

BFIS DEBT COLLECTION POLICY

BFIS Mission

Our purpose is to engage our diverse school community in the pursuit of educational excellence and success for all students. (BFIS Mission Statement)

INTRODUCTION

Parents/Legal Guardians/Companies are required to sign the Educational Commitment Contract and the Enrollment Contract in order to attend the school. Appropriate completion of such documents is very important in view of possible legal proceedings that may be brought forth in the future.

SCOPE

The policy's purpose is:

- To develop standard procedures for debt management and collection of debt
- To create a culture that all debt is followed up within a specified time frame
- To assist BFIS in delivering committed services
- To assist in maximizing cash flow by preventing any unpaid fees.

This policy applies to all persons and organizations that owe monies to BFIS.

This policy will take effect as of April 1st, 2016.

REGULATION

- a) The Parent/Legal Gaurdian/Company contract, as well as any associated documentation, must be appropriately completed.
- b) The Enrollment Contract establishes that failure of payment of fees will lead to the discontinuation of services rendered by the school.
- c) The terms and conditions of BFIS require the parents/legal guardians/company to pay in advance annually, or monthly during the first week of the month.
- d) Invoicing must be carried out on a timely basis in order to allow parents/legal guardians/company to promptly comply with their payment obligations or to notify the school of any problem to complete their contractual payment commitment.
- e) From the moment that a direct debit is returned or an invoice is unpaid, the debtor must be identified, and the designated Financial Assistant must proactively contact the debtor by telephone or email. This process will alert the school, on a timely basis, regarding possible

financial problems, whether they are due to employment matters, individual insolvency, dismissal, divorce, or serious or chronic illnesses.

- f) In the event that no response is received, and payment has not been received within the next 30 days from the invoice date (i.e. two unpaid monthly fees at this point), a letter must be sent (Annex I) requesting that payment be made or, if payment is not possible, that the debtor contact the BO or DFO of the school to agree on a payment plan , Debt Acknowledgement Contract (Annex IV).
- g) If no payment is received during the 14 days following the date that first letter is sent, the second standard form will be sent (Annex II). This letter raises the possibility of initiating legal actions if no payment is received, as well as the possibility that the school will suspend the student from classes while such payments remain in default.
- h) If payment is still pending 10 days following the date that second letter was sent, a third standard form letter must be sent (Annex III), notifying the debtors that the situation will be handled with the intervention of an attorney and teaching services will be suspended. This letter must be sent by registered mail (burofax).
- i) If during this process the debtor were to contact the school in order to reach an agreement on the debt payment terms, the standard Debt Acknowledgement Contract (Annex IV) must be used establish the terms of the agreement. The parties, parents/legal guardians/company and HoS, must sign all of the pages of the agreement as acceptance of the agreement.
- j) In the event that the debt increases throughout the process of sending letters as established in the points above, the process will not be stopped, but instead the new outstanding invoices will be added to the balance of the claim.
- k) If during the process of sending letters any partial payment is collected that does not satisfy the existing debt, the collection process described will continue nevertheless.
- l) If the payment schedule agreed on the Debt Acknowledgement Contract is not fulfilled, a notification will be sent (Annex V), and the school must begin the collection process as described in point g).
- m) If during the collection process BFIS decides to suspend students from classes, a burofax, signed by HoS, will be sent to the debtor notifying them of the decision. The Chief Educational Inspector of the area will be informed that the student has been suspended (AnnexVI)
- n) Unpaid balances are subject to the legal interest of delay payments.
- o) Recurring defaulters Regulation:

By recurrent defaulters, we refer to these customers, who are repeatedly delayed in the payment of monthly fees.

1. BFIS will consider to condition the place for the next school year to the payment in advance of an annuity of the educational services, before the start of the school year
2. For families of continued delinquency, with a debt claim process in progress and without a payment plan agreement, the BFIS will reject the student's registration and will not guarantee the place for the following school year
3. Customer with whom the debt claims process has been initiated on two previous occasions. To the third situation of delinquency, and once it is solved, to guarantee the continuity of the students in the school, BFIS could request a deposit equivalent to 3 months of educational fees.
The school will return the deposit when it will be considered that there is not risk of new defaults.
The existence of a deposit does not prevent the claim of new debts.

4. BFIS will suspend all the extra services (lunch, bus, trips, overnight trips,...) to defaulter families .

RESPONSIBILITIES

The Admissions Office will be responsible to ensure that the required documentation - Educational Commitment Contract and the Enrollment Contract - are completed properly.

The Financial Department (Business Office) will be responsible for preparing the invoices, ensuring internal controls are applied to identify outstanding invoices, carrying out recovery actions, and reporting the debt status to the DFO.

The Admissions Office and the BO staff will maintain procedures to support the implementation of this policy.

The DFO will be responsible for reviewing debt reports, developing appropriate debt recovery plans, informing and involving the HoS and Treasurer if necessary.

The HoS must approve any proposed payment plans.

ADDITIONAL INFORMATION

If anything is unclear within the policy, please seek further guidance from the DFO and Business Office, who will be happy to answer any questions you might have.

Annex I

Barcelona, of April 2016

Name of the student/s:
Unpaid teaching fees:
Month, 201x:

We hereby remind you that the fees (and additional services) noted above remain outstanding as of the date of this letter.

Therefore, we ask that you please remedy this situation within the following **14 calendar days**. If there is a reason that you are unable to make this payment, please contact the Business Office immediately.

Otherwise, if we do not hear from you and payment is not made, we will be obliged to take the appropriate measures as established in the BFIS Enrollment Contract signed by you and the school.

Yours faithfully,

XXXXXXX

Director of Finance and Operations

Annex II

Barcelona, of April 2016

Name of the student/s:
Unpaid teaching fees:
Month 201x:

In view of the letter we sent you on XX XX XXX, and since we have yet to receive any news from you, we would like to remind you that the fees and additional services (as well as the default interest related thereto which amount to) remain outstanding.

We regret to inform you that if payment thereof is not made in a new term of 10 calendar days as from the date hereof, the school will be obliged to consider the possibility of taking legal actions.

Additionally, we would like to remind you that the school reserves the right to exclude XXXXX(pupil name) from these classes whilst said fees remain unpaid.

Yours faithfully

XXXXxxx
Director of Finance and Operations

Annex III

Barcelona, of April 2016

Name of the student/s:
Unpaid teaching fees:
Month 201x

I am contacting you to notify you that based on your failure to respond to the letters sent on ... and....., we will forward your case to our attorneys to bring forth legal actions to remedy the default payment situation you have maintained in relation to the services detailed above.

Please be informed that such actions entail legal costs and expenses which you may have to assume.

The school will send all of the information related to your case to our lawyers if said debt situation persists over the course of a new term of 7 calendar days as of the date of this letter.

Furthermore, and in accordance with the BFIS Enrollment Contract signed between the parties, we regret to inform you that as of date XXXX your child will be suspended from school until said situation is remedied.

Yours faithfully

XXXXXXXXXX
Head of School

Annex IV

ACKNOWLEDGEMENT OF DEBT BY AND BETWEEN

Mr. XXXXXX, of legal age, of Spanish nationality, with National ID no. XXXX, married, inhabitant of Barcelona, XXXXXXXX.

AND

Mr. XXXXXXX of legal age, with Foreigner's ID no. YXXXXXXXXG, acting on behalf of and in representation of Fundación Privada Benjamin Franklin, with registered office at Martorell i Peña, 9, 08017, Barcelona, and with Corporate Tax Identification no. G58203522, recorded in the Register of Private Foundations of the Catalan Government, under no. 242, on 4 June 1986. Incorporated by document of public record on 27 May 1986, before Mr. Vicente Font Boix, a notary public, with protocol number 1464, in accordance with the powers conferred to the aforementioned individual, who guarantees that such powers have not been revoked.

Acknowledging their sufficient legal capacity and competence to enter into this deed, the aforementioned parties,

DECLARE

That the enrolment of his/her/ their children, XXXXXXX, as a pupil of Colegio Benjamin Franklin, has resulted in the accrual of a debt of EUR XXXXX (XXXXXX euros), which remains outstanding and is owed to the aforementioned school.

That as of today, Mr. XXXXXXX is unable to service the said debt.

That in order to address the situation caused by the aforementioned debtor, the contracting parties, bound by their own free will, hereby enter into this ACKNOWLEDGEMENT OF DEBT AND DEFERMENT OF PAYMENTS AGREEMENT, which shall be governed by the following clauses.

CLAUSES

FIRST. - That Mr. XXXXXXX ACKNOWLEDGES OWING the sum of EUR XXXXX (XXXX and XXXXX euros) to Fundación Benjamin Franklin, equivalent to the outstanding school fees of his XXXXXXX for the period from XXXXXX.

SECOND. - Mr. XXXXXX, is hereby required to repay the full debt due, which amounts to EUR XXXX (XXXXXXXXXX euros) as follows:

- The sum of EUR XXXXX (XXXXXXXXXX and XXXX euros) must be reimbursed on or before XXXXXXXXXXX
- However, the debtor may proceed to cancel the outstanding debt payable at any time in advance of this date.

All payments must be made by bank transfer to the account of Opened with the financial institution (bank or savings bank), customer account code: (insert 20 digits)

THIRD. - In the event of default, the creditor shall be authorised to seek legal action, without the need for any prior notification. Lack of payment will entitle Benjamin Franklin to cancel the offered services.

FOURTH. – Mr. XXXXXX required to submit this AGREEMENT OF ACKNOWLEDGEMENT OF DEBT TO PUBLIC RECORD should he be requested to do so by Fundación Privada Benjamin Franklin, for which he is required to attend the Notary Public Office of the city, as may be designated, at the date and time agreed for the execution of the public deed to take place.

FIFTH. – All fees and taxes accrued resulting from this acknowledgement of debt and deferment of payment agreement, including those costs incurred as a result of the execution of a public deed for the collection of the said debt, if necessary, shall be borne by XXXXXXXXXXX.

SIXTH. - The parties hereby submit themselves to the jurisdiction of the Courts and Tribunals of Barcelona, expressly waiving any jurisdiction of their own, for all legal action resulting from this contract.

In witness thereof, in accordance with all the foregoing, the parties hereby sign this deed in duplicate to the relevant legal purposes in..... on , 201

Signed:

Signed:

Annex V

Barcelona, of April 2016

Name of the student/s:
Unpaid teaching fees:
Month 201x

I am contacting you in order to notify you that in view your failure to respond to our communications and the breach of the Acknowledgment of Debt Agreement signed last xxxxx. We will forward your case to our attorneys to bring forth legal actions to remedy the default payment situation you have maintained in relation to the services detailed above.

Please be informed that such actions entail legal costs and expenses which you may have to assume.

The school will send all of the information related to your case to our lawyers if said debt situation persists over the course of a new term of 10 calendar days as from the date of this letter.

Furthermore, and in accordance with the BFIS Enrollment Contract signed between the parties, we regret to inform you that as of date (actual date XXX) your child will be suspended from school until said situation is remedied.

Yours faithfully

XXXXXXXXXX
Head of School

SPANISH LETTERS/ CARTAS ESPAÑOL

Annex 1

Estimado/a [nombre del padre o madre]

Nombre del alumno/s:
Fees de enseñanza impagados:
Mes 201x:
Servicios adicionales:

Mediante la presente, queremos recordarles que los fees (y servicios adicionales) mencionados arriba permanecen impagados a la fecha del encabezado del presente escrito.

Por ello, les rogamos que procedan a regularizar dicha situación dentro de los 14 días naturales siguientes, o contactar inmediatamente con la Business Office para resolver la situación.

En caso contrario, nos veremos obligados a tomar las medidas oportunas según recoge el contrato de matriculación firmado entre ustedes y el centro escolar.

Cordialmente,

XXXXXXX
Director of Finance & Operations
Benjamin Franklin International School

Annex II

Fecha y lugar

Estimado/a [nombre del padre o madre]

Nombre del alumno/s:

Fees de enseñanza impagados:

Mes 201x:

Servicios adicionales :

Una vez enviado nuestro escrito el pasado XX de XX de XXX, y sin haber recibido noticias por su parte, nos preocupa observar que los fees y servicios adicionales, (así como los intereses de demora relacionados con éstos por importe de...) permanecen impagados.

Lamentamos comunicarles que, si el pago de los mismos no se realiza en un nuevo plazo de 10 días naturales desde la fecha de esta carta, el colegio se verá obligado a considerar la posibilidad de tomar acciones legales.

Asimismo, queremos recordarles que el colegio se reserva el derecho de excluir de las clases a (...) mientras dichos fees permanezcan impagados.

Cordialmente,

XXXXXXXXXX

Director of Finance & Operations

Benjamin Franklin International School

Anexo III

Fecha y lugar

Estimado/a [nombre del padre o madre]

Nombre del alumno/s:

Fees de enseñanza impagados :

Mes 201x:

Servicios adicionales:

Nos ponemos nuevamente en contacto con ustedes ya que, queremos comunicarles que, ante la falta de respuesta a nuestras cartas enviadas los días ... y...., estamos en proceso de solicitar a nuestros abogados, XXXX, que inicien acciones legales para regularizar la situación de impago mantenida por su parte en relación a los servicios detallados más arriba.

Ponemos en su conocimiento que dichas actuaciones implican costes y gastos judiciales que podrían llegar a ser asumidos por su cuenta.

El colegio enviará toda la información referente a su caso a nuestros abogados en caso de continuar manteniendo la situación de impago, dentro del nuevo plazo de 7 días naturales desde la fecha de esta carta.

Asimismo, y de acuerdo con el contrato de matriculación firmado entre las partes, lamentamos comunicarles que nos vemos en la obligación de suspender temporalmente a su hijo/a xxxx de la asistencia a clase, a partir del día XXXX hasta que dicha situación quede regularizada.

Cordialmente

XXXXXX

Director

Anexo IV

RECONOCIMIENTO DE DEUDA

REUNIDOS

De una parte, D. mayor de edad, de nacionalidad, con DNI N°, soltero/casado, vecino de, calle

Y de otra parte, D. XXXXXXXX mayor de edad, con N.I.E., N° YXXXXXXXH, actuando en nombre y representación de la Fundación Privada Benjamin Franklin, con domicilio social en Martorell i Peña, 9, 08017 Barcelona y con C.I.F. N° G58203522 inscrita en el Registro de Fundaciones Privadas de la Generalitat de Cataluña, con el número 242, de fecha 4 de Junio de 1986. Constituida en escritura de fecha 27 de Mayo de 1986, otorgada ante el Notario D. Vicente Font Boix, con número de protocolo 1464, que en este momento exhiben, poderes que dichos señores manifiestan que no le han sido revocados

Reconociéndose plena capacidad jurídica y de obrar para el otorgamiento del presente negocio jurídico,

MANIFIESTAN

Que con motivo de la escolarización, gastos de comedor, transporte y excursiones de su hijo, como alumno del Colegio, se ha devengado la cantidad deEUROS (.....€), que han resultado impagadas y se adeudan al indicado colegio.

Que al día de la fecha Don..... no puede hacer frente a dicha deuda, si bien mantiene el interés en que su hijo/hija...continúe escolarizado en el centro.

Que con el fin de regularizar la situación que el mencionado impago ha generado, las partes contratantes, fruto de sus libres y espontáneas voluntades, suscriben el presente CONTRATO DE RECONOCIMIENTO DE DEUDA Y FRACCIONAMIENTO DE PAGO, que se registrá por las siguientes.

ESTIPULACIONES

PRIMERA.- Que D. RECONOCE ADEUDAR a la Sociedad la cantidad deEUROS (€/...../), correspondiente a los recibos impagados de escolaridad, transporte, comedor y excursiones de su hijo durante el periodo comprendido entre el/.. y el/..

SEGUNDA.- D. por el presente acuerdo se obliga a devolver la totalidad de la deuda que asciende a (€/...../) según el siguiente detalle:

- Un pago inicial de €, que deberá efectuarse antes del día
- pagos de € mensuales, siendo el día del primer vencimiento el, (primera fecha prevista de pago), y el del último el (última fecha prevista de pago)

- No obstante la parte deudora podrá proceder a cancelar de forma anticipada en cualquier momento, la deuda que en cada momento tuviere pendiente de satisfacer.

Los pagos deberán efectuarse mediante transferencia bancaria a la cuenta titularidad de....., abierta en la entidad (banco o caja), CCC: (añadir los 20 dígitos)

TERCERA.- El impago de dos cuotas mensuales, consecutiva o alternas, facultará a la entidad acreedora para dar por vencida el resto de la cantidad que en el momento de producirse el incumplimiento quedare pendiente de satisfacer, y reclamar judicialmente la misma, sin necesidad de previo requerimiento.

Del mismo modo, será condición indispensable para el mantenimiento de la vigencia del aplazamiento de pago que ahora se concede, el cumplimiento puntual de todos y cada uno de los cargos que, con ocasión del mantenimiento del hijo/hija... En el centro escolar, se vayan generando en lo sucesivo. En consecuencia, y con independencia del cumplimiento de los términos del aplazamiento, en el caso de producirse alguna irregularidad en el pago de las cuotas sucesivas que se giren por cualesquiera conceptos relacionados con la indicada permanencia, provocara, además de la exigibilidad del pago de esa cuota no atendida, el vencimiento total y anticipado de la deuda que ahora se aplaza, en aquella cantidad que en aquel momento se hallare pendiente de liquidar.

CUARTA.- D. se obliga a elevar este ACUERDO DE RECONOCIMIENTO DE DEUDA A ESCRITURA PÚBLICA si así se lo solicitase la mercantil “.....” para lo cual se obliga a concurrir en la Notaría de esta ciudad que fuese designada por la citada mercantil, en el día y hora que se señalen para que tenga lugar el otorgamiento de aquella.

QUINTA.- Los gastos e impuestos que se devenguen por el presente acuerdo de reconocimiento de deuda y aplazamiento de pago, incluidos los de otorgamiento de la escritura pública donde se recogerá dicho reconocimiento de deuda, si ello fuese necesario, serán de cuenta y cargo de D.....

SEXTA.- Los comparecientes se someten a la jurisdicción de los Juzgados y Tribunales de, con renuncia expresa al fuero propio, para el ejercicio de las acciones derivadas de este contrato.

Y en prueba de su total conformidad con lo manifestado y estipulado en el presente documento, lo suscriben, por duplicado ejemplar y a los fines legales oportunos, en a ... de de 201..

Fdo.:

Fdo.:

Anexo V

Apreciado Sr.,

Nos ponemos nuevamente en contacto con usted ya que, queremos informarle que debido al incumplimiento del Acuerdo de Reconocimiento de Deuda firmado el pasado xxxxx no tenemos más alternativa que solicitar a nuestros abogados, que inicien acciones legales para regularizar la situación de impago mantenida por su parte .

Ponemos en su conocimiento que dichas actuaciones implican costes y gastos judiciales que podrían llegar a ser asumidos por su cuenta.

El colegio enviará toda la información referente a su caso a nuestros abogados en caso de continuar manteniendo la situación de impago, dentro del nuevo plazo de 10 días naturales desde la fecha de esta carta.

Asimismo, queremos recordarles que el colegio se reserva el derecho de excluir de las clases a (...) mientras la situación no sea resuelta.

XXXXXXXXXX

Director

Benjamin Franklin

Anexo VI

Información para el Inspector de zona de Educación

Fecha y lugar

Estimado Sr xxxx

Nos ponemos en contacto con usted, para informarle de que, con fecha xxxxxxxx, el centro escolar Benjamin Franklin , ha suspendido de las clases, al niño/a xxxxxxxx.

El motivo por el cual no hemos podido sino tomar esta decisión, ha sido que los fees y extras de los meses xxx, no han sido abonados a la fecha de la presente carta.

El centro escolar ha intentado ponerse en diversas ocasiones en contacto con la familia para solucionar el problema, la última de ellas a través de burofax; sin haber obtenido a fecha de hoy respuesta positiva.

Sin otro particular, le saluda atentamente,

Director