



TSHWANE HOME
EDUCATORS ACADEMY



TshwaneHEA

TERMS & CONDITIONS

2023

1. RECITALS	<p>a. This Agreement sets forth the terms and conditions under which the Academy will provide certain services to the Parents;</p> <p>b. Whereas the Parents desires to receive the services as set out in this agreement and Annexures hereto from the Academy;</p> <p>c. Whereas the Academy and the Parents (hereinafter referred to cumulatively as the "Parties" and singularly as the "Party") have agreed on the terms which shall govern the services with reference to the obligations and duties of the parties;</p> <p>d. Whereas the Prospectus of the Academy forms part of this contract containing inter alia the obligations and duties of the parties as set out Annexure "A" hereto;</p> <p>e. In this agreement any act or omission of the Pupils will be regarded as an act or omission of the Parents.</p>
2. UNDERTAKING	<p>a. <u>Obligations and duties of the Academy</u></p> <p>i. The Academy will provide services to the Parents within the ambit of the Prospectus hereto marked as Annexure "A"</p> <p>b. <u>Obligations and duties of the Parents</u></p> <p>i. The Parents will adhere to all administration-, enrolment- and assessment procedures as set out in Annexure "A" or any other procedure and/or requirement as necessary from time to time.</p> <p>ii. The Parents may not provide any of the property and or material of the Academy to any other person without the prior written consent of the Academy.</p>
3. TERMS AND TERMINATION	<p>a. The initial term of this Agreement shall commence on the date of signature hereof and shall continue until terminated on the terms and conditions as set out in this agreement.</p> <p>b. This Agreement is binding when executed by the Parents and subsequently accepted by the Academy and once accepted by the Academy, the rates and charges provided in this Agreement will be effective as set out in Annexure "B" to this Agreement.</p>
4. FINANCIAL PROVISIONS	<p>a. The Financial provisions is set out in Annexure "B" to this agreement;</p> <p>b. The Academy reserves the right to increase or decrease the Financial provisions as set out in Annexure "B";</p> <p>c. The Academy will advise the Parents of any fee increase or decrease via post, fax or e-mail to the address as set out in Page 1 of this agreement, where after the new Financial Provisions will form part of this agreement;</p> <p>d. Registration fee is payable before the pupil will be accepted to the Academy;</p> <p>e. All fees are payable in advance, before the 3rd day of each month;</p> <p>f. No cheques are accepted unless arrangements are made for immediate clearance;</p> <p>g. Payment can be made by way of debit card facility at the Academy's office;</p> <p>h. Payments made by way of direct deposit of cash, there will be a cash deposit fee charged, this will be payable by the parent</p> <p>i. When Parents make payment by way of direct deposit or internet transfer the Parents must use their surname and mother's name as reference;</p> <p>j. The fees shall be the sum per month as per annexure "B" as stipulated in monthly invoices sent out by the Academy, payable monthly before the 3rd day of each and every month by way of one payment, free of exchange and bank charges, without any deduction for any cause whatsoever, without any delay for any cause whatsoever (No Cheque payment unless arrangements by Parents for immediate clearance), into the following account: Bank: FNB Merilyn Retail Park, Pretoria / Branch Code: 25 24 45 / Type: Cheque Account / Account Number: 626 143 21 511 or such a place and account as the Academy may determine in writing.</p> <p>k. Should the Parents fail to make payments on time as stipulated above a penalty fee of R100.00 (One Hundred Rand) will be charged by the Academy for the administration of the late payment which amount will be payable within 24 hours from date of late payment by the Parents;</p> <p>l. Should the Parents fail to use the <u>reference of the surname and mothers name</u> as reference on payments in above bank account, the Academy will levy an administration fee of R50.00 (Fifty Rand) which amount will be payable within 24 hours from date of levying such a fee;</p> <p>m. Should the Parents make payment of fees for a specific month with more than one payment, the Academy will levy an admin fee of R50.00 (Fifty Rand) for every additional payment per month.</p> <p>n. When making payment directly into the account of the Academy, proof of the payment should be sent to the Academy by way of fax or e-mail.</p> <p>o. <u>Additional payments by Parents:</u></p> <p>i. All legal costs, as between attorney and client, incurred by the Academy in taking legal steps against the Parents to enforce any of the Parents obligations in terms of this agreement;</p> <p>ii. Bank charges in respect of any dishonoured or unpaid cheques or debit orders;</p> <p>iii. All amounts received from the Parents shall be appropriated firstly towards legal fees, then any outstanding amounts (fees), then towards interest, then towards ancillary charges.</p>
5. WARRANTY AND LIABILITY	<p>a. The Academy warrants that its undertakings herein shall be performed in a professional manner and that it will provide Services in accordance with this Agreement;</p> <p>b. No other warranties are expressed or implied;</p> <p>c. The Parents warrants that it will assist the Academy with any related queries and request to enable the Academy to perform its obligations as set out in this agreement;</p> <p>d. Except as otherwise set forth herein, neither Party shall be deemed negligent, at fault or liable in any respect to the other for any delay, interruption or failure in performance hereunder resulting from fire, flood, water, the elements, explosions, acts of God, war, accidents, labour disputes, strikes, shortages of equipment or suppliers, unavailability of transportation or other cause beyond the reasonable control of the Party delayed or prevented from performing;</p> <p>e. Except to the extent that same is caused solely by the gross negligence of wilful misconduct of the Academy, its authorized agents or employees, the Parents shall indemnify and hold harmless the Academy, its agents, contractors and employees from and against any and all claims, liability, damage, loss, or expense (including attorney's fees) including injury or death to persons, or damages to property, both real and personal, which may arise out of this agreement;</p> <p>f. Except to the extent that same is caused solely by the gross negligence of wilful misconduct of the Parents, its authorized agents or employees, the Academy shall indemnify and hold harmless the Parents, its agents, contractors, and employees from and against any and all claims, liability, damage, loss, or expense (including attorney's fees) including injury or death to persons, or damages to property, both real and personal, which may arise out of the negligent acts of omissions of the Parents, its agents, employees or contractors.</p>
6. CANCELLATION FOR CAUSE	<p>a. On cancellation of this agreement the Parents must return to the Academy any property on rent, <u>within 7 days</u>;</p> <p>b. If the Parents fail to deliver any property of the Academy within 7 days of cancellation of this agreement the Academy will levy the current purchase price of the property on the account of the Parents which amount must be paid within 7 days of levying same;</p> <p>c. On cancellation of this agreement all outstanding fees must be paid to the Academy within 7 days of cancellation;</p> <p>d. Should the Parents:</p> <p>i. fail to pay any amount owing in terms of this agreement on due date; or</p> <p>ii. commit any other breach of any condition of this agreement and fail to remedy that breach within a period of 7 (SEVEN) days from the date of sending a notice by the Academy calling upon the Parents to rectify the breach; or</p> <p>iii. fail to perform their obligations in terms of this agreement in such a manner that the Academy is justified in deciding that the conduct of the Parents cannot be reconciled with an intention or ability to perform such obligation; then in such event, the Academy shall be entitled to cancel this agreement forthwith by giving notice to the Parents without prejudice to any other claim which the Academy may have against the Parents as a result thereof.</p> <p>e. In the event of the Parents failing to fulfil any of their obligations they shall also be liable for the payment of:</p> <p>i. interest calculated at the rate of 18 % per annum on all arrear amounts;</p> <p>ii. all legal costs incurred by the Academy calculated on an attorney and client basis irrespective of the fact whether action has been instituted or not;</p> <p>iii. collection commission according to the tariff prescribed by the Law Society of the Provinces;</p> <p>iv. compensation for any damages suffered by the Academy.</p>
7. NON-DISCLOSURE OF COMPANY AFFAIRS: RESTRICTION ON TRADING THE PARTIES HEREBY UNDERTAKES THAT IT WILL NOT:	At any time, whether during the continuation in force of this agreement or at any time after the termination thereof, divulge any information in relation to the Parties affairs or business or method of carrying on business.
8. SERVICE OF NOTICES	Save as hereinbefore otherwise provided any notice required to be given hereunder shall be sufficiently given to the Parties if forwarded by registered post, e-mail, or fax or to the address as set out in Clause 11 hereunder and shall be sufficiently given to the Parties if similarly forwarded to the Parties as stipulated. Every notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.
9. WAIVER	The waiver by any Party of any breach of any term of this agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.
10. GENERAL	<p>a. This agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties.</p> <p>b. No agreement at variance with the terms and conditions of this agreement shall be binding on the parties unless reduced to a written agreement signed by or on behalf of the parties.</p> <p>c. No relaxation or indulgence which the Academy may show to the Parents shall in any way prejudice or be deemed to be a waiver of his rights hereunder and, in particular, no acceptance by the Academy of payments after due date (whether on one or more occasions) shall preclude or stop the Academy from exercising any rights enjoyed by the Academy hereunder by reason of any subsequent payment not being made strictly on due date.</p> <p>d. Unless otherwise stated by the Academy in writing, the receipt by the Academy or his agents of any payment shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation or rights of cancellation effected or acquired prior to such receipt.</p>
11. DOMICILIUM CITANDI ET EXECUTANDI	<p>a. The parties hereto choose as <i>domicilium citandi et executandi</i> for all notices and the services as set out on page 1 of this agreement.</p> <p>b. Any notice of any change of address must be given in writing by the party concerned and delivered by hand or sent by registered mail, fax or e-mail to the other party. Addresses in terms of this clause must be physical addresses and not post box numbers.</p>

Financial Information

The financial policy is:

Tshwane Home Educators Academy Registration Fee

Payable before the pupil will be accepted to the Tshwane Home Educators Academy.

Monthly Tuition Fees

1. The fees are payable in advance, before the 3rd day of each month.
2. In the instance of default of a payment:
 - A phone call will be made on the 4th day of the month.
 - A penalty fee of R100 will be payable if payments are late and interest of prima + 1% will be added.

The following payment methods could be used:

- No cheques are excepted
- We have a debit card machine available
- Direct deposit into the Academy's bank account (copy of deposit slip must be faxed to 086 619 6828, use your **SURNAME & NAME** and ACE customer no as reference)
- Electronic transfer into the Academy's bank account (e-mail to hester@thea.co.za / accounts@thea.co.za, use your **SURNAME & NAME** and ACE customer no as reference)

Financial Information

TESTING FEES:	2022	BANK ACCOUNT DETAILS
ABC'S Reading and/or Readiness Test	R 250.00	Testing fees Cash Only, payment required on day of testing. (No test will be issued without payment)
ABC's Post Test	R 250.00	
Diagnostic Test	Free (Online Only)	
REGISTRATION FEE (Once-Off)	R 870.00	Registration Fee
PARENT TRAINING <i>For one parent (Non-Refundable) once confirmed and booked for training. (In case you have a tutor, both parents and tutor needs to attend the training at R 860.00 per person)</i>	FREE (Value: R 1000.00) Per Person	Tshwane Home Educators Academy FNB Bank Menlyn Retail Park – 252 445 Cheque Account Acc. No.: 626 143 21 511
Total	R 870.00	(Without second parent for training)
PLEASE USE THE FOLLOWING ACCOUNT FOR ALL OF THE TRANSACTIONS BELOW:	Tshwane Home Educators Academy FNB Bank Menlyn Retail Park – 252 445 Cheque Account Acc. No.: 626 143 21 511	
1. SERVICE FEES - Juniors A yearly increase of 10% will be effective from 1 January of each year.	R 375.00	Per child from Grade 00 – Grade 7 (as per the PACE & Sequence) 12 years old. (Invoiced monthly from month of first PACE Order) Includes weekly moderation of PACE Test.
2. SERVICE FEES - Seniors A yearly increase of 10% will be effective from 1 January of each year.	R 500.00	Per child from Grade 8 (as per the PACE & Sequence) or a child turning 13 years old. (Invoiced monthly from month of first PACE Order) The Senior Phase & FET Phase in assisting learners with PACE work, etc. from Grade 8 to Grade 12 which requires more services to be rendered by the Academy. This fee includes PACE moderation, weekly scoring, but not NON-PACE moderation. If you finish your PACEs your account will be running until you have signed for the Gr. 12 certificate.

CURRICULUM & POSTAGE <i>The postage is from A.C.E National Office to the THEA Office. This is a set price per quantity of order.</i> <i>If you need us to post / courier the PACEs to you, please note that it will be an additional cost to you.</i>	As per Academy's PRICE LIST supplied by ACE National Office, including Postage	Postage (the cost of the couriering from ACE warehouse to the Academy) may vary due to the amount of PACEs ordered. NOTE: That no PACEs will be ordered if your account is not paid up to date. Please note once you've received and approved your PACE order THEA will not be able to refund you for PACEs already signed for on receipt of PACE order. If you have any queries regarding your account or PACE order please do so within 5 days. If you order for more than a month you must pay your fees for working the number of months that you order PACEs for, unless you have an arrangement with THEA.
ADDITIONAL SUPPORT	R 85.00 per item	This fee is only upon request, if you would like our office to complete your everyday admin form regarding home schooling this fee will be charged. The fee will depend on what will be needed and what our office will have to complete for you.
HIRE OF SCORE KEYS	As per Academy's PRICE LIST	Hiring of Keys (if available) from the Academy for period of 3 months (a term). If not returned you will be billed for the keys again every 3 months. Alternatively you can order unavailable Keys as per Academy's PRICE LIST.
HIRE OF DVD's AND LITERATURE BOOKS	As per hiring fee (varies)	Hiring of DVD's and Literature books (if available) from the Academy for a period of 3 months (a term). If not returned you will be billed for the keys again every 3 months. Alternatively you can order unavailable DVD's and Literature books as per PRICE LIST.
HIRE OF MANUALS <i>Pre-school With ACE & Christi</i> <i>ABC's With ACE & Christi</i>	As per hiring fee (varies)	Hiring of Pre-School and ABC's Manuals (if available) from the Academy for a period of 3 months (a term). If not returned you will be billed for the manuals again every 3 months. Alternatively you can order unavailable Manuals per PRICE LIST.
POSTAGE TO YOUR ADDRESS	As per quote by our office	Posting of PACE orders, etc. will be done once a week and the Academy will invoice the Postage onto your account. The Academy will e-mail the tracking no. to you and will not be liable for post returned or not collected.

ANNUAL ADMIN FEE	R 330.00	An annual admin fee will be payable in October for the current year per Home School family.
TERMINATION OF SERVICES	Gr. 1 – 7: R 375.00 Gr. 8 – 12 R 500.00	Any communication required after termination of service will be charged per page including e-mail, fax, reports, letters etc. of which the 50% is payable before any service is rendered.
MATRIC CERTIFICATE As per Graduation Handbook plus THEA fee which includes courier fees to and from ACE. Also see the Gr. 9 – 12 Letter that THEA has put together.	Final Payment	Account must be settled with Tshwane HEA before a Matric Certificate will be given. All fee's / external moderation fee's pertaining to the certificate will be added for your account. Certificate will not be issued if account is not settled and all property of Tshwane HEA is returned.

Please ensure that your NAME & SURNAME and Customer No appear on the Academy's bank statements. If you have queries on your account and would like us to check on our bank statements for the payments, we will charge R30.00 per payment.

I hereby undertake to give **ONE CALENDAR MONTH'S NOTICE** of termination of services rendered by Tshwane Home Educators Academy **in writing**. If, for some reason, beyond my control, I cannot comply with this, a written motivation will be submitted to the Academy asking for deferment.

Note that you will be accountable for monthly fees UNTIL we have received all our outstanding Keys, DVD's and Books which was rented.

Tshwane Home Educators Academy is not liable for the extra activities (independent from the academy).

Home School parent commitment

As a parent, home schooling my child/ren, I commit myself to taking up the challenge to train my child/ren in the way they should go. While responsibility for my child/ren's upbringing and education rests with me, I commit myself to supporting the School of Tomorrow and its Representatives by praying for them and abiding by the School of Tomorrow Home School Policy as received. I will teach my children Godly values in accordance with the Bible and PACE curriculum, so as to help them find God's plan for their lives. I acknowledge that using the School of Tomorrow programme is a privilege and will endeavor to uphold the standards therein to the best of my ability.

Home school financial commitment

I hereby commit myself to prompt payment of the necessary service fees to my Host Academy as currently set by School of Tomorrow (including future service fee increases which may be announced).

In doing so I am entitled to receive academic matter from School of Tomorrow, but failure to pay service fees to my Host Academy will result in non-processing of orders for any academic matter until such time as I have met all financial obligations in this regard.

PROSPECTUS OF TSHWANE HOME EDUCATORS ACADEMY

Vision

The Academy wants to assist and empower its partners in education to home school their children in excellence using the Accelerated Christian Education program and support.

Mission

The Academy will strive to establish and maintain a well-structured, effective service to our homeschool partners. This will be done by effective daily support, planning and curriculum material.

Administration Procedures:

Learners enrolling in the Academy receive support services from a school administration office.

Parents keep record of their child's academic progress. These forms are submitted to the Academy quarterly.

Transcripts from previous schools are held in the learner's permanent file.

Official transcripts are sent to schools, colleges and universities as requested.

Procedures for enrolment

The procedures must be followed for enrollment:

- Schedule an interview with the Academy via our online booking system <https://tshwanehea.simplybook.me/v2/>
- Make arrangements for diagnostic testing for your child/children
- The following must be submitted with your first visit:
 - ACE Head Office Home Education application forms
 - Tshwane Home Educators Academy application forms
 - A copy of a letter (or e-mail, CC to Tshwane Home Educators Academy) informing the Department of Education in your Province of your intention to home school your child (acknowledgement of receipt by the Department must be produced) if younger than 16 years
 - A Transfer Card from the previous school
 - Payment of registration fees
- At your second visit, your learner's academic prescription will be discussed and decided on.
- On approval of your registration, your curriculum will be ordered after receipt of payment for curriculum. Cost of educational materials is additional and will vary based upon the academic prescription.
- Arrange to book for home education training at the academy.

Home School Visits

All home schools will be expected to visit the academy quarterly for assessment.

During this visit the following must be submitted:

- Updated Copy of the Supervisor's Progress Card (SPC) and the original copy at the end of each academic year (December). Signed by mother
- Original PACE tests
- Original Goal Cards
- PACE's
- Goal Check Report Cards
- Book and Oral reports
- Reports

Academic Projections

The Academy will prepare a projected course of study for high school learners, outlining all courses required for graduation.

Homeschools must contact the academy for an interview to finalize the academic projection before the end of grade nine.

The following course of study are offered:

- Grade 12 College Entrance Certificate with or without exemption equivalence
- General and Vocational Certificates.

Extra murals

We offer murals every Thursday at our offices. Social Thursdays are where the children can socialize with our children while doing technology.

The Academy renders the following additional service through use of additional tutors at a minimal fee ask by each tutor.

Sport

Involvement in sport is a very important part of a child's development that is often neglected. The Academy is associated with the South African Christian Schools Sports Association, which is a vibrant organization catering for Christian schools and home schools in the area of sport.

Student Convention

The attendance of the Student Convention is a pre-requisite for the Gr. 12 certificate. All senior students of 13 years or older are required to attend one student convention in their high school career. This is compulsory for **ALL** students.

Fieldtrips, and Meetings

Quarterly fieldtrips are scheduled which includes an interesting educational or a fun activity for the students and an enjoyable outing for the whole family.

At Tshwane Home Educators Academy, your input is essential to our success. If you have any questions or comments regarding our services, please contact us at one of the locations listed below:

Contact Details for Tshwane Home Educators Academy (THEA)

STAFF

Hester van der Merwe	Owner, Administrator and CEO
Vincent van der Merwe	New Registrations and Public Relations

CONTACT DETAILS

Landline	012 345 2866
Cell phone	083 556 8635
E-mail	Hester hester@thea.co.za
	Vincent admin@thea.co.za
	Hennie orders@thea.co.za
SkypeID	Tshwane_HEA
Social Media	Tshwane Home Educators Academy

PHYSICAL ADDRESS

741 Umhlanga street,
Wingate Park,
Pretoria,
0181

POSTAL ADDRESS

Postnet suite 299,
Private Bag X8,
Elardus Park,
0047

Banking Details	FNB Bank Menlyn Retail Park – 252 445 Cheque Account 626 143 21 511	
GPS Coordinates	S 25.8274° / E 28.2710°	
Office Hours	Tuesdays to Thursday Mondays, Fridays and Weekends	10:00 – 15:00 Closed for admin
CC	2003/077982/23	

Department of Education Contact Details

Carol Motshwane 0800 000 789 011 355 0000 Carol.motshwane@gauteng.gov.za	Gauteng Department of Education 17 Simmonds Street (Ground Floor) Marshalltown, Johannesburg, 2001
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Thank you for choosing Tshwane Home Educators Academy to be your service provider.
Looking forward to a long journey with you.



AEE TERMS AND CONDITIONS

1. PARTIES

The parties to this agreement:
STANDARD SERVICE AGREEMENT
For Home Schools

1.1 Accelerated Education Enterprises (Pty) Ltd. 1.2
"The Seller"; and "The Purchaser" (Name of Purchaser in Full)

Whereas the purchaser is desirous of engaging the Seller to act for it in purchasing products provided by AEE (Pty) Ltd. 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. 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 AEE (Pty) Ltd Products Catalogue, 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.

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.

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 AEE Distribution are subject to change.

4. IDENTITY

The Purchaser may not use any trademarks or insignias of 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.

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:

I agree to everything stated in the standard service agreement for home schools of AEE and by clicking submit you agree to all the content, policy and agreements in this document.

I hereby agree to all the terms and conditions of Tshwane Home Educators Academy by clicking the submit button which in turn shows my complete registration for home schooling and you agree to all the content, policy and agreements in this document.