

Kong Hwa School
Request for School Bus Services

To:

RS Transport Services
Blk 212 Hougang Street 21
#04-325 Singapore 530212
Tel No.: 6251 0281/ 6251 0283
Email Address: khs@rstransport.com.sg

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 **8 Nov 2024**.

Name of Child: _____ Sex: (M / F)* Class P ____/____
(as per Birth Cert. / Entry Permit)

Home Address: _____ (S) _____

Father's Name: _____ Mother's Name: _____
(as per NRIC / FIN) (as per NRIC / FIN)

Father's Email: _____ Mother's Email: _____

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)

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 two 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).**
- (2) Payment should be made by the **5th of every month.**
- (3) Payment is preferred via **PayNow, or Bank Transfer.** Strictly NO CASH or CHEQUE payment.
- (4) For **PayNow, or Bank Transfer**, please indicate the school and child's name. eg: **school/child's name** in your transaction. You can also email us a screenshot of the transaction to: khs@rstransport.com.sg.
- (5) Bus fees quoted during orientation are tentative indications. After the orientation, we will re-confirm the pick-up and drop-off points and we will inform you if there is a price difference in writing.
- (6) For any registration after the cut-off date, parents will be informed of seat availability.
- (7) **Termination notice must be given 2 months in advance in writing or 2 month's bus fees in lieu of notice should be given.**
- (8) Students must be at the specific pick-up point **5 minutes** before the stipulated bus arrival time. Due to unpredictable traffic conditions parents cannot fault the driver over the interpretation of accuracy of time.
- (9) Parents cannot request for a specific location or time of pickup/drop off.
- (10) Parents are NOT permitted to ride in the school bus.
- (11) Parents are liable to pay for any damages to the bus through the misdeeds of their child/children.
- (12) Parents may make an incidental claim of **\$3 to \$5**, should the bus breakdown or no show.
- (13) If the school or RS Transport Services suspend your child from taking the school bus due to misbehave/bullying of others in the bus, there will not be any refund of bus fees for the suspension period.
- (14) **Change of address** must be conveyed to RS Transport Services **in writing** at least 2 months in advance. However, there is no guarantee of seat availability in the other bus **OR** a bus service to the location that you are changing to.
- (15) RS Transport Services reserves the right to suspend the child if his payment is behind schedule.
- (16) RS Transport Services have the final say to make changes to its routes, drivers, buses, locations or time of pickup/drop off etc.

I/We agree and accept the above-mentioned terms & conditions set upon.

Parent/Guardian's Signature

Name of Parent/Guardian

Date