



Devonshire Primary Academy Debt Management Policy



Adopted by Governors/HT: Governors
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Person responsible for policy: Finance Lead /
Business Lead

Debt Management Policy

This policy outlines the procedures for managing debts at Devonshire Primary Academy, ensuring fairness, transparency, and safeguarding the welfare of all pupils. It applies to all paid services offered by the academy, including childcare, meals and trips.

At a Glance Summary

Payment Item	Payment Amount	Payment Deadline	Payment Methods
Preschool All-Inclusive Fee	Variable per half-term	Deadlines communicated during admission meetings and reminders each half-term	ParentPay PayPoint Tax-Free Childcare Scheme (where eligible)
Preschool Additional Hours	£18 per session	Pay for 1 week in advance	ParentPay PayPoint Tax-Free Childcare Scheme (where eligible)
Honeycombers Breakfast Club	£3 per session	Book and pay for at least 1 session in advance	ParentPay PayPoint Tax-Free Childcare Scheme (where eligible)
Honeycombers After School Club	£6 per session	Book and pay for at least 1 session in advance	ParentPay PayPoint Tax-Free Childcare Scheme (where eligible)
Trips and Visits inc. Residentials	Variable per trip/visit	Deadlines communicated in trip/visit letters	ParentPay PayPoint
School Meals	£2.80 per meal	Pay for 1 week in advance unless entitled to UIFSMs or Targeted/Expanded FSMs	ParentPay PayPoint

Payment Methods

Payments can be made via ParentPay; either online or at any shop displaying the PayPoint symbol. PayPoint transactions can take up to 48 hours to appear on the school's system and therefore the school may require a receipt as evidence to approve a booking.

Payments for Preschool and wraparound care may also be made via the Government Tax-Free Childcare Scheme (where eligible).

Non-Payment

Devonshire Primary Academy operates a 'no debts' policy. Where accounts fall into arrears, the relevant service will be paused/cancelled until payment is received or a repayment plan is agreed.

In relation to **Preschool**: failure to make payment in advance for the Preschool All-Inclusive Fee will result in the full-day attendance option being withdrawn from your child; and failure to make payment in advance for Preschool Additional Hours will result in additional sessions being withdrawn from your child.

In relation to **Preschool** and **Honeycombers**: if your child is not collected when expected/requested, the school will action the 'Left Child' protocol and contact Blackpool Council's Pupil Welfare service.

In relation to **trips and visits**: trips and visits may be cancelled if insufficient payment has been received in advance of the trip to cover the associated costs.

In relation to **school meals**: the welfare of our pupils is our priority and no child will be left without food during the school day, however, failure to make payment in advance may result in pupils being offered an alternative to the full school meal. Parents/carers will be requested to provide a packed lunch for their child(ren) until the debt has been cleared and future meals have been paid for in advance. Where concerns arise regarding a child's welfare, or where repeated non-payment forms part of wider safeguarding concerns, the academy may seek advice from appropriate agencies in accordance with its safeguarding procedures.

Parents/carers are responsible for ensuring that all payable accounts are in credit at all times. The academy reserves the right to deny access to paid services where accounts are in arrears. In exceptional circumstances only, the Headteacher may exercise discretion to allow continued access where there are specific and evidenced safeguarding or welfare concerns relating to a pupil. Such arrangements will be reviewed regularly and may be subject to a repayment agreement.

In cases of genuine financial hardship, the academy will work with families to find a solution, including payment plans or signposting to local support services. Parents/carers who are experiencing financial hardship are encouraged to contact the Business Lead, who will treat the matter with sensitivity and discuss potential support options with you.

Data Protection and Confidentiality

The academy will process personal information relating to debts and arrears in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and the Trust's Data Protection Policies.

Information relating to a family's financial circumstances will be treated confidentially and shared only with those members of staff, governors or professional advisers who require the information in order to carry out their duties.

Personal information will only be retained for as long as necessary and in accordance with the Trust's retention procedures.

Debt Recovery Process

If debt is not cleared within seven days, the academy's debt recovery process will commence.

All debts will be recorded and non-payment will be followed up by issuing reminders as outlined below:

Step One: Within one week of arrears – Academy Written Communication to Request Payment (Letter Sent Home with Child/Posted or Parentapp/Class Dojo Message)

Step Two: Within the same week of the Academy Written Communication to Request Payment – Phone Call

Step Three: 21 days after date of the Academy Written Communication to Request Payment - Initial Legal Letter (Posted)

The Initial Legal Letter is sent when the academy has still not received payment, despite the previous reminders. This letter details the dates during which the debt has been accrued and advises parents/carers that they have two weeks from receiving the letter in which to clear the entire amount of the debt. Parents/carers are also advised at this stage that failure to clear the accounts in arrears, or to contact the academy to discuss their financial situation, may result in the academy commencing legal proceedings.

Step Four: 14 days after date of Initial Legal Letter - Follow-Up Letter (Posted)

The Follow-Up Letter is sent when the academy has still not received payment, or been contacted by the parent/carer to discuss their financial situation. The letter requests the presence of the parent/carer at an appointment with the Headteacher to discuss a Repayment Plan. Parents/carers are advised to contact the academy to confirm their attendance or to request to rearrange the appointment. Failure to attend the appointment, or to contact the academy, will result in the academy commencing legal proceedings, which would include claiming the cost of the court fees and may include claiming interest on the debt.

Step Five: 7 days after date of Follow Up Letter - Letter Before Action (Posted)

The Letter Before Action requests that parents/carers contact the academy within two weeks of receiving of it. Failure to contact the academy, will result in the academy commencing further legal proceedings, which would include claiming the cost of the court fees and may include claiming interest on the debt.

Step Six: Legal Action to Commence

Legal Action may consist of the following:

- CCJ (County Court Judgement)

A County Court Judgment (CCJ) is a type of court order in England, Wales and Northern Ireland that may be registered against you if you fail to repay money you owe. If you receive a County Court claim form, you have the right to talk to a [free debt advice service](https://www.moneyadviceservice.org.uk/en/tools/debt-advice-locator) right away (advice can be found at <https://www.moneyadviceservice.org.uk/en/tools/debt-advice-locator>). You will have 14 days to reply from the date of receiving a claim form. If you ignore the letter or notice, the court will still issue the judgment but they won't be able to take your financial circumstances into account. The court can issue a judgement by instalments, where you pay the debt off over time, or a judgement forthwith, where the whole amount you owe is due immediately. If you admit the claim and make a monthly offer of payment, it's likely that you'll receive a judgement by instalments. The monthly repayment rate will be set by the court using the information you provided in your admission form. If you don't respond to the claim and the court can't take your circumstances into account, they'll still enter a judgement against you, which is called a judgement in default. In both cases, you can ask the court to look at this again if the repayments are more than you can reasonably afford and this is called a redetermination. If you receive a CCJ and don't keep to the terms it sets out, the academy can ask the court to enforce the debt. There are

several ways that the court can do this, including bailiff action, a Charging Order and an Attachment of Earnings Order.

- A Warrant of Execution

This gives court bailiffs the authority to seize goods from the defendant's home or business to sell at auction. Ordinarily, the bailiffs would send the defendant a letter saying he/she must pay any outstanding money within seven days. If the money is not paid, the bailiffs would call at the home address of the defendant.

The defendant has the right to ask for a warrant to be "suspended" – for example, if the defendant is making an offer of payment. If the academy does not agree to a suspension of a warrant, the defendant and the academy will then be told when to attend court.

- An Attachment of Earnings Order

The academy would send an Attachment of Earnings Order to the defendant's employer. The order would tell the employer to deduct a certain amount from the defendant's earnings and send it to a collection office. This money would then be sent to the academy. The court would decide whether the defendant must pay all outstanding money or complete a form to give detailed information about their income and outgoings, called a "Statement of Means". If the defendant does not return a Statement of Means form, the court may issue an arrest warrant. A court officer would decide how much the defendant can afford to pay.

The defendant can ask for the order to be suspended if they do not want the court to contact their workplace and, if the court agrees, it would ask the individual to make regular payments direct to the academy. An order cannot be made if the defendant is unemployed or self-employed; a firm or limited company; in the army, navy or air force; or a merchant seaman.

- A Third-Party Debt Order

This is an order that freezes money held in the defendant's bank account. The money that the academy is owed is then paid to the academy from the defendant's account. The academy would use Form N349 to apply to the court and, if the judge is happy, they would make an interim third-party debt order. The defendant's bank account would be frozen before they received a copy of the order.

- A Charging Order

This prevents the defendant selling assets, such as their house or investments, without paying what is owed to the academy. The order would put a "charge" on the defendant's assets.

- Bankruptcy

If the amount the academy is owed is more than £5,000, the academy may apply to make the defendant bankrupt using a "bankruptcy petition". The court can make a bankruptcy order against someone who fails to pay their debts.