

# **Wolverhampton Grammar School**

## **Credit Control Policy (Public)**

### **1. Introduction**

The aims of this policy are to ensure that:

- consistent procedures are followed by the School when collecting payment of Fees, extras or Fees in lieu of notice (**Fees**); and
- members of Finance staff and Parents or other contracting parties (**Parents**) are aware of these procedures and the implications for the Parents of late or non-payment of Fees.

The School's agreement with Parents to pay Fees is set out in the letter of offer, Acceptance Form, Schedule of Fees and the School's Terms and Conditions, separately or together referred to as the **Contract**.

The Contract is formed when the Parents sign the School's Acceptance Form and return it with their acceptance fee and this gives rise to an obligation to comply with the Contractual provisions regarding notice and the payment of Fees.

**Extras** means supplemental items not included in the tuition Fees. Extras may be incurred by the pupil or by the School on behalf of the pupil or authorised by the Parents. For the purpose of incurring Extras, the pupil is agent for the Parents. Please see the School's Schedule of Fees for further details of items which may be charged as Extras.

This policy is advisory only and does not form any part of the Contract between the School and Parents.

### **2. Anti-money laundering**

All payments received by the School will be handled in accordance with the School's obligations under the Money Laundering Regulations 2017 and the Proceeds of Crime Act 2002. The School may require satisfactory evidence of identity and address of a person who is seeking to pay Fees. The School will only accept cash in settlement of invoices up to a maximum of £500.00.

### **3. Payments**

Parents are contractually obliged to pay Fees termly in advance and most Extras termly in arrears. Fees will be invoiced in advance of the start of each term and will include the preceding term's Extras if applicable. Invoices are due and payable on or by the first day of term of the School term to which they relate.

Charges for Fees and Extras will not be refunded or waived due to a pupil's absence through sickness, or if a pupil is suspended, or if any term is shortened or any holiday extended, or if a pupil is released home after public examinations or otherwise before the specified end of term, or for any other cause except at the Head's discretion.

### **4. Payment methods**

Payment by direct debit, either monthly or termly instalments, is the preferred method of payment.

Where fees are paid in annually advance, payment may be made by cheque or banker's draft (both made payable to Wolverhampton Grammar School Ltd) or by electronic transfer into the School's bank account. The School will also accept payment by debit card.

For the avoidance of doubt, Parents should be aware that BACS payments and banker's drafts are treated as cleared funds. Cheque payments clear after ten days. Payments made by debit cards clear after 48 hours. Parents should take this into consideration when making payments, to ensure Fees are paid on time.

Any queries regarding the payment of Fees should be addressed to the Bursar's Office. If one or more items on an invoice are queried, the balance of the invoice must be paid in accordance with the Contract.

#### **4.1 Cash**

The School will only accept cash in settlement of invoices up to a maximum of £500.00.

#### **4.2 Company cheques or transfers**

The School reserves the right to refuse payment of invoices from companies or businesses unless they have a formal third party agreement with that company or business for the payment of Fees.

The School also reserves the right to refuse to accept payment from a company account unless it can be demonstrated that the Parents own 51% or more of the company from which the payment is proposed to be made. If the Parents do not own a controlling interest in the company, payment must be accompanied by a board minute authorising that payment, and stating that at the time of payment, the company was solvent, and that the payment will not cause the company to become insolvent.

#### **4.3 From third parties**

The School reserves the right to refuse payment from a third party unless there is a formal third party agreement in place for the payment of Fees. Any agreement with a third party (such as a grandparent) to pay Fees due to the School does not in itself release Parents from liability if the third party defaults and does not affect the operation of the Contract, or any provision of this policy, unless an express release has been given in writing, signed by the Bursar.

### **5. Part-payments**

Any payment made to the School for less than the full amount due in respect of outstanding invoice(s) will be taken as a payment on account of the outstanding invoice(s) and will be applied to the oldest debt in time and then split equally between pupils where there is more than one at the School.

### **6. Instalment arrangements**

An agreement by the School to accept payment of Fees by way of instalments is concessionary and is only permitted by prior arrangement with the Bursar. Such arrangements will be subject to a separate agreement between the Parents and the School.

### **7. Advance payments**

Annual payment for fees in advance will be subject to a separate arrangement between the School and the Parents. No provision is made for the payment of fees greater than one year in advance.

## **8. Bursaries and scholarships**

Parents are referred to clause 4Ciii) of the School's Terms and Conditions regarding bursary, and scholarship awards (**Awards**) and are reminded that Awards are not awarded retrospectively. In the event that Parents encounter difficulty in paying Fees, they are encouraged to notify the Bursar of this at the earliest opportunity so that appropriate arrangements can be put in place. The School only operates a hardship fund for parents with pupils in Years 10 to 13.

Bursaries and Scholarships are only retained provided that Fees are settled by the due date, unless alternative arrangements have been agreed with the Bursar in writing.

It should be noted that an Award and/or a hardship fund payment is a discretionary benefit provided to Parents by the School. An Award or a hardship fund payment does not affect the legal obligations of the Parents under the Contract, and in default Parents may be liable for the full amount of Fees due pursuant to clause 4Ciii) of the Contract.

## **9. Voluntary donations**

Any Gift Aid donations are separate and distinct from payment of Fees under the Contract.

## **10. Variation**

Parents are reminded of the provisions in the Contract regarding variation or change to the Contract, as detailed in Clause 18 of the School Terms and Conditions.

## **11. Fees reviews**

Fees levels are usually reviewed during the Spring Term. Notification of any increase will normally be given before the beginning of the Summer Term and will take effect from the beginning of the following Autumn Term. It may become necessary at other times to increase Fees. Please see clause 4G of the School's Terms and Conditions for details of the Parent's position in the event of an increase in Fees.

## **12. Fees insurance**

Parents can obtain details of providers of Fee protection insurances from the School, but the School makes no warranties or recommendations regarding the appropriateness of such insurances. Responsibility for obtaining insurances or for making any claims under the insurances rests solely with Parents.

## **13. Dishonoured cheques and payments**

In the event that any cheque "bounces" or is otherwise dishonoured, the School will serve formal notice of the non-payment to the Parents and reserves the right to commence proceedings for recovery of the sum owed under the Bills of Exchange Act 1882 or otherwise in the event the School is not put in funds within 14 days of such notice. The amount of any bank charges incurred by the School for returned cheques will be charged on the next invoice.

If a direct debit instalment is returned unpaid, this must be remedied within 7 days otherwise in the case of monthly direct debit collections, the amount will be added to the next collection to be made, either on 1<sup>st</sup> or 15<sup>th</sup> of the month or in the case on termly instalments, the amount will be collected on the 15<sup>th</sup> of the same month.

If a direct debit instruction is cancelled without prior notice to the School (except in the event that a student has left and there is no balance outstanding) then the full balance of fees due immediately becomes payable.

A £10 administration charge will be made in the event of a direct debit instalment being returned unpaid or cancelled without notice and will be charged on the next invoice.

#### **14. Late payment**

Interest at a rate of 3% per annum above the School's banks base rate is chargeable on late payments. Parents who have not paid Fees by the first day of term will be contacted in the first two weeks of term by a member of the Bursar's Office. They will send a reminder informing Parents that interest will be charged should the debt not be settled in full and in cleared funds within seven days of the date of the letter.

If payment is not received within seven days, then interest will be added to the account from the due date of payment of the outstanding invoice(s). Notification of the interest accrual and a second request for payment will then be sent to Parents. This will require payment in full in cleared funds within a further seven days to avoid further action being taken. Parents will be reminded that it is the School Policy for their child not to be permitted to return to School after half term (or other appropriate date) should payment not be made.

In continued default of payment, Parents will be asked to meet or telephone the Bursar within 14 days to discuss the situation. If a satisfactory payment arrangement\* is not otherwise agreed, Parents will be given notice that the pupil(s) will not be permitted to return after half term or at any other point determined appropriate by the School and in accordance with Clause 3Fi) in the School's Terms and Conditions.

Where an extended \*payment arrangement is considered, parents will be required to complete a confidential Statement of Means Form in support of their proposal. Agreement to any such proposal is at the School's discretion.

If payment of fees is still not forthcoming, the Head/Head of the Junior School will telephone parents on the Monday after half term (or other such appropriate date) above to ask them to remove their child/keep their child out of school until the fees are paid. Any notice of exclusion for non-payment of Fees will be confirmed in writing in accordance with the Contract.

If the account of a pupil who has been excluded for non-payment has not been cleared in full 14 days after the start of the exclusion, the pupil will be deemed withdrawn without notice and a term's Fees in lieu of notice will also be due.

An invoice for Fees will be raised and in default of payment, recovery action initiated.

#### **15. Notice of withdrawal or cancellation of a place**

Parents are reminded of their obligation under the School's Terms and Conditions to give at least one full term's notice in writing of the cancellation of a place or the withdrawal of a pupil from the School.

For the avoidance of doubt, clause(s) 3A and 5A of the School's Terms and Conditions requires Parents to give one term's notice to the School to that effect, failing which Fees in lieu of notice will become due and payable as a debt by the Parents on the first day of the cancelled term.

Any notice of withdrawal or cancellation of a place will only be effective if addressed and received by the Head as detailed under clause 16C of the School's Terms and Conditions. Parents are recommended to seek an acknowledgement of any such notice.

For the avoidance of doubt, the School will seek recovery action for Fees in lieu of notice as well as for unpaid Fees.

Where provisional notice has been communicated to the School by the Parents, then this will only remain valid for the term to which it relates. If the pupil remains at the School after this time, then the Parents will be required to give notice strictly in accordance with the School's Terms and Conditions thereafter to withdraw the pupil from the School.

#### **16. Acceptance Fees**

Acceptance fees are charged to cover the administration costs involved prior to your child's admission to the School. Acceptance Fees are non-refundable against fees nor on the cancellation of a place or the withdrawal of the pupil.

#### **17. Fees after suspension or exclusion**

In the event that a pupil is suspended or excluded from the School, then the School will not waive any Fees, nor will it refund any Fees already paid by the Parents.

#### **18. Complaints**

Complaints made by Parents concerning Fees will be considered in accordance with the School complaints procedure. Any such complaint should be raised at the earliest opportunity.

#### **19. Trips**

The School reserves the right to refuse permission for pupils to attend trips or educational visits unless Fees and Extras have been paid in full.

#### **20. Legal action**

The School will instruct solicitors to pursue unpaid debts on their behalf at any point that the School deems that this is appropriate. The School reserves the right to take legal action to recover Fees, Extras, interest and legal costs against all contracting parties, regardless of who actually made payments previously and regardless of any related ancillary relief order(s) in matrimonial proceedings. The School has no obligation to pursue all of the contracting parties in litigation.

Interest at a rate of 3.0% over the School's banks base rate per annum will be charged on the debt as well as any associated legal costs.

#### **21. Joint and several liability**

Parents are advised that in the event there is more than one signatory to the Contract (or more than one contracting party), each of the contracting parties are jointly and severally liable for the whole of the obligations under the Contract. For the avoidance of doubt, this means that they are each responsible for payment of all of the Fees, regardless of who has assumed responsibility for payment of Fees previously.

#### **22. Insolvency and notifications**

Parents are reminded of their obligations to inform the School of any court orders or insolvency proceedings against them. In the event of personal insolvency, the School reserves the right to submit a proof of debt in respect of any outstanding Fees to the appropriate Trustee in Bankruptcy / Supervisor.

#### **23. Self-employed teachers**

The School has no responsibility for the remuneration of self-employed teachers, such

as those providing chargeable after school clubs. Invoices are raised directly by the self-employed teacher to Parents who must pay the self-employed teacher(s) direct in accordance with the self-employed teacher's own terms and conditions.

#### **24. Data Protection and Information sharing**

The School will obtain, use, hold and process "personal data" including "sensitive personal data" about you and your child such as that regarding parents' financial position lawfully and fairly in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulations) and other related legislation. This includes:

- for the purposes as set out in the Privacy Notice for pupils and parents as may be amended from time to time;
- in order to make an assessment of parents' financial circumstances for the purposes of consideration in making a bursary award and/or considering a temporary deferral of fee payment;
- in order to comply with any court order, request from or referral to an appropriate authority, or legal (including the referral to the School's solicitors and to the court to seek payment of any fee debt due), regulatory or good practice requirement; and
- to perform the School's obligations under the Contract, and where otherwise reasonably necessary for the School's purposes including that of an assessment of the ability of parents to pay fees for their child as and when due.

The School also has the right to seek information from current or previous schools about unpaid Fees and to inform any future school or educational establishment of Fees which are unpaid at the School.

**Please also refer to the following policies and documents:**

Terms and Conditions – Website and Admissions Office on request	Schedule of Fees – Website and Admissions Office on request
Acceptance Form – Admissions Office on request	Guidance on Means Assisted bursaries – Admissions Office on request
Fees Refund Scheme – Website and Finance Office on request	Fees, Bursaries and Scholarships leaflet– Website and Admissions Office on request
Fees Information Form – Finance Office on request	Fees in Advance Scheme – Finance Office on request
Privacy Notice for Pupils and Parents – Website and Admissions Office on request	

#### **Monitoring and Evaluation of this policy**

The school monitors and evaluates its Credit Control Policy through the following activities:

- Regular review of outstanding debt by the Bursar and Finance Office

- Regular reporting to and review by the Finance and General Purposes Committee
- Annual external audit
- Review of concerns and complaints registers by SMT and Board of Directors

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September 2018

Next Review  
September 2019