

ANNEXURE F

STANDARD CONTRACT FOR EDUCATION TRANSPORT SERVICE

1. AGREEMENT

THIS AGREEMENT is made between:

.....

(The Educational Institution)

hereafter called the “**Institution**”, whose physical address is:

.....
.....
.....
.....

of the first part, and:

.....

(The Educational Transport Operator)

hereafter called the “**Operator**”, whose physical address is:

.....
.....
.....
.....

operating on the authority of the following operating licence/s:

.....

of the second part.

The Special Procedures for Legalisation and Provision of Educational Transport Services and its annexures, plus revisions thereof shall form part of this Agreement.

2. THE SERVICES

There might be a need for the following (herein after called the Services):

- A Transport services to and from the educational institution on a regular basis.
- B Transportation of lecturers, teachers, students or learners on an Ad hoc basis as defined in “The Act” as a “charter service”

and the Operator is offering to undertake the Services on the terms and conditions contained herein

3. UNDERTAKING OF THE SERVICES

1. For the consideration expressed in Clause 2 below, the Operator, subject to the following terms and conditions, undertakes to assume and be responsible for the performance in full of the Services.
2. The Operator undertakes that in connection with the performance of its obligations hereunder: -
 - 2.1 The Operator will comply with the Special Procedures for Legalisation and Provision of Educational Transport Services Regulations and its annexures.
 - 2.2 The Operator will at all times operate according to the authority of his or her operating licence.
 - 2.3 The Operator will at all times use the loading and off-loading areas as indicated by the Institution and will not load and off-load passengers at any other point at the institution.
 - 2.4 The Operator will only transport the passengers as contained in his Passenger List as set out in Schedule 1 as part of his regular services.
 - 2.5 The Passenger List must at all times be kept up to date and must be available in the vehicle for inspection.
 - 2.6 The Operator shall ensure that passengers are off-loaded and loaded at the Institution on the times as stated in Schedule 2.
 - 2.7 The Operator shall at all times keep the Record of Particulars of Trips up to date and available for inspection.
 - 2.8 If the Operator is contracted by the Institution for a Chartered Service, the Operator shall provide the Service on the route, date and time of travel as decided by the Institution.
 - 2.9 In the case of a Chartered Service the Operator or his or her driver will not charge the passengers individual fares.

4. REMUNERATION

3. The Operator will obtain payment for the Services direct from the passengers and the Institution has no obligation to assist with the collection of payment and is not liable for any payments due to the Operator by passengers.
4. If the Institution chooses to enter into agreement with the Operator for the provision of Services on behalf of its lecturers, teachers, students or learners, or wishes to contract the Operator for a Chartered Service, payment for the Services will be according to a separate agreement. Services shall however still be provided according to the principles of this contract.

5. TERMINATION OF AGREEMENT

5. Without prejudice to any rights or remedies which the parties may have against each other or to any other provision of this Agreement, this Agreement may be terminated forthwith by either party:

- 5.1 In the event of either party committing any breach of this Agreement which is remediable and not remedying the same within 21 days of written notice from the other party requiring such remedy or
- 5.2 Upon written notice by either party to the other party if: -
 - 5.2.1 being a partnership any partner in either party shall become bankrupt or have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall make any conveyance or assignment for the benefit of his creditors or shall grant any trust deed on behalf of his creditors or shall purport to do so or shall have any application made against him under any Bankruptcy Act for the time being in force for the sequestration of his estate or
 - 5.2.2 being a company a order is made or an effective resolution is passed for the liquidation or winding up or any similar judicial process or
 - 5.2.3 either party ceases or threatens to cease to carry on its business or substantially the whole of its business or disposes of its undertaking or stops or threatens to stop payment of its debts, or loses its licence/s to operate its business.

6. NON-TRANSFERABLE

- 6. The rights and obligations of each of the parties of this Agreement are personal to such party and may not be assigned, sub-contracted, charged, delegated or transferred in any way whatsoever by such party without notification to the other party and the written consent of the Provincial Registrar.

7. MEDIATION AND/OR LEGAL PROCEEDINGS

- 7. Any notice required or authorised to be given under this Agreement or any other communication between the parties provided for under the terms of this Agreement shall be served by pre-paid registered letter or airmail letter (as appropriate) or by cable or by telex or facsimile addressed to either party at the address given above or any other address notified to the other as its address for service.

Any notice so given by post shall be deemed to have been serve three days after the same shall have been posted and any notice so given by cable shall be deemed to have been served twenty-four hours after it shall have been despatched and any notice so given by telex or by facsimile shall be deemed to have been received on despatched and in proving such service it shall be sufficient to prove that the letter cable or telex or facsimile containing the notice was properly addressed and as the case may be put into the post, handed to a cable officer or transmitted. Any such notice transmitted by facsimile shall be confirmed by letter.

- 8. This Agreement shall be governed and construed and performed solely in accordance with South African Law.

SIGNED for and on behalf of the Institution at.....on thisday of20..... in the presence of the undersigned witnesses.

SIGNED BY
for and on behalf of the Institution

in the presence of (Witness)

SIGNED for on and on behalf of the Operator at.....on this
.....day of20..... in the presence of the undersigned witnesses.

SIGNED BY
For and on behalf of the Operator

in the presence of (Witness)

SCHEDULE 1

List of Passengers

(To be completed)

SCHEDULE 2

Loading and Off-loading Times

(To be completed)

