

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: December 2020
Review Period: Annually
Review Date: December 2021

To be read in conjunction with the following Policies:

- Schedule of Financial Delegation

Pupils are given many opportunities to serve each other, the school and the wider community, developing their own skills and talents in the process.



**Section 48 Diocesan Inspection October
2018**

“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

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 the debt has been cleared 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 Children's Services being notified, as you have a responsibility towards your child(ren) to ensure they are fed at lunchtime.

In the Summer Term, children from Year 6 will only be allowed to order a school dinner if their accounts are in credit.

Please see Debt Recovery section 4.a regarding school meal debts

b) Nursery 30 hours and lunch session

Families requesting additional lunch sessions (this does not include a school lunch) must pay the agreed non-refundable charge half-termly in advance. Refunds will not be provided if a child fails to attend nursery due to sickness or any other absence.

Families not eligible for the free 30 hours childcare provision must pay the agreed non-refundable hourly charge half-termly in advance. Refunds will not be provided if a child fails to attend nursery due to sickness or any other absence.

c) 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.

Under exceptional circumstances, the School may contribute additional funds 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.

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

e) Music Tuition

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.

f) Residential Trips

When residential trips occur, 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.

g) 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.

h) Breakages and Damage

The School will charge parents the full cost of damage and loss as a result of a pupil's misbehaviour.

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.

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) School Meal Debts
Step 1**

A reminder email from ParentPay shall be issued on a Monday morning (or Tuesday following a Bank Holiday or INSET day) if an account is in arrears. If the arrears are greater than £10 this email will be followed by a telephone conversation. The parent will be requested to pay the arrears and credit the account. Until this happens, the school will not provide the child with a school dinner on the next day.

Step 2

If a child's account is still in arrears (over £10) and the child has not been provided with a packed lunch from home, the headteacher will contact the parents.

b) 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 Debt Management Team.

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.

c) 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.

d) 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.

e) Appeals

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

f) Debt Recovery

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 Business Partner of Children Schools and Families for approval. The formal agreement of the County Council's Business Partner 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 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 Debt Management Team 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).

g) 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.

h) 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.

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