

LATE PAYMENT POLICY:

PREAMBLE:

- As per the TERMS AND CONDITIONS of the ST. MARTINI PRE PRIMARY SCHOOL ADMISSION CONTRACT parents/guardians should note that School Fees are due ON THE FIRST DAY OF EACH TERM.
- Parents/guardians will receive INVOICES as well as updated STATEMENTS during the course of EACH SCHOOL TERM.

THE POLICY, WITH IMMEDIATE EFFECT:

Unless SPECIFIC PAYMENT ARRANGEMENTS (e.g. monthly payments, ad hoc payments, etc.) have been made with the Bursar of ST. MARTINI PRE-PRIMARY SCHOOL ("SMPPS") in writing by parents/guardians and have been confirmed in writing by the Bursar the following LATE PAYMENT POLICY will apply:

1. The FINAL PAYMENT DEADLINE for a full school term's account (including School Fees, After Care Fees, Lunch Fees, etc.) is the FIRST DAY OF THE FOLLOWING TERM.
2. However, in the case of VORSCHULE LEARNERS, the FINAL PAYMENT DEADLINE for the FINAL SCHOOL TERM'S account will be 1 NOVEMBER of any given year. Fees and charges which arise after this date will be due and payable on presentation of invoice. Notwithstanding the remaining provisions of this late payment policy, SMPPS shall be entitled to institute action for the recovery of any additional outstanding amounts in terms of this paragraph as soon as they fall due.
3. Parents/guardians who fail to pay the entire amount owed to SMPPS by the FINAL PAYMENT DEADLINE will incur a LATE PAYMENT PENALTY FEE to be levied against their account (refer to Paragraph 9 "EXCEPTIONS" for circumstances when a LATE PAYMENT PENALTY FEE will be waived).
4. Parents/guardians are requested to submit all proof of payment to bursar@stmartini.org.za prior to the FINAL PAYMENT DEADLINE (first day of the new term).

PLEASE NOTE: Parents/guardians are requested to use the correct Account Reference as their Beneficiary Reference when making payment, so that all payments may be accurately tracked and recorded.

5. Parents/guardians who have not made payment by the FINAL PAYMENT DEADLINE (first day of the new term) will be requested to attend a meeting with the Principal and the Bursar where they will be required to sign a legally binding ACKNOWLEDGEMENT OF DEBT.

6. SMPPS's appointed legal representatives will send a LEGAL LETTER OF DEMAND to all parents/guardians with over 90 days of outstanding debt, calculated from the first day of each term or the date upon which such debt became due. This letter of demand will also be sent to the individual/organisation that signed as surety for the obligations of the defaulting parents/guardians. Failure to heed such letter of demand will result in the immediate institution of legal action for the recovery of the outstanding debt.

7. Should the outstanding balance due at the end of any term subsequent to a learner's first term exceed the value of the deposit held by SMPPS in respect of that learner:
 - a. he or she MAY then be EXCLUDED FROM RETURNING TO SCHOOL AT ANY TIME IN THE FOLLOWING SCHOOL TERM, unless all debts are settled with SMPPS on the first day of the new school term;

 - b. he or she MAY then be BARRED FROM ATTENDING SMPPS IN THE FOLLOWING YEAR, unless all debts are settled, in full;

 - c. SMPPS WILL be entitled to demand an additional deposit equivalent to 50% of the initial deposit held by it. This provision may be applied repeatedly.

8. Furthermore, SMPPS reserves the right to report the failure by any parent/guardian to settle any outstanding amounts to the GERMAN INTERNATIONAL SCHOOL CAPE TOWN, the education partner of SMPPS, to whom individual payment histories in respect of future learners may be relevant.

EXCEPTIONS:

- a. If there is a pre-approved agreement in writing, between the Bursar and parents/guardians regarding payment schedules, and this agreement is adhered to, then no late payment penalty fee will be levied against their account.
- b. If the Bursar, in his discretion, is of the opinion that the outstanding amount owed on the account, at the time of the FINAL PAYMENT DEADLINE, is less than 10% of the average quarterly amount owed on the account, then no late payment penalty fee will be levied against the account.

DISPUTING A LATE FEE:

1. If parents/guardians are charged the late payment penalty fee and believe that extenuating circumstances exist which warrant a review of the fee, they may appeal to the Bursar by submitting a written request along with any pertinent documentation to him bursar@stmartini.org.za within the term of the late fee assessment:
 - a. For example, a late payment penalty fee assessed for the first term must be disputed in writing prior to the last day of the following term. The late payment penalty fee disputes will be reviewed and a decision made within 21 working days (excluding school holidays) after which time parents/guardians will be notified by e- mail.
 - b. Failure to dispute a late payment penalty fee within the term of assessment will be deemed an acknowledgement by the parents/guardians that they are aware of the fee and accept its assessment.
 - c. Parents/guardians must pay the fee before the appeal will be reviewed
 - d. If the appeal is granted, the late payment penalty fee will be reversed and credited to the school fee account.
2. Disputing a late fee does not guarantee that the fee will be reversed. Submitting a written request for reversal only implies that a late fee is disputed and that the Bursar will review the account to assess the late fee's validity. If the Bursar deems the late payment penalty fee to be legitimate, notwithstanding the extenuating circumstances advanced, this fee will stand.