

ST ANNE'S CATHOLIC PRIMARY SCHOOL

DEBT RECOVERY POLICY

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Statement of Intent

This policy is intended to ensure the school adopts a consistent approach to debt. It provides clarity and consistency in managing debt and will also help parents and carers clearly understand what is expected of them.

St Anne's Catholic Primary School is committed to ensuring equal opportunities for all pupils, regardless of financial circumstances, and has established policies and procedures to ensure that no child is discriminated against by our offering of school trips, activities and educational extras.

While this is the case, the school must have a policy in place to ensure the repayment and recuperation of any outstanding debts incurred and will take all reasonable measures to vigorously collect debts as part of its management of public funds. A debt will be written off only after all reasonable measures (commensurate with the size and nature of the debt) have been taken to recover it.

Each case will be treated individually and the circumstances that have led to the outstanding debt will be taken into account to determine the best course of action and whether it is fair and reasonable to pursue the debt in its entirety if at all. St Anne's Catholic Primary School is committed to adhering to legal requirements regarding charging for school food, activities and materials, and meeting all statutory guidance provided by the DfE.

1. Legal Framework

1.1 This policy will adhere to the relevant legislation and statutory guidance surrounding school payments and debt recovery, including the following:

- DfE (2018) 'Charging for school activities'
- DfE (2018) 'Schemes for financing schools'



2. Roles and responsibilities

- 2.1 As a general rule, to avoid incurring debts, payments for materials and services provided by the school should be collected in advance or at the point of sale.
- 2.2 Any person(s) involved in the monitoring, recording and pursuing of debts owed to the school must formally record any information gathered and actions taken – data which is to be kept by the school for a period of seven years.
- 2.3 The school's governing board/resources committee:
- Will regularly review details of its debts and what recovery action is needed.
 - Must be consulted if legal services are required for debt recovery.
 - Will adhere to the privacy rights of pupils and their guardians in all cases.
 - May decide to leave a case of debt recovery to the decision of headteacher.
- 2.4 The headteacher/school business manager will ensure:
- Debt reminders are recorded, and those records maintained for a period of seven years – dates and times of letters, phone calls, emails, conversations or any other correspondence.
 - Instances of debt are judged on an individual basis, with consideration of the nature of the debt and the circumstances of the family involved.
 - The privacy of the pupil and their family will be protected by all staff.
 - The level of outstanding debt owed to the school can be determined at short notice.

3. Acceptable 'credit period'

3.1 Invoices

In general payment for all goods and services supplied by the School should be collected in advance or at least within **30 days upon receipt of an invoice**.

3.2 Enrichment/After School Clubs

Payment for enrichment/after school clubs is made in advance only and there are no debts. Children are not permitted to partake in a club unless full payment has been received.

3.3 Music Tuition

Payment for music tuition is made in advance only and there are no debts. Children are not permitted to partake in tuition unless full payment has been received.

3.4 School lunch

School meals are available to pupils at a cost of £2.50 per day, or at no cost to those in receipt of Free School Meals or Universal Free School Meals entitlement.

Payment for school meals should be made at the beginning of the week that the meals are required and can be made weekly, fortnightly, monthly or when the account nears zero. A credit balance should be maintained at all times. Should the parent/carer fall into arrears and fail to make a payment following a verbal reminder and receipt of a reminder letter, they will be advised in writing that their child will no longer be entitled to a school lunch and that they should send their child to school with a packed lunch until such time as they are able to return to a credit balance. Failure by the parent/carer to provide their child with a packed lunch may result in involving the school's child protection officer.



There is a statutory right to FSM for families who meet certain criteria. It is important that all parents who qualify take up their entitlement so that their child can receive a school meal each day.

3.5 Staff Lunches

All staff are required to pay for school lunches in advance via SchoolComms.

3.6 Nursery Fees

Payment for nursery fees should be made monthly in advance, in line with the Nursery Admissions Policy, and a credit balance should be maintained at all times. Should the parent/carer fall into arrears, the school reserves the right to withdraw the child's place and offset the deposit against any fees due, including fees that would have been payable in the notice period.

4. Debt Recovery Procedures

- 4.1 Where an outstanding payment from the parent/carer has not been received within the above acceptable credit period the following process should be applied.

Initial verbal 'overdue payment' reminder

An informal in-person/telephone/email/text correspondence to notify the person of the debt (date and time should be officially recorded)

First formal written 'overdue payment' reminder letter

An official, dated letter addressed to the debtor will be sent within two weeks which will acknowledge the debt and also the informal reminder and will request that the account be credited immediately. The letter will warn that their child's club/tuition/lunch may be at risk of cancellation.

Second formal written 'overdue payment' reminder letter

If full payment is not received within two weeks of the first formal reminder letter being issued, a second formal reminder will be issued citing the previous reminders and stating that concerted efforts have been made to make the person aware that an outstanding debt is overdue. The second formal reminder will advise that the child's club/tuition/school lunch place will be cancelled with immediate effect. Payment or a must be made or a repayment plan agreed within one week. A follow up phone call must be made to the parent/carer to inform them that they will need to make alternative arrangements regarding lunch/afterschool collection; in all cases the member of staff making the call must ensure that a record of time they called and the person that they spoke to is made.

Third (FINAL) formal 'overdue payment' reminder letter

If full payment is not received within one week of the second formal reminder letter being issued, or no response is made, Letter 3 will be issued referencing all previous reminders advising that payment must be received immediately or the school reserves the right to begin legal proceedings to recover the debt owed in addition to any costs associated with legal proceedings. Also, in the case of school meal debt, that the school reserves the right to inform the child protection officer of their concerns if the parent/carer is not providing a meal for their child at lunch time.

5. Negotiation of repayment terms

- 5.1 It is expected that the debt should be repaid as soon as possible, particularly after repeated reminders. Debtors are expected to settle the amount owed with a single payment as soon as possible after receiving the initial 'overdue payment' reminder. If there is a case where the debtor is deemed to be refusing to pay without sufficient reason, the school may consider involving an external debt recovery agency to resolve the issue and recuperate owed funds.

- 5.2 If a debtor is unable to settle the debt in one instalment and requests 'repayment terms' these may be negotiated at the discretion of the Headteacher, particularly if circumstances in section 8 of this policy apply. A record of all such agreements entered into will be retained. In all cases, a letter will be issued to the debtor confirming the agreed terms for repayment. The settlement period should be the shortest that is judged reasonable.

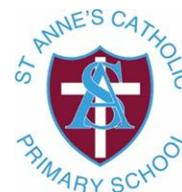
6. **Exceptional Circumstance and Remissions**

- 6.1 The school must ensure that parent/carers of pupils are aware of the help the school can extend to those in financial difficulty. Parent/carers who may be eligible for remissions are those in receipt of any of the following benefits:
- Income Support
 - Income-based Jobseeker's Allowance
 - Income-related Employment and Support Allowance
 - Support under part VI of the Immigration and Asylum Act 1999
 - The guaranteed element of State Pension Credit
 - Child Tax Credit, provided that they are not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190
 - Working Tax Credit run-on – paid for four weeks after they stop qualifying for Working Tax Credit
 - Universal Credit – if they apply on or after 1 April 2018, their household income must be less than £7,400 a year (after tax and not including any benefits that they receive)
- 6.2 In all cases the school will take a sensitive approach to debt recovery; the school will endeavour to take into account any extenuating circumstances which may include but are not limited to the following:
- Hardship – where paying the debt would cause financial hardship.
 - Ill health – where our recovery action might cause further ill health.
 - Time – where the debt is so large compared to the person's income that it would take an unreasonable length of time to pay it all off.
 - Cost – where the value of the debt is less than the cost of recovering it.
 - Multiple debt – where someone owes more than one debt to the School. In this situation an attempt to agree one repayment plan to include all debts will be established.

It is not guaranteed but, in exceptional circumstances, the resources committee or full governing board may decide to waive or reduce an outstanding debt.

7. **Costs of debt recovery**

- 7.1 Where the school incurs material additional costs in recovering a debt the Headteacher will decide whether to seek to recover such costs from the debtor.
- 7.2 In addition to the remission allowances outlined in section 6, it may be advisable to waive or partially waive debts where it is deemed that it does not make financial sense to continue allocating time and resources to pursuing.



7.3 The resources committee/governing board will review any case where a debt may be waived, and come to a final decision based on the value of costs versus the value of debt.

8. Reporting of outstanding debt levels

8.1 The Headteacher/School Business Manager will ensure that the level of outstanding debt is regularly monitored. Suitable records will be maintained to detail individual debts and the total value of debt to the school.

8.2 The resources committee/governing board will review the level of outstanding debt annually to determine whether current debt levels are acceptable and whether current methods and procedures to recover debts are effective.

9 Monitoring and review

9.1 The governing board will review this policy annually, and changes relating to any updated legislation will be made accordingly.

| | |
|---|---|
| Date agreed by governing body 25 th September 2023 | Signature of Chair or Vice Chair |
| Date agreed for review Autumn 2024 | Frequency of Review Annually |
| Responsibility for Review Resources Committee | |



APPENDIX 1- Letter 1

Name
Address

Date

Dear Parent/Carer,

1st Debt Reminder

Despite the telephone call made on [date] according to our records, there remains an outstanding payment due on your child's Enrichment Club/ Music Tuition/School lunch/Nursery account. In order for your child to continue to attending Enrichment Club/ Music Tuition/School lunch it is important to keep your account in credit. We would be grateful if you would kindly clear this outstanding balance straight away.

As of today, our records show that the amount due for payment for your child <name/>, in <class/> is <balance/>

Please arrange for this to be paid by <date>.

Payment can be made as follows:

- Using SchoolComms via the app or online via <https://login.SchoolComms.sc/> using the log in details previously provided to you.

If you have not activated your account please contact the school office, alternatively if you have forgotten your password please click 'forgotten password' via the web link above. If you are still having difficulty making payment online, please pay via card in the school office.

Since non-payment affects the quality of service we offer to the children, we need to ensure that all payments are up-to-date; I am afraid that if the debt is not cleared by <date>., it will not be possible to provide your child with an Enrichment club/ Music Tuition place and/or school meal; you will need to make your own arrangements for your child's lunch.

Once the debt is cleared please ensure your child's account always remains in credit.

If you have any queries regarding these arrears, or if you have difficulty making payment, please contact me at the School Office to discuss this further.

Thank you for your cooperation in this matter.

Yours sincerely,

Administrative Officer



APPENDIX 2 Letter 2

Name
Address

Date

Dear Parent/Carer,

2nd Debt Reminder

Our records show that despite a verbal reminder on [date] and a first written debt reminder on [date], you have still not made payment on the Enrichment Club/ Music Tuition/School lunch/Nursery account for your child <name/> in <class/>

As per our Debt Recover Policy your child's Enrichment Club/ Music Tuition/School lunch/Nursery place has now been CANCELLED with immediate effect.

As of today your account is showing a debt of <balance/>

Please arrange for this money to be paid by [date]

Payment can be made as follows:

- Using SchoolComms via the app or online via <https://login.SchoolComms.sc/> using the log in details previously provided to you.

If you have not activated your account please contact the school office, alternatively if you have forgotten your password please click 'forgotten password' via the web link above. If you are still having difficulty making payment online, please pay via card in the school office.

The school will not be able to provide your child with a meal until the above debt is settled in full and any further meals are paid for in advance. It is your duty of care to ensure your child has access to food at lunch time as such you will need to provide them with a packed lunch. If you do not provide your child with a lunch we reserve the right to inform social services of our concerns that you are not providing a meal for your child at lunch time.

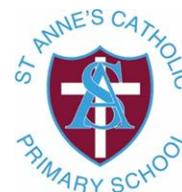
Once the debt is cleared please ensure your child's account always remains in credit.

If you have any queries regarding these arrears, or if you have difficulty making payment, please contact me immediately and we will endeavour to help.

Thank you for your cooperation in this matter.

Yours sincerely,

School Business Manager



APPENDIX 3 - Letter 3 – FINAL REMINDER

Name
Address

Date

Dear Parent/Carer,

FINAL REMINDER

Our records show that despite a verbal reminder on [date] a first written debt reminder on [date], and a subsequent debt reminder on [date] there is still an outstanding balance on the Enrichment Club/ Music Tuition/School lunch/Nursery account for <name/> in <class/>

As of today your account is showing a debt of <balance/>

Please arrange for this money to be paid by [date]

Payment can be made as follows:

- Using SchoolComms via the app or online via <https://login.SchoolComms.sc/> using the log in details previously provided to you.

If you have not activated your account please contact the school office, alternatively if you have forgotten your password please click 'forgotten password' via the web link above. If you are still having difficulty making payment online, please pay via card in the school office.

- By BACS using your child's name and nature of the debt as a reference:
Sort Code:
Account Number:
Bank: Lloyds Bank

Your account will be checked after the date shown above; in line with the school's Debt Recover Policy, should the account be showing an outstanding balance or you have not contacted the school to arrange a payment plan, the school reserves the right to begin legal proceedings to recover the debt owed as well as any costs associated with the legal proceedings.

If you have any queries regarding these arrears, or if you have difficulty making payment, please contact me immediately and we will endeavour to help.

Thank you for your cooperation in this matter.

Yours sincerely

Headteacher



APPENDIX 4

If a payment plan to recover a debt is required - please use the sample below.

Ensure the parent signs one copy in agreement and returns to the School Office and it is kept on file.

Dear **name of parent**,

I am writing to you following our discussion regarding your outstanding debts to the school for Enrichment Club/ Music Tuition/School lunch/Nursery payments in respect of your child <name/> in <class/>. **[Outline here the details of the meeting with the parent to discuss the payment schedule. Note the date and time of the meeting, the conclusions that came from the meeting and reflect the agreed payment schedule using the table – example below.]**

As discussed on [date]and [time], you currently owe the school <balance/>.

Please find below a repayment schedule that we was agreed in order to clear your account.

Payment plan

| | |
|--|-------------------------------|
| Outstanding debt | |
| Schedule of payments | <u>Monthly /weekly</u> |
| Total number of payments agreed | |
| Payment amount | |
| First payment date | |
| <u>Payment two date</u> | |
| <u>Payment three date</u> | |
| <u>Payment four date</u> | |
| Final payment date | |
| Payment method | |

Signed: _____

Name: _____

Date: _____

You have two ways to make payment:

- Using SchoolComms via the app or online via <https://login.SchoolComms.sc/> using the log in details previously provided to you.



- By BACS using your child's name and nature of the debt as a reference:
Sort Code:
Account Number:
Bank: Lloyds

Please note, any missed or late payments within this payment schedule will result in **a final notice of payment**. Once you have received the **final notice**, you will have **seven** days to pay the outstanding fee. If, after **seven** days, no payment has been received, we will **initiate formal legal proceedings**.

Please contact the school office if your financial situation changes and you are able to pay the remaining debts sooner than the schedule.

We understand that financial difficulties can place great strain on people. If you are currently experiencing financial difficulties and would like to speak to somebody for advice, you may find the following organisations helpful:

- Money Advice Service, available on 0800 138 7777 or at :
<https://www.moneyadviceservices.org.uk/en>
- Citizens Advice, available on 0800 144 8848 or at: <https://www.citizensadvice.org.uk/about-us/contact-us/>
- National Debt Line, available on 0808 808 4000 or at
<https://www.nationaldebtline.org/contact-us/>

If you have any additional questions regarding your debt or payment plan, you can contact me on **email** or **telephone number** and we can discuss your options to avoid any issues with repayment.

Can you please sign and return one copy of this letter showing agreement to the proposed repayment schedule.

Until the outstanding debt is cleared, your child will not be able to attend Enrichment Club/ Music Tuition/School lunch/Nursery.

If you need to discuss this matter further, please do not hesitate to contact me on the above number.

Thank you in advance for your cooperation with the payment plan.

Yours sincerely

Headteacher