



Bloxham School

Parent Contract May 2025

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Terms and Conditions

What these terms cover. These are the terms and conditions on which we provide the Services (as defined below).

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

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

1. Definitions

1.1 Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions:

“Acceptance Form” means the form provided by the School for parents to complete when accepting a place for their child at the School;

“Board and Lodging” means, for boarders, the School’s provision of accommodation for your child and any meals served as part of our boarding provision excluding any meals which are charged for separately as a Specified Charge;

“child” means a child of whatever age admitted by the School, 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. It is not intended to form part of the contract between you and the School. A copy of the most up-to-date Complaints 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 1.3 below;

“deposit” means the amount set out and referred to as the deposit in the Acceptance Form (and that is separately set out in the Schedule of Fees);

“Education Services” means the School’s provision of classes and lessons to your child;

“Fees” means the School Fees plus any and all Specified Charges, being the total amount payable by you to the School for the Services each term;

“fees in lieu of notice” means a term’s School Fees calculated in accordance with (as applicable) Clause 3.3 or Clause 5.1. Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you;

“FIA Terms and Conditions” means the supplemental terms and conditions relating to the School’s fees in advance scheme;

“Head” means the person appointed by the Governors of the School to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated;

“Schedule of Fees” means the list setting out the price for each of the Services, a copy of which is available on the School’s website and from the School at any time upon request;

“School Regulations” means the body of rules and policies of the School which set out our expectations concerning the conduct and behaviour of our pupils and parents, as may be amended from time to time. A copy of the documents comprising the School Regulations is available on the School’s website and from the School at any time upon request;

“Services” means all the services to be provided by the School on the terms and subject to the conditions of this contract, including Education Services and Board and Lodging (which are covered by the School Fees) and any other services (which are covered by a Specified Charge);

“School Fees” means the termly fees for the provision of Education Services and for Board and Lodging, as set out in the Schedule of Fees;

“Specified Charges” means the charges for each Service excluding Education Services and Board and Lodging as set out in the Schedule of Fees;

“term” means a term of the School as published on the School’s website and 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. For example, a term’s notice is required to withdraw your child from the School. So, if you wish to withdraw your child with effect from the start of the summer term, you need to tell us in writing about the withdrawal by 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;

“we” or the **“School”** means the legal entity carrying on as the School as identified in Clause 1.2 below; and

“you” or the **“parents”** means each person who has signed the Acceptance Form as a holder of parental responsibility for the child.

In these terms and conditions we sometimes provide illustrative examples by using the words **“for example”**, **“includes”** or **“including”**, which are not exclusive or limiting examples of the matter in question.

1.2 **Who we are.** We are Bloxham School Limited a company registered in England and Wales. Our company registration number is 03779976, our charity registration number is 1076484 and our registered office is at Bloxham School, Banbury Road, Bloxham, Banbury, Oxfordshire, OX15 4PE. Our VAT registration number is 431573900

1.3 **Our contract with you.** The **Acceptance Form**, the **Schedule of Fees**, the **FIA Terms and Conditions** and these **terms and conditions** (as in each case may be amended from time to time) form the terms of the **contract** between you and the School. It is not intended that the terms of this contract will be enforceable by your child or by any other third party.

2. Acceptance and Deposit

2.1 **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.

2.2 **The status of the deposit.** The deposit will be held as security to secure performance of your obligations under this contract. The deposit remains your property and does not form part of the general funds of the School unless and until it is applied or forfeited in accordance with this contract. Subject to Clause 2.3, unless you indicate that you would like to donate the deposit to the School’s hardship fund, the deposit will be returned to you on your child’s leaving.

2.3 **Circumstances where the deposit will not be returned to you.** You authorise us, and we will be entitled to, retain, deduct from or otherwise apply the deposit (as applicable), if:

2.2.1 you fail to pay the School’s final invoice;

2.2.2 you owe the School fees in lieu of notice (whether in accordance with Clause 3.1 or Clause 5.1);

2.2.3 your child does not take up their place at the School, in accordance with Clause 3;

2.2.4 your child is excluded or required to be removed from the School, in accordance with Clause 7.4.2; and/or

2.2.5 the School terminates the Parent Contract, in accordance with Clause 14.

2.4 What happens to donated deposits. Where you have ticked the donation box set out in the Acceptance Form, you direct the School to apply the deposit on your behalf to the School's hardship fund. You will be responsible for making the final payment of the Fees or other sums due to the School on your child's leaving (unless otherwise stated in these terms and conditions). You agree to complete a Gift Aid declaration form as requested by the School in order that the School may reclaim Gift Aid on your donation.

2.5 Requirement for you to increase the deposit amount. Where an offer of a place for your child to enter the school is accepted, you must pay a further sum equivalent to the difference between the deposit already paid and the deposit payable for the school to accept the place. Clauses 2.2 to 2.3 above apply to the further sum you must pay to meet the school deposit.

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.

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

3.1 Notice to withdraw your acceptance of a place before your child joins the School. If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term's notice to that effect or pay the School fees in lieu of notice. For example, to withdraw your acceptance of a place starting in September you would either need to tell us on or before the first day of the preceding summer term or pay fees in lieu of notice. The only exception to this is if we make an offer of a place in the term immediately before your child is due to join the School, in which case you must either give us notice within fourteen (14) days of the date you accept our offer (in accordance with Clause 2.1) or pay fees in lieu of notice.

3.2 If we receive notice. If you provide notice in accordance with Clause 3.1, no fees in lieu of notice will be payable but as you have not taken up your child's place at the School you will forfeit the deposit. The only exception to this is where you have provided notice in accordance with Clause 3.1 above and the School actually fills the specific place created by your child's withdrawal, in which case the School will refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to fill the vacancy created by your child's withdrawal.

3.3 If we do not receive notice. **If you do not provide us with notice in accordance with Clause 3.1 (or if no notice is provided at all) fees in lieu of notice will be payable by you and will become due and owing to the School upon demand as a debt.** The fees in lieu of notice will be charged at the rate applicable for the term when your child was due to start. The School will apply the deposit you have paid (without any entitlement to repayment under Clause 3.2 above) as payment of the fees in lieu of notice you will owe us.

4. School Fees, Specified Charges and Payment

4.1 School Fees. Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the provision of Education Services and, if applicable, Board and Lodging.

- 4.2 Specified Charges. The Specified Charges are payable in respect of each Service excluding Education Services and Board and Lodging. Some Specified Charges are optional, and others are not optional. Please see the Schedule of Fees for further information. Any and all Services which are optional are supplied independently from each of the other Services. Board and Lodging is supplied independently from the Education Services.
- 4.3 VAT and applicable taxes.
- 4.3.1 Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable).
- 4.3.2 You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.
- 4.3.3 If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

PLEASE READ THIS NEXT SECTION CAREFULLY – it deals with your responsibility to pay the School Fees and Specified Charges.

- 4.4 Who is responsible for payment. **Each of you is responsible for ensuring that all of the Fees are paid to the School. This is because our contract applies to both of you together and each of you on your own.** In practice this means that if any of the Fees have not been paid then the School can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out in Clause 4.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either of your responsibility for the Fees due under this contract.
- 4.5 How one parent can remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A parent may be removed from their payment responsibility under this contract but that parent **must** have obtained the prior written consent of **both** the School **and** the other parent who has signed the Acceptance Form before submitting such notice. Separately, the School may 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 we agree otherwise in writing.
- 4.6 How bursary and scholarship awards are treated. A bursary/scholarship or other award may be withdrawn in accordance with 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 (and/or your behaviour or conduct (or the behaviour or conduct of one of you, including in relation to an application for the award)) no longer merit the continuation of the award.

If your child has been awarded a scholarship/bursary which includes financial assistance (e.g., by way of fee remission), your responsibility will be to pay the amount of Fees due after taking account of that award. Where it appears likely to the Head that an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification you give notice to withdraw your child from the School, no fees in lieu of notice will be payable by you.

- 4.7 How the School Fees are charged and payment requirements. The School Fees are charged on a termly basis, regardless of the length of any term and regardless of your child's year group. **Each term's School Fees fall due for payment by you on or before the first day of that term by direct debit or direct bank transfer.** Each term's School 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 4.5 above). **We may not allow your child to attend the School if you do not pay the School Fees on time.**

The School may agree that the School Fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid 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 relevant invoice. The School will issue a separate invoice and schedule of instalments relating to the School Fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's School Fees.

- 4.8 Payment of Specified Charges. All Specified Charges for each term (and for other unpaid Specified Charges that were agreed during the previous term) will be invoiced separately before the start of the next term **or** included in the School's invoice for the School Fees. All such Specified Charges must be paid in full by direct debit **or** direct bank transfer on or before the first day of the next term.

PLEASE READ THIS NEXT SECTION CAREFULLY – it sets out what rights we have, and what action we may take, if the Fees are not paid in accordance with these terms and conditions.

- 4.9 Consequences of non-payment or late payment. If you do not make any payment to the School by the due date for payment, we may:

- 4.9.1 refuse to allow your child to attend the School, withhold any references, and/or withdraw sponsorship of your child's Child Student or Student Visa (if applicable) while the School Fees remain unpaid or if there is a repeated or persistent failure by you to pay the School Fees on time. This applies in addition to our right to terminate this contract under Clause 14;
- 4.9.2 refuse to allow your child to participate in or receive the relevant Service while the applicable Specified Charge remains unpaid;
- 4.9.3 charge interest on the overdue amount at the rate of 2 per cent a month above the base rate from time to time of the School's bank. This interest will accrue on a daily 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;
- 4.9.4 charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs); and/or
- 4.9.5 inform any other school or educational establishment to which you propose to send your child of any non-payment or late-payment.

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

- 4.10 Our ability to increase the School Fees. We will review the School Fees (usually annually) and may increase them. Notice of an increase in the School Fees will be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the School Fees are to increase at the start of the autumn term, we will notify you before the end of the preceding spring term. 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 due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3.1 or Clause 5.1.

- 4.11 *Our ability to increase the Specified Charges.* We will review the Specified Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Specified Charges prior to the end of the penultimate term before the increase is to take effect. If you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3.1 or Clause 5.1 above.
- 4.12 *Fees will not be reduced due to your child's absence or the School's closure.* Fees 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 because we are providing Education Services remotely for whatever reason. If your child takes study leave at home before or during 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 any periods spent at home.
- 4.13 *Information on your identity and the source of funds.* From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
- 4.13.1 your identity;
 - 4.13.2 your child's identity;
 - 4.13.3 that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
 - 4.13.4 your child's right to enter, live and study in the United Kingdom;
 - 4.13.5 the legitimate source of funds you are using to pay the Fees; and
 - 4.13.6 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/scholarship award.
- You must provide the School with the information and documentation we ask for.
- 4.14 *Allocation of payments to your Fees account.* The School is entitled to allocate payments from you to your account as it sees fit. For example, the School is entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.
- 4.15 *How School 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 (i.e., where you have prepaid all or part of the School Fees due under this contract) you will still need to meet the difference (if any) between the amount per term prepaid under the FIA Terms and Conditions and the total Fees and other amounts due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the School Fees, Specified Charges and other amounts due, and the difference will 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 withdraw your child from the School, change the nature of your child's place at the School, or remove your child from participating in or receiving a Service for which there is a Specified Charge.

5. **Notice Requirements**

- 5.1 **Notice to withdraw your child from the School.** If you wish to withdraw your child from the School, you must **either** give us a term's notice **or** pay to the School fees in lieu of notice. Those fees in lieu of notice will be charged at the rate for the term that would have been the final term of your child's education, had you given a term's notice (and not the rate for the term when you gave notice). For example, if you wish to withdraw your child with effect from the start of the autumn term then you would **either** need to tell us in writing on or before the first day of the preceding summer term **or** pay fees in lieu of notice (at the rate applicable for the autumn term). The School will apply the deposit you have paid (without any entitlement to repayment under Clause 3.2 above) as payment of any such fees in lieu of notice.
- 5.2 **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 or day place or from a day boarding to a day place you must **either** give a term's notice **or** pay to the School the difference between the School Fees as fees in lieu of notice, and at such rate as would have been charged for the final term if a term's notice had been given (and not the rate for the term when you gave notice). All other boarding-related changes, for example changing your child's place from a day place to a boarding place (either temporarily or full time), require the School's prior written consent. Changes are subject to availability.
- 5.3 **The Head's discretion to remove your child from boarding.** The Head may in their discretion require you to remove your child from boarding and move them to a day place if the Head considers that:
- 5.3.1 this is in the best interests of your child and/or other children and/or the School; and/or
 - 5.3.2 the School is unable to meet your child's needs within the boarding setting (including cases where the School cannot reasonably accommodate adjustments or provide the nature or level of support required by your child within the boarding setting); and/or
 - 5.3.3 your child's conduct or behaviour (including conduct or behaviour outside School) is unsatisfactory such that moving your child from a boarding to a day place is considered appropriate.
- You will be charged the School Fees for your child's day place at the School with effect from the day your child is removed from boarding.
- 5.4 **When the relevant amount of fees in lieu of notice must be paid.** In cases under Clause 5.1 or Clause 5.2 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.
- 5.5 **Notice to withdraw your child from participating in or from receiving a Service covered by a Specified Charge which is optional.** If you wish to withdraw your child from participating in or receiving a Service which is covered by a Specified Charge and which is optional, you must **either** give a term's notice to that effect **or** pay to the School as a debt a term's. Specified Charges for the relevant Service in which your child has ceased to participate or receive.
- 5.6 **Withdrawal part-way through a term does not reduce the amount you owe to the School.** It is not possible for you to reduce the amount of Fees due, or to obtain a refund of Fees, by withdrawing your child or by your child's ceasing to participate in or receive a Service part-way through a term.

6. School Regulations

- 6.1 Compliance with the School Regulations. It is a condition of remaining at the School that you and your child comply with the School Regulations. In addition, you must ensure that your child attends School in accordance with our Attendance Policy attends punctually, and that your child conforms to any rules of appearance, dress and behaviour we may issue.
- 6.2 We may undertake drugs and alcohol testing of your child. The School may undertake drug and alcohol testing of pupils in accordance with its drug and alcohol policies as set out in the School Regulations. The drug and alcohol policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.
- 6.3 Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media. **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 Regulations or where it is appropriate or necessary for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.
- 6.4 Laptop Scheme. On joining Bloxham School pupils will be given a laptop that will be charged on the school bill 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 later, 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 admissions. 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.

7. Suspension, Exclusion and Required Removal

- 7.1 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 behaviour or conduct outside School or online) is unsatisfactory and/or the suspension or exclusion is in the School's best interests and/or those of your child or other children.
- 7.2 Where you can find examples of offences punishable by suspension or exclusion. The School Rules and Promoting Positive Behaviour Policy set 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.
- 7.3 The Head's discretion to require you to remove your child from the School. Instead of exclusion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:
- 7.3.1 **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or represents a serious or persistent breach of the Parent Code of Conduct or any code of conduct in place with regards to parents; and/or causes a breakdown of trust and

confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public); and/or is not in accordance with your obligations under this contract. The School's Promoting Positive Behaviour Policy and Parent Code of Conduct sets out a non-exhaustive list of examples of parental conduct that is likely to warrant required removal; and/or

7.3.2 your child's attendance and/or progress at the School is unsatisfactory and/or in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child and/or other children; and/or

7.3.3 separate to the Head's discretion to suspend or exclude your child under Clause 7.1, your child's conduct or behaviour (including conduct or behaviour outside School), is unsatisfactory and/or the required removal is in the School's best interests and/or those of your child and/or of other children; and/or

7.3.4 the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

7.4 What happens if your child is suspended, excluded or removed from the School. Should the Head exercise his or her right under either Clause 7.1 or Clause 7.3 above:

7.4.1 you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;

7.4.2 in respect of exclusions and required removals under Clause 7.3.1, the deposit will be forfeited and retained by the School; and

7.4.3 in respect of exclusions and required removals, fees in lieu of notice will not be payable and any Fees that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.

7.5 Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School and the School will stop providing the Services.

7.6 Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by the School and/or Head to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure **or** Promoting Positive Behaviour Policy.

8. The School's Obligations

8.1 The period of your child's schooling. Subject to these terms and conditions, the School will provide the Services (except any optional Services that you have chosen not to receive) and accept your child as a pupil from the time of joining the School until the end of his or her secondary schooling i.e. to the end of year 13.

8.2 Moving up the School. The School is not obliged to permit your child to move from year eight to year nine or 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, 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 form or sixth form, Clause 5.1 applies.

- 8.3 The scope of our duty to exercise reasonable skill and care. We will exercise reasonable skill and care in the provision of the Services. 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 your child while off the School premises unless he or she is taking part in a School activity or otherwise under the direct supervision of a member of School staff.**
- 8.4 Consent to participation in trips and visits, in contact sports and other sports activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. Further information can be found in the School's Head Injury Protocol. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.
- 8.5 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will:
- 8.5.1 take action (for example, by contacting the emergency services);
 - 8.5.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
 - 8.5.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
 - 8.5.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- 8.6 We will give you notice of significant changes. Our website and prospectus describe the broad principles on which the School is presently run. From time to time it may be necessary to make changes to any aspects of the School, including to the curriculum or to the manner of providing education for your child. Where practicable, we will give you notice of any planned 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. If you wish to withdraw your child from the School before the proposed change is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3.1 or Clause 5.1 above.
- 8.7 Your child's progress and needs at the School. We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any serious concerns about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments. Please note that any additional

support required in connection with your child's special educational needs may carry a Specified Charge.

8.8 Religious observance and relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies.

8.9 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.

9. The Parents' Obligations

9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation.

9.2 Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:

9.2.1 maintaining a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);

9.2.2 complying with the Parent Code of Conduct and any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;

9.2.3 encouraging your child in his or her studies, giving appropriate support at home, and ensuring your child attends school in accordance with our Attendance Policy;

9.2.4 keeping the School up-to-date and informed about matters which affect or may affect your child;

9.2.5 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 any of them, are not withheld and are shared in a timely and transparent manner;

9.2.6 engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of the Services; and

9.2.7 attending meetings and keeping in touch with the School where your child's interests so require.

9.3 You must notify us of your child's health/medical conditions or special educational needs. **It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child and attend a medical examination after School if requested.** You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has at the time of joining the School or which

subsequently changes or develops after joining the School, whether underlying, long-term, or short-term, including any infections or injuries. You must also provide us, whether upon further request by the School or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the School in relation to 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 14.1.2 below.**

- 9.4 Circumstances where we may require you to keep your child away from School. The School reserves the right to require your child to remain away from School in the following circumstances:
- 9.4.1 due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the School reasonably concludes that your child does or may pose a risk of harm to themselves or others). We may provide Education Services to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate. For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate; and/or
 - 9.4.2 where a potential ground for required removal or exclusion is being investigated by the School and this relates to the conduct of your child or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep your child away from School would be a neutral act during the investigation procedure. (Alternatively, your child may be placed under a special regime if they remain on School premises); and/or
 - 9.4.3 in accordance with Clause 4.9.1.
- 9.5 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 for your child, including for their education or welfare, and provide on reasonable request from the School such further information as may be reasonably required by the School to understand the basis for and scope of such arrangements.
- 9.6 You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. 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 relation to your child's attendance at the School and/or the School's provision of education to your child. In any such circumstances you must promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s), having obtained the permission of the court if necessary.
- 9.7 We require you to nominate two 'responsible adults' for us to contact in your absence. Where we notify you that this is a requirement, you must complete and submit to the School a parental absence form for your child. This form will nominate two 'responsible adults' for your child who, amongst other things, can be contacted if the School is not able to contact you and who can look after your child in your absence. 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 three (3) consecutive school days then you must also inform the School immediately in writing 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.
- 9.7a If your child's visa is sponsored by the School as a *Child Student* or parents who live overseas, it is a requirement that you complete a guardianship form and have a UK based guardian.
- 9.8 Receiving information from you and sharing information with you. The School is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are

concerned. Accordingly, except under Clause 9.9 below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:

9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

9.8.2 any communication from the School to one of you as having been given to both of you.

Please note that any person who has parental responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment. The School will therefore disclose such information as a matter of routine to each such person 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 data protection law).

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

9.9 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 (ie, under any of Clauses 3.1, 4.6, 4.10, 5.1 or 5.2) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School is entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).

9.10 You must notify us of your child's absence from School. The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by contacting absences@bloxhamschool.com and the Housemaster/Housemistress. Wherever possible the School's prior consent should be sought for absence from the School.

9.11 Raising concerns with the School and making formal complaints. If you have cause for concern about your child's safety, care, discipline or progress you must inform the School as soon as possible. Complaints should be made in accordance with the Complaints Procedure.

10. Insurance

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. Your child is included in an obligatory personal accident insurance scheme the charge for which is included in the Fees.

11. How we may use Personal Information; References; and Data Protection

11.1 References 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 or to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given about him/her 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.

11.2 You are required to update us of changes to information held, or circumstances relating to, you and/or your child. You must:

11.2.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and

11.2.2 inform the School of any change to your 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 you or your child that has previously been notified to the School, including relevant contact details.

11.3 Data Protection Law. The School will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (each as amended or superseded) and other related legislation. We will process such personal data:

11.3.1 as set out in this Clause 11, and in the School's 'Privacy Notice' which is available on the School's website, as may be amended from time to time;

11.3.2 to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement;

11.3.3 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 will recognise any intellectual property rights created, generated or owned by or vested in your child.

13. Changes in Ownership, etc

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out the rights we have, and that you have, to terminate this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of year 13).*

14. Ending this Contract

14.1 Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return Fees to you and with the deposit being forfeited and retained, if:

14.1.1 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;

14.1.2 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 the Services by the School to your child (such as misrepresenting at any point in time that your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about your child's health, medical conditions, special educational needs, disability or allergies);

14.1.3 you fail or refuse to provide us at any time with information we require under Clause 4.13; or we are not satisfied with the information you have provided (if any). Instead of ending

this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;

14.1.4 your child no longer holds an immigration status which confers a right to study in the UK;

14.1.5 you (or either of you):

(a) are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;

(b) repeatedly or persistently fail to pay the Fees when they fall due for payment;

(c) are otherwise unable to pay your debts as they fall due; or

(d) are the subject of a bankruptcy petition or order, or enter into an individual voluntary arrangement; or

14.1.6 you otherwise do not comply with (i.e., you breach) your obligations under this contract (including under Clause 9) 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 Services it needs to in satisfaction of its obligations under this contract.

14.2 *Your rights to end the contract.* In addition to where you withdraw your child, you may end this contract at any time by notice in writing to the School if:

14.2.1 you have a legal right to end the contract because of something we have done wrong; or

14.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14.3 *When this contract will end if not terminated early.* For the avoidance of doubt and without you or us having to provide notice, this contract will end at the end of your child's schooling (at the end of year 13). This may be at the end of the fifth form if your child does not meet any requirements imposed by the School under Clause 8.2 for entry to the sixth form.

14.4 *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, for example your obligation to pay any outstanding Fees. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

15. Events outside of our, or your, control

15.1 *What we mean by an "event outside of our/your control".* In this Clause 15 "**event**" means any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, or terrorist attack.

15.2 *What happens if we are affected by an event outside of our control.* If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School will give you notice in writing. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event (including by providing Education Services remotely, if appropriate), the School will not be responsible for performing those obligations which are prevented or delayed by the event.

- 15.3 Events lasting more than 6 months. If the School is wholly and completely prevented from performing all of our obligations as a result of an event (and we are unable to provide Education Services remotely) for a continuous period of more than six (6) months, the School will notify you of the steps we plan to take to ensure performance of the contract after such period and you will 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.
- 15.4 What happens if your child is affected by an event outside of **your** control. Subject to Clause 4.12 (which means that you are not entitled to a refund or reduction in Fees in cases of illness or absence), if your child is wholly and completely unable to receive any of the Education Services (including remotely) due to reasons caused by an event you must give the School notice in writing and the following provisions shall apply:
- 15.4.1 in consultation and cooperation with the School you must 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;
 - 15.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 15.4.1 above, your child is not able to participate and benefit from any level of provision of Education Services by the School (whether at School or remotely) then you will 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
 - 15.4.3 if the event continues to prevent your child wholly and completely from attending the School or being able to receive any of the Education Services (whether at the School or remotely) for more than six (6) months, you or the School will be entitled to terminate the contract on written notice and without you being required to give a term's notice or to pay a term's School Fees in lieu of notice.
16. **Communications between you and the School**
- 16.1 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.**
- 16.2 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:
- 16.2.1 sent by email to the School using this email address: headmaster@bloxhamschool.com or
 - 16.2.2 delivered by hand or post to the School.
- We recommend that if you provide notice under any of Clauses 3, 4.6, 4.10, 5.1, 5.2 or 5.5 (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) you telephone the School to confirm receipt if you have not received an acknowledgement from us.**
17. **The Law that applies to this contract and where legal proceedings may be brought**
- 17.1 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.

17.2 *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. 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. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.

Promoting Positive Behaviour Policy (School Rules)

INTRODUCTION

Bloxham aims to encourage students to adopt the highest standards of behaviour, principles and moral standards and to treat all members of the school community with dignity, kindness and respect, and to uphold the ethos of the school. The 5 strands of a Bloxham education all seek to establish and uphold this ethos. The school aims to create a safe environment and believes that promoting the emotional well-being of all of our students 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 students, who are motivated to become life-long learners. The school develops qualities of team-work and leadership through its extensive programme of broader curricular activities.

Bloxham is an inclusive community. We welcome students 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 students adhere to an established routine and code of conduct. Bloxham sees education as a partnership. Our staff are committed to excellence, aiming to achieve a spirit of trust and co-operation and all staff have a role in maintaining consistent behaviour expectations, role modelling those behaviours. 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.

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

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 students to be ready to learn and to participate in school activities. This demands punctuality, bringing the right equipment & wearing the right uniform/kit. 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 students to behave at all times in a manner that reflects the best interests of the whole community, respecting the right of all to learn.

1.2 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, broader 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 they find the school responsive and open-minded.

1.3. ATTENDANCE

The school reception will telephone a day student's home on the first day of an unexplained absence and each subsequent day to make sure that your child has not suffered an accident. We aspire to maintaining our long term average of over 97% attendance and sub-95% attendance is likely to trigger contact with home .

1.4 INVOLVEMENT OF STUDENTS

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

1.5 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 are outlined in this policy. Copies of these 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.

1.6. GROUP BEHAVIOUR

Community living is at the heart of Bloxham school. Therefore, the school places emphasis upon the need for calm, dignified, respectful and considerate behaviour in large groups. Sanctions are therefore given to individuals and to groups if these standards are not upheld in places such as assemblies, Chapel, the Dining Room, queues and other times of large assembly as well as on trips.

2.1. ACADEMIC REWARDS:

A system of rewards called '**Stars**' exists to enable teachers to motivate and encourage good work and effort. Stars can be awarded to any student in the school (1st Form – 6th Form)

A star can be awarded to students for work (prep/class; written/oral; practical/artistic) which is of a noticeably good standard for that individual, there is no absolute standard. Stars are a means of recognising improvement and are earned by having made an extra effort. They might also be awarded for sporting, dramatical, musical performances, charity work or a positive contribution to the Bloxham community.

Two stars can be given where the level of improvement or the effort shown by the student is deemed significantly higher but not quite worthy of a Headmaster's star.

A star is awarded by:

- The teacher marking a star on the appropriate piece of work. Some teachers use stickers or stamps.
- Recording the award of a star to a student on iSAMS. This will automatically send an email to the student, HsM, Tutor and parents to inform them of the award.
- It is likely that the award of the star will be followed up by congratulation from the HsM and/or Tutor.

2.2 Headmaster's Stars

A Headmaster's Star is awarded for a piece of work that is outstanding for the student producing it; there is no absolute standard. It is worth 3 normal Stars. Headmaster's Stars may also be awarded for a series of outstanding pieces of work in a subject over a relatively short period of time. Outstanding effort in an Assessment Grades period may also be rewarded with a Headmaster's Star, usually for considerable improvement, at the discretion of the Tutor.

A Headmaster's star is awarded by:

- The teacher marking a Headmaster's star on the appropriate piece of work.
- The teacher recording the award of a Headmaster's star to a student on iSAMS. This will automatically send an email to the Headmaster, the Deputy Heads, the student, HsM Tutor and parents to inform them.
- The student should then take the work to the Headmaster. This must be done within a fortnight for stamping, countersigning and entry into the end of term draw. The Headmaster will normally be available in his study during Monday and Friday breaktimes or between 8.15am and 8.30am on a Wednesday morning.

At the end of term awards assembly any student that has received a validated Headmaster's star (i.e. they have seen the Headmaster) will be entered into a draw to receive a £75 voucher. Three prizes will be available each term; one prize will be available for the Lower School, one for the Middle School and one for the Upper School.

2.3 End of term celebration assembly and the "Stars cup"

At the end of each term a celebration assembly is held to reward students that have performed particularly well.

An individual score will be calculated for each student (Stars – Minus marks). In each year the student achieving the highest total will receive a book voucher. If two students have the same score the prize will go to the one receiving the fewest minus marks. If it is still a tie it will go to the students with the highest number of Headmaster's stars.

The cumulative total of individual scores will be used in the House Star Cup. This is awarded to the House with the highest total score at the end of each term. All individuals in a House will count (with a correcting factor for the number of students). Thus, a minus mark will count against both the individual and their House in this competition.

There is a separate "lower school stars cup" which is awarded to either the 1st or 2nd Form.

3.1. OTHER SCHOOL REWARDS

3.2. Houses

In Houses, as in academic lessons, we use positive reinforcement of good behaviour as a key element of our policy. 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.

Category	Achievement	Points
House	Commitment and participation to House (tutor time, duties, family groups, socials)	3
	Helpful to staff (comments from staff to tutor/HsM)	1-3
	Helpful in house	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 House event (including House Dance and House Music Competition)	3-5

House Colours and House Merits are earned gradually during a school career and are earned from the various activities listed below. The following table then outlines the levels at which the various awards are achieved, and stored on House-based spreadsheets.

House Point Scoring Categories

House Points (sport)		Merit Points (non-sport)	
Sailing	Tennis	Drama	Induction
Golf	Athletics	Music	Founderstide
Cricket	Cross Country	Debate	House Paper
Rugby	Badminton	Dance	Matron Help
Squash	Swimming	Concert	Franchise
Fives	Netball	House Day	Chapel
Hockey		Open Day	Extra help

Reward Threshold with Award, Date and Amount (Boys)

Colours

Points	Award	Earliest Awarded	How Many
18	Socks	S 4th	90%
24	Tie	M 5th	75%
75	Tie	S U6	10%

Merit

Points	Award	Earliest Awarded	How Many
24	Cufflinks	M 4 th	90%
50	Tie	S 5 th	50%
80	Shirt	S U6th	10%

75 House Points + 75 Merits	Room Naming	On Leaving	5%
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Reward Threshold with Award, Date and Amount (Girls)

Colours

Points	Award	Earliest Awarded	How Many
18	Socks	S 4th	90%
24	Scarf	L 5th	80%
75	Necklace	S U6	<10%

Merit

Points	Award	Earliest Awarded	How Many
18	Badge	M 4 th	90%
50	Earrings	S 5 th	80%
80	Shirt	S U6th	<10%

75 House Points + 75 Merits	Room Naming	On Leaving	5%
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4.1 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.
- withdrawal of privileges;
- 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 Parent Portal, and all parents and students 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 students with a disability at a disadvantage compared with students 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.

Staff are responsible in the first instance for dealing with minor infringements. The academic sanctions table (below) outlines the graduated approach to infringements in lessons and activities. Some may lead to the withdrawal of privileges. A house gate may be set by the HsM.

Persistently poor academic performance may result in the Tutor, HsM, (yellow card) Head of Year (orange) or the Head (red) requiring a student'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 lists are 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 students to learn from their mistakes as well as being a means for safeguarding all students. We therefore have a variety of support systems for students 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, vaping, 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 students who are disadvantaged by the misbehaviour of another student.

4.2. Discipline within the Classroom – some guiding principles

It is imperative that effective strategies for managing behaviour are in place and that they encourage students to act responsibly. Individual teachers take primary responsibility for the behaviour of students in their classroom and also proactively for collective discipline around the school site. All members of staff have a duty to ensure students follow the school rules.

- Minor indiscretions are likely to be dealt with informally by the classroom teacher showing displeasure.
- More serious offences will trigger appropriate sanctions.

The following principles should guide use of sanctions:

1. Sanctions should be fair, as between student and student;
2. Sanctions should be consistent (or if there is to be a change, there should be warning: “I am fed up with people not bringing their calculators to lessons and from now on if you don’t bring your calculator I shall”)
3. Sanctions should be proportional to the offence and where possible purposeful. Extra work such as vocabulary lists, lists of dates etc. might be considered more appropriate, the writing of lines is not. Does the time a sanction takes reflect the gravity of the offence?
4. Sanctions should lie within the general tariff as laid down by the school.

An automatic recourse to sanction is probably not necessary. Most of the students are cooperative, most of the time, and punishing only for cases of serious bad behaviour, repeated infringement, or deliberate non-cooperation may be all that is needed.

4.3 “Minus marks”

The stars system is primarily designed to promote positive behaviour. However, there is the availability to record a “minus mark” using a similar process on iSAMS. For example, a student who misses a prep without good reason.

Minus marks are given and recorded in the following way:

- The teacher speaks to the individual student and explains why a minus mark is being given.
- The teacher records this via iSAMS. This will automatically send an email to the student, HsM and Tutor to inform them of the sanction. Awarding a minus mark means that the classroom teacher has dealt with the issue and that the sanction has already been given. However, the HsM and Tutor will be able to use the information to gain the cumulative picture.

N.B. Punishments are, of course, **not** given for bad work, simply because it is bad, but only for work that is bad as a result of idleness.-

4.4. Guidance under the Children Act.

“There should be a system of rewards (commendations, extensions of privileges etc.) as well as sanctions. In normal circumstances children should be encouraged to behave well by the frequent expression of approval by staff and by the generous use of rewards rather than by the extensive imposition of sanctions. The latter might reasonably include: temporary removal of privileges, mild or moderate verbal reprimand, additional household chores and restrictions of leisure activities. Sanctions which are unproductive, e.g. writing out

lines, or which involve the use of educational activities, such as essay writing, should be avoided as a means of punishment”.

“The imposition of sanctions by prefects or teachers is permissible, providing that the punishments are reasonable. Sanctions administered or imposed should be recorded, stating clearly the nature of the transgression and the nature of the sanction, and be subject to monitoring by a senior member of staff who is concerned with the care of children within the school. The record should be available to parents”.

5.1 ACADEMIC SANCTIONS LIST:

Offence	Sanction	1 st escalation	2 nd escalation
Late to lesson	Reprimand or if repeated Minus & iSams report recorded	3 negative iSams events in a week = Pastoral detention	Twice in a half term = HOY detention & Tutor/HofY Card
Uniform/make up infringement	Reprimand or if repeated Minus & iSams report recorded	3 negative iSams events in a week = Pastoral detention	Twice in a half term = HOY detention & Tutor/HofY Card
Failure to bring right books/equipment	Reprimand or if repeated Minus & iSams report recorded	3 negative iSams events in a week = Pastoral detention	Twice in a half term = HOY detention & Tutor/HofY Card
Work not done/ not done satisfactorily	Catch up detention & iSams recorded	3 negative iSams events in half a term = Academic detention	Twice in half a term = Saturday Detention & HofY Card
Missing catch up detention	Academic detention & iSams recorded	3 negative iSams events in half a term = Saturday detention & HofY Card	3 in a term = DHC interview, DH Card & suitable sanction
Missing academic/pastoral detention	Saturday detention; Contact with parents	2 Saturday detentions in timeframe (SLT discretion), contact with parents and contract agreed	Escalation to the Head
Disruptive behaviour or behaviour effecting the learning of others	Department organised detention & iSams recorded	2 nd offence in half a term = Academic detention	3 rd offence in a term = DH interview, DH Card & suitable sanction
Serious misbehaviour	Academic/Saturday detention & iSams recorded	2 nd offence in a term = DH interview & Saturday detention	3 rd offence in a term = DH interview, DH Card & suitable sanction
Plagiarism including inappropriate use of AI	Academic detention & iSams recorded & report to DHC	2 nd offence in school career = Saturday detention	3 rd offence whilst at school = Headmaster interview & review of place at school
Rudeness to staff	iSams recorded. Saturday detention suspension/ expulsion	Any repeated examples to be considered by Head	
Misuse of laptops/ electronic devices	Reprimand and iSams recorded	Academic/Pastoral/Saturday detention	Saturday detention
Deliberately missing a lesson	Saturday detention; Contact with parents	Subsequent offence: suspension and communication with parents	

5.2. SANCTIONS LIST: Broader Curriculum

Offence	Sanction	1 st escalation	2 nd escalation
Late to activity	iSams report recorded	2 in a week = Pastoral detention	Thrice in a half term = HofY detention & Tutor Activity Card
Missing activity	Pastoral detention & iSams recorded	3 in half a term = Saturday detention	< 3 in a term = DHP interview, DH Card & suitable sanction
Disruptive behaviour	Academic detention & iSams recorded	2 nd offence in half a term = Saturday detention	3 rd offence in a term = DH interview, DH Card & suitable sanction
Serious misbehaviour	Saturday detention & iSams recorded	2 nd offence in a term = DH interview & Saturday detention	3 rd offence in a term = DH interview, DH Card & suitable sanction
Rudeness to staff	iSams recorded. Saturday detention or suspension. In very serious cases expulsion	Any repeated examples to be considered by Head	
Deliberately missing an activity	Saturday detention; Contact with parents	Subsequent offence: suspension and communication with parents	

5.3 SANCTIONS LIST: Houses

NB A Pastoral detention may be conducted either in House or as Tuesday 5pm Pastoral detention

IN HOUSE SANCTIONS	
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
Chewing Gum	1 st offence: pastoral detention. Subsequent offence: refer to Deputy Head Pastoral as persistent non-compliance (see below)
Uniform/makeup/hair infringement	Reprimand and correction of the infringement
Repeat Uniform/makeup/hair infringement	Pastoral detention in House; persistent infringements refer to DHP
Late to tick in	Pastoral detention in House
Failure to register	Pastoral detention in House
Low level misbehaviour	Pastoral detention in House
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 and/or confiscation If fake or secondary phone or additional device is handed in:
1 st – 5 th Form, 1 mobile phone and 1 school provided laptop only permitted in school. Any additional devices are not permitted. An exception for full boarders to be agreed with HsMs	1 st offence: pastoral detention 2 nd offence: Saturday detention
Lying to staff on duty/HsM about additional device	1 st offence: Saturday detention 2 nd offence: Refer to Deputy Head Pastoral
Sharing of school Wi-Fi password (personal to each full boarder)	
Non full boarders use of a boarders' Wi-Fi password	1 st offence: Saturday detention 2 nd offence: Refer to Deputy Head Pastoral
Circumnavigating the school system for inappropriate use	
Missing school meals	Meal card
Inappropriate physical contact (PDA)	After warning House gate or Pastoral detention
Smoking/vaping (and 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/equipment etc	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

5.4 SANCTIONS LIST. Serious breaches of whole School Regulations

SCHOOL	
Offence	Sanction
Smoking (including vaping), snus Bringing into school tobacco, vape pens etc for personal use or use by others, will be disciplined at the 2 nd offence stage	1 st offence: Deputy Head detention (Saturday), health education and a communication to parents 2 nd offence: Saturday detention and compulsory health education and a communication to parents 3 rd offence: suspension and a communication to parents

Vaping is likely to trigger a drugs test and subsequently random drugs testing.	Smoking/vaping in or near a building is antisocial & a serious safety concern and means 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. 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 student's school career. Supplying drugs will result in immediate exclusion. 2 nd offence: Exclusion
Alcohol (circumstances often vary and therefore the discipline responses may vary in response to individual circumstances)	1 st offence of drinking alcohol (non-spirits): Saturday detention or suspension and a communication with parents and alcohol dangers education. 2 nd offence (non-spirits) or supplying others: probably suspension or exclusion and alcohol dangers education 3 rd offence: exclusion 1 st offence of drinking or supplying alcohol (spirits): suspension and a communication with parents & alcohol dangers education 2 nd offence (spirits) probable exclusion
Unpleasantness to others/Bullying. This encompasses any hazing/initiation rites which will be regarded as serious bullying and will therefore probably trigger at least a suspension	In very significant and serious cases a student may be excluded for a first offence. Otherwise: 1 st offence: Saturday detention, a communication with parents and anti-bullying education 2 nd offence or 1 st offence of serious bullying or persistent "low level" bullying: suspension, anti-bullying education and a communication to parents. Subsequent bullying: probable exclusion
Cyberbullying	Sanctions are as above for unpleasantness to others/bullying and will also include confiscation of devices/access as appropriate
Inappropriate use of/posting on social media NB Most responses to misuse of social media in any form, will include confiscation	In very significant and serious cases a student may be excluded for a first offence. Otherwise: 1 st offence: Saturday detention, a communication with parents and anti-bullying education 2 nd offence or 1 st offence if deemed to be malicious use: suspension, anti-bullying education and a communication to parents. Subsequent offence: probable exclusion
Rudeness to staff or other adults	In serious cases a student may be suspended or excluded for a first offence. Otherwise: 1 st offence: Saturday detention, and a communication with parents 2 nd offence: suspension, communication to parents. Subsequent offence: probable exclusion. Malicious accusations against staff have a separate tariff
Loud, undignified, disrespectful or inconsiderate group behaviour	1 st offence: Saturday detention 2 nd offence: Suspension 3 rd offence: Possible exclusion
Theft	1 st offence: suspension and communication with parents Subsequent offence: probable exclusion

Fighting or Violent Conduct	In very significant and serious cases a student may be excluded for a first offence. Otherwise: 1 st offence: Saturday detention, a communication with parents and anti-bullying education 2 nd offence or 1 st offence of serious fighting: suspension, anti-bullying education; Communication to parents. Subsequent fighting: probable exclusion
Vandalism	In very significant and serious cases a student may be excluded for a first offence. Otherwise: 1 st offence: Saturday detention; Communication with parents 2 nd offence or 1 st offence of serious vandalism: suspension, and a communication with parents. Subsequent vandalism: probable exclusion
Breaking School Bounds	1 st offence: Saturday detention and/or Week House gate depending on circumstances and communication with parents 2 nd offence: Suspension or Saturday Detention Subsequent offence: exclusion or suspension
Careless crossing of the road	1 st Offence: A suitable detention, often a Saturday 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 of regulations after repeated warning	1 st offence: A suitable detention. Subsequent offences: a graded escalation of sanction to reflect both the persistence & nature of the offence.
Sexual activity between students	1 st Offence: probable exclusion
Sexual violence (as defined in the <i>Sexual Offences Act 2003</i>) and reproduced in " <i>Sexual violence and sexual harassment between children in schools and colleges</i> " (2021) paragraph 15	Any allegation will be passed to the police and social care as outlined in " <i>Sexual violence and sexual harassment between children in schools and colleges</i> " (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. 1 st Offence: probable exclusion
Sexual harassment (as defined in " <i>Sexual violence and sexual harassment between children in schools and colleges</i> " (2021) paragraph 16)	Any case will be considered in relation to its position on the continuum of sexual harassment described in " <i>Sexual violence & sexual harassment between children in schools/colleges</i> " (2021) Some cases may lead to immediate expulsion. Otherwise, likely responses are: 1 st offence: Either Saturday detention & communication with parents, OR Suspension and communication with parents. 2 nd offence: Exclusion
Viewing pornography	Responses are tailored to the particular needs of any incident, with reference to the Viewing pornography section of the Sex and Relationships Education Policy.
Malicious accusation against staff	1 st offence: probable exclusion
Malicious accusation against students	A first offence may lead to exclusion. The circumstances and context of the accusation will be considered & other sanctions – suspension or Saturday detention, may be used

Acts of discrimination	<p>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</p> <p>1st offence: Saturday detention, and a communication with parents and anti-discrimination education</p> <p>2nd offence: Suspension</p> <p>Subsequent offence: probable exclusion</p>
Being untruthful	<p>Responses to a failure to tell the truth will vary according to circumstances. However, failing to tell the truth to a teacher could trigger immediate expulsion if the Head cannot be assured that student(s) can be kept safe as a result of untruthfulness. Otherwise, the usual sanctions are:</p> <p>1st offence: Saturday Detention; Communication with parents</p> <p>2nd offence: Suspension</p> <p>Subsequent offence: probable exclusion</p>

6.1. FURTHER GUIDANCE

- The School remains alert to the possibility of child-on-child abuse, being especially aware of the increased dangers of such matters within a boarding environment. Many of the sanctions listed within this policy deal directly with the consequences of any such action.
- The Alcohol, drugs and smoking policies state that any student 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 student who has committed any of those offences.
- All confiscated items should be given to the Housemaster/mistress and be logged/recorded on confiscation and return of item.
- In Houses punishments should be discussed & authorised by the Housemaster/mistress
- All other punishments should be discussed with the Deputy Head pastoral.
- All punishments should be recorded in the House diary and on iSams.
- A House gating requires the student to be confined to school at all times other than when they have School commitments i.e. lessons, games, meal times. Students cannot go to other boarding houses or the Co op/ post office or evening social. Students will be required to sign in with House staff at additional times beyond the normal registrations.
- A School gating requires the student 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 student being excluded from the school.

- If a student is excluded from Bloxham School then the Head will take reasonable steps to help parents/guardians in the transition of the student to a new place of education.

6.2. 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 student 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 para 16).

6.3 PHYSICAL CHASTISEMENT

Physical chastisement, also called Corporal punishment, is illegal.

Physical chastisement is not to be used under any circumstances at Bloxham School.

6.4 BREACHES OF DISCIPLINE OUTSIDE THE SCHOOL GROUNDS:

The school takes the conduct of its students outside of school grounds extremely seriously. A student's misbehaviour outside of school can be damaging to the reputation of both the student and the school. Where an incident is reported to the school of a student'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 student 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.

6.5 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 headmaster 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.

6.6 USE OF REASONABLE FORCE:

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

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

"Prejudicing the maintenance of good order and discipline at the school, and among any students 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 has authorised to have control or charge of students"

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 student 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 student 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 student's behaviour.

6.7 SEARCHING A STUDENT

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 student 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 in the presence of a second adult. If the student refuses parents can be contacted and discipline proceeding could ensue in line with the action when a student goes missing policy. If a parent is unavailable, the HsM will act as loco parentis.

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

6.8 SEACHING A ROOM/PROPERTY

Our Search policy is in accord with Section 550ZA-550ZD of the 1996 Education Act. Students 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, illegal or inappropriate for school – 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 student but if this is not practical or another students’ welfare is at risk a search could take place in the student’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 student 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.

6.9 RECORD KEEPING

Records of matters relating to Behavioural Management are kept in House and School. Houses maintain records of House Sanctions and rewards, and student 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 student 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.

6.10 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 the school.

6.11 RELEVANT GUIDANCE AND LEGISLATION

Behaviour and Discipline in Schools (2014, updated January 2016)

ISI Handbook for the Inspection of Schools: The Regulatory Requirements & Commentary on the Regulatory Requirements (March 2023)

National Minimum Standards (Sept 2022)

KCSIE (Sept 2024)