

**MEMORANDUM - TERMS AND CONDITIONS
SHUTTLE SERVICES – JOYFUL JOURNEY SHUTTLE INC.**

TO: Parents of Students of De La Salle Santiago Zobel School – Vermosa campus

FROM: De La Salle Santiago Zobel School, Inc. (“**DLSZ**”)

RE: Terms and Conditions
Shuttle Services – Joyful Journey Shuttle, Inc.

DATE: February 4, 2019

Upon the opening of the Vermosa campus of DLSZ in this academic year 2019-2020, shuttle services have been made available to students of DLSZ for purposes of travelling to and from the Ayala Alabang campus of DLSZ at designated hours on regular school days in the academic year 2019-2020 (“**Shuttle Services**”). For purposes of this memorandum, DLSZ and Joyful Journey Shuttle Inc. (“**JJSI**”), a corporation incorporated under the laws of the Republic of the Philippines, may be referred to individually as a “**Party**” or collectively, as the “**Parties**.”

The Shuttle Services are being offered and will be provided by Joyful Journey Shuttle Inc. (“**JJSI**”), a corporation incorporated under the laws of the Republic of the Philippines, and an independent and duly licensed shuttle service contractor that owns a fleet of motor buses, including buses used by JJSI to provide the Shuttle Services, pursuant to and under the terms of the Shuttle Service Agreement by and between DLSZ and JJSI.

Students of DLSZ who would like to avail himself or herself of the Shuttle Service will be provided the Shuttle Services upon the acceptance by the parent of the Student of the terms of the Shuttle Services set forth below (the “**Term**”). By signing in the space provided below and sending back a copy to DLSZ, the parent whose name is written below (the “**Parent**”) hereby accepts the terms and conditions stated below (the “**Terms**”).

1. **SERVICES.** Subject to the Terms, the Parent acknowledges and agrees that the student/s named below (the “**Student/s**”), who is/are the Parent’s child, will, throughout the Term, avail himself or herself of the Shuttle Services pursuant to the Shuttle Service Agreement by and between DLSZ and JJSI.
 2. **TERM.** The Terms will be effective and will bind the Parent as of the start of academic year 2019-2020 and until the last class day thereof (the “**Academic Year**”).
 3. **FEES.** For and in consideration of the Shuttle Services, and other valuable consideration, the Parent hereby agrees to remit to DLSZ during the Academic Year a monthly sum of Four Thousand Five Hundred Pesos (PHP4,500.00) regardless of number of rides, inclusive of value-added taxes (the “**Fees**”), immediately upon a statement of accounts covering the Fees being posted on DLSZ’s online family portal without need for written demand. The Parties further agree that the Fees will not cover any other services by JJSI other than the Shuttle Services, e.g., bus services performed outside official student days and outside the regular hours of the Shuttle Services as announced by DLSZ. For the avoidance of doubt, the Fees will be payable, and if paid, will not be refundable even if the Student/s does/do not avail of the Shuttle Services.
 4. **REPRESENTATIONS; RELEASE.** The Parent hereby represents, acknowledges and agrees that: (i) he/she has, and has not been disqualified from exercising, parental authority over the Student; (ii) the Shuttle Services will be provided solely and exclusively to by JJSI, and DLSZ will not provide the Shuttle Services or any part or incident thereof; (iii) JJSI will be solely and exclusively liable to the Parent/s and the Student/s for any claims that may arise from or in relation to the provision of the Shuttle Services; and (iv) DLSZ has no participation or involvement in the provision of the Shuttle Services by JJSI. The Parent releases and holds harmless DLSZ from any and all liabilities of JJSI or any other party in relation to the provision of the Shuttle Services and other services provided by JJSI.
 5. **MISCELLANEOUS.** The Parent agrees that these Terms constitute the entire agreement between the Parties with respect to the subject matter hereof and, upon its effectiveness, shall supersede all prior agreements, understandings and arrangements, both oral and written, between the Parties with respect to such subject matter. These Terms may not be modified in any way unless by a written instrument signed by the Parties. The Parent cannot assign his/her rights hereunder without the consent of DLSZ.
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Parent’s Name and Signature: _____
Student/s’s Name and Signature: _____
