

Kong Hwa School
Request for School Bus Services

To:

RS Transport Services
Blk 1004 Toa Payoh North
#06-01 Singapore 318995
Tel No.: 6251 0281/ 6251 0283, Fax No.: 6251 0261
Email Address: khs@rstransport.com.sg

OFFICIAL USE
RECEIPT NO.:
CASH / CHQ
AMT: \$
ID:

NOTE: The Terms and Conditions Governing this Request for School Bus Services are set out in **Annex A** of the Agreement for Appointment of School Bus Operator to Provide School Bus Services and are reproduced below. The additional Terms and Conditions by RS Transport Services are set out in **Annex B**. The parent/guardian is required to sign and email this Request to the School Bus Operator by **18 Nov 2022**.

Name of Child: _____ Sex: (M / F)* Class P ____/____

Home Address: _____ (S) _____

Father's Name: _____ Mother's Name: _____

Contact No.: (Home) _____ (Father's HP) _____ (Mother's HP) _____

Please tick accordingly:

- One-way (from home to school)
- *One-way (from school to home)
- *Two-way (from home to school and from school to home)
- Remedial Lesson/CCA. Please indicate day: _____

If pick-up/drop-off addresses are different from the above address, please indicate:

Pick-up address: _____ (S) _____

Drop-off address: _____ (S) _____

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/ Guardian's Signature

Name of Parent/Guardian

Date

* Departure: Mon - Fri - school will advise parent on the timing

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 5th 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 one month's 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.

Terms & Conditions

- (1) **The collection of bus fee in one (1) academic school year is spread over 9 calendar months (January, February, March, April, May, July, August, September and October). It does not include additional remedial lessons/ CCAs being arranged outside of the normal curriculum time. The bus fee is calculated based on 1 way. For 2 way an additional charge of \$10.**
- (2) Payment should be made by the 5th of every month.
- (3) Payment is preferred via **PayNow, Bank Transfer or Cheque**. Strictly NO CASH payment. In the event of cash payment disputes, parents have to make good the **loss** or **differences**.
- (4) For **Bank Transfer**, please indicate the school and child's name. eg: **school/child's name** in your transaction. Please indicate the date of transfer and amount in the bus card and hand the bus card to the regular driver who ferry your child. You can also screen shot the transaction and email us at: khs@rstransport.com.sg.
- (5) For **Cheque payment**, strictly **NO** post-dated cheque is to be issued and parents shall ensure that there is sufficient fund at all times for transaction to be cleared. Else, RS Transport Services will impose an administration charge of **\$2** for this non-clearance of cheque when notified by the bank.
- (6) Termination notice must be given 1 month in advance in writing or 1 month's bus fee in lieu of notice should be given.
- (7) Students must wait for the bus **5 minutes** before the stipulated arrival time at the specific pick-up point and parents cannot fault the driver over the interpretation of accuracy of time.
- (8) Should the bus breakdown or no show, parents may make an incident claim of **\$3**.
- (9) If the school suspends your child from taking the school bus due to misbehavior/bullying of others in the bus, there will not be any refund of bus fees for the suspension period.
- (10) Parents are liable to pay for any damages to the bus through the misdeeds of their child/children.
- (11) Please note that parents are NOT permitted to ride in the school bus.
- (12) Any replacement of bus card shall be charged **\$5** each time.
- (13) For any registration after the cut-off date, parents will be informed of seat availability.
- (14) When you register for the bus service, **1 month's fare** will be collected. Registration is **ONLY** complete together with payment. However, if withdrawal is made 1 week after registration, 1 month's fare will be forfeited.
- (15) Parents cannot request for a specific time of pickup/drop off.
- (16) Fares given during registration are tentative. Fares may be adjusted after confirmation of pick-up and drop-off points.
- (17) All information regarding change of address must be conveyed to RS Transport Services at least 2 months in advance **BUT** there shall be no guarantee of a seat in the other bus **OR** a bus serving that location.
- (18) If the **pick-up and drop off are of different location, a fee as PER different location has to be paid.**
- (19) RS Transport Services reserves the right to suspend the child if his/her payment is behind schedule.
- (20) RS Transport Services reserves the right to make changes to its routes, drivers, buses, pick-up/drop-off time, etc, and also reserves the right to amend its Term and Conditions as and when it deems fit.