



Debtors Policy

Purpose

1. The purpose of this policy is to standardise the procedure for the collection of outstanding accounts.

Definitions

2. Unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:
 - 2.1. "Contract of Enrolment" refers to the agreement signed by Parents / Guardians on the initial admission of the student to the UFS International.
 - 2.2. "contract" refers to the Contract of Enrolment.
 - 2.3. "the Policy" means this Debtors Policy, as amended from time to time, and any annexures and/or schedules thereto.
 - 2.4. "the School" in all incidences refers to UFS International.

Important Notice

3. This Policy forms part of the Contract of Enrolment concluded between the Parent / Guardians and the School. It must be read in conjunction with and interpreted together with the Contract.
4. Some provisions contained in this Policy may be duplicated in other documents. If any inconsistency exists between provisions contained in this Policy and such other document, the provisions contained in this Policy will prevail.
5. By signing the Contract of Enrolment, the Parents / Guardians agree to the terms and conditions contained in this document. It is incumbent on the Parents / Guardians to request an explanation by the Bursar of the School of any provision in this document that is not fully understood.

General

6. Both parents and/or guardians, as the case may, shall be responsible and liable jointly and severally for the payment of all fees and other charges applied by the School.
7. Details for the payment of the account are available from the Bursar's Office. The methods of payment are in advance:
 - 7.1. Annual payment before the 20th of January; or
 - 7.2. Termly payment: Term 1 before 20 January, Term 2 before 10 May and Term 3 before 20 September; or
 - 7.3. Monthly payment in which case the signing of a Debit Order is compulsory, the latest is the 5th of every month; and
 - 7.4. Both parents confirm that the detail of the attached credit application form is correct.
8. No cash payments may be made at the School. They can only be made at any branch of First National Bank or Swazi Bank. Cash deposit fees will apply.
9. Additional Goods and / or Services, as determined by the School from time to time, must be paid on receipt of the statement.
10. Statements are sent to parents monthly.

11. Enrolment: Parents / Guardians are obliged to complete the Contract of Enrolment annually when students are first admitted to the School.
12. Termly payment: any outstanding fees from the previous term must be settled before a student may enrol at the start of the new term. Should they fail to meet that commitment, they will be deemed to be in breach of the contract, and the student will not be able to enrol for the new academic term.
13. To the extent permitted in law, all communication with Parent / Guardian will be recorded on a data collection system. The Parent / Guardian hereby consents to the School recording any conversation with the Parent / Guardian for the purpose of providing the Services and/or the Additional Goods and / or Services, or for any other purpose that may be communicated to the Parent / Guardian, from time to time, in writing.
14. The School will confirm all communications concerning arrangements for the payment of outstanding accounts in writing.
15. Collections will be allocated against the account in the following order:
 - 15.1. Refundable deposit;
 - 15.2. Legal fees on the scale as between attorney and own client;
 - 15.3. Interest;
 - 15.4. Extras / Additional Amounts (books; trips; etc.);
 - 15.5. Fees; or
 - 15.6. Examination fees. (This means that any examination fees required by an external agency will not be paid and the student will not be able to write the relevant examination until all other fees and charges have been paid for.)
16. Credit balances on the account of a Student who has left the School will be refunded to the person(s) responsible for the account two months after the Student has left the School.
17. Any indulgence that the School may grant the parent / guardian shall not be considered as a relaxation or waiver of the School's right in terms of this debtor's policy or the contract of enrolment.

Procedures for Collection

18. A telephone call is made to Parents making them aware of their outstanding balance and will be requested to make payment within 5 (five) days.
19. First warning letter: If the account is outstanding for 5 (five) 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 Student will be excluded from school, unless the fees are immediately brought up to date, as a consequence of the breach of contract. The Parent / Guardian will be given 5 (five) business days to settle the full account.
20. Second warning letter: Should the account remain unpaid after the 5 (five) business days stated above, Parent / Guardians will receive a second letter advising them that the contract will be terminated within a further 10 days. If full arrears payment is not made within the relevant period, that the Parents / Guardians will need to make alternative arrangements for the education of the student in question.
21. Once the Contract has been terminated:
 - 21.1. Students cannot be guaranteed a place at the School and Parent / Guardians will have to reapply for a position for the Student. (The application fee and the non-refundable registration levy will be payable).
 - 21.2. Parent / Guardians will be required to complete a new Contract of Enrolment with the School.
 - 21.3. The outstanding account may be handed over to either a debt collection agency or the School's attorneys for collection.



22. In the event of the School having to institute legal proceedings for recovery of any amounts due, the parents/guardians shall be liable for all costs and collection charges on the scale as between attorney and own client including collection commission
23. At its discretion the school may decide further measures to recover any outstanding balances on any account. These include, inter alia:
 - 23.1. Refusing admission to the school of a sibling not already at the school.
 - 23.2. Not supporting the student's application for secondary school study.
24. Disallowing students from attending any farewell events or representing the School in any academic, cultural, or sporting events.
25. If the Contract is terminated and the Parents / Guardians subsequently re-enrols the Student concerned, the Parents / Guardians will be required to sign a new contract with the School.
26. The School may in its absolute discretion withhold statements of results, reports and / or any certificates once a second warning letter has been issued. The report will be released on receipt of the full outstanding amount. Once a first warning letter has been issued students will not be allowed to go on trips or tours whether local or international until the account has been settled in full.

