



**5. REQUIREMENTS**

Prior to a Homeschool being opened, the supervising parent must register with an AEE (Pty) Ltd. approved Academy or Host school, and complete the A.C.E. 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. PACE procedures (i.e. diagnosis, scoring, testing etc.) as detailed in the A.C.E. 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 AEE (Pty) Ltd. 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 products provided by AEE (Pty) Ltd and other 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**

**Accelerated Education Enterprises (Pty) Ltd (including but not limited to A.C.E.(S.A), AEE Publications, ACE School of tomorrow, Catfish Publications) claims and retains its proprietary and copyright interests in the materials provided hereunder. Duplication or unauthorized use of any Accelerated Education Enterprises (Pty) Ltd materials, inclusive of PACEs or disks, automatically terminates this service agreement and may result in legal action being taken by Accelerated Education Enterprises (Pty) Ltd.**

**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 AEE Home Education Policy.

**22. DISCLAIMER**

The purchaser hereby acknowledges the responsibility to make application to register with the relevant Provincial Education Department in accordance with the SA Schools Act 1996 Section 51. The Seller will however provide material and services to the purchaser whether the purchaser fulfils this responsibility or not.

**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.

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The Seller **Accelerated Education Enterprises (Pty) Ltd.**

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

Signed at  this  day of  in the year

AEE (Pty) Ltd. AUTHORISED REPRESENTATIVE

AS WITNESSES: 1.

2.