

## **TERMS AND CONDITIONS – Wesleyan School 2009/2010**

### **General**

These terms and conditions govern the provision of services by IC-International Concepts Corp. (ICC) to its Customers (Customer). This Registration is an agreement for the provision of student transportation by ICC to Customer for the **full school year, at the stated fees.**

### **Fuel Surcharge**

Fuel surcharge may apply to customers not using single payment plan. Surcharge shall not exceed \$125.00 per student. Surcharge will apply if retail fuel cost increases, at any time during the school year by more than 30% from the January 2009 average fuel prices as determined by the US Department of Labor Bureau of Statistics (<http://www.bls.gov/cpi/>).

### **Service Period and Dismissal Times**

ICC provides transportation service from the first to the last day of classes. ICC offers earlier departures from school on dates in which the dismissal time for the entire school is earlier. On days in which selected grades have a different dismissal time, ICC's departure schedule will remain unchanged to accommodate all student riders.

### **Registration Processing**

ICC prioritizes registrations by date of receipt. ICC accepts fax registrations if payment arrives within ten (10) business days from fax date. If a route is unavailable when ICC receives registration, ICC will notify Customer immediately. Customer may opt to have registration placed on a waiting list, choose an alternate route, or receive full refund of fees paid.

### **Conditional Registrations and Refunds**

Registration fees are 100% refundable if Customer notifies ICC, in advance, that registration is subject to new student's acceptance by the school. In case of non-acceptance, customer must notify ICC before June 1 in order to receive full refund of fees paid.

Cancellation by Customer before June 1, for reasons other than student's non-acceptance by the school, forfeits the Registration Fee of \$400.00. The annual agreement is in force June 1.

ICC may cancel published routes before the start of classes if registrations do not meet minimum capacity requirements. If route cancellation by ICC occurs before the start of classes, Customer will receive full refund of fees paid.

### **Route Schedules and Route Modifications**

ICC makes best efforts to operate routes as per published schedules. Delays may occur because of conditions beyond ICC's control such as traffic, weather, mechanical reasons, or late release of students by the school. ICC will attempt to notify customers if a route is operating more than ten (10) minutes behind schedule.

ICC may modify schedules and itineraries periodically to accommodate new traffic conditions, route enhancements, or school schedule changes. If a change permanently affects location or time of pick up for a student, ICC will review change with Customer before implementation. If time change exceeds ten (10) minutes, Customer may request a different route, or discontinue service and receive prorated refund of fees paid.

### **Weather Conditions**

ICC may delay and/or cancel routes because of hazardous weather conditions. Even if the school is open for students with safe access to the school, ICC bases its decision to operate routes on whether it is safe to operate school buses and vans. Customers should call 678-947-4969 to check on status of routes.

### **Seating Capacity and Seat Assignments**

School buses have capacity for seventy-two students, three students per seat. In consideration of student's comfort, ICC assigns two students per seat for fourth grade and above. Thus, the "comfortable" capacity is approximately sixty seats per bus.

ICC assigns seats by grade level at the beginning of the school year. Students may exchange seats by mutual agreement if they notify driver. Customer may use registration form to request seating arrangements, (seat next to friend, sibling, etc.). Registrations received after August 1 may have a seat assignment that does not follow these guidelines.

### **Discipline**

ICC may suspend or discontinue service to students for a serious violation of School Bus Rules or Student Code of Behavior. Customer will receive School Bus Rules before the beginning of school year. The Student Code of Behavior is in the school handbook. In order to restore riding privileges of a suspended student, parents must acknowledge suspension by returning endorsed suspension notice to ICC. ICC will inform the school of disciplinary actions.

### **Destruction of Property and Delinquent Payments**

Customer is responsible for damages to vehicles caused by student's erratic behavior. ICC reserves the right to suspend service to students with delinquent payment.

### **Lost Items**

Students recover most items left behind in ICC buses. Although ICC makes best efforts to locate lost items, the company is not responsible for items left behind by students.

### **Guest Riders**

Students may not bring unregistered guests on buses or vans. Customers must contact ICC for procedures on guest student riders.

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Parental Signature in acceptance of above terms

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Today's Date