



## ST ANNE'S DIOCESAN COLLEGE

### DEBTORS' POLICY

1. The purpose of this policy is to standardise the procedures for the collection of outstanding accounts.
2. St Anne's Diocesan College ("St Anne's") Fee Schedule is published annually during the course of Term Four. In terms of the Enrolment Contract, the party/parties to the Contract, who may be a Parent, Guardian or Third Party (referred to herein as the "**Parent**") is liable to pay all fees due as appear from the Fee Schedule.
3. The fee payment options available to the Parent each year are:
  - 3.1. Once-off discounted payment – If the full annual fee is paid in full by start of the Term 1 of the relevant academic year, the Parent will be entitled to a discount in the amount announced each year;
  - 3.2. Termly – a debit order must be established to ensure that the full termly fee is paid in advance on or before the first school day of each term, prior to the Student's return to school for that term;
  - 3.3. Monthly - a debit order must be established to ensure that 11 (Eleven) monthly payments are made, each before the last working day of each month commencing January and ending in November, of the relevant academic year. If paid monthly, all tuition fees are to be paid in full prior to 31 November of each year;
  - 3.4. St Anne's does not accept any EFT or cash payments at the school or into the College's bank account
4. Except where a Parent has elected to pay annually, Parents will be invoiced for fees termly and statements will be emailed to them on a half-termly and termly basis to the address (may be an email address) chosen by the Parent.
5. Additional fees in respect of additional goods/services (e.g. optional excursions, books, voluntary music tuition, voluntary sports coaching, etc.) are payable at half-term or end of term in which they are debited.
6. Under no circumstances will Students be permitted to attend optional tours, voluntary music lessons, voluntary sport coaching, workshops etc. unless all fees, including additional fees for additional goods/services are paid up in full.
7. St Anne's will charge interest, at the prevailing prime rate plus 2%, on any arrear fees or monies owed by any Parent.
8. If a Student is withdrawn during the academic calendar year, one full terms' notice must be given to St Anne's in writing, failing which fees in lieu of notice will be charged.
9. Procedures for collection are as set out below:
  - 9.1. If an account is outstanding for 5 (five) business days or a debit order is returned from their bank as unpaid, the Finance Department will send an SMS or an e-mail, giving the Parent a reminder that the account/debit order is unpaid and requesting that payment be made within 7 (seven) business days;

- 9.2. If an account is outstanding for 10 (ten) business days following the reminder referred to in 9.1 above, the Finance Department will attempt to make contact with the Parent to obtain a written commitment regarding payment of the outstanding fees and the fees for the remainder of the year;
  - 9.3. Should the account be outstanding for 30 (thirty) days or longer, a first warning letter will be sent. The letter will warn the Parent that they are in breach of the contract, that the Enrolment Contract may be terminated and that the Student may be excluded from the start of the next half-term or at the start of the next term (whichever is the earlier), as a consequence of the breach of contract. In that letter the Parent will be invited to make representations as to why the Learner should not be excluded, including the reasons for the breach, steps they intend to take to remedy the breach and any other relevant matter.
  - 9.4. An agreement, between the Parent and St Anne's, relating to the specific terms on which the outstanding fees are to be paid must be made in writing within 10 (ten) business days of the first warning letter referred to in 9.3 above. The agreement may include a written acknowledgement of debt for the full value of the remaining fees for the year.
  - 9.5. If the Parent defaults on the terms of the agreement referred to in 9.4 above, the College will send a final written notice to the Parent.
  - 9.6. If a specific agreement as referred to in 9.4 above is not reached in writing within 10 (ten) business days of the first warning letter referred to in 9.3 above, the College will send a final written notice to the Parent.
  - 9.7. The written notice will advise the Parent that unless the full arrears payment is made within the notice period, the contract will be terminated at the start of the next half-term or term (whichever is the earlier), and that the Parent/Guardian will need to make alternative arrangements for the education of the Student.
10. Once the contract has been terminated:
- 10.1. The Student will be excluded from attending St. Annes.
  - 10.2. The outstanding account may be handed over to either a debt collection agency or to St Anne's attorneys for collection and the Parent may be default-listed with the various credit bureaus;
  - 10.3. If the Parent (or any other person) wishes to re-enrol the Student at St. Anne's, they may have to re-apply for a position for the Student and should such application be successful, will have to re-register their child/children at the School.
  - 10.4. On potential re-acceptance of a Student who was previously excluded, no registration fee, application fee or non-refundable securing fee will be required to be paid. However, the College will be entitled to insist on payment of a deposit, equivalent to 3 (three) months' fees. This deposit would need to be "topped up" each year so that it remains equivalent to the value of three months fees. The deposit and would be reimbursed, less any monies then outstanding when the Student exits the College.
11. Collections will be allocated against the account in the following order:
- Legal fees (including collection commission charged at the applicable rate);
  - Tuition fees;
  - Additional fees (books, trips, tours etc.);
  - Interest (charged at the rate referred to above).