



KESSER TORAH COLLEGE

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FEE POLICY

Welcome to Kesser Torah College (KTC). We appreciate you choosing KTC for your child's education.

We strive to be more than just a school. The KTC community aims to become family where we know and value each member.

KTC is proud of its Chabad ethos and philosophy. We believe in providing an affordable Jewish education of the highest quality for every Jewish family and value the fact you have chosen a Jewish education for your child. Our teachers are some of the most professional and dedicated, offering your child an excellent Jewish and General education in a warm and nurturing environment.

Rationale:

KTC recognises the entitlement of all Jewish students to access educational opportunities. KTC endeavours to offer an affordable Jewish education of the highest quality. No Jewish family should be denied a Jewish education due to a genuine incapacity to pay all, or part of, their child's/children's school fees. School fee assessment processes will be applied in a just, respectful and compassionate way. KTC families who have the capacity to pay school fees and who are not in genuine financial hardship have an obligation to pay school fees. This policy exists to ensure fair and equitable school fee collection processes apply to all KTC families.

1. KTC school fees:

1.1 KTC school fees are determined on an annual basis and will be paid in accordance with the payment method selected by you (as parent or guardian) on behalf of your child/children from the options provided by KTC. Upon enrolment, all parents and/or guardians acknowledge and agree that they will be jointly and severally liable for the financial commitments as determined by KTC in its absolute and sole discretion.

2. Payment method:

2.1 All KTC families are required to finalise all school fee payment documentation, including but not limited to a payment plan (if applicable) that is determined by KTC, by no later than January of the calendar year. If an agreed payment plan for the year's KTC school fees is not finalised by this date then, at the discretion of KTC, a child/children of that family may not have access to tuition at the College. That is: tuition will be withdrawn until a suitable payment plan is in place. Please contact, Mrs Sara Benjamin – KTC Bursar on (02) 9301 1113 or sara.benjamin@ktc.nsw.edu.au to arrange your preferred payment method from the options provided to you.

3. Financial assistance:

- 3.1 If you have a particular payment issue, please contact the KTC Bursar, as KTC has financial assistance available, which is administered in a strictly confidential nature.
- 3.2 KTC families who do not have the capacity to pay their full school fees will be eligible to apply for financial assistance via the KTC Bursar, using the fee assistance application process. The fee assistance application process entails truthfully completing the KTC Fee Relief Assessment Form by the student's/students' fee payer(s), and lodging with the KTC Bursar with the required supporting documentation, as listed in the procedures. The KTC Bursar may request an interview with the student's/students' fee payer(s). If so, then the student's/students' fee payer(s) must within 5 days of request, arrange an interview at a time convenient to the KTC Bursar and the student's/students' fee payer(s). The interview may be no later than 10 days after request by the KTC Bursar.
- 3.3 Financial assistance must be finalised by no later than January of each calendar year. If financial assistance is not agreed for the year by this date then a child/children of that family may (at the discretion of KTC) not be granted permission to attend KTC until a suitable financial assistance plan is in place.
- 3.4 Details of a family's financial circumstances are to remain strictly confidential to those authorised by KTC to access the information. On completion of the fee assistance application process by the KTC Bursar, in collaboration with the KTC Fee Committee, KTC may be able to offer financial assistance to families in genuine financial hardship. Any financial assistance is valid for that calendar year only and must be reapplied for each calendar year in accordance with the KTC school fees policy. In the circumstances that a family applies for, but does not meet the threshold for financial assistance (in KTC's discretion), KTC may work out a payment plan with the family to ensure that no financial hardship occurs.
- 3.5 In cases of family emergency (e.g. illness, death or loss of income where there is no income protection or life insurance) KTC may give financial assistance at its absolute and sole discretion.

4. Billing of KTC school fees:

- 4.1 KTC school fees will be billed once per calendar year, at the start of the calendar year, being before the end of February. KTC school fees are payable either in its entirety at the start of the calendar year, being before the end of February, or each term's KTC school fees are payable on or before the first day of each term. A final account for extras and incidentals may be sent at the end of the calendar year, being before the end of December and are due for payment within fourteen (14) days of the tax invoice date.

5. Billing of KTC school fees via payment plan:

- 5.1 If a monthly payment plan is agreed with KTC, then KTC school fees will be paid by monthly instalments using direct debit authority on the 1st day of the month.
- 5.2 Kindergarten to Year 12 will be paid by monthly instalments using direct debit authority in ten (10) monthly instalments commencing 1 February to 1 November each calendar year.
- 5.3 If a weekly payment plan is agreed with KTC, then this will be at the absolute and sole discretion of KTC.
- 5.4 Please note KTC is not a credit facility.

6. Payment of KTC school fees:

- 6.1 All KTC families are required to settle outstanding KTC school fees within the prescribed terms of their agreed payment method.
- 6.2 Payment plans will be strictly enforced.
- 6.3 If KTC school fees remain unpaid outside our standard terms, KTC reserves its rights to apply the KTC school fees policy in its absolute and sole discretion.
- 6.4 If KTC school fees remain unpaid outside our standard terms, students will not be eligible to attend optional KTC events, including but not limited to interschool competitions and interstate and overseas tours, without the KTC College Principal's (currently Mr Roy Steinman) consent in his absolute and sole discretion.
- 6.5 If payment of KTC school fees is rejected for whatever reason and KTC incurs any charges whatsoever, including but not limited to bank charges and credit charges, then KTC may pass on any charges incurred to the fee payer(s) of the relevant student's/students' account.
- 6.6 KTC school fees are deemed overdue at the expiry of fourteen (14) days from the date they are due.

7. Method of Payment of KTC school fees:

- 7.1 Payment by the fee payer(s) may be made by cash, cheque, credit card or other suitable method as agreed between you and KTC.
- 7.2 Only VISA and Mastercard credit card facilities are offered as a method of credit card payment. Subject to change, there will be a one point five per cent (1.5%) surcharge for VISA and Mastercard effective from Term 1 each year. For avoidance of doubt, KTC does not accept American Express, Diners Card or any other credit card or charge card.

7.3 All direct debit payments are set up to satisfy the agreed terms. Failure to strictly follow direct debit payments may lead to the cancellation of your arrangement. If KTC cancels your arrangement due to failure to follow direct debit payments, then you acknowledge and agree this will make all outstanding amounts due and payable immediately.

8. End of Term review:

8.1 If by the end of each Term, KTC has not received payment in full for outstanding KTC school fees, and every opportunity has been given to settle the outstanding KTC school fees, then KTC will have the following options in its absolute and sole discretion:

8.1.1 Notify you that tuition will be withdrawn from your child/children and that this will continue until such time as the outstanding KTC school fees are paid in full (as determined by KTC) or an agreed payment plan with KTC has been entered into; or

8.1.2 Refer the dispute in relation to outstanding KTC school fees to a Dayan, being Rabbi Mottel Krasnjanski, or such other Dayan as he may decide, who shall, after giving both parties the opportunity to provide submissions as to their respective positions, determine the dispute as a binding arbitration. The Commercial Arbitration Act 2010 (NSW), shall apply to the determination of the dispute. KTC shall initially pay any fees charged by the Dayan, but if the dispute is resolved adversely to the family of the student, then the Dayan may determine as part of the arbitrated award that some or all of the Dayan's fees are payable by the family of the student. Both KTC and the family of the student/s shall accept the ruling of the Dayan as a binding halachic (*Bein Ledin Bein Leotas*) determination of their dispute and agree and acknowledge that his determination shall be enforceable pursuant to the laws of NSW, and is intended to be a final determination of the dispute. If the family of the student/s involved in the dispute with KTC in relation to outstanding school fees does not accept the appointment and/or authority of Rabbi Mottel Krasnjanski, or such other Dayan as he may decide, then KTC will have the right to commence legal proceedings in accordance with the laws in force in the State of New South Wales, and each party will submit to the non-exclusive jurisdiction of the courts of that State.

9. End of Calendar Year review:

9.1 If for whatever reason KTC has not received payment in full for outstanding KTC school fees by 1 December, and every opportunity has been given to settle the outstanding KTC school fees, then you will be notified that tuition will be withdrawn from your child/children without further notice.

9.2 Withdrawal of tuition will continue until such time as the outstanding KTC school fees are paid in full (as determined by KTC) or an agreed payment plan with KTC has been entered into.

- 9.3 If KTC determines to withdraw tuition from your child/children, then outstanding KTC school fees become payable immediately in full.
- 9.4 Subject to clause 8.1.2, all families of students who leave KTC without settling their entire debt for KTC school fees will be pursued using the full force of the law.
- 9.5 KTC may on-charge parents and/or guardians any expenses associated with recovery of KTC school fees, including but not limited to loss of interest, debt collection fees and legal fees.
- 9.6 You acknowledge and agree to allow KTC to provide to third parties, including but not limited to KTC's legal advisors, relevant financial information and other information held by KTC to attend to the necessary processing for outstanding KTC school fees.

10. Withdrawal of student/s by parents and/or guardians:

- 10.1 Should you decide to remove your child/children (for any reason) from KTC you are required to provide one (1) full term's written notice (or one (1) full term's school fees per student in lieu of notice).
- 10.2 Notice of withdrawal must be sent in writing to the College Principal (currently Mr Roy Steinman) at roy.steinman@ktc.nsw.edu.au.
- 10.3 Should you decide to withdraw your child/children (for any reason) from Carl Rose Early Learning School (CRELS) and/or KTC Education and Care Centre (ECC), or reduce days attending CRELS and/or ECC, you are required to provide four (4) weeks' written notice to the Director of the CRELS and ECC.

11. Responsibility of Parents and/or Guardians:

- 11.1 Upon enrolment, all families commit to supporting KTC by paying KTC school fees as determined by KTC in its absolute and sole discretion.

12. Entire policy:

- 12.1 This fee policy constitutes the entire policy between KTC and you in relation to KTC school fees. All prior discussions, undertakings, agreements, arrangements, representations and warranties in relation to this subject matter are replaced by this policy and have no further effect.

13. Variation:

- 13.1 KTC reserves the right to vary the terms of this policy from time to time. Notice of any variation will be deemed to have been provided to you when KTC sends the policy to you (either physically handed to you, or via email to your last recorded email address on the student's account, or physically mailed to your last recorded address on the student's account, or when the Policy has been updated on KTC's website).

14. Paramourncy of policy:

- 14.1 If this fee policy conflicts with the *Guidelines for Resolving Complaints* relating to fees (see the Kesser Torah website) or any other document, agreement or arrangement (both agreed previously or current) in relation to KTC fees, then this policy prevails to the extent of the inconsistency.

15. General:

- 15.1 I acknowledge and agree if I do not sign, date and return the KTC school fees policy to KTC, but continue to enter into communication with KTC or send my child/children to KTC as a student, then I jointly and severally acknowledge and agree to be legally bound by the policy as amended from time to time.

16. Documents attached to Policy:

1. *Guidelines for Resolving Complaints* (relating to fees) and
2. Fee Schedule for KTC 2017