

# Home Education Providers Standard Service Agreement

## I. ELIGIBILITY FOR SERVICE AGREEMENT

The Home Education Provider (The Provider) enters into this agreement to engage Southern Cross Educational Enterprises LTD. (SCEE) services and purchase A.C.E. Ministries' products with respect to an educational program established by The Provider at the following address:

### HOME EDUCATION PROVIDER DETAILS:

Provider Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Country: \_\_\_\_\_

### NAME OF RESPONSIBLE OFFICER:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ (e.g. Principal/Pastor/Administrator)

Accounts/Orders Contact Name: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

### ORGANISATION NAME:

*If different to Provider Name*

Referred by: \_\_\_\_\_ Phone: \_\_\_\_\_

Church Affiliation: \_\_\_\_\_

Church Address: \_\_\_\_\_

Church Phone: \_\_\_\_\_ Church Email: \_\_\_\_\_

### HOME EDUCATION PROVIDER INFORMATION:

Administrator's Name: \_\_\_\_\_

Administrator's Contact phone: \_\_\_\_\_ Email: \_\_\_\_\_

Expected Number of Students: \_\_\_\_\_ Number of Staff: \_\_\_\_\_

Grade Levels Offered: \_\_\_\_\_

## SOUTHERN CROSS EDUCATIONAL ENTERPRISES LTD.

ABN: 89 081 008 675

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CABOOLTURE B.C., QLD 4510  
AUSTRALIA

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### HOME EDUCATION PROVIDER INFORMATION cont.:

Enrolment Policy:  Church Families Only       Open Enrolments  
 Other (please describe): \_\_\_\_\_

Is your main educational resource A.C.E.?  Yes  No (please describe): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### OTHER INFORMATION:

Please provide contact details for two (2) Referees that we can contact:

1. Name: \_\_\_\_\_

Title/Office: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Name: \_\_\_\_\_

Title/Office: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please provide a written reference on company or church letterhead written by an approved person. An approved person would include - Pastor, Government Official, Solicitor, Business owner.

### II. DESCRIPTION OF SERVICES

- CONSULTING SERVICES:** A SCEE Representative will be available to consult with The Provider to discuss organization, finances, promotional material, and any other needs. This consultation may be by telephone, email, fax, or, where possible, in person.
- TRAINING:** A qualified SCEE Trainer will be available where possible to train two Administrators with the A.C.E. Staff Training Course, using the complimentary set of training materials included in the Start Up Fee, preferably prior to the commencement of The Provider's services, or as soon as possible. The Provider's staff must complete the A.C.E. Staff Training Course conducted by a qualified SCEE Trainer (may be at the same time as Administrators are trained). This A.C.E. Staff Training is valid for a 5 year period. Self-administered training may be offered on a case-by-case basis and will be valid for a period of 12 months only. Staff must attend the next official SCEE A.C.E. Staff Training Course in their area. A fee will be charged for materials used during training. All costs for travel, accommodation and meals will be the responsibility of The Provider for staff training.
- ASSISTANCE VISITS:** A SCEE Representative may visit or contact The Provider from time to time to provide assistance and expertise, and to monitor the correct use of the A.C.E. materials and procedures. Assistance for The Provider is also available at any time by phone and email. Statistical data is required to be supplied by The Provider as requested.
- CONFERENCES:** SCEE will provide Conferences for Educators. Attendance at the appropriate conference(s) is an requirement of this agreement. Registration fees may be charged. All costs for travel, accommodation and meals will be the responsibility of The Provider.
- STUDENT CONVENTIONS:** Students may compete in any Regional A.C.E. Student Convention. Students gaining places in Regional Conventions are eligible to compete in the South Pacific and A.C.E. International Student Conventions. Where a Regional Convention is not available, students may apply to attend another Regional Convention or progress straight to South Pacific A.C.E. Student Convention or to A.C.E. International Student Convention. A registration fee will be charged for each participant. Meal and accommodation fees will be charged. All travel costs and arrangements will be the responsibility of the participant.
- MATERIALS:** All products listed in the *Southern Cross Educational Enterprises Ltd. Product Catalogue* may be purchased at the current SCEE Provider discounted price, which may be adjusted from time to time. The Provider's customers may place their orders directly with SCEE. SCEE does its best to ensure that all materials provided are consistent with a 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 supply The Provider with one copy of the *A.C.E. Administration Manual*, *A.C.E. Procedures Manuals I & II*, *Home Educator's Manual*, two copies of each Training PACE, and single copies of promotional items as part of the Start Up Fee.
8. **CERTIFICATES:** SCEE will provide access to A.C.E. Graduation Certificates for students who complete all certificate requirements as provided by SCEE or its delegates, as updated periodically. These Certificates will be issued at The Provider's request and The Provider will meet all related costs.

### III. TERMS OF AGREEMENT

1. **START UP FEE:** A once off fee of AUD 500.00 (+ GST in Australia) is due when this agreement is signed and submitted by The Provider to SCEE. This fee covers the various manuals and access to services to be provided by SCEE and is nonrefundable.
2. **SALE TERMS:** All orders for curriculum materials and related items are for The Provider's exclusive use and are to be accompanied with payment by cash, cheque, money order, Master Card or Visa Card, Telegraphic Transfer (TT) or direct debit.
  - The Provider may establish its own operating account with SCEE for materials to be used for office and administrative purposes.
  - Sub-providers or regional administrators may operate separate accounts and request customers to be grouped under their branch.
  - Family accounts set up under the direction of The Provider must abide by the Sales Terms of the Agreement.
3. **IDENTITY:** The Provider may NOT use trademarks, insignias, logos or names of A.C.E., Accelerated Christian Education, A.C.E. School of Tomorrow, School of Tomorrow, SCEE, or Southern Cross Educational Enterprises as any part of their Provider name. Providers with a valid Service Agreement may advertise that they use the A.C.E., A.C.E. School of Tomorrow, or School of Tomorrow materials, and, prior to their use, permission must be sought in writing from SCEE for use of logos, trademarks and insignias of these names.
4. **TRAINING:** Prior to the commencement of The Provider's services, the administrator(s) must complete the A.C.E. Staff Training Course and return the completed PACE Tests to SCEE. Training is current for a period of five years at which point retraining is required. Other Provider personnel must complete the A.C.E. Staff Training Course and return PACE Tests to SCEE prior to beginning Learning Centre responsibilities. This self-administered training is valid for one year. It is an expectation that all staff attend A.C.E. Educator's Conference.
5. **CONDITIONS:** To qualify for the maximum quality status and associated privileges, The Provider is required to fulfil the following additional conditions:
  - Access to SCEE services, such as Educator's Conferences, Student Conventions or any other support will be provided only to those who consistently purchase materials from SCEE.
  - Graduation Certificates will only be issued to those who have a current and consistent purchasing history with SCEE. Proof of purchases should be retained for a five year period.
  - The Provider will be subject to additional policies that may be issued by SCEE, from time to time, that relate to the operation of The Provider.
  - Attendance at appropriate Educators' Conferences organised by SCEE is a requirement of this agreement.
  - It is the responsibility of The Provider to ensure that they comply with all required laws and by-laws of the Educational and other relevant authorities in the country or state they operate in.
6. **STATUS:** The status of The Provider with respect to accessing discounts, A.C.E. 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 Provider will be responsible for all shipping, customs fees, taxes, duties and handling costs, as will their customers for their own purchases.
8. **DISHONoured CHEQUES:** A \$30.00 fee will be charged for dishonoured cheques.
9. **RETURNS:** All returned items for credit must be in a saleable condition and comply with SCEE's return policy, accompanied by the original invoice. A restocking fee will be charged. Items must have been purchased in the last ninety days. (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:** A.C.E. Ministries/SCEE claims and retains its proprietary and copyright interest in all A.C.E./SCEE materials provided. Photocopying or unauthorized use of any SCEE distributed materials, including but not limited to PACEs, Score Keys, tapes, videos, films, DVDs, CDs or software, automatically terminates this Service Agreement and may invoke legal action by A.C.E. and/or SCEE.

The use of second hand A.C.E. materials is not encouraged and is not to be used or distributed without the permission of SCEE.

12. **COMMUNICATION:** SCEE has the right to communicate directly with The Provider's clients.

#### IV. RESPONSIBILITIES OF THE PROVIDER

1. **TRAINING:** The Provider is responsible for Parent Training using the *A.C.E. Home Educator's Training Course*, which consists of the *SCEE Home Educator's Training PACE* (or another SCEE approved training workbook) and the *Wisdom PACE*. The tests must be returned to SCEE, who will then issue Parent Training Certificates and release the first PACE order. Any other SCEE approved parent training should be returned to the Provider who will notify SCEE to release the first PACE order. Parents responsible for Home Education must complete this training prior to their children beginning PACE work.
2. **ASSISTANCE:** It is the responsibility of The Provider to assist their customers by way of:
  - Academic Diagnosis, prescription and support
  - Ordering of materials
  - Graduation prescriptions and requirements, and access to further training as appropriate
  - Access to and support for A.C.E. Student Convention.
  - Clearly define SCEE's role in the relationship with The Provider's customers (i.e. That SCEE is the sole source of A.C.E. resources, explain the ordering procedure, webstore access, and accounting arrangements).
3. **RECORDS:** The Provider must keep up to date records of client contact details and accurate, verifiable records of each student's academic progress.
4. **ACADEMIC MONITORING:** The Provider must have a mechanism to ensure that a quantity of work in accordance with the A.C.E. Procedures Manual is submitted at regular intervals and that the standard of the work is educationally sound. Academic Projections must be completed for all secondary students and regular reviews and updates of these Projections should take place. All students must be issued with regular Progress Reports with PACE scores listed together with other appropriate progress descriptors.
5. **COMMUNICATION:** It is expected that The Provider will have regular communication with all their customers and include relevant local and SCEE Information. Copies of newsletters, etc must be sent to SCEE.
6. **REGISTRATIONS:** The Provider must submit a quarterly updated list of clients to SCEE. The Provider must provide regular updates to SCEE regarding the enrolment status of their customers (e.g. New customers, withdrawn customers, changes of address and contact information). The Provider will be responsible to inform SCEE of any changes to their account details (e.g. Provider name, postal address, delivery address, contact names, phone, fax, email details).

#### V. 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 Provider.
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 supercedes any and all other such agreements entered into by Purchaser and A.C.E. Australia, Provider of Tomorrow and/or Southern Cross Educational Enterprises Ltd.

##### HOME EDUCATION PROVIDER

\_\_\_\_\_  
Signature of Responsible Officer

\_\_\_\_\_  
Name of Responsible Officer

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date

##### SOUTHERN CROSS EDUCATIONAL ENTERPRISES

\_\_\_\_\_  
Signature of SCEE Representative

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date

