

# Debtor Policy

## Overview

### Purpose

This policy outlines the Scotch College Adelaide expectations relating to the invoicing and payment of all amounts owed to the College by families. It ensures transparency, consistency and fairness in the management of College fees and charges, while supporting the College's financial sustainability.

### Application

This policy applies to any items invoiced by and owed to the College, including but not limited to tuition fees, boarding fees and co-curricular fees.

### Responsibilities

All parents, carers and fee payers who are parties to an Enrolment Agreement with the College are required to comply with this Policy.

### Related documents

Not applicable.

### Rescissions and replacements

This document replaces the previous version of this policy dated February 2022.

### Review

This policy must be reviewed at least every two years or when regulations change (if relevant).

## Policy

### 1 Liability for Fees and Other Charges

The due dates for payment of College fees and other charges is published each year on the Fee Schedule.

Payment by the prescribed dates is strictly enforced unless an agreed alternate payment arrangement is in place.

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The consequences of non-payment are outlined in the Enrolment Agreement and may include the termination of the student/s enrolment.

All statements of account are issued in the name/s of those that have signed in the Enrolment Agreement to be liable for College fees. Where both parents have agreed to be liable for College fees under this Agreement, the liability is joint and several for all fees and charges. Service of any notice on one of the parents will be effective service on all parents.

In the event of divorce or separation, one parent cannot remove themselves from the Enrolment Agreement without the College's and the other parent's consent. This means that unless the College agrees, the legal liability for fees remains in accordance with the Enrolment Agreement.

## 2 Overdue Payments

For accounts that remain unpaid after the due date the College will make all reasonable attempts to communicate with those responsible for payment. Anyone experiencing difficulties paying their account is strongly encouraged to contact the College as soon as possible to discuss the situation.

The College will take the following action on overdue statements of account:

- After **7 days** from the due date, email a reminder statement.
- After **14 days**, issue a final reminder.
- After **28 days**, refer the debt to the College's debt collection agency or take any other action including legal remedies to recover the debt, inclusive of all collection costs, without further notice to the debtor.
- After **42 days**, if the account remains unpaid and there is no mutually agreed active payment arrangement in place, the College may (without prejudice to any other remedy) terminate the Enrolment Agreement by notice in writing to the debtors and exclude the student/s concerned from the College and all its facilities from the date of the notice.

## 3 Administration Charges

In accordance with the College's Enrolment Agreement, accounts which are not paid by the statement due date, or in the event of a payment arrangement not being maintained, may be charged a late payment administration fee of \$55 (including GST).

## 4 Interest Charges

Interest may be applied to overdue accounts. The interest rate will be the prevailing published rate set by the College's banker for commercial overdrafts on the day the interest charge is levied.

Overdue amounts accrue interest based on the daily unpaid balance until paid in full.

## 5 Payment Arrangements

Where a debtor enters into a payment arrangement with the College, it must be agreed and confirmed in writing.

If the debtor fails to comply with the agreed payment schedule, then the College may at its discretion refer the debt to the College’s debt collection agency to take/resume any other legal action to recover the debt, inclusive of all collection costs without further notice to the debtor.

### Definitions

Term	Definition

### Document Control Table

Version no:	Document owner	Approved by	Description of changes	Effective date	Next review date
2.0	Sam Macmillan, COO	Sam Macmillan, COO	Transfer to new policy template. Non substantive changes only.	15/01/2026	15/01/2028