



## TERMS AND CONDITIONS – SCHOLAR

### DEFINITIONS

|                              |                                                                                                                                                                                                                              |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Allocated Area”             | means the area identified by Rubix as the collection point at the pickup location specified on the online Rubix Registration form;                                                                                           |
| “Child”                      | means the Child listed on the online Rubix Registration form requiring the Service;                                                                                                                                          |
| “Child minder”               | means the person authorized by the Client to receive the Child at the Destination;                                                                                                                                           |
| “Client”                     | means the parent, guardian or authorized adult responsible for the Child as identified in the Registration form;                                                                                                             |
| “Client Code of Conduct”     | means the set of rules by which every Client and Child are to adhere to whilst utilizing the services offered by Rubix;                                                                                                      |
| “Collection time”            | means the time that collection is required as stipulated in the Registration form;                                                                                                                                           |
| “Departure point”            | means the location from which the Child will be collected as stipulated in the Registration form;                                                                                                                            |
| “Destination”                | means the location to which the Child is to be transported to as stipulated in the Registration form;                                                                                                                        |
| “Driver/s”                   | means the qualified person rendering the Service on behalf of Rubix;                                                                                                                                                         |
| “Indemnity form”             | means the Indemnity as reflecting on the online Rubix Registration form;                                                                                                                                                     |
| “Onboard safety officer/s”   | means the authorized employee/agent, on selected routes, who accompanies the Driver/s, supervises the Child and enforces the Rubix operational safety and behavioral procedures as documented in the Client Code of Conduct; |
| “Quotation”                  | means the verbal or written quotation for the Service provided by Rubix.                                                                                                                                                     |
| “Registration form”          | means the online Rubix Registration form;                                                                                                                                                                                    |
| “Rubix”                      | means Rubix Group CC, a South African close corporation having Registration number CK 2011/084857/23, its employees, agents and licensees;                                                                                   |
| “Rubix property”             | means the Rubix vehicle (including interior and exterior), Safety seats, accessories and any other property used in connection with the Service;                                                                             |
| “Rubix Terms and Conditions” | means these terms and conditions which, together with the online Rubix Registration form and Quotation, shall constitute the entire agreement between Rubix and the Client;                                                  |
| “Rubix vehicle”              | means any vehicles owned or operated by Rubix, its Drivers, agents or licensees;                                                                                                                                             |
| “Safety seat”                | means a child car seat or booster seat certified with SABS approval;                                                                                                                                                         |
| “Service”                    | means the transportation of the Child from the Departure point to the Destination;                                                                                                                                           |



The Client acknowledges that Rubix terms and conditions may be updated as and when required and will be made available to the Client on their website and the Client agrees to continually familiarize themselves with the terms and conditions of Service.

## 2. SERVICE

### INITIATING THE SERVICE

Client had made contact with Rubix telephonically, by email or through the web portal and requested a Quotation for the Service or for further information.

On receipt of the Quotation, the Client sent written acceptance of the Quotation and was directed to submit the online Rubix Registration form with relevant attachments.

Notwithstanding the Required Start Date of Service as stipulated in the Registration form, the Service will not commence until Rubix has accepted the Client's application for the Service in writing, and the below has been received in full:

- (1) the online Rubix Registration form is completed in full;

The Client will be required to complete and continually update the online Rubix Registration form with all relevant personal details as deemed required by Rubix to provide the Service.

- (2) the Indemnity and Terms and Conditions have been accepted online by the Client;

The Client will be deemed to have accepted the Indemnity and Terms and Conditions as found on the online Rubix Registration form once submitted for processing and will frequently familiarize themselves to that which is made available on the website.

- (3) Payment of the upfront non-refundable registration fee, seat securing-fee (if applicable) and first month's transport fee;

- (4) Uploaded the ID Copy of the person responsible for the account.

The Client will provide Rubix with a copy of their ID document as well as the ID document of the person responsible for the account as specified in the online Registration form. Please note that should the person responsible for the account fail to meet their obligations, the Client acknowledges that he/she will then become liable for all outstanding amounts due.

### GENERAL

The Child will be collected from the Departure point at the agreed Collection time in conjunction with the shuttle timetable and transported in the Rubix vehicle to the Destination. Drivers and/or Onboard Safety Officers may vary from time to time. Note that Onboard Safety Officers are on selected vehicles and routes only. The Client may not request for an Onboard Safety Officer if one is not already in an allocated vehicle or route.

Children under the age of sixteen (16) years will only be released into the custody of the Child minder stipulated in the Registration form, unless otherwise agreed in writing. Rubix will not be held liable for any children dropped off at home on the request of the client without there being adult supervision present to accept the Child. Such requests are to be confirmed via WhatsApp to / from Rubix Operations.



## TERM

The Service may be utilized on a contracted monthly basis or on an ad hoc (daily or weekly) basis.

Monthly contracts will be ongoing from the date of commencement of service **and will automatically be extended for the new year unless notice of termination is provided** as per Clause 4. Termination / Suspension below.

Ad hoc contracts will be ongoing from the date of commencement of service until the end of the current year. These contracts **will not automatically be extended for the new year** unless the Client has specified as such, and the required re-registration fee has been paid.

## PERSONAL DETAILS

The Client agrees to notify Rubix by e-mail of any personal detail changes. These changes may include and are not limited to, residential address, contact numbers, child's school and grade and emergency contact details.

Drop off address changes should be notified one (1) month in advance via email. Seat availability will be subject to the route being supported by Rubix. Should the route not be supported, the Clients notification of change of address will then be considered as having given one (1) calendar months' notice and will be handled as per the fees, payment terms and termination clauses.

## SAFETY AND SPECIAL EQUIPMENT

### CAR SAFETY SEAT

By law the Child must wear a seat belt at all times unless a Safety seat is being used, and this will be strictly enforced. Rubix cannot be held responsible for any damages whatsoever if the Child refuses to be secured in a Safety seat, to wear a seat belt or unfastens the seat belt, and in such circumstances, the Driver and/or Onboard Safety Officer may at his or her sole and absolute discretion and without incurring any liability, refuse to transport the Child.

Children under the age of three (3) years, or under one hundred and forty-five (145) cm tall, legally require a Safety seat whilst being transported in any vehicle. The Safety seat must be provided by the Client to Rubix and the Client warrants that any Safety seat supplied is SABS approved and suitable for the age/ height of the Child. Rubix will not accept responsibility for Safety seats not being installed correctly in the instance where the Client has provided their own Safety seat and has not demonstrated to Rubix the correct installation procedure. The Client shall be responsible for the supply and suitability of the Safety seat, and Rubix reserves the right to refuse to transport the Child if no Safety seat is provided. Rubix shall not be held responsible for any damages whatsoever if the Client fails to supply a suitable Safety seat.

The Safety seat will either accompany the Child or be collected together with the Child from the Departure point, and delivered together with the Child at the Destination, or will be kept in the Rubix vehicle until Rubix has received written notice of termination of the Service. The Safety seat will be returned to the Client within forty-eight (48) hours after the last day of transfer. Where Rubix supplies the Safety seat suitable for the Child, the Client agrees to an additional charge of R55 per month contracted as per the Service selected by the Client and payable in accordance with the payment terms as laid out herein.

### SEAT BELTS

All children are required to wear a seatbelt during transit. Rubix cannot be held liable should the child be injured in the unlikely event of an accident should he/she fail to obey the Drivers instruction to wear a seatbelt. Where the Child is younger than five (5) years, the Driver will be required to assist them to put on the seatbelt.



## CODE OF CONDUCT

The Client and Child agree to abide by the Code of Conduct (Annexure 'A') and any other policies or procedures that may be adopted from time to time by Rubix as issued together with the Terms and Conditions as Annexure B and agree to abide by the safety and behavioral procedures of Rubix. The Code of conduct will be managed and enforced by the Rubix Onboard Safety Officer and / or Driver. It is the responsibility of the Client to make themselves familiar with all the rules pertaining to the transfers offered by Rubix. The Client will ensure that the Child referred to in the Indemnity document abides by all policies applicable to him/her/them.

The Client acknowledges responsibility for their Child whether in the Rubix vehicle or not, before the start and after the end of transfer services provided by Rubix each and every day.

## VEHICLE STANDARDS AND SAFETY

Rubix vehicles are serviced and maintained to the highest levels however in the unfortunate event of a breakdown Rubix cannot be held responsible for any inconvenience or losses of any kind.

## COLLECTIONS

### MORNING COLLECTIONS

The Client is to ensure that the Child is ready at the Departure point at least fifteen (15) minutes prior to the agreed collection time. Any Child not ready for collection when the Rubix vehicle arrives at the Departure point (and has waited a maximum of 5 minutes from alerting his/her arrival) will not be collected and the Rubix vehicle will continue its allocated route. The Client is to note that the agreed collection times given for morning are a **guideline only** and cannot be demanded as a fixed time. The routes, absenteeism and school terms dictate the earlier / later collection of the Child. Collection times may also be amended should a new Child, falling on the same route, be added.

### MORNING AND AFTERNOON COLLECTIONS

The Client should allow for a thirty (30) minute delay after the agreed shuttle collection time to consider traffic and unforeseen delays e.g., loadshedding. The Client acknowledges that it may not always be possible for Rubix to inform the Client of such delays, but that Rubix will endeavor to arrive within the thirty (30) minute leeway.

During exam periods or where the schools change their closing times, the delay for collection may be up to one (1) hour. In these instances, shuttle rotations will be structured such that children of siblings that are being collected at an earlier time, or children living within 3km from the school will be taken first and greater than 4km will be taken on the second / third trip round, space dependent.

Extra mural rosters are to be provided, by the Client, at least three (3) business days in advance to allow Rubix to allocate children into the correct shuttle time. If the Child nominates to attend an extra mural during any school term, hence changing the contracted collection time as per the registration form, the Client accepts that the seat at the contracted collection time may be forfeited and the Child will remain on the new Shuttle time for the remainder of the contract period or term. This is subject to change in agreement between Rubix and the Client should a seat become available. Failure to submit required changes to Collection times will cause unnecessary delays and the Child will be re-allocated to the next available shuttle time, provided that there is a seat available.

Delays caused by the Child to depart from the Departure point for any reason after the maximum ten (10) minute waiting time or having been asked to accompany the Onboard Safety Officer or Driver, will result in the Child being reallocated to the next shuttle time and the parent being informed thereof via SMS or WhatsApp. **Note that the reallocation of the**



**Child to the next available shuttle will result in additional fees being raised for second or third returns to the school. The additional turnback fee will be invoiced for R30 per trip per child.**

Rubix will not accept responsibility for any after care charges the Client may incur where a child is sent to aftercare to wait for the next available shuttle time due to us either not having been provided the updated Collection times or should the Child not be found at the agreed Collection time and Allocated area or if the Child delays the Service for any reason.

Should the Child for any reason whatsoever, fail to utilize the Service at the agreed Collection time, Rubix will endeavor to accommodate the Child on the next scheduled shuttle, provided that there is another shuttle time and seat available. This however cannot be guaranteed, and the Client will remain responsible for the full-Service fees and may need to make alternative arrangements to collect their own Child.

In the event there is no other shuttle time scheduled for that day and the Client not being able to collect the Child themselves, Rubix will raise an ad hoc charge (as per the current ad hoc rates prescribed per zone) for the bus to be returned to the school to accommodate the unscheduled collection. For any waiting time exceeding 10 minutes from the requested collection time, there will be an additional waiting time charge raised of R30 per 10 minutes.

Rubix **only offer a 17h00 collection time in Bryanston strictly on a pre-booked basis at a cost of R150 per child per trip.** For any waiting time exceeding 10 minutes from the requested collection time, there will be an additional waiting time charge raised of R30 per 10 minutes.

The Client agrees to familiarize themselves with the collection procedure and shuttle times to ensure the Child is waiting at the allocated area for collection. Failure to be present at the allocated area may result in Rubix not collecting the Child at the agreed collection time and the Client may be informed to make an alternative arrangement should there not be another scheduled Rubix vehicle or seat available at a later scheduled collection time.

Onboard Safety Officers and Drivers are not required to or permitted to leave children in the bus to go look for a Child or the Child's property around school grounds as this delays the departure time and delivery times for all the remaining children.

#### **ABSENTEEISM**

Rubix must be notified between 6.00am and 7.00pm of the day before or before 6.00am of the same day if the Child does not require the Service. No refunds or credits will be given for absenteeism or illness of the Child. No unused trips may be exchanged for other trips e.g., a morning trip for an afternoon trip unused.

#### **SCHOOL HOLIDAYS**

Services remain available over all school holidays for aftercare, sport clinics and other activities **at an additional ad hoc fee** and only with prior written arrangement with Rubix, provided that such activities are within the operating area and can be accommodated at the times requested. Should any of these activities fall outside of the area or time of operation, Rubix will levy to the Client a Service charge relevant to the Service requested. **Note that this excludes the period from 12 December 2026 to 10 January 2027 when our offices will be closed.**

Monthly contracted scholar fees are for the agreed scholar services only. The fees are calculated based on providing the Service for the academic school going days thereby excluding school holidays and the period 12 December 2026 to 10 January 2027 when our Team take their annual leave. The monthly contracted fees are payable each and every month in equal monthly instalments including January and December. Monthly contracted scholar fees cannot be offset against any



other Rubix services and should the scholar services not be required over any academic day or holiday period; no credits or refunds will be passed.

#### **ROUTE CHANGES**

Routes driven by the Rubix vehicle are subject to alterations or cancellations at any time without prior notice and for any reason at the sole and absolute discretion of Rubix. Although Rubix will take reasonable measures to notify the Client of any cancellations or route/time changes, Rubix will not be responsible for any delays or damages whatsoever arising from any such alterations or cancellations. Route alterations may affect delivery times of children. Rubix will take necessary measures to ensure that times are not affected more than 30 (thirty) minutes.

#### **SCHEDULE CHANGES**

Notice of any schedule changes required by the Client must be given in writing to Rubix by no later than 3:00pm on the Friday of the preceding week or at the commencement of the new term or school year. If no notification is received from the Client, it will be assumed that the schedule of the previous week or term will continue. It is the Client's responsibility to ensure that Rubix has received any notice of schedule changes. Rubix is not responsible for not being able to accommodate any notice of schedule changes should these not be provided timeously by the Client.

#### **EMERGENCY SCHEDULE CHANGES**

Last minute changes must be communicated via a SMS or WhatsApp notification followed by a telephone call to Rubix. Rubix will, at its sole and absolute discretion, endeavor to accommodate any reasonable proposed change and will confirm to the Client within fifteen (15) minutes whether the requested schedule change is possible.

#### **DELAYS**

Every effort is made by Rubix to adhere to agreed Collection times, but reasonable delays are to be expected and Rubix will not be held responsible or liable for any delays and/or consequential losses that occur as a result of delays.

#### **UNFORESEEN CIRCUMSTANCES**

Rubix provides a quality Service, however, any failure to provide the Service due to default by Rubix as a result of unforeseen circumstances will result in the related cost of the relevant transfer being refunded to the Client.

#### **LOST PROPERTY**

It is not the responsibility of the Rubix Drivers or Onboard Safety Officers to ensure that the Child has all their belongings when leaving school. This remains the responsibility of the Client to follow up with the Child and school regards any lost property. Should any belongings be left on a Rubix vehicle, such belongings are recorded and stored at the Rubix offices. Parents may claim said property by way of an email. Any unmarked items not claimed in the month, will be taken to the respective schools' lost property or donated to charity if not school branded

#### **DAMAGE TO PROPERTY**

Any littering or damage caused by the Child/ren to any Rubix property will result in a notice being provided to the Client with an accompanying invoice. The Client will be provided with proof of the damage and will be responsible for the costs of cleaning/repair within one (1) week of the notice being received.

Rubix reserves the right to terminate the Service if, in its sole and absolute discretion, (1) the Child engages in any rough play, bullying or unruliness or (2) any damage caused by the Child is considered to be excessive.

Should an ill child vomit in the bus, Rubix will invoice the parent for the necessary valet fees incurred in order to bring the bus back into a condition fit for use for other travelers.



## INSURANCE

Rubix is comprehensively insured and detailed information is available on request.

## 3. FEES

The banking details of Rubix will appear on the initial and subsequent invoices. The Client is responsible for the punctual payment of all fees, in advance of each new month, and proof of payment must be sent to Rubix **via email to [accounts@rubixtransfers.co.za](mailto:accounts@rubixtransfers.co.za)**. The Client name and surname are to be used as a reference of payment.

Fees are payable in advance by the 26<sup>th</sup> day of the month unless other arrangements have been made in writing at the sole and absolute discretion of Rubix for the payment of fees by a later date.

All bank charges incurred by Rubix for direct cash deposits are for the Client's account and will be included in the next invoice raised.

Online payments are now available, and details can be found on each invoice raised. Note that online payments via this portal will attract a 3.5% charge which will be raised to the Client on their next billing.

The Client accepts the full terms and conditions of service, in particular, the fee structure, payment terms and notice of cancellation regardless of whom is listed as the person responsible for payment. Please note that should the person responsible for the account fail to meet their obligations, the Client further acknowledges that he/she will become liable for all outstanding amounts due.

## INITIAL REGISTRATION FEE AND ANNUAL ADMIN FEE

A non-refundable registration fee is levied on acceptance of the quotation and annually thereafter as an administrative fee. This fee will cover the Client's formal registration and future updates on the Rubix CRM and logistics systems. This fee **will be included in the January invoice annually**, invoice of which is raised in December.

## SEAT SECURING FEE (WHERE APPLICABLE)

A once off refundable seat securing fee equal to a month of the Service may become payable before the commencement of the Service. Failure to make any of the required payments will result in the seat securing fee being used to offset outstanding fees and the Service suspended with immediate effect.

On notice of termination of the Service, the seat securing fee will be used to offset the last month's fees. Should the last month's fees exceed the seat securing fee amount (for example if fees have increased since payment of the seat securing fee) the balance of the fees will be invoiced on the final invoice less the seat securing fee held.

Seat securing fees are only offset against the last month's fees on the required one (1) calendar months' notice being received and only if all monthly fees or additional fees have been settled in full. Any refund due in full or part thereof, of the seat securing fees held by Rubix on behalf of the Client, will be refunded one (1) calendar month after contract termination.

If any payment due by the Client remains unpaid for a period of ten (10) days after due date, the Seat securing fee will be used to offset any outstanding fees and Rubix shall have the right to withhold services immediately without prejudice to its other rights under this agreement, including its right to immediately institute action against the Client for the full balance owing in terms hereof.

Where a seat securing fee hasn't been collected, the Client is advised that one payment reminder will be sent out on the 26<sup>th</sup> of the month advising that should payment for the next months fees not reflect in the bank account by the last day



**of the month, or a proof of payment has been received, the collection services for the Child will immediately cease from the 1<sup>st</sup> of the following month with no further notification being sent to the Client.** Should the Client wish to resume the services, a full registration fee will be billed together with all outstanding fees in line with the monthly contract and this will fall due for payment prior to re-commencement of the Service. Should fees remain unpaid and no payment arrangement has been implemented, the account will be handed over for collection.

No cash refunds will be entertained.

### MONTHLY CONTRACTED FEES

All fees raised are as per written Quotation and will remain as such unless Rubix informs the Client in writing of any adjustments to the monthly fees.

Monthly contracted scholar fees are for the agreed scholar services only. The fees are calculated based on providing the Service for the **academic school going days** thereby **excluding school holidays** and the period 12 December 2026 to 10 January 2027 when our Team take their annual leave. The monthly contracted fees are payable each and every month in equal monthly instalments including January and December. Monthly contracted scholar fees cannot be offset against any other Rubix services and should the scholar services not be required over any academic day or holiday period; no credits or refunds will be passed.

Monthly contracts are for one way or return services, for a minimum use of Service of three (3) days or more per week.

***Monthly fees are payable in advance on or before the 26<sup>th</sup> day of each month*** unless other arrangements have been made in writing at the sole and absolute discretion of Rubix for the payment of fees by a later date.

**Monthly fees are due and payable for the full duration of the contract, regardless of any school and public holidays, absenteeism or illness, or any official government closures due to public health, safety or national state of disasters (but not limited to).** Normal cancellation procedures would also apply.

Services remain available over all school holidays for aftercare, sport clinics and other activities at an additional ad hoc fee and only with prior written arrangement with Rubix (except from 12 December 2026 to 10 January 2027), provided that such activities are within the operating area and can be accommodated at the times requested. Should any of these activities fall outside of the area or time of operation, Rubix will levy to the Client a Service charge relevant to the Service requested.

The Client acknowledges that the inability of the Child to attend school for any reason, or the absence of the Child from the Service, does not relieve the Client of the obligation to pay the monthly fees or to receive credits or offsets for other trips for the days not used.

Should notice of contract termination be received after the 1<sup>st</sup> November, the Client remains liable for the December fees in full.

Where no seat securing fee has been collected and the client fails to provide one (1) calendar months' notice via email, an invoice for the fees due for the notice month will still be raised and the Client will be required to settle said fees by the 26<sup>th</sup> day of the month in advance. Should fees not be settled, the Client will be handed over for collection together with any debt collection fees which may accrue.

Should a non-seat securing fee Client have failed in the past to honor the terms and conditions of their contract and wish to re-register for the new school year, all outstanding fees together with a full registration and seat securing fee will be levied and will fall due for payment before the application for re-registration will be considered.



## AD HOC SERVICES

Ad hoc services are subject to quotation and availability at the time of accepting the quote.

Ad hoc fees will be invoiced in advance and full payment of the invoice will be required prior to the Service taking place.

Special arrangements may be agreed in writing in advance to alter the payment terms.

To register as an ad hoc client, a R500.00 non-refundable registration fee will be levied on acceptance of the quotation and R250.00 annually thereafter should you wish to renew your registration for the coming year.

## TAX

In terms of current legislation, the Service is exempt from value added tax.

## INCREASES

Annual increases are implemented, at the sole discretion of Rubix, and **will be applied in January or March** of each calendar year. Increases in the national fuel price may, in the sole and absolute discretion of Rubix, result in an additional increase in the Service fees during the contract year.

The Client will be given one (1) calendar month's written notice of any additional increase in the Service fees that may be applied annually or during the contract year.

## OVERDUE FEES

The Client/s acknowledge that if any payment due by the Client/s **remain unpaid for a period of 5 (five) working days** after due date, a **late payment fee of R100** will be invoiced separately and will fall due together with any outstanding balances on the account. Should payment still remain outstanding 10 (ten) working days after due date, and a seat securing fee is being held by Rubix, the seat securing fee will be used to offset any outstanding fees and **Rubix shall have the right to withhold services immediately without notice** to the Client or prejudice to its other rights under this agreement, including its right to immediately institute action against the Client for the full balance owing in terms hereof.

The Client/s acknowledge that **if no seat securing fee** is being held by Rubix, and any payment due by the Client/s **remain unpaid for a period of 5 (five) working days** after due date, a **late payment fee of R100** per reminder sent, will be invoiced separately and will fall due together with any outstanding balances on the account, and the Client/s acknowledges that **services will immediately be suspended without notice** to the Client or prejudice to its other rights under this agreement, including its right to immediately institute action against the Client for the full balance owing in terms hereof.

The Client further acknowledges that they will also be liable for all administration costs and collection costs, as contemplated in the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA.

## 4. TERMINATION / SUSPENSION

Monthly contracts may be terminated or suspended by the Client on **one (1) calendar month prior written notice via email** to [accounts@rubixtransfers.co.za](mailto:accounts@rubixtransfers.co.za). Should termination be received after the 1<sup>st</sup> November, the Client will be liable for the remainder of the calendar year's fee and, if held, the Client's seat securing fee will be offset against the December service fees due.

Where no seat securing fee has been collected and the client fails to provide one (1) calendar months' notice via email, an invoice for the fees due for the notice month will still be raised and the Client will be required to settle said fees by the



26<sup>th</sup> day of the month in advance. Should fees not be settled, the Client will be handed over for collection together with any debt collection fees which may accrue.

Rubix may terminate or suspend the contract after giving the Client one (1) calendar month written notice thereof. Reasons of termination may extend from the Client's material failure to comply with this Contract unless the Client has rectified the failure within that period through to Rubix being unable to continue providing Services due to area of operation or route changes, collection time changes or other.

Ad hoc services cancelled with one (1) day prior written notice will result in a credit of fees to the Client's account. No cancellation fee will be payable. Should the requested Service be cancelled on the same day, the Client will not be refunded or receive a credit of fees.

**Rubix may terminate or suspend the contract under the provisions of Force Majeure or Condition Subsequent clauses below.**

## 5. MISCELLANEOUS

### DISCLAIMER / LIABILITY

The Client accepts that Rubix does not take any responsibility for any theft or loss of, or damage or destruction to any property of whatever nature (including clothing, electronic and sporting equipment, books, or any other personal possessions) brought into the Rubix vehicles by the Child.

#### Domicilium citandi et executandi

Rubix chooses its *domicilium citandi et executandi* ("domicilium") to be

270/5 3<sup>rd</sup> Street

Chartwell AH

2055

[t] 082 322 0212 / 083 627 1997

[f] 086 725 9392

[e] [accounts@rubixtransfers.co.za](mailto:accounts@rubixtransfers.co.za)

The Client chooses its *domicilium citandi et executandi* ("domicilium") as stipulated in the online Rubix Registration form.

Either party may at any time change its *domicilium* by notice in writing, provided that the new *domicilium* is in the Republic of South Africa and consists of, or includes, a physical address at which process can be served.

### ENTIRE AGREEMENT

This Contract and the Annexures to this Contract, which are incorporated in this Contract and form part of this Contract, constitute the entire understanding between the parties and supersede any previous agreement, representation or understanding regarding this subject.

### NO REPRESENTATIONS

A client may not rely on any representation which allegedly influenced that Client to enter into this Contract unless such representation is recorded in this Contract.



#### **VARIATION, CANCELLATION AND WAIVER**

No contract varying, adding to, deleting from or cancelling this Contract and no waiver or any right under this Contract shall be effective unless reduced to writing and signed by both parties.

#### **SEVERABILITY**

This Contract shall be severable, and in the event that any portion of this Contract is declared or deemed to be illegal or invalid by the court, regulatory agency or anybody having jurisdiction or competence, the remainder of this Contract shall remain valid and enforceable. In the event that any provision of this Contract should become invalid or void, the invalid or void provision shall be modified or supplemented by means of a corresponding agreement of the parties to this Contract in such manner that the economic and legal purpose of the invalid or void provision is effectuated.

#### **GOVERNING LAW**

This Contract shall be governed by South African Law.

#### **ADDITIONAL COMMENTS**

In certain instances, the Rubix vehicle may be owned by a third party E.g., where Rubix has been engaged to manage school owned transport services on behalf of a particular school, in which case these Terms and Conditions, as well as the Registration form and Indemnity form will apply.

#### **MARKETING AND ADVERTISING**

By registering on the online Rubix Registration form or any contact form on our website, the Client accepts to receive marketing or advertising material from time to time.

#### **CONFIDENTIALITY**

Any personal information provided by the Client to Rubix will be treated as confidential and shared only internally and with its affiliates and will not be disclosed to any third party except under any subcontracted service, regulatory or legal proceedings. In case such disclosure is required to be made by law or any regulatory authority, it will be made on a 'need-to-know' basis, unless otherwise instructed by the regulatory authority. Under such circumstances, Rubix shall expressly inform the third party regarding the confidential nature of the information.

#### **IN VEHICLE SECURITY**

All Rubix owned vehicles are equipped with one exterior and one interior camera which is utilized for security and safety purposes whilst the vehicle is being used to transport passengers. Footage recorded is held off site on an external server by the service provider and accessible by Rubix management where necessary and on request. No footage is shared with any third party unless such third party is Rubix's insurance provider and an authorized legal representative, where necessary.

## CODE OF CONDUCT

### WHAT IS THE CODE OF CONDUCT FOR STUDENTS/CHILDREN TRAVELLING ON RUBIX VEHICLES?

The Code outlines expected standards of nursery, primary and high school student/children behavior while travelling on Rubix vehicles so that the Rubix vehicles can be a safe environment and an enjoyable experience for everyone. The Code encourages all students/children to be safe and responsible passengers (age appropriate), provides clear processes for dealing with misconduct, and outlines categories of inappropriate behavior, consequences for students/children who misbehave and the rights and responsibilities of those involved in providing the transport service.

### HOW CAN I HELP MY CHILDREN TO BE SAFE AND RESPONSIBLE TRAVELERS?

Parents/Caretakers need to ensure that their children have the necessary skills and knowledge to be safe and responsible travelers (age appropriate) and can travel independently on the Rubix vehicle. You can support your children by talking about the Code to ensure that they are aware of their rights and responsibilities and the consequences of misconduct in the Rubix vehicle.

### WHO IS INVOLVED IN IMPLEMENTING THE CODE OF CONDUCT?

Ensuring the safe transport of each Child is a shared responsibility which brings together the efforts of students, their Parents/Caretakers, schools, Rubix Drivers and Onboard Safety Officers. If there are any travel conduct issues involving your Child, it is important that you cooperate with the Rubix staff and management in discussing reported incidents of travel misconduct and in implementing agreed investigation and consequences.

As a Parent/Caretaker, you play a leading role in influencing and guiding your child's behavior. Therefore, your involvement in this process is essential to ensure a satisfactory resolution and to help your child understand the importance of safe and responsible travel behavior.

## WHAT ARE MY RESPONSIBILITIES UNDER THE CODE OF CONDUCT?

### PARENTS' AND CARETAKERS' ROLES

- To actively support Rubix vehicle safety and compliance with all aspects of the service with their school going children.

### PARENTS' AND CARETAKERS' RIGHTS

- Safe and comfortable travel for their children.
- To be respected and treated fairly.
- To be consulted and to receive accurate information about the travel behavior of their children.
- To receive all aspects of the service they have signed their children up for.

### PARENTS' AND CARETAKERS' RESPONSIBILITIES

- To ensure that their children are capable of travelling independently on the Rubix vehicle.
- To ensure their children have an understanding of the Code and the travel rules (age appropriate).
- To communicate respectfully with the Rubix driver and onboard safety officer.
- To teach their children about travel safety and consequences for misconduct.
- To demonstrate appropriate travel behaviors to their children e.g. enforcing the wearing of seat belts always.
- To advise their children where the agreed waiting areas are at their school and to be at the waiting areas on time every day.
- To co-operate with the Rubix driver and onboard safety officers in managing misconduct.



- To ensure the safe travel of their children to and from the school / home by contracting with a reputable transport provider.
- To be available for discussions about the behavior of their children.
- To communicate all schedule changes in line with the T&C's
- Timeous payment of transport and other fees in line with the T&C's

#### **PARENTS' AND CARETAKERS EXPECTED BEHAVIORS**

- To cooperate with the Rubix branch operating the route, in discussing behavior incidents and in implementing any agreed disciplinary action.
- To communicate with the Rubix branch operating the route about their children's extra mural schedules and collection requirements as well as absenteeism and to respond to phone and written communication timeously.
- To address concerns about their children's travel by promptly contacting the Rubix branch operating the route so that relevant issues can be managed using the procedures outlined in the Standard Operating Procedures and Code of Conduct.

#### **WHAT ABOUT BULLYING ON THE BUS?**

Bullying is a complex societal issue which is not the responsibility of just one individual or group. Everyone, especially those who have responsibility for the care of children, need to cooperate in managing bullying.

Physical bullying which affects the safety of bus travel can be easily observed and is dealt with under the Code. However, other forms of bullying, while being totally unacceptable, can be very difficult to identify as threats to passenger safety.

When the Rubix driver or Onboard Safety Officer has concerns, either observed or reported, of bullying issues the Rubix management team will be advised and will then inform the parent/s of the situation.

#### **WHAT ARE THE POSSIBLE CONSEQUENCES FOR STUDENTS/CHILDREN NOT FOLLOWING THE CODE\*?**

##### **Category 4: The behavior is immediately life threatening**

- Immediate termination of contract. Based on circumstances, full fees will remain due and payable in line with the terms and conditions.

##### **Category 3: The behavior is dangerous/destructive and highly likely to cause immediate harm to property and others**

- Warning issued to stop behavior and parent intervention required.
- Suspension of travel for a minimum period of 5 days to a maximum of one month. Full fees will remain due and payable.

##### **Category 2: The behavior is unsafe where there could be harm to property and others**

- First Report – Suspension of travel for a period of 5 days. Full fees remain due and payable.
- Repeated incident within a 10-school week period – Further suspension of bus travel for a period of no less than 10 days. Full fees will remain due and payable.

##### **Category 1: The behavior is irresponsible but not likely to cause harm**

- Report of single incident – Verbal warning issued to the child to stop behavior.
- Report of repeated incidents in a single journey – Written warning to parent outlining possible refused travel.
- Repeat of same incident within a 10-school week period – Written warning to parent and 1-2 days refused travel.



#### WHAT ARE THE IN-TRANSIT RULES OF THE BUS?

- To be ready with all school gear at the agreed waiting areas at the agreed time every day.
- To wear seat belts always.
- To not eat or drink on the bus always.
- To keep personal property together in their school bags to avoid it being left behind.
- To respect other children and the Rubix team always.
- No swearing.
- No bullying.
- No fighting.
- No standing up in the Rubix vehicle whilst the vehicle is moving.
- To keep bags under the seat.
- No throwing things out the windows of the Rubix vehicle.
- No shouting out the windows of the Rubix vehicle whilst in transit.
- No weapons of any kind.
- To not unbuckle other passenger seat belts whilst in transit.
- To not exit the Rubix vehicle without permission.
- No smoking in or near a Rubix vehicle.
- No banned or illicit substances to be brought onto a vehicle.