

**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) provides the Services that were raised in that Parent’s Request for Services; and
- b) faithfully observes 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 1st 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.

## Bus Rules for CHIJ Our Lady of Good Counsel



1. Students will wear seat-belts at all times, except when getting on or off the bus.
2. Students are expected to speak in a quiet tone of voice, and use acceptable language.
3. Eating or drinking is NOT allowed on the bus.
4. Students are expected to be courteous and respectful towards the bus driver, attendant and fellow students. **RUDENESS TO DRIVERS AND ATTENDANTS WILL NOT BE ALLOWED.** The driver will report all matters of misbehaviour to the Transport Coordinators, who will take action accordingly. This will involve the transport coordinators informing the parents of the child concerned.
5. Dangerous and sharp objects such as pocket knives cannot be carried on the bus. Pencils, pens, toys, etc. should be kept inside school bags. Students are expected to act in a safe manner by keeping their hands and feet to themselves.
6. Seats cannot be reserved for friends traveling on the bus.
7. Changing of clothes on the bus is forbidden.
8. No pets are allowed at all times.
9. Parents who do not allow their child to alight by themselves have to ensure that someone is at the pick-up point to receive the child. For the students who are not picked up, they will be taken back to the school to await collection, with additional fees imposed.
10. Parents should deal only with the Transport Office (8:00a.m. to 5:00p.m. Tel: 6556-4257 / Email: [chijolgcbus@yellowbus.com.sg](mailto:chijolgcbus@yellowbus.com.sg) or the school administration and not directly with the driver or attendant.
11. Students will be dropped off **ONLY** at the School, their own home or other pre-arranged designated drop-off point. **NO PROVISION WILL BE MADE FOR STUDENTS TAKING THEIR FRIENDS HOME WHO NORMALLY TRAVELS ON ANOTHER BUS OR BY CAR.**
12. If your child is not taking the bus at any time for whatever reason, the Bus Driver and the Transport Office must be advised. Failure to notify that a child has permission to stay after school may result in the child being put on the bus and taken home as usual. If the child is sick, please also advise the Bus Driver and the Transport Office to avoid the bus waiting for pick-up and being delayed unnecessarily.
13. At morning pick up, if drivers are continuously kept waiting by certain student, then a report will be made to the Transport Coordinators. If the situation continues, parents may be asked by the Transport Coordinators to make alternative arrangements. Please note that the bus will only wait for 1 minute from the allocated pick up time before leaving for the next stop. It is advised to be at the waiting point early as no calls will be made to the families prior to leaving after waiting.
14. **PAYMENT** - This is in the form of nine (9) monthly payments (except month of June, November and December) each school year. Payments must be made **PROMPTLY** on receipt of an invoice and must be made by wire transfer or PayNow. Bank Transfer DBS Current Account: 047-901424-1 and PayNow to UEN: 200813143M. Please include the invoice number or children name in the payment reference.
15. Payment of bus fees must be made within 2 weeks of receipt of invoice. Failure to do so may result in loss of seat on bus.

16. TERMINATION- If a parent wishes to terminate use of the bus, written notification must be given to the Transport Coordinators at least two months prior to the termination date. No refund will be made for students whom are suspended by the School.
17. Students who wish to use one way transportation will be accommodated only if there is room. Priority will be given to children taking the bus both ways.
18. A child's place on the relevant bus will be allocated only if the required form have been completed, signed and returned to the Transport Office.
19. Students may occasionally be moved from one bus to another to accommodate changes in pick-up areas.
20. Students residing on roads with a cul de sac or on narrow lanes must walk to the pick-up points designated by the Transport Coordinators. Students residing in condominiums will wait for their buses at the main gate where the security guardhouse is usually located.
21. Please note that parents are NOT permitted to ride on the school buses.
22. For the bus 30 seaters and above, there will be an attendant attached.
23. APPLICATION – We require 2 weeks' advance notice for all new applications. Late submission may result in students not being able to get on the bus on the desired date.
24. The determination and alteration of all routes and services shall be decided by the Contractor. The Contractor strives to achieve a maximum journey time of 60mins. Please note that allocated timings may change from time to time due to changes in the operating system.
25. Please contact the bus office to check the availability of service in your area.

## General Enquiries

For general enquiries about the bus services and non-account related matters, you can reach us at:

Yellow Bus Services Pte Ltd (Bus Office)

Tel No: 9898-8171

Email: [chijolgcbus@yellowbus.com.sg](mailto:chijolgcbus@yellowbus.com.sg)

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## Accounting Information

For accounting enquiries, please contact our Accounts Department:

Tel No: 6556-4257

Email: [accounts@yellowbus.com.sg](mailto:accounts@yellowbus.com.sg)

### 1) CHIJ Our Lady of Good Counsel **Regular** Bus Service Charges

Distance	Up to 15 Seater		>15 – 30 Seater		>30 Seater	
	1 Way	2 Ways	1 Way	2 Ways	1 Way	2 Ways
Up to 2km	169	192	158	180	135	158
>2 – 4km	203	226	192	214	169	192
>4 – 6km	248	271	237	259	203	226
>6 – 8km	293	316	282	305	248	271

- All fares are quotes in Singapore Dollars (SGD).
- The above fees are subjected to the Singapore GST at the prevailing rate.
- Distance to be calculated via the shortest route on google map. Different pick up / drop off addresses will be charged 2-way Bus Services based on the longer distance of the 2 addresses.
- Calculation on google map will be based on full address (e.g. Blk 178 Woodlands Street 13) instead of using Singapore Postal Code.
- >8-10km and above are subject to sufficient demand for the area. The availability of the routes is reviewed regularly.
- Yellow Bus standard refund policy will apply.
- Prices as per monthly basis (total of 9 months payments; no payment for June, November and December)

### 2) CHIJ Our Lady of Good Counsel **Co-curricular activities (CCA)** Bus Service Charges

Distance	Up to 15 Seater	>15 – 30 Seater	>30 Seater
Up to 2km	113	113	113
>2 – 4km	135	135	135
>4 – 6km	158	158	158
>6 – 8km	180	180	180

- a) All fares are quotes in Singapore Dollars (SGD)
  - b) The above fees are subjected to the Singapore GST at the prevailing rate.
  - c) **No refund policy** will apply for activity bus.
  - d) Prices as per **term basis** (total 4 school terms)
  - e) Calculation on google map will be based on full address (e.g. Blk 178 Woodlands Street 13) instead of using Singapore Postal Code.
  - f) >8-10km and above are subject to sufficient demand for the area. The availability of the routes is reviewed regularly.
- 3) **PAYMENT** - This is in the form of nine (9) monthly payments (except June, November and December) each school year. Payments must be made PROMPTLY on receipts of an invoice and must be made by wired transfer or PAYNOW. Please include the invoice number or children name in the payment reference. A LATE PAYMENT SURCHARGE of 5% of the outstanding amount will be imposed if payment is not received by the due date.

Bank Detail:

Account Name:	Yellow Bus Services Pte Ltd	Account Name:	047-901424-1
Bank Name:	DBS Bank Ltd	Bank Address:	Serangoon Garden
Bank Code:	7171	Bank Branch:	047
PAYNOW UEN No:	200813143M		

You may PAYNOW with the following QR Code,



- 1) **TERMINATION** - If a parent wishes to terminate the use of the bus, at least one month's notification must be given to the Transport Office prior to the termination date via email to [chijolgcbus@yellowbus.com.sg](mailto:chijolgcbus@yellowbus.com.sg)
- 2) **REFUND** – A parent is entitled to a refund of the remaining unutilized weeks of service excluding the 1 month's written to the Bus Office.
- a) Refunds will not be made for students who are suspended from School.
  - b) Refunds will not be made if the student is withdrawn from the service without submitting advance notification in writing 1 month before the termination date.
  - c) Refund will be calculated on weekly basis.
  - d) Refunds will not be made when the option is given to use a taxi service, as applied in "3. REIMBURSEMENT", below.
- 3) **REIMBURSEMENT** – Parents are entitled to reimbursement of taxi fares when approval has been given by the Transport Office (YB). Parents wishing to make arrangements other than the taxi service permitted by the Bus Office will be reimbursed a taxi-fare equivalent for the journey.