VOLUME I –CONTRACT – SCHOOL TRANSPORTATION SERVICES 2020-2021

THIS CONTRACT IS ENTERED INTO BETWEEN:

- ***XXXXXXXXXXXXXX*** hereinafter called the "**SERVICE PROVIDER**"

AND

- ***Lycee Louis Massignon***, having its address at P.O. BOX 2314 - ABU DHABI hereinafter called the "**CLIENT**",

  For the purposes of the transport of the School's students and staff, hereinafter called "***SERVICE PROVIDER***".

- *Whereas, the CLIENT requires the performance of the SCHOOL TRANSPORTATION SERVICES at its premises located in Abu Dhabi,*
- *Whereas, the SERVICE PROVIDER declares it is qualified, able and willing to carry out this responsibility as per the terms, provisions and conditions herein contained,*
- *Now, therefore, in consideration thereof, and in view of the mutual covenants and agreements, the CLIENT and the SERVICE PROVIDER agree as follows:*

1. DESCRIPTION OF THE SERVICES

The SERVICE PROVIDER shall provide the school transport services for the CLIENT all along the academic year in accordance with the school calendar annexed to Volume II hereof.

The quality of the SERVICES and other obligations / requirement is fully detailed in the Volume II of this CONTRACT which is fully enforceable as Scope of Services and Specifications.

2. INSURANCE:

The SERVICE PROVIDER may be held responsible only as part of the performance of the SERVICES provided for in Volume II of the CONTRACT.

The SERVICE PROVIDER undertakes:

- Motor insurance covering AED xxxx per occurrence as a minimum.
- To take up an assurance coverage with a company of sound financial standing to cover his Third Party Liability and in particular all the buses should cover proper insurance to the buses including driver and passengers. The SERVICE PROVIDER shall provide as part of his obligations a written certificate of insurance to the CLIENT.
- To settle regularly his insurance premiums and give evidence thereof as part of his obligations.
- To indemnify the CLIENT for any loss, damage or claim that it may suffer from the provision of SERVICE PROVIDER services.
- In case of deterioration of vehicles (seat, bodywork, icebreaker hammers etc ....) caused by third parties including students, the SERVICE PROVIDER may not pursue remedies against the CLIENT.

3. THE PRICE

The prices of the SERVICES are deemed inclusive of all obligations described in Volume II hereof and shall be as follows:

- A fixed price per trip covering the wear and tear of vehicles and operating expenses for drivers, chaperones, diesel and maintenance, etc ... as well as all the obligations described in Specification in Volume II.

- In certain exceptional cases described in Specification of Volume II, an hourly or daily rental price,
- The rates are defined in Annex I of the CONTRACT

The above prices shall be valid and applicable for the term of the CONTRACT (i.e. One Academic Year), fixed and non-revisable.

VAT is 0% applicable on the CONTRACT.
The minimum price of the CONTRACT is not guaranteed by the CLIENT and the SERVICE PROVIDER waives all claims against the CLIENT related thereto.

4. TERMS OF PAYMENT

4.1. INVOICING

The SERVICE PROVIDER shall send on a monthly basis a statement of the transport's services made during the previous month.
The invoicing shall be detailed and clearly show the details of the services performed by SERVICE PROVIDER.

4.2. PAYMENT

The payment shall be made according to the accounting rules of the CLIENT.
The invoices for payment shall be made in one original copy containing the following information:

- The name and address of the SERVICE PROVIDER,

- The bank account IBAN number
- The performed service,
- The amount of the service excluding the tax,
- The applicable VAT,
- The price of ancillary benefits
- The invoice date

In case of renewal of the CONTRACT, the evolution of the rates can intervene and shall be made according to the evolution of the prices in the sector of the transport and with the CLIENT's agreement. It cannot be higher than 5% per year. It must be notified in writing before the 15th day of June preceding its date of application.

In the event of disagreement between the parties as to the evolution of the prices, the new prices of the services will be calculated by applying on the tariffs of the school transport the variation intervened to the highest tuition fees on the preceding September 1st. The increase may not, in any case, be greater than 5%.
The CLIENT shall have 30 days to pay. All payments must be made by bank transfer.

No payment will be made until an irrevocable bank deposit is issued from a local bank equivalent to 10% (Ten percent) of the estimated total price of the CONTRACT.

5. VALIDITY OF THE SERVICE DELEGATION CONTRACT AND SAFEGUARD CLAUSES:

The CONTRACT is concluded for One (01) year. It can be renewed expressly by the CLIENT.
The CONTRACT may be interrupted and / or terminated at any time by the CLIENT by registered letter (with acknowledgment of receipt from SERVICE PROVIDER) in case of SERVICE PROVIDER's non-compliance with the specification's clauses.

This case will not entitle SERVICE PROVIDER to **any** compensation.

The SERVICE PROVIDER may terminate the CONTRACT by registered letter with acknowledgment of receipt if it considers that, due to changes made by the CLIENT with respect to its services (change of class schedules of students, etc.); its financial equilibrium is threatened.

In the event of changes during the academic year, the SERVICE PROVIDER undertakes to ensure the operation of the transport service in accordance with the provisions of the CONTRACT until the end of the academic year.

The contract shall enter into force upon its signature and shall become effective two (02) weeks before the beginning of the academic year following its signature. The transportation services are scheduled to begin on **September 05, 2021 and at the latest when received the confirmation of ADEK of the decision to re-open the schools.**

The CONTRACT may be interrupted and / or terminated at any time and for any reason (including Force Majeure) by the CLIENT by formal letter (with acknowledgment of receipt from SERVICE PROVIDER). In this case of SERVICE PROVIDER will be entitled to a maximum compensation equivalent to 50% of the average monthly invoicing for the current month.

6. SERVICE PROVIDER / CLIENT RELATIONS

Any claims made by either party shall be settled by the SERVICE PROVIDER's and the CLIENT's representatives.

7. DISPUTES:

Before seeking the jurisdiction of the Emirati law and the courts of the UAE, the parties undertake to amicably negotiate, as soon as practicable, all the problems arising between them in relation with the execution hereof.

8. TRANSITIONAL MEASURES:

For three (03) months from the date of entry into force, the parties may agree to make amendments hereto, except on financial conditions and tariff systems, with the aim of achieving the maximum satisfaction of students and the families of Lycée Louis Massignon in Abu Dhabi.

Made on..... in Abu Dhabi (UAE).

On behalf of the CLIENT			**On behalf of the SERVICE PROVIDER**	
Full Name	:		Full Name	:
Position	:	***The Principal***	Position	:
Signature	:		Signature	: