

**CONSTITUTION
OF THE SOMERSET WEST BUS FUND ASSOCIATION
AS AT 02 OCTOBER, 2024**

1. NAME:

The Association shall be called the Somerset West Bus Fund Association, hereinafter referred to as the "Association", the acknowledged abbreviation shall be "SWBFA", which shall be a non-profit Association constituted to further the objectives below.

2. POSTAL ADDRESS:

The postal address of the Association shall be 16 Derrick Drive, Somerset Business Park, Somerset West, 7130, or such other address as the Executive Committee may determine from time to time. All correspondence shall be sent to this address.

3. HEAD OFFICE:

The Head Office of the Association shall be c/o C2M Chartered Accountants, 2nd Floor, Tyger Forum, 53 Willie van Schoor Drive, Tygervally, 7530.

4. LEGAL STATUS:

- 4.1 The Association is a body corporate with its own legal identity, which is separate from its office-bearers and members. The Association will continue to exist even if the members change.
- 4.2 The Association may be sued in its name. Any person or persons appointed for the purpose by the Executive Committee shall represent it in any legal proceedings.
- 4.3 The Association will be able to own property and assets and will keep records of all assets.
- 4.4 Members or office bearers shall have no rights in the property or other assets of the Association solely by virtue of them being members or office bearers.
- 4.5 The Association's income and property shall not be distributable to its members or office bearers except as reasonable compensation for services rendered.
- 4.6 The Association will keep records of all income and expenditure.

5. REGISTRATION OF ASSOCIATION AS REGISTERED NPO AND TAXATION

- 5.1 The Association intends to register as a Registered Non-Profit Organization under the Non-Profit Organizations Act in order to obtain its public benefit status.
- 5.2 The Association may apply to the Commissioner for the South African Revenue Service for approval as a Public Benefit Organization in terms of section 30 of the Income Tax Act. Upon approval the provisions set out in **Schedule A** shall bind the Association.

6. OBJECTIVE AND POWERS:

The objectives and powers of the Association shall be:

- 6.1 To facilitate safe and reliable transport at a reasonable cost to high school scholars from Gordon's Bay, Strand, Croydon and Somerset West to Stellenbosch schools and back.
- 6.2 To facilitate the collection of funds and payment to bus service providers, on behalf of parents.

- 6.3 The Association does not own and/or operate any busses, which is contracted out to independent third party bus service providers, who assumes all risk and liability in respect of the transportation of the scholars to and back from school.
- 6.4 The Associations aims to limit transportation costs as far as possible to each scholar with attention to safety, efficiency and punctuality of the said service so provided.
- 6.5 The Association has the power and authority to raise funds or to invite and receive contributions and/or donations (including but not limited to assist members who do not have the financial means to fund their bus fund for the said school year) and may be used by the association to further the aims and objectives of the Association.
- 6.6 The Association does, however, have the power to buy, hire or exchange any property that it needs to achieve its objectives.
- 6.7 The Association has the right to make bylaws for the proper management, including procedure for application, approval and termination of membership.
- 6.8 The Association will decide on the function of office-bearers.

7. MEMBERSHIP:

- 7.1 The Association shall only have full members.
- 7.2 Full members shall be the parents, guardians or custodians of the scholars transported (as set out above) who have completed the necessary application forms and who have paid the prescribed membership fees.
- 7.3 A full member shall be eligible to:
 - 7.3.1 Serve on the committee; and
 - 7.3.2 Vote at Special and General Meetings. The votes shall be restricted to the number of scholars per family. That is: one vote per scholar.
- 7.4 All members will be subject to the Associations Protocol and Rules, which are incorporated and attached to its yearly Application Form, and which is attached hereto as Schedule B, the terms of which are duly incorporated herein.

8. APPLICATION FOR MEMBERSHIP:

- 8.1 Applications for membership shall be made on the prescribed forms. Membership is strictly on an annual basis. Preference will be granted to pre- existing members until such date as will be determined by the Executive Committee, which date shall precede the due date of the first payment. Thereafter applications will be dealt with on a strictly first-come-first-served basis.
- 8.2 The Executive Committee shall determine the requirements and registration procedure for membership from time to time.
- 8.3 The Executive Committee has the absolute discretion to accept or reject an application for membership of the Association.
- 8.4 Where an application for membership has been rejected, such applicant will not be

entitled to be furnished with any reasons for such a refusal.

9. ANNUAL SUBSCRIPTION FEE:

- 9.1 Every member of the Association shall be required to pay an annual membership fee, the amount which shall be determined by the Executive Committee from time to time.
- 9.2 Membership fees shall become due and owing on a date to be determined by the Executive Committee from time to time. A member shall be deemed to have resigned with immediate effect if the payment of the annual fee is one week in arrears of the due payment date, unless the Executive Committee grants a special exemption to such a member.

10. REGISTER:

The Executive Committee shall cause to be maintained a Register listing every member, and it shall be the duty of every member to furnish the Association with all data required for that purpose, and to ensure that all data is updated as necessary.

11. RESIGNATION:

A member may only resign from the Association by giving one term's notice in writing to the Chairperson of the Executive Committee.

12. WAITING LIST:

The Executive Committee shall maintain a waiting list of prospective members, from which ranks vacancies in membership shall be filled.

13. SUSPENSION OR TERMINATION OF MEMBERSHIP:

- 13.1 All members are subject to the Constitution and Rules of the Association.
- 13.2 The Executive Committee, or an *ad-hoc* Committee appointed by it, is entrusted with the power to decide whether a member's membership is suspended or terminated. Its decision must be unanimous, is final and the member concerned has no right of appeal.
- 13.3 A member's membership may be suspended, *inter alia*, under the following circumstances:
 - 13.3.1 If the member's prescribed annual fee is one week in arrears of due payment date. This will have the effect that the scholar affected by such suspension or termination of membership will forfeit his/her seat on the bus. In the event of a suspension of membership, the period thereof will be at the discretion of the Executive Committee or the *ad hoc* Committee aforesaid, and no new application for membership in respect of such a scholar will be accepted until the end of such period of suspension.

13.3.2 If a scholar is found guilty of misconduct as set out hereunder.

13.3.2.1 Any complaints as regards a scholar's misconduct must be reported in writing to the Executive Committee, whereupon the latter will deal with the matter in a fair and just manner. The Full Member concerned will be notified of the offending scholar's conduct and will be afforded a reasonable opportunity to respond thereto.

13.3.2.2 The misconduct complained of must be in relation to members, scholars (confined to the ambit herein), road safety and the driver(s) of the bus(es).

13.3.3 Where a member deliberately frustrates the Executive Committee to fulfil its duties in terms of this Constitution.

13.4 Without limiting the scope of the preceding paragraph, the following acts committed by scholars will be regarded as misconduct, which may lead to a temporary or permanent suspension of a member's membership.

13.4.1 Initiation of a member's scholar;

13.4.2 Intimidation of any person on any of the buses;

13.4.3 Interference with the driver of a bus;

13.4.4 Behaviour that may distract the driver or jeopardize the safety of any of the passengers;

13.4.5 The carrying of any dangerous weapon/s;

13.4.6 Any act causing damage to the bus or any other person on any of the bus(es);

13.4.7 Travelling without a visible bus pass;

13.4.8 Bad language;

13.4.9 Smoking cigarettes or any other prohibited substance whilst being transported on the bus;

13.4.10 Hanging any part of the body out of the bus whilst the bus is in motion;

13.4.11 Prior reservation of specific seats;

13.4.12 Being found in possession of any prohibited dependent-producing substance.

13.5 The right to legal representation at the above stated proceedings is expressly excluded.

13.6 In the event of a temporary or permanent suspension of membership, the member will forfeit the fees already paid to the Association.

13.7 Where a scholar loses his/her right to be transported, his/her seat will be made available to the next person on the waiting list (paragraph 11 *supra*).

14. ADMINISTRATION:

14.1 The management of the Association shall be vested in an Executive Committee, who shall manage the affairs of the Association in accordance with resolutions of members passed at General meetings, consisting of:

- 14.1.1 A Chairperson;
- 14.1.2 At least one other member;
- 14.1.3 Bus Fund Manager;
- 14.1.4 Administrative Officer;
- 14.1.5 Except for the Bus Fund Manager and Administrative Officer, members of the Executive Committee will be the parent/guardian/custodian of at least one scholar on the buses.
- 14.2 The number of the Executive Committee members can be increased should the need arise.
- 14.3 The Executive Committee will be responsible for the day to day running of the affairs of the Association.
- 14.4 Subject to the provisions of the Constitution, the Executive Committee has a full range of powers to give effect to the objective stated herein.
- 14.5 Without limiting the generality of its powers, the Executive Committee will have the following specific powers:
 - 14.5.1 To appoint ad hoc committees should the need arise;
 - 14.5.2 To incur expenses on behalf of the Association on condition that:
 - 14.5.2.1 The expenses incurred is in the furtherance of the Association and its objectives;
 - 14.5.2.2 The assets of the Association will exceed its liabilities after such expense has been paid.
 - 14.5.3 To determine the number of buses required each term, to negotiate contracts of lease with the owners of such buses and to work out and specify the route which each bus will have to travel;
 - 14.5.4 To invest any surplus monies of the Association at a recognized financial institution;
 - 14.5.5 To receive donations on behalf of the Association.

15. DESIGNATED FUNCTIONS OF THE EXECUTIVE COMMITTEE'S MEMBERS:

15.1 Chairperson

15.1.1 The chairperson shall preside at all meetings of the Association and shall take charge of the general supervision of the officers of the Association and the affairs relating thereto.

15.1.2 The chairperson shall compile an annual report and make it available to all members at the Association's Annual General Meeting.

15.2 Bus Fund Manager

The Bus Fund Manager shall assist with and attend to the following:

15.3 Administrative Officer

The Bus Fund Manager shall assist the Chairperson at all meetings of the Association. In

addition thereto, the Administrative Officer shall have the following functions:

- 15.3.1 To see to it that Minute books and other records are carefully kept and generally carry out such duties or instructions as the Executive Committee and the Bus Fund Manager may impose;
- 15.3.2 Maintain a register of all members of the Association;
- 15.3.3 The Bus Fund Manager shall receive all monies and shall account for all money and other property received and alienated by the Association and shall undertake the following:
 - 15.3.3.1 Payment of the Association's accounts;
 - 15.3.3.2 The deposit of all funds into a bank account designated by the members;
 - 15.3.3.3 The furnishing of financial accounts whenever called upon to do so by the chairperson. These accounts shall be open to inspection by the members;
 - 15.3.3.4 To keep such books of account as are necessary, and at the close of the financial year to present a financial report to the members at the Association's Annual General Meeting;
 - 15.3.3.5 To ensure the financial stability of the Association and to determine the *pro rata* contribution by each member to make up any shortfall.

16. REMUNERATION OF MEMBERS OF THE EXECUTIVE COMMITTEE:

- 16.1 The elected members of the committee are each entitled to have up to two of their own children transported for free for the year/s they are in office.
- 16.2 The Bus Fund Manager and Administrative Assistant Administrator will be an independent employee of the Association, and as such shall will receive a market-related remuneration as decided by the Executive committee, and such remuneration will be reviewed annually.
- 16.3 In addition, the elected members of the Executive Committee will receive a yearly payment of R2,000.00 in respect of travelling and telephone costs.

17. ELECTION OF THE EXECUTIVE COMMITTEE:

- 17.1 The members of the Executive Committee shall be elected at the Annual General Meeting of the Association, which shall be held during the second school term of the year. The chairman and elected committee member/s will be entitled to serve for a term of three years from the date of their appointment.
- 17.2 Nominations for members to be elected to the Executive Committee must be received by the Association in writing no less than 30 days prior to such Annual General Meeting, and the names of the candidates so nominated shall be notified to all members at least 14 days prior to the Annual General Meeting, together with the relevant notice and agenda for the Annual General Meeting.
- 17.3 Every member in good standing will have the right to cast one vote per scholar, that is, one

vote per scholar and not each parent/guardian/custodian. A member in good standing is a member whose fees are not outstanding according to the due payment dates.

- 17.4 Any members unable to be present to vote in person may appoint a proxy to vote on their behalf at the Annual General Meeting.
- 17.5 The incumbent members of the Executive Committee shall be eligible for re- election.
- 17.6 Should there be, at the commencement of such meeting, an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting,
- 17.7 Members of the Executive Committee will be elected by majority vote at the Annual General Meeting, the time of the commencement of which will be strictly observed.
- 17.8 The members of the Executive Committee must include at least three unconnected persons in relation to each other, all of whom assume fiduciary responsibilities for the entity.

18. RESIGNATION, DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE EXECUTIVE COMMITTEE AND DELEGATION OF POWERS:

- 18.1 Any member of the Executive Committee may resign by giving notice in writing to the Chairperson and such resignation will take effect from the date thereof.
- 18.2 A member of the Executive Committee shall be disqualified from office upon termination of membership to the Association and becoming incapable by reason of mental illness.
- 18.3 A member of the Executive Committee may be removed at a special *ad hoc* meeting by a two-thirds majority of members present (or by proxy) entitled to vote at such a meeting. In such a case the reasons for the proposed removal should be put to the relevant member of the Executive Committee who must then be afforded an opportunity to state his/her case in answer thereto. Only thereafter may members at such a meeting proceed to vote.
- 18.4 The Executive Committee may delegate any of its powers or functions to a committee or member(s) of the Association provided that: such delegation and conditions are reflected in the minutes for that meeting, at least one member of the Executive Committee serve on the committee, the Committee in advance approves all expenditure incurred by the committee or member, and the Executive Committee may revoke the delegation or amend the conditions.

19. COMMITTEE VACANCIES:

Should any of the above stated positions become vacant, for whatsoever reason, the remaining members of the Executive Committee shall be authorized to co-opt other members to fill such vacancy until the next Annual General Meeting.

20. EXECUTIVE COMMITTEE MEETINGS:

- 20.1 The Executive Committee shall meet at least once every term and the business of such meetings shall be to review the activities of the Association and to plan and deal with on-going business and administrative affairs of the Association. The quorum at any meeting of the Executive Committee shall not be less than two (2).
- 20.2 Every member present at the Executive Committee Meeting shall have one vote and in the event of an equal number of votes for or against a motion, the Chairperson will not have an additional casting vote. In such event the motion shall be deemed to have been decided

in the negative.

- 20.3 The Chairperson shall preside at every meeting of the Executive Committee. If the Chairperson cannot be present, then the members present may choose amongst one of them a Chairperson for that meeting.
- 20.4 A member of the Executive Committee shall be deemed to have resigned if he/she fails to attend three consecutive meetings unless:
 - 20.4.1 the necessary leave of absence granted by the Executive Committee, or
 - 20.4.2 The absence is for reasons considered to be satisfactory by the Executive Committee.
- 20.5 If a member becomes of unsound mind and/or incapable of serving on the Executive Committee he/she shall be deemed to have resigned with immediate effect.
- 20.6 The minutes of the aforesaid meetings must be properly kept and filed at the offices of the Association of the Administrator.
- 20.7 Any actual, potential or perceived conflict of interest on the part of any member of the Executive Committee, on a matter pertaining to the Association, must be disclosed in writing to the Executive Committee which shall record such conflict of interest in the minutes of the meeting. Such member may be requested by the Executive Committee to state his/her position in the matter or to respond to pertinent questions, but shall not vote or use his/her influence on the matter and shall not be counted for purposes of determining a quorum for the meeting where the voting takes place.
- 20.8 All matters pertaining to litigation, security measures, contractual negotiations, employment matters and any other matters deemed confidential by the Executive Committee, must be treated as confidential and only the actual decisions may be disclosed to the general public.

21. ANNUAL AND SPECIAL GENERAL MEETINGS:

- 21.1 The Annual General Meeting of the Association shall be held within three months of the Association's financial year, being the end of December of each year.
- 21.2 The meeting shall be held at a time and place decided by the Executive Committee and not less than thirty days written notice thereof shall set out the business to be dealt with at the meeting, which business must include:
 - 21.2.1 The presentation by the chairperson of the Association's annual report;
 - 21.2.2 The presentation by the auditor of the Association's financial statements;
 - 21.2.3 The election of the members of the Executive Committee for the ensuing year, and
 - 21.2.4 Any other relevant business to be transacted.
- 21.3 All meetings of the Association will be convened by the Executive Committee.
- 21.4 The Chairperson shall chair the meetings. In the absence of the Chairperson, the meeting shall choose a Chairperson from amongst those present.
- 21.5 A general meeting of members may be called at any time during the year by the Executive Committee, subject to the same notice period as above, and the notice convening the meeting shall set out the business to be dealt with as well as any proposals to be voted upon.

- 21.6 A Special General Meeting may be called at any time during the year by the Executive Committee or at the request of members by means of a written requisition signed by not less than thirty (30) members. The aforesaid notice or requisition shall comply with the notice period set out in paragraph 2 above and shall clearly state the reason for the convening of the meeting.
- 21.7 The quorum for an Annual or Special Meeting shall be ten (10) members present at such a meeting.
- 21.8 At any meeting called as above, one family member in good standing shall be entitled to one vote for each scholar.
- 21.9 The Chairperson shall not have an additional casting vote.
- 21.10 Save for the exceptions listed in the Constitution, voting for any proposal at the aforesaid meetings shall be decided by a majority show of hands.

22. FINANCE AND REPORTS:

- 22.1 The Association shall establish its own subscription fees for each category of membership.
- 22.2 The financial affairs of the Association shall be controlled by the Executive Committee, which shall open a bank account in the Association's name.
- 22.3 All immovable and movable property, gifts, collections and other funds, which may be acquired or received by the Association shall be held, controlled, used and dealt with as its own property in conformity with the aims and objectives of the Association and in accordance with the Constitution and Bylaws of the Association, subject to the terms or conditions under which such property, gifts, bequests, collections and other funds may have been acquired or made.
- 22.4 The financial year of the Association shall be the end of December.
- 22.5 Proper accounts and record shall be kept of money or other property received, expended or alienated by the Association, and within six months of its financial year a report is compiled by an independent practicing auditor registered in terms of the Auditing Profession Act stating whether or not the financial statements of the Association are consistent with its accounting records, the accounting policies are appropriate and have been appropriately applied with in preparing the financial statements and the Association has complied with the financial provisions of this constitution.
- 22.6 These final Accounts shall be open to inspection by all members.
- 22.7 All cheques, withdrawal slips drawn on the account of the Association and other documents requiring signature on behalf of the Association shall be signed by at least two persons authorized by the Executive Committee, namely the Bus Fund Manager and the Chairperson. The same signatories shall be responsible for investments on behalf of the Association. The Bus Fund Manager and Chairperson-will be co-signatories for all internet transactions.
- 22.8 Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the affairs of the Association and the particulars usually shown in books of like nature.
- 22.9 All the accounts shall be administered by the Bus Fund Manager. All monies shall be banked as soon as practicable after receipt thereof.

- 22.10 Cheques shall be crossed and marked "not transferable" except those in payment of wages, allowances and or petty cash recoupments.
- 22.11 The Executive Committee shall determine the amount of petty cash that shall be kept as and when it deems appropriate.
- 22.12 All expenditure shall be approved or ratified by the Executive Committee at a Committee meeting.
- 22.13 As soon as practicable after the end of each financial year the Bus Fund Manager together with the Accountant and Auditor shall cause to be prepared a set of financial statements comprised of the following documents:
 - 22.13.1 A balance sheet;
 - 22.13.2 An income statement, and
 - 22.13.3 Cash flow statement.
- 22.14 All such statements shall be examined by an Auditor who shall compile a report as regards his/her findings. The financial statements and the report thereon will be presented at the Annual General Meeting for approval by the members.

23. INCOME AND PROPERTY OF THE ASSOCIATION:

The income and property of the Association shall be applied solely towards the promotion of its objectives as set forth in this Constitution and to enable the Executive Committee to attend to the day to day running of the affairs of the Association. The income and property of the Association will not be distributable to its members or office-bearers, who will have no right to the property of the Association solely by virtue of being members or office-bearers, except as reasonable compensation for services rendered. No portion shall be paid or transferred directly or indirectly to any member of the Executive Committee, save as provided for herein.

24. AMENDMENT OF THE CONSTITUTION AND DISSOLUTION OF THE ASSOCIATION:

- 24.1 The Association may be dissolved or the constitution thereof amended if at least two thirds of the members present and voting at the General Meeting of members convened for the purpose of considering such matter are in favour of such amendment or dissolution. Not less than twenty days' notice shall be given of such a meeting, and a notice convening the meeting shall clearly state all details in connection with the question of dissolution of the Association or the details of the proposed amendment of the constitution of the Association. The results shall be determined by the Committee on reports certified by the Chairperson on the number of votes cast for and against such proposed amendments to the Constitution. This Constitution shall come into effect at its adoption or at such other time as may be decided upon by the meeting at which it has been adopted.
- 24.2 If upon the dissolution of the Association there remain any assets whatsoever after the satisfaction of all the debts and liabilities, such assets shall not be paid to members but shall be transferred in equal portions to the following schools namely:

- 24.2.1 Paul Roos Gymnasium;
- 24.2.2 Rhenish Girls' High School and
- 24.2.3 Bloemhof Hoer Meisies Skool.

25. INDEMNITY

- 25.1 Subject to the provisions of any relevant law, members, office-bearers or appointed delegates of the Association shall be indemnified by the Association for all acts done by them in good faith on its behalf.
- 25.2 Subject to the provisions of any relevant law, no member of the Association or appointed delegates shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the Association, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

26. NOTICES:

All notices, requisitions and prescribed forms and other documents incidental thereto, as referred to in this constitution, shall be sent to the addressee's last known email address or last known postal address. The date of the posting/emailing will be deemed the first day for the purposes of the computation of any limits.

27. DISCLAIMER:

The Association shall not be liable for any damages suffered by a member and/or scholar resulting from a scholar's conveyance as defined in the Association's objectives.

28. CONFIDENTIALITY AND COMPLIANCE OF MEMBERS OF THE EXECUTIVE COMMITTEE:

All Executive Committee members must sign the SWBFA Confidentiality Agreement. By signing, they confirm that they have read and understood the SWBFA Constitution, agree to fulfill their responsibilities as committee members, and will adhere to the POPI Act and all confidentiality obligations.

Date: 02 October 2024

Signed: Somerset West



Chairman (Mr. Ryno Geldenhuys)

SCHEDULE A

REQUIREMENTS FOR APPROVAL AS PUBLIC BENEFIT ORGANISATIONS

As provided for in Clause 5 of this Constitution, the Association intends to apply to the Commissioner of SARS for approval as a Public Benefit Organization in terms of Section 30 of the Income Tax Act. Upon approval the Association shall:

1. Be required to have at least three persons, who are not connected persons in relation to each other, to accept the fiduciary responsibility of the organization.
2. Ensure that no single person directly or indirectly controls the decision making powers relating to the Association.
3. Is prohibited from distributing any of its funds to any person (otherwise than in the course of undertaking any public benefit activity) and is required to utilize its funds solely for the object for which it has been established.
4. Be prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A; provided that a donor may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.
5. Ensure that it is not knowingly a party to, and does not knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy, which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Act or any other Act administered by the Commissioner.
6. Submit to the Commissioner a copy of any amendment to this constitution.
7. Not pay any remuneration to any employee, office bearer, member or other person, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered.
8. Comply with such reporting requirements as may be determined by the Commissioner.
9. Take reasonable steps to ensure that the funds which it may provide to any association of persons as contemplated in paragraph 10(iii) of Part 1 of the Ninth Schedule of the Act are utilised for the purpose for which they are provided.
10. Has not and will not use its resources directly or indirectly to support, advance or oppose any political party.

SCHEDULE B

SWBFA PROTOCOL & RULES

1. INTRODUCTION

The SWBFA is a non-profit parent body and is not affiliated to any of the schools. We have our own rules and disciplinary procedures. The use of the bus, as arranged by the Committee of the SWBFA, is a privilege and payment of the fees does not vest an indisputable right to the use of the buses.

2. PURPOSE

The safety and wellbeing of the passengers and driver on the buses is the Committee's primary concern. Rules establish expectations for acceptable behavior and safety.

3. BUS RULES

In signing the application for membership of the SWBFA the applicant accepts the contents of the Constitution (attached), Discipline Policy (attached), and the Rules of the SWBFA as set out below.

The following are prohibited, and non-co-operation may result in termination of membership.

- Initiation and/or intimidation of any person on any of the buses.
- Drivers and other scholars must be treated with respect at all times.
- Seat Position: Scholars are to remain facing forward and not allowed to turn around in their seats.
- Any interference with the driver.
- Unruly behaviour that may distract the driver.
- Behaviour that may cause or has caused damage to the bus.
- Unnecessary walking about while the bus is in motion.
- Hanging any part of the body out of the bus while the bus is in motion.
- Reserving of specific seats on the bus.
- Scholars are not allowed to make use of the wrong bus.
- Scholars are not allowed to use the bus with an invalid bus pass/false identification.
- Smoking or vaping on the bus.
- Scholars may not eat or drink on the bus.
- Bad language or any form of verbal abuse while on the bus.
- Being in possession of any dangerous weapon/firearm/ammunition/illegal substances.
- Throwing any article from the bus.
- Co-operating with anybody using the bus who is not a member of the bus or who does not have the necessary written authorisation from the SWBFA to use the bus temporarily.
- Any interference with/thwarting of a person duly appointed by the committee in the day-to-day running of the Bus Fund. This includes the drivers and other bus company staff, who must always be treated with respect.
- Any tampering with the CCTV cameras.
- If/when required face masks must be worn on the bus. Should any learner remove their mask on the bus, their bus pass will be taken from them, and they will be suspended.
- **Bus Etiquette and Seating Rules:**
 1. Boys must show respect by waiting for girls to board the bus first and to disembark first.
 2. Juniors should sit at the front of the bus, while only seniors are allowed to sit at the back. Matrics have priority for seats at the rear of the bus.

4. SCHOLAR'S RESPONSIBILITY:

Scholars should understand and adhere to the Rules of the SWBFA. All scholars are required to always respect and obey the driver's and appointed bus captains' instructions. Persistent misbehaviour may result in expulsion from the SWBFA service as stipulated in the SWBFA Rules and Discipline Policy (Attached). It is the responsibility of the scholars to disembark at their correct stops as specified in the bus application form. Please do not seek pick-up or drop-off at any location other than an established stop. The buses are clearly marked with the routes/combined routes/Sport Routes and if the children are confused Warren of ELWIERDA will be

there to help to make sure that all scholars especially the new members and Gr 8 members are accommodated and on the correct bus. If the scholars are still in doubt, they must check with the drivers.

5. ACCESS CONTROL

Access to the bus service will strictly be controlled by a bus pass system. Bus passes will be issued by the SWBFA to members after the successful application. Bus passes is a proof of the agreement of transport between the SWBFA and the members. The bus pass is valid for the use only by the scholar to whom it is issued and for the specific bus and use of service. Bus passes are **NOT TRANSFERABLE** and will be presented to the driver for verification with **EVERY TRIP**. Your children must not cause delays by having to search for the bus pass once already at the entrance. **Drivers are instructed to deny the passenger transport if not in possession of a bus pass. NO EXCEPTIONS** will be made. Lost bus passes must be reported immediately and will be replaced for a fee (**R80**). The Bus passes remain the property of the Bus Fund. Passes can be confiscated by a person authorized by the SWBFA committee, if the scholar contravenes any of the above rules, OR if bus fees are in arrears.

6. SECURITY ON THE BUS

Any person travelling on a bus of the SWBFA will allow a person duly appointed by the Committee to search their person/bags to ensure the safe transport of all passengers. The buses are fitted with CCTV cameras which will be monitored and by signing this form, we acknowledge that we are aware of this and agree to it.

7. BUS CAPTAINS

Bus captains are selected from among members using the buses both ways. 2023 Gr 11 scholars were elected to serve as bus captains for the remainder of this term and final term of this year as well as in 2024. Bus captains are wearing badges to identify themselves. The bus captains will be expected to maintain discipline of the scholars primarily in their own school, and to take charge of other school/s when the bus captain/s of the school/s concerned is/are absent. The committee sees the role of the bus captains as that of protecting scholars from intimidation, ensuring that the bus rules are adhered to, and being available to scholars needing help of any kind. Bad behavior should be reported to the committee and to the SWBFA office. Lost bus captain badges must be reported immediately and will be replaced for a fee (**R55**).

8. SAFETY PROTOCOLS

Please review the attached safety guidelines with your child and make sure they understand its relevance and importance. Strict adherence to the safety protocols is the only way we can ensure safe transport and we rely on the support of all members. Members are responsible to leave enough parking space open for the bus to pull off the road and park for the children to board or disembark. Please do not impede the drivers in the morning by parking too near the stops. Once the bus is in sight, please drive off. Scholars must arrive at the bus stop at least five minutes before departure. Last -minute arrivals create traffic hazards, pedestrian risks, and schedule delays. The buses are under constant satellite surveillance and drivers are obliged to keep to the specified time scheduled. Under no circumstances should a late rider or his/her parents try to flag down a bus that is departing or attempt to block its departure.

9. BREAKDOWNS:

In the event of a breakdown, a replacement bus will be dispatched immediately to finish the trip. The children should stay on the bus and only leave per ELWIERDA's or the driver's instruction. Any delays longer than 20 minutes will be communicated to parents via WhatsApp.

10. IN CASE OF EMERGENCY:

Always follow the guidance from the driver or employees from ELWIERDA. In an emergency, the scholars need to stay calm, and listen to the bus driver and follow instructions carefully.

11. LOST PROPERTY

Elwierda Staff & SWBFA will not be held responsible for lost property. Please label all clothing and personal items with the scholar's first name and last name. Scholars must collect all their belongings from inside the bus and luggage compartments. This is not the responsibility of Elwierda staff. Lost property found on the buses will be held at the SWBFA Office for a maximum period of 30 days. It is the members responsibility to collect the lost property from the office between **Office Hours: Monday – Friday (8:00 am – 17:00 pm)** and

NOT from the drivers on the bus. Scholars will be charged a **R20** fine for retrieving lost items. At the end of each term unmarked and unclaimed items will be donated to charity.

12. AD HOC, HOSTEL & EXAM PASSENGERS

NO ad hoc, hostel & exam passengers requests will be granted.

13. MEMBERSHIP FEES

The SWBFA is a non-profit membership-based organization and accepts only **annual membership** as per the constitution. Members are required to pay their membership fees one term in advance, as stipulated on the application form, irrespective of their usage of the service. Should membership fees not be paid in advance of the upcoming term, they will not be permitted to make use of the service. Bad debts will be managed in terms of the relevant policy of the SWBFA.

14. MEMBERSHIP CANCELLATION: Notice period - According to the constitution of the SWBFA, one full term's written notice is required for cancellation of membership. If the membership is cancelled on shorter notice, the member will be liable for the remainder of the annual membership fee, irrespective of when the member joined.

- **Special circumstances where cancellation will be considered:** Moving residence (documentary proof required).
- Changing schools (documentary proof required).
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- **Circumstances that do not qualify for cancellation:** Members who wish to join lift clubs or decides to use own transport.
- Matrics who obtain their drivers licence and make use of own transport.
- Being accepted into a school hostel later in the year.
- **Return of bus passes after cancellation/suspension/resignation**
- Because the SWBFA contracts the services of Elwierda on an annual basis for a full year in advance, members are liable for the full years fees and cancellations cannot be accepted. We know that cancellation is sometimes unavoidable, and in these special cases members can apply to the SWBFA committee for cancellation. All cancellation applications are subject to the Committee's approval and acceptance.

When the committee accepts the cancellation or when membership have been suspended due to noncompliance of the SWBFA rules, all bus passes must be returned to the SWBFA office. Because you are paying in advance and must provide one term's notice, there will be no refunds for payments already made upon the acceptance or approval of your cancellation. Suspended members are still liable for the full year's membership fees regardless of being suspended as SWBFA has already committed to providing the member's seat for a full year.

15. FORCE MAJEURE

In no event shall the Somerset West Bus Fund Association, the committee members, nor staff of the Somerset West Bus Fund Association be responsible or liable for any failure or delay in the performance of its obligations in terms of this membership agreement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics or acts of God, acts by the government and interruptions, loss or malfunctions of utilities, communications or computer (Software and hardware), it being understood that the Somerset West Bus Fund Association shall use reasonable effort to resume performance as soon as practicable under the circumstances.

16. POPIA AGREEMENT

To effectively manage the SWBFA and to be able to communicate with our members, we need to store and process members personal information, which include initials, Surname, Addresses, e-mail addresses, Phone numbers, ID numbers and other details, as necessary. Please be advised that we are committed to ensuring the protection and security of your personal information. We shall not share any members personal information

with anyone, other than where legally required. The new requirements of POPIA that came into effect on the 1st of July 2021, requires SWBFA to obtain consent of all our members that we may store the personal information of all members on our database.

By signing this form, you agree to submit your personal information as per your membership application willingly, and that the information submitted is accurate and that you have no objection to us storing and processing your personal information.