

School Bus Contract 2022 / 2023

between

Munich International School e.V., Schloss Buchhof, 82319 Starnberg – Germany (“MIS”),
represented by the Board of Directors,
represented by Timothy J. Thomas, Head of School

and

Parents/Legal Guardians of the named student below

Parent/Legal Guardian 1		Parent/Legal Guardian 2	
Surname		Surname	
First name		First name	
Address		Address	
Email		Email	

§1 Authorization

If both Parents or Guardians having legal custody sign this Contract, they hereby authorize each other to make and/or to receive all declarations and notifications in connection with this Contract. They are jointly liable for all obligations arising under this Contract.

Student Name	Date of Birth	Grade in Academic Year 2022/2023	Transportation Start Date

§2 Content of the Contract

2.1 Munich International School e.V. (“MIS”) operates the school at the address stated above. In order to provide its students with an extensive school bus transport system as an optional service, MIS has concluded transportation agreements with various bus companies. With this School Bus Contract, MIS will provide transportation (one seat) for the Student with a bus from and / or to the school based on fixed bus routes. Parents can choose certain bus service levels as set out in §3.6. The Student will be picked up and dropped off at a previously designated bus stop. The exact destinations, their distance-dependent section, as well as the corresponding bus fees, are listed in §5 of this Contract.

2.2 Because some families of MIS move away and new ones move into the area, 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.

2.3 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.

2.4 In the interest of an efficient bus transport service and a punctual start of the school, the bus companies under contract with MIS 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. MIS 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).

2.5 The Parents accept that due to reasons of Force Majeure, including closing of the school or certain grades due to decisions by the authorities, the bus transport service may stop during such Force Majeure events or during the closing of the school or certain grades.

2.6 Desired level of bus service:

<input type="checkbox"/>	morning only
<input type="checkbox"/>	afternoon only ^{(1), (2)}
<input type="checkbox"/>	round trip ^{(1), (2)}
<input type="checkbox"/>	return for Grades 1-4 Students enrolled with the After School Care Program <i>(return with bus for Middle and Senior School Students)</i>

(1) Return trip in the afternoon is not available for Early Childhood Students/Students with Extended Day option.

(2) Afternoon return does not include travel with any Late Activity Bus, for which a separate contract is required and for which a separate fee applies

In accordance with the specified routes, the Student will be picked up and dropped off at a stop that is closest to the address indicated on page 1. It may be possible that a given stop is not within walking distance. Alternatively, another address may be used instead on request (e.g. place of Parents' employment, residence of relatives, etc.).

Please indicate different address:

2.7 MIS 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 bus companies are specified in the so-called "School Bus Transportation Service Information Brochure", which is accessible via the generic document folder in School Base in its current version, to be amended from time to time. Updates of this School Bus Transportation Service Information Brochure will be published by MIS on its website and can be accessed at <https://www.mis-munich.de/Student-Transportation>.

2.8 In addition, all other obligations of the contracting parties in connection with student transportation, also in the event of disruption/emergencies, are set forth in the School Bus Transportation Service Information Brochure, which is enclosed here as attachment 1, which is accessible via the generic document folder in School Base in its current version, to be amended from time to time, 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.

§3 Term of the Contract

3.1 Starting date of the Contract is generally the first day of school in School Year 2022/2023 unless a different starting date is indicated on page 1 of this Contract.

The Contract has a fixed term as chosen by the Parents. The Contract usually begins on the first day of a school year and usually ends on the last day of a school year.

Parents' desired fixed term (model):

<input type="checkbox"/>	Bus Contract for the entire school year 2022/2023
<input type="checkbox"/>	Bus Contract until the end of calendar year 2022 (with the option to extend until the end of the school year)
<input type="checkbox"/>	Bus Contract as of the beginning of calendar year 2023
<input type="checkbox"/>	Bus Contract as of 01. April 2023 (<i>pro-rated</i>)

3.2 In case an option to extend the Contract is chosen, such option needs to be exercised by written notice to MIS no later than 1 month before the end of the fixed Contract period (date of receipt decisive). If the Parents do not indicate the exercise of this option right in writing, the Contract will end on the expiry date of the contractually agreed term as indicated above.

§4 Bus Fees

4.1 By participating in the School Bus Transportation Service, MIS incurs personnel and transportation costs which must be borne by the Parent(s) or his/her legal representative according to the model chosen in accordance with §5 of this Contract (bus fee).

4.2 The School Bus Transportation Service is an optional service offered by MIS. The costs for this service will depend on the number of buses (and drivers) required and to be hired by the bus companies under contract to enable MIS to offer all routes required for the registered Students.

4.3 The destinations listed on page 4 are served in SY 21/22. Some destinations may be deleted and others may be added for SY 22/23. The final table of destinations will be published at the end of July 2022. Please check with the Transportation Office when planning to move or before establishing residence.

Section	KM	Round trip, whole school year (one way is 50% of round trip)	Round trip, half school year (one way is 50% of round trip)
A	0–7	€1,708.00	€854.00
B	7–14	€2,392.00	€1,196.00
C	14–21	€3,076.00	€1,538.00
D	21–28	€3,760.00	€1,880.00
E	>28	€4,556.00	€2,278.00
LAB		€ 800.00 all three seasons	€ 285.00 per season

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

The Parent(s) will remain liable to pay the fee also during the free periods (school holidays).

The e-invoice will be issued to:

<input type="checkbox"/>	the Parent(s)/Legal Guardian(s)
<input type="checkbox"/>	the company or employer of the aforementioned
<input type="checkbox"/>	a third party

Other suggested payment option (please provide details):

Destinations served in School Year 2021/2022 (to be updated in July 2022)

DESTINATION A - I	Section	DESTINATION K - Z	Section
Ambach	C	Kempfenhausen	A
Ammerland	C	Krailling	C
Andechs	C	Laim	C
Allmannshausen	B	Lehel	D
Assenhausen	B	Leutstetten	A
Aufkirchen	B	Lochham	D
Au-Haidhausen	D	Ludwigvorstadt	D
Baierbrunn	B	Maxvorstadt	D
Berg – Ort	A	Mörlbach	B
Berg - OT Maxhöhe	B	Münsing	B
Berg – OT See	A	Neufahrn (Schäftlarn)	A
Bogenhausen	E	Neufahrn (Wolfratshausen)	D
Breitbrunn a. Ammersee	D	Neuhausen	D
Buchenhain	B	Neuried	C
Deisenhofen / Oberhaching	D	Niederpöcking	A
Eching a. Ammersee	E	Nymphenburg	D
Ebenhausen	B	Oberambach	C
Farchach	B	Perchting	B
Feldafing	B	Perlach	E
Fürstenried	C	Planegg	C
Gauting	B	Pöcking	B
Gelting	D	Possenhofen	B
Germering	D	Pullach	C
Giesing	D	Schondorf a. Ammersee	E
Gräfelfing	C	Schwabing	E
Grosshadern	C	Seefeld	C
Grünwald	C	Sendling	C
Hadorf	B	Söcking	A
Haidhausen	D	Solln	C
Harlaching	D	Starnberg	A
Hechendorf	C	Stockdorf	C
Herrsching	D	Strasslach	C
Hohenschäftlarn	B	St. Heinrich	E
Icking	C	Taufkirchen	D
Irschenhausen	B	Tutting	C
		Wolfratshausen	C

§5 Termination

5.1 An ordinary termination of this Contract is excluded. However, Parents can terminate this Contract free of charge within 14 days after signing this Contract. Notice of termination shall be given in writing in order to be effective (receipt date of MIS decisive).

5.2 An extraordinary termination right for good cause and the Parent's special termination right in the event of a fee adjustment pursuant to §7 of the Contract remain unaffected.

5.3 Any termination requires written notice.

§6 Fee Adjustment

6.1 In case of an unpredictable and extraordinary increase or decrease of costs for the Bus Transportation Service provided by MIS prior to the start of the school year 2022/2023, MIS may adjust the bus fees unilaterally with effect from the start of the school year in accordance with § 315 BGB at its reasonable discretion.

6.2 Fee adjustments are to be communicated by MIS in writing at least 1 month prior to the beginning of the school year 2022/2023. In case of a fee increase, the Parents are entitled to terminate this Contract in writing within 2 weeks after receipt of the MIS's notification, otherwise the Contract shall continue on the basis of the adjusted bus fees.

§7 Third Party Payment

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 and is enclosed to this Contract as accessible via the generic document folder in SchoolBase.

§8 Accompanying Documents

- School Bus Transportation Service Information Brochure
- Confirmation of Payment of School, Bus and Other Fees

By signing this Contract, the Parent(s) confirm that they have read the Contract and the accompanying documents and acknowledge, understand and accept their content. These accompanying documents are an integral part of the Contract.

§9 Final Provisions

9.1 This Contract, including all accompanying documents accessible via the generic document folder in SchoolBase, are governed by and construed in accordance with the laws of the Federal Republic of Germany. Place of venue and of performance is Starnberg.

9.2 No amendment to this Contract is effective unless it is in writing, identified as an amendment to this Contract and signed by each party.

9.3 If any provision of this Contract, wholly or in part, is or becomes void, invalid or unenforceable, the effectiveness and enforceability of the remaining provisions shall not be affected thereby. To the extent legally permitted, the void, invalid or unenforceable provision shall be deemed to be replaced by a legally valid and enforceable provision which comes as close as possible to the economic and legal purpose pursued by the parties. The same shall apply in case of any missing provision in this Contract.

9.4 The Parent(s) shall immediately inform MIS in writing of any material changes affecting the Contract, such as changes of name or address, contact details or legal custody for the Student. Any additional costs of MIS resulting from the non-adherence to this obligation shall be borne by the Parent(s).

9.5 This Contract may be executed by the parties to it on separate counterparts, each of which will be an original but all of which together will constitute one and the same Contract. The Contract is not effective until each party has executed at least one counterpart.

9.6 All legally binding statements and other notices in connection with this Contract shall be made in writing. The written form requirement shall be satisfied through transmission by facsimile or an exchange of letters. An electronic transmission (such as by e-mail) shall be sufficient to satisfy the requirement that notices be made in writing.

⚠ Important: Please note that the signatures of all persons having right of custody/all legal representatives of the Student are required!

Signature of Parent 1/Legal Guardian 1	Signature of Parent 2/Legal Guardian 2
Name of Parent 1/Legal Guardian 1	Name of Parent 2/Legal Guardian 2
Place/Date	Place/Date

This section is for school use only:

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