



Maidstone Primary School

Telephone (032) 9441502

P O Box 16

Fax (032) 9450791

MAIDSTONE 4380

Email:maidstoneps@telkomsa.net

DEBTORS POLICY (Adopted October 2018)

1. Introduction

In order to facilitate the collection of school fees as set out in the Tuition Fees and Payment Terms letter issued by the Student Governing Body (SGB) and Maidstone Primary School (MPS), and to thereby ensure the efficient running of the School, the SGB & MPS accepted the following policy for implementation as from 1st June 2018 and supersedes any previous documentation regarding the payment of school fees.

The purpose of this policy is to standardize the procedure for the collection of outstanding monies and has been brought in line with provisions of the Consumer Protection Act (CPA) Act 68 of 2008, and will apply to all Parents/Guardians/Trusts/Benefactors of a child/children who are learners at Maidstone Primary School from the date of implementation of this policy. All outstanding monies, including monies outstanding prior to this policy being implemented by the SGB & MPS will be covered by this policy.

This document forms part of the Contract signed on enrolment between the Parent/Guardians and Maidstone Primary School as defined in the Terms and Conditions of Enrolment and must be read and interpreted along with the Contract and specifically the Terms and Conditions for Admission and Enrolment.

Some provisions contained in this Policy may be duplicated on the documents that form part of the Contract. If any inconsistency exists between provisions contained in this Policy and such other documents, the provisions in this Policy will prevail.

2. Important Information

- Attention is drawn to these terms and conditions because they are important and should be carefully noted. If there is any provision in this document that is not fully understood, please ask the School to explain it.
- 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.

3. The methods of payment are:

- Annually by the last working day of February.
- Monthly debit order for 10 months from 1st February to the 1st November (*The monthly debit order facility is not a credit facility but rather a phased plan of debt retirement*)
- Electronic Funds Transfer (EFT)
- No cash payments will be accepted at the school. All cash payments must be made into the Schools bank account.

In the event that a parent is not able to comply, they must make an acceptable arrangement with the Bursar indicating when fees will be paid. Should they fail to meet the promise, their account will be deemed to be in arrears and the School will take the necessary steps as set out below.

4. Procedure for Collection

- Parent/Guardians will be invoiced for School Fees and additional Amounts monthly and statements will be sent on a monthly basis.
- 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 as a consequence of the breach of contract. The Parent/Guardians will be given 10 (ten) business days to bring their account up to date.
- Should the account remain unpaid after the 10 (ten) business days window period stated above, a second letter will be sent advising that the contract will be terminated. The Parent/Guardian will have 10 (ten) business days from receipt of the second letter to propose an amenable payment arrangement to settle the arrear amount over a maximum period of six months. If no payment is received, the Parent/Guardians will need to make alternative arrangements for the education of the Learner in question.
- If the agreement does terminate and the Parent/Guardians subsequently re-enrol the Learner concerned, (after the full outstanding fees are paid) the Parent/Guardians will be required to follow enrolment process again and sign a new contract with the School.
- Once a first warning letter has been issued MPS reserves the right to withhold privileges such as, Learners going on excursions, trips or tours.

5. Once the Agreement has been terminated:

- The outstanding account will be handed over to a debt collection agency and/ or legal practitioners. All costs will be for the Parents/ Guardians account. (If this course is followed, the learner will not be considered for enrolment until all debt is paid.)
- Learners cannot be guaranteed a place at the School and Parents/Guardians may have to re-apply for a position for the Learner. (No non-refundable registration fee will be required as long as the learner returns within the current academic year.)

- Parents/Guardians may be required to complete a new Application for Enrolment at the School (i.e. Terms & Conditions, Acceptance of Terms & Conditions and Registration process to be completed.)

6. General

- All communications concerning arrangements for the payment of outstanding accounts will be confirmed in writing by the School.
- A 25% termination notice fee of the annual school fee for the year (whether you pay monthly or annually) will be charged to the account if a terms notice is not given.
- A statement, per learner, will be generated monthly and will be emailed/posted or hand delivered. The onus is on the parent to ensure that they receive the monthly account or request a copy from the School.
- The school reserves the right to do a credit check on the Parents/Guardians/Trusts/Benefactors responsible for the fee payment on application or at any time while the learner is at the school.
- All monthly fees must complete and sign a Debit Order Authorization when choosing this option. Settlement of any negotiated payment plans must be by signed Debit order Authorization.
- Any outstanding fees from the previous year must be settled before the start of the next academic year. In the event that a Parent/Guardian is not able to comply, they must make an acceptable arrangement with the Principle indicating when fees will be paid. Should they fail to meet that obligation, they will be deemed to be in breach of the contract, and collection and or legal proceedings may ensue.