



KINGSWOOD COLLEGE

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1 Burton Street, Makhanda (Grahamstown), 6139

Debtors Policy

1. This document forms part of the Enrolment Contract concluded between the parent/guardian and Kingswood College as defined in the Enrolment Agreement and must be read and interpreted together with the Agreement.
2. Some provisions contained in this Policy may be duplicated in other documents that form part of the Agreement. If any inconsistency exists between the provisions contained in this Policy and such other document, the provisions contained in this Policy will prevail.
3. By signing the Enrolment Agreement, the parent/guardian agrees to the terms and conditions contained in this document. If there is any provision in this document that is not fully understood, please ask the College to clarify prior to acceptance of the agreement.
4. All school fee payments are to be made by the first day of each school term, fees are payable termly in advance. The College will accept monthly payments via debit order; however.
 - 4.1 Interest will be generated on the balance outstanding for the term and will be indicated as overdue balance at the end of each month.
5. Failing to make any payment towards a current academic year by 31 January of that academic year will result in the withdrawal of a pupil during the February Half-Term break of that year without notice.
6. Incidental and/or additional expenses are payable upon receipt of the monthly account statement. If payment is made from a foreign bank account, it is the responsibility of the parent/guardian to make provision for additional bank charges (other than fees) when making the payment.
7. If any of the fees, subscriptions, levies and/or other amounts are not paid by their due dates, parents/guardians will receive an SMS or email demanding immediate payment.
8. If the non-payment persists for longer than 30 days following the payment due date, the College shall be entitled without prejudice to its rights under this Agreement, to send a further written notice warning that if any of the outstanding amounts are not paid by the beginning of the Half-Term break, then the College shall be entitled without further notice to

cancel the enrolment of a pupil, provided that such cancel of enrolment take effect during the particular Half-Term break or at the end of the school Term.

- 7.1 A parent has the right within seven days of receipt of the Final Demand to lodge a written appeal with the College Head explaining the grounds on which the appeal is based, together with any relevant supporting documentation.
9. The College Head then has the right to determine the process and timelines to apply for the adjudication of the appeal. The decision of the College Head is final and binding on the parent and the College.
10. Once the process above is exhausted, the College would be obliged to send the parent a final termination letter indicating the precise date of cancellation of the Enrolment Contract. This letter should be accompanied by a certificate signed by any duly authorized representative of the College, certifying the amount owing by a parent in terms of the Enrolment Contract which is to be regarded as sufficient evidence without the need for further explanation on the part of the College of the amount due, owing, and payable and its due date.
11. Because of this Final Cancellation Letter, the College has the right to inform the parent that as a consequence of cancellation, their child will no longer be allowed admission to the College and that the parent should not bring nor attempt to bring the learner to school once cancellation has taken effect. Once a contract has been cancelled, it cannot be re-instated. The learner can only be readmitted should the College agree by the parents signing a new admissions contract which would include as a part of its terms, settlement of the arrear debt in full.
12. Should a parent fail to pay any outstanding amounts the College is entitled to default list that parent with a credit bureau and hand the parent over to an attorney or debt collection agency for collection.
13. All correspondence about debtors is to be referred through the office of the Bursar or duly delegated representative of the College.
14. In respect of Grade 12 pupils, if fees are not fully paid by the time the Matriculation entries are due to be despatched to the Examining body, the College may at its sole discretion withhold the pupil's entrance for the Matriculation Examination. Grade 12 and Bridging Year pupils will not have their contracts cancelled if their accounts are not up to date. The parent will, however, be default listed and handed over if deemed necessary as contemplated in 9 above.
15. Debtors who wish to come to an arrangement to settle their debt must contact the office of the Bursar or duly designated representative of the College who will seek security for the

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balance outstanding or, in most cases, require that an acknowledgement of debt or loan agreement will be entered into, with payments required to be made by debit order. Where agreed, payments that have not met the full amount owing in terms of the acknowledgement of debt becomes due and payable and the normal rules regarding non-payment will apply.

16. Should a debtor seek to make financial arrangements, the College may request that a Lifestyle Questionnaire be completed.
17. Pupils with outstanding school fees at the end of an academic year will not automatically be enrolled for the following academic year. Outstanding fees will have to be settled before enrolment for the following academic year can take place. If there is an outstanding balance at the end of the academic year, the cancelation process will be initiated and completed prior to the start of the new academic year unless acceptable arrangements have been made with the Bursar or duly designated representative of the College.
18. If Grade 11 pupil accounts are not up to date by the end of the second term, parents/guardians will receive a notice via email at the start of the third term warning that if the account is not brought up to date by the end of the academic year, the pupil's enrolment contract will be terminated, and they will not be enrolled for the Grade 12 academic year.

	POSITION	SIGNOFF	DATE
AUTHORS:	Bursar	√	
REVIEWED BY:	Leadcom	√	
RECOMMENDED BY:	Exco	√	29 Oct 2022
APPROVED BY:	Council	√	19 Nov 2022

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