



DEBT MANAGEMENT POLICY AND CONTRACT TERMINATION PROCEDURE

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1. Introduction

This document forms an integral part of four enrolment documents that jointly constitute an agreement between the School and the parent/guardian (“Agreement”). It must therefore be read (and acknowledged) in conjunction with three other enrolment documents; namely:

- a) *Rules and Conditions for Enrolment and Re-registration.*
- b) *Parents’/Guardians’ Conduct, Roles and Responsibilities; and*
- c) *Students’ code of conduct.*

The Agreement sets out mandatory conditions for the enrolment and re-registration. The mandatory conditions outlined in this Agreement have to be acknowledged by all parents/guardians as part of the online enrolment and re- registration process. Failure to acknowledge these may not secure the student’s enrolment or re-registration.

By clicking on the checkbox and the “Accept” button on the pop-up screen on the online version of this Agreement, you are either accepting the offer of a place at our school OR your re-registration. Accordingly you:

- a) agree to be bound by the Agreement and the associated Debt Management and Contract Termination Policy and Parent/Guardian Code,
- b) warrant that you have authority to accept the Contract,
- c) acknowledge the Student Code of Conduct as separately provided,
- d) confirm that the information provided by you now and in future on any platform including the Parent Portal, is correct and complete, and will be kept correct and complete by you, and
- e) **acknowledge the need to confirm your re-registration annually thereby accepting amendments to the rules and conditions and updating applicable information including that related to the payment of fees.**

2. Glossary

Term	Definition
Additional fees	means, where applicable, fees and charges for the additional goods/services and additional costs and levies required from time to time and notified to you in advance, to provide adequately for the education and related activities and services provided to your Child/the Student, including but not limited to the costs of extra-curricular activities or special educational needs. These are ad-hoc or fixed monthly service fees which include but not limited to music tuition, boarding services, aftercare services, transport services, IEB exam fees, tariffs, levies or additional subjects
Advtech Schools Division	All school brands trading as a trading division of the Independent Institute of Education (Pty) Ltd.
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.
School Fees	means the money payable by the Parent/s to the School in connection with a Student's education, excluding any Enrolment Fee, Deposit or Additional Fees. These refer to the ordinary fees charged for the teaching and learning of a curriculum.
SIMS	Student Information Management System. This is the system on which academic and financial information for Students is stored and processed.
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
Termination	Means cancellation of the Agreement. Once the Agreement is terminated, the student will be excluded from all academic or extracurricular programmes/activities.

3. The Purpose of this Policy

The purpose of this Policy is to facilitate efficient debt management through a standardised procedure for the collection of outstanding school fees AND to provide for the procedure for termination of the Agreement for debt related reasons.

4. Application

- 4.1 This Policy is applicable to the Advtech Schools Division.
- 4.2 Schools that are not in South Africa are also subject to the applicable regulation and laws of their country.

5. Responsibility

- 5.1 This Policy is issued under the authority of the Advtech Schools Division.
- 5.2 Advtech Group Shared Services 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.

6. Fees: School/Boarding/Additional Fees

6.1 General information

- 6.1.1 Details of the aforesaid fees can be found on the Fee Structure 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 respective Schools' websites.

First time registration after the start of the academic year will result in an adjustment of Fees on a standard prorata basis.

- 6.1.2 Fees are payable either annually in advance or in accordance with the payment option as selected by the Signatory from the parent portal, which various payment options are set out below.
- 6.1.3 Payment options do not all apply to all schools and all locations and will be limited at the discretion of the School.
- 6.1.4 The Signatory accepts that School Fees are payable via the following options:
 - Payment Option 1 (Annual)
 - If fees are not paid by the 31st day of January each year or by the date as outlined on the fee structure, the annual billing will then be defaulted to a termly payment option.

Payment Option 2 (Termly)

Fees are payable on or before the 1st day of each term.

Payment Option 3 (Monthly)

Fees are payable on or before the 1st day of each month.

- 6.1.5 The Signatory will receive a statement reflecting fees which are payable.
- 6.1.6 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.
- 6.1.7 For clarity, failure to issue notice of the breach does not limit the rights of the School.
- 6.1.8 In accordance with clause 2.14 of the Rules and Conditions for Enrolment and Re- registration, the School will conduct credit checks as and when needed at its sole discretion.

6.2 Fees paid Annually in advance (available in most schools)

- 6.2.1 Fees payable in advance are payable by the 31st 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.

6.3 Fees paid Termly in advance

- 6.3.1 Fees payable in accordance with the termly payment option are payable termly in advance on or before the 1st day of every term.

6.4 Payment terms of additional fees

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

7. Payment Options

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

7.1 Payment Option 1 (Annual)

- 7.1.1 If fees are not paid by the 31st day of January each year or by the date as outlined on the fee structure, the annual billing will then be defaulted to a termly payment option.

7.2 Payment Option 2 (Termly)

- 7.2.1 Fees are payable on or before the 1st day of each term.
- 7.2.2 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.

7.3 Payment Option 3 (Monthly)

- 7.3.1 Fees are payable on or before the 1st day of each month.
- 7.3.2 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.

- 7.4 Any services provided by the IIE may be suspended with immediate effect in accordance with the provisions of the Agreement.

8. Termination Process

Breach of Contract - Process

- 8.1.1 As soon as the Signatory is in breach of the contract, 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.
- 8.1.2 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.
- 8.1.3 The Signatory, and where applicable, the Student, are 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.

- 8.1.4. The written representations by a Signatory, and where applicable, the Student, may be followed by an engagement between the School, the Signatory and Student, which may also include, where appropriate, any relevant intermediary such as an educator or psychologist concerning the impending cancellation of the Agreement.
- 8.1.5 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.
- 8.1.6 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.
- 8.1.7 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.
- 8.1.8 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 and may be contingent on no further defaults, is signed.
- 8.1.9 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.
- 8.2 Post termination process (due to breach on financial grounds)
- 8.2.1 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.
- 8.2.2 The student may only be re-enrolled at the same school or any other school in the division at the discretion of the Managing Director, if 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.

- 8.2.3 The School may disclose the payment profile of the parent/guardian to the new school, when requested to do so.
- 8.2.4 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 because of the default on the Agreement.
- 8.3 Voluntary Notice/ Cancellation of Enrolment
- 8.3.1 **The Signatory (Parent/ Guardian/ hereby agrees that a 90 days' notice is required to terminate or cancel this Agreement.**
- 8.3.2 **A cancellation notice must be given in writing to the School Campus Bursar and Principal.**
- 8.3.3 **If no notice is given, the Signatory will be liable for liquidated damages equivalent to ninety (90) days of School Fees and one (1) month of Additional Fees where applicable.**
- 8.3.4 **No cancellation of this Agreement by the Signatory shall be of any force or effect unless recorded in writing.**

REFERENCE	SCDIV03	
RELATED DOCUMENTS	RULES AND CONDITIONS OF ENROLMENT AND RE- REGISTRATION PARENTS'/GUARDIANS' CONDUCT, ROLES AND RESPONSIBILITIES STUDENTS CODE OF CONDUCT	
CONTACT PERSON	Chaile Makaleng	
POLICY APPROVAL	Date of Approval	Date of Implementation
	May 2020	January 2021
DATES AMENDED	July 2021	January 2022
	July 2022	January 2023
	September 2023	January 2024
	August 2024	January 2025
	April 2026	April 2026
	August 2026	August 2026
DATE OF NEXT REVIEW	August 2027	