Bacchus Marsh Grammar

School POLICY

FINANCE

Debt Collection Policy

Approved by the School Board: 28 October 2026

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Debt Collection Policy

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1 Overview

1.1.1 The Bacchus Marsh Grammar (School) Board authorises the School, via the Chief Financial Officer and the Principal and/or their delegate, to investigate any non-payment of fees (Payment Default) and/or take any necessary steps to recover outstanding fees.

1.1.2 In the event that fees are not paid by the due date, or instalment payments are not made by the required date, the School will follow this Policy when considering debt collection action and/or charging any related administrative fees.

1.1.3 The School has discretion to waive debt collection action against parents/guardians who have contacted the School in a timely manner to discuss alternative financial arrangements, and/or have a legitimate reason for not making payments as when they fall due, e.g. demonstrated financial hardship, with supporting evidence. Please refer to Sections 3 and 4, respectively, below for further details.

2 Administration Fees

2.1.1 The School reserves the right to charge an administrative fee to parents/guardians for overdue accounts or for breaches of an approved payment plan as follows:

Table 1

Action/Administrative Fee Type	Timing of the Action	Amount
Default Payment Fee	Will apply for each occasion a parent/guardian defaults on an instalment	$30
Overdue Account Fee	An administration fee will be charged for each 14-day period the account is in arrears	$50
The School will send a reminder	When fees remain unpaid by the due date	Nil
The School will send a second reminder	When fees remain unpaid by the due date	$50
The School will send a final reminder	When fees remain unpaid by the due date	$50
Debt collection procedures will commence	If all Debtor Management Procedures have been duly exhausted or disregarded	$200
Legal action	If the debt collection procedures prove unsuccessful	Legal fees on-charged

2.1.2 A Payment Default Fee of $30 will apply for each occasion a parent/guardian defaults on an instalment, unless the reason for the default is an administrative error on behalf of the School. The School will reattempt to deduct the instalment on the next business day. After three (3) consecutive unsuccessful reattempts, Debtor Management Procedures will commence.

2.1.3 Parents/guardians should be mindful that if payment plan instalments default more than three (3) times within the current school year, the payment plan may be cancelled. If this occurs, all remaining instalments for the year will be required to be paid in full immediately.

2.1.4 An Overdue Account Fee of $50 will apply for each fourteen (14) day period an account is in arrears. Overdue accounts must be paid in full, and must be received in the School's account by no later than 2:00pm on the due date.

2.1.5 Each time the School issues a second reminder or final reminder, an administration fee of $50 will be applied to the relevant account, as set out above, unless a satisfactory financial arrangement has been formally agreed to by the School.

2.1.6 An administration fee of $200 will apply when an account has been referred for debt collection.

2.1.7 Any administrative fees charged in accordance with this Policy will be billed to the parent/guardian account and are payable in addition to any outstanding instalment fee(s), any other administration charges and/or interest applicable (if any).

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2.1.8 Non-payment of any administrative fee will be considered non-payment of fees for the purposes of the operation of this Policy.

3 Debt Collection Fees and Legal Costs

3.1.1 Parents/guardians will be responsible for the payment of all debt collection and/or legal fees incurred by the School for the recovery of outstanding debts. These charges will be billed to the parent/guardian account when advised to the School.

4 Financial Arrangements

4.1.1 In special circumstances, and in accordance with this Policy, the School may, at its discretion, consider requests from parents/guardians who are experiencing medical, financial or domestic circumstances that affect their ability to pay fees as they fall due and may warrant compassionate consideration, for alternative financial arrangements.

4.1.2 Under these circumstances, the School may agree to enter into a formal financial arrangement where:

a) repayment of fees can be deferred; or
b) an alternative payment schedule can be arranged.

4.1.3 Note: A financial arrangement does not alter the contractual arrangement between the parties pursuant to the Enrolment Agreement, and the School reserves the right to pursue its full legal rights against the parents/guardians at any time with reasonable notice, notwithstanding the existence of such alternative financial arrangements, should it choose to do so.

4.1.4 Parents/guardians must apply for financial arrangements in writing to the School.

4.1.5 Financial arrangements are entirely at the discretion of the Principal and/or their delegate, and the School is not obliged to provide reasons for refusal to grant such an arrangement.

4.1.6 Further debt collection action will cease if formal financial arrangements are agreed to by both the School and the parents/guardians and the arrangements are adhered to.

4.1.7 Any agreed financial arrangement will be confirmed in writing by the School and parents/guardians will be required to agree to the terms of the agreement before it is formally accepted by the School.

4.1.8 Any approved financial arrangement not strictly adhered to will be withdrawn immediately upon default and recovery action on the outstanding debt will commence or recommence.

4.1.9 Any financial arrangement will involve a minimum repayment equivalent to 5% of the outstanding balance, as a sign of good faith on the part of the parents/guardians.

4.1.10 The financial arrangement will apply only for the current school year, and all Fees subject to the arrangement must be paid in full by the end of that School year.

4.1.11 All financial arrangements will be reviewed at the end of each School year.

5 Persistent / Deliberate Default of School Fees

5.1.1 If, in the Principal or their delegate's opinion any parent/guardian is considered to be persistently or deliberately defaulting on payment obligations, whether for school fees or under a financial arrangement, then in addition to any consequences outlined in this Policy, the School may also impose one or more sanctions listed on any student enrolment(s), as listed in the Conditions of Enrolment.

6 Implications of Legal Action

6.1.1 If the School is required to undertake debt collection procedures and/or legal action for the recovery of outstanding fees due to default of payment, then the School may suspend the student's enrolment at the School without further notice until such time as the amounts are paid in full or an arrangement satisfactory to the School has been agreed to.

6.1.2 The School also reserves the right to remove the student/s from the School roll permanently where outstanding amounts remain unresolved.

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6.1.3 If a default payment is not remedied after debt collection procedures have commenced, the School may seek legal action in accordance with 'The Timing of the Action' for Legal Action listed in Table 1.

6.1.4 Further sanctions may also apply as per Section 5 of this policy.

7 Authorisation

School Document Name	**Debt Collection Policy**	
Approval Authority	**Chair of the School Board**	
Approval Signature	Diana Taylor **Chair of the School Board** **Bacchus Marsh Grammar**	
Administrator	**Company Secretary**	Kerryn Browne
Approval Date	**28 October 2026**	
Date of Next Review	**28 October 2029**	To be reviewed every three years

8 History

Date	Amendment
26 October 2019	1. Reviewed
28 October 2020	2. Reviewed and updated format
30 November 2022	3. Reviewed and updated debt collection referral fee
30 July 2025	4. Reviewed and updated amounts in Table of Actions
28 October 2026	5. Reviewed and updated timing of actions and amounts in Table 1

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