Standard Service Agreement

I. ELIGIBILITY FOR SERVICE AGREEMENT

The Purchaser, enters into this agreement to engage SCEE services and purchase ACE Ministries’ products with respect to an educational program established by the Purchaser at the following address:

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<th>ORGANISATION NAME:</th>
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<td>NAME OF RESPONSIBLE OFFICER:</td>
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<td>Title:</td>
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<td>(Principal/Pastor/Administrator)</td>
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II. DESCRIPTION OF SERVICES

1. CONSULTING SERVICES: A SCEE Representative will be available to consult with the purchaser, to discuss facility options, organization, finances, promotions and any other needs. This consultation may be by telephone, email, fax or where possible, in person.

2. TRAINING: A qualified SCEE Trainer will train up to two Administrators (Senior Pastor [Senior Administrator if non-church school] and Principal) with the ACE Professional Training Course prior to the opening of the Purchaser’s school and as part of the Start Up Fee. Learning Centre Supervisors and Monitors must complete the ACE Professional Training Course conducted by a qualified SCEE Trainer. A fee will be charged for materials used during training. All costs for travel, lodging and meals shall be the responsibility of the Purchaser for staff training.

3. SCHOOL ASSISTANCE VISITS: A SCEE Representative will visit the Purchaser’s school from time to time to provide assistance and expertise that will help the school to be successful and to monitor the correct use of the ACE program. A practical written review of suggestions can be requested by the Principal. Statistical data is required to be supplied by the Purchaser as requested.
4. **CONFERENCES:** SCEE shall provide Conferences at two levels. The South Pacific Educators Conference (SPEC) is aimed at providing for the needs of pastors, principals, board members and senior staff. Regional Educators Conferences are aimed at all users of the ACE program, including home schoolers. Attendance at the appropriate conference(s) is an expectation of this agreement. Registration fees may be charged. All costs for travel, lodging and meals shall be the responsibility of the Purchaser.

5. **STUDENT CONVENTIONS:** Students may compete in Regional ACE Student Conventions. Students gaining places in Regional Conventions are eligible to compete in the South Pacific and ACE International Student Convention. A registration fee shall be charged for each participant. Food and housing fees will be charged. All travel costs and arrangements shall be the responsibility of the participant.

6. **MATERIALS:** SCEE does its best to ensure that all materials provided are consistent with our Biblical Worldview. This does not mean that they will always be authored or published by Christian people or organisations but we endeavour to ensure they do not present material that is ungodly or contrary to Scripture. SCEE also recognises that there is a wide diversity within the body of Christ and makes no representation to support or prefer any one doctrinal position. Whilst attempting to maintain a balance, we understand that some customers will prefer material that presents a particular view that will not be acceptable to others. SCEE endeavours to supply a range of material to meet as wide a section of the Christian population as it deems reasonable and no one view expressed by or in material supplied by SCEE represents the position of the Ministry or its Directors.

7. **MANUALS:** SCEE will provide the Purchaser with one copy of the ACE Administration Manual, ACE Procedures Manual and single copies of promotional items as part of the Start Up Fee.

8. **CERTIFICATES:** When the Purchaser’s Learning Centre meets the requirements for accreditation, SCEE will provide access to graduation certificates for students who complete all appropriate requirements. These certificates will be issued at the school’s request and the school will meet all related costs.

### III. TERMS OF AGREEMENT

1. **START UP FEE:** A once off fee of AUD$_________ (+ GST in Australia) is due when this agreement is signed and submitted by the Purchaser to SCEE. This fee covers the various manuals, training and services to be provided by SCEE and is nonrefundable.

2. **SALE TERMS:** All orders for curriculum materials and related items are for the Purchaser’s exclusive use and are to be accompanied with payment by cash, cheque, money order, Master Card or Visa Card. A credit facility can be arranged, however, delivery may be jeopardised by late payment.

3. **IDENTITY:** The Purchaser may NOT use trademarks, insignias, logos or names of ACE, Accelerated Christian Education, ACE School of Tomorrow, School of Tomorrow, SCEE or Southern Cross Educational Enterprises, as any part of their school name. Schools using the program may advertise that they use the ACE, ACE School of Tomorrow or School of Tomorrow program and permission for use of logos, trademarks and insignias of these names must be sought in writing prior to their use.

4. **TRAINING:** Prior to school opening the administrators (Senior Pastor/Administrator and Principal) must complete the ACE Professional Training Course. Training is current for a period of five years at which point retraining is required. Other school personnel must complete the ACE Professional Training Course prior to beginning Learning Centre responsibilities. Attendance at appropriate Conferences and Educators’ Seminars organised by SCEE is an expectation of this agreement.

5. **CONDITIONS:** To qualify the for the maximum quality status and associated privileges, schools are required to fulfil the following additional conditions:
   - Access to SCEE services, such as Educators’ Conferences, Student Conventions, Graduation Certificates, etc., will be provided only to those who purchase PACEs from SCEE.
   - Where the ACE/School of Tomorrow program is being used within the school, equipment, methodology, equipment design and materials must be consistent with the ACE Procedures Manual.
• The Purchaser shall be subject to additional policies that may be issued by SCEE, from time to time, that relate to the operation of the learning centre.
• All staff serving in Learning Centres where the ACE/School of Tomorrow program is used, are required to have completed the ACE Professional Training Course conducted by a qualified SCEE Trainer and to undertake re-training every five years.

6. STATUS: The status of the school with respect to accessing discounts, certificates, Student Conventions, Educators' Conferences and other seminars will be determined in consultation with a SCEE Representative, and will be reviewed from time to time.

7. SHIPPING AND HANDLING: The Purchaser shall be responsible for all shipping and handling costs.

8. DISHONOURED CHEQUES: A $20.00 fee shall be charged for dishonoured cheques.

9. RETURNS: All returned items must be in a saleable condition and accompanied by the original invoice. A restocking fee will be charged. Items must have been purchased in the last twelve months. (IMPORTANT: Refer to your product catalogue for more details).

10. PRICE CHANGE: Prices quoted by SCEE are subject to change at any time without notice.

11. COPIES: ACE Ministries claims and retains it proprietary and copyright interest in all materials provided. Photocopying or unauthorized use of any ACE materials, including but not limited to PACEs, Score Keys, tapes, videos, films, DVDs, or CDs automatically terminates this Service Agreement and may invoke legal action by ACE and/or SCEE. The use of second hand ACE materials is not encouraged and is not to be used or distributed without the permission of SCEE.

IV. DURATION OF THE AGREEMENT

1. DURATION: This agreement is to remain current for a duration of five years at which time a new agreement must be signed at no extra cost to the Purchaser.

2. TERMINATION: This agreement may be terminated by either party at the end of any calendar year with a thirty-day written notice of cancellation.

3. TRANSFER: This agreement may not be transferred by Purchaser to any other person or organisation.

4. PRIOR AGREEMENTS: This agreement shall supersede any and all other such agreements entered into by Purchaser and ACE Australia, School of Tomorrow and/or Southern Cross Educational Enterprises Ltd.

SCHOOL

__________________________
Signature of School Representative

__________________________
Name of Representative

__________________________
Title/Position

__________________________
Date

SOUTHERN CROSS
EDUCATIONAL ENTERPRISES

__________________________
Signature of SCEE Representative

__________________________
Name of Representative

__________________________
Title/Position

__________________________
Date