



Christ The King Federation

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St Francis and St Joseph's Catholic Primary Schools  
Executive Headteacher: Mrs S. Ginzler-Maher

## Debt Recovery Policy and Procedures

*Jesus said 'Love one another as I have loved you'*

St Francis School is a loving community, respecting every child and adult and caring for God's world, as we help each other to do our best and grow together in Christ.

*"Through our loving God, we follow in the footsteps of St. Joseph who helps us to be gentle, caring and hardworking.  
As we learn together, we love, value and welcome everyone."*

Each school is committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share in this commitment.

## **Introduction**

This policy relates to contributions for School Dinners, Breakfast Club, School Clubs and Lettings, the only non-voluntary payments the Federation currently collects. Where appropriate, this debt collection model will be used for any other monies the Federation wishes to collect in the future.

Within this policy, the use of the term "parent" shall relate equally to parents, guardians and/or carers.

Essex County Council cannot and will not sustain any debts outstanding. Therefore, a policy is required to ensure school debts are kept to a minimum. Christ The King Federation 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.

Christ The King's debt recovery policy will observe the relevant financial regulations and guidance set out in the Financial Regulations and any other legal requirements.

## **Payment Collection Procedures**

### **School Dinners**

Meals may be paid for on a daily, weekly, half termly or termly basis using the online payment system Parent Pay. If parents do not have access to Parent Pay or prefer to pay at the office, cash, cheques or card payments can be taken.

All parents are provided with a copy of the debt policy when their child joins the school and it is expected that there will be no more than £10 debt on any account at any time. Parent are asked to sign the debt policy to show they have read and understood it.

When a child is leaving it is imperative for the school office to check the balance of the child's account and refund any credit balance and obtain any debt outstanding.

## **Breakfast Club**

Booking forms are sent out at the end of each half term and places should be booked and paid for at least a week in advance. Cancellations must be made 24 hours in advance and if not, the session will be charged for as normal. If a child is absent through sickness the first day off will be charged, but thereafter the sessions will be reimbursed until the child returns to school.

Sessions may be paid for using the online payment system Parent Pay. If parents do not have access to Parent Pay or prefer to pay at the office, cash, cheques or card payments can be taken.

The school recognises there will be occasions when last minute sessions are required, subject to availability, but payment is expected to be made within 24 hours.

When a child is leaving it is imperative for the school office to check the balance of the child's account and refund any credit balance and obtain any debt outstanding.

## **School Clubs (Lunchtime and After School)**

School Clubs are paid on either a half termly or termly basis and the cost of each club is provided to parents through letters or leaflets sent out at the end of each half term / term. Places are secured as long as payment, for the full period, is received in advance with the consent form. If the club is cancelled for an unforeseen reason (e.g. staff absence or other matters outside school control) a refund for the lost session (s) will be provided.

## **School Lettings**

Lettings are agreed in advance with the agreement of the Executive Headteacher and invoices are raised either a) monthly (long term lets eg Slimming World) or b) the end of every term (school Clubs e.g. Judo). Payment terms are 30 days.

## Debt Recovery Procedures

In collecting any outstanding debts, a step-by-step process will be followed. The time lapse between the steps will normally be 5 working days. However, this may vary depending on factors such as the level of debt and the time period within a term. Next steps will be implemented if the debt has not been repaid or any contact made with either School.

### School Dinners

WEEK 1: Every Friday debts will be reviewed and anyone with a debt of more than £10 will be sent a "Gentle Debt reminder" (Appendix A). If the child comes into school again without the debt being paid or a packed lunch check:

1. Is this a FSM child and are the dates correct?
2. Is there a possibility that payments have not been credited?
3. Has the parent made contact?

WEEK 2: Someone will phone the parent to ask them to either bring money or pay online or bring sandwiches to school before lunchtime or arrange to take their child home at lunchtime.

WEEK 3: Send a strong debt letter (Appendix B) requesting the parent / carer makes an appointment with the Acting Head of School / Executive Headteacher to discuss the outstanding debt and the matter.

WEEK 4: If this meeting is not kept or a satisfactory situation agreed, the debt will be referred to the Governing Body. They will need to make a decision on how to deal with this debt and may consider a claim in the Small Claims Court.

### Breakfast Club

WEEK 1: Every Friday debts will be reviewed and anyone with a debt will be sent a "Gentle Debt reminder" (Appendix C).

WEEK 2: Someone will phone the parent to ask them to either bring money or pay online or their child will be excluded from Breakfast Club with immediate effect.

## **School Clubs**

Children will not be allowed to participate in any School Clubs (where there is a cost associated) unless payment has been received in advance. The office staff generate a record of all consent forms as they are received, which in turn is used as a club register. Payments are reconciled against the register.

- WEEK 1 Fees outstanding a week prior to the club starting are reviewed and any not received will be sent a "Gentle Payment reminder" message. (Appendix D)
- WEEK 2 Fees outstanding on the day of the club, the school will contact the parent by telephone to advise that the child will be unable to attend the School Club unless the fees are received in full by the afternoon of the club start date. A record of the conversation will be annotated on the consent form of the child.

## **School Lettings**

Outstanding debts will be processed as follows:

- Day 31 The Hirer will be sent a "Gentle Debt reminder" with a copy of their original invoice. (Appendix E).
- Day 42 Send a strong debt letter (Appendix F) via email (with read receipt option selected) advising the hirer that non-payment could result in referral to the school's legal services provider and to request an appointment with the Executive Headteacher to discuss the outstanding debt. Hire of the Hall will cease immediately.
- DAY 59 Should the debt remain the matter hire of the Hall will cease immediately and the matter will be referred to the Governing Body who will make a decision on how to deal with the debt and may consider legal advice on recovery of the debt.

## **Families in Financial Difficulty**

We acknowledge that, on occasion, families have financial difficulties and in these proven circumstances, the school will work hard with the family to agree a solution which is not to the detriment of the child.

### **Mid Year / End of Year transfer.**

In the event of a child leaving either school in the Federation with an outstanding debt, the Governing Body will need to consider whether to write off this debt or pursue payment by other means including making a claim in the Small Claims Court.

### **Negotiation of repayment terms**

Debtors are expected to settle the amount owed by a single payment as soon as possible after receiving the first 'initial reminder'.

If a debtor asks for 'repayment terms' these may be negotiated at the discretion of the Finance Committee. A record of all such agreements will be kept. A letter will be issued to the debtor confirming the agreed terms (unless this is not judged necessary). The settlement period should be the shortest that is judged reasonable.

The Finance Committee will decide whether any debtor who has been granted extended settlement terms will not be offered any further 'credit' and will be required to pay in advance in future.

### **Costs of debt recovery**

Where the Federation incurs material additional costs in recovering a debt then the Finance Committee will decide whether to seek such costs from the debtor. This decision and its basis will be recorded.

The debtor will be formally advised that they will be required to pay the additional costs incurred by the school in recovering the debt.

## Reporting of outstanding debt levels

The School Business Manager will ensure the level of outstanding debt is known / can be determined at any time.

The Finance Committee will review the level of outstanding debt every term (or regularly if required) to determine whether this level is acceptable and whether action to recover debts is effective.

### Bad debts

If, having taken legal advice, it is determined that the debt is not recoverable it will need to be 'written off' as set out in Section 3.4 of the school's Financial Regulations.

Write-off of any debt requires the written approval of the Executive Headteacher up to a maximum of £250, and up to £500 by the Finance Committee. Anything above this amount needs to be approved by the Full Governing Body and notified to the LA's Business Partner. A record of the write-off, the reason for it, and the approval for it, will be retained for 7 years.

<b>Signed (Chair):</b>	<b>Name:</b> Mr M. Catchpole	<b>Date:</b> 04/04/2019
<b>Signed (Executive Head):</b>	<b>Name:</b> Mrs S. Ginzler-Maher	<b>Date:</b> 04/04/2019
<b>Next Review:</b> January 2020		

## **Appendix A : Gentle Reminder - School Dinners**

*To be sent via My Ed as message*

Your child's dinner money is now over £10 in arrears. Please make payment on Parent Pay or via the school office as soon as possible.

My Ed has a full audit capabilities and will therefore record the date and time that the message was sent.

## Appendix B : Strong Debt Letter - School Dinners

*To be sent via My Ed as email with a hard copy letter to be sent in the post.*

Dear Contact Name

Our records show that you have not paid dinner money for your child <insert name> Class: <insert class> despite a previous reminder and a telephone call. As at <insert date> your account is showing a debt of <insert amount> Please arrange for this money to be paid immediately. You have 2 ways to pay:

1. In the secure online payment system ParentPay, using the login already provided, go to [www.parentpay.com](http://www.parentpay.com) NB THIS IS OUR PREFERRED PAYMENT METHOD Your username is: xxxxxx. You will be able to reset your password if you have forgotten it.
2. Send in cash or a cheque to school in a marked envelope.
3. Pay by credit card over the phone - speak to the school office for more information.

No matter how you pay you can check the account balance anytime by logging into your ParentPay account at [www.parentpay.com](http://www.parentpay.com). You can see what meals have been taken and when. The cost of a school meal is £2.25 per day - £11.25 per week. Since non-payment for school meals affects the quality of service we offer to the children, we need to ensure that all payments are up-to-date and if the debt is not cleared by the end of this week it will not be possible to provide your child with a school meal. You will need to make your own arrangements for your child's lunch until this debt is settled. The school reserves the right to begin legal proceedings to recover the debt and, if necessary, to inform social services of our concerns that you are not providing a meal for your child at lunch time.

If you have any queries regarding these arrears, please contact the school office immediately.

Yours sincerely

Executive Headteacher

My Ed has a full audit capabilities and will therefore record the date and time that the message was sent.

## **Appendix C: Gentle Reminder - Breakfast Club**

*To be sent via My Ed as message*

Your child's breakfast club account is in arrears. Please be reminded Breakfast Club is payable in advance and attendance will be refused if the debt is not cleared following this reminder. Thank you.

My Ed has a full audit capabilities and will therefore record the date and time that the message was sent.

## **Appendix D: Gentle Reminder – School Clubs**

*To be sent via My Ed as message*

Please be aware that payment for <insert club name> is outstanding. Please send payment by the <insert start date> of the club in order to secure your child's place. Thank you.

My Ed has a full audit capabilities and will therefore record the date and time that the message was sent.

## **Appendix E: Gentle Debt Reminder - Hall Lettings**

*To be sent via email*

Dear <insert name of Hirer>

Please be advised that your invoice (see copy attached) remains outstanding. To ensure your hire agreement remains valid, you need to make payment as soon as possible. I refer you our Lettings Policy and Terms and Conditions - see attached.

Many thanks and best wishes,

School Business Manager

## **Appendix F: Strong Debt Reminder - Hall Lettings**

*Letter to be sent via email attachment*

Dear <insert Hirer name>,

**Re: Invoice \_\_\_\_\_**

Please be advised that as we have yet to receive payment for this invoice despite an email reminder sent on <insert date>. In line with the school's Debt Recovery Policy and procedures, I have no option but to refer this outstanding debt to the Full Governing Body and your Hire agreement will terminate forthwith.

The Governors will refer the matter to our legal services provider (Essex County Council) and will contact you in due course over the action they will take, which could include making a claim in the small claims court.

Yours sincerely

Executive Headteacher