



## Policy Outcomes

This policy should facilitate:

1. Fee levels that consider the financial needs of the school with the ability of parents to pay.
2. Provision of financial resources to maintain the desired educational experience.
3. Provide understanding to parents of their financial responsibility and commitment to pay fees as due.
4. Provision of flexible payment schedules to cater to parents needs and allow the College to achieve required fee collections.
5. An avenue where the College can offer compassion and understanding to families in the provision of payment arrangements.
6. Efficient College collection methods to ensure adequate cash flow, to minimise the use of debt facilities and lessen dependence on outside financial institutions.
7. Periodic review of the policy.

## Principles

Geelong Lutheran College aims to:

- Assist parents to meet their financial responsibilities.
- Have processes and procedures in place to ensure that a family does not accumulate a large debt that is beyond the ability of that family to repay.
- Offer financial assistance in the form of flexible payment arrangements to help any family facing hardship due to the unforeseen circumstances.

The term "Parents" referred throughout this policy, represents all College parents, guardians and caregivers.

## Annual School Fees

All School Fees are set and approved by the College Council on an annual basis. Annual fee revisions are set to be released to parents before the end of the school year.

### 1 Billing Details

- 1.1.1 The College requires that all parent accounts should be in the name/s of the person(s) that signed the agreement for the enrolment, and or re-enrolment, of their child/ren at the College.
- 1.1.2 The College requires both parents to sign the agreement to accept and maintain a position for their child/ren at the College.
- 1.1.3 Where both parents sign the agreement, they remain jointly and severally responsible for all fees regardless of whether payment is made by only one of the parents, or by any other party. This is the case regardless that the College may permit a split billing arrangement or payment plan to be put in place to assist families in extenuating circumstances.

- 1.1.4 If a parent has an arrangement for an account to be settled by a third party, then the Account will be issued to the parents and they must arrange for the third party to make payment.

## **2 Change to Billing details**

- 2.1.1 Parents are required to immediately inform the College of any change in billing details via the College's Finance Officer e.g. name or address. Application for split billing or change of parent responsibility must be emailed to fees@glc.vic.edu.au. For further information regarding split billing arrangements refer to the Billing and Payment of Fees.

## **3 Split Billing**

- 3.1.1 The College may allow fee accounts to be split between two separated parents where both are responsible for the payment of College fees.
- 3.1.2 Application for split billing must be made in writing and must be agreed by the parents and supported by a Court Order where applicable. Signed and completed application forms should be sent to the Finance Manager. The College will formally advise parents of acceptance of the split fee payment arrangement and the new payment arrangement will apply to the balance of the account as at the acceptance date and for all accounts issued after the acceptance date.
- 3.1.3 When approved by the College, the split fee arrangement only determines the extent to which parents will contribute to the payment of fees. It does not override the enrolment agreement for the purposes of acceptance of financial liability for the payment of fees by the parents.
- 3.1.4 Both accounts from a split billing situation must be paid and finalised as per payment arrangements approved by the College to comply with the Tuition Fee & Debt Collection Policy of Geelong Lutheran College. When an account in arrears applies to only one party in a split billing situation, copies of all written correspondence, sent by the College, relating to the payment issue, will be forwarded to the other party. Any changes to a split fee payment arrangement must be agreed by both parties before any arrangements are changed. If no agreement can be reached with respect to payment of outstanding monies due and payable, the parents remain jointly and severally liable for payment of all amounts owing under the enrolment agreement.
- 3.1.5 Parents are expected to pay all fees in accordance with an approved split billing arrangement or Payment Plan unless satisfactory payment arrangements have been previously agreed to and formally acknowledged between the College and the parents.

## **4 Court Orders**

- 4.1.1 Parents acknowledge and understand that the College is not bound by any Court Orders or Child Support Assessments, Orders or Agreements as between the parents regarding payment of accounts. Further, parents agree to expressly permit the College to obtain a full, complete and unredacted copy of any and all relevant Court Orders and Child Support Assessments, Orders or Agreements as between said parents that relate to any child/ren enrolled at the College.

## **5 Billing Process**

### **5.1 Annual Fee Invoice**

- 5.1.1 All fees, charges and levies are billed in January each year. Parents/guardians will receive notification of the Payment Plans available for selection via the Payment Options & Direct Debit Form.

- 5.1.2 Payment options available in that year, must be selected by January. After this closing date, parents will receive notification via email of their Payment Plans and the date this will commence.
- 5.1.3 Parents who have formally agreed to pay the fees and charges by instalments are expected to make payment in accordance with the terms of the Payment Option. If the Payment Options & Direct Debit Form is not complete by the due date, parents accounts will be defaulted to the monthly instalment option.
- 5.1.4 All tuition fees **must** be paid via Direct Debit by completing the Payment Options & Direct Debit Form. Failure to submit a completed form may result in the following actions taken by the College until this form is received. These include, but are not limited to:
- Postponing the return of the students to on-site learning
  - Excluding students from participating in events and extra-curricular activities
  - Imposing a financial penalty up to a maximum of \$500
- 5.1.5 Failure to pay fees in accordance with the Fee Payment Requirements will result in the College invoking the Debt Collection procedures and withdrawing access to certain College offerings.

## 5.2 Issuing of Invoices

- 5.2.1 Invoices will be issued at the beginning of each subsequent year. Note that hard copy invoices are only available by post if requested by emailing fees@glc.vic.edu.au.

## 5.3 Periodic Statements

- 5.3.1 In addition to the invoices outlined above, the College will produce electronic periodic statements which will be sent via email. These statements will include receipts and adjustments on the account throughout the period.

## 5.4 Payment Plans & Options

- 5.4.1 Payment Plans are offered by the College, providing parents with the financial benefit of spreading the payment of their Annual Fees over the College year. The offer of a Payment Plan may be withdrawn at the Business Manager's discretion at any time. The period over which instalments are paid is at the discretion of the College.
- 5.4.2 The College will endeavour to structure Payment Plans offered to parents to ensure that there is no outstanding debt at the end of Term 4, however there may be instances where certain charges are incurred during the year which result in an outstanding balance at the end of the year. Parents are required to pay all outstanding balances by 15 November.
- 5.4.3 Parents who fail to pay periodic payments in accordance with the agreed terms of the Payment Plan will be considered in breach of their enrolment agreement and will be pursued in accordance with the Debt Collection procedures.
- 5.4.4 Parents can choose one of the following arrangements to pay their Fees (excluding ad hoc charges):

Preferred Payment Arrangement	Available Payment Options
Full Year Payment in Advance <i>(Payment by due date will receive the advertised % discount on fees.)</i>	(a) Direct Debit via nominated bank account or credit card. Visa and MasterCard only. Alternative payment options need to be approved by the Business Manager.
Payment Plan: Quarterly (4), Monthly (10), Fortnightly (20) <i>(Due dates are detailed in the Payment Plan)</i>	(a) Direct Debit via nominated bank account or credit card. Visa and MasterCard only. Alternative payment options need to be approved by the Business Manager.

## 5.5 Responsibility for Payment of Fees

- 5.5.1 Parents acknowledge that by signing the enrolment agreement and agreeing to the Conditions of Enrolment, they are jointly and severally responsible for payment of all fees, levies, charges or other amounts incurred as a result of enrolling their child/ren at the College.
- 5.5.2 Responsibility for all amounts owing subsists with both parents throughout the attendance of their child/ren at the College irrespective of what may happen to the relationship (if any) of the parents (refer above regarding split billing arrangements in the case of relationship breakdown).
- 5.5.3 While it is acknowledged that changes in marital and family relationships can occur during the period of a child's enrolment, which may lead to a mutually agreed change to College fee responsibility or an agreement to split the fee account, the College regards the acceptance of financial liability under the enrolment agreement and Conditions of Enrolment as legally binding.
- 5.5.4 As such, the College reserves the right to pursue either or both parents with regard to outstanding College fees in accordance with its legal rights. Further, should the matter proceed to debt collection, students may be withdrawn from the College until such time as payment issues are resolved to the satisfaction of the College.

Note - Non-payment of enrolment fees, tuition and or any other payments or charges, may result in the child's position at the College being terminated (refer also to the Conditions of Enrolment for further details).

## 6 Debt Collection Procedures

- 6.1.1 The College Council authorises the Business Manager and the Head of College to take any necessary steps to recover outstanding fees.
- 6.1.2 The College will take the following course of action if fees are not paid by the due date or instalment payments are not made by the required date.

Action
Finance Officer will send a Reminder
Finance Officer will send a Final Reminder
Matter will be escalated to Finance Manager
Matter will be escalated to Business Manager & Head of College
Enrolment will cease
Debt Collection Procedures will commence
Legal Action

- 6.1.3 The Business Manager and the Head of College have the discretion to waive the debt collection procedures for parents who have contacted the College and have a legitimate reason for not making payments when they are due e.g. financial difficulty.

## 7 Debt Collection Fees

- 7.1.1 Any debt collection and/or legal fees, commissions and charges incurred by the College shall be legally recoverable from parents. These charges will be billed to the account when advised to the College.

## **8 Financial Arrangements**

- 8.1.1 In special circumstances, the College will consider requests from parents who are unable to pay the fees in accordance with the Tuition Fees & Debt Collection Policy due to medical, financial or domestic circumstances that may require compassionate consideration.
- 8.1.2 Under these circumstances, the College may agree to enter into a formal financial agreement where
  - a) repayment of fees can be deferred; or
  - b) an alternative payment schedule can be arranged. Note such arrangements do not alter contractual arrangement between the parties pursuant to the Enrolment Agreement and the College reserves the right to pursue its full legal rights against the parents at any time with reasonable notice, notwithstanding the existence of such alternative financial arrangements, should it choose to do so.
- 8.1.3 Parents must apply for financial arrangements in writing to the Business Manager.
- 8.1.4 Financial arrangements are entirely at the joint discretion of the Business Manager and the Head of College.
- 8.1.5 Further debt collection action will cease, if formal financial arrangements are agreed to by both the College and the parents.
- 8.1.6 The agreed financial arrangements will be confirmed in writing by the College and parents will be required to agree to the terms of the agreement before it is formally accepted by the College.
- 8.1.7 Any approved financial arrangements not strictly adhered to will be withdrawn immediately upon default and recovery action on the outstanding debt will commence.
- 8.1.8 All financial arrangements will be reviewed at the end of each College year.

## **9 Persistent/Deliberate Default of College Fees**

- 9.1.1 If in the Head of College's opinion parents are considered persistent or deliberate default payers, then the Head of College can choose to suspend a student's position at the College until such time that the outstanding fees and charges have been paid or remove the student from the College roll permanently.

## **10 Implications of Legal Action**

- 10.1.1 If the College is required to seek legal action for the recovery of outstanding sums, then the student(s) will be debarred from College, until such time that the amounts are paid in full or an arrangement satisfactory to the College has been agreed.