

# ANNEXURE A

## Fee Payment Policy

This document forms an integral part of the Contract of Enrolment.

Gratton School is an independent school and the payment of school fees, as determined by the Governing Body, is compulsory and, in terms of the South African Schools Act No. 84 of 1996, legally enforceable. The parents/legal guardians/custodians/ sponsors (hereinafter referred to as **“the Responsible Person”**), are jointly and severally liable for the payment of school fees irrespective of any internal arrangements agreed upon between them.

### 1. INTRODUCTION

School tuition and boarding fees are determined annually by the School Governing Body and are binding on all learners and parents (as defined by the **SA School’s Act**), enrolled at the School

The Responsible Person (including both parents, irrespective of marital status and/or divorce settlement agreements), is liable for the payment of school fees determined by the School Governing Body.

Tuition and boarding fees are used to finance the operational and maintenance costs of the School and boarding houses. Minor capital projects funded by school fees are budgeted for annually.

### 2. DEFINITIONS

In this policy –

**2.1 “Additional Fees” means those prices** 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 learner, including the costs of extra-curricular activities or special educational needs;

**2.2 “Additional Goods/Services” means those goods or services that may from time to time be** provided to or for the benefit of the Learner, as determined by the School from time to time;

**2.3 “Learner” means the** child or children (of any age) admitted by the School to be educated, whose details appear in the Contract of Enrolment form;

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**2.4 “Contract” means** the Contract of Enrolment, including Annexure A and Annexure B (if applicable);

**2.5 “Consumer Protection Act” means** the Consumer Protection Act, No 68 of 2008;

**2.6 “Fee” means any amounts owing to the School for a Learner’s enrolment, education and related activities at the School.** Such Fees shall be clearly communicated to you in advance and may include, but are not limited to, the –

- 2.6.1 Application Fee
- 2.6.2 Re-application fee
- 2.6.2 Acceptance Fee
- 2.6.3 Book pack Fee
- 2.6.4 Technology levy
- 2.6.5 Text book levy
- 2.6.6 Aftercare fee

**2.7 “Head” means the person appointed by the Board of Governors of the School to be** responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;

**2.8 “Responsible Person” or “you” means parent(s), sponsor(s), custodian(s) or legal guardian(s)** of a Learner, who have bound themselves contractually to be responsible for the Learner and for the payment of all fees incurred through attendance at the School.

**2.9 “Parties” means the Responsible Person and the School;**

**2.10 “School Fees” means the money payable by the Responsible Person to the School in respect of a Learner’s education, excluding any Application Fee, Registration Fee or Additional Fees.**

**2.11 “School” means the Gratton School.**

### 3. APPLICATION AND ACCEPTANCE

#### 3.1 Application Fee

All applications are to be accompanied by a non-refundable Application Fee or refundable Re-application fee as set out in the Contract of Enrolment.

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### 3.2 Acceptance Fee

In line with the provisions of the SA School Act, the Responsible Person is required to register a Learner for each academic year. If an application for admission is successful, a refundable Acceptance Fee as set out in the contract will become immediately payable.

3.3 If any school fees are outstanding for the current, or immediately-preceding year, these outstanding fees must be paid prior to enrolment for the forthcoming year being considered.

### 3.4 Conditions Applicable

3.4.1 An offer of a place for a Learner at the School is accepted by payment of the application and registration fees; and on completion in full, and signature of the contract by the Responsible Person.

3.4.2 If, after entering into the contract, the Learner does not take up a place at the School (save because of death or long term hospitalisation) the application and registration fees will not be refunded. These fees will be kept by the School as a reasonable cancellation fee for the Learner's **withdrawal**.

## 4. SCHOOL FEES AND HOSTEL FEES

4.1 The School and Hostel Fees for the forthcoming year shall be determined annually by the School Governing Body and published in a Schedule of Fees by the beginning of the last term of each year. The Schedule of Fees for the current year is attached to this policy document.

4.2 School and Hostel Fees are payable in full, strictly in advance; and no exceptions to this condition shall be allowed.

4.3 Despite the objective that all fees for the year ahead should be payable in advance and are due on the first day of the academic year, the School recognizes that not all Responsible Persons are able to do so, and therefore it offers alternative payment terms and related incentives.

The following terms are available regarding the payment of annual compulsory school fees:

#### ANNUALLY – PLAN A

One payment payable annually in advance by the 15th December of the year preceding the academic year for which payment is to be made.

Early Settlement Discount = 6% on gross annual fee

Any discount applied will be reversed if payments are not received by due date.

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#### ANNUALLY – PLAN B

One payment payable annually in advance by the 7th business day of January in the current academic year.

Early Settlement Discount = 4% on gross annual fee.

Any discount applied will be reversed if payments are not received by due date.

#### TERMLY – PLAN C

Four equal payments, each payable by the 7th business day of each term, the first payment being payable not later than the 7th business day in January.

No discounts on fees are applicable.

#### MONTHLY – PLAN D

Eleven payments payable in advance by the 7th business day of every month, the first payment being payable by not later than the 7th business day in January and last payment being payable by not later than the 7th business day in November.

No discount on full fees applicable.

The Responsible Person is required to inform the Bursar of the fees payment plan he/she/it intends to follow and to commit to this plan at the time of enrolment/re-enrolment.

#### 4.4 Financial Assistance

The School requires that all fees are paid in full; in other words, there is no provision in the fees policy for the negotiation of reduced fees. In the event of a Responsible Person being unable to continue paying the full School Fees as required, he/she/it is encouraged to seek external financial assistance to enable it to do so.

#### 4.5 Additional learners from the same family

Should a family enrol more than one child in the school a discount may be applicable. For details contact the Bursar.

#### 4.5 Payment of Fees

The preferred methods of payment of fees are:

- Debit order arranged by the Responsible Person with the school bursar.
- Electronic Funds Transfer (EFT).

For security reasons, and for the safety of learners and staff, we do not encourage fee payments to be made in cash on the School premises.

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**BANKING DETAILS:**

Standard Bank  
 Gratton College  
 Branch Code: 051001  
 Account Number: 060261617

For overseas transfers:  
 Standard Bank of SA Ltd  
 33 Osborn Road, Eshowe  
 Tel: +27 860 101 341  
 SWIFT code: **SBZAZAJJ**

Reference: Initials, surname and grade of learner

Please e-mail Proof of payment to: [bursar@gratton.co.za](mailto:bursar@gratton.co.za)

In order to simplify communication individual invoices are not issued. Instead, all transactions will be reflected on a monthly statement. A separate statement is issued in respect of each Learner at the School. The Responsible Person is requested to check the statements on receipt to ensure that he/she/it is satisfied with the details.

**4.6 Notes and Conditions relating to School Fees**

4.6.1 The Responsible Person has absolute responsibility for the payment of any Fees applicable to the Learner attending the School. If he/she/it is unclear about any of its financial obligations, the School will on request provide a written explanation. The School will be entitled to recover from the Responsible Person default administration costs and collection costs, as contemplated in the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA.

4.6.2 The Responsible Person accepts the Additional Goods/Services over and above those covered by school fees. The School will, as far as reasonably possible, give notice prior to providing such Additional Goods/Services. The Responsible Person expressly agrees to the delivery or performance of the Additional Goods/Services and accepts liability for payment thereof. The Responsible Person acknowledges that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that it has expressly accepted such Additional Goods/Services.

4.6.3 The Responsible Person accepts that he/she/it will be liable for the payment of the Additional Goods/Services. Such Additional Goods/Services include payment for school tours, outings or any other Additional Goods/Services required by the School to provide the Learner adequately with the educational services in terms of this policy. Any such Additional Fees will be added to the School account, which will be payable on invoicing.

4.6.4 The Responsible Person confirms that a certificate signed by the Bursar or Head showing the amount owing by he/she/it to the School shall be rebuttable proof that the said amount is **due, owing and payable. Where the quantum of the School's claim is thereafter disputed by the**

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Responsible Person, he/she/it shall bear the onus of proving that such amount is not owing and/or due and/or payable.

4.6.5 In the event of the Responsible Person taking responsibility for the payment of the Fees, it by its signature(s) of acceptance of the Terms and Conditions of Enrolment, thereby binds itself jointly and severally in its/their personal capacity as surety and co-principal debtor(s) for payment to the School of any amounts which are owing and may at any time become owing to the School by he/she/it.

4.6.6 The Responsible Person acknowledges that if any instalment, on account of a fee which is payable, is not paid on the due date, the whole balance of the fee outstanding will immediately become due and payable by he/she/it. No indulgence or grant of time by the School will constitute a waiver of its rights under this contract or otherwise.

4.6.7 The Responsible Person is entitled to elect (at enrolment and prior to the beginning of each school year) whether to pay school fees in advance annually, per term, or monthly, the total costs of which will be set out in a fee schedule and communicated to it on enrolment and in advance of any increase in school fees.

4.6.8 The Responsible Person agrees that fees paid in advance will be deposited by the School and held in accordance with the Consumer Protection Act, but that the School will be entitled to treat the interest generated from such funds as income.

4.6.9 The School fees will be reviewed annually and may be increased by an amount which the School considers reasonable. **The School shall give at least one term's notice of any increase in the fees due for a particular term. The Responsible Person has a right to cancel this contract without penalty should the school fees increase to an amount which it no longer wishes or is able to pay, provided that it gives the School one term's written notice of that intention, failing which the cancellation provisions of clause 4.6.10 will apply, and it will be required to provide a full term's notice or pay a term's fees in lieu of notice.**

4.6.10 The Responsible Person has the right to cancel this contract at any time, for any reason, provided that he/she/it **gives the School a full term's notice, in writing, of this intention before the withdrawal of the Learner from the School. Alternatively, a full term's fees (including additional fees pro-rated for the term) is payable to the School in lieu of notice, and as a reasonable cancellation fee considering the nature of the educational services, capacity planning and reasonable potential to fill the vacancy. Such amount is due and payable on the first day of the term which would have been the final term if the appropriate notice had been given. Should the Responsible Person have elected to pay annual school fees or should any additional fees have been paid in advance, those fees will be credited in proportion to the terms remaining, less any amount payable in lieu of appropriate notice.**

4.6.11 The School also has the right to cancel the contract at any time, for any reason, provided that it gives the Responsible Person notification, in writing, of he/she/its decision to terminate the contract. At the end of the notification period in question, the Responsible Person will be

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required to withdraw the Learner from the School, and the School will refund to it the balance of any fees pre-paid for that period, less anything owing to the School by them.

4.6.12 The above is stated without prejudice **to the School's other remedies**. The School may cancel this contract immediately and has no obligation to return any deposit or pre-paid fees to the Responsible Person if the latter is in material breach of any of its obligations and has not (in the case of a breach which is capable of remedy) remedied the material breach within twenty (20) business days of the issuance of a notice from the School requiring it to remedy the breach. In addition, the School may claim payment of all moneys then owing and damages equal to one **term's fees (as calculated at the time of cancellation)** considering the nature of the services, capacity planning and reasonable potential to fill the vacancy, but crediting the amount of any pre-paid fees and refunding to Responsible Person any excess above such damages.

## 5. ADDITIONAL FEES

In addition to official School activities, the School organises camps, excursions, sports events and other activities not covered by school fees; these additional activities also need to be paid-for in advance. The Responsible Person agrees to these costs, of which it is advised via specific letters and/or general newsletters, communicating the reason for these activities. The School reserves the right to debit the Learner's **account with these additional fees**.

If the Responsible Person is not meeting he/she/it's basic financial obligations towards the School, the School reserves the right to review a Learner's **continued involvement in school** activities that are not covered by normal school fees.

## 6. ABSENTEEISM

Payment of fees in full is due for absences (illness, suspensions, holidays taken outside the School holidays, etc.) In the case of the School suspending a Learner for non-payment of fees, the balance of any termly or monthly fee will only be reimbursed if the Responsible Person has confirmed in writing that there is no intention that the Learner will return to the School due to affordability reasons.

## 7. PAYMENT DEFAULTS

7.1 As all school and hostel fees are payable in advance, the School reserves the right to issue a letter of demand for any overdue amount at any point during the academic year.

7.2 Any account overdue will automatically be deemed to be in default and a letter of demand will be issued to the Responsible Person **advising the account holder of the School's intent to** hand over the account for collection. Legal proceedings to recover the full amount of school fees payable will automatically commence if the balance due is not settled.

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7.3 As the Responsible Person is responsible for the payment of school fees in terms of the SA Schools Act, the School reserves the right to recover unpaid school fees from the Responsible Person by due process, irrespective of which parent took responsibility for the payment in the Terms and Conditions of Enrolment.

7.4 The Responsible Person for a Learner resident in a boarding house does not qualify for any exemption from boarding fees. Boarding fees are payable in full. If any payment relating to boarding fees is not made to the School by the due date thereof, the School shall be entitled, entirely without prejudice, to terminate or suspend the right of the Learner to reside at the boarding house forthwith upon telephonic or written notification given to the Responsible Person.

## 8. LEARNER SUSPENSIONS

The School may exclude (suspend or expel) a Learner when tuition and/or hostel fees are not paid, because the Responsible Person has breached the legal contract to pay fees. Adequate warning will be given.

### 8.1 CONSEQUENCES OF SUSPENSION

8.1.1 As the suspension of a Learner from the School is not usually the fault of the Learner concerned, the School has the objective of minimising the consequences of such a suspension for the Learner. However, suspended Learners (with the possible exception of Matrics – see **8.1.6 below**) **are not permitted to be on the School's property at any time during the period of** their suspension. They are therefore excluded from all academic, sporting, cultural, spiritual and social activities at the School for the duration of their suspension. If they should attend any academic, sporting or cultural activity at any other school where the School is participating, they may not associate themselves with the School, its learners or its representatives.

8.1.2 Where the nature of the academic work allows it, teachers are expected to forward notes and other information such as required reading to the suspended Learner for the duration of his/her suspension if it is the intention that the Learner will return to the School. This work may be sent electronically, via a fellow learner or left at Reception for a family member to collect. A suspended Learner is expected to complete all exercises and work sent home and to produce it on his/her return after suspension.

8.1.3 On his/her return from suspension, the onus is on the Learner to ensure that any aspects of the curriculum which (s)he missed and which requires clarification, is caught up. (S)he may approach the various Heads of Departments, attend regular consolidation lessons or arrange private tuition in order to do so.

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8.1.4 Any written test which is scheduled during the period of the Learner's **suspension must** also be forwarded to the Learner (once his/her class has written it) in order for him/her to complete it at home as an exercise. The Learner must be encouraged to write and mark the test him/herself. Teachers are not expected to mark work done at home by suspended Learners, and are also **not required to set an 'alternative' test for a suspended Learner to write on his/her return. Teachers will record an 'absent' next to a suspended Learner's name for such assessments.** This also applies to any oral assessments.

8.1.5 Where a suspended Learner forms part of a group assessment task, the teacher must ensure that the other members of the group will not be penalised by the absence of one of their members, by making an informed adjustment of the requirements of the task.

8.1.6 If the suspended Learner is in Matric, (s)he will be allowed to come to the School specifically to complete any assessments which form part of his/her Matric portfolio. However, (s)he may not wear any part of the School uniform and will complete his/her assessment in a separate venue to the rest of the class. The School will arrange a member of staff to supervise such assessments. Once having completed his/her assessment, the suspended Learner is expected to leave the School property immediately.

## 9. NOTICE PERIOD

The Board shall be given **one term's written notice of termination of enrolment of a Learner, failing which the full amount of the following term's fees shall immediately become due and payable. NO EXCEPTIONS WILL BE ALLOWED.**

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