INFORMATION SHEET ON SCHOOL BUS SERVICES FOR YEAR 2023

7 October 2022

Dear Parents/Guardians

To help parents/guardians who need transport arrangement for their children, the school appointed a bus operator using the Information Notice Board for School Bus Services (IBSB).

- We are pleased to inform you that the school has appointed <u>Vasantham Transport</u>

 <u>Pte Ltd</u> for the period of <u>2</u> years from <u>January 2023 to December 2024</u> to provide the following services:
 - Daily School Bus Services (i.e. for sending pupils from home to school and vice versa)
- Parents who are interested in taking up the school bus services in 2022, please complete the attached request form and forward it to the bus operator or the liaison officer directly by 30 November 2022 as follows:

Name of Bus Operator : Mr Gnanasekaran Balaji

Tel No/ Hand phone No : 90619947

Email address : gbalaji.vasantham@gmail.com

School Bus Fares

Parents may discuss their requirements directly with the bus operators to agree on the actual bus fares based on the 'Not to Exceed' Price. The table below shows the 'Not to Exceed' Prices for both the daily school bus services:

<u>Daily School Bus Services based on "Not to Exceed Price" (i.e. for sending pupils from</u> home to school and vice versa)

Bus fares applicable from 1 January 2023 to 31 December 2024:

	Up to 15 seater	
Distance	1 way	2 way
Up to 2km	\$96	\$128
>2 – 4km	\$133	\$165
>4 – 6km	\$149	\$180

Note: Charges for small buses (15 and below seater type) are generally higher for the host of benefits of mandatory installation of seat belts, one-to-one seating, easier access to pick up points and shorter journey time.

For students staying beyond the maximum distance range, parents may approach the bus operator directly for negotiation of bus fares.

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

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

The annual bus fares will be payable over 9 months in a school academic year. The collection months are January, February, March, April, May, July, August, September and October. There will be <u>no collections for the months of June, November and December</u>. Please refer to the illustration in Appendix A.

Other information

- We would like to highlight the following:
 - a. The school bus service is provided for trips to and from the school before and after official school hours as follows:
 - i. Daily school timing: 7.30 A.M.
 - ii. Latest arrival time in school: 7.25 A.M.
 - iii. Latest departure time from school: <u>10 minutes after school dismissal</u> (i.e.1.40 P.M. (school dismissal is at 1.30 P.M.).
 - b. It is the parent's responsibility to pay the monthly bus fare directly to the bus operator by <u>first day of the month</u>.
 - c. Parents are advised to take note of the operator's termination clause in the agreement "Request for School Bus Services 2022" form.

Feedback

The school will continue to seek feedback from parents periodically. Parents may also provide feedback directly to the school. The information gathered will help the school in assessing the appointed bus operators' performance and decide whether to renew their contracts or go through the proposal invitation process to appoint new operators. For any feedback concerning the service standards and behaviour of the bus drivers/attendants, parents may contact the school's office at 63687705 or email the school at evergreen_ps@moe.edu.sg

Thank you.

Evergreen Primary School

Appendix A

This <u>example</u> is a 9-month payment schedule based on a monthly fare of \$128.

Month	9-months		
Jan	\$128		
Feb	\$128		
Mar	\$128		
Apr	\$128		
Мау	\$128		
Jun	0		
Jul	\$128		
Aug	\$128		
Sept	\$128		
Oct	\$128		
Nov	0		
Dec	0		
Total	\$1,152		

Evergreen Primary School Request for School Bus Services 2023

To:

Vasantham Transport Pte Ltd 10 Jalan Besar, #09-03 Sim Lim Tower Singapore 208787 Contact no. 90619947

Contact person: Mr Gnanasekaran Balaji
Email address: gbalaji.vasantham@gmail.com

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 dated 1 September 2020 and Variation Agreement No. <u>01</u> and are reproduced below. The parent/guardian is to **submit this Request** to the School Bus Operator by <u>30 November 2022</u>

Name of Child:	Class	Class in 2022: Class in 2023:	
	Class		
		(S)	
Contact Number: (Home)	(HP)	(HP)	
Please tick (√) accordingly:			
☐ One-way (To school)	☐ Two-way		
☐ One-way (Back home)			
If pick-up/drop-off addresse	es are different from the above ad	dress, please indicate:	
Pick-up address:		(S)	
Drop-off address:	<u></u>	(S)	
	us Operator using the abovemer of Bus Services and also consent to the School.		
Parent's Signature	Name of Parent/Guardian	 Date	

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
 - 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 as per follows for the period 1 Jan 2023 to 31 Dec 2024

	Up to 15 seater	
Distance	1 way	2 way
Up to 2km	\$96	\$128
>2 – 4km	\$133	\$165
>4 – 6km	\$149	\$180

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>FIRST</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.

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

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

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

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 <u>at least one month's notice in writing</u>.
- 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.