





THE WANDSWORTH FEDERATION OF MAINTAINED NURSERY SCHOOLS

BALHAM NURSERY SCHOOL, SOMERSET NURSERY SCHOOL, EASTWOOD NURSERY SCHOOL, EASTWOOD DAY NURSERY

DEBT RECOVERY, CHARGING AND REMISSIONS POLICY 2023 2024

Signed:  (Chair of Resources)

Dated: 22 MAR 2023

Signed:  (Executive Headteacher)

Dated: 23.03.23

Review Date: Spring 2024

Introduction

In the Wandsworth Federation of Maintained Nursery Schools (“WFMNS”), i.e. Balham Nursery School, Somerset Nursery School, Eastwood Nursery School and Eastwood Day Nursery, 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 Federation 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 schools or day nursery e.g. cooking, short walking trips to the park or shops, special visitors, hatching eggs/butterflies etc. The Federation Governing Body aims to promote and provide such activities as part of a broad, balanced and enriched curriculum for the children.

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 and review fees charged on an annual basis.

Balham Nursery School and Somerset Nursery School also offer 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 schools are for the full 15 hours across the week. BNS and SNS do not “top up” for individual nursery sessions, but parents are able to request for their child to attend for less than the full 15 additional hours.
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. (unless topping up to full-time, where they are not eligible for Government funding)

Balham Nursery School and Somerset Nursery School aim to charge in advance for both options in every situation to prevent parental debt to the school. At SNS, a deductible deposit may also be charged in advance and invoiced to secure a child’s ‘paid place’. The deposit will be considered part-payment of the first terms fees.

All income from fees and charges, should be made in advance of the child’s start date and/or on the published payment dates, one month/term in advance, (depending on the school and unless prior arrangement has been made by the parent with the School.) Failure to make the agreed payment, may jeopardise the child’s place.

Payments made, cannot be refunded unless the School is closed, due to adverse weather conditions for example. A refund may only be considered for the duration of a School closure, where parents have paid for their place/hours in advance.

Payment for Top Up fees can be made by Bank Transfer or Childcare Vouchers (through a registered provider)

Where a child stays for a full day, lunch is provided, but has to be paid for. Lunch fees are charged and should be paid in advance. Failure of lunch fees being paid, may jeopardise a child's lunch place and they will revert to a part time place until the lunch fee is brought up-to-date and the account is in credit.

All income from fees and charges, provided that they do not relate to central council funds, are retained by the Schools/Day Nursery and should be paid into each of the Schools' disbursement accounts.

At Balham Nursery School, income from T-Shirts and Sweatshirts and some other miscellaneous income from parents is paid into the School Fund Account. At Somerset Nursery School parental donations and contributions are paid into the School Fund Account. There is no separate School Fund Account for Eastwood Nursery School or Eastwood Day Nursery. All payments relating to fees for the Day Nursery paid via bank transfer from parents/carers are credited directly into the School's disbursement account. All funds raised through fundraising/parental contributions, should be paid into a School Fund Account.

The Day Nursery, as non-maintained day care provision has the right to insist that parents pay the full cost of an event/outing or activity. Fundraising may also be undertaken to support an event/outing or activity. All proceeds thereof are to be paid into Eastwood Nursery School's disbursement account. (See email comments)

The Schools provide a freshly prepared, hot meal for lunch which is chargeable per day for all children except those who are eligible for free school meals or UIFSM. The Day Nursery provides breakfast, lunch and tea which is chargeable to all.

Charges

No charge can be made for education and care during a child's 15 hour, additional 15 hours or early education entitlement. However, a voluntary contribution may be asked for to provide for additional activities within the Nursery Schools. The Governing Body or Executive 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 Executive 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 Schools.

Voluntary Contributions

The Law says:

If the activity cannot be funded without voluntary contributions the parents will be notified of this from the outset.

No child will be excluded from an activity because parents are unable to pay.

If insufficient contributions are raised, the trip or activity may have to be cancelled.

If a parent is unwilling or unable to pay, their child will be given an equal chance to go on the visit.

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** – Nursery Schools– there is a daily charge for school lunches, unless children are eligible for free school meals, in which case there will be no charge. The cost of a daily school meal will be an amount determined by the local authority, contractor or Governing Body.

- Additional Nursery Sessions –Balham Nursery School and Somerset Nursery School offer “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. In rare cases the BNS’s or SNS’s standard Agreement for “top up” and “early entry” may be amended to accommodate specific requirements of a family, usually in response to the additional needs of the child.
- Uniform – Balham Nursery 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

Balham Nursery School.

1. Parents who wish to “top up” or pay for “early entry” at Balham Nursery will be provided with an Agreement prior to their child joining the BNS 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 or enforced school closure.

Somerset Nursery School

1. Parents who wish to “top up” or pay for “early entry” at Somerset Nursery will be provided with an Agreement included on the Application Form prior to their child joining the SNS family. Parents will be asked to confirm their agreement to the terms and conditions contained therein, by signing and returning a copy to the school prior to their child coming on roll. The Agreement specifies a term’s notice needs to be given prior to a child leaving. This notice period will impact any fees paid if not given. Fees will not be refunded where a term’s notice is not given.
2. An invoice will be provided to parents for both Top Up fees and lunch fees in advance of payment. Unless agreed with the School parents should pay these fees a term in advance.

Eastwood Day Nursery

1. A non- refundable registration fee is required upon registration except for 2 year olds with a 15 hour entitlement via the early education code. If more hours are required exceeding the free entitlement a charge is made in line with current fees and charges.
2. There is no discount on registration fees. One fee is payable if two or more children are registered at the same time from the same family. A registration fee will be applied for all subsequent registrations.
3. The cost of Day Nursery meals is included as part of the fees.
4. A charge for childcare is made on a half day, whole day or weekly basis. Parents are invoiced monthly for a complete calendar month on 1st of the month. No refunds are given and payment is due during all absences as this is an all year round service.
5. A minimum of one month’s notice is required where parents/carers wish to stop using the Day Nursery service. **Where notice is not given the Day Nursery reserves the right to charge the equivalent of the notice period.**
6. Where a child leaves the Day Nursery, re-registration cannot take place until 4 weeks after the child last day. A non-refundable re-registration fee will be payable.

7. No charge is made for the 15 hour universal entitlement for all 3 and 4 year olds. The offer is on a stretched basis as the Day Nursery is an all year round setting all additional sessions and services are fully charged in accordance with current fees.
8. No charge is made for children aged 3 and 4 eligible for 30 hours of free early education as determined by the HMRC. This is offered on a stretched basis as this an all year round provision. All additional sessions and services will be charged in accordance with current fees.
9. The Day Nursery will close for a maximum of 12 days each year for which no charge is made. The provision will be closed for 4 days in August, following the Bank Holiday and 3 days at Christmas. Up to 5 staff training days may take place and the dates for these are determined annually.
10. A sibling discount of 20% is applied to the invoice of the eldest child where 2 or more children attend the Day Nursery simultaneously. Where the sibling is a twin or triplet one child will be randomly selected to apply the discount. The discount is removed as soon as there are no longer two or more children in attendance.
11. A late collection fee (per minute) will be charged in accordance with the current charges.
12. No charge is made for free Early education places for 2 year olds, i.e.15 hours per week. Where two full days is the preferred attendance mode a charge is made for lunch and tea on the days of attendance as these are deemed to be additional chargeable services. Charges will also be made where additional sessions are required.
13. Staff accessing paid services for childcare are charged according to the current fees and charges. There is a 20% discount for staff applied to one child only.
14. A charge may be made to cover ingredients or materials where the parent/carer has confirmed in advance that they wish to own the finished product.
15. A full charge will be made for all visits, trips or activities for Day Nursery children. If insufficient contributions are raised a trip or activity may be cancelled.

Debt Recovery

Should debts accumulate, The WFMNS 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. WFMNS's Debt Recovery, Charging and Remissions 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.

4. **First written 'overdue payment' reminder.** If a payment has not been received by the allocated date, a member of the Business Team will contact the parents by email within 5 working days. A copy of the email will be kept securely on the relevant 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 relevant School's network or in a school's file. At this point parents will be offered the opportunity to talk to the Day Nursery Manager/Administrator/Executive School Business Leader/Business Manager or Executive Headteacher/Deputy Headteacher about the remissions procedures. Parents will be informed at this stage that their child's place in the paid sessions may be withdrawn 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 Balham Nursery, Somerset Nursery or Eastwood Day Nursery. A letter will be sent to parents from the Executive Headteacher informing them of this and a copy of the letter will be kept securely in the relevant School's files. In these circumstances the Resources 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's/Day Nursery Manager/Administrator/Executive School Business Leader/Business Manager or the Executive Headteacher/Deputy Headteacher. It may be possible for the WFMNS to break the payments down into more manageable amounts 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 by WFMNS 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. In this situation an attempt to agree one repayment plan to include all debts will be established.

Remissions

Remissions are payments made by WFMNS Schools 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 Schools. Parents can apply in confidence to the Executive Headteacher for the remission of charges in part or in full. The Executive Headteacher, in consultation with the Resources Committee, will ratify authorisation of any remissions. Where possible Government Grants should be considered to assist in payment of activities where hardship is a consideration. Early Years Pupil Premium where a child is eligible is one such Grant that could be considered before writing off a debt.

Writing Off of Bad Debts

The Governing Body of the WFMNS may not write-off any debt. The Resources Committee will refer any such sums to the Local Authority's Assistant Director of Finance and Resources 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 Assistant Director of Finance and Resources.

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).

WFMNS will not initiate any legal action to recover debts. The Resources Committee will refer any debts which the Schools have not been able to collect to the Local Authority's Legal Services Department to consider taking legal or other action to collect the debt.

WFMNS 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 WFMNS will seek prompt advice from Officers of the Local Authority.

Reporting of outstanding debt levels

The Executive 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 Resources 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/childcare] - [month and year].

The deadline to pay for the **[month] [top up/early entry/childcare/lunch]** 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/childcare/lunch]** 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/childcare/lunch]** place being withdrawn.

I would like to take this opportunity to remind you that fees are payable monthly/termly in advance.

If you have any difficulties making a payment by this date or you wish to discuss matter this further, please do contact me via **[telephone number and email address]** and we can arrange a convenient time to meet.

I thank you in advance for making your payment.

Yours sincerely

The Wandsworth Federation of Maintained Nursery Schools
[Establishment]

Appendix 2
Failure to Settle the Debt Letter

Date

Dear Parents of: [insert name]

Re: Withdrawal of a [top up/early entry/childcare/lunch] place.

The deadline to pay for the [month/term] fees for [name of child's] [top up/early entry/childcare/lunch] 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.

OR Lunch

As a result of this, I regret to inform you that you will need to collect your child at the end of the morning session/bring them in for the afternoon session, until the lunch money arrears have been paid and a credit balance is held on your account.

OR

For Eastwood Day Nursery

As a result of this, I regret to inform you that we will have to withdraw your child's place at Eastwood Day Nursery effective [date].

If you wish to discuss this letter further please contact me via [telephone number and admin email address]

Executive Headteacher
The Wandsworth Federation of Maintained Nursery Schools
(Establishment)

