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CERTIFIED ISO 9001







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ceo-sds



sds-th.com

# **Memorandum Of Understanding**

#### Preamble

This Memorandum of Understanding (MOU) is established between **Security Diamond Services Company Limited** and **the client** for school transport.

This agreement aims to set out the terms and conditions of the school transport service without the legal and formal obligations of a contract.

A MOU is a flexible document that allows the parties to define their roles, responsibilities, and mutual expectations clearly and transparently without creating binding legal constraints.

#### This document aims to:

Allow the parties to adopt the terms according to the circumstances to facilitate a flexible collaboration that meets school transport needs.

Establish a climate of mutual trust by establishing guiding principles and common objectives.

Enable each party to terminate or modify this agreement easily, according to changing needs or necessary adjustments.

By choosing an MOU, the parties affirm their exemplary faith commitment to abide by the terms set forth while recognizing that no formal contractual obligation is established.

- A Generalities
- B Personal Data Protection Act
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## A - Generalities

## 1. Scope

SDS is a full-spectrum security service company.

These General Conditions of Sale (CGV) apply only to the transport services concluded by the Company SDS (called "SDS") with its customers (called the "Customer"). Any order implies unreserved acceptance of these General Terms and Conditions by the Customer.

## 2. Orders

- 2.1. Service orders are placed in writing, application line, or email.
- 2.2. Any order will only be considered final after written acceptance by the Company.
- 2.3. The Company reserves the right to refuse any order for legitimate reasons, such as abnormal requests or technical constraints.

## 3. Commitment

- 3.1. The client commits to paying for the service ahead of time.
- 3.2. The Customer commits not to request any refund after having validated and paid for their order (except such as paragraph **C Financial**).
- 3.3. The Customer commits for the entire service payment duration (Until 2024 July the 5th, end of class room).
- 3.4. Depending on specific cases (moving, end of contract linked to transport, death or departure of the beneficiary, etc.), SDS may reimburse the payment of the order pro rata at its discretion.
- 3.5. SDS reserves the right to suspend or cancel any service in the event of non-payment or partial payment.
- 3.6. SDS reserves the right to refuse any customer who directly or indirectly harms or has harmed the personnel, image, materials, operations or reputation of SDS.
- 3.7. In case of non-satisfaction, the client can claim reimbursement for the entire or part of her/his registration. In this case, the client and SDS will agree to cease the relationship in the best manner, mainly by reimbursing the services not used. The dissatisfaction needs to be justified by several unfixed complaints over a period of at least two (2) weeks.
- 3.8. If the client cannot use the service anymore (moving, school changing, long absence, etc.), he can claim reimbursement for the paid invoice. In this case, SDS will reimburse unused services in the exact daily prorata.

#### 4. Performance of the Services

- 4.1. The services are performed according to the terms and deadlines agreed between the Company and the Client.
- 4.2. The Company undertakes to provide the necessary means for executing the services but does not guarantee a specific result unless expressly provided otherwise.

## 5. Complaints

- 5.1. Any complaints regarding the services provided must be made in email.
- 5.2. SDS undertakes to respond to any complaint within two working days, then study and resolve it as quickly as possible.

## 6. Guarantees

- 6.1. The Company undertakes to provide the services with care and diligence under current professional standards.
- 6.2. The warranty does not cover problems resulting from the Customer's inappropriate use of the services.

## 7. Liability

SDS's liability is limited to the amount of the order. The Company cannot be held responsible for any indirect, immaterial or consequential damage, such as loss of profit, operating loss, etc.

## 8. Force Majeure

The Company cannot be held responsible for non-performance of its obligations in force majeure or any event beyond its control (strikes, natural disasters etc).

#### 10. Protection of Personal Data

The Company undertakes to respect the confidentiality of personal data communicated by the Client and to process them according to the regulations in force. In addition, SDS will comply with the most restrictive text regarding the nationalities of its customers.

## 11. Applicable law and disputes

These General Terms and Conditions are subject to Thai law. In the event of a dispute, the parties undertake to seek an amicable solution before approaching the competent courts.

## **B** - Personal Data Protection Act

This privacy policy explains how we collect, use, share, and protect the personal information you provide using our website, sds-th.com.

#### 1. Information we collect

We may collect and process the following types of data:

Identifying information: name, address, telephone number, email address.

Payment data: credit card information or other payment methods.

Connection data: IP address, browser type, access time, pages visited.

Other Information: Any information you choose to provide to us voluntarily.

#### 2. Use of data

We use your data to:

Providing our services and products.

Process your payments.

Communicate with you, including customer service and technical support.

Improve our site and services.

Please comply with our legal and regulatory obligations.

## 3. Data sharing

We may share your data with:

Our business partners and service providers fulfil orders and provide services.

Legal or regulatory authorities if required by law.

Other parties with your consent or where necessary for our services.

## 4. Data security

We implement appropriate technical and organizational security measures to protect your data against loss, theft, misuse, and unauthorized access.

## 5. Changes to the Privacy Policy

We may update this privacy policy from time to time. Any changes will be posted on this page with a new update date.

#### 6. Contact

If you have any questions regarding this privacy policy, please get in touch with us at:

Security Diamond Services Company Limited travel@sds-th.com

## C - Financial

Transportation fees must be paid ahead of time. The final price includes VAT, but the intermediate calculations for discounts or other extra charges are based on pricing without VAT.

## **Pricing table**

Yearly basic price with VAT and without VAT

**Discount and extra charges** 

Monthly basic without VAT
Yearly payment (mini. 6 month)
Payment greater than a month
Single month payment
Multi seats greater than one kid

Home-School School-Home	Single way:
71,500.00	42,500.00
66,822.43	39,719.63
6,682.24	3,971.96
-133.64	-79.44
0.00	0.00
+668.22	+397.20
-200.47	-119.16

Single way: School-Home 49,000.00 45,794.39	
3,971.96	
-91.59 0.00	
+457.94 -137.38	

- Rates are in Baht, and all taxes are included.
- SDS reserves the right to change its rates at any time without retroactivity for the existing clients until the course's end date of the current year. Services are based on the price, which is in effect on the date of the estimate confirmed.
- Annual payments offer a rate reduction of two (2%) on the total ordered per session. This reduction is calculated excluding tax.
- Payments for several passengers (multi-seat) from the same family offer a three per cent (3%) reduction of the total amount, excluding tax per session. In the event of the second seat's cancellation, the reduction lapses the immediately following month.
- SDS allows monthly payments. These payments are subject to special monitoring, and the price is ten per cent (10%) higher.
- Rates are calculated annually, divided into equal parts and smoothed monthly, regardless of the number of days of transport.
- SDS does not charge registration fees.
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## Ratchaneekorn Fowler

C.E.O. Security Diamond Service Co., Ltd.





# IN THE EVENT ACCIDENT ON THE ROAD. STOP THE VEHICLE, TURN ON THE HAZARD LIGHTS

#### **DRIVER**

Move the vehicle away from traffic as much as possible. Get out of the car and put the traffic cones in place. Stay out of the vehicle to help the assistant and kids.

#### **ASSISTANT**

Stay on board and reassure the children. When the car is off, unfasten the seat belts. Unlock the side door and call SDS.

## TWO POSSIBILITIES

FIRE RISK

#### **NO FIRE RISK**

#### **DRIVER**

## **ASSISTANT**

Stay at the side door to help

Open the side door, get down and stay in contact

Get down from the oldest to the youngest

Can ask the older ones for help.

Supervise the disembarkation upstream of the vehicle.

When everyone has disembarked, the Driver in front, followed at the back by the assistant, walks into the traffic direction 50 meters away.

Stay together. Reassure the children (younger ones), Give them something to drink (water is nearby), and Wait for help.

#### DRIVER

He places water bottles on his seat.

Stands at the front outside of the vehicle.

Signals to slow down and stay available for help.

#### **ASSISTANT**

Stay on board with the children.

Take care of the injured, if any, and reassure the others.

Stay on the phone and only answer SDS or authorities.

When rescues arrive, keep control of the children. Get help from the driver.

Comply with the instructions of the emergency services. Remain in control of the children (unless the emergency services take charge of an injured person).

## IN THE EVENT ACCIDENT ON BOAD.

The assistant's mission is to enforce safety and decorum instructions, and the children obey in a beautiful world. However, after a stressful day, children or adolescents could feel a particular state of excitement.

This dissipation, even rarely, could lead to behaviour that generates a risk for a passenger or all vehicle occupants.

If the assistant cannot control the situation, then it is appropriate to comply with the following protocol:

## STOP THE VEHICLE, TURN ON THE HAZARD LIGHTS

## DRIVER

Move the vehicle away from traffic if possible. Turn off the air conditioning. Get out of the vehicle and place the traffic cones.

#### **ASSISTANT**

Stay on board and try to restore order. Keep your post at the side door. Take stock of injuries (if any) and call SDS.

## **SDS ACTION**

Send an incident message to the parents concerned and keep in touch with the escort.

In need, SDS sends a crew according to the situation (van + driver + escort) at the parents' expense (evidentiary videos).

The cost per rescue crew is 10,000.00 baht. After the payment in full, the offender(s) will benefit from the service again.

## **Appendix 2 - Good practices Client**

## **SCHEDULES**

As mentioned in the "TIME ROAD", respecting vehicle departure times is imperative. A few minutes of delay impacts the following users, makes traffic denser, and jeopardizes the imperative arrival of children at the LFIB with its share of consequences.

## Please, therefore, strictly respect the timetables.

Drivers and assistants are prohibited from making any decision, especially operational, or even managing a delay problem. However, the Operation. The manager (+66979749429) is always available on the messaging network and directly. Do not hesitate to contact him if necessary.

Drivers are ordered to leave on time, but depending on special conditions, they may, at their discretion, observe a tolerance of 2 minutes.

## Appendix 3 - Covered zone

