Clapham Manor Primary School & Nursery

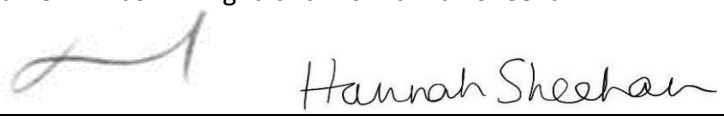
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Acre Schools Federation

Debt Recovery Policy

Date Reviewed and Approved	21st October 2025	**Next Review Date**	Autumn 2027
Signature of Chairs of Governors	Name: Mr. John Knight and Ms. Hannah Sheehan 		
Signature of Headteacher	Name: Mr. James Broad 		

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NB: Throughout this policy, headteacher refers to the executive headteacher or, in his/her absence, the head of school.

Statement of intent

Acre Schools Federation are 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 by the school. The school 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 is to 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. The 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

This policy has due regard to all relevant legislation and statutory guidance including, but not limited to, the following:

- DfE (2018) 'Charging for school activities'
- DfE (2023) 'Schemes for financing schools'

This policy operates in conjunction with the following school policies:

- Business Continuity Policy
- Data Protection Policy
- Financial Regulations and Scheme of Delegation
- Records Management Policy

2. Roles and responsibilities

The governing board is responsible for:

- Reviewing this policy on an annual basis.
- Regularly reviewing details of its debts and what recovery action is needed.
- Consultations if legal services are required for debt recovery.
- Adhering 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 the headteacher.

The headteacher is responsible for:

- The overall implementation of this policy and ensuring that all staff, parents and pupils are aware of their responsibilities.
- Recording debt reminders, and ensuring those records are maintained for a period of seven years – this includes dates and times of letters, phone calls, emails, conversations or any other correspondence.
- Ensuring instances of debt are judged on an individual basis, with consideration of the nature of the debt and the circumstances of the family involved.
- Ensuring the privacy of the pupil and their family will be protected by all staff.
- Ensuring the level of outstanding debt owed to the school can be determined at short notice.

3. Acceptable credit period

In the case of a debt, the governing board should agree upon a 'credit period' within which the debtor can pay the outstanding sum before debt recovery procedures are exercised. This period of time may vary, at the discretion of the governing board, dependent on the nature and size of the debt.

- **Invoices.** In general payment for all facilities, goods and services supplied by the School should be collected in advance or at least within **30 days upon receipt of an invoice**.
- **Enrichment Clubs** Payment for enrichment clubs should be made termly, in advance of commencement and a credit balance should be maintained at all times. Payment is required for all sessions booked even if the child does not attend, the

exceptions being when school is closed. If the child no longer requires a place the parent/carer should advise the School office at least one week in advance, where possible the school will then seek to cancel the child's place. Where insufficient notice has been given or the school is unable to cancel the child's place the parent/carer may still be liable for charges. Should the parent/carer fall into arrears, the school reserves the right to withdraw the child's place.

- **Staff Lunches** All staff are required to pay for school lunches in advance via Arbor.
- **Nursery Lunches** Payment for nursery lunches should be made in advance via Arbor.
- **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. Declaring 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.

The headteacher and governing board will review the level of outstanding debts at least annually or as necessary to determine whether current debt levels are acceptable and whether current methods and procedures to recover debts are effective.

Any individual cases of debt that are deemed to require intervention will then be pursued by the procedure starting from section five of this policy.

5. Debt recovery procedures

Where there is an outstanding payment yet to be received and the acceptable credit period has surpassed, an official invoice will be created outlining the value and reason for the debt, as well as the debtor's identity.

Upon creating the invoice and stipulating a date on which it must be paid by, there will be acknowledgement from the school that the debt has been set up.

6. Verbal and written overdue payment reminders

Overdue payment reminders are outlined below:

- **Initial verbal reminder –** informal in-person, telephone or email correspondence notifying the individual of debt with the date and time officially recorded.
- **First formal written reminder –** an official, dated letter addressed to the debtor which will be written up two weeks after the first informal reminder and will request that the account be credited immediately. The letter will warn that the service or facility provided may be at risk of cancellation.
- **Second formal written reminder –** 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 service or facility provided will be cancelled with

immediate effect. Payment or a must be made or a payment plan agreed within one week. A follow up phone call must be made to inform the debtor that they will need to make alternative arrangements regarding the service or facility provided. 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.

7. Failure to respond

If overdue payment reminders are not responded to within one week, another letter will be sent to the debtor advising them that the case has been referred to the school's headteacher.

It is then for the headteacher to agree on a timeframe for a repayment or, if necessary, a payment plan for separate instalments.

8. Negotiation of debt payment

It is expected that the debt will be repaid as soon as possible, particularly after repeated reminders; however, this will be negotiated at the discretion of the headteacher, particularly if the circumstances in section nine of this policy apply.

If there is a case where the debtor is deemed to be refusing to pay without sufficient reason, the school may consider involving legal services to resolve the issue and recuperate owed funds.

9. Exceptional circumstances and remissions

The school will ensure that parents of pupils are aware of the help the school can extend to those in financial difficulty. Parents 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)

In a case where there is, or it is suspected that there is, an overdue debt from a family who may qualify for remissions, details of the different types of bursary available will be sent to the debtor in question.

In exceptional circumstances, a debt will be referred to the governing board; it is not guaranteed, but the governing board may decide, to waive or reduce the outstanding debt in these circumstances.

10. Debt recovery costs

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 or refer to the governing board.

In addition to the remission allowances outlined in the Exceptional circumstances and remissions section of this policy, 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.

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

11. Monitoring and review

This policy will be reviewed on an annual basis by the headteacher and governing board.

APPENDIX 1- Letter 1

Name
Address

Date

Dear Name,

1st Debt Reminder

Despite the telephone call made on [date] according to our records, there remains an outstanding payment due on your lettings / your child's Enrichment Club/Nursery Place/Lunch account. In order for your letting to continue/ your child to continue to attending Enrichment Club/ Nursey/your child to be able to continue having a 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 Arbor via the app or online via https://login.arbor.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 name and nature of the debt as a reference:
  Sort Code: 60-03-36
  Account Number: XXXXXXXX
  Bank: NatWest

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 this service moving forward.

Once the debt is cleared please ensure your 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,

Name
Job Title

APPENDIX 2 Letter 2

Name
Address

Date

Dear Name,

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 to clear the outstanding amount due on your lettings / your child's Enrichment Club/Nursery Place/Lunch account.

As per our Debt Recovery Policy this provision 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 Arbor via the app or online via https://login.arbor.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 name and nature of the debt as a reference:
  Sort Code: 60-03-36
  Account Number: XXXXXXXX
  Bank: NatWest

Once the debt is cleared please ensure your 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,

Name
Job Title

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 due on your lettings / your child's Enrichment Club/Nursery Place/Lunch account.

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 Arbor via the app or online via https://login.arbor.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 name and nature of the debt as a reference:
  Sort Code: 60-03-36
  Account Number: XXXXXXXX
  Bank: NatWest

Your account will be checked after the date shown above; in line with the school's Debt Recovery 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

James Broad
Executive 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 **[Outline here the details of the debt and 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 was agreed in order to clear your account.

Payment plan

Outstanding debt	
Schedule of payments	**Monthly /weekly**
Total number of payments agreed	
Payment amount	
First payment date	
Payment two date	
Payment three date	
Payment four date	
Final payment date	
Payment method	

Signed:_____

Name:_____

Date:_____

You have two ways to make payment:

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

- By BACS using your name and nature of the debt as a reference:
  Sort Code: 60-03-36
  Account Number: XXXXXXX
  Bank: NatWest

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 **refer the debt to the governing board and may 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.

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

James Broad
Executive Headteacher