

ST. MARGARET CLITHEROW ROMAN CATHOLIC PRIMARY SCHOOL

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Charging & Remissions Policy (including debt recovery) (School Policy)

Ownership: Finance + Personnel Committee

Document Date: February 2018
Review Period: Annually
Review Date: February 2019

To be read in conjunction with the following Policies:

- Schedule of Financial Delegation

The School provides an outstanding experience of Catholic worship, prayer and liturgy.
Pupil achievement in Religious Education is outstanding.
There is a real sense of unity and purpose.



Section 48 Diocesan Inspection May 2014

“Pupils make rapid progress because they are very keen to learn, and because the teaching is highly effective ... Behaviour is excellent. Pupils get along very well and enjoy school, accepting one another’s different views...”



Ofsted March 2013

*At St Margaret Clitherow School we are committed to Safeguarding Children
Jesus lives in us, our families, our school, our Church, our world. Jesus is our guide, let us follow Him*

1. Introduction

The Education Act (1966) dictates that Schools cannot charge for activities undertaken as part of the National Curriculum (some exceptions apply). Within the Act however, the School is empowered to make a full economic charge to parents whose children undertake activities outside of School hours.

This policy provides information to parents on the circumstances where the School may levy a charge for the cost of items or activities. Furthermore it details how debts may be recovered for the non-payment of these costs, and how refunds will be handled in the event of over-payment.

In the application of this policy, Governors will be mindful of the financial circumstances of families and will demonstrate appropriate discretion.

2. Charging

a) School Meals

The School sets the price of the meal in relation to costs incurred, including an element of staffing. The School does not aim to make a profit out of School meals.

School meals must be paid for in advance. The preferred payment method is via Parentpay, however cash or cheque payments can also be made via the School office.

If your account falls into arrears, the School is not required to provide your child with a School meal until such time as it is paid for and you must therefore either provide your child with a packed lunch, or collect your child and take them home for lunch.

Having been notified about any arrears on your account, any continued failure to send your child(ren) to School without making arrangements for their lunchtimes may result in Social Services being notified, as you have a responsibility towards your child(ren) to ensure they are fed at lunchtime.

b) Voluntary Contributions

When organising activities which take place mainly during School hours, but which are not part of the National Curriculum (such as offsite visits which enrich the educational experience of the children), the School will ask for a voluntary contribution to cover the cost of the activity. The level of contribution will be based on the actual cost incurred, divided by the number of children participating.

Parents will receive a letter stating the suggested minimum contribution, which must be paid by the deadline date. If the School does not receive sufficient contributions to fund the activity, it may be cancelled, at the Headteacher's discretion.

Alternatively the School may pay the additional costs to allow the activity to go ahead as planned. In doing this, no child will be disadvantaged by their parent's inability to make the suggested contribution.

c) Swimming

The School is required to provide swimming lessons as part of the National Curriculum, and as such will not make a charge for those lessons. However, the School does incur additional costs (pool hire and transport), which the School has committed to fund without charging parents.

In order to minimise the impact on the School budget, parents of children in years Three and Four will be asked for a voluntary contribution towards these additional costs. Children in those years will attend swimming lessons regardless as to whether or not they have made a contribution.

d) Obligatory Contributions

The School will usually make a charge where it offers additional activities before or after School, where qualified coaches who are not members of the School staff organise and run these activities.

Parents will be advised of the cost of these activities prior to them taking place, and will be required to make full payment before their child can participate.

Furthermore, parents whose children undertake individual or group music lessons in addition to the class-based study of music required in the National Curriculum, will be charged for those lessons.

e) Residential Trips

In alternate years, the children in years Five and Six attend an off-site residential activity. The cost of this trip includes board and lodging, transport, the cost of activities undertaken, insurance, supply cover and administration costs.

The School will require a non-refundable deposit to be paid to secure a place on the trip, and parents can pay the balance of the cost in instalments if required. However it must be noted that any child whose parent(s) have not paid the cost of the trip in full by the deadline date will not be able to go on the trip.

f) Exceptional Circumstances

Parent(s) in receipt of certain state benefits, or those who have exceptional circumstances, may receive full or partial remission of the costs of extra-curricular activities (such as music lessons or residential trips). In such circumstances, parent(s) should speak to the Headteacher before paying the deposit.

For residential trips during term time, parents will be made aware under which circumstances they would receive free board and lodgings.

g) Breakages and Damage

The School will charge parents the full cost of damage and loss as a result of a pupil's misbehaviour. Examples of such charges, whilst not exhaustive, are given below:

- Lost, defaced and damaged School books will be charged at their replacement value.
- Damage to the fabric of the School, or fittings and equipment will be charged at the cost of repair.
- Fines will be imposed for defacement by graffiti and other wilful or careless behaviour.

3. Refunds

a) Surpluses

The School will make a refund whenever an activity makes an unexpected surplus (per child) of more than 5% of the total cost, or £5.00. Any surplus less than this will be added to the School's account and used as part payment towards future trips or activities.

Parent(s) will be sent a letter offering a refund, and they should indicate whether they wish to receive the refunded amount by means of a cheque (for audit purposes no cash can be returned), or alternatively they can choose to donate the money to the School account (for use towards future trips/activities). If a response is not received by the deadline date, the remaining surplus money will remain in the School account.

b) Trip Cancellation

Parental contributions (whether voluntary or obligatory) will be refunded in full whenever a trip or activity is cancelled in advance, except for any non-refundable deposits, or any other costs which are unrecoverable from the trip provider.

4. Debt Recovery

a) Introduction

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. This policy will observe the relevant financial regulations and guidance set out in the Financial Handbook for Schools and any other legal requirements. In particular:

- The Governing Body will not write-off any debt belonging to the school that exceeds £500. Any sums above this will be referred to the Director of Children Schools and Families for approval. The formal agreement of the County Council's Finance Director will be obtained before they are written off. (If any debtor has a number of debts, which together exceed the write-off limit, then these will be treated as a total amount).
- A formal record of any debts written off will be maintained and retained for 7 years (see Appendix A).
- The 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) to the County Secretary to consider taking legal or other action to recover the debt.
- The school will not write-off any debt belonging to the County Council (e.g. debts for school meals) or another external party. Any debt belonging to the County Council will be referred to the appropriate officer for consideration/action without delay once the School has taken reasonable measures to collect the debt (i.e. has followed the reminder notification procedures set out below).

b) Record Keeping

In order to secure the collection of all debts, a record will be kept of goods or services supplied where payment is not received in advance or 'at the point of sale'. This record will detail what was supplied, including the value, date and identity of the 'debtor' (e.g. child, parent, hirer, etc.). Where invoices are raised these will state the date by which payment is due.

In all other cases, correspondence with parents will indicate the date by which payment is due (e.g. contributions for a school trip should be received by [date]), and as such any parent(s) not making payment by the indicated deadline will be recorded as having failed to make payment.

c) **Reporting of Outstanding Debt Levels**

The Headteacher will ensure that the level of outstanding debt is known / can be determined at any time.

The Headteacher will review the level of outstanding debts periodically in order to determine whether this level is acceptable and whether action to recover debts is required.

d) **Reminders**

Details of all reminders, whether verbal or in writing, will be maintained. Whenever a letter is issued, a copy must be retained on file. Should a debt need to be taken beyond two reminder letters, these may be presented as formal written evidence.

Initial reminders

Initial reminders may be informal and made either in person (when a parent comes to collect or drop off the child) or by telephone. Normally, the School secretary will undertake this having built up a good relationship with the parents.

First reminder letter

A first (formal) reminder letter shall be issued one week after an initial reminder.

Second reminder letter

A second reminder letter will be issued one week after the first reminder letter.

School meal debts

Specifically for School meal debts, having undertaken thorough checks that the debt is not the result of a School administrative error, the initial reminder will be a written notification, followed up by a telephone call if no response is received.

Continued failure to clear the debt will result in a second (final) letter being issued - note that there is no intermediate 'first' reminder stage in this process.

e) **Failure to Settle a Debt**

If no response is received from the reminders issued, a letter will be sent to the debtor advising them that the matter will be referred to the County Secretary's Department, Legal and Administration.

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.

f) Negotiation of Repayment Terms

Debtors are expected to settle the amount owed by a single payment as soon as possible. However, if a debtor asks for 'repayment terms' these may be negotiated at the discretion of Headteacher, who will also decide if the debtor must now pay in advance for any future services offered.

A record of all such agreements will be kept. A letter will be issued to the debtor confirming the agreed terms. The settlement period should be the shortest that is judged reasonable.

Any such agreement, which is subsequently not adhered to, should be referred to the Finance and Personnel Committee.

g) Costs of Debt Recovery

Where the School incurs material additional costs in recovering a debt then the Headteacher will decide whether to seek to recover 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.

h) Appeals

Parent(s) who feel they have been treated unfairly have the right to follow the School's complaints procedures.

Appendix A

Record of Debts Written Off

Debtor	Details of debt	Amount (£)	Invoice Reference and date⁽¹⁾	Reason for Write-off⁽²⁾	Authorisation of write-off⁽³⁾

(1) = Where applicable

(2) = Including brief details of measures taken to secure payment – as appropriate

(3) = Name and signature of the authorising individual and date. Cross reference to entry in the accounts where applicable