

**Doulos**
Education Enterprises
STANDARD SERVICE AGREEMENT
For Home Schools

1. PARTIES

The parties to this agreement:

- 1.1 **Doulos Education Enterprises** and 1.2 _____
The authorized representative for **(“The Purchaser”)**
Accelerated Christian Education, Inc. and
Accelerated Education Enterprises Pty
(“The Seller”);

Whereas the purchaser is desirous of engaging the Seller to act for it in purchasing products provided by Doulos Education Enterprises 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, school facility options, organization, 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 academic 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 within the appropriate age levels need to compete in at least one A.C.E. Nigeria Student Convention, or 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 Products Catalog, which products may be purchased by the Purchaser for his Homeschool. In the event of the Purchaser failing to pay service fees according to the Home Education Academy’s financial agreement, the Seller may withhold text books when the Home Education Academy advises the Seller that such fees are in arrears. This fee is payable annually except for the first year of the homeschools existence

2.6 Manuals

The Seller shall provide the Purchaser with a resource kit, which includes a Home Educator’s Handbook, Training PACE and some basic forms.

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 the Doulos Distribution Centre are subject to change.

4. IDENTITY

The Purchaser may not use any trademarks or insignias of Doulos Education Enterprises, AEE (Pty) Ltd, including School of Tomorrow, A.C.E. School of Tomorrow. 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. Programme.

Initials

5. REQUIREMENTS

Prior to a Homeschool being opened, the supervising parent must register with Doulos Education Enterprises or an 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 privileges granted as a result of this Agreement, and/or the termination of this

agreement, after which Doulos Education Enterprises and/or the Host Academy 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 Doulos, AEE (Pty) Ltd, and/or A.C.E. and other **APPROVED** curriculum, software, academic videos and miscellaneous materials shall be used by the Purchaser. Please contact the office about materials you would like to use. The office would be glad to discuss the value of those materials. Ultimately, we seek for your child to get the best.

8. RETURNS

Any returns must be received in a saleable condition and be accompanied by a copy of the original invoice. A 15% re-stocking fee shall be charged by the Seller. Goods will only be credited for items returned within one month from due 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 Christian Education, Inc., Accelerated Education Enterprises, and/or Doulos Education Enterprises

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 This agreement shall be deemed discontinued if the Purchaser does not actively maintain contact with the Seller through, regular ordering (established on an individual basis), providing required response to communication from the Seller, and participation in events such as student convention and educator conventions.

12.3 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 supersede 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 party, 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 Home Education Policy.

22. DISCLAIMER

The purchaser hereby acknowledges the responsibility to make application to register with the relevant Education Department/Ministry in accordance with the Nigeria.

23. ADDRESSES FOR SERVICE

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

The	Name of purchaser						
Address:	Physical address of purchaser						
Signed at	<input type="text"/>	this	<input type="text"/>	day of	<input type="text"/>	in the year	<input type="text"/>
<input type="text"/>		OWNER OF HOMESCHOOL					

AS WITNESSES:

1.	Name of witness	Signature of witness
2.	Name of witness	Signature of witness

The	Doulos Education Enterprises						
Address:	Plot 5940 Miango Rd. New Layout, Jos, Plateau State 930272						
Signed at	<input type="text"/>	this	<input type="text"/>	day of	<input type="text"/>	in the year	<input type="text"/>
<input type="text"/>		Doulos Education Enterprises AUTHORISED REPRESENTATIVE					
AS WITNESSES:	1.	Name of witness	Signature of witness				
	2.	Name of witness	Signature of witness				