

Parent Contract

Co-Educational, Independent Boarding School with Day and Occasional Boarding Provision

Bloxham School

September 2022

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A. Schedule of Fees 2022/23

from 01.09.2022 to 31.08.2023

Lower School

First and Second Form Monday to Friday school Optional Saturday morning sport activity

Boarder £8,835 per term
Day Boarder £7,520 per term
Day £6,480 per term

Day fees include:

- Lunch and house snacks (Monday to Friday)
- Overnight Stays possible, subject to availability

Day Boarder fees also include:

- Two nights boarding each week subject to availability
- Subject to availability, pupils can stay until 8:15pm with evening meal included
- · Priority booking over day pupils
- Breakfast following a night's boarding
- Supervised prep and evening house activities included

Full Boarding fees also include:

- 5 nights boarding (Monday to Friday)
- One laundry service per week
- Priority booking on trips

Senior School

Third Form to Upper Sixth
Monday to Saturday afternoon school

Overseas Boarder £12,815 per term
Full Boarder £12,295 per term
Day Boarder £9,430 per term
Day £6,395 per term

- Lunch and house snacks (Monday to Saturday)
- · No boarding available
- No breakfast or dinner included
- Two nights boarding each week guaranteed
- Ability to stay until 9pm every night with evening meal included.
- Breakfast included following a night's boarding
- Opportunity to take part in the mid week evening activities programme
- Ability to board up to 7 nights per week
- One laundry service per week
- Opportunity to take part in the weekend trips activities programme

School Fees: School fees are charged in advance and should be paid at least seven days before the start of term to which they apply in order to allow funds to clear. It is a breach of contract if fees are paid after the first day of term. School fees are calculated on an annual basis and then split equally over the three terms, despite them being of different lengths.

Committed Extras: such as the laptop fee for Third, Fourth and Fifth Form, or music lessons, which are known at the start of term will be charged in advance.

Optional Extras: Co-curricular activities such as LAMDA, are billed in arrears, as incurred, and are subsequently added to the Extras bill. Extra-curricular trips such as a sports tour or an expedition to the Alps are treated separately and each event is dealt with individually and self funding with deposits and payments required in line with any booking commitment. Any potentially incurred optional extras and miscellaneous items that are over £50, will require parental consent prior to purchase.

Registration Fees: There is a £200, non-refundable, Registration Fee to register your interest in a place at Bloxham School. A bursary application, assessments and entry interviews are only available to those who have registered their child.





Deposit and Acceptance Fee for UK Pupils: The Acceptance Fee is payable upon acceptance of a place. For UK residents, a £1,500 Acceptance Fee is payable. The Acceptance Fee includes a refundable deposit of £300 and your lifetime membership to the Old Bloxhamist Society, also at £300.

An offer of a place may be made by Bloxham School that is conditional upon the pupil attaining a specific academic standard. In the event that this standard is not achieved, any Acceptance Fee will be refunded in full. The Acceptance Fee is otherwise not refunded if your child does not take up their place at the School.

Deposit and Acceptance Fee for Overseas Pupils: The Acceptance Fee of £1,500 is payable upon acceptance of a place. For overseas pupils a deposit of a term's fees (refundable when the child leaves Bloxham) is required in addition to the Acceptance Fee. Where an agency is involved with the placement of a pupil, such terms may be incorporated within an agreement between both parties.

Overseas Compliance Fee: An overseas compliance fee of £500 is included within the Overseas Boarder Fee to ensure all Child Student visa requirements and related incurred costs are covered.

Overnight Stays: Day Boarders receive two nights boarding per week within their school fee. A standard boarding week begins and includes a Sunday evening stay and runs through to the following Saturday night. Any additional overnight stays will be charged at a rate of £57 per night. Should a day boarder stay for four or more nights a week, on six or more occasions, in one term, they will be deemed to have become a Full Boarder and will be charged, retrospectively, the upgrade to full boarding without any fee remission if appropriate. The pupil will then revert back to a Day Boarder for the following term and will be billed accordingly.

Exeats: An Overseas Boarder is entitled to stay at School during the Exeat weekends in each term at an additional sum of £100 per night. This will be added to the school bill.

Boarding Status: Pupils may upgrade from a Day Boarder to a Full Boarder with immediate effect during a term by informing the Houseparent and the Bursary in writing. Additional charges will be made on a pro rata basis and added to the school bill. A terms' notice period is required for a Full Boarder to become a Day Boarder.

Laundry: All Overseas Boarders and Full Boarders are entitled to one laundry service per week, and this is included in the Termly Fee (above). Any additional laundry service required will be administered by the house matron for which a charge up to £10 will be added to the school bill.

Examination Charges: Charges are levied for A Level, BTEC, CTEC, GCSE and other external examinations. The charges vary, with the costs added to the school bill.

Laptop Charges: At the beginning of Third Form, pupils will be given a new laptop that will be charged on the school bill at £130 per term for the nine terms until the end of their GCSE's, once all payments have been made it becomes the pupil's own property and useable for their Sixth Form studies at no extra charge. Sixth Form pupils may join the Bring Your Own Device (BYOD) scheme and further details can be obtained from the Head of Sixth Form.

Instrumental Tuition: Pupils in the Fifth Form and Upper Sixth will receive 23 lessons of either 30 or 60 minutes per academic year. Pupils in all other year groups will receive 27 lessons of 30 or 60 minutes. Lessons are charged at £30 or £60 per lesson for 30 and 60 minute lessons respectively. The commitment varies primarily due to the exam requirements in the summer term. The School will charge termly in advance on the basis that each child will have 10 lessons in the Michaelmas term, 9 lessons in the Lent term and then either 8 or 4 lessons in the Summer term depending on whether they have external exams or not.

During their first term in First Form, all pupils will have instrumental tuition within the activities programme at no additional charge. Pupils will be invited to participate in a subsidised music programme in Lent and Summer for which there will be no instrument hire fee.





Music scholars will be provided with one hour of music tuition per week included as part of their scholarship, which may be taken as two 30-minute lessons on two different instruments. Pupils in receipt of a music exhibition award are entitled to one 30-minute lesson each week, at no charge, on one instrument.

A term's notice in writing to the Director of Music is required for the termination of any music lessons. A term's fees in lieu of notice will be payable where notice is not given. Further details are available from the Music Department.

Private Tuition (including English as a Foreign Language): According to the number of pupils taught together (one up to a maximum number of four), the charges for private tuition are £55, £38, £30 and £26 per hour respectively.

Co-Curriculum Programme: There are certain activities provided by The School that have an additional cost that will appear on the school bill. They include, but are not limited to, activities such as Duke of Edinburgh expeditions and equestrian events. Parents and pupils will be informed of when charges will be levied in advance of the activity and any questions should be made to the Director of Co-Curriculum.

Minibus Charges: Minibus charges vary according to the distance from the school and the number of times a week the service is used. Further details, including information on sibling discount, and a request form can be obtained from the Transport Manager or is available online at www.bloxhamschool.com.





B. Terms and Conditions

What these terms cover. These are the terms and conditions on which we provide educational services.

Please read these terms carefully before you accept our offer of a place at the School for your child. These terms tell you who we are and how and on what basis the School will provide educational services.

In these terms you will see some parts written in bold, or that are otherwise highlighted to make them stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Bursar to discuss.

1. Definitions

- (a) Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here. Please take note of them.
 - "Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;
 - "child" means a child of whatever age admitted by the School to be educated, and includes any pupil aged 18 or over;
 - "Complaints Procedure" means the School's procedure for handling complaints from parents, as amended from time to
 time for legal or other substantive reasons, or in order to assist the proper administration of the School. It does not form
 part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and
 is otherwise available from the School at any time upon request;
 - "contract" has the meaning given in Clause 1(c) below;
 - "deposit" means the amount set out and referred to as the deposit in the Acceptance Form, as set out in the Schedule of Fees above;
 - "fees" means the termly fees set out in the Schedule of Fees;
 - "FIA Terms and Conditions" means the supplemental terms and conditions relating to the School's fees in advance scheme (FIA) which are available from the bursary upon request;
 - "Head" means the person appointed by the Governors of the School from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;
 - "Schedule of Fees" means the published note of the School's fees notified to you from time to time and a copy of which is
 included within the Parent Contract (Section A above) and remains available on the School's website, as well as from the
 bursary at any time upon request;
 - "School Rules" means the body of rules and policies of the School which set out our expectations concerning conduct and behaviour, as may be amended from time to time for legal, safety or other substantive reasons, or to assist the proper





administration of the school. A copy of the documents comprising the rules are available on the school's website and from the School at any time upon request. A copy of the current version of the Promoting Positive Behaviour Policy and the School Rules are contained within this Parent Contract and therefore provided to each child on entry and accompanies this Parent Contract. Parents will be given notice of subsequent changes to the rules;

- "term" means a term of the School as notified to parents from time to time;
- "a term's notice" means written notice given not later than the first day of the term before the term to which the notice relates:
 - (Note: For example, a term's notice is required to withdraw your child from an extra-curricular activity with effect
 from the start of the summer term (which is the term to which the notice relates) then a term's notice means
 you need to tell us in writing about the withdrawal, at the latest, on the first day of the spring term immediately
 before).
- "terms and conditions" means these terms and conditions as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School;
- "we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below; and
- "you" or the "parents" means each person who has signed the Acceptance Form as a parent of the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding and appreciation of what we are referring to. We do this by using the words "for example", "includes" or "including" and, because we do not intend for the examples given to be exhaustive, when we do use these words it means that the examples that are given are not exclusive or limiting examples of the matter in question.

Also in these terms and conditions we use headings to introduce the separate provisions. These headings are for ease of understanding only.

- (b) **Whoweare.**We are Bloxham School Ltd, a company registered in England and Wales. Our company registration number is 03779976 and our registered office is at Banbury Road, Bloxham, Banbury, Oxfordshire, OX15 4PE.
- (c) Our contract with you. Bloxham School Ltd's Parent Contract is made up of the Acceptance Form, the Schedule of Fees, the School Rules, the Fees in Advance (FIA) Terms and Conditions and these Terms and Conditions (as in each case may be varied from time to time) form the terms of an agreement (the "contract") between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

- (a) **How you accept our offer of a place.** An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.
- (b) The non-refundable status of the deposit. The deposit is not refundable if your child does not take up a place at the School. The exception to this is where the School fills the vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less it's costs in administering your dealings with the School or a reasonable estimate of those costs.
- (c) **How we use the deposit.** Unless you have indicated that you would like to donate the deposit to the School's development fund, the deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.





3. Withdrawing your Acceptance of a Place before your child joins the School

PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with what you need to do if you wish to withdraw your acceptance of a place before your child joins the School and what happens if you withdraw at that stage.

The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to here for a withdrawal, and why different consequences follow depending on whether or not we get that period of notice.

- (a) The period of notice we require. If you wish to withdraw your acceptance of a place AFTER submitting the Acceptance Form and paying the deposit but BEFORE your child starts at the School you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start. This means that if, for example, your child is due to start at the School in September at the start of an academic year then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term (i.e., the final term of the previous academic year).
- (b) If we receive that period of notice. If you provide that period of notice, you will lose the deposit (subject to repayment under Clause 2(b) above if the resulting vacancy is filled by the School) but no further fees will be payable. This means that the School will retain the deposit and not refund it to you unless and until the vacancy created by the withdrawal of your child has been filled (and, if it is to be refunded, then an amount will be deducted from the deposit to cover the School's costs in administering your dealings with the School or a reasonable estimate of those costs). In any event, in such circumstances you are not required to pay any further fees or other amounts to the School.
- (c) If we do not receive that period of notice. If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees shall be payable by you and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School shall credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

4. School Fees, Supplemental Charges and Payment

- (a) What the fees include. All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials shall be met by the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).
- (b) What the fees do not include: supplemental charges. We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as supplemental charges or Extras. By way of example, any extracurricular activities (such as private music lessons) and non curriculum trips in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination charges shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.





PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with your responsibility to pay the fees and supplemental charges.

- (c) Who is responsible for ensuring payment. Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own. Each of you remains liable to the School for all of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice what this means is that if fees or supplemental charges have not been paid to the School then, in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.
- (d) How can one person remove him/herself from their payment responsibility. A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form. Separately, the School may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.
- (e) **How bursary and scholarship awards are treated.** If your child has been awarded a bursary/scholarship, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you.
- (f) How the fees are charged and payment requirements. The annual fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term. Each Term's fees fall due for payment by you on the first day of that term. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4(c)(i) above). The fees must be paid in full either by direct debit or by direct bank transfer on or before the first day of term to which the invoice relates. We may not allow your child to attend the School if you do not pay on time see Clause 4(f)(i) below. The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the School does agree to do this in relation to any term's fees then the School and those responsible for paying those fees will agree separately in writing the amount of each term's fees that is to be deferred and the anticipated schedule of instalments by which the deferred amount is to be paid. In such circumstances, the agreed amount for each term is to be paid by direct debit in not more than four (4) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed twelve (12) months (beginning with the date of the
- (g) Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the next term. All such supplemental charges will be collected by a single, separate direct debit 30 days from the date of invoice. Those not on direct debit must pay the invoice, in full either, by cheque or direct bank transfer before the start of the following term.

relevant invoice). The School shall issue a separate invoice and schedule of instalments relating to the fees due in respect of each term,

PLEASE READ THIS NEXT SECTION CAREFULLY- it sets out what rights we have, and what action the School may take, if fees and/or



which shall be evidence of the separate agreement for the payment of that term's fees.



supplemental charges are not paid in accordance with these terms and conditions.

- (h) **Non-payment of fees: refusal to attend school.** We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
- (i) **Non-payment of supplemental charges:** refusal to participate in the relevant activity. We reserve the right to refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- (j) We can charge interest if you pay late. If you do not make any payment to the School by the due date for payment (see Clauses 4(d) and 4(e) above) we may charge interest to you on the overdue amount at the rate of up to 2 per cent a month. Unless we tell you otherwise in writing, this interest shall accrue on a monthly basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount.
- (k) We can recover our costs for recovering late or non-payments. Unless we expressly agree otherwise in writing with you, you will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour).
- (l) We can notify other educational institutions of your outstanding payments. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

PLEASE READ THIS NEXT SECTION CAREFULLY- it sets our right to increase the fees during the course of your child's time at the School.

- (m) Our ability to increase the fees. We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) below.
- (n) Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of such periods spent at home.
- (0) **Information on your identity and the source of funds.** From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
 - (i) your identity and/or place of residence;
 - (ii) your child's identity;
 - (iii) your child's right to enter, live and study in the United Kingdom; and
 - (iv) the source of funds you are using to pay the fees.

You must provide the School with the information and documentation we ask for. $\label{eq:constraint}$

(p) Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. For example, the School shall be entitled to allocate a payment made in respect of





one child to the unpaid account of any other child of yours at the School.

(q) How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (such that you have made a capital payment in respect of all or part of the fees due under this contract) the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. For the avoidance of doubt, the School shall provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY- it sets out what period of notice we require from you if you wish to (i) withdraw your child from the School, (ii) change the nature of your child's place at the School, or (iii) remove them from participating in an activity for which there is a supplemental charge.

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given - we refer to the relevant sum as "fees in lieu of notice".

5. Notice Requirements

- (a) Notice to withdraw your child from the School. If you wish to withdraw your child from the School (other than at the normal leaving date which is at the end of Year 13), you shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. This means that if, for example, you wish to withdraw your child with effect from the start of the Michaelmas term (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e., the final term of the preceding academic year).
- (b) **Notice to change your child's place at the School**. If you wish to change your child's place at the School from a boarding to a day boarding place you must either give a term's notice or pay to the School the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. All other boarding-related changes (either temporarily or full time), require the School's prior written consent.
- (c) When the relevant amount in lieu of notice must be paid. In cases under 5(a) or 5(b) above, the appropriate sum of fees in lieu of notice will become payable by you upon demand as a debt.
- (d) Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a term's notice to that effect or shall pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.
- (e) Withdrawal part-way through a term does not reduce the amount you owe to the School. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

6. School Rules





- (a) Your child must comply with the School Rules. It is a condition of remaining at the School that you and your child comply with the School Rules. The School Rules also includes all rules and requirements set out in the School policies. A summary of the School regulations are included within this Parent Contract and the acceptance of a place at the School represents an acceptance of the School rules. The School rules are also available to view on the School website. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue from time to time (if not already included within the School Regulations).
- (b) We may undertake drugs testing of your child. The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Policy. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) **Laptop Provision.** On joining Bloxham School in the First or Second Form, pupils will be given a laptop (or similar device) to use. This device remains the property of the school and must be handed back at the end of the 2nd year. Failure to do so would result in a replacement charge being added to your fee bill. School owned laptops for the 1st and 2nd form are NOT covered by an accidental damage warranty, therefore any accidental, malicious or careless damage will result in a charge for the replacement parts. Further information is available from the School's IT department.

On joining Bloxham School in the Third Form, pupils will be given a new laptop that will be charged on the school bill for the nine terms until the end of their GCSE's. The device remains the property of Bloxham School until all payments are complete. If the pupil leaves the school before completion of all payments the device can either be returned, with no refunds applicable, or the outstanding balance can be made as a one-off payment to own the device outright. Included in the price is the full management of the device, including management of warranty claims. Further information on this, and the scheme in general, is provided when the laptop is issued for the first time.

If a child joins in Fourth or Fifth Form, payments will be the same as those in their year group. If you choose then to purchase the laptop at the end of Fifth Form, a further payment will be necessary to pay the balance

On joining Bloxham School in the Sixth Form, pupils may join the Bring Your Own Device (BYOD) scheme and further details can be obtained from the Head of Sixth Form. Their own laptop device must meet the school's technical requirements. Existing pupils in the Sixth Form may join the BYOD scheme or continue to use their school laptop that was issued for their GCSE's.

- (d) Monitoring your child's use of school IT equipment and services. The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules or in connection with the School's legal duties and responsibilities. Any devices which connect to the school network may be required to have security monitoring software installed. Should this software be removed, restricted or in anyway altered, the device will have its network access revoked. Other non-device based means of monitoring are also in place. Sixth Formers, who bring their own devices, will not have device based monitoring, which means our ability to monitor usage is restricted to non-device based monitoring. However, if there are any reasonable suspicions of misuse of the school network, a Sixth Form pupil's access will be revoked. They will then only be allowed to access the school network via the computers available in the Library, and will not be given a school laptop.
- (e) Electrical appliances in school. All electrical equipment brought into the school should be Portable Appliance Tested (PAT tested) to ensure the School is meeting its obligations of providing a safe environment for all pupils. The School will arrange for up to 5 items per pupil to be PAT tested by an external company at the beginning of September and such items should be brought in and presented at the beginning of the academic year. Any additional electrical appliances brought into the school must either have a valid PAT test or have been bought in the last year and be accompanied by the proof of purchase. No more than 5 electrical appliances should be required by a pupil at any one time and if an additional PAT test is required then a £5 charge will be added to the fee bill.

7. Suspension, Exclusion and Required Removal





- (a) The Head's discretion to suspend or exclude your child from the School. The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including conduct or behaviour outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.
- (b) Where you can find examples of offences punishable by suspension or exclusion. The Promoting Positive Behaviour policy sets out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- (c) The Head's discretion to require you to remove your child from the School. The Head may in his or her discretion require you to remove your child from the School if the Head considers that:
 - (i) your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract or because we have a legal right to end the contract because of something you have done wrong;
 - (ii) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children.
- (d) What happens if your child is suspended, excluded or removed from the School. Should the Head exercise his or her right under either Clause 7(a) or Clause 7(c)(i) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable). Also, where your child is excluded or you are required to remove your child from the School the deposit will be forfeited meaning that the School will retain the deposit. If your child is excluded from the School fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the exclusion will be refunded. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under Clause 7(c)(ii) then fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.
- (e) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 7 reviewed. Any such review shall be governed by the Complaints Procedure.

8. The School's Obligations

- (a) The period of your child's schooling. Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling. However, the School shall not be obliged to permit your child to move from Year Eight to Year Nine or to enter the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations. However, except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into the Third Form or Sixth Form, if you wish to withdraw your child prior to entering the Third or Sixth Form, Clause 5.1 applies and you will either need to give us a term's written notice or pay us a term's fees in lieu of notice
- (b) **Public examinations**. The Head may, after consultation with a parent and pupil, decline to enter a pupil's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.





- (c) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during School hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of School staff. The School shall adhere to and comply with the National Minimum Standards for Boarding Schools (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- (d) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. Further information can be obtained from the School if required. You also consent to your child participating in trips and visits organized in the normal course of your child's schooling
- (e) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will if possible attempt to obtain your prior consent. However, if it is not possible to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)). If practicable, we will share information from your child's medical file with the doctor or other medical practitioner.
- (f) Our right to make changes at the School. Our website and promotional material describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)).
- (g) We will give you notice of significant changes. We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) above.
- (h) Monitoring your child's progress at the School. We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- (i) Religious observance. Religious observance at the School shall be conducted in accordance with the School Rules.

9. The Parents' Obligations

- (a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) **Examples of the co-operation and assistance we require.** You shall co-operate with the School and School staff in good faith, and including in particular by:
 - (i) maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);
 - (ii) encouraging your child in his or her studies, and giving appropriate support at home;





- (iii) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
- (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
- (v) providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and
- (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- (c) You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You must inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.a.iv below. In order that the best use may be made of the facilities and services provided under the National Health Service, every boarder must be registered on the list of the School Medical Officer while a pupil at the School.
- (d) Circumstances where we may require you to keep your child away from School. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- (e) You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed in relation to your child, including in relation to their education or welfare.
- (f) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).
- (g) We require you to nominate an "education guardian" if you are resident outside the United Kingdom. It is a condition of your child's joining the School that, if you are resident outside the UK, you must appoint an "education guardian" for your child in the United Kingdom who has been given legal authority to act on your behalf in all respects and to whom the School can apply for consent to be given on your behalf when necessary.
 - The School can accept no responsibility during exeats (permitted periods of time away from school), half term or the holidays for pupils whose parents are resident abroad and therefore the "education guardian" should be able to look after your child in your absence. The responsibility for choosing an appropriate "education guardian" rests solely with you. If your child's visa is sponsored by the School as a Child Student then having a nominated education guardian (or responsible adult) is a requirement of their visa
- (h) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(i) below, you (and each of you) accept that the School is entitled to treat:





- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- (ii) any communication from the School to one of you as having been given to both of you.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out who needs to sign a notice of withdrawal of your child.

- (i) We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 3(a), 4(c)(iii), 5(a), 5(b), or 5(d)) must be in writing and signed by either each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice) or the same signatories as signed the Acceptance Form that forms part of this Parent Contract.
- (j) You must notify us of your child's absence from School. The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (k) Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than twenty four (24) hours then you must inform the School in advance and in writing (which in this instance includes by e-mail) and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- (I) Raising concerns with the School and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.

10. Insurance

It is your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises.

PLEASE READ THIS NEXT SECTION CAREFULLY - Although there will be circumstances when it is appropriate to seek a parental consent, data protection and privacy rights belong to the individual. The law considers that children of average maturity will, from the age of around 12 have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.





In most cases, it will not in fact always be necessary or practical for us to obtain consent for every use we make of personal data of you or your child. The law recognises this but also requires that we set out clearly what these uses are as far as possible. Please also see our Parent Privacy Notice which forms part of the Parent Contract and is also available on the School's Website together with the School's other Data Privacy Notices.

11. How we may use Personal Information: References, Confidentiality and Data Protection

- (a) We may provide a reference for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and video recordings, both whilst your child is at the School and after he or she has left, for the purposes of:
 - (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
 - (ii) promoting the School to prospective pupils/parents;
 - (iii) publicising the School's activities; and
 - (iv) communicating with the school community and the body of former pupils.

In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

- (c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
 - (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
 - (ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.
- (d) As a Child Student Visa sponsor we need your consent to us providing certain information to UKVI. In order to comply with our responsibilities as a licensed sponsor for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).
- (e) We will send information (e.g. school reports) about your child to both of you as a matter of course. You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 (as amended or superseded)).





- (f) **Data Protection Law.** The School will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:
 - (ii) as set out in this Clause 11, [and in the School's 'Data Protection Notice' which is available [on the School's website]] as may be amended from time to time];
 - (iii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
 - (iv) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

12. Intellectual Property Rights

Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

13. Changes in Ownership

The circumstances in which we may transfer this contract to someone else. For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you to let you know if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.





PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling).

14. Cancellation of this Contract

- (a) Our rights to end the contract. The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
 - (i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
 - (ii) your child is excluded from the School;
 - (iii) you are required to remove your child from the School, including circumstances where you (as opposed to your child) act in such a way as to give the Head cause to require you to remove your child from the School under Clause 7(c)(i) of this contract;
 - (iv) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);
 - (v) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
 - (vi) you (or either of you):
 - (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - (b) are otherwise unable to pay your debts as they fall due;
 - (c) are the subject of a bankruptcy petition or order; or
 - (d) you enter into an individual voluntary arrangement; or
 - (vii) you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
- (b) Your rights to end the contract. You may end this contract at any time by notice in writing to the School if:
 - m (i) you have a legal right to end the contract because of something we have done wrong; or
 - (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) When this contract will end if not terminated early. For the avoidance of doubt, this contract shall end at the end of your child's schooling which may be at the end of the Second Form of Fifth Form if your child does not meet any requirements imposed under Clause 8(a) for entry to the next stage of their secondary school education.
- (d) **Ending the contract will not affect any accrued rights**. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.





15. Events outside of our, or your, control

- (a) What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to these as an "event".
- (b) What happens if we are affected by an event outside of our control. If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) Circumstances in which we may refund fees to you. If the School is wholly unable to perform its obligations under this contract for one of the reasons listed in the appendix to the Schedule of Fees for a continuous period of more than fourteen (14) consecutive days, you shall not be required to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:
 - (i) have already been paid, then you will be refunded such proportion of the fees; or
 - (ii) have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be required to pay such proportion of the fees.

If (ii) above applies, then the balance of the fees for the term affected shall be paid by you to the School on the date when the School resumes performance of its obligations under this contract.

- (d) Events lasting more than 6 months. If the School is wholly and completely prevented from performing all of its obligations as a result of an event and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- (e) What happens if your child is affected by an event outside of your control. Subject to Clause 4(h), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event and you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (f) in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- (g) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
- (h) if the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.





16. Communications between you and the School

- (a) **Notices must be in writing**. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. You must notify the School of any change of address(es) or other contact details.
- (c) **How to provide written notice to the School**. Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:
 - (i) Sent by email to the School, care of the Head's Executive Assistant using this email address: j.morris@bloxhamschool.com
 - (ii) delivered by hand to the School;
 - (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
 - (iv) otherwise sent to the School's address by first or second class post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that notices you may wish to send us under any of Clauses 3, 4(c)(iii), 5(a), 5(b) or 5(d) of these terms and conditions you telephone the School to confirm receipt if you have not received an acknowledgment from the School within 48 hours (during term time) and 2 weeks (during a school holiday period) after sending the notice.

17. The Law that applies to this contract and where legal proceedings may be brought

- (a) The law that applies to this contract. The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.
- (b) **Rights in relation to the enforcement of this contract**. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.





C. Promoting Positive Behaviour Policy

(School Rules)

INTRODUCTION

Bloxham aims to encourage pupils to adopt the highest standards of behaviour, principles and moral standards and to treat all members of the school community with respect and uphold the ethos of the school. Promoting the emotional well-being of all of our pupils is key to their development. The school aims to teach trust and mutual respect for everyone. It believes that good relations, good manners and a secure learning environment play a crucial part in the development of intellectually curious pupils, who are motivated to become life-long learners. The school develops qualities of team-work and leadership through its extensive programme of extra-curricular activities.

Bloxham is an inclusive community. We welcome pupils from a variety of ethnic and social backgrounds and faiths. We treat everyone as an individual and aim to develop the whole person equipped to take his/her place in the modern world.

Bloxham's community of governors, staff, parents and pupils adhere to an established routine and code of conduct, rather than to lists of rules. Bloxham sees education as a partnership. Our staff are committed to excellence, aiming to achieve a spirit of trust and cooperation. The school expects the highest values and standards of behaviour inside and outside the classroom, as well as outside the school and in any written or electronic communication concerning the school.

Bloxham School is a community built upon mutual respect and care of one another, where we try to avoid all forms of inappropriate behaviour. This is the atmosphere in which young people can best develop their academic, social, moral and physical abilities.

- We believe that members of the school community should be respected.
- We aim to create an environment in which all people can do their best.
- We believe that all members of the school community should be valued.
- We aim to create an environment in which all people feel safe.
- We believe that our individual characters should be celebrated.
- We should treat other people with respect, dignity, honesty, fairness and courtesy.
- We should seek to be supportive, generous of spirit and encouraging to others.
- We believe that challenging situations are most likely to find constructive resolution when approached in a spirit of openness, humour and readiness to listen to others.
- Adult members of the school community act as role models for young members. They are expected to uphold the school rules and
 policies

We seek to eliminate from our community:

- Physical or verbal aggression aimed at any member of the community.
- Rudeness and disrespect
- · Any bullying behaviour
- · Mockery or deliberate belittling of others
- An abuse of power within any relationship

Everyone has a right to feel secure and to be treated with respect at Bloxham, particularly the vulnerable. Harassment and bullying will not be tolerated. Our anti-bullying policy is on our website in the parents' area and on the Parent Portal. The school is strongly committed to promoting equal opportunities for all, regardless of race, gender, pregnancy or maternity, religion and belief, cultural background, linguistic background, sexual orientation, gender reassignment, SEN and disability.

We expect pupils to be ready to learn and to participate in school activities. They should attend school and lessons punctually and follow the school's attendance policy. They should care for the buildings, equipment and furniture. The school expects pupils to behave at all times in a manner that reflects the best interests of the whole community, respecting the right of all to learn.

INVOLVEMENT OF PARENTS AND GUARDIANS

Parents and guardians who accept a place for their child at Bloxham undertake to uphold the school's policies and regulations, including this policy when they accept a place and thereby accept the Terms and Conditions of Bloxham School. They will support the school's values in matters such as attendance and punctuality, behaviour, uniform/dress and appearance, standards of academic work, extra-curricular activities and homework/private study. Teachers, parents and guardians are expected to uphold this policy in their own behaviour.





The school is always happy to consider suggestions from parents and hopes that parents find the school responsive and open-minded.

UNEXPLAINED ABSENCES

The school will always telephone a day pupil's home on the first day of an unexplained absence in order to make sure that your child has not suffered an accident.

INVOLVEMENT OF PUPILS

Our experience shows that the ethos of and respect for the school is enhanced by listening to our pupils and by encouraging constructive suggestions from them, in various formats including the House, Year Group and School Councils which meets regularly.

SCHOOL RULES AND REGULATIONS

The school's rules and regulations are designed to encourage positive behaviour and self-discipline. Our aim is to reward and encourage good behaviour through our academic and House reward systems. Sanctions help us to set boundaries and to manage challenging behaviour and our outlined in this policy. Copies of the regulations are set out in the Parent Portal and may change from time to time. Parents and guardians accepting a place at Bloxham School, undertake to support the authority of the Headmaster in enforcing them in a fair manner that is designed to safeguard the welfare of the community as a whole.

SCHOOL REWARDS

Bloxham School encourages the establishment of good teacher/pupil relationships and supports the school's ethos through a system of rewards and sanctions which are designed to promote a calm, disciplined learning environment. Our system of rewards includes:

- Verbal praise and written praise for good work;
- Stars and Headmaster's Stars for both effort and achievement, which are celebrated in Houses and School Assemblies
- Termly subject/year group prizes
- House merit awards for sporting and non-academic achievements
- · Regular reporting to parents

As well as the Academic Stars system, and the Headmaster's Stars system and the award of academic prizes at the end of term, and in addition to Sports colours prizes, each House has a House Rewards system. Each is presented in the House style of the particular House and the totalled points will lead to recognition and the award of House ties or scarves, and further awards as appropriate.

The following is one example of the House rewards system, outlining achievements, points awarded, and who is responsible for awarding the points. The full academic rewards system for use across the school is presented in the Academic Handbook.

Category	Achievement	Points
Academic	Good prep (1 star)	1
	Excellent prep (HM star)	2
	Good performance in test (better than previous mark)	1
	Good effort demonstrated in CG's	3
House	Commitment and participation to Raymond (tutor time, duties, Raymond families, socials)	3
	Helpful to staff (comments from staff to tutor/housemistress)	1-3
	Helpful in house (awarded by Matron)	1-3
Activities	Good performance in activity for term (tutors)	1-3
	Participation and performance in School play	1-5
	Performing in a concert	2
	Represent house in sport	1-5
Organisation	Take on organisation of a Raymond event (including House Dance and House Music Competition)	3-5





SCHOOL SANCTIONS

The Headmaster aims to apply any sanctions fairly, and, where appropriate, after due investigative action has taken place. Sanctions may undergo reasonable change from time to time but will not involve any form of unlawful or degrading activity. Examples of sanctions include:

- Detentions, including occasionally on Saturdays, which may be on a Saturday evening;
- withdrawal of privileges;
- assistance with domestic tasks
- withdrawal from a lesson, school trip or team event;
- suspension for a specified period, removal or exclusion.
- confiscation of property that is being used inappropriately or without consideration, and this may include material that may assist in any investigation

The school's policy on discipline and exclusions is set out on the parental portal, and all parents and pupils should be aware of the more serious sanctions, including suspension and exclusion that the Headmaster can impose for serious breaches of the rules and regulations, including criminal behaviour. Examples of serious breaches of the rules and regulations are included in the Sanctions table beneath.

In applying sanctions, especially those with serious consequences, we undertake to take reasonable steps to avoid placing pupils with a disability at a disadvantage compared with pupils who are not disabled, as detailed in the Equality Act 2010. Consideration of the particular physical, emotional, educational or cultural background of those involved will be given due weight.

Teachers are responsible in the first instance for dealing with minor infringements, such as lateness, casual rudeness or disruption in class, and late or poorly completed work. He/she may impose a sanction such as the setting of additional work or the pupil may be required to re-do unsatisfactory work. Repetition of this behaviour will be reported to the Head of Department and to the pupil's Tutor and House Master/Mistress, and may lead to an academic detention (set by the Head of Department) or a Saturday Detention (Set by the Deputy Head)

Minor indiscipline in class or other minor misdemeanours are reported to the pupil's Tutor and House Master/Mistress. More serious misdemeanours are reported to the pupil's Tutor and House Master/Mistress, and may lead to the withdrawal of privileges for a designated period, such as use of the Sixth Form Common Room or permission to leave the site in free time. A house gate may be set by the Housemaster/Mistress. Persistent lateness to lessons will be reported to the pupil's Tutor and House Master/Mistress, and may lead to a detention or similar punishment. Repeated lateness or repeated indiscipline in class will be reported to the pupil's Tutor and House Master/Mistress, and may lead to a detention or similar punishment.

Persistently poor academic performance may result in the Tutor or House Master/Mistress requiring a pupil's teachers to make written comments on his/her performance at the end of every lesson that he/she attends.

Every disciplinary issue will have its own circumstances and therefore every issue must be dealt with on its own merits. The following list is a guide to expected responses, and is designed to offer consistency of approach, but it is not prescriptive.

The purpose of sanctions is to promote the welfare and well-being of both individuals and the entire school community. Bloxham School uses its sanctions policy as an opportunity for pupils to learn from their mistakes as well as being a means for safeguarding all pupils. We therefore have a variety of support systems for pupils in place. Academic sanctions may be accompanied by extra tuition time, peer mentoring, tutor supervision, and attendance at academic "clinics". Medical support and advice is given both by the Health Centre and School doctor in cases of smoking, drugs, alcohol or sexual misbehaviour. Pastoral support is supplied through attention of House staff, the Chaplain, Peer Listeners, the School Counsellor or specialist outside agencies as necessary. Equally, these services are available to any pupils who are disadvantaged by the misbehaviour of another pupil.

The purpose of these guidelines is to ensure that there is some uniformity of sanctions within the School and that all sanctions are responsibly administered and controlled. Anyone in authority must be accountable for the way that he or she administers that authority. At the same time, it is important that those in positions of responsibility should have sanctions at their disposal and that these sanctions should be accepted by the community at large and the parents of pupils at the school.





IN-HOUSE		
Offence	Sanction	
Up late/to bed late	Early bed or breakfast report card	
Misbehaviour in dorm/study room	Work in isolation in a supervised room or area	
Unacceptable dress / appearance	Confiscation and detention for persistent offences	
Untidiness in study/dayroom/litter etc.	Tidy area or extra duties and/or room tidy card	
Late to tick in	Pastoral detention	
Late to lesson	Academic detention	
Failure to register	Pastoral detention	
Failure to do duty	Extra duty and/or community service	
Misuse of phone/other mobile device/laptop/stereo etc (including handing in fake or secondary devices)	Warning/supervised use of phone and/or confiscation If fake or secondary phone is handed in: 1st offence: pastoral detention 2nd offence: Saturday detention	
Missing school meals	Meal card	
Repeated inappropriate physical contact (PDA)	After warning House gate or Pastoral detention	
Smoking (and association by being present)	Refer to Deputy Head – Pastoral	
Alcohol	Refer to Deputy Head – Pastoral	
Breaking School bounds	Refer to Deputy Head - Pastoral	
Careless crossing of roads	Refer to the Deputy Head - Pastoral	
Misuse of facilities e.g., TV/Games equipment	Ban from using facility/room	
Possession of dangerous or illegal artefacts	Refer to Deputy Head – Pastoral	
Misuse/inappropriate use of social media	Refer to Deputy Head - Pastoral	
Vandalism	Refer to Deputy Head - Pastoral	
Drugs related issues (legal & illegal drugs)	Refer to Deputy Head – Pastoral	
Unpleasantness to others/bullying	Refer to Deputy Head – Pastoral	
Fighting	Refer to Deputy Head – Pastoral	
Theft	Refer to Deputy Head – Pastoral	





SCHOOL		
Offence	Sanction	
Smoking (including vaping) Vaping is likely to trigger a drugs test and subsequently random drugs testing.	1st offence: Deputy Head detention, health education and a communication to parents 2nd offence: Saturday detention and compulsory health education and a communication to parents 3rd offence: suspension and a communication to parents Smoking in or near a building is a serious safety concern and is likely to mean that a first offence is punished at the level of a third offence immediately. Subsequent offence: probable exclusion	
Possession of dangerous or illegal artefacts	1 st offence: suspension or exclusion depending upon item and circumstances. A communication with parents Subsequent offence: probable exclusion	
Taking Drugs	All drug possession and drug taking is viewed very seriously and may result in immediate exclusion; a suspension may be given in which case there will be a communication with parents, and random drugs testing for the rest of a pupil's time at the school. Supplying drugs will probably result in immediate exclusion. 2nd offence: Exclusion	
Alcohol (circumstances often vary and therefore the discipline responses may vary in response to individual circumstances)	1st offence of drinking alcohol (non-spirits): Saturday detention or suspension and a communication with parents and alcohol dange education. 2nd offence (non-spirits) or supplying others: probably suspension or exclusion and alcohol dangers education 3rd offence: exclusion 1st offence of drinking or supplying alcohol (spirits): suspension an a communication with parents and alcohol dangers education 2nd offence (spirits) probable exclusion	
Unpleasantness to others/Bullying	In very significant and serious cases a pupil may be excluded for a first offence. Otherwise: 1st offence: Saturday detention, a communication with parents an anti-bullying education 2nd offence or 1st offence of serious bullying or persistent "low level" bullying: suspension, anti-bullying education and a communication to parents. Subsequent bullying: probable exclusion	
Inappropriate use of/posting on Social Media	In very significant and serious cases a pupil may be excluded for a first offence. Otherwise: 1st offence: Saturday detention, a communication with parents ar anti-bullying education 2nd offence or 1st offence if deemed to be malicious use: suspension, anti-bullying education and a communication to parents. Subsequent offence: probable exclusion	
Cyberbullying	Sanctions are as above for unpleasantness to others/bullying and will also include confiscation of devices/access as appropriate	
Rudeness to staff or other adults	In very significant and serious cases a pupil may be excluded for a first offence. Otherwise: 1st offence: Mid-week or Saturday detention, and a communicatio with parents 2nd offence: suspension, and a communication to parents. Subsequent offence: probable exclusion. Note that malicious accusations against staff has a separate tariff	
Theft	1 st offence: suspension and communication with parents Subsequent offence: probable exclusion	
Fighting or Violent Conduct	In very significant and serious cases a pupil may be excluded for a first offence. Otherwise: 1st offence: Saturday detention, a communication with parents an anti-bullying education	





	2 nd offence or 1 st offence of serious fighting: suspension, anti- bullying education and a communication to parents. Subsequent fighting: probable exclusion
Vandalism	In very significant and serious cases a pupil may be excluded for a first offence. Otherwise: 1st offence: Saturday detention, and a communication with parents 2nd offence or 1st offence of serious vandalism: suspension, and a communication to parents. Subsequent vandalism: probable exclusion
Deliberately missing a lesson	1st offence: Saturday detention and contact with parents Subsequent offence: suspension and communication with parents
Breaking School Bounds	1 st offence: Saturday detention and/or Week House gate and communication with parents 2 nd offence: Suspension or Saturday Detention Subsequent offence: exclusion or suspension
Careless crossing of the road	1st Offence: A suitable detention Subsequent offence: further detention and/or gaiting or possible suspension
Driving Offences	1 st offence of breaking the "Driving only to and from school" policy and driving related regulations and policies: suspension 2 nd offence: probable exclusion
Persistent non-compliance after repeated warning	1 st offence: A suitable detention 2 nd offence: A Saturday detention Subsequent offence: probable suspension
Sexual impropriety	1 st offence: probable exclusion
Sexual violence (as defined in the Sexual Offences Act 2003) and reproduced in "Sexual violence and sexual harassment between children in schools and colleges" (2021) paragraph 15	Any allegation will be passed to the police and social care as outlined in "Sexual violence and sexual harassment between children in schools and colleges" (2021) and KCSIE. The school will enforce its own sanctions under this policy and may do so before any police action or criminal case has been completed, whilst being mindful of police advice about the balance of probabilities in any case. 1st Offence: probable exclusion
Sexual harassment (as defined in "Sexual violence and sexual harassment between children in schools and colleges" (2021) paragraph 16)	Any case will be considered in relation to its position on the continuum of sexual harassment, as described in "Sexual violence and sexual harassment between children in schools and colleges" (2021). Some cases may lead to immediate expulsion. Otherwise, likely responses are: 1st offence: Either Saturday detention & communication with parents, OR Suspension and communication with parents. 2nd offence: Exclusion
Viewing pornography	Responses are tailored to the particular needs of any incident, but the policy & sanctions guidance is contained in the Viewing pornography section of the Sex and Relationships Education Policy.
Malicious accusation against staff	1 st offence: probable exclusion
Acts of discrimination	Breaking any of the protective characteristics under 2010 Equalities Act will be taken very seriously and will trigger a sanction. Because circumstances, intent and severity can vary markedly a range of sanctions is given. An act of discrimination may trigger immediate exclusion and otherwise can cause any of the following to be used dependant on those factors an educational task, plus 1st offence: Saturday detention, and a communication with parents 2nd offence: Saturday Detention 3rd offence: Suspension





	Subsequent offence: probable exclusion
Being untruthful	Responses to a failure to tell the truth will vary according to circumstances. However, failing to tell the truth to a HsMs or a member of SLT could trigger immediate expulsion if the Head cannot be assured that pupil(s) can be kept safe as a result of untruthfulness. Otherwise, the usual sanctions would be: 1st offence: Saturday Detention, and a communication with parents 2nd offence: Suspension Subsequent offence: probable exclusion

- The Alcohol, drugs and smoking policies state that any pupil who is present whilst others are smoking or drinking alcohol or taking illegal drugs will be regarded as associating with that particular offence and will be subject to the same disciplinary tariffs as a pupil who has committed any of those offences.
- All confiscated items should be given to the Housemaster/mistress and be logged/recorded by them.
- In Houses punishments should be discussed & authorised by the Housemaster/mistress or Assistant
- All other punishments should be discussed with the Deputy Head pastoral.
- All punishments should be recorded in the House diary and Punishment's book.
- A House gating requires the pupil to be confined to school at all times other than when they have School commitments i.e. lessons,
 games, meal times. Pupils cannot go to other boarding houses or the Coop / post office. Pupils will be required to sign in with House
 staff at additional times beyond the normal registrations.
- A School gating requires the pupil to be confined to the school campus at all times.
- No punishments before 7am or after bedtime may be used.
- Repeated offences could lead to escalation of sanction.
- parental behaviour should at all times be in line with School policy and unreasonable or inappropriate parental behaviour may lead
 to a pupil being excluded from the school.
- If a pupil is excluded form Bloxham School then the Head will take reasonable steps to help parents/guardians in the transition of the pupil to a new place of education.

HARMFUL SEXUAL BEHAVIOUR (HSB)

- The school is mindful of the national revelations in 2021 concerning HSB in schools, colleges and Universities. The school has therefore inserted specific references to such behaviours within its sanctions section in this policy. Whilst the emphasis at Bloxham will continue to be upon education, a sanctions response is also required. The school has adopted the Government paper "Sexual violence and sexual harassment between children in schools as colleges" (2021) as its key guidance. The school has zero tolerance towards HSB. "Banter" is not acceptable at Bloxham School. Bloxham recognises the potential for HSB in any educational setting, including Bloxham, and the prevalence in wider society. It also recognises that children with SEN statements are statistically more likely to be victims of HSB and therefore any case which involved such a pupil at Bloxham would require the input of the school SENCO.
- Bloxham School adopts as its definition of Sexual Violence that given in the Sexual Offences Act (2003) reproduced in paragraph 15
 of "Sexual violence and sexual harassment between children in schools as colleges" (2021). The school adopts the definition of
 sexual harassment given in the same document (paragraph 16).





PHYSICAL CHASTISEMENT

Physical chastisement, also called Corporal punishment, is illegal. It is not to be used under any circumstances at Bloxham School.

BREACHES OF DISCIPLINE OUTSIDE THE SCHOOL GROUNDS:

- The school takes the conduct of its pupils outside of school grounds extremely seriously. A pupil's misbehaviour outside of school can be damaging to the reputation of both the pupil and the school. Where an incident is reported to the school of a pupil's poor behaviour outside of the school grounds and the incident has not been witnessed by school staff, the school will take an evidence-based approach and/or talk to witnesses before identifying further action and any sanctions required for such behaviour.
- The school will report to the police any activity which it believes may amount to a criminal activity which takes place either within the school grounds or outside of its grounds. Drugs and weapons will be confiscated immediately and held for the police as potential evidence. If the school believes a pupil may have taken drugs then the school drugs policy will apply. Possible sexual offences will generally be reported to the Oxfordshire Safeguarding Children Board and/or the police immediately.

APPEALS AGAINST EXCLUSION:

- The school will always offer the right of appeal to any pupil excluded from the school. Any appeal against exclusion will be dealt with under this Policy rather than under the school's Complaints Policy, and should be made in writing to the Head Master within one week of the pupil's exclusion.
- An appeal meeting will follow within 14 working days, if practicable, at which the parent may be accompanied by a friend or relative if they wish although legal representation is not appropriate. The appeal will usually be heard by at least two of the school's governors and one person who is independent of the running of the school.
- The school will accept the appeal decision as final.

USE OF REASONABLE FORCE:

Like all schools, we reserve the right for our staff to use reasonable force to control or restrain a pupil in specific circumstances. The Education and Inspections Act 2006 enables schools to use "such force as is reasonable in the circumstances to prevent a pupil from doing or continuing to do" any of the following:

- "Committing any offence (or, for a pupil under the age of criminal responsibility, what would be an offence for an older pupil)"
- "Causing personal injury to any person (including the pupil themselves)"
- "Causing damage to the property of any person (including the pupil themselves)"

"Prejudicing the maintenance of good order and discipline at the school, and among any pupils receiving education at the school, whether during a teaching session or otherwise"

The Act also defines to whom the power applies as follows:

- "Any teacher who works at the school"
- "Any other person whom the head teacher has authorised to have control or charge of pupils"

All Bloxham staff are trained in the circumstances in which reasonable minimum force may be used, both as part of their induction and regular refresher training on managing pupil behaviour. In particular, they are advised always to use their voices first and to use the minimum force necessary to restrain a child for the shortest possible period of time. Their training specifically deals with the factors that must be considered in reaching a judgement as to whether the use of physical restraint is appropriate that are set out in the ATL's Guidance entitled 'Restraint' which includes:

- "The seriousness of the incident, assessed by the effect of the injury, damage or disorder that is likely to result if force is not used
- "The chances of achieving the desired result by other means
- "The relative risks associated with physical intervention compared with using other strategies"

Every member of staff will inform the Headmaster, personally or via one of the Deputy Heads immediately after he/she has needed to restrain a pupil physically. The school will always inform a parent when it has been necessary to use physical restraint and invite them to the school, so that we can, if necessary, agree a regime for managing that individual pupil's behaviour.





SEARCHING A PUPIL

Our Search policy is in accord with Section 550ZA-550ZD of the 1996 Education Act. Personal searches should be a last resort. However if the pupil is carrying an unauthorised item such as a knife or alcohol the best approach is to ask them to turn out pockets/bag. Please do this is the presence of a second adult. If the pupil refuses parents can be contacted and discipline proceeding could ensue in line with the action when a pupil goes missing policy.

Suspected possession of illegal drugs or weapons could result in the police being called if a pupil refuses to cooperate.

SEACHING A ROOM/PROPERTY

Our Search policy is in accord with Section 550ZA-550ZD of the 1996 Education Act. Pupils should have the ability to lock away their possessions in accordance with NMS 9.3. However a search may be considered if the item under search is high risk such as a knife or drugs – school property should only be searched if it is based on reasonable suspicion ("due cause"). The extent of the search should be proportionate to the likelihood of the item being found and conducted according to the School Search policy.

In regard of drugs a search could be instigated if there was suspicion of supply or manufacture of illegal drugs. Consent would initially be sought from the pupil but if this is not practical or another pupils' welfare is at risk a search could take place in the pupil's absence. If there was considerable concern regarding the item being searched for it may be necessary to call the police and at this stage the parents should be informed. If a search is to be carried out in the absence of the pupil there should be consultation with a Deputy Head before starting the search. A second adult should always be present during the search.

A written record of every search should be made and include:

- The main details of the search
- Who was present
- Date
- Time
- Outcome.

RECORD KEEPING

Records of matters relating to Behavioural Management are kept in House and School. Houses maintain records of House Sanctions and rewards, and pupil and room searches. These are monitored during regular "House Monitoring" meetings by the Deputy Head (Pastoral). The Deputy Head Pastoral maintains records of School Sanctions, and these are placed on the pupil central file. The Deputy Head Office maintains records of any Use of reasonable force, and any related complaints. Records that are specifically medical in nature are maintained independently by the Palmer Health Centre.

COMPLAINTS

The school hopes that parents will not feel the need to complain about the operation of its behaviour management policy and that any difficulty can be sensitively and efficiently handled before it reaches that stage. However, the school's complaints procedures are on our website. We will send you copies on request. We undertake to investigate all complaints and to notify you of the outcome of investigation within 28 days. We maintain records of complaints for three years after your child has left our school.

RELEVANT GUIDANCE AND LEGISLATION

Behaviour and Discipline in Schools (2014, updated January 2016)
ISI Handbook for the Inspection of Schools: The Regulatory Requirements (2010)





D. School Regulations

Where "HsM" is written it stands for "Housemaster and/or Housemistress".

A breach of common sense may be interpreted as a breach of the school regulations.

A breach of the "Golden Rule" (that we treat others as we would like them to treat us) may be interpreted as a breach of the school

All pupils must:

- Attend meals, lessons, Chapel and games and fulfil other official School commitments.
- Present a clean and tidy appearance.

Bounds

- Outside lesson times pupils must sign in and out of their Houses. Sixth Form studying in house during lessons must also sign in and
- Third Form to Fifth Form pupils must be on the School Campus from 6.00pm, unless given specific permission to attend an event off
- Times for visiting the shops on the High Street are as follows:
 - Sixth Form: in break-time and lunchtime and after all lessons Monday- Saturday
 - Fifth, Fourth and Third Forms: after lessons & activities Monday- Saturday
 - First and Second Forms after lessons and activities at the HsMs discretion.
 - On Sundays all pupils may visit the shops from 10:30am until 5:30pm
 - Pupils may collect newspapers at other times at the HsMs discretion.
- Pupils must use the pelican crossing to cross the High St.
- Other than the shops area on the High Street the rest of the village is out of bounds. Other areas may only be used to go to and from school activities, or with the permission of HsM.
- No pupil may leave the village without the permission of their HsM.
- Pupils must be in their own House during prep and may only visit other areas after 6.45pm with HSM permission or in social times as follows:

Third Form: 8.30pm - 9.15pm

Fourth Form: 8.30pm - 9.15pm

Fifth & Sixth: 9.00pm -10.00pm

- Pupils wishing to visit Stonehill post 6pm require permission from the HsM:
 - Third and Fourth form pupils wishing to visit Stonehill should do so in groups of more than one.
 - Third and Fourth Form pupils in Stonehill wishing to visit the main campus post 6pm should do so in groups of more than
- No pupils, except for prefects, may cross the school lawns including the swimming pool lawn, use the Grey Gate onto the High Street or the door outside the Headmaster's Study.
- Great Hall galleries, roof loft, lighting tower & cage, balcony & stage, and the Wesley Theatre are out of bounds except by specific arrangement with qualified staff.
- Public Houses are all out of bounds for all Bloxham pupils who are under school responsibility, except if accompanied by parents or by special arrangement with the HsM at some weekends. Mid-week permission will only be considered for Pastoral/School Prefects.



OX15 4PE, UK





- No food or drink is to be taken out of the Dining Hall without permission.
- All pupils must know the times of meals and when they may start queuing.
- Those queuing for any meal must do so in a quiet and orderly manner.
- Pupils must have written authorisation (agreed by either of the Deputy Heads), from a member of staff if they wish to attend meals or start queuing at other than the stated times.
- School dress must be worn from 08:15 until after supper each day. Sixth Form pupils may attend evening meal on a Tuesday, Wednesday and Friday in casual clothes but must respect the "no knees at teas" rule. No hats / caps may be worn. Shoulders should be covered. Sliders are unsuitable footwear in the dining room.
- Bloxham sports kit (covered by a school tracksuit) may only be worn in exceptional circumstances and if agreed to by either of the Deputy Heads beforehand.
- Eating in public places is contrary to good manners and the School regulations.
- The chewing of gum is forbidden at all times on site and on all school occasions on/off site.

Health and Off Games List

- If a pupil is unable to participate in games due to an injury or illness they will need to attend Palmer Health Centre to get an "off games" slip. This should be presented to the member of staff in charge of the team and/or group which the pupil would normally be a part of.
- A summons to attend surgery takes priority over all other activities.
- If pupils are capable of participating in another activity e.g. cross country, gym or other rehabilitation work this will be arranged. Otherwise pupils will be involved in the games afternoon with the relevant group or with the hosting of visiting teams via "meet and greet". At all times those "off games" must remain on the school site unless permission has been granted from your Housemaster / Housemistress.
- Any medication brought to school must be handed in and Palmer Health Centre will then decide on notes for storage and administering.

Exeats/Leave

- Before going on Weekend Leave pupils must ensure the HsM receives parental authority by Thursday 9.00pm.
- Permission must be received by any parents or guardians who will be hosting pupils.
- Leave may be from 4:00pm on Saturday until 9.00pm on Sunday subject to commitments. Once a pupil has signed out for weekend leave, they should not return to school before Sunday evening.
- All pupils must always sign in and out

Transport

- The School site is not a suitable area for bicycling. Any pupil wishing to use a bicycle for any reason should seek permission from their Housemaster/mistress and must wear a helmet.
- Applications for permission to drive to & from school should be made to HsM. If permission is granted the "Driving to School Policy" must be followed and a signed agreement lodged with the Head.
- Driving lessons may be arranged by members of the Sixth Form once they have reached the legal age, but should not clash with lessons, study periods or other school commitments. An exception is that U6th pupils may arrange driving lessons during a study period with HsM permission. Parents or guardians must apply to their HsM in writing, and permission must have been received before arrangements are made.
- Pupils travelling to and from school should do so in full school uniform

Devices and Electrical Appliances





- Devices may be watched at the HsM's discretion.
- At all times the volumes of sound on devices must be kept to a level that is not obtrusive.
- Headphones should only be used at a low volume and not at all in bed so that pupils can hear if the Fire Alarm were to sound and so as not to distract others.
- During services, those in the vicinity of Chapel should not create any noise.
- The use of mobile phones/devices is to be in accord with the school mobile device policy.
- Pupils are restricted to five electrical appliances in their room at any one time. This includes their school device. All electrical devices must have evidence of a valid PAT Test.

Visiting and Relationships

- Non-members of the school may only visit with HsM's permission signing in/out at reception and must be accompanied during any
 visit
- No pupil may visit a private residence without both an invitation from the host and prior permission from the HsM approved by the DSL.
- Parents or guardians must sign in and out of Houses.
- All houses have designated areas which are open to both boys and girls for socialising. Pupils must not enter other areas except with HsM prior permission.
- Sexual contact between pupils is not permitted. Those engaging in such behaviours normally will be required to leave the School.
- Public displays of affection are not appropriate behaviour within a boarding school.

Miscellaneous

- All property should be named. Lost property should be handed to the Deputy Head Pastoral.
- No transaction in excess of £5 between pupils, is allowed without the consent of the HsM.
- Credit: No pupil may extend credit to any other pupil
- It is illegal to be in possession of any offensive weapon. Any knife, other than domestic, with a fixed blade will be considered an offensive weapon.
- Deliveries to school are made to Sites Office, Park Close Annex, Bloxham School, Little Bridge Road, Bloxham, OX15 4PS





Dress and Overall Presentation			
	Unacceptable	Acceptable	
Jewellery	• Facial piercings of any kind	 1 plain silver/gold stud or hoop per ear to be worn in lobes. Hoops to be a circumference no larger than a 5 pence piece. 1 neck chain - to be removed for PE and games and hidden at other times Watch 1 small plain ring 	
		1 small bracelet (in total)	
Make Up	Nail Varnish or acrylic nails	Natural and discreet make up	
Hair	Girls: Extreme styles/cuts Streaks or bright colours Boys: Neither very short or beyond the collar	Girls: Long hair is to be up in a ponytail Natural hair colours Boys: Neat and tidy	
Valuables	 Do not bring expensive items or large sums of money into school Any valuables should be handed to Housemasters/mistresses For PE items such as jewellery and wallets should be kept in a safe place in the boarding house 		
Mobile Devices	 Mobile devices should be stored in a lockable cabinet in boarding houses Mobile devices can be used outside of the school day 		

Dress regulations

- School dress must be worn between 8.15am until 5.45pm.
- Pupils may wear casual clothes to supper under the following regulations: Shoulders should be covered, skirts and shorts should fall to within 2 inches of the knee; no hats, pyjama style clothes or inappropriate logos are allowed. Sliders, slippers, flip flops and similar open-toed styles are not permitted in the dining room. (this lists are not exhaustive but are a guide). The usual school rules about hair and jewellery remain in place during tea.
- A dark navy blue/black overcoat may be worn outside only if a jacket/blazer is also worn. Two style options available from School Blazer suppliers.
- No hats/caps may be worn, except as necessary for sports activities.
- Bloxham School sports kit should be worn for all sports activities
- No inappropriate logos are allowed on casual clothing.
- Jewellery must be discreet. Girls may wear one earring in each ear which may be a stud diamond, pearl, or hoop in gold or silver





per ear to be worn in lobes. Hoops to be a circumference no larger than a 5 pence piece. The piercing may only be in the ear lobe.

Boys are not permitted to wear earrings. No other body piercing is allowed. A small plain ring and a chain and crucifix or St

Christopher may be worn by girls and boys but is to be removed for PE and games and hidden at other times

- Sunglasses may not be worn in school dress unless medical permission has been granted or when watching sport in bright sunshine.
- School shoes must be polishable.
- No nail varnish or acrylic nails.
- Kilts should be knee length. Tailored skirts should be no shorter than 1 inch above the knee.

Hair Regulations

Hair should retain its natural colour. Extreme styles are not permitted. Therefore, the scalp should not be visible. Hair should not be made to stand on end. Girls' hair should be tied back if shoulder length or longer in forms 1-5. For boy's hair should be off the collar. The headmaster will adjudicate concerning any hair colour or style. If hair is judged to be of an unacceptable length, colour or style a pupil will be required to change their hair to conform to the headmaster's requirements and may be asked to remain off the school site until that has been achieved.

All staff have a responsibility to ensure that dress and uniform regulations are adhered to. In the first instance a pupils should be asked to rectify the problem and the incident recorded on iSAMS. However, the final arbiters of the acceptability of all matters of uniform, dress and overall presentation are the Headmaster and Senior Leadership Team.





E. Parent Privacy Notice

Key Information

This Notice contains the key information about how and why we collect your personal information and what we do with that information. Personal information is information that identifies you and relates to you. For example, information about your family circumstances, your financial information and photographs of you.

We strongly recommend reading the full version of our parent privacy notice which is published on the School's website and can be found here: http://www.bloxhamschool.com/parents-area/data-protection.html. You can also obtain a copy of the full Notice by contacting the Bursar by email at bursar@bloxhamschool.com, via postal address at The Bursar, Bursary, Bloxham School, Bloxham, Oxon, OX15 4 PE or via telephone at 01295 724303. The full version includes additional points, such as, the rights you have in your information including what decisions you can make about your information, for how long the School retains your personal information and our legal bases for using your personal information.

The School's primary reason for using your personal information is to provide educational services to your child.

We set out below examples of the different ways in which we use your personal information and where that personal information comes from.

- We obtain information about you from admissions forms and from your child's previous school. We may also get information from professionals such as doctors and from local authorities.
- We will have information about any family circumstances which might affect your child's welfare or happiness.
- We will process financial information about you in relation to the payment of fees. In some cases we get information about you from third parties such as credit reference agencies or from your child's previous school(s).
- We may take photographs or videos of you at School events to use on social media and on the School website. This is to show prospective parents and pupils what we do here and to advertise the School. We may continue to use these photographs and videos after your child has left the School.
- We will send you information to keep you up to date with what is happening at the School. For example, by sending you information about events and activities taking place (including fundraising events) and the School newsletter.
- We will keep details of your address when your child leaves the School so we can send you *The Bloxhamist* magazine and find out how your child is progressing. We may also pass your details onto the alumni organisation which is called the Old Bloxhamists. Further information on the alumni association can be found here: http://www.bloxhamschool.com/old-bloxhamists/

In some situations we may need to share your information with third parties. For example:

- In accordance with our legal obligations, we will share information with local authorities, the Independent Schools Inspectorate and the Department for Education, for example, where we have any safeguarding concerns.
- If you have unpaid fees we may share information about this with other schools or educational establishments to which you intend to send your child.
- On occasion, we may need to share information with the police, our legal advisors and our insurers.

The Bursar is the person responsible at our school for managing how we look after Parent Information. The Bursar can answer any questions which you may have about how we use your personal information.





F. Pupil Privacy Notice

Important Information

As your child will be in Year 7 or above, he / she has the maturity to exercise his / her own data protection rights. Therefore please show him / her a copy of the pupil privacy notice below which is written for their attention and discuss it with them.

Key Information

This Notice contains the key information about how and why we collect your personal information and what we do with that information.

Personal information is information that identifies you and relates to you. For example, information about how well you are doing at School and any information that we need to take care of you. Photographs and videos of you also count as your personal information.

We encourage you to read the full version of our Pupil Privacy Notice which is published on the School's website and can be found here: http://www.bloxhamschool.com/parents-area/data-protection.html. You can also obtain a copy of the full Notice by asking your parents to contact the School or by speaking to your form tutor.

The full version includes additional points, such as:

- the rights you have in your information including what decisions you can make about your information;
- for how long the School retains your personal information; and
- our legal bases for using your personal information.

Our primary reason for using your personal information is to provide you with an education.

We set out below examples of the different ways in which we use your personal information and where that personal information comes from.

- Admissions forms give us lots of personal information. We get information from you, your parents, your teachers and other pupils. Your old school also gives us information about you so that we can teach and care for you.
- Sometimes we get information from your doctors and other professionals where we need this to look after you.
- We may need to report some of your information to the government (e.g. the Department for Education). We will need to tell the local authority that you attend the School, if you leave the School or let them know if we have any concerns about your welfare.
- We will share your academic and (where fair) your behaviour records with your parents or education guardian so they can support your schooling.
- We may use photographs or videos of you for the School's website and social media sites or prospectus to show prospective pupils what we do here and to advertise the School. We may continue to use these photographs and videos after you have left the School. Sometimes we use photographs and videos for teaching purposes, for example, to record a drama lesson.
- We publish our public exam results, sports fixtures and other news on the website and put articles and photographs in the local news to tell people about what we have been doing.
- We use CCTV to make sure the School site is safe. CCTV is not used in private areas such as changing rooms.





- We will send you information to keep you up to date with what is happening at the School. For example, by sending you information about events and activities taking place (including fundraising events) and the School newsletter.
- We will keep details of your address when you leave so we can send you *The Bloxhamist* magazine and find out how you are getting on. We may also pass your details onto the alumni organisation which is called The Old Bloxhamists. Further information on the alumni association can be found here: http://www.bloxhamschool.com/old-bloxhamists/

If you have any questions about how we use your personal information, please speak to your tutor. Alternatively, you can speak to your parents who will talk to us on your behalf.





G. Acceptance Form

Parents are asked to complete this form and return it to the Admissions Office together with the appropriate fees using the details given at the end of the form.

To help us process your child's application, we will need some personal information (data) about you and your child – for example, your name and contact details, and information about your child's schooling to date. We take your privacy seriously and your data is held securely, in line with our Privacy Policy. You can read the policy on our website at www.bloxhamschool.com/parents-area/data-protection.html. Please email the Admissions Team if you have any further questions.

Please note, some of the questions on this form may have already been asked upon registration. They are asked again to ensure that the information is up to date as there is often a time delay between registration and acceptance.

Child's Surnam	ne:	
First Names:	🗆 Boy 🗆	Girl (please tick)
Name by which	h child is known if different from above: _	
Date of Birth (c	dd/mm/yyyy):	Place of Birth:
Nationality:		Religion:
(Please enclose	copy of passport for verification)	
Proposed Entr	y Date (Term):	(Year) 20:
Type of Place (Please tick. If)	joining at First Form (Year 7), please also	specify the type of place for Third Form (Year 9) upward
Years 7 & 8	Lower School (First and Second Form)	Boarder Day Boarder Day House
Years 9 & 11	Senior School (Third to Fifth Form)	Boarder Day Boarder Day House
Years 12 & 13	Sixth Form (Lower and Upper Sixth)	Boarder Day Boarder Day House
First Signatory	,	
Title and full na	ame:	
Address:		
		Postcode:
Occupation:		Old Bloxhamist? Yes No (please tick)
Daytime Numb	oer:	Evening Telephone:
Mobile numbe	r:	Email:
Nationality:		Religion:





Mobile number: Email:	
Doccupation:	
Occupation: Old Bloxha Daytime Number: Evening To Mobile number: Religion: Nationality: Religion: f either of you has parental responsibility for the child in any capacite actionship to the child: Email Address (to which access codes for the Parent Portal will be see	
Daytime Number: Evening To Evening To Email: Nationality: Religion: Religion:	Postcode:
Address:	mist? Yes No (please tick)
Mobile number: Email:	lephone:
f either of you has parental responsibility for the child in any capacite lationship to the child: Email Address (to which access codes for the Parent Portal will be seemail Address (to which access codes for the Parent Portal will be seemail and Full Name (required if parents live overseas): Address: Deccupation: Daytime Temporary Mobile number: Nationality: Email:	
Email Address (to which access codes for the Parent Portal will be s Guardian Guardian's Title and Full Name (required if parents live overseas): Address: Decupation: Daytime To Mobile number: Evening To	
Guardian Guardian's Title and Full Name (required if parents live overseas):	
Guardian's Title and Full Name (required if parents live overseas):	
Occupation: Daytime To	
Mobile number: Evening Te	lephone:
Nationality:Email:	lephone:
Candidate's home address (if different from above):	Sp.10.135
Candidate's home address (if different from above):	
f the parents live apart, with which parent does the child live?:	





Schools attended since the a	age of eight:			
School	Head	From		То
	2 2		 	* : : : : : : : : : : : : : : : : : : :
	-	3 8	 	* 2 0 0 0
				
Date and place of Baptism (i	f applicable):	When	W	here
Date and place of Confirmati	on (if applicable):	When	W	here
your child. (If more room is r	equired, please att	ach a separate	sheet and see declar	rations on the following pages).
For a child whose nationality	is non-European			
The school is registered as a	Child Student Spo	nsor by the UK	Home Office.	
Please tick this box if you	require the schoo	to sponsor yo	ur child for visa imm	nigration purposes.
Details of the Child Student S guarantee that the school wil your child, please provide de	l sponsor your chil	d to study in th	e UK. If you do not r	require the school to sponsor



Declarations

I/We HEREBY ACCEPT the place which has been offered to us for my/our child (named above) on the terms of the letter containing that Offer and the Terms and Conditions referred to in it.

I/We ACKNOWLEDGE RECEIPT of a copy of the current School Regulations which I/we have read and drawn to my/our child's attention.

I/We HEREBY DECLARE individually and jointly that:

- 1 Parent Contract: Before signing this Acceptance Form I/we have read and understood and I/we agree to all parts of the Bloxham School's Parent Contract which is made up of the following individual sections and documents:
 - The Schedule of Fees, Bloxham School's Terms and Conditions, The Promoting Positive Behaviour Policy The School Regulations, The Parent Privacy Notice, The Pupils Privacy Notice
 - I/We have retained a copy of the Parent Contract with my/our records and I/we accept that this will undergo reasonable change from time to time.
 - I/We acknowledge receipt of both the current Promoting Positive Behaviour Policy and the current School Rules and agree that we and our child shall observe and be bound by them.
- 2 Disabilities & Learning Difficulties: I/We have already provided details of any learning disability or disability giving rise to a special education need (for example, dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any condition requiring use of a wheelchair.) I/We attach in confidence any relevant information received subsequently.
- 3 Medical Matters: I/We attach in confidence all relevant information about any medical condition, health problem, or allergy which affects my/our child and/or which may prevent my/our child from taking a full part in the school's academic and games/sports curriculum and outdoors activities
- 4 Court Orders: I/We have informed the school if we are separated or divorced and if any court orders have been made in relation to our child or either of us (including any orders relating to financial matters).
- 5 Parental Responsibility: I/We both have parental responsibility (i.e. legal responsibility) for my/our child; I/we both agree that my/our child should attend the school and no other person's consent is required.
- 6 Current School: I/We confirm that fees payable to my/our child's current and any previous schools have been paid or will be paid in full before my/our child enters Bloxham School. Except as disclosed in a confidential letter attached to this form, my/our child has not been withdrawn from or asked to leave another school as a result of misconduct and is not under investigation and has not been convicted for any criminal offence.
- 7 Cancellation/Withdrawal: I/We will not cancel my/our acceptance of this place or withdraw my/our child from the school without first giving a full term's notice or paying a term's fees in lieu of notice in accordance with the Terms and Conditions referred to above.
- 8 Documents: I/We confirm that before signing this form, I/we have seen or had an opportunity to see all the documents referred to in the Parent Contract, including the School Regulations and associated documentation. (A copy of all these documents is available via the school website www.bloxhamschool.com.

I/WE HEREBY GIVE THE FOLLOWING EXPRESS AUTHORITIES on behalf of ourselves and (so far as I/we are entitled to do so) on behalf of my/our child:

- 1 School Fees: I/we consent to the school making enquiries of my/our child's current or previous schools for confirmation that all sums due and owing to such school/s have been paid and I/we consent to your informing any other school or educational establishment to which I/we propose sending my/our child if any fees of this school are unpaid.
- 2 School Trips & Transport: I/we consent to my/our child taking part in school trips which do not involve an overnight stay or travel abroad and I/we consent to my/our child being carried by public transport or school transport driven in a responsible manner by an adult who is suitably qualified and insured.
- 3 I/We confirm that Bloxham School is my/our first choice, and I/we acknowledge that the offer of a place is subject to the candidate passing the necessary examinations and receiving a satisfactory report from the present Headmaster/ Headmistress.

Please now follow the instructions and complete the form on the reverse side of this page.





How we use your information: For more information about how the School will use your information, and your child's information, please see our pupil privacy notice and our parent privacy notice.

Key information from our parent privacy notice and our pupil privacy notice is enclosed with offer letter and the full notices are published on the School's website: www.bloxhamschool.com

As your child is going to enter Year 7 or above, he / she has the maturity to exercise his / her own data protection rights. Therefore, please show him / her a copy of the pupil privacy notice and discuss it with him / her.

- (i) any information or circumstances about or relating to us and/or our child that has previously been notified to the School (including on the School's Registration Form or otherwise as part of the School's registration and admissions process) is and remains complete and accurate as at the date when we sign this Acceptance Form; and
- (ii) our child has the right to enter, live and study in the United Kingdom [and, if we require the School to sponsor our child as a condition of his/her entry into the United Kingdom, such requirement has previously been notified to the School

I/We certify that the details given on the Acceptance Form are to the best of my/our knowledge and belief accurate.

I/We enclose a cheque made payable to Bloxham School/have transferred payment via BACS to the account details given below (please delete as appropriate) for £1,500 for the Acceptance Fee (including a £300 refundable deposit) in accordance with the Fees List and Terms and Conditions referred to above. For overseas pupils a deposit of a term's fees (refundable when the child leaves Bloxham) is required in addition to the Acceptance Fee.

(Each of those with parental responsibility to sign and complete below)

First Signature:	Second Signature:
Name in Full:	Name in Full:
Relationship to the child:	Relationship to the child:
Date:	Date:

Once completed, please return this form to the Admissions Office at Bloxham School:

Admissions Office, Bloxham School, Banbury Road, Bloxham, Banbury, Oxfordshire, OX15 4PE.

Cheques should be made payable to Bloxham School and should have the child's name written on the reverse. If paying by BACS transfer, please use the details below and use your child's name as the reference so that we can identify your payment:

Bank: Barclays Bank PLC

Branch London Corporate Banking

Sort Code: 20 65 82

Account: Bloxham School Limited Account Number: 60796603

IBAN: GB45 BARC2065 8260 7966 03

SWIFTBIC: BARCGB22

