



## STANDARD SERVICE AGREEMENT

### For Home Schools

#### 1. PARTIES

The parties to this agreement:

1.1 **Accelerated Christian Education (South Africa)**  
"The Seller";

and

1.2 \_\_\_\_\_  
"The Purchaser" (Name of Purchaser in Full)

**Whereas** the purchaser is desirous of engaging the Seller to act for it in purchasing A.C.E. (S.A.) products so as to enable the Purchaser to facilitate the educational programme established by it;

#### NOW THEREFORE IT IS AGREED AS FOLLOWS:

#### 2. SERVICES

The Seller sells to the Purchaser the following services:

##### 2.1 Consulting Services

The Seller or an official representative of the Seller, shall provide the following services to the Purchaser:

2.1.1 guidance with regard to the Purchaser's needs, facility options, organisations, finances and promotions, as well as determining the cost of starting and operating the proposed school;

2.1.2 further assistance and guidance by way of telephonic consultation upon request of the Purchaser.

##### 2.2 Training

Enrolled parents shall complete parent training under the supervision of the Home Education Academy advisors in selected locations. All costs for travel, lodging and meals shall be the responsibility of the Purchaser.

##### 2.3 Conventions

The Seller shall provide Educators' Conventions in selected locations for in-service training.

##### 2.4 Student Conventions

Students need to compete in at least one A.C.E. (S.A.) All Africa Student Convention before graduating, and may also compete in the A.C.E. International Student Convention according to the rules governing the conventions. A registration fee shall be charged for each Homeschool and for each participant. These registration fees will include all costs for accommodation and meals, but will exclude all traveling costs.

##### 2.5 Materials

The Seller shall provide a list of products known as the A.C.E. (S.A.) Products Catalogue, which products may be purchased by the Purchaser for his Homeschool.

##### 2.6 Manuals

The Seller shall provide the Purchaser with a resource kit, which includes a Home Educator's Handbook, Life Orientation Manual and SA PACE Sequence.

##### 2.7 Cost

The Purchaser shall be liable for the following costs:

2.7.1 All and any registration fees that may be charged by the Seller at conventions and seminars including costs for travel, lodging and meals;

2.7.2 An initiation fee payable upon signature of this agreement. This initiation fee will be used to pay for the registration of the Homeschool and a resource kit that shall be made available to the Purchaser;

2.7.3 All tax, shipping and handling charges on materials supplied;

2.7.4 Any re-stocking charges of 15% should any of the materials be returned;

2.7.5 Fees (referred to in 2.7.1, 2.7.2, 2.7.3 and 2.7.4) may vary from time to time.

Initials

#### 3. SALES TERMS

All orders placed by the Purchaser for curriculum materials and related items are for the Purchaser's use only and are to be accompanied by payment in cash, bank-guarantee cheques, money order, direct bank transfer or credit card details. Prices quoted by A.C.E. (S.A.) are subject to change.

#### 4. IDENTITY

The Purchaser may not use any trademarks or insignias of A.C.E. (S.A.), including School of Tomorrow, A.C.E. School of Tomorrow, A.C.E. Ministries or A.C.E. The purchaser may not make any representation or advertise that the Homeschool is an A.C.E. school, a School of Tomorrow, or an A.C.E. School of Tomorrow Homeschool for the purpose of soliciting business or any other purpose whatsoever. The purchaser may however disclose / make known that the school utilises the A.C.E. (S.A.) Programme.

Initials

**5. REQUIREMENTS**

Prior to a Homeschool being opened, the supervising parent must register with an A.C.E. (S.A.) approved Academy or Host school, and complete the A.C.E. (S.A.) Home Educator's Training. In addition they must agree to abide by the official Home Education Policy.

**6. PROCEDURES**

The Purchaser shall follow A.C.E. (S.A.) PACE procedures (i.e. diagnosis, scoring, testing etc.) as detailed in the A.C.E. (S.A.) Home Education Handbook. Failure to do so will result in revocation of any discount granted as a result of this Agreement, and/or the termination of this agreement, after which A.C.E. (S.A.) and the Host will accept no responsibility for the said Homeschool. This will take effect after notification by the Seller to the Purchaser of such a decision in writing.

**7. PRODUCTS**

Only A.C.E. (S.A.) curriculum and other South African accredited and approved curriculum, software, academic videos and miscellaneous materials shall be used by the Purchaser.

**8. RETURNS**

Any returns must be received in a saleable condition, and be accompanied by a purchase receipt. A 15% re-stocking fee shall be charged by the Seller. Goods will only be credited within one month from date of invoice.

**9. PRICE CHANGE**

Prices quoted by the Seller are subject to change at any time with prior notice.

**10. COPIES**

**A.C.E. (S.A.) claims and retains its proprietary and copyright interest in the materials provided hereunder. Duplication or unauthorised use of any A.C.E. (S.A.) materials, inclusive of PACEs or disks, automatically terminates this service agreement and may result in legal action being taken by A.C.E. (S.A.).**

**11. DURATION OF THE AGREEMENT**

11.1 This agreement may be terminated by either party with 30 (thirty) days' written notice.

11.2 In the case of termination of the agreement by the Purchaser within the first 30 days after registration, a refund of the registration portion of the fee will be made. In addition a refund on the Resource Kit less a 15% re-stocking fee will only be considered at the discretion of the Seller, if the resource kit is returned in a sealed and re-saleable condition within 30 days. In the event that training has been attended no refund will be given for training.

**12. TERMS OF DISCONTINUATION OF THIS AGREEMENT**

12.1 This agreement shall be deemed as discontinued should any child/ren home educated by the Purchaser be transferred onto another curriculum or into another school. It will be the Purchaser's responsibility to inform their Host and also the Seller in writing of this change.

12.2 Refer to point 7 and 10 of this agreement.

**13. CESSION**

This agreement may not be transferred, given, ceded or sold by the Purchaser.

**14. PRIOR AGREEMENT**

This agreement shall supercede any and all other such agreements entered into between the Purchaser and Seller.

**15. ENTIRE CONTRACT**

This document contains the entire agreement between the parties. Neither party shall have any right or remedy arising from any undertaking, warranty or representation not included in this document.

**16. VARIATION**

This contract cannot be varied, added to, or cancelled by means of a further written agreement by either parties, unless signed by both parties.

**17. RELAXATION OF TERMS**

No relaxation of terms or indulgence which one party may grant the other, shall in any way operate as an estoppel against the former party or be deemed to be a waiver of his rights, or in any way limit, alter, or prejudice those rights.

**18. INTERPRETATION**

For the purposes of this agreement, unless the context requires otherwise:

18.1 The singular includes the plural and vice versa;

18.2 Any reference to any one gender, whether masculine or feminine, includes the other;

18.3 The headings in this agreement are for convenience only and are not to be taken into account when interpreting the agreement.

**19. COSTS**

In the event of any legal action being taken on this agreement, any award of costs shall be deemed to be costs on an attorney and client scale.

**20. WARRANTIES BY INDIVIDUALS SIGNING ON BEHALF OF JURISTIC PERSONS OR ASSOCIATIONS**

20.1 Every natural person signing on behalf of any juristic person or association personally warrants that all necessary steps have been taken by the juristic person or association to give the signatory the power to execute this agreement on behalf of that person or association.;

20.2 If any juristic person or association is not bound by this agreement for any reason whatsoever, including but not limited to a breach of any term thereof, then the person so signing this agreement shall be deemed to have signed in his personal capacity.

**21. DISPUTES**

Any dispute between the Seller, Purchaser or Host will be handled according to the Official A.C.E. (S.A.) Home Education Policy.

Initials

**22. DISCLAIMER**

The purchaser hereby undertakes to make application to register with the relevant Provincial Education Department in accordance with the SA Schools Act 1996 Section 51.

**23. ADDRESSES FOR SERVICE**

The parties to this agreement choose the following addresses as their domicilium for the serving of legal documents and other:

The Purchaser:

Address:

Signed at  this  day of  in the year

OWNER OF HOMESCHOOL

AS WITNESSES: 1.    
2.

The Seller **Accelerated Christian Education (South Africa)**

Address: **13 Glen Anil Street, Glen Anil, Durban, 4051**

Signed at  this  day of  in the year

A.C.E. (S.A.) AUTHORISED REPRESENTATIVE

AS WITNESSES: 1.    
2.