

Document Title:	Debt Recovery Policy
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Identify if policy is on FT web site or School web site	School Website
Related policies:	Child protection and Safeguarding Schools Meal Policy Charges and Remission Policy Uniform Policy

1. Purpose & Principles

- This policy sets out how Focus-Trust will prevent, monitor, and recover debts arising from optional/chargeable activities, ensuring stewardship of public funds and fairness to all families. It sits alongside—and must be read with—the Focus-Trust Charges and Remissions Policy.
- Key Trust rules include: what schools may charge (e.g., residential board & lodging; optional extras outside school hours; materials where families wish to keep the finished product; music tuition not part of the curriculum; costs incurred through vandalism/negligence) and how voluntary contributions must be handled (no discrimination; cancellation if insufficient funds).
- National law and guidance underpinning the Trust's policy confirm that schools cannot charge for education provided during school hours (including materials), define optional extras, set out remissions, and explain voluntary contributions. [\[assets.pub...ice.gov.uk\]](#), [\[gov.uk\]](#), [\[legislation.gov.uk\]](#)
- **Safeguarding and dignity:** No pupil will be refused a meal on the day due to parental debt. However, parents may be asked to provide packed lunches while arrears are cleared (see staged recovery below). We will actively signpost Free School Meals (FSM) and other support to eligible families, in line with the latest DfE guidance. [\[gov.uk\]](#), [\[assets.pub...ice.gov.uk\]](#)

2. Scope

This policy covers debt arising from chargeable services including (but not limited to):

- **School meals** for pupils not eligible for UIFSM (Y3–Y6) or benefits related FSM;
- **Breakfast and after-school clubs;**
- **Music tuition/instrument hire** not required by the curriculum;
- **Residential visit board & lodging;**
- **Other “optional extras”** (transport for non-curricular activities, paid workshops, etc.).
These categories align with the DfE charging lists, [\[assets.pub...ice.gov.uk\]](#)

Optional extras are activities outside the core curriculum or outside normal school hours, such as extended day services, enrichment trips, and specialist tuition. Charges apply only where permitted by law and Trust policy. Voluntary contributions may be requested for curriculum-linked trips, but no child will be excluded if parents cannot contribute.

Funding Support Options:

Parents may be able to use government schemes to help cover costs:

- **Tax-Free Childcare:** Eligible families can use this scheme to pay for approved childcare services, including breakfast and after-school clubs. The school will provide invoices and receipts to support claims.

- **Universal Credit:** Families claiming UC may be able to recover up to 85% of childcare costs for qualifying activities. The school will assist by providing documentation required for claims.

For guidance, parents should visit gov.uk or contact the school office for support.

3. Roles & Responsibilities

- **Trust Board:** approves and reviews this policy; monitors outstanding debt levels; authorises write-offs in line with Trust thresholds and the school Finance Handbook.
- **Headteacher/ Business Manager (BM):** implements the policy; oversees prevention, monitoring, staged recovery, and reporting; ensures records of reminders/contacts are retained for 7 years.
- **Office Team:** maintains accurate accounts; issues reminders/letters; supports families to access FSM/remissions. [\[gov.uk\]](https://gov.uk)
- **Parents/Carers:** pay in advance where required; engage promptly if contacted; request help where needed (FSM/remission/payment plan). [\[assets.pub...ice.gov.uk\]](https://assets.publishing.service.gov.uk)

4. Prevention & Payment Expectations

- **Advance payment:** Optional extras (clubs, music, etc.) are payable in advance; where families book by half-term, fees should be settled before the period starts.
- **Clear information:** Charges, due dates, and methods of payment are communicated via the school's platform and letters.
- **FSM signposting:** Office staff check eligibility and support applications proactively; **transitional protections** and Universal Credit updates are considered. [\[gov.uk\]](https://gov.uk), [\[assets.pub...ice.gov.uk\]](https://assets.publishing.service.gov.uk)
- **Voluntary contributions:** For activities during school hours, requests are voluntary; children whose parents do not contribute will not be discriminated against. If insufficient contributions are received, the activity may be cancelled.

5. Data Protection & Fair Processing

- The school processes parent/carers contact and payment data under UK GDPR using the lawful basis of Public Task (education functions in law) and, where appropriate, Legitimate Interests (recovering debts for services supplied), ensuring necessity and a fair balance of rights. Privacy notices will reflect this. [\[ico.org.uk\]](https://ico.org.uk), [\[gov.uk\]](https://gov.uk)
- We keep debt communications proportionate and confidential; any referral to external collections is documented with a lawful basis assessment. [\[ico.org.uk\]](https://ico.org.uk)

6. Staged Debt Recovery (Four Levels)

Indicative thresholds are set to maintain consistency while allowing discretion for vulnerability/hardship. We reserve the right to adjust amounts to reflect local prices and systems without contradicting Trust or DfE guidance.

Level 1 – Gentle Reminder (Week 1 / c. <£15 arrears)

Trigger: 5–7 calendar days after due date **or** arrears accrue under £15

Action: Text/email reminder; signpost FSM/remission support. (Template A)

Level 2 – Arrears Notice & Offer of Support (Week 2 / c. £15 - £25 arrears)

Trigger: 14 days overdue **or** arrears reach c. £15 - £25 arrears

Action: Letter inviting parent/carers to contact school to agree payment or request support; meeting offered; payment plan considered for up to 6–12 weeks. (Template B)

Level 3 – Restricted Access to Optional Extras (Week 3 / c. £25 - £50 arrears)

Trigger: 21 days overdue **or** arrears reach c. £25 - £50 arrears

Action: Formal letter advising that paid optional services (e.g., clubs, paid music, paid trips) may be suspended until arrears are cleared or a plan is in place; for school meals, parents may be asked to send packed lunches while we continue to feed the child if necessary on the day (no child goes hungry), these meals may be chargeable. (Template C)

Level 4 – Pre Legal Action / External Referral (Week 5 / c. £50+ arrears)

Trigger: ≥ 28–35 days overdue and no engagement or defaulted plan; arrears typically ≥ £50 (or locally agreed threshold).

Action: **Final letter** warning that debt may be referred to Trust/governor approval for external recovery or legal action; costs of recovery may be added if proportionate. Meeting again offered; hardship pathway reiterated. (Template D)

Note: At any stage, verified hardship may lead to remission (full/partial) or an extended payment plan. Remissions must follow Trust policy and statutory criteria (e.g., specific benefits for residential board & lodging)., [\[assets.pub...ice.gov.uk\]](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/614441/2020-09-01-Trust-Policy-Updated-2020-09-01.pdf)

Level 5 – Referral to Chief Financial Officer

Trigger: If there has been no engagement or payment then the debt should be referred to the Chief Financial Officer. This will trigger a further letter to the parent/carers requesting payment and setting out potential further steps that the Trust will take to recover the debt. At this point all details and evidence taken to recover the debt should be forwarded to the CFO. No action will be taken without consultation with the Business Manager and Principal/Headteacher(Template E)

7. Costs of Recovery

Where the school incurs **material additional costs** (e.g., trace/collection fees) to recover a debt, these may be added to the debtor's account if reasonable and previously notified.

8. Small Claims Court

Focus-Trust reserves the right to refer any unpaid debts to the Small Claims Court for Civil Recovery. Any action of this nature will be co-ordinated by the Chief Financial Officer. Template F will be issued to the parent/carer.

9. Bad Debts & Write-offs

Write-offs below £1,000 require governing board approval, recorded with reasons and retained for 7 years. Write Offs over £1,000 require authorisation from the Chief Financial Officer. Thresholds and delegation follow Trust/Finance Handbook arrangements.

10. Monitoring & Reporting

- BM reviews debt levels termly; summary reported to governors; actions logged.
- Records of reminders/letters/communications retained for 7 years.

10. Negotiated Debt Recovery Plans

Debtors are expected to settle the amount owed by a single payment as soon as possible after receiving the initial Level 1 reminder. However, if people are unable to clear their outstanding debt the Trust is prepared to discuss various options for clearing the debt with the parent/carer.

We will always attempt to ensure a sensitive approach to debt recovery is 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 it all off.
- **Cost** – where the value of the debt is less than the cost of recovering it.
- **Multiple debt** – 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.

If a debtor requests for repayment terms these may be negotiated at the discretion of the Headteacher/Business Manager. A record of all such agreements entered into will be retained.

In all cases, a letter will be issued to the debtor confirming the agreed terms for repayment. The settlement period should be the shortest that is judged reasonable. The Principal/School Business Manager will decide whether any debtor who has been granted extended settlement terms will not be offered any further credit and in future will be required to pay in advance.

11. Hardship & Remission Provision

Purpose: To ensure equal access and protect pupils where families experience financial hardship.

Eligibility: Parents/carers may request full or partial remission for chargeable items where permitted (e.g., board & lodging on residential visits for families in receipt of qualifying benefits), or temporary support during verified hardship.

Process: Contact the Office/SBM in confidence. The school will: (a) check eligibility for Free School Meals and other support; (b) offer a payment plan; (c) consider discretionary remission consistent with Trust policy; (d) signpost external advice.

Evidence: Families may be asked to provide basic evidence (e.g., benefit award letter). Decisions are made promptly, recorded confidentially, and reviewed regularly.

Safeguards: No child is stigmatised; essential education is never contingent on payment; communications remain supportive and proportionate.

Template A – Level 1: Gentle Reminder (text/email)

Subject: Friendly reminder – {service} payment for {Child Name}

Dear {Parent/Carer Name},

Just a quick reminder that our records show an outstanding balance of £{amount} for {service} ({dates/period}).

Please make payment by {due date} via {payment method/platform}.

If you're experiencing financial difficulty, contact {Office contact} – we can help check Free School Meals eligibility or discuss a payment plan.

Thank you for your prompt attention.

Kind regards,

{Name}, {Role}

{School}

Template B – Level 2: Arrears Notice & Offer of Support

Subject: Arrears notice – please contact us about {service} for {Child Name}

Dear {Parent/Carer Name},

Following our reminder on {date}, your account shows arrears of £{amount} for {service} ({dates/period}).

Please arrange payment by {date} via {platform}.

We would like to support you. If you need help, please contact {Office contact} to:

- discuss a short payment plan, or
- check eligibility for Free School Meals (FSM) or remissions.

We aim to be fair and consistent for all families, so do get in touch.

Yours sincerely,

{Name}, {Role}

{School}

Template C – Level 3: Suspension of Optional Paid Services (while safeguarding meals)

Subject: Important – action needed on arrears for {service} ({Child Name})

Dear {Parent/Carer Name},

Despite previous reminders, arrears of £{amount} remain outstanding for {service}.

Please pay by {date} or contact us urgently to agree a payment plan.

Until arrears are cleared or a plan is in place, we may suspend access to certain optional paid services

(e.g., {breakfast/after-school clubs, paid music, trips}) to prevent further debt.

School meals: No child will be refused a meal on the day. However, from {date} we ask that you provide a packed lunch

while we work together to resolve the balance.

We are here to help – please contact {Office contact} today.

Yours sincerely,

{Name}, {Role}

{School}

Template D – Level 4: Final Notice / Pre-Legal Referral

Subject: Final notice – outstanding debt for {service} {{Child Name}}

Dear {Parent/Carer Name},

Arrears of £{amount} for {service} {{dates/period}} remain unpaid despite previous communications.

Unless payment is received by {final date} or a payment plan is agreed, we will refer this debt for recovery

in line with our policy. This may involve external collection or legal action, and reasonable recovery costs may be added.

We would still prefer to resolve this cooperatively. Please contact {Office contact} immediately to discuss

a plan or any hardship circumstances (including FSM/remission).

This letter forms our final notice prior to referral.

Yours sincerely,

{Name}, {Role}

{School}

04 December 2025

Private and Confidential

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xxxxxx

Dear xxxx,

Outstanding xxxxx

We are writing to you on behalf of Focus-Trust, which oversees xxxxxxx School, regarding the outstanding balance on xxxxxxx account. Despite previous correspondence from the school, we note that no payment has been received to date.

We fully appreciate that financial difficulties can arise, and we want to support families wherever possible. However, it is important that all xxxxx accounts are kept in good order so that we can continue to provide this and other services effectively to all children.

At present, the outstanding amount on your account stands at **£xxxx**. We are now asking that this balance be cleared in full within the next **14 days** or that you contact us to agree a manageable payment plan.

If you are experiencing financial hardship, we strongly encourage you to get in touch with the school office in confidence.

To resolve this matter, please take one of the following actions by **xxxxxx**:

- Pay the outstanding amount in full via bank transfer or Parent Pay
- Contact the school office on xxxxxxx to arrange a payment plan.

If no action is taken by this date, we regret that the matter may be escalated further, which could include referral to external recovery procedures.

We trust that you will treat this matter with the seriousness it requires and thank you for your prompt attention and cooperation.

Yours sincerely,

Alistair Ray, Chief Financial Officer

Template F – Pre-Court Action Letter – CENTRAL TEAM USE ONLY.

09 January 2026

Private and Confidential

URGENT

XXXX

XXXX

XXXX

Dear xx

Outstanding xxxx Debt in the sum of £xxxx

We write to you to inform you that you are indebted to Focus Academy Trust (UK) Ltd t/a xxxx in the sum of xxxxxx.

The Civil Procedure Rules

This letter is being sent to you xxxxxx in accordance with the Pre-Action Protocol for Debt Claims ("the Protocol") contained in the Civil Procedure Rules. In particular, we refer you to paragraph 7 of the Protocol concerning the Court's powers to take into account non-compliance with the Protocol when giving directions for the management proceedings. Parties are expected to comply in substance with the terms of the Protocol.

The basis of the Debt

The Debt relates to unpaid xxxxxxxx for xxxxxxxx, who xxxxxxxx over period xxxxxx to xxxxxxx and represents the amount outstanding under the following invoices:

1. Statement xxxxx £xxxxx

In the circumstances, you, xxxx, owe Focus Academy Trust (UK) Ltd t/a xxxxx the sum of £xxxxx. The Debt is payable immediately and does not include legal costs.

As evidenced by the Statement of Account, the Debt is considerably overdue for payment. There is no reason why the Debt should not be discharged in full without further delay as we are not aware of any dispute as to the amount of the Debt or your liability to pay it. A copy of your Statement of Account can be found at Appendix 1.

Payment details

The Debt can be paid by making a bank transfer to the following bank account]:

Bank: Lloyds
Account number: xxxxxxxx
Account Name: Focus Academy Trust (UK) Ltd t/a xxxxxxxxxxxx
Sort Code: 30-96-26
Ref: xxxxxx

We would accept monthly instalments of £xx, payable by standing order. However, you may contact us on xxxxxxxx to discuss reasonable repayment options. It would, however, assist those

discussions if you could complete the Standard Financial Statement at Appendix 4 so that we are in a position to assess what you can reasonably afford to pay.

The next steps

You should respond to this letter, enclosing the completed Reply Form, Financial Statement and documentation requested above, within 30 days of the date of this letter, **xxxxxxx**, allowing sufficient time for posting. If we do not receive your Reply Form by the stipulated deadline, we will issue appropriate proceedings against you. Such proceedings will include a claim for legal costs.

We strongly recommend that you take independent legal advice upon the contents of this letter. You should also note that free independent advice and assistance can be obtained from the organisations outlined at Appendix 2 to this letter, as well as the [Money Advice Service](#) (now known as MoneyHelper).

Yours faithfully

Focus Academy Trust (UK) Ltd t/a **xxxxxxxxxx**

Encs: Appendix 1 - Statement of Account

Appendix 2 - Information Sheet

Appendix 3 - Reply Form

Appendix 4 - Standard Financial Statement