

PTA BUS FUND

TERMS AND CONDITIONS FOR THE PAYMENT OF BUS FEES FOR 2021

KINDLY COMPLETE, SIGN AND RETURN THIS FORM, TOGETHER WITH A CERTIFIED COPY OF YOUR IDENTITY DOCUMENT, IN A SEALED ENVELOPE ADDRESSED TO THE FINANCIAL SECRETARY OF THE PTA BUS FUND, ON FRIDAY, 13 NOVEMBER 2021.

NAME of LEARNER(S): _____ GRADE: _____

- The PTA Bus Fund charges bus fees as determined by the market.
- The father and mother and/or guardian(s) (where applicable) of every learner are jointly and severally responsible for bus fees in respect of such a learner.
- Please note that this is a fee-paying Bus Fund and fees are payable annually in advance, unless an alternate payment agreement has been entered into with the PTA Bus Fund.

I, _____, hereby declare that I am the person responsible for the payment of the bus fees for _____

and that he/she /they will use the _____ bus route from _____ 2021.

I bind myself contractually to abide by the following payment option:-

Please indicate the chosen payment plan of your choice with an x in the relevant box.

1. Single payment of the full annual amount not later than Friday, 28 February 2021, minus a discount of 3%.
2. Cash or internet payment for the amount due for the term, payable quarterly in advance, not later than the first Friday of every term. No discount applicable.
3. Cash or Internet (10 monthly instalments of the annual bus fees, payable monthly in advance), received strictly not later than the 16th or on the last day of every month from 16 / 31 January 2021 and monthly thereafter up to and including 16 / 31 October 2021. No discount applicable.
4. Payments by debit- or credit card at the school's financial office on the same dates as specified above.
5. Debit order (10 monthly instalments, payable from January and monthly thereafter up to and including October 2021. No discount applicable. (Please fill in the enclosed debit order on the last page.)
6. (This option is not applicable to Hermanus Primary School learners.) Apply for a subsidy which will be a maximum of approximately R505.00 per term, variable according to income, and pay the rest in the same manner as mentioned in paragraph 4 above. Please note that should you select this option, you must personally collect an application form from the Financial Secretary as soon as possible. The application form has to be signed in the presence of a Commissioner of Oaths and returned to the Financial Secretary, together with certified copies of the relevant documentation, without delay. Until such time that the application form has been received and been approved or rejected by the Western Cape Education Department, the full monthly instalment must be made to the PTA Bus Fund each month.

Bank Details: OOV BUSFONDS - ABSA BANK – 632005 – Acc No/Rek no: 3220261041

NB: Should you pay your fees directly into our bank account, please remember to fax or email proof of payment to (028) 313 0814/ bus@hadmin.co.za, for attention of the bus secretary. Please refer to paragraph 6 below.

Initials: Parent 1 / Guardian 1 _____ Parent 2 / Guardian 2 _____

We, the undersigned parents / guardians of _____, hereby acknowledge that we are lawfully indebted to the PTA Bus Fund, subject to the Terms and Conditions on the last page of this document which we confirm we have read and understood, for the sum due for the bus fees for the relevant bus route for 2021. We also acknowledge the right of the PTA Bus Fund, or its assignee/s, to increase the tariff, giving 1 (one) calendar month's written notice in advance.

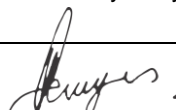
We undertake herewith, in our said capacity, to accept the accompanying transport regulations as legal and binding in relation to the contractual relationship that will ensue between the PTA Bus Fund and ourselves after acceptance of this application to make use of this transport service.

We the parents / guardians hereby choose the following physical address (es) as the parents' / guardians' *domicilium citandi et executandi* for the purposes of these Terms and Conditions and undertake to notify the PTA Bus Fund in writing of any change of any of the addresses set out below. The signatories warrant that the terms and conditions of the contract have been read and understood and are agreed to and the contract is entered into on such terms and conditions.

NB: Fields that are marked with * are compulsory. Please notify the PTA Bus Fund immediately if any of your details change.

Parent 1 / Guardian 1 (Full Name & Surname in print please) *	Parent 2 / Guardian 2 (Full Name & Surname in print please) *
Physical Address*	Physical Address*
Postal Code:	Postal Code:
Tel:*	Tel:*
Cell:	Cell:
E-mail:*	E-mail:*
Postal Address*	Postal Address*
Postal Code:	Postal Code:
Name of Employer*	Name of Employer*
Tel:*	Tel:*
Address of Employer*	Address of Employer*
Postal Code:	Postal Code:

SIGNED at _____ on the _____ day of _____ 20_____

ID of Parent 1 / Guardian 1*	
Signature of Parent 1 / Guardian 1*	
ID of Parent 2 / Guardian 2*	
Signature of Parent 2 / Guardian 2*	
Full Name of Financial Secretary	Mrs. Jacky Booyens
Signature of Financial Secretary	

TERMS AND CONDITIONS OF THE PTA BUS FUND ARE AS FOLLOWS:

1. The bus fees are payable annually in advance not later than Friday, 26 February 2021, unless one of the provided alternate payment plans have been selected and this selection approved with the signature of the Financial Secretary. In the event of the parents / guardians failing to make any payment promptly on or before the due date, the PTA Bus Fund shall have the right to demand the immediate payment of the total amount owing to the PTA Bus Fund. The parent / guardian further accepts that in such circumstances, the parent / guardian shall be liable for the payment of all legal fees on the attorney-and-client scale of costs, including collection commission, incurred by the PTA Bus Fund in demanding and enforcing compliance with the parent's / guardian's obligations in terms hereof.
2. In order to qualify for the 3% discount on bus fees that is applicable if the single payment plan is selected, the total amount that is due must be paid in full not later than Friday, 26 February 2021.
3. If cash payments are made directly at ABSA, or if internet payments are chosen, payments must be made not later than the 16th or on the last *day of every month*. Please remember to quote the relevant account number as per the PTA Bus Fund's bus fee statement as reference on the payment advice slip. Please fax proof of payment to (028) 313 0814 or email bus@hhadmin.co.za.
4. If cash, debit or credit card payments are made at the Financial Secretary's office, these must be submitted not later than the 16th or on the +last day of every month.
5. If any portion of the total amount of bus fees that is payable in terms of a specific payment plan is not paid on or before the specified date, the full outstanding amount of the annual bus fees will become due and payable and may be handed over for debt collection. Furthermore, the full outstanding amount of the annual bus fee will attract interest at the rate of 2% per month calculated from the due date until the actual date of payment of the outstanding portion.
6. Please bear in mind that should any payment not be received on the due date, the learner will immediately no longer be able to make use of the transport services. Your child will not be allowed on the bus and you will have to arrange for alternative transport. No communication whatsoever will be made to inform you beforehand. Communication will be made via your child.
7. All bus fee payments shall be deposited into the "OOV Busfonds" account (ABSA Bank Hermanus, Branch code 632005; Account no. 322 026 1041) and the relevant account number as per the PTA Bus Fund's fee statement shall be used as reference.
8. For the purpose of any legal action arising from this agreement we hereby consent to the jurisdiction of the Magistrate's Court notwithstanding the fact that such proceedings may otherwise be beyond its jurisdiction and confirm that whole cause of action arose wholly within the district of the Hermanus Magistrate's Court. This clause shall constitute the required written consent conferring jurisdiction upon the said court pursuant to the provisions of the Magistrate's Court Act of 1944.
9. All payments made to the "OOV Busfonds" shall be allocated in the first instance to the payment of Debt Collection Costs, then to the payment of Interest and finally to the payment of Bus Fees.
10. The parents / guardians further agree that any notice sent to the parents / guardians by prepaid registered post / email at the chosen postal / email address shall be deemed to have reached the parents / guardians within seven days after the date of dispatch, unless the contrary is proved.
11. Parents are responsible for informing the PTA Bus Fund and / or his assignee/s (forthwith called "the OWNER") *in good time* if the transport service is no longer needed. If the parents omit to inform "the Owner" accordingly they *accept that not making use of the service for a specific day or period does not exempt them from paying the agreed tariff*.
12. The owner has the right to terminate the transport service of a learner who is guilty of unacceptable behaviour (at the complete discretion of the owner) and persists with this behaviour after 3 (three) warnings to stop this behaviour. *The owner will not be responsible for refunding any monies paid in advance/still due for the period by the parents of such learner after the termination of usage of this transport service.*
13. These regulations, as well as changes to them that may occur from time to time, of which said changes will be notified to the parent / guardians or their legal representatives / estates / assignees, bind the parent / guardians and/or their legal representative / estates / assignees and stay binding to the date on which the agreement for the usage of this transport service is terminated in writing by either of the two parties concerned.
14. The parents / guardians further agree that no variation of these Terms and Conditions shall be of any effect unless reduced to writing and signed by the parents / guardians and the Financial Secretary on behalf of the bus fund.

Initials: Parent 1 / Guardian 1 _____ Parent 2 / Guardian 2 _____



HOËRSKOOL HERMANUS HIGH SCHOOL

DEBIT ORDER AUTHORIZATION FOR BUS FEES

For office use only	Debit Order No.:						
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Account Holder Details:

Parent's Full Names		
Home Address		
Tel (home):	Tel (work):	Cell:
Learner's Surname	Learner's First Name	Bus Fee
	TOTAL Monthly Payment	R

Bank Details:

Account Holder:													
Bank:													
Branch Name:								Branch Code:					
Account Type:	Cheque:			Savings:			Transmission:						
Account No.:													

Please attach a copy of a cancelled cheque, or bank verification of your account number.

Debit Order Processing: (15 January – 31 October)

15 th of each month		25 th of each month		Last day of each month	
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NB: Please note that where the applicable day falls on a weekend or public holiday the debit order will be processed on the day closest to the applicable date.

I, the undersigned, hereby authorize Hermanus High School to withdraw the above amount from my bank account. Unless cancelled in writing by the School, this arrangement remains valid until the full annual bus fees have been paid.

UNDERTAKING:

“I/We acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may not cede or assign any of its rights in terms of this authority to any third party without my/our prior written consent and the I/we may not delegate any of my/our obligations in terms of this authority to any third party without prior written consent of this authorized party.”

Signature of Account Holder

Date

Signature of Fee Payer (if not Account Holder)

Date

Please print name