



MUNICH
INTERNATIONAL
SCHOOL

School Bus Contract

between

Munich International School e.V.,
legally represented by the Head of School, Timothy J. Thomas
Schloss Buchhof, 82319 Starnberg
(The School)

and

Student: _____ Grade (Student): _____

Address: _____

legally represented by Parents / Guardian.

Preamble:

The School operates as the Munich International School (MIS) with HQ in Starnberg at the address stated above. By means of bus companies engaged by the School, the School offers the students of MIS an extensive school bus transport system organized as an optional service. In order to complete this offer, the parties conclude the following school bus contract:

§ 1 Content

The School will provide the Student with a seat in one of the school buses, which will transport the Student to school (MIS) in the morning and / or from school in the afternoon on fixed bus routes. The Student will be picked up and dropped off at a previously designated bus stop. The bus fee for the service provided by the School is payable by the Student / Parent / Guardian (§3 of the contract).

The exact destinations, their distance-dependent classification into zones are enclosed as attachment 1 in the currently valid version and constitute part of this contract.

Since some families move away and new ones move here, bus routes will be reviewed prior to each new school year and adjusted to the new requirements as far as possible, taking relevant legal issues as well as time and financial constraints into consideration. This may lead to changes from one school year to the next.

The detailed bus information with bus number, bus company, bus stop, scheduled time of departure in the morning and expected return in the afternoon will be provided by the School by e-mail at least one week before the Student starts attending MIS.

The times provided in the information are guidelines only. In the interest of an efficient bus transport service and a punctual start of school, the bus companies under contract with the School and their drivers are required to comply with the timetable whenever possible. Deviations from this and / or from the bus routes and stops for important reasons - especially in bad weather - are expressly reserved. The School will not assume any additional costs if the Student decides to use another means of transport (for example taxi costs or costs of other means of transport)

Desired level of bus service:

- morning only
- afternoon only ⁽¹⁾
- round trip ⁽¹⁾
- return for students grades 1-4 if enrolled with the After School Care Program
(return by bus for Middle and Senior School students)

⁽¹⁾ (Return trip in the afternoon is not available for Early Childhood students/ students with Extended Day Option)

In accordance with the specified routes, the Student will in principle be picked up and dropped off at a stop that is closest to the address indicated on page 1. Alternatively, another address may be used instead on request (e.g. place of parents' employment, residence of relatives, etc.).

If applicable, indicate different address:

It may be possible that a given stop is not within walking distance.

The School shall ensure that the bus companies under contract agree to comply with all relevant statutory provisions and other provisions on the safety and transport of persons (e.g. the Act on Passenger Transport), in particular those applicable to the transport of students. Furthermore, the requirements for the bus drivers of the companies are specified in the so-called "School Bus Transportation Service Information Brochure", which is enclosed here as attachment 1 in its currently valid version and which is part of this contract. Updates of this School Bus Transportation Service Information Brochure will be published by the School on its website and can be accessed at <https://www.mis-munich.de/Student-Transportation>.

In addition, all other mutual obligations of the contracting parties in connection with student transportation, also in the event of disruption / emergencies, may be taken from the School Bus Transportation Service Information Brochure which is enclosed here as attachment 1 in its currently valid version and as such constitutes an integral part of this contract. These include in particular the separately listed MIS rules of conduct for all school bus passengers, compliance of which is hereby expressly agreed.

§ 2 Duration

The fixed term of this contract is deemed to extend to the entire school year 2019/2020 unless otherwise agreed in writing. The contract usually begins on the first day of school and usually ends on the last day of school.

This notwithstanding, the fixed term of the contract may be limited to the end of the calendar year or from the beginning of the calendar year of the current school year at the request of the Student. If the fixed term of the contract is limited until the end of the calendar year, the Student is granted an option to renew the contract at the end of the current school year under the previous conditions. Written notice of exercise of the option must be given to the School no later than 1 month before the end of the fixed contract period (date of receipt decisive). If the Student does not indicate the exercise of this option right in writing, the contract will end on the expiry date of the contractually agreed term.



Student's desired fixed term (model):

- entire school year 2019/2020 (20.08.2019 until 26.06.2020)
 until the end of calendar year 2019 (31.12.2019) with the option to extend until the end of the school year (26.06.2020)
 as of the beginning of calendar year 2020 (01.01.2020 until 26.06.2020)

§ 3 Cost

By participating in the School Bus Transportation Service, the School incurs personnel and transportation costs which must be borne by the Student or his/her legal representative according to the model chosen in accordance with § 2 of this contract (bus fee).

The School Bus Transportation Service is an optional service of the School. The costs for this service will depend on the number of buses (and drivers) required and to be hired from the bus companies under contract to enable the school to offer all routes required for the registered Students. The School receives subsidies from the Bavarian government for the compulsory school attendance years 1-9, which may possibly be credited proportionately to the bus fee for these grade levels. These then pay only the reduced bus fee.

The actual bus fee to be paid is shown on the bus fee list enclosed here as attachment 1 in its currently valid version, also showing the corresponding bank account details.

The bus fee will be due in advance in full within 10 days after receipt of the electronic invoice; the fee includes 7% VAT.

The Student / Parent / Guardian will remain liable to pay the fee also during the free period (school holidays).

The E-invoice will be issued to:

- the Student / Parents / Guardian
 the company or employer of the aforementioned
 a third party

§ 4 Termination

Prior to the beginning of the school year, this contract can be terminated within 14 days after signing this contract. Notice of termination shall be given in writing in order to be effective.

Ordinary termination of the contract is excluded both before and after the beginning of the school year. This shall not affect the mutual right of the parties for an extraordinary notice of termination for good cause and the Student's special termination right in the event of a price adjustment pursuant to § 5 of the contract.

A written notice of termination will be required in any case.

§ 5 Fee Adjustment

In case of an unpredictable and extraordinary increase or decrease in the payroll and operating costs for the Bus Transportation Service provided by the School prior to the start of the school year 2019/2020, the School may adjust the bus fees unilaterally with effect from the start of the school year in accordance with § 315 BGB at its reasonable discretion.

Fee adjustments are to be communicated by the School in writing at least 1 month prior to the onset of the school year 2019/2020. If the bus contract is not terminated in writing within 2 weeks after receipt of the School's notification, the contract will continue on the basis of the adjusted bus fees.

§ 6 Assumption of Debt

The Parent / Guardian of the Student hereby accede to this contract with regard to the bus fee owed by the Student and oblige themselves to the School as joint debtors in addition to the Student within the meaning of §§ 421 et seq. BGB to pay the bus transport fee agreed under this contract. The School agrees to this accession.

In the event that the company or a third party agree to pay the bus fees owed, the so-called "Confirmation of Payment" shall apply which is enclosed to this contract as attachment 2.

§ 7 Components of the Contract

Components of this contract are:

- School Bus Transportation Service Information Brochure (attachment 1)
- Confirmation of Payment of School, Bus and Other Fees (attachment 2)

By signing this contract, both the Student and Parent / Guardian confirm having received a copy of the abovementioned attachments / components of the contract and acknowledged, understood and accepted their content.

Upon conclusion of the contract, these components shall be deemed to have been effectively agreed upon in the contract.

§ 8 Final Provisions

This contract is subject to the law of the Federal Republic of Germany, German law applies. Place of performance is Starnberg, HQ of the School.

Changes of and / or amendments to this contract as well as collateral agreements will only be valid if made in writing.

Should individual provisions of this contract be ineffective or unenforceable or become ineffective or unenforceable after the conclusion of the contract, the validity of the remainder of the contract will remain unaffected. The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision whose effects come closest to fulfilling the economic objective aimed at by the parties with the ineffective or unenforceable provision.

The above provisions apply accordingly in the event that the contract proves to be incomplete.



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Important: Please note that the signature of all persons having right of custody / all legal representatives of the Student is required!

Date Signature of Parent / Guardian 1

Date Signature of Parent / Guardian 2

Date Signature of Student if 18 or older

Attachments:

- School Bus Transportation Service Information Brochure ([attachment 1](#))
- Confirmation of Payment of School, Bus and Other Fees ([attachment 2](#))

Date Signature & Stamp Munich International School e.V.

This section is for school use only:

Bus Code Morning:	Billing Code Morning:	Bus Code Afternoon:	Billing Code Afternoon
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