



Debt Recovery Policy

Date written:	February 2022
Date adopted/reviewed:	February 2022
Review schedule:	Biennially
Policy Area:	FINANCE

1. Aims and Ethos

At All Saints CE Primary School & Nursery it is our aim to raise standards by promoting a school ethos that is underpinned by core Christian values. Our Christian values support all areas of learning and can contribute to pupils' motivation to learn. It is recognised that this will be most successful when the values and attitudes promoted by the staff provide a model of behaviour for the children. All our policies and decision making are formed through the lenses of these Christian values to ensure that our school lives them out in all aspects of its collective life.

All Saints 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.

2. Financial Regulations and Guidance

The school's debt recovery policy will observe the relevant financial regulations and guidance set out in the Scheme for Financing Schools and any other legal requirements. In particular:

- the Governing Body will approve the write-off of all debts, stocks, stores and surplus assets
- all such write-offs will be recorded in the minutes of the Governing Body
- a formal record of any debts written off will be maintained and this will be retained for 7 years (the form of this record is specified below).
- the school will seek the advice of the Council's Legal Services Section should they consider taking legal or other action to recover the debt.

The procedures to secure the collection of all debts are outlined below and should be followed by all School staff.

3. Acceptable 'credit period'

In general, payment for all goods and services supplied by the school should be collected in advance or 'at the point of sale'. Unless listed below, the standard credit period of 30 days will apply. The debt recovery procedure outlined in Section 5 of this policy will be followed.

The charges listed below have the following Credit Settlement Periods:

1. Breakfast Club & School Led After-School Clubs: payment is due in advance through an online account which should be kept in credit at all times. Accounts must be settled (or in credit) within 24 hours of the charge being due before debt recovery procedures are applied. If payment is not made following the Second Formal Reminder, or an alternative payment plan agreed under this policy, the child's place is withdrawn. The debt recovery procedures will then be followed to collect fees due. Once any debt is cleared and an account is in credit, places can be resumed.
2. School Meals: payment is due in advance through an online account which should be kept in credit at all times. Accounts must be settled (or in credit) within 24 hours before debt recovery procedures are applied. If payment is not received by the Second Formal Reminder Letter, this letter will inform parents that unless the debt is cleared or an alternative payment plan agreed within **1 week**, their child will no longer be able to take a school meal, and they should send their child with a packed lunch.

Failure to provide a packed lunch may result in involvement of the school's Designated Safeguarding Lead.

3. Residential Trips: a payment plan determines the stages at which deposits and instalments are due from parents, with the full payment due one month before the first day of the trip. Payment of the deposit by the first deadline is a requirement for securing a place on the trip. Reminder letters/emails will be sent before each deadline. A formal reminder will be sent **1 week** after a missed deadline. Reminders will detail any outstanding balance, and any additional instalment now due. After two missed instalments, or should full payment not be received by the final deadline (whichever is sooner), parents will be invited to meet with the Headteacher to discuss barriers to payments and alternative arrangements. The child's place may be withdrawn if parents fail to engage with this meeting or any alternative payment plan as agreed. Any payments already made would then be used to offset costs already incurred by the school for the place. Should the account still be in credit, this will be repaid to the parent. If any debt remains, the debt recovery procedure will be followed (from the 'Failure to respond to reminders' stage) as appropriate.
4. Lettings, services or training provided to other schools/organisations: payment is due within 30 days of the date of an invoice raised for services/training provided. There is no credit period for deposits for Lettings, since this must be paid upon application (see Letting Policy).

4. Reporting of outstanding debt levels

The Headteacher 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 in order that it can be determined at any time and reported to the Resources Committee.

The Headteacher / Resources Committee will review the level of outstanding debts every term to determine whether this level is acceptable and whether action to recover debts is effective. Monitoring of outstanding debts may be differentiated by type, e.g. if lettings debts prove more of a problem then the frequency and degree of monitoring should reflect this.

5. Debt Recovery Procedures

5.1 Setting up the debt

SchoolComms automatically records when amounts are owed by parents on account. It will not be necessary to raise an invoice for amounts paid for on this system. Where parents have accounts in arrears, an entry in the Debt Recovery log (See Appendix 1) will be made to acknowledge the debt and support providing timely reminders (see section 5.2).

For all other instances where there is an outstanding payment yet to be received, an invoice on school headed paper should be created outlining the value and reason for the debt, as well as the debtor's identity, and the payment due date. This invoice serves to acknowledge that the debt has been set up. Invoices are tracked separately, and should one fall into arrears, an entry will be made on the Debt Recovery Log.

5.2 Verbal and Written Reminders

Details of all reminders, whether verbal or in writing, will be maintained. Where a letter is issued, a copy must be retained on file so that it can be evidenced if required by the Governors when decided any further action to take.

Informal Reminder – verbal/written

An initial reminder may be informal and can be made in person/telephone/email. Usually this will be by the Finance Administrator or other member of the school office team, within 24 hours of the charge being due. The date and time will be recorded officially on the Debt Recovery Log.

First Formal Written Reminder – See Appendix 2 for template

An official, dated letter should be issued **1 week** after the informal reminder if there has been no response to the informal reminder. This letter will detail any outstanding balance, when it was accrued, and offer support if a parent may struggle to pay the debt. It will also state any consequences of failing to settle the debt within 2 weeks of the letter. The date of this reminder will be recorded on the Debt Recovery Log.

Second Formal Written Reminder – See Appendix 3 for template

A second official, dated letter should be issued **1 week** after the First Formal Written Reminder if there has been no response. This letter will be stronger in tone, and restate any outstanding balance, when it was accrued, and offer support if a parent may struggle to pay the debt. Subject to details outlined in Section 3, this letter will also state any consequences of failing to settle the debt within 1 week of the letter. The date of this reminder will be recorded on the Debt Recovery Log.

Failure to respond to reminders / settle a debt – See Appendix 4 for template

If after 2 reminders, a response or payment is not received, a letter will be sent **1 week** after the Second Formal Written Reminder to the debtor advising them that the service the debt is owed for will now be withdrawn (subject to the details outlined in Section 3) until payment is received, and if no payment is received within **1 week** of the letter, the matter will be referred to the school's legal advisers. At the discretion of the Headteacher, the debtor may be advised that they will be required to pay in advance for all future supplies or the supply will no longer be available to them.

This decision and its basis will be recorded and reported to the Resources Committee.

6. Staff Debt Recovery

Staff can accumulate debt on their account when they take a school meal. The same debt recovery process is followed as per Section 5. A final letter is sent to a member of staff before the end of their employment advising their debts will be deducted from their payroll.

7. Negotiation of repayment terms

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

However, if people are unable to pay;

The School may reduce or cancel a debt in certain circumstances. A sensitive approach to debt recovery will be carried out, taking the following factors into account.

- 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.

If a debtor requests 'repayment terms', these may be negotiated at the discretion of the Headteacher. 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.

The Head teacher will decide whether any debtor who has been granted extended settlement terms will not be offered any further 'credit' and will, in future, be required to pay in advance. This decision and its basis will be recorded and reported to the Resources Committee.

8. Costs of debt recovery

Where the school incurs material additional costs in recovering a debt then the Head teacher will decide whether to seek to recover such costs from the debtor. The debtor will be formally advised in writing that they will be required to pay the additional costs incurred by the school in recovering the debt.

This decision and its basis will be recorded and reported to the Resources Committee.

9. Bad debts and Write-offs

This debt recovery policy should be cross-referenced to the Scheme for Financing Schools.

Write-off of any debt up to a maximum of £500, requires the written approval of the Resources Committee.

A record of any write-off, the reason for it, and the approval for it, will be retained for 7 years (See Appendix 6)

In line with the Scheme for Financing Schools, the Governing Body will not write-off any debt belonging to the school which exceeds £500. Any sums above this will be referred to the Finance Business Partner for Children Services (If any debtor has a number of debts which together exceed the write-off limit then these will be treated as a total amount).

All Saints School will not initiate any legal action to recover debts, but will refer any debts which it has not been able to collect (unless a decision to write-off the debt is demonstrably a reasonable course of action) initially to the Debt Management Team, in the first instance contacting

Shirley.Hancock@hertfordshire.gov.uk

The school will NOT write-off any debt belonging to the County Council or another party, e.g. debts for school meals. If in doubt as to the appropriate action to collect any such debts the school will seek advice promptly from officers of the County Council.

Debtors will not be informed if a debt has been written off. It is not an acknowledgement that the debt does not exist, but is an internal transaction in the accounts of the school, which removed the debt from the records.

10. Policy Review

This policy will be reviewed and approved every two years by the Resources Committee and reported to the Full Governing Body.

Appendices:

Appendix 1: Debt Recovery Log Template

Appendix 2a: First Formal Reminder Letter Template: School Meals

Appendix 2b: First Formal Reminder Letter Template: Breakfast Club

Appendix 3a: Second Formal Reminder Letter Template: School Meals

Appendix 3b: Second Formal Reminder Letter Template: Breakfast Club

Appendix 4: Failure to Pay/Respond Letter Template

Appendix 5: Repayment Plan Letter

Appendix 6: Records of Debts Written Off Template

Appendix 1: Debt Recovery Log (template)

Template to record debts and action taken. A new sheet to be used for each term.

ACADEMIC YEAR:		2021-??		TERM:						
Log Entry	Debt Details			Dates of action taken to recover debt						Date settled
	Debtor	Outstanding Balance	Date Due	Informal Reminder	1 st Formal Reminder	2 nd Formal Reminder	Repayment Plan Agreed	Failure to Respond	Referred to LA	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Add rows as necessary...

Appendix 2a: First Formal Reminder Letter School Meals

Template to be adapted as appropriate to the context.

Date

Pupil: **XXXXXXXX XXXXXXXXX** Class: **Year Xx**

RE: Dinner Money Payments Reminder

Dear

Following the reminder on DDMMYYYY, our records show there remains an outstanding balance on XXXXXX's Dinner Money account. The balance now stands at £**. ** owed to the school. It may be larger than our previous reminder if they have continued to take meals.

Please settle this as soon as possible on SchoolComms Gateway and no later than **DDMMYYYY (date to be two weeks from this letter)**.

Alternatively, you may wish to discuss this debt with me or Mr Asher in confidence, to arrange alternative payment methods or a payment plan. Please contact the school office as soon as possible.

Non-payment affects the quality of service we can offer the children and diverts school funds away from offering high quality learning opportunities. Unfortunately, should there be no response to this letter you risk losing access to school provided meals for your child from the above date. We would like to avoid this and encourage you to either get in touch or return your child's account to being in credit as soon as possible.

If you are having difficulty paying for your child's meals, it is important you let us know so we can consider offering appropriate support. You may also wish to consider applying for Free School Meals online: www.hertfordshire.gov.uk/freeschoolmeals

If you have any queries about this matter, please don't hesitate to contact me.

Yours sincerely,
Mrs R Perryman

Appendix 2b: First Formal Reminder Letter: Breakfast Club

Template to be adapted as appropriate to the context.

Date

Pupil: **XXXXXXXX XXXXXXXXX** Class: **Year Xx**

RE: Breakfast Club Payments Reminder

Dear

Following the reminder on DDMMYYYY, our records show that there remains an outstanding balance on Xxxxx's Breakfast Club account. The balance now stands at £**. ** owed to the school. It may be larger than our previous reminder if they have continued to use Breakfast Club.

Please settle this as soon as possible on SchoolComms Gateway, and no later than **DDMMYYYY (date to be two weeks from this letter)**.

Alternatively, you may wish to discuss this debt with me or Mr Asher in confidence, to arrange alternative payment methods or a payment plan. Please contact the school office as soon as possible.

Non-payment affects the quality of service we can offer the children and diverts school funds away from offering high quality learning opportunities. Unfortunately, should there be no response to this letter you risk losing access to Breakfast Club for your child from the above date. We would like to avoid this and encourage you to either get in touch or return your child's account to being in credit as soon as possible.

If you are having difficulty paying for your child's meals, it is important you let us know so we can consider offering appropriate support.

If you have any queries about this matter, please don't hesitate to contact me.

Yours sincerely,
Mrs R Perryman

Appendix 3a: Second Formal Reminder Letter: School Meals

Template to be adapted as appropriate to the context.

Date

Pupil: **XXXXXXXX XXXXXXXXX** Class: **Year Xx**

RE: Dinner Money Payments Reminder

Dear

Further to the letter sent on DDMMYYYY, according to our records you have not yet settled the outstanding balance on Xxxxx's School Meal account. The balance now stands at £**.**.** owed to the school. This amount may be larger than in previous reminders if they have continued to take meals.

Please now arrange for this balance to be settled immediately through the SchoolComms Gateway App or contact the school office to arrange a meeting with Mr Asher to discuss this debt.

This letter is the final reminder.

Failure to settle the balance in full, or agree an alternative payment plan with Mr Asher, by **DDMMYYYY** (date to be one week from this letter) will result in Xxxxx not being able to take school meals beyond this date. You would then be required to send them to school with a packed lunch each day until the debt is settled and their account in credit.

By school covering the debt on your child's account, public funds are being diverted from core functions of the school. If parents fail to pay what they owe or engage with plans put in place to help them pay, we are obliged to safeguard the public finances provided to the school for educating the children. We are keen to avoid any further action being required and would encourage you to either contact Mr Asher or settle this balance no later than the date above.

If you require an alternative method of payment to settle the balance, please contact me through the school office.

It is important you tell us if you are finding it difficult to pay this debt so we can consider ways of supporting you appropriately. You may also wish to consider applying for Free School Meals, which we can also support with: www.hertfordshire.gov.uk/freeschoolmeals

If you have any queries about this matter, please don't hesitate to contact me.

Yours sincerely,
Mrs R Perryman

Appendix 3b: Second Formal Reminder Letter: Breakfast Club

Template to be adapted as appropriate to the context.

Date

Pupil: **XXXXXXXXXXXXXXXXXX**

Class: **Year Xx**

RE: Breakfast Club Payments Reminder

Dear

Further to the letter sent on DDMMYYYY, according to our records you have not yet settled the outstanding balance on Xxxxxx's Breakfast Club account. The balance now stands at £**.**.** owed to the school. This amount may be larger than in previous reminders if they have continued to take meals.

Please now arrange for this balance to be settled immediately through the SchoolComms Gateway App or contact the school office to arrange a meeting with Mr Asher to discuss this debt.

This letter is the final reminder.

Failure to settle the balance in full, or agree an alternative payment plan with Mr Asher, by **DDMMYYYY** (date to be one week from this letter) will result in Xxxxx not being able to access Breakfast Club beyond this date. You would then be required to make alternative childcare arrangements in the morning.

By school covering the debt on your child's account, public funds are being diverted from core functions of the school. If parents fail to pay what they owe or engage with plans put in place to help them pay, we are obliged to safeguard the public finances provided to the school for educating the children. We are keen to avoid any further action being required and would encourage you to either contact Mr Asher or settle this balance no later than the date above.

If you require an alternative method of payment to settle the balance, please contact me through the school office.

It is important you tell us if you are finding it difficult to pay this debt so we can consider ways of supporting you appropriately. This could include signposting you to sources of help from the Local Authority or other suitable organisations, such as the Citizen's Advice Bureau.

If you have any queries about this matter, please don't hesitate to contact me.

Yours sincerely,
Mrs R Perryman

Appendix 4: Failure to Pay Letter

Template to be adapted as appropriate to the context.

Date

Pupil: **XXXXXXXX XXXXXXXXX** Class: **Year Xx**

RE: School Accounts Failure To Pay

Dear

Further to the letters sent on DDMMYYYY and DDMMYYYY, according to our records you have not yet settled the outstanding balance on Xxxxxx's account.

The balance now stands at £**.** owed to the school. This amount may be larger than in previous reminders if they have continued to **take meals/access breakfast club**.

Until this balance is settled and their account returned to credit, Xxxxxx will no longer be able to **take a school meal / access Breakfast Club**.

From **Monday XX** you will need to send them to school with a packed lunch each day / make alternative childcare arrangements. If you **don't provide them with a packed lunch / continue to try to use breakfast club**, we would have no choice but to treat this as a safeguarding matter and follow our Child Protection procedures.

Please now arrange for this balance to be settled immediately or contact the school office to arrange a meeting with Mr Asher to discuss this debt and a re-payment plan. Failure to act by **DDMMYYYY** will result in the Governors having no choice but to refer this debt to the Local Authority Legal Services.

Once the debt is cleared, and should you wish Xxxxxx to resume **taking school meals / using breakfast club**, please contact Mrs Perryman to arrange regular payments to ensure their account is in credit before using these services.

You have two ways to pay:

1. Online through the SchoolComms Gateway App or website
2. In cash/cheque (made out to All Saints Primary School) direct to the school office

We understand families may have financial difficulties, and there are many reasons why this is the case. All previous reminders have offered opportunities to seek support in paying this debt, and I will be very happy to explore this further should you wish to. Please contact me in confidence through the school office.

However, the Governors have a legal duty to safeguard the public finances provided for the purpose of educating pupils and it is right they take appropriate action to meet this duty.

If you have any queries about this matter, please don't hesitate to contact me or Mrs Perryman in the school office.

Yours sincerely,
Mr Philip Asher
Headteacher

Appendix 5: Re-payment plan letter template

Template to be adapted as appropriate to the context.

Date

RE: Repayment Plan Agreement

Dear

Further to the conversation regarding the outstanding debt on your child's **School Meal / Breakfast Club** account, please find below the agreed repayment schedule in order to clear you account.

Balance Outstanding (as at DDMMYYYY): **£0.00**

Week Beginning	Repayment Amount Due	Remaining Balance

Repayments need to be made by SchoolComms Gateway. If you have difficulty using the app or making payments, please contact the school office as soon as possible to avoid defaulting on the plan.

EITHER: Delete as appropriate (depending on which stage the family have reached)

If you have said you wish to continue using **Breakfast Club / the School Meal service**, the ongoing cost has been included in the repayment amounts to ensure that the debt is reduced in the shortest time necessary. Please note, failure to maintain the repayment plan as agreed will result in the service being withdrawn for your child.

OR

Until the outstanding debt is cleared and the account returned to a balance in credit, your child will not be able to attend **Breakfast Club / take a School Meal**.

Please ensure that once the repayment plan is complete your child's account maintains a balance in credit to prevent debt accruing once again.

Please now sign, date and return one copy of this letter showing your agreement to the repayment plan. Please do this without delay.

If you need to discuss this matter further, please do not hesitate to contact me through the school office.

Yours sincerely,

Mr Philip Asher
Headteacher

Parent/Carer Agreement to Repayment Plan:

I hereby agree to the schedule and terms of this repayment plan as outlined above.

Parent Name:

Signed:

Date:

