



## **Purpose**

1. The purpose of this policy is to standardise the procedure for the collection of outstanding accounts and has been brought in line with provisions of the Consumer Protection Act (CPA), Act 68 of 2008.

## **Notices**

2. This document forms part of the Agreement concluded between the Parent/Guardian and the School as defined in the Terms and Conditions for Admission and Enrolment and must be read and interpreted together with the Agreement and specifically the Terms and Conditions for Admission and Enrolment.
3. Some provisions contained in this Policy may be duplicated in other documents that form part of the Agreement. If any inconsistency exists between provisions contained in this Policy and such other document, the provisions contained in this Policy will prevail.

## **Definitions**

4. In addition to the definitions contained in the Agreement and in this Policy, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:
  - 4.1. "the Agreement" means those terms and conditions and other documents that regulate the relationship between the School, the Learner, the Parent/Guardian and the third party as set out and defined in the Terms and Conditions of Admission and Enrolment, including this Policy; and
  - 4.2. "The Policy" means this Debtors Policy and any annexures and/or schedules thereto as it forms part of the Agreement.

## **Important Notice**

5. By signing and initialing Acceptance of Terms and Conditions of the contract of enrolment, the parent/guardian agree to the terms and conditions contained in this document. If there is any provision in this document that is not fully understood, please ask the School to explain it prior to accepting the Agreement.

6. This Policy contains certain terms and conditions which appear in similar text style to this clause and which:
  - 6.1. May limit the risk or liability of the School or a third party;
  - 6.2. May create risk or liability for the Learner, the Parent/Guardian or a third party;
  - 6.3. May compel the Learner, the Parent/Guardian or a third party to indemnify the School or a third party; and/or
  - 6.4. Serves as an acknowledgement, by the Learner, the Guardian or a third party, of a fact.
7. Attention is drawn to these terms and conditions because they are important and should be carefully noted.
8. Nothing in this Policy is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Learner, the Guardian, a third party or the School in terms of the CPA.

## General

9. The purpose of this policy is to standardise the procedure for the collection of outstanding accounts.
10. Details for the payment of Fees are available from the Admin department. The methods of payment are:
  - 10.1. Annually by the last working day of January;
  - 10.2. Monthly debit order, by the latest, 7<sup>th</sup> of every month for fees; or
  - 10.3. Monthly via EFT before the 7<sup>th</sup> of the month; or
  - 10.4. Termly, payable up front for the term by the first day of the new term.
11. Cash payments must be made at any branch of Standard Bank
12. Additional Goods and/or Services, as set out in the Annual Fees Booklet, or as determined by the School from time to time, must be paid by the end of each term (i.e. April; August; November and December).
- 13. A late payment administration fee will be levied on outstanding accounts that are not settled by the 7<sup>th</sup> of the month. Fee per month will be R500 if balance remains in the negative.**
14. Registration: Parent/Guardians are obliged to complete the Acceptance of Terms and Conditions and the Standard Terms and Conditions of Admission and Enrolment documents upon enrolment of Learners to the School.
15. Annual Registration: Learners are required to be registered at the School on an annual basis. If the Learner / Family Registration Form is not received by the School before the tenth school day of the first term, Learners may not attend school and their names will be removed from class lists for the following year. Any outstanding fees from the previous year must be settled before registering at the start of the year. In the event that

a Parent/Guardian is not able to comply, they must make an acceptable arrangement with the Headmaster indicating when fees will be paid. Should they fail to meet that promise, they will be deemed to be in breach of the contract, and the Learner will not be able to continue at the school.

### **Procedures for Collection**

16. Guardians will be invoiced for School Fees and Additional Amounts monthly/termly and statements will be sent on a monthly/termly basis.
17. If the account is outstanding for 30 (thirty) days, a first warning letter will be sent. The letter will warn Parent/Guardians that they are in breach of the contract, and that the Learner may be excluded from the start of half-term or at the start of the next term, whichever comes first, as a consequence of the breach of contract. The Parent/Guardians will be given 10 (ten) business days to settle the full account, not only the value in the warning letter.
18. Should the account remain unpaid after the 10 (ten) business days window period stated above, Parent/Guardians will receive a second letter advising them that the contract will be terminated at the start of half-term or at the start of the term, whichever comes first, and if full arrears payment is not made within the relevant period, that the Parent/Guardian will need to make alternative arrangements for the education of the Learner in question. No payment plan is allowed.
19. If the Agreement does terminate and the Parent/Guardian subsequently re-enrolls the Learner concerned, the Parent/Guardian will be required to sign a new contract with the School
20. In the event of exams taking place immediately after half-term, Learners will be allowed to write the exams however, their results will be withheld until such time as their Fees have been paid in full. The School may withhold reports once a second letter has been issued. The report will be released on receipt of the full outstanding Fee amount. Once a 2<sup>nd</sup> letter has been issued Learners will not be allowed to go on trips or tours whether local or international until the Fee account has been settled in full.
21. Once the Agreement has been terminated:
  - 21.1. Learners cannot be guaranteed of a place at the School and Parent/Guardians may have to reapply for a position for the Learner. (No registration fee, application fee or non-refundable development fee will be required as long as the learner returns within twelve (12) months).
  - 21.2. Guardians will be required to complete a new Agreement for enrolment at the School (i.e. Terms & Conditions, Acceptance of Terms & Conditions and Registration process to be completed)
  - 21.3. The outstanding account may be handed over to either a debt collection agency or the School's attorneys for collection.
  - 21.4. In the event that a Learner is re-accepted to the School the decision to hand an account over will rest with the Head/Administrator.
  - 21.5. On re-acceptance of the Learner, who was previously excluded, a deposit, equivalent to 3 (three) months fees, may be requested.

## General

22. To the extent permitted in law, all communication with Parent/Guardians will be recorded on a data collection system. The Parent/Guardians hereby consents to the School recording any conversation with the Parent/Guardian for the purpose of providing the Services and/or the Additional Goods and/or Services, or for any other purpose that may be communicated to the Parent/Guardian<sup>1</sup>, from time to time, in writing.
23. All communications concerning arrangements for the payment of outstanding accounts will be confirmed in writing by the School.
24. Collections will be allocated against the account in the following order:
  - 24.1. Legal fees;
  - 24.2. Interest;
  - 24.3. Extras / Additional Amounts (books; trips; insurance premiums; etc.); and
  - 24.4. Fees.
25. Credit balances on the account of a Learner who has left the School will be refunded to the person(s) responsible for the account no later than two months after the Learner has left the School.

Policy accepted and adopted on 01/05/2015 by school management team.  
Effective June 1<sup>st</sup> 2015