

# **ST ANDREW'S SOUTHGATE PRIMARY SCHOOL (CE)**



## **DEBT RECOVERY POLICY**

**General Information, Guidance  
and Procedures for Schools**

Date Reviewed: May 2021

Next Review Date: May 2023

## DEBT Policy

St Andrews Southgate CE Primary School has adopted a strict NO DEBT policy relating to the following facilities and services:

- School meals service
- Lettings
- Annual KS2 School Journey
- Extended school club activities

If debts are incurred, then the school budget has to be used to pay for them. This means that the money which should be spent on the children's education is used to pay for debts incurred by parents. This is unacceptable and we request that all parents give this policy their full support.

### **1. School meal debt**

If parents believe that their children may qualify for entitlement to Free School Meals, please contact the office for more details. This allowance is a statutory right and it is important that you use it if you qualify. We will help you all we can with your application. In order to claim, parents must complete an application form and provide any supporting evidence required. Entitlement to free school meals will only apply from the date the completed form and evidence is received and the application has been approved. It cannot be backdated.

Parents/carers must pay in advance for school meals, if their child does not qualify for free school meals, using the methods of payment outlined below:

- Online using ParentPay

Parents are encouraged to pay half termly or termly in advance. Payments are recorded and reconciled by the School Business Manager. If the account falls into debt, parents/carers will be sent a reminder by the school. The first reminder will be in the form of a text message, (Appendix 1) thereafter, if payment is not forthcoming, the first written reminder will be sent (Appendix 2).

The school will grant a debt allowance of two meals per child. However, this debt must be cleared within 48 hours and the account returned to credit.

If the debt remains unpaid and no communication is received from the parent advising of exceptional circumstances, a first telephone call is made to the parent. If no payment results and/or no alternative lunch arrangement is made, e.g. packed lunch, thereafter a formal letter will be sent advising parents of a meeting with the Headteacher (Appendix 3/4).

Every effort will be made by the school to ascertain whether financial difficulties are present and advice will be given accordingly. All reminders (copies of emails, letters, record of verbal reminders etc) will be kept on file.

While the school will never allow any child to go hungry, parents should also be aware that they are responsible for providing lunch for their children. If payment of the debt is not recovered, the Headteacher reserves the right to begin proceedings against parents to recover the debt and to refer the matter to Enfield Children's Services as this represents a failure by the parent to fulfil their duty to provide food for their children at lunchtime.

## **Severe Financial Hardship**

In cases of severe financial hardship, foodbank vouchers may be obtained from frontline care workers such as clergy, local councillors, doctors and social workers.

### **2. Other School Debt**

As with school meals, parents and carers are expected to pay in advance for all other facilities and services offered by the school. Should a debt arise and is not cleared upon request, the school reserves the right to refuse access to that facility or service until the debt is paid. The school may also begin proceedings to recover any such debt.

### **3. Lettings**

Full details of the terms and conditions of payment are set out in the letting contract. In the event of a breach of the terms and conditions of payment, a notice will be sent to the lessee. Appendix V.

### **4. KS2 Journey Debt**

All payments in relation to the KS2 residential trip must be made in full. The school will ensure that parents have enough notice to be able to plan payments in advance. If parents require support making the payments, then this can be discussed in confidence with the School Business Manager. The trip requires full payment as attendance on the trip is optional. In the event of incomplete payment, the child will not attend the trip as total payment is required to secure the child's place. The School Business Manager will calculate if it is possible to refund any of the partial payments already paid, however this will have to be calculated on a case-by-case basis and will reflect the terms and conditions of the various third parties involved in the trip. With regard to children receiving pupil premium, it remains the Headteacher's discretion as to whether to allocate any funds received from pupil premium to pay for this trip.

### **5. Extended club debts**

Extended club is a fully paid for service. See Extended Club policy for full details of the various tiers and costs. Parents are provided with a copy of the Extended Club policy at enrolment and sign to acknowledge acceptance of the various terms and conditions. These include the stipulation that payment be made one month in advance and that cost penalties will apply in the event of late pick-up.

In event of non-payment, an account outstanding summary letter will be sent to the parent (Appendix 6). If payment does not follow, a further letter will be sent advising of a meeting arranged with the School Business Manager to discuss the debt and the cessation of enrolment of the relevant pupil at Extended Club (Appendix 7). At the meeting, the decision can be taken to off-roll the child from Extended Club with immediate effect. A letter will be sent confirming the outcome of the meeting.

## DEBT RECOVERY POLICY

1. The school will actively pursue the collection of any sums owed to it. The parents of a pupil are jointly and severally liable for any charges.
2. The administration staff are required to ensure that:
  - Copies of all invoices are kept and records of outstanding charges are maintained;
  - Dated documentary evidence is kept of all steps undertaken to recover any debt, including copies of statements and letters sent and records of phone calls;
3. The governing body must:
  - Consider and approve the arrangements for debt recovery;
  - Recommend the maximum level of debt which any family would be permitted to incur before legal action is taken;
  - Approve any legal action undertaken by the school;
  - Minute their approval of any legal action;
4. The school must:
  - Not pass on to the debtor any costs incurred in pursuing the debt;
  - Give the debtor appropriate notification and reasonable time to settle the debt;
  - Before taking any legal action, send the debtor a final statement stating that it is the final notice and that further action will be taken if the debt is not settled within a specified time, which must not be less than 10 days.
5. The Headteacher may waive or reduce a debt if it is reasonably believed the debtor is experiencing financial hardship.

A debt may be written off by resolution of the Governing Body on the recommendation of the Headteacher. A recommendation to write off a debt may be made when it is considered that all reasonable avenues to recover the debt have been exhausted and it is not likely to be cost effective to pursue the debt through legal action.
6. Any legal action related to an outstanding debt or the waiving or reduction of a debt must be dealt with confidentially and the anonymity of any family involved must be preserved.
7. Upon the cessation of school meal provision due to debts incurred, if a parent fails to make adequate alternative provision for their child's lunch, the Headteacher has the duty to refer the matter to Enfield Children's Services (Single Point of Entry - 020 8379 2507) to satisfy the school's obligation under the Safe Guarding Policy to ensure the welfare of pupils and this includes neglecting to provide a child with adequate food.

## **APPENDIX I**

Text message sent via ParentPay:

**URGENT ACTION:** Your child's school dinners acct is in arrears and it **MUST** be returned to credit immediately with money added to cover future meals.

## **APPENDIX II**

**URGENT REMINDER - IMMEDIATE ACTION REQUIRED**

Parent or Guardian of <consumerforename/> <consumersurname/> Class: <class/>

Dear Parent/Carer

**RE:DINNER MONEY ARREARS**

Our records show that despite a text reminder, you have not paid dinner money for your child  
<b><consumerforename/> <consumersurname/> Class: <class/></b>.

**As at today the outstanding debt is <balance/></b>**

**On receipt of this letter, please ensure payment is made today to clear the debt, AND that sufficient funds are credited to the account to cover lunches until the end of this term .</b>**

Failure to respond immediately to this reminder will invoke enactment of the School Debt Policy which may mean requiring you to make alternative lunch arrangements for your child and meeting with a member of the Senior Leadership Team of the school.

The school policy is to provide no more than 2 days' worth of meals once an account is in arrears. Parents are responsible for providing lunch for their children and, if appropriate the school may inform Enfield Children's Services if you fail to provide your child with an alternative lunch provision once your account is more than 2 days in arrears.

Should you be experiencing any financial difficulties which will make it impossible for you to settle your debt upon receipt of this letter, please contact the School Business Manager to discuss this matter in confidence. For further details of the school's debt policy, please refer to the school's website.

Please note that it is YOUR responsibility to ensure that your ParentPay account is in sufficient credit to pay for your child's meals. Please ensure that, to avoid further incidents of your account falling into arrears, you now amend your ParentPay account to alert you when your child's account is low in funds. This can be done by logging into your ParentPay account and changing your account settings in the communication area. E-mail reminders are entirely free of charge, alternatively you can opt for text message reminders upon payment of a fee. If you require any assistance with this, please contact the School Office.

Yours sincerely

**SCHOOL OFFICE**

## **APPENDIX III**

Dear (Parent's name)

### **Re: Child Name – Year - Balance**

We have recently contacted you concerning your child's Parent Pay school meal account being in debt. Please find attached a record of communications from the school concerning your account in arrears.

We have been continuing to provide your child with school meals even though your account has fallen into arrears as you have not made alternative lunch provision for your child. We cannot continue to do this.

A meeting has now been arranged for you to meet with the Headteacher to discuss this matter.

The details of this meeting are set out below:

Date:

Time:

Please note that although you may henceforth chose an alternative lunch arrangement for your child, it nonetheless remains your responsibility to clear any debts incurred on your ParentPay account.

Parents are responsible for providing lunch for their children and, if appropriate, the school may inform Enfield Children's Services if they do not do so.

If you believe that your child/children might qualify for entitlement to free school meals please contact the school office for further information. Free school meals are a statutory entitlement and should be claimed if a child qualifies. In order to claim, parents must complete an application form and provide any supporting evidence required. Entitlement to free school meals will only apply from the date the completed form and evidence is received and the application has been approved. It cannot be backdated.

In cases of severe financial hardship, please contact me in confidence. You may be entitled to Foodbank vouchers through clergy, your local councillor, doctor or care agencies for Foodbank vouchers.

Yours sincerely

**Headteacher**

## **APPENDIX IV**

### **Child receiving alternative lunch – but debt not cleared Headteacher to be informed**

Dear (Parent's name)

#### **Re: Child Name – Year - Balance**

We have contacted you concerning your child's Parent Pay school meal account being in debt. Please find attached a record of communications from the school concerning your account in arrears.

We note that you have made alternative provisions for (child's name)'s lunch, however it remains the case that your ParentPay account is still in arrears.

A meeting has been booked with the Headteacher to discuss this matter. The date and time of this meeting is as follow:

Date:

Time:

If this meeting time is inconvenient, please contact the school office on the above number.

Yours sincerely

**Headteacher**

## **APPENDIX V**

### **Debt Recovery for Lettings Service**

#### **Headteacher to be informed**

Dear (Organisation)

#### **Re: Outstanding Balance of £X further to Letting dated:**

We write further to the invoice dated xxxx which, to date, remains unpaid.

We would remind you that our terms of business stipulate that all invoices must be paid within 30 days.

Please could you ensure that this matter receives your urgent attention.

Any queries concerning the invoice or payment terms should be referred to the School Business Manager who is contactable on the above telephone number.

Yours sincerely

**Headteacher**



## APPENDIX VI

Dear Parent/Carer of:

Year:

### **Extended Club at St Andrew's Southgate Primary School – ACCOUNT IN ARREARS**

We write in relation to your child's enrolment in the Extended Club programme here at St Andrew's Southgate Primary School.

As per our Extended Club policy, we require parents to pay one month in advance so that we are able to ensure continuity of service. Where payment is not made in accordance with the terms and conditions set out in our policy, it may result in your child's place being withdrawn and action taken to recover any outstanding debt.

Please see table below for a breakdown of your account which is currently in arrears:

Name of child:	
Year group	
Duration of booking:	Autumn term 20XX: <input type="checkbox"/> Spring term 20XX: <input type="checkbox"/> Summer term 20XX: <input type="checkbox"/>
Total cost of booking for the duration stipulated in your booking form:	£
Total amount of payments made to date:	£
Total cost of XXX term 20XX:	£
Outstanding balance of XXX term 20XX:	£
Outstanding balance of entire booking:	£

Please carefully review the above analysis and contact the School Office if you have any questions or would like to discuss any aspect of your child's enrolment.

**Please note that immediate action is now required either to settle all outstanding sums or to arrange a meeting with the School Business Manager to agree a mutually agreed payment plan.**

Kindest regards

**School Office**

## **APPENDIX VII**

Dear Parent/Carer

### **Extended Club at St Andrew's Southgate Primary School**

We are writing to you to advise that your payments in respect of your child's enrolment at the Extended Club have fallen into arrears. A notice of your account in arrears was sent to you on XXXX.

In accordance with the Extended Club policy, parents must pay at least one month in advance either via childcare vouchers or by making a payment into the relevant item set up on the child's ParentPay account.

A meeting has been arranged for you to discuss this matter with the School Business Manager on XXXX. Please contact the School Office to confirm your attendance.

Please note that, as per the Extended Club policy, should the terms of payment not be adhered to, your child's enrolment at their chosen club may be suspended with immediate effect and legal action taken to pursue the outstanding debt.

Yours sincerely

**Headteacher**