



# **BALHAM NURSERY SCHOOL AND CHILDREN'S CENTRE SERVICES**

## **DEBT RECOVERY, CHARGING AND REMISSIONS POLICY 2018-2019**

Signed: ..... Chair of Governors

Dated: .....

Signed: ..... Headteacher

Dated: .....

Review Date: Summer 2019

## Introduction

At Balham Nursery School and Children's Centre Services ("BNSCCS"), the majority of our children are either in receipt of their free 15 hour entitlement or the additional 15 hours (30 hour offer) for 3-4 year olds, or are eligible for an Early Education place for 2 year olds. The Governing Body recognises the valuable contribution that a wide range of additional activities can make towards each child's personal and social development whilst they are attending the nursery e.g. cooking, short walking trips to the park or shops, special visitors, hatching eggs/butterflies etc. The Governing Body aims to promote and provide such activities as part of a broad, balanced and enriched curriculum for the children.

BNSCCS also offers some nursery sessions that can be paid for by parents:

1. Parents can "top up" to a full time place for 3-4 year olds who are not eligible for the additional 15 hours (30 hour offer). The "top up" option at our school is for the full 15 hours across the week and BNSCCS is not able to offer individual nursery sessions.
2. Parents of children who turn 3 in either the Autumn Term, (1 September – 31 December), or Spring Term, (1 January – 31 March), can apply for an "early entry" place for 15 hours per week. Once the child is eligible for the free 15 hour entitlement, i.e. the term following their third birthday, charging would cease.

BNSCCS aims to charge in advance for both options in every situation to prevent parental debt to the school. Should debts accumulate, we will take all reasonable measures to vigorously collect debts as part of our 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. BNSCCS' debt recovery policy will observe the relevant financial regulations and guidance set out in the Financial Management Handbook for Schools (particularly Section 3.06) issued by Wandsworth Council, Section 48 of the School Standards and Framework Act 1998, and Schedule 14 to the Act, School and Early Years Finance (England) Regulations 2014 and any other legal requirements.

## Charging

This Policy is based on advice from the Department for Education (DfE) on [charging for school activities](#) and [the Education Act 1996](#), sections 449-462 of which set out the law on charging for school activities in maintained schools in England. The Governing Body endorses the guiding principles contained in the Act, in particular that no child should have his/her access to the curriculum limited by charges. The Governing Body may, from time to time, amend the categories for which a charge may be made and our debt collection model will be applied in these circumstances. The Governing Body reserve the right to revise this Policy as necessary.

## Charges

No charge can be made for education and care during a child's 15 hour entitlement. However, a voluntary contribution may be asked for to provide for additional activities within the school. The Governing Body or Headteacher will ensure that parents are aware that there is no obligation to make any contribution. If an activity cannot be funded without voluntary contributions, the Governing Body or Headteacher will make this clear to parents at the outset. It is important to note that no child will be excluded from an activity simply because his or her parents are unwilling or unable to pay. All children will still be given an equal chance to engage in visits and activities in the nursery.

The Governing Body reserves the right to make a charge in the following circumstances.

- Voluntary Contributions – the Governing Body may ask parents for a voluntary contribution towards the cost of any activity that takes place during school hours which is designed to enhance the curriculum for the children.
- School Lunch – there is a daily charge for school lunches, unless children are eligible for free school meals, in which case there will be no charge.
- Additional Nursery Sessions –The school offers “top up” and “early entry” nursery sessions. As these sessions are either over or outside the 15 hour free entitlement, they therefore carry a cost.
- Uniform – The school sells sweatshirts and T-shirts with the school logo which are available from the Reception office. However, there is no requirement for children to wear any uniform or any obligation on parents to purchase these items. Uniform items are paid for at the point of sale.

## Charging Procedures

### Payment for charged sessions in the nursery.

1. Parents who wish to “top up” or pay for “early entry” will be provided with an Agreement prior to their child joining the BNSCCS family. Parents will be asked to confirm their agreement to the terms and conditions contained therein for the two options, by signing and returning a copy to the school prior to their child coming on roll.
2. The Agreement sets out details of the dates that payments are due for the academic year and the amounts to be paid.
3. All payments are to be made in advance, for the month ahead. Parents will be sent an invoice by email approximately 2 weeks before payment is due. No charge will be made for school holidays.
4. **First written ‘overdue payment’ reminder.** If a payment has not been received by the allocated date, a member of the Admin Team will contact the parents by email within 5 working days. A copy of the email will be kept securely on the school’s network or in a school file.
5. **Second written ‘overdue payment’ reminder (Appendix 1).** If payment has not been received within 5 working days of the First Written Reminder, a Section Written Reminder will be sent to parents confirming the balance owed and setting a new deadline for payment. A copy of this letter and email will be kept securely on the school’s network or in a school’s file. At this point parents will be offered the opportunity to talk to the School Business Leader or Headteacher about the remissions procedures. Parents will be informed at this stage that their child’s place in the paid sessions may be withdrawn and be offered to another family if the balance is not received by the extended deadline.
6. **Failure to settle the debt (Appendix 2).** Should the balance remain outstanding by the extended deadline the child will not be able to attend the paid sessions at the nursery. A letter will be sent to parents from the Headteacher informing them of this and a copy of the letter will be kept securely in the school’s files. In these circumstances the Finance, Premises and Personnel Committee of the Governing Body will be informed.

## Difficulties with payment

Debtors are expected, whenever possible, to settle the amount owed by a single payment as soon as possible after receiving the first ‘overdue payment’ reminder. As part of our charging process, parents are offered an opportunity to discuss difficulties with making a payment with the School Business Leader or the Headteacher. It may be possible for the school to break the payments down into more manageable chunks through a payment plan. In all cases, a letter will be issued to the parents/debtor confirming the agreed terms for repayment. The settlement period should be the shortest that is judged reasonable.

A sensitive approach to debt recovery will be carried out, taking the following factors into account:

- Hardship: where paying the debt would cause financial hardship;
- Ill health: where our recovery action might cause further ill health;
- Time: where the debt is so large compared to the person's income that it would take an unreasonable length of time to pay the debt in full;
- Cost: where the value of the debt is less than the cost of recovering it;
- Multiple debts: where someone owes more than one debt to the School. In this situation an attempt to agree one repayment plan to include all debts will be established.

## **Remissions**

Remissions are payments made by BNSCCS to meet the cost of the charges where parents of the child are unable to pay and/or are subject to financial hardship. Remissions are made to try to minimise the financial barriers which may prevent some children taking full advantage of the opportunities offered by the school. Parents can apply in confidence to the Headteacher for the remission of charges in part or in full. The Headteacher, in consultation with the Finance, Premises and Personnel Committee, will make authorisation of remission.

## **Writing Off of Bad Debts**

The Governing Body of BNSCCS may not write-off any debt. The Finance, Premises and Personnel Committee ("FPP Committee") will refer any such sums to the Local Authority's Director of Finance for approval of write-off. Submission for write off for all debts will be made using the relevant form (Appendix 3.06A of the Financial Management Handbook for Schools) which will be signed and dated.

Debts greater than £10,000 can be written off only by the Local Authority's Executive Member for Finance on advice from the Director of Finance.

A formal record of any debts written off will be maintained and this will be retained for 7 years (the form of this record is specified above).

BNSCC will not initiate any legal action to recover debts. The Finance Premises and Personnel Committee will refer any debts which the School has not been able to collect to the Local Authority's Legal Services Department to consider taking legal or other action to collect the debt.

BNSCC will not write off any debt belonging to the Local Authority or other party. If in doubt as to the appropriate action to collect any such debts, the School will seek prompt advice from Officers of the Local Authority.

## **Reporting of outstanding debt levels**

The Headteacher will ensure that the level of outstanding debt is monitored each term. Records will be maintained to detail individual debts and the total value of debt to the school in order that it can be determined at any time as detailed in Appendix 3. These details will be reported to the Finance, Premises and Personnel Committee together with any action that has been put in place to recover the debt.

## Appendix 1 Second Written “overdue payment” Reminder



Date:

Dear Parents of: **[insert name]**.

**Re: Outstanding Fees for [top up/early entry] - [month and year].**

The deadline to pay for the **[month] [top up/early entry]** fees was due on **[insert date]**. Despite contacting you on **[insert date]**, we are yet to receive this payment. In order for you to retain your child's **[top up/early entry]** place, we will need to receive your payment by **[insert date]** at the very latest. Failure to make payment by this date may result in **[name of child]'s [top up/early entry]** place being withdrawn.

I would like to take this opportunity to remind you that fees are payable monthly in advance, as set out in the Agreement containing BNSCCS' Contract Terms and Conditions.

If you have any difficulties making a payment by this date or you wish to discuss matter this further, please do contact me via Reception on 020 8673 4055 or email [sbm@balham-nursery.wandsworth.sch.uk](mailto:sbm@balham-nursery.wandsworth.sch.uk), and we can arrange a convenient time to meet.

I thank you in advance for making your payment.

Yours sincerely

**Bryanna Patterson**  
**School Business Leader**  
**Balham Nursery School & Children's Centre**

## Appendix 2 Failure to Settle the Debt Letter



Date:

Dear Parents of: **[insert name]**

**Re: Withdrawal of a [top up/early entry] nursery place.**

The deadline to pay for the **[month]** fees for **[name of child's] [top up/early entry]** nursery place was **[insert date]**. Despite contacting you on **[insert date]** and sending you a further letter on **[insert date]** providing you with an extended deadline to make this payment, we still have not received the monies due.

### **For Top Up**

As a result of this, I regret to have to inform you that we will have to withdraw your child's additional 15 hours. **[name of child]** is still entitled to the universal 15 hours of free education and so their enrolment at the school will revert to a **[morning/afternoon]** place with a full day on a **[day of the week]** effective **[insert date]**.

**OR**

### **For Early Entries**

As a result of this, I regret to inform you that we will have to withdraw your child's place at the school effective **[date]**. As you are aware, **[insert name of child]** becomes eligible for the universal 15 hours of free education from **[insert date]**. We would be happy to reserve a place for **[insert name of child]** for the **[term]** term which commences on **[insert date]**. I would be most grateful if you could let the school office know if you would like to take up this place.

If you wish to discuss this letter further please contact me via the Reception office on 020 8673 4055 or email [admin@balham-nursery.wandsworth.sch.uk](mailto:admin@balham-nursery.wandsworth.sch.uk) .

Yours sincerely

**Emma Williams**  
**Headteacher**  
**Balham Nursery School & Children's Centre Services**

**Appendix 3**  
**Failure to Settle the Debt Letter**

**RECORDS OF DEBTS [Term] [Year]**

Debtor	Details of debt	Amount (£)	Invoice reference and date ( <i>where applicable</i> ).	Notes