps to ensure that mini vans or small buses are used to transport students in cases where students stay in a private housing estate with a small drop-off area. If this is not possible, the School Bus Operator shall inform the affected Parents before any Request for Services is raised.
- i. Should any vehicle usually deployed by the School Bus Operator be incapable of being deployed for any reason, the School Bus Operator shall promptly provide an alternative vehicle to ferry affected students home or to school. Should such an alternative vehicle be deployed, the School Bus Operator shall ensure that the vehicle is driven by a driver who is familiar with the usual pick-up or drop-off route.
- j. The School Bus Operator shall act promptly on all feedback and complaints by Parents and shall inform Parents in a timely fashion of any bus breakdown, non-pick-up or change of pick-up / drop-off locations that might affect them or their children.
- k. The School Bus Operator shall appoint a person who will act as the liaison person for communication with the School. This liaison is to coordinate all transport arrangements under this Agreement, investigate into complaints and keep the School informed of any action taken.
- l. The School Bus Operator shall provide professional, courteous and timely service to the students and Parents at all times.
- m. The School Bus Operator shall ensure that every vehicle that is used to provide the Services conforms to or exceeds all the requirements (including during times of emergency or pandemic) from authorities such as the Land Transport Authority of Singapore ("LTA"), the Ministry of Health ("MOH") and the National Environment Agency ("NEA"); is equipped with first aid box, fire extinguisher, air conditioning, is maintained in a good working condition, and is clean and free from litter and pests
- n. The School Bus Operator shall provide at least one personnel to be stationed at the School during the Primary One Orientation (date to be determined by

the School) or on any other dates as required by the School, to allow the Parents of Primary One Students to raise Requests for Services.

- o. The School Bus Operator shall ensure that all vehicles that are used to provide the Services are air conditioned, clean and tidy.

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1. Maximum Bus Fare Prices Schedule for Bus Services by Distance

Notes:

- The unit bus fare price for all categories of bus seating capacity should be quoted as '**Not to Exceed**' price (i.e. maximum price) for each distance range (i.e. Up to 2km, >2 - 4km).
- Please quote the bus fares on the basis that in respect of all the services provided under the Contract in a given year, the appointed 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. For the avoidance of doubt, no Parent shall be required to pay bus fares in respect of school bus services provided on every School Day in the months of June, November and December.

A. Daily School Bus Services based on Not to Exceed Price (i.e. for sending students from home to school and vice versa)

Distance	Up to 15 seater		>15-30 seater		>30 seater	
	1 way	2 way	1 way	2 way	1 way	2 way
Up to 2km						
>2 – 4km						

B. Bus Services for after school activities (i.e. sending students home from school after supplementary lessons /enrichment programmes and Co-Curricular Activities)

Distance	Up to 15 seater	>15-30 seater	>30 seater
Up to 2km			
>2 – 4km			

2. Actual Bus Fare Prices

For 2-way trips, if there is any difference in the Distance of each leg of the trip, the School Bus Operator shall use the shorter Distance to determine the price of the bus fare.

For the avoidance of doubt, "Actual Bus Fare Prices" refers to the actual bus fares charged by the School Bus Operator to Parents under the Terms and Conditions Governing Request for Services.

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. 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.