

## Non-Payment of Fees Policy February 2023

**Reviewed By:** Sarah Fox, Tina Hobday

**Reviewed on:** February 2023

**Next review:** February 2025

**Related Policies:** Admissions Policy, Bursary and Hardship Fund Policy and Procedure

### Endorsement

Full endorsement is given to this policy by:

**Name:** Richard Nobles

**Position:** Cambridge Steiner School Trustee

**Date:** February 2023

### Introduction

This policy sets out the procedure for following up on late or non-payment of fees.

### Parent Obligation

All parents are required to sign a contract with the school (Admissions Agreement), which outlines the conditions of entry and their responsibilities to the school. By sending their child into school parents signify their agreement to these conditions.

Payments can be made by standing order, bank transfer or through your employer's salary sacrifice / childcare vouchers scheme (salary sacrifice schemes can be used until your child is of compulsory school age). **Fees are invoiced before the start of each term and are payable by the first day of the term.** Where a monthly payment plan has been agreed, payments should be evenly split over the term/year and be paid on the same day each month by standing order/childcare vouchers. The method of payment and payment schedule (see appendix 1) must be agreed with the Finance Officer in advance of the term/year start date.

Please note that childcare vouchers can only be used until your child is of compulsory school age.

### Financial Hardship

The school may be able to offer assistance to families who are experiencing financial hardship (for details please consult the Bursary and Hardship Fund Policy and Procedure). Bursary applications are processed annually in the spring term for the following academic year and are open to pupils enrolled in the school and/ or with an offer of a place.

### Process for follow up of non-payment of fees

- **Step 1** - Where fees have not been paid on time, a statement of account/reminder invoice will be sent reminding the family payments are overdue. Families are encouraged to make contact with the finance team at the earliest opportunity should there be any query or difficulty around payment.
- **Step 2** - If we have not received a response within **14 calendar days** the Bursar/School Business Manager will be notified and will make contact with the family.
- **Step 3** - If an agreement or resolution cannot be found within a further **14 calendar days**, the Bursar/School Business Manager will notify the Trustees Finance Committee and a letter (see appendix 3) will be sent to the family informing them that, should payment or contact not be made within **7 calendar days** of the date the email or letter, notice for the child will be issued

(for the end of that term). The child's deposit will be forfeit and their place at the school will not be held beyond the specified last day.

- **Step 4** - Any fees remaining unpaid at the end of the notice period will accumulate interest at 5% over the Bank of England interest rate from the date they became overdue. This amount will be added to the account and the child/children will no longer have a place at school (see required withdrawal procedure).

If a financial arrangement/payment plan has been made with the school and is broken, the school will proceed immediately with Step 2 (above).

Where an account is in arrears, further children will not be admitted to the school from that family.

Failure to clear any debt to the school may result in the school authorising an outside agency or issuing small claims court proceedings to recover unpaid monies. The school will also charge for expenditure incurred during debt recovery.

**Please be assured the school will always seek to discuss and resolve financial issues with the parents/guardians before instigating any of these measures. We encourage parents to talk to the Bursar/School Business Manager at the earliest opportunity regarding finances and any financial difficulties.**

#### **Payment Plans**

Any payment plan (see appendix 2) that is agreed with the school will not normally allow a period for the repayment of outstanding fees to extend beyond the end of the school year. In addition, the first payment of any agreed plan will normally be made on the day that the plan is agreed.

#### **Complaints**

Any complaint lodged after requests for fee payment from the school will be considered under the appropriate school policy (Complaints & Concerns Policy) but cannot be used as justification for non-payment of fees.

Thank you for taking the time to read this policy.

## Appendix 1 - Example Payment Schedule

### Lower School Pupil

<b>Termly fee:</b>	<b>£3,178</b>	<b>Yearly Fee:</b>	<b>£9,535</b>
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Termly fee divided into 3 equal instalments and paid across each term. The previous term's fee must be cleared before the start of each new term.

<b>Amount Due</b>	<b>Due by</b>
£1059.33	5 September
£1059.33	5 October
£1059.34	5 November
£1059.33	5 January
£1059.33	5 February
£1059.34	5 March
£1059.33	5 May
£1059.33	5 June
£1059.34	5 July

## Appendix 2 - Template Payment Agreement for monies owed

This Payment Agreement (the "Agreement") is entered into July 2021 (the "Effective Date"), by and between The Cambridge Steiner School, with an address of Hinton Road, Fulbourn, Cambridgeshire CB21 5DZ (the "Debtee") and [INSERT NAME(S)] with an address of [INSERT ADDRESS], (the "Debtor"), also individually referred to as "Party", and collectively "the Parties."

WHEREAS, the Debtor owes the Debtee a certain debt; and

WHEREAS, the Debtee and the Debtor desire to enter into an agreement to memorialise this debt and an associated payment plan;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the Parties agree as follows:

**1. Debt Amount.** The Debtor owes the Debtee [INSERT AMOUNT (accrued up to [INSERT DATE])] and set out in Schedule 1) (the "Debt").

**2. Payment Plan.** The Parties agree to the following Payment Plan, as set out in Schedule 2:

- 12 Monthly payments of [INSERT AMOUNT] commencing [INSERT DATE] and ending [INSERT DATE] (the "Payment Plan")

- Payment to be made by Standing Order (Debtor is required to provide evidence that Standing Order has been set up)

- The Payment Plan includes the School Fees for the remainder of the current Academic Year commencing September [insert year] to July [insert year]

The Debtor represents and warrants this Payment Plan was developed in such a manner that the Debtor can make the required payments without causing further debt or detriment.

**3. Release and Indemnification.** By entering into this Payment Plan, the Debtee agrees to release the Debtor from any previous claims, actions, and/or liabilities due to the Debt. The Parties agree this Agreement does not release the Debtor of any obligations to pay the Debt.

**4. Default.** If the Debtor defaults on its payments and fails to cure said default within a reasonable amount of time, the Debtee will have the option to declare the entire remaining amount of Principal and any accrued interest, if applicable, immediately due and payable.

**5. Termination of Admission Agreement.** On default of payment, the Debtor will service one half terms notice to terminate the admission agreement in respect of [INSERT CHILD(REN) NAME(S)]

**6. Representations and Warranties.** Both Parties represent that they are fully authorised to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third party or violate any other agreement between the Parties, individually, and any other person, organisation, or business or any law or governmental regulation.

**7. Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

**8. Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

**9. Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in England. The Parties each represent that they have the authority to enter into this Agreement.

**10. Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by English law.

**11. Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**Debtee**

**Signed:** \_\_\_\_\_

**Name:**

**Date:**

**Debtor**

**Signed:** \_\_\_\_\_

**Name:**

**Date:**

### Appendix 3 - Example Letter

Dear [insert parent name(s)],

On [insert date] our finance team issued you a statement of accounts/reminder invoice reminding you that you had payments overdue and invited you to make a payment or get in touch with the finance team with regard to payments due. Having not received any response within the allocated time period of 14 calendar days, the School Business Manager was notified and made contact with you [via email / telephone] on [insert date/s] seeking resolution.

We are now at Step 3 of our non-payment of fees procedure and as such regretfully inform you that, should payment or contact not be made within **7 calendar days** of the date of this letter, notice for your child(ren) will be issued (for the end of this term). Your child(ren)'s deposit will be forfeit and their place at the school will not be held beyond the specified last day.

Please note: Any fees remaining unpaid at the end of the notice period will accumulate interest at 5% over the Bank of England interest rate from the date they became overdue. This amount will be added to your account and your child(ren) will no longer have a place at school (see required withdrawal procedure).

Failure to clear any debt to the school may result in the school authorising an outside agency or issuing small claims court proceedings to recover unpaid monies. The school will also charge for expenditure incurred during debt recovery.

We strongly urge you to make the necessary payment within the timescales given. We understand that a family's financial situation can be subject to change or challenge and, should this be the case, we invite you to make contact with the School Business Manager immediately to discuss your situation and confirm payment arrangements.

Yours sincerely,

School Business Manager