



## **Debt Management and Termination Procedure Agreement**

### **1 Debt Management and Agreement Termination Procedure**

Glossary for section on Debt Management and Agreement

- 1.1 Term. The School will run on a three term year which terms will align with the school term dates set out by ISASA (Independent Schools Association of Southern Africa);
  - 1.2 Additional fees. The charge or fees for additional services which could be once off (such as tours) or monthly, such as extra murals, or termly/yearly, such as the holiday program.
  - 1.3 Fee Structure. An outline of the payment plans and associated fees (school and other) applicable to each respective Student dependent on their grade and for a specific year. This is utilised for billing.
  - 1.4 Fixed monthly service fees. These are fees for services such as sports clubs or extra murals that are billed at a fixed monthly rate. This is a form of additional fees.
  - 1.5 School Fees. These refer to the ordinary fees charged for the teaching and learning of a curriculum.
  - 1.6 Classter admin System. This is the system on which academic and financial information for Students is stored and processed.
  - 1.7 Suspension. Excluding a Student for financial or conduct reasons from one or more activities of the School as determined on a case by case basis.
  - 1.8 Termination. Means cancellation of the Agreement.
- 2 The Purpose of the Policy
- 2.1 The purpose of this Policy is to:
    - 2.1.1 facilitate efficient debt management through a standardised procedure for the collection of outstanding school fees; and
    - 2.1.2 to provide for the procedure for termination of the Agreement for debt related reasons.
  - 2.2 Application
    - 2.2.1 Sutherland Academy will ensure that both internal procedures and control measures are in place to record all debt owing to the School and for the recovery of such debt.
  - 2.3 Fees: School /Additional Fees
  - 2.4 General information



- 2.4.1 Details of the aforesaid fees can be found on the Parent Policy Guideline document which is distributed to parents/guardians each year as part of the re-registration process. These fee structures can also be found on the School's website- [www.sutherland-academy.com](http://www.sutherland-academy.com).
- 2.5 Fees are payable either annually in advance or in accordance with the payment option as selected by the Signatory, which various payment options are set out below.
- 2.6 Fees must be paid by EFT or by debit order. **No cash payments will be accepted.**
- 2.7 The Signatory will receive a monthly statement reflecting fees which are payable and can access the Classter Administration system on the parent portal for up-to-date financial information.
- 2.8 All communication in respect of payment arrangements for unpaid amounts will be confirmed in writing by the School to the Signatory, immediately. All procedures regarding collection of fees and communication in this respect will be handled by the School.
- 2.9 It is specifically recorded that the School shall not be regarded as having waived, or be precluded in any way from exercising any of its rights under this Agreement by reason of having at any time granted any extension of time for, or having shown indulgence to, the Signatory with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the Signatory.
- 2.10 For clarity, failure to issue notice of the breach does not limit the rights of the School.
- 2.11 The School will conduct credit checks as and when needed at its sole discretion.
- 3 Debit Order
- 3.1 Dates available are 1st, or, 25th of each month in advance.
- 3.2 Please note, the debit option for the 25th of each month, must be effective from December the previous year.
- 3.3 Should a debit order be returned by the bank because of account payer or signatory action/inaction, an immediate payment will be due by the Signatory, and the associated bank administrative fee charged.
- 3.4 Debit orders will be processed for fixed services and tuition/school fees as well as certain additional fees billing. Additional fees billing not collected via debit orders should be settled by the Signatory via EFT upon receipt of their monthly statement which details the relevant billings. Proof of payment should be provided.



4 Fees paid Annually in advance-

- 4.1 Fees payable in advance are payable by the 11th of January each year for schools that start their academic year in January or by such other date as stipulated on the fee structure document.

5 Fees paid Monthly in advance-

- 5.1 Fees payable in accordance with the monthly payment option are payable monthly in advance on or before the 1st day of every month.

6 Fees paid Termly in advance-

- 6.1 Fees payable in accordance with the termly payment option are payable on or before the 1st day of school of the new school term.

7 Payment terms of additional fees

- 7.1 Additional fees will be charged when due and are payable on presentation of statement.

8 Payment Options

The following must be taken into consideration when it comes to selected payment options.

8.1 Payment Option 1 (Annual) – via EFT

- 8.1.1 If annual fees are not paid via EFT by the 11th of January each year or by the date as outlined on the fee structure (should this date be later than the 11th of January), the discounted amount will be forfeited and the annual billing will then be defaulted to a 10 or 12-monthly payment plan.

8.2 Payment Option 2 (12 Monthly) – via EFT or DEBIT ORDER.

- 8.2.1 Fees are payable in advance on or before the 1st of each month either via EFT or DEBIT ORDER. If monthly fees are not paid by the 1<sup>st</sup> of each month or by the date as outlined on the fee structure, the 12 monthly payment plan will then default to a 10 monthly payment plan.
- 8.2.2 Failure to comply resulting in amounts becoming overdue, constitutes a breach of contract which may lead to termination should the situation not be remedied, and the account brought up to date.

8.2.3



### 8.3 Payment Option 3 (Termly)

8.3.1 Fees are payable on or before the 1<sup>st</sup> day of each term. If termly fees are not paid by the 1<sup>st</sup> day of the term or by the date as outlined on the fee structure, the termly payment plan will then default to a 10 monthly payment plan.

8.3.2 Failure to comply resulting in amounts becoming overdue, constitutes a breach of contract which may lead to termination should the situation not be remedied, and the account brought up to date.

8.4 Where fee payers opt for a debit order the debit order is for 12 months (January to December).

8.5 The 12 Monthly Fee option is only available for as long as payments are on time. A debit order is required if a fee payer defaults on timeous payment three times in a year.

8.6 Should a debit order be returned by the bank as a result of the account payer/signatory action or inaction, an immediate payment will be due by the Signatory, and the associated bank administrative fee charged.

8.7 Debit orders will only be processed for fixed monthly services and tuition/school fees and not for any ad-hoc billings. Any ad-hoc billing should be settled by the Signatory via EFT upon receipt of their monthly statement which details the relevant ad-hoc billings.

8.8 Failure to comply resulting in amounts becoming overdue, constitutes a breach of contract which may lead to suspension or termination should the situation not be remedied, and the account brought up to date.

## 9 Procedure for Termination of the Agreement

### 9.1 Termination process

9.1.1 As soon as the Signatory is in breach of the Agreement, such as by missing a scheduled payment, the Signatory may be issued with notice of the breach ("breach notice") and provided with seven days (or such other period which may be reasonable under the circumstances) to remedy that breach.

9.1.2 The Signatory must respond in writing with details of how the breach will be remedied or the alternative course of action, such as an amended payment plan (in instances where the breach relates to non/short payment of school fees), that the Signatory wants the School to consider and must then remedy the breach all within the seven days (or such other period which may be stipulated in the breach notice) from the date of the notice of the breach.



- 9.1.3 The Signatory is invited to make representations against the breach notice and the probable termination of the Agreement. As part of their representations, the Signatory and the Student (where applicable) must consider the implications of the School's intended termination of the Agreement on the Student. The input of others may be invited.
- 9.1.4 The written representations by a Signatory may be followed by a meeting(s) between the School, the Signatory and Student, which meeting(s) may also include, where appropriate, any relevant intermediary such as an educator or psychologist concerning the impending cancellation of the Agreement, where the content of the representations will be discussed.
- 9.1.5 If the breach is not remedied within the seven days from notification of the breach (or such other period which may be stipulated in the breach notice) or the School does not agree to an amended payment plan or the representations against the breach notice and the probable termination of the Agreement, a pre-termination letter is issued to the Signatory, with specific reference to the Parents/Guardians conduct, roles and responsibilities.
- 9.1.6 The pre-termination letter will include the date on which the student may no longer attend the school in person or online or participate in any school activities or make use of any school systems.
- 9.1.7 The pre-termination letter may include notice of suspension of the Student from one or more school activities including suspension from attendance at school in person or online or participation in any school activities or making use of any school systems.
- 9.1.8 Though the Agreement is terminated, the School may reach an agreement that the outstanding amount be paid in full and a new Agreement, which may be annual, or 10 monthly, and may be contingent on no further defaults, is signed.
- 9.1.9 Where the School has accepted the representations made against the breach notice and the probable termination of the Agreement, this decision must be communicated to the Signatory through an Acceptance of Representations Letter. This letter must clearly outline conditions for the continued enrolment of the Student, as agreed to with the Signatory, and where applicable, the Student.
- 9.2 Post termination process (due to breach on financial grounds)
- 9.2.1 The School shall hand the signatory's account over for legal intervention, if not done so yet for the recovery of outstanding fees. This may include attachment of assets.



- 9.2.2 The Student may only be re-enrolled at the same school at the discretion of the School, Principal or Managing Director, provided that this is done in writing, as provided for under the Agreement and only if the arrears fees are fully settled if this was the reason for the termination.
- 9.2.3 The School may disclose the payment profile of the parent/guardian to the new school, when requested to do so.
- 9.2.4 The School may inform the Provincial Department or its representative in respect of the terminated Agreement or notice that the School shall not enter into any new or further agreements with the Signatory as a result of the default on the Agreement.



## Execution

### For the parent:

This Agreement is executed for and on behalf of –

THUS DONE and SIGNED by (full name & surname) \_\_\_\_\_  
in his/ her/ their capacity as parent(s) / legal guardian(s) of (child's full name &  
surname) \_\_\_\_\_.

At \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 2023.

As WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**Parent/ Legal Guardian**

### For Office use only

THUS, DONE and SIGNED by \_\_\_\_\_ in his/ her  
capacity as Principal or Director of the School.

At \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
*For and on behalf of:*  
**Sutherland Academy**

*Duly authorized thereto.*