

EXCELSIOR PRIMARY SCHOOL



DEBTORS POLICY

(REVISED AND APPROVED BY SGB IN 2024)

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1. Schedule of Acronyms



CPA	Consumer Protection Act
EFT	Electronic Funds Transfer
SGB	School Governing Body

2. Purpose

[Revised

Clause:]

In the event of any conflict between the provisions of the Consumer Protection Act and the South African Schools Act, as amended by the BELA Act, the provisions of the Schools Act shall prevail.

- 2.1.** The purpose of this policy is to outline the terms and conditions with regard to the payment of accounts and to standardise the procedures for the collection of outstanding accounts. This policy has been brought into line with provisions of the Consumer Protection Act (CPA), Act 68 of 2008

3. Policy Statement

- 3.1.** School tuition and aftercare fees are determined annually by the School Governing Body (SGB).
- 3.2.** The school wants what is best for the Learner in the short-term as well as in the long-term. The school is aware that often parents will go to extraordinary lengths and make sacrifices to ensure that their children receive the best quality education possible. The school strives to meet the expectation of parents, learners and staff. In order to do this, the school needs to ensure that it is adequately funded so that standards remain high, and expectations are met. The school is committed to good governance with regard to school funds; funds should be spent responsibly and with due care. For their part, parents need to commit to settling their school accounts timeously.



4. Scope of the Policy

4.1. This policy deals with all charges to school accounts and the collection of outstanding accounts at Excelsior Primary School.

4.2. This policy applies to:

4.2.1. The parents/ guardians of pupils at Excelsior Primary School (hereinafter referred to as 'parents').

4.2.2. All staff (permanent and contract staff) who have children at Excelsior Primary School and/or who are a debtor of Excelsior Primary School at any point in time.

4.3. This policy should be read together with the Finance Policy.



5.1. General Information and Payment Options

[Revised Clause:]

Withdrawal from School:

Parents are requested to provide written notice when withdrawing a learner from the school to assist with administration and planning. This request does not affect a parent's legal right to transfer a learner immediately to another school.

Withdrawal from Aftercare:

A calendar month's written notice is required when withdrawing a learner from aftercare services. This notice applies only to aftercare and not to school enrolment.

Refund of School Fees:

Where a learner leaves the school during the academic year, any credit balance will be refunded on a pro-rata basis. Refunds will be processed within 30 (thirty) days of confirmation of withdrawal. All refunds will be made by EFT into the bank account of the responsible payer.

Upon registration, parents are required to sign the 'Application for Enrolment' form including the 'financial acknowledgement' section — see Appendix A (Application for Admission to Excelsior Primary School) also see Appendix B for the Payment Agreement.

The 'Application for Enrolment' form represents a contractual agreement between the school and the parents, with the commitment to payment of fees relevant to this policy.



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Details for the payment of fees are available from the accounts department, or as described in the registration forms and on the schools' website. Methods of payment include:

5.1.1. **Once-off Annual Payment:** A discount of 10% is offered ON ALL TUITION FEES should it be paid in full by 31 March of the enrolment year.

5.1.2. **Monthly:** Payable on the last day of each month, charged over 10 months of the year. First payment is due on 31 January & last payment on 31 October. This option is only available to help facilitate easy payments for parents.

If no statement is received the onus rests with the parents to enquire with the Accounts Department about the amount due. The onus rests with parents to enquire with the Accounts Department if any information or amounts are incorrect on your statement received.

No cash payments will be accepted at the school, but payments should be done through deposits made into the school's bank account as listed in section 8.1.a.i. of the Finance Policy, or through the KARRI APP.

Accounts in arrears are handed over to the debt collectors of Excelsior Primary School and parents are liable for commission and or any charges which the debt collectors add to the debt amount.



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5.2. Procedure for the collection and payment of fees

[Revised Clause:]

Right to Education:

In terms of section 5A of the South African Schools Act, as amended, no learner will be denied admission, access to the curriculum, participation in school programmes, or the issuing of reports and transfer certificates on the basis of non-payment of school fees. The enforcement of school fee collection will not infringe on a learner's constitutional right to basic education.

Exemptions from School Fees:

Before any account may be referred for debt collection or legal action, the school must ensure that parents/guardians have been informed of their right to apply for full, partial, or conditional exemption from school fees in terms of sections 39–41 of the South African Schools Act. Applications must be processed in accordance with the procedure set out in the Finance Policy.

Recovery of Legal Costs:

Legal recovery action will be considered only after all reasonable efforts have been made to conclude a payment arrangement with the parent/guardian and after exemption processes have been exhausted. Where accounts are handed over for recovery, parents may be held liable for reasonable legal costs as determined by law.

- 5.2.1. Parents will be invoiced for school fees at the start of the school year. Statements will be available on RISE. If no statement is received the onus rests with the parents to enquire with the Accounts Department about the amount due.



5.2.2. If the account is outstanding for 30 (thirty) days after the initial due date, communication will be sent. Parents who indicated they take the once-off payment option are excluded. The communication will advise parents that they are in breach of the contract, and that should the situation not be rectified within 30 (thirty) days of said communication, they are in breach of the financial agreement.

5.2.3. Should the account remain unpaid after 3 months, parents will receive a final communication letter advising them that the financial agreement has been breached and they will be handed over to Excelsior Primary School's collections agent. Parents may also request to meet with the Principal or SGB, to make a satisfactory payment arrangement.

5.2.4. All Payment Arrangements must be approved in writing by the SGB FINCOM.

5.2.5. Once the account is handed over to our attorneys:

5.2.5.1. Payments can only be made to the attorneys; the attorneys will contact you for payment arrangements.

5.2.5.2. Any payment made directly to the school or into the bank account of Excelsior Primary, will be allocated towards school fees payable for the remainder of said academic year.

5.2.5.3. The responsible party will be liable to pay all legal costs relating to the recovery of the outstanding monies, including attorney fees on an attorney-own-client scale, collection fees and commission, tracing costs and in terms of the Prescribed Rate of Interest Act, default interest on the outstanding balance from the date of default to the date of payment.

6. General



[Revised Clause:]

Withdrawal from School:

Parents are requested to provide written notice when withdrawing a learner from the school to assist with administration and planning. This request does not affect a parent's legal right to transfer a learner immediately to another school.

Withdrawal from Aftercare:

A calendar month's written notice is required when withdrawing a learner from aftercare services. This notice applies only to aftercare and not to school enrolment.

Refund of School Fees:

Where a learner leaves the school during the academic year, any credit balance will be refunded on a pro-rata basis. Refunds will be processed within 30 (thirty) days of confirmation of withdrawal. All refunds will be made by EFT into the bank account of the responsible payer.

6.1. Credit balances on the account of a learner who has left the school, will be refunded no later than 2 months after the learner has left the school. Refund payments will only be made via EFT into the bank account of the person responsible for payment of the account and not to any third party.

6.2. A written notice is required, when withdrawing a learner from the school.

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6.3. Please note that a month's notice is required when withdrawing a learner from the aftercare.
If the school does not receive a written notice that the learner will not be attending Aftercare, the parent will be billed for the whole month.

Revised and approved by the School Governing Body of Excelsior Primary School.

Signed at **BELLVILLE** on this **28th** day of **MAY 2024**.

Chairperson: **Mrs L. Taylor** _____

School Principal: **Mr E. Pio**

Educator: **Mrs M. Rose** _____

Educator: **Mrs C. Fourie** _____

Non-educator: **Mrs M. Crous** _____

Parent: **Mrs C. Broughton** _____

Parent: **Mrs V. Gilbert** _____

Parent: **Mr R. Maphike** _____

Parent: **Mr W. Stark** _____