

# Debt Recovery Policy



	Name	Date
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<b>Approved by:</b>	Governing Body	8 <sup>th</sup> June 2022
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#### Associated Policies

- Charging and Remissions Policy
- Children not collected guidance

# De Bohun Primary School & Children's Centre

## Aim

Any money owed to the School has an impact on its budget and may affect the resources that the School is able to provide to all children. It is hoped that parents and service providers understand this and will make every effort to ensure that debts, if incurred, are paid in a timely manner.

The School will actively pursue (through written correspondence, meetings with the debtor and phone calls) the collection of monies owed to it. This includes debt from, for example, uniform sales, Breakfast Club, After School Project & Clubs, commercial organisations, school meals and other service providers.

**The School will ensure confidentiality and the anonymity of the families involved will be preserved at all times.**

**The School are required to ensure that:**

- all invoices outstanding are accurately recorded and maintained; and
- there is documentary evidence of all the steps undertaken by the School to recover any outstanding debt. This includes recording the dates that invoices and statements were distributed, phone calls were made, and/or text messages and letters have been sent to debtors.

For all outstanding debts, a final statement (stamped "final notice") is to be issued to all persons liable for the charge. This statement must state that *"further action will be taken if this account remains outstanding after a period of ten school days"*.

## Pursuance of Debt

**The Governing Body has agreed:**

- that 10 school days' worth of charges is the maximum level of school meal debt, Breakfast Club debtor After School Club debt that any family shall be able to incur (£23 for school meals, £50 for After School Club and £20 for Breakfast Club);
- to consider the School undertaking legal action, where necessary, and when commensurate with the size and nature of the debt; and
- to include in the minutes of the Governing Body their approval to pursue any outstanding debt.

**Actions taken to pursue debt:**

De Bohun Primary School will give the debtor appropriate notification and time to pay the outstanding debt. Where financial hardship, or exceptional circumstances are present, please refer to the School's Charging and Remissions Policy. The School will make every reasonable effort to work with the debtor to support repayment of outstanding debt.

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- The Finance Manager will email or phone the debtor to inform them of the debt [fourteen days after payment has fallen due]. The debtor will be invited to agree and to pay the outstanding balance at the earliest opportunity. The debtor will also be invited to discuss any issues (e.g., financial hardship or exceptional circumstances) with the Finance Manager to ensure support is given where required.
- If the agreed payment is not received within a reasonable time frame following completion of Step 1, a letter & email will be sent to the debtor advising them of the deadline to clear the outstanding debt (being 7 days thereafter). A meeting with the Finance Manager or a member of SLT will be offered if issues preventing payment are present. The matter will be referred to the Head teacher to authorise any adjustment required.
- Parents & Carers:** In the light of any failure to pay by the deadline specified at Step 2, services that are being provided to the debtor will stop. The debtor will no longer be able to use Breakfast Club or After School Club until the outstanding debt is cleared. School meals will no longer be provided, though all children of any debtor will receive a basic cold option dinner in the event of reaching Stage 3.
- Other service providers:** The School may obtain legal advice and reserves the right to take legal action, where required.

Records of the relevant action taken at each of Steps 1-3 above will be recorded.

**Please note:** If After School Club provision is removed following escalation to Step Three, it remains the parent or carer's responsibility to provide alternative child care arrangements. The School is not responsible for child care provision after the end of the school day. In the event of Step 3 having been reached, and a child of the debtor is left at the School and is not collected after the end of the school day, the School will follow its Children not collected guidance.

### **Waiving of Debt**

A recommendation to write off a debt may be made when all reasonable avenues to recover the debt have been exhausted, and where it is not cost effective to pursue the debt through legal action.

The Head teacher waive or reduce the debt where it is believed the debtor is experiencing financial hardship.

However, an outstanding debt exceeding £500 can only be written off by resolution of the Governing Body on the recommendation of the Head teacher or delegate.

Any action related to an outstanding debt or the waiving / reducing of a debt should be dealt with confidentially between the debtor and the Head teacher and the Governing Body.

[A formal record of any debts waived (including the reason for the waiver and the authorisation granted for such waiver) will be maintained for a period of 7 years after any such waiver is granted.]