ANNEX A1

TERMS AND CONDITIONS GOVERNING THE REQUEST FOR SERVICES (the "Terms and Conditions")

DEFINITIONS

1. All references to "**Parent Agreement**" shall refer to the contract between the School Bus Operator and the Parent for the provision of Services, and shall be deemed to include these Terms and Conditions.

1A In these Terms and Conditions, unless the context otherwise requires:

a. **"Baseline Diesel Price"** means the prevailing average retail diesel price per litre in Singapore for the month in which the Call for Proposal closes, as published on SingStat.

b. "**Bus Fare**" means the price payable by a Parent for the Services, which shall be agreed upon by the Parent and School Bus Operator;

c. **"Fuel Surcharge Cap"** means the maximum fuel surcharge, expressed as a percentage of the Not to Exceed Price, as quoted by the School Bus Operator in the Information Required From Vendor and accepted by the School, which shall remain fixed for the duration of the Agreement including the Option Period (if any).

d. "**Main Agreement**" refers to the agreement between the School and the School Bus Operator pursuant to which the School Bus Operator has agreed to provide school bus transport services to the Parent.

e. **"Not to Exceed Price**" means the maximum price chargeable for each distance range category, as published on the School's website.

f. "**School**" means the Government of the Republic of Singapore, as represented by Casuarina Primary School.

g. "**School Day**" means any day that the Ministry of Education determines to be part of the period during which schools under their purview hold classes.

h. "**Services**" means the school bus transport services that the School Bus Operator is required to provide to a Parent as set out in the Parent Agreement.

SERVICES TO BE PROVIDED BY THE SCHOOL BUS OPERATOR

2. In consideration of the Parent paying the Bus Fare in such manner and at such time as may be agreed between the School Bus Operator and the Parent, the School Bus Operator agrees to provide the Services in accordance with the Parent Agreement and the Main Agreement.

3. The School Bus Operator shall provide the Services on all School Days and with all reasonable care, skill and diligence.

4. The School Bus Operator shall ensure that the student shall only be dropped off or picked up at pick-up address, drop-off address or common location, as the case may be, as agreed by the Parent, and not any other address (unless otherwise agreed by the Parent).

5. The School Bus Operator shall bear all costs in relation to the provision of the Services, including all costs required for the maintenance and operation of all vehicles provided by the School Bus Operator.

6. The Bus Fare, inclusive of any applicable GST, charged by the School Bus Operator shall be agreed between the Parties but in any case, shall not exceed the Not to Exceed Price based on the relevant distance range category as reflected on the School's website. In determining which distance range category applies, the School Bus Operator shall comply with Clause 5 of the Terms and Conditions of the Main Agreement.

7. In the event of an increase in the GST rate after the Parties enter into the Parent Agreement, a School Bus Operator who was a taxable person under the Goods and Services Tax Act 1993 (the "GST Act") at the time it entered into the Parent Agreement, or became a taxable person under the GST Act during the period of the Parent Agreement, may increase the Bus Fare by a percentage calculated in the following manner with effect from 1 January of the calendar year immediately after the calendar year in which the increased GST rate comes into operation:

   The new GST rate expressed as a percentage, e.g., "10%") minus (The applicable GST rate before the increase e.g. "9%").

   For the avoidance of doubt, a School Bus Operator who does not become a taxable person under the GST Act during the period of the Parent Agreement shall not be entitled to increase the Bus Fare in accordance with this Clause 7.

8. The School Bus Operator may impose a fuel surcharge on the Not to Exceed Price where the prevailing average retail diesel price per litre in Singapore exceeds the Baseline Diesel Price. The Fuel Surcharge shall be calculated in accordance with the fuel surcharge mechanism set out in the Main Agreement. The School Bus Operator shall notify the Parent in writing of any such adjustment, including the revised fare payable, before the change takes effect.

9. In respect of all the Services provided in a calendar year, the School Bus Operator shall only collect the Bus Fare from Parents in respect of the months of January, February, March, April, May, July, August, September, and October. The Bus Fare shall be paid on a monthly basis. For the avoidance of doubt, Services are required

for the months of June, November, and December only on School Days, and no Parent shall be required to pay any Bus Fares for those months.

10. Save for the Bus Fare, which is to be paid by the Parent in accordance with these Terms and Conditions, no additional fees or expenses (which includes but is not limited to deposits and any requests by the School Bus Operator for advance payment for the Services) shall be payable by the Parent to the School Bus Operator in respect of the Services.

RIGHTS OF THIRD PARTIES

11. The School may enforce the Parent Agreement, including the recovery of damages from the School Bus Operator, to the same extent as if it were a party to the Parent Agreement, 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.

12. Save as set out in Clause 11, the Parent Agreement does not create any right under the Contracts (Rights of Third Parties) Act 2001, which is enforceable by any person who is not a party to it.

SUBCONTRACTING AND ASSIGNMENT

13. The School Bus Operator shall not sub-contract, transfer or assign the Parent Agreement or any part of the Parent Agreement without the School's prior written consent. 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

14. Subject to Clause 15 of these Terms and Conditions, the Parent Agreement may be terminated by the Parent at any time by giving the School Bus Operator at least two (2) months' notice in writing.

15. A Parent may terminate the Parent Agreement immediately if:

    a. there is a breach by the School Bus Operator of the terms and conditions of the Parent Agreement;

    b. the Main Agreement has been terminated for any reason;

    c. 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;

d. where the School Bus Operator School Bus is a partnership, the partnership is dissolved or there is a bankruptcy order made against it;

e. 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

f. the School Bus Operator enters into any composition or similar arrangement with its creditors or becomes insolvent.

16. The School Bus Operator may terminate the Parent Agreement immediately if the Parent breaches any term of the Parent Agreement that is not capable of remedy, or where it is a remediable breach, the Parent has failed to remedy the breach within fourteen (14) days from a receipt of a notice in writing by the School Bus Operator requiring the Parent to do so.

WAIVER AND VARIATION

17. No waiver or variation of the Parent Agreement 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.

18. Any waiver under the Parent Agreement shall be effective only in the instance and for the strict purpose for which it is given.

APPLICABLE LAW

19. The Parent Agreement 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

20. 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 or his child/ward may sustain or incur as a result, whether directly or indirectly, out of:

a. a breach of the Parent Agreement by the School Bus Operator; or

b. the provision of Services by the School Bus Operator.

USE OF INFORMATION

21. The Parent agrees that the School Bus Operator may collect, use and disclose to the School and the Ministry of Education all information necessary to provide the Services, including the student's name, class, monthly Bus Fare payable, and the location where each student is to be picked up (and/or dropped off, as the case may be).