

DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE (V9 28082026)

Contents

1	Introduction	2
2	The Purpose of this Policy.....	2
3	Application.....	2
4	Responsibility	2
5	Fees.....	3
6	Payment Terms.....	5
7	Procedure for Termination of the Contract.....	7

DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE (V9 28082026)

1 Introduction

This document forms an integral part of four enrolment documents that jointly constitute an agreement between the school, the parent(s)/guardian(s), and the fee payer ("Agreement"). It must therefore be read (and acknowledged) in conjunction with three other enrolment documents: namely:

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

This document is applicable to Advtech International and South African schools. However, some context-specific aspects may not apply to all the schools. These exclusions may be raised by the Signatory and verified by the school.

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

By clicking on the checkbox and the "Accept" button on the pop-up screen on the online version of this Agreement, you are acknowledging acceptance of this document.

2 The Purpose of this Policy

- 2.1 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.

3 Application

- 3.1 This policy is applicable to all school brands trading as a trading division of the Independent Institute of Education (Pty) Ltd CIPC Registration number 1987/004754/07.
- 3.2 Schools that are not in South Africa are also subject to the applicable regulations and laws of their country.

4 Responsibility

- 4.1 This policy is issued under the authority of the Advtech Schools Division.

DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE (V9 28082026)

- 4.2 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.

5 Fees

5.1 General information

- 5.1.1 Details of the aforesaid fees can be found on the Fee Structure document, which is distributed to parents/guardians each year. 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 dependent on the start date in accordance with the school's billing calculation policy.
- 5.1.2 Fees are payable either annually in advance or in accordance with the payment option as selected by the Signatory from the parent portal, where various payment options are set out below.
- 5.1.3 Payment options do not all apply to all schools and all locations and will be limited at the discretion of the school.
- 5.1.4 Fees can be paid, save for Payment Option 1, which is payable via EFT only, via EFT or by debit order.
- 5.1.5 The Fee payer indicated by the Signatory will receive a monthly statement reflecting fees that are payable.
- 5.1.6 All communication in respect of payment arrangements for unpaid amounts will be confirmed in writing by Advtech Group Shared Services Debtors Department to the Signatory, immediately. All procedures regarding the collection of fees and communication in this respect will be handled by Advtech Group Shared Services.
- 5.1.7 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.

DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE (V9 28082026)

- 5.1.8 For clarity, failure to issue notice of the breach does not limit the rights of the school.
- 5.1.9 In accordance with clause 2.14 of the Rules and Conditions for Registration and Enrolment, the School will conduct credit checks as and when needed at its sole discretion.
- 5.2 Debit Order
- 5.2.1 Debit orders dates available are for the 1st, 15th, or 25th of each month to ensure compliance with the provisions of clause 5.9 of the Rules and Conditions of Registration and Enrolment. Debit order dates:
- 1st of the month deducted in advance, or
 - 15th of the month deducted in arrears, or
 - 25th of the month deducted in advance.
- 5.2.2 Should a debit order be returned by the bank because of account payer or Signatory action/inaction, an Immediate payment will be due by the Signatory via EFT, together with the associated bank administrative fee charged.
- 5.2.3 The debit order amount will be determined by taking into account all fees as well as any previous overpayments or credit amounts in the current aging bucket on the account statement for the month. If payments have been paid by EFT, it is required to reflect on the school's bank statement at least 3 days before the debit order date to be excluded from the debit order run.
- 5.2.4 The monthly debit order may continue to run until the account is settled in full, based on the last available current aging bucket amount on the account statement.
- 5.2.5 Any changes post-registration will require the fee payer to raise a request with the Advtech Group Shared Services service desk to change the payment method by the 15th of each month, for any changes to be effective on the following applicable debit order run.
- 5.3 Fees paid annually in advance
- 5.3.1 Fees payable in advance are payable before 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.

DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE (V9 28082026)

5.4 Fees paid monthly in advance (not available in Kenya or Botswana)

5.4.1 Fees payable with the monthly payment option are payable monthly in advance on or before the 1st day of every month.

5.5 Fees paid Termly in advance (only available in Kenya and Botswana, and for International Students in boarding at specified schools)

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

5.6 Payment Terms of Additional Fees

5.6.1 Additional Fees will be charged when due and are payable on presentation of the statement.

6 Payment Terms

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

6.1 Options for schools that offer an Annual, 10, and 12-month payment terms.

6.1.1 Payment Term 1: Annual – via EFT

6.1.1.1 If annual fees are not paid via EFT by the 31st of January each year or by the date as outlined on the fee structure, the discounted amount will be forfeited, and the annual billing will then be defaulted to Payment Term 3:12-monthly (excluding Grade 12 accounts which will default to the **Payment Term 2: 10-monthly**).

6.1.2 Payment Term 2: 10-Monthly January to October

6.1.2.1 Fees are payable in advance on or before the 1st day of each month either via EFT or DEBIT ORDER.

6.1.2.2 Failure to comply resulting in amounts becoming overdue constitutes a breach of contract which may lead to suspension or termination, should the situation not be remedied, and the account brought up to date.

DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE (V9 28082026)

- 6.1.2.3 Where fee payers opt for a debit order, the debit order is for 10 months (January to October).
- 6.1.2.4 Registrations post 31 January (excluding Grade 12) will only have the option to select Payment Term 3: 12-Monthly.

6.1.3 Payment Term 3: 12-Monthly January to December

- 6.1.3.1 The 12-month payment term is **not available** for Grade 12 (matric) Students.
- 6.1.3.2 Payment dates are offered for the 1st day of each month, in advance.
- 6.1.3.3 Failure to comply, resulting in amounts becoming overdue, constitutes a breach of contract which may lead to suspension or termination, should the situation not be remedied, and the account brought up to date.
- 6.1.3.4 Where fee payers opt for a debit order, the debit order is for 12 months (January to December).
- 6.1.3.5 Only one payment term is permitted per student account per academic year.
- 6.1.3.6 An account payer may make one payment term change per academic year, before the 31st of January annually.

6.2 Options for schools that offer a Termly Payment Terms (International Schools and SA Schools with International Students. No debit order option is available for these payments.

6.2.1 Payment Term 1: Annual

- 6.2.1.1 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 according to the school's payment term policy.

DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE (V9 28082026)

6.2.2 Payment Term 2: Termly

- 6.2.2.1 Fees are payable on or before the 1st day of each term.
- 6.2.2.2 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.
- 6.2.2.3 Any services provided by the school may be suspended with immediate effect under the provisions of the Agreement.

7 Procedure for Termination of the Contract

7.1 Termination process

- 7.1.1 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.
- 7.1.2 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.
- 7.1.3 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.
- 7.1.4 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.

DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE (V9 28082026)

- 7.1.5 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.
- 7.1.6 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.
- 7.1.7 The pre-termination letter may include notice of suspension of the student from one or more schools activities, including suspension from attendance at school in person or online, or participation in any school activities, or making use of any school systems.
- 7.1.8 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.
- 7.1.9 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.

7.2 Post-termination process (due to breach on financial grounds)

- 7.2.1 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 the attachment of assets.
- 7.2.2 The student may only be re-enrolled at the same school or any other school trading division of the Independent Institute of Education (Pty) Ltd 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.

DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE (V9 28082026)

- 7.2.3 The School may disclose the payment profile of the parent/guardian/fee payer to the new school when requested to do so.
- 7.2.4 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.

REFERENCE	SCDIV03	
RELATED DOCUMENTS	RULES AND CONDITIONS OF REGISTRATION AND ENROLMENT AND REGISTRATION PARENT/GUARDIAN ROLES AND RESPONSIBILITIES CODE OF CONDUCT FOR STUDENTS	
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
	July 2025	January 2026
	July 2026	January 2027
DATE OF NEXT REVIEW	June 2027	