

Terms and Conditions Governing this Request for School Bus Services are set out in **Annex A & B** of the Agreement for Appointment of School Bus Operator to Provide School Bus Services dated 17 September 2020 and are reproduced below. Please also refer to Annex B on the School Bus Rules and Regulations from the School Bus Operator – Transland Singapore Pte. Ltd. The parent/guardian is to submit this Request via online school bus registration link below to the School Bus Operator by <u>23-Oct-2022</u> to indicate your interest in bus service and you will be contacted by the respective Bus Operators in Mid November-2021 on the bus details before the confirmation of bus service for Year 2022. Kindly take note on the bus terms and conditions. Late registration may result in no available bus service for the first 2 weeks of the 2022 school term. (Late registrants will be placed on a waiting list.) Thank you.

Online Bus Registration Link: <u>acspri.translandsg.com</u> Login Code: 23ACSP

ANNEX A

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 <u>7th</u> 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.

By submitting the Online School Bus Request Form, Parents consent to the School Bus Operator using the provided information for the purpose of providing School Bus Services and also consent to the School Bus Operator disclosing such information to the School.



ANNEX B

BUS RULES AND REGULATIONS:

- 1. The school bus service is provided for trips to and from school before and after official school hours according to MOE's official school terms.
- 2. Parents shall understand that no bus transport service will be provided by bus operator to the students during school holidays except for special arrangements requested by the School for the whole cohort of students.
- 3. Parents who intend to terminate the bus transport shall give one-month advance notice, failing which, one-month bus fare shall be payable in lieu of notice.
- 4. There should not be any default in payment of the bus fare in between each semester. Where such a default occurs, the bus operators reserve the right to request for payment and/or discontinue our service at any time or for the new semester.
- 5. There will be no refund or rebate of bus fare if your child is absent for any period of time for any reason whatsoever or in the event of school closures mandated by the Ministry of Education or any other government authorities.
- 6. Round trip fares (2-way) are quoted based on the same pick-up and drop-off points. One-way fares apply to different pick-up and drop-off points, which is pegged at about 90% of the 2-way bus fare.
- 7. Exception to Annex A, Clause 6 on bus fare collection in November parents are liable to pay the bus fare for November (half month bus fare) if the student starts the bus service at any time from the second semester (i.e. Jul to Oct).
- 8. If a student is sick or will not be taking the bus at any time for any reason, parents shall have to contact and inform the respective bus driver or operator personally but not through the School or any staff. This is to avoid the bus waiting for pick-up being unduly delayed.
- 9. Students shall wait for their bus at the designated pick-up point 5 minutes earlier than the scheduled time given by the bus driver. If a student is late in waiting for the bus for pick up, a grace period of waiting time of 1 minute will be given before the bus proceeds on to the next pick-up with no obligation to inform the parents. This is to avoid the bus waiting for pick-up being unduly delayed for all subsequent points. If the bus operator is continuously kept waiting by some children, the bus operator may inform the Contractor. If the problem persists, parents may be asked by the Bus Contractor to make alternative arrangements.
- 10. Students may occasionally be moved from one bus to another to accommodate changes in traffic conditions, students' cohort or changes of bus routing. Timings are subject to changes during the school year.
- 11. The bus routing and pick-up timing of the student may vary from time to time at the sole discretion of the bus operator and there will not be a fixed positioning in picking up and dropping off the students.
- 12. The first or last student to be picked up may not be the first or last student to be dropped off or vice versa and the arrangements for pick up and drop off are solely dependent on the route travelled.
- 13. The Bus Contractor reserves the right to change its routing, pick-up and drop-off time and place, bus and bus drivers as and when it deems fit.
- 14. Students residing on roads with dead-end or narrow lanes will be picked up and dropped off at a point designated by the bus operator where it is practical and safe. Students may be required to walk to the pick-up points designated by the Bus Operator. Students residing in HDB flats/condominiums/houses will only be picked up and dropped off from their buses outside the main road/security guardhouse/main gate where accessible. All buses will not drive into the car park, lobby or car porch. Students may be required to



board the school bus from across the road where the route requires the bus to travel via the opposite direction.

- 15. Students will be dropped off ONLY at the School, their own home or the designated drop-off point arranged by the parents and agreed to by the bus operator. No provision can be made for students taking their friends home who normally travel on another bus or by private arrangement.
- 16. Parents shall fully understand that parents/guardians are NOT permitted to board the bus at any time. Should parents/guardians board any of the buses under the said transport service, they do this at their own risk and the insurance coverage for the buses shall be revoked. Thus, the said parents/guardians shall be held liable in any way whatsoever. The bus operator has the right not to allow parents/guardians to board the bus in such an event.
- 17. In the event where a student registers for the school bus after the school reopens, the student will be accepted immediately if there is an available vacancy on the designated bus. However, if the bus plying the area where the student lives is fully occupied, it will take an average of two working weeks for the bus operator to adjust the routes before the student is accepted for the bus registration.
- 18. A minimum notice of two weeks is required for new application or student who is shifting house to be given to the Bus Contractor by the parents for rearrangement of the transportation service to be provided by the bus operator to the students. Parents will be notified once there is a vacancy available. If there is no vacancy available, the request will be waitlisted. Please call the Bus Contractor to check if there is transport available for your location or vacancy availability.
- 19. Students are to be seated safely with a seat always belt on before the bus sets off and when in motion, except for boarding and alighting from the bus.
- 20. Handheld games or mobile games are prohibited on the bus.
- 21. Students are expected to speak softly while travelling on the bus. Name-calling, teasing of friends, bullying, fighting or rough play will not be condoned on the bus to avoid the bus driver from being distracted from his concentration on the road while driving. Additionally, no vulgarities or abusive language will be tolerated on the bus. The bus operator will report any disorderly behaviour of students to the Bus Contractor, who will take action accordingly. The Contractor will in turn call the parents of the child concerned to enable the parents to discipline the child. Depending on the severity or persistence of the problem, the matter will be reported to the school personnel and it may lead to suspension of any bus services for the student in question.
- 22. Eating and drinking aerated drinks or juices is prohibited on the bus to prevent the spread of contagious diseases.
- 23. Out of consideration to others, school bags, satchels, rucksacks, etc., must be placed on the floorboard of the bus.
- 24. Students shall not vandalize the interior of the bus or any of its fittings. Parents will be held liable to pay for any damage caused by their child.
- 25. Dangerous and sharp objects such as pocketknives, weapons or hazardous materials cannot be carried onboard the bus. Stationery, mobile phone, toys, etc. should be kept inside the school bags. Parents are liable to pay for any damages caused by the students. Students shall not vandalize the interior of the bus or any of its fittings. Parents will be held liable to pay for any damage caused by their child.
- 26. Questions or complaints in connection with the bus service should first be discussed with the Bus Operator/ Contractor who will endeavour to resolve the matter directly with the parents and/or the student affected. Where appropriate, the matter will be raised by the Bus Contractor with the school administration, and parents will be advised as to the outcome.
- 27. Transport fare is based on actual travelling distance between home and School.



- 28. CBD Estate Additional charges applied based on the ERP rate at the time of entrance at the gantry per month per student based on one entry per day for students living within CBD areas on each bus.
- 29. The longest travelling time for students is capped at approximately one-and-a-half hours.
- 30. There shall be extra charges on top of the regular bus fare if students are taking the bus for any after-school activities event. This extended service is only for students taking the regular bus transport (round trips or one-way returning home from school). Otherwise, it will be considered as a regular trip and charged according to the regular bus fare.
- 31. For the reimbursement of transport in the event of a breakdown of bus, students whose transport are affected must produce a correspondingly dated transport fare receipt to facilitate the reimbursement of bus fare. In the event where a receipt is unavailable, the reimbursement will be calculated based on the student's monthly bus fare divided equally by 22 (1-way fare) or 44 (2-way fare) trips.
- 32. The Bus Contractor reserves the right to make any changes to the Bus Rules and Regulations without prior notice.
- 33. All rules and regulations as stated above must be abided by. Failure to follow so may result in suspension or termination of the school bus transport service. The Bus Contractor will inform the School of any breach of these rules and regulations by the students. Upon investigation of the event, the School will have the discretion to either suspend or terminate the bus service to the student. There will be no refund of bus fees for any period of suspension or termination of the bus service.

Personal Data Protection Act (PDPA) and Do Not Call (DNC) Agreement

The Request Form cannot be processed unless it is duly agreed upon by the parent. By submitting the Online School Bus Request Form, parents have agreed to the Terms and Conditions mentioned herein in Annex A and Annex B of the accompanying documents. You also agree that Transland Singapore Pte. Ltd. may collect, use and disclose your personal data as provided in this application form to the school, our staff, business partners and government statutory boards (e.g. MOE, LTA, etc.). In accordance with the Personal Data Protection Act 2012 and our data protection policy, please note that the information will be directly sent to and from our staff and business partners, and we shall disclose only the relevant contact information to them for purposes of providing our services.

Our staff or our sub-contractors will only contact you on school bus service related issues via phone call, text messages or email.

Please note that your acknowledgment of the above is required before we can provide our service. Thank you.

For further clarifications, please contact Carrie Lee at 65608032.



It is an industry practice to charge school bus fares on 12-month basis. Parents are also required to pay fees in advance in January (for December), in May (for June) and in October (for November). This has given rise to confusion and financial hardship for some parents. Under the enhanced process, a 9-month payment schedule has been introduced to spread the yearly total amount equally over 9 payments from Jan to May, and July to October. No payments will be required for the months of Jun, November and December.

Frequently Asked Questions

1. Why parents are required to pay bus fares for the whole year including those months which are school holidays?

During school holidays, bus operators continue to incur the bulk of their operational costs, such as drivers' wages, vehicle maintenance and deprecation costs, parking charges, insurance premium and road tax.

2. Why my child needs to pay a higher monthly bus fare under the 9-month payment schedule?

Though your child pays a higher monthly bus fare under the 9-month payment schedule, he needs to pay for 9 months instead of 12 months, and the total amount payable by him will be the same as that for another child who is under the 12-month schedule.

3. What do I gain for joining the 9-mth payment schedule for my child?

Under the 9-month payment schedule, though you pay a higher monthly fare, there will be no advance payments needed and you need not have to remember which months to make such payments. This will also help to ease the cash flow problem, if any, for months where fares of 2 months have to be paid; and avoids the situation when parents find it difficult to claim refunds from operators for the advance payment made whenever there is a school transfer or early termination.

4. My neighbour's child is studying in another school in the same neighbourhood. Why his school bus fare is lower than my child's fare?

Individual bus operators determine the bus fares based on several considerations such as bus capacity, number of students taking school buses, distance travelled, insurance premium, etc. Thus, school bus fares vary from school to school.



5. Why is there different pricing for buses of different sizes?

Charges for small buses are generally higher as students enjoy more benefits such as mandatory installation of seat belts, one-to-one seating, easier access to pick up points and shorter journey time. On the other hand, the number of students a small bus can take is much fewer than that a big bus.

6. Why there is no school bus attendant on big buses?

LTA has ruled that only a bus with 30-seater or more is required to have a school bus attendant.