

AGREEMENT

GO KIDS TRANSFERS

info@gokids-transport.co.za

APPLICANT/CHILD PERSONAL DETAILS			
First Name		Surname	
Gender		Date of Birth	
Grade			
Residential Address			
School Name			
School Address			
Medical Conditions		Allergies	

PARENT/GUARDIAN DETAILS			
Mother's Name		Contact Number	
ID Number		Email Address	
Father's Name		Contact Number	
ID Number		Email Address	
TRAVEL DETAILS			
AM Pick Up Address			
PM Pick Up Address			
Drop Off Address			
Person to take collection of child(ren)		Contact Number	
COLLECTION TIMES			
Monday AM		Monday PM	
Tuesday AM		Tuesday PM	
Wednesday AM		Wednesday PM	
Thursday AM		Thursday PM	
Friday AM		Friday PM	

Terms and Conditions

1. Definitions

- 1.1 "Client" shall mean the parent or legal guardian of the child or children.
- 1.2 "GO KIDS TRANSPORT " shall include references to GO KIDS TRANSPORT its officers, office bearers, employees, agents and other persons authorised by GO KIDS TRANSPORT from time to time.
- 1.3 "Services" shall include daily transport services for the Client's child or children from Monday to Friday as per the agreed terms with the Client.

2. Deposit

- 2.1 The Client shall pay a deposit of a full month's fee, which is payable in advance with the first month's payment.
- 2.2 The Client should make all the necessary payments before cancellation of the contract.

3. Duration

3.1 Notwithstanding the date of signature, this agreement shall commence on and be enforced and effective from the _____ and shall continue for a period of 12 months.

3.2 Please be informed that during the school holidays, the service can still be used by any family members, provided it is within the actual distance.

4. Monthly Payment

4.1 Payment is expected in advance and should be made to the following account:

Bank Name: NEDBANK

Account Name: SPACE CUBE (PTY) LTD

Account Number: 1141545926

Branch: FOURWAYS

Branch Code: 168405

Registration Number: 2015/440091/07

4.2 Payments must be made on or before the **25th and NO LATER than the 1st of every month.**

4.3 Payment confirmations must be sent to tumisane26@gmail.com

4.4 Invoices shall be forwarded to the Client on an automated system on the 25th of each month. Please reference your payments with the Client number as it appears on the invoice.

4.5 Failure to effect payment by the specified date (1st) will result in the immediate suspension of services until the payment is made and confirmation is received. We would like to bring to your attention that, as a business, we, too, have expenses that become due and payable. Delay in payments will result in operational delays for your service.

4.6 We have the option of a Debit order on your account, which is attached below for your convenience, should you wish to make use of this facility.

4.7 The client agrees to the following:

Fee: _____

5. Schedules

5.1 The Client agrees that all schedules for the following week shall be forwarded to GO KIDS TRANSPORT by Friday at 3 pm.

5.2 In the event of any changes/amendments to the agreed schedule, all changes shall be forwarded to GO KIDS TRANSPORT in writing the previous day before the close of business to ensure that the child is picked up on time the following day.

5.3 Acceptance of any changes or amendments made by the Client shall be confirmed in writing by GO KIDS TRANSPORT for the change or amendment to be considered a valid change or amendment

6. Cancellation in terms of Section 14 of the Consumer Protection Act

6.1 The Client may cancel the agreement regarding services rendered upon expiry without penalty or charge or by giving GO KIDS TRANSPORT 20 (twenty) business days' written notice. In the event that the client cancels the agreement before the expiry, the client shall be liable for a 10% penalty fee of the amount due for the remainder of the agreement, excluding interest.

6.2 GO KIDS TRANSPORT cancel the agreement by giving 20 (twenty) days' written notice to the client in the event that the client is in material breach unless the client rectifies the breach within time.

6.3 GO KIDS TRANSPORT shall give the client 40 (forty) business days' written notice before the expiry date of the agreement of the impending expiry date, which shall include material changes that would apply if the agreement is to be renewed

6.4 In the event the client does not terminate the agreement on the expiry date or agrees to the renewal of the agreement for a further fixed term period the agreement will automatically continue on a month-to-month basis subject to any material changes of which GO KIDS TRANSPORT has given notice

7. Supply of Services in terms of Section 19(6) of the Consumer Protection Act

7.1 GO KIDS TRANSPORT guarantees that the services will be rendered at the agreed place on the

agreed date and time at GO KIDS TRANSPORT risk

- 7.2 In the event that the services are not rendered as agreed the client shall have the right to:
- 7.2.1 Accept performance of service at that location, date and time OR
 - 7.2.2 Require performance at that agreed date, time and place in the event the agreed time or date has not passed
 - 7.2.3 Cancel the agreement without penalty and treat the performed services as unsolicited services.

8. Supply of quality services in terms of Section 54 of the Consumer Protection Act

- 8.1 In the event GO KIDS TRANSPORT fail too:
- 8.1.1 Provide timely performance and completion of services and timely notification of any unavoidable delay in performance of services;
 - 8.1.2 Provide performance of services in a manner and quality that persons are generally entitled to expect

9. Dispute Resolution

Both parties consent to the jurisdiction of the magistrates Court in respect of any action or proceedings which may be brought against either of them by the other; provided that wither part shall be entitled to bring any proceedings in the High Court where such proceedings would, but this consent, fall outside the jurisdiction of the Magistrates Court

10. Costs

- 10.1 In the event of either party breaching, any obligation under this agreement and the aggrieved party deeming it necessary to engage the services of a registered debt collector to recover any payments which may be due or payable, the infringing party shall be liable for:
- 10.1.1 Tracing agent fees (if required)
 - 10.1.2 Fees, disbursements and expenses to which the debt collector is entitled in terms of the Debt Collectors Act
 - 10.1.3 Collection Commission in the amount of 10% on each instalment paid to the attorney or paid directly to the aggrieved part following hand-over of the matter to the attorney, provided that the collection commission charged shall not exceed the statutorily prescribed maximum amount.
- 10.2 In the event of either party breaching, any obligation under this agreement and the aggrieved party deeming it necessary to engage the services of an attorney to enforce his/her rights (including the right to receive payment), the infringing party shall be liable for;
- 10.2.1 Tracing agents fees if required
 - 10.2.2 The attorneys costs on an attorney and own client scale;
 - 10.2.3 Collection commission in the amount of 10% on each instalment paid to the attorney or paid directly to the aggrieved party following hand-over of the matter to the debt collector, provided that the collection commission charged shall exceed the statutorily prescribed maximum amount.
- 10.3 The aggrieved party's attorney or debt Collector (as the case may be) shall on receiving a payment from the infringing party, have the right to allocate such payment firstly towards disbursements incurred by the attorney or debt collector, secondly towards fees to which the attorney or debt collector is legally entitled, thirdly towards interest due to the aggrieved party and finally towards the capital amount due to the aggrieved party.

11. Indemnity

- 11.1 The Client indemnifies GO KIDS TRANSPORT and holds GO KIDS TRANSPORT harmless against any claim/demand/action or causes of the action which the client or the clients child/children, his/her next-of-kin, parent, guardian, personal representatives and/or dependants may institute for damages or loss arising out of any accident, death, personal injury, loss or damages of personal belongings, illness suffered, by or sustained to any of the above mentioned passenger/s, whilst in transit, except in the event of gross negligence on the part of GO KIDS TRANSPORT or any representative of GO KIDS TRANSPORT .
- 11.2 Nothing in the above document shall limit the right of any child/children, next-of-kin, parent or

guardian, personal representative and/or dependants from taking action against any third party (with the

exception of GO KIDS TRANSPORT) including but not limited to the contractor, bus operators or their officers, employees, agents or other persons authorised to act on their behalf.

12. Clients Obligations

12.1 The client agrees that the vehicles are supplied in the operation of the transport service for the Clients child/children in accordance with the conditions and rules (enclosed herewith) defined and agreed by GO KIDS TRANSPORT and the Client.

12.2 The client shall GO KIDS TRANSPORT for the transport services at the beginning of the month for the provision of the service at the prescribed rates and the client shall be bound by the conditions and bus rules defined and agreed between both parties.

12.3 In the event of any emergency, the Client gives consent to GO KIDS TRANSPORT to arrange such medical attention for the Clients child/children as may be reasonable and available in the circumstances and the Client undertakes to pay all medical and hospital fees and incidental charges in respect of medical attention given to the Clients child/children and to reimburse GO KIDS TRANSPORT for any fees or charges and all incidental costs and expenses which may have been paid by GO KIDS TRANSPORT

12.4 The Client agrees in the event the Client should board any of the vehicles under the said transport service there shall not be any insurance coverage for that Client, and that GO KIDS TRANSPORT shall not be held liable in any way whatsoever. The Client agrees that the vehicles are provided solely for the transportation of the Clients Child/children and the Client shall not, under any circumstances ride with the Clients child/children in the vehicles.

12.5 In the event the Clients child will not be using the services for whatever reason, the Client shall notify GO KIDS TRANSPORT prior to the pickup time.

12.6 Failure to notify GO KIDS TRANSPORT that the Clients child has permission to stay after school may result in the child being put in the vehicles and taken home as usual. If the child is sick, please also advise the driver and management to avoid the vehicle waiting for pick up and being unnecessarily delayed.

13. GO KIDS TRANSPORT Obligations

13.1 GO KIDS TRANSPORT undertakes the following:

13.1.1 All drivers are checked for any criminal records.

13.1.2 All vehicles are serviced regularly.

13.1.3 All vehicles are fitted with fire extinguishers.

13.1.4 All drivers undergo a driving test to ensure they can drive carefully.

13.1.5 All drivers have valid PDP licenses.

13.1.6 No adults other than those authorized by GO KIDS TRANSPORT Management are allowed to travel on the vehicles.

13.1.7 All vehicles are fitted with tracking devices.

14. Students Code of Conduct

14.1 Students shall wear seatbelts at all times whilst they are travelling on the vehicles provided GO KIDS TRANSPORT.

14.2 Students are expected to speak in a quiet tone of voice, and use acceptable language.

14.3 No eating or drinking is allowed on the vehicles.

14.4 Students are to act in a safe manner by keeping their hands and feet to themselves and within the vehicles.

14.5 Students are to be courteous and respectful towards the driver, attendants and fellow students. Rudeness to drivers/attendants and fellow students will not be allowed on the vehicles. The driver will report all matters of misbehaviour to the management of and GO KIDS TRANSPORT shall take action accordingly. This will involve GO KIDS TRANSPORT telephoning the parents of the child concerned. A second complaint may lead to suspension of services. Payment shall be refunded pro-rata in the event of suspension.

14.6 Dangerous and sharp object such as pocket knives are not allowed on the bus. Pencils, pens, toys etc., should be kept inside school bags.

14.7 Only contracted students and the employees of GO KIDS TRANSPORT are allowed on the vehicles.

14.8 Seats cannot be saved and/or reserved for friends travelling on the vehicles.

- 14.9 The changing of clothes in the vehicles is strictly forbidden.
- 14.10 No pets are allowed in any vehicles at any time.
- 14.11 Students will be dropped off ONLY at the school and at their home.
- 14.12 No provision will be made for students taking their friends home and who normally travel in another vehicle.
- 14.13 Students may occasionally be moved from one vehicle to another to accommodate changes in pick up areas.
- 14.14 Students residing on roads with dead-end or narrow lanes must walk to the pick-up points designated by GO KIDS TRANSPORT or the school.
- 14.15 Students are not allowed to contact the drivers directly and arrange to be picked up at a different place or time without permission of the undersigned parent/guardian.

**Please be advised that we will work as close to possible to the times that you have indicated.*

We/I the undersigned agree to the terms of payment and conditions stipulated in this contract and accept that this is a legally binding document and it shall be treated as such.

Signature		Name	
Signed at		Date	