

DEBTORS POLICY



ST ANDREW'S COLLEGE

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 College as defined in the Contract of Enrolment and must be read and interpreted together with the Agreement and specifically the Contract of 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 means:
 - 4.1 "the Agreement" means those terms and conditions and other documents that regulate the relationship between the College, the Learner, the Guardian and the third party as set out and defined in the Contract of 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 the Contract of Enrolment the parent/guardian agrees 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 College 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 College or a third party;
 - 6.2 may create risk or liability for the Learner, the Guardian or a third party;
 - 6.3 may compel the Learner, the Guardian or a third party to indemnify the College or a third party; and/or
 - 6.4 serves as an acknowledgment, 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 College 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 Finance department. The methods of payment are:
 - 10.1 annual in full by the first day of term in January
 - 10.2 termly in advance

- 10.3 monthly debit order for 10 months (January to October), on the last working day of each month. (NB: The monthly debit order facility is not a credit facility but rather a phased plan of debt retirement)
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 Schedule, or as determined by Council from time to time, must be paid within 30 (thirty) days from date of monthly statement.
 13. Interest on overdue Fees is charged monthly on all outstanding Fees. The rate has been set at prime plus 5% (five percent) to discourage late payment of accounts.
 14. Registration: Guardians are obliged to complete the Contract of Enrolment documents upon enrolment of Learners to the College.

Procedures for Collection:

15. Guardians will be invoiced termly for School Fees and additional amounts monthly and statements will be sent on a monthly basis.
16. Should the account be outstanding for 30 (thirty) days or longer, a first warning letter will be sent. The letter will warn 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 Guardians will be given 10 (ten) business days to settle the full account, not only the value in the warning letter.
17. Should the account remain unpaid after the 10 (ten) business days window period stated above, 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, but no less than 10 (ten) business days from receipt of the second letter, and if full arrears payment is not made within the relevant period, that the Guardian will need to make alternative arrangements for the education of the Learner in question. The outstanding account may then be handed over to either a debt collection agency or the College's attorneys for collection.
18. If the Agreement does terminate and the Guardian subsequently re-enrols the Learner concerned, the Guardian will be required to sign a new contract with the College.
19. Should the Agreement have been terminated:
 - 19.1 Learners cannot be guaranteed of a place at the College and Guardians may have to reapply for a position for the Learner. (No non-refundable entrance fee will be required as long as the Learner returns within 12 (twelve) months).
 - 19.2 Guardians may be required to complete a new Agreement for Enrolment at the College (i.e. Contract of Enrolment and Registration process to be completed).
 - 19.3 The outstanding account may be handed over to either a debt collection agency or the College's attorneys for collection.
 - 19.4 In the event that a Learner is re-accepted to the College the decision to hand an account over will rest with the Business Manager.
 - 19.5 On re-acceptance of the Learner, who was previously excluded, an entrance fee, may be requested.

General:

20. All communications concerning arrangements for the payment of outstanding accounts will be confirmed in writing by the College.
21. Collections will be allocated against the account in the following order:
 - 21.1 Legal fees;
 - 21.2 Interest;
 - 21.3 Extras / Additional Amounts (books, trips, insurance premiums, etc.); and
 - 21.4 Fees
22. Credit balances on the account of a Learner who has left the College will be refunded to the person(s) responsible for the account two months after the Learner has left the College.