Hazrat Khadijatul Kubra Girls School

Parent contract

Independent Islamic Day School for Girls



HKKGS 6-1-2025

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IMPORTANT – when you complete, sign and submit this Acceptance Form and pay the deposit, you and the School enter into a legally binding contract, upon the School's terms and conditions. If you subsequently change your mind and decide to withdraw your child before he or she takes up their place, you may lose your deposit and be responsible for paying us fees in lieu of notice – see Clause 3 of the terms and conditions for more information about this.

A. Schedule of Fees

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

Registration Fees: There is a £50, non-refundable, Registration Fee to register your interest in a place at Hazrat Khadijatul Kubra Girls School. A bursary application, assessments and entry interviews are only available to those who have registered their child.

Deposit and Acceptance Fee: The Acceptance Fee of £450 is payable upon acceptance of a place.

The Acceptance Fee includes a refundable deposit of £400.

An offer of a place may be made by Hazrat Khadijatul Kubra Girls School that is conditional upon the pupil meeting set conditions related to attendance and punctuality, academic progress and behaviour standards.

Examination Charges: Charges are levied for GCSE and other external examinations. The charges vary, with the costs and are invoiced by December.

Fees are reviewed annually and are subject to increase.

Refunds or waiver of fees

Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund, fees will not be refunded or waived if:

The pupil is absent through illness; or

- 1. A term is shortened, or a vacation extended; or
- 2. The pupil is released home before the normal end of the school day; or
- 3. The school is temporarily closed due, for example, to adverse weather conditions; or
- 4. For any other reasonable reason.

Late Payments

Parents are sent regular reminder of fee due dates via iSAMS parent app.

If the monthly payment is not made on the 15th and termly payments are not made before the start of the term, parents will be notified by text /or letter to bring their account up to date within 5 days and a £50 administrative charge. If fees remain unpaid, parents will be issued with an additional £50 and a fixed term exclusion will follow if accounts are not up to date within 3 days.

If a pupil is excluded for a period of 28 days, they will be deemed withdrawn without notice and a term's fees in lieu of notice will be payable immediately by the parents.

The parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the school in the recovery of any unpaid fees regardless of the value of the school's claim.

For more details, please see our fees policy published on the parent portal.

Bursaries and scholarships

A. Bursaries

Financial assistance from the Bursary Fund is given on an individual student basis at the school's discretion to students who face financial barriers to participation. It is a limited fund administered by the board of trustees.

Bursary awards are subject to repeat testing of parental means each year and may change depending on parental circumstances. Awards are based on different factors and will depend on individual parents/carers' financial circumstances (e.g. their savings, investments and assets, as well as their income, the size of their family, other dependents and like factors), compassionate or other considerations.

The financial support is reviewed at least twice in an academic year to allow for any unexpected change in financial and personal circumstances.

The payment of a bursary is subject to the student meeting expectations of punctuality, attendance, academic progress, and attitude to learning. The bursary may be withdrawn if these are not met.

The school grants a Bursary to a student on the understanding that it is a debt of honour. Meaning, that recipient will do their utmost to repay that debt sometime in the future and give another young person the opportunity to have a Bursary place at Hazrat Khadijatul Kubra Girls School.

It is important that applications for Bursary assistance are made as early as possible, before the start of the academic year or at time of application for new students.

In the interest of accountability, a family must re-apply annually for Bursary assistance, within the time lines specified, and re-submit the most current financial documentation so that their eligibility for a Bursary can be reviewed.

Confidentiality

There an obligation of strict confidentiality on both the recipient family, the school leadership and trustees.

Application Process

The applicant must provide a complete financial documentation (photocopies of original paperwork are acceptable) in support of their application, or renewal of Bursary before it can be processed. This will include:

- Copies of the past two year's income (payslips/P60/P45);
- A Statutory Declaration from the applicant's parents attesting to their financial position(s).

B. Academic Scholarships

There are limited Academic Scholarships awarded on the basis of academic merit. The scholarships can range from remission of 10-50% of tuition fees for each year of the scholarship and depend on scholarship funds available.

The scholarship holder must demonstrate a high level of commitment to their studies, be positively involved within the school and maintain high levels of attainment.

There is a £30 non-refundable scholarship application fee per child.

Scholarship examinations will be held at HKKGS on a set date, with no chance of rescheduling.

2025-2026 Fees

| | Fees | VAT | Fees + VAT |
|---------|----------|--------|------------|
| Annual | £3,100 | £620 | £3,720 |
| Termly | £1,033.3 | £206.7 | £1,240 |
| Monthly | £310 | £62 | £372 |

2025-2026 Sibling Fees

| | Fees | VAT | Fees + VAT |
|---------|--------|--------|------------|
| Annual | £2,800 | £560 | £3,360 |
| Termly | £933.3 | £186.7 | £1,120 |
| Monthly | £280 | £56 | £336 |

B. Terms and conditions

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

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

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

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

1. Definitions

(a) Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out

below and when used in these terms and conditions they shall have the meaning given to them here. Please take note of them.

- "Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;
- "child" means a child of whatever age admitted by the School to be educated;
- "Complaints Procedure" means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School at any time upon request;
- "contract" has the meaning given in Clause 1(c) below;
- "deposit" means the amount set out and referred to as the deposit in the Acceptance Form, as set out in the Schedule of Fees above;
- "fees" means the termly fees set out in the Schedule of Fees;
- "Head" means the person appointed by the trustees from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;
- "Schedule of Fees" means the published note of the School's fees notified to you from time to time and a copy of which is included within the Parent Contract (Section A above) and remains available on the School's website, as well as from the bursary at any time upon request;

• "School Rules" means the body of rules and policies of the School which set out our expectations concerning conduct and behaviour, as may be amended from time to time for legal, safety or other substantive reasons, or to assist the proper administration of the school. A copy of the documents comprising the rules are available on the school's website and from

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

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

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

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

- (b) Who we are. We are Hazrat Khadijatul Kubra Girls School, a charity registered in England and Wales. Our registered office is at 18 Dixon Road, Small Heath, Birmingham, B100BP and our charity registration number is 1120498,
- (c) Our contract with you. Hazrat Khadijatul Kubra Girls School, Parent Contract is made up of the Acceptance Form, the Schedule of Fees, the School Rules, the Fees in Advance (FIA) Terms and Conditions and these Terms and Conditions (as in each case may be varied from time to time) form the terms of an agreement (the "contract") between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

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

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

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

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

- (a) The period of notice we require. If you wish to withdraw your acceptance of a place AFTER submitting the Acceptance Form and paying the deposit but BEFORE your child starts at the School you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start. This means that if, for example, your child is due to start at the School in September at the start of an academic year then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term (i.e., the final term of the previous academic year).
- (b) If we receive that period of notice. If you provide that period of notice, you will lose the deposit (subject to repayment under Clause
- 2(b) above if the resulting vacancy is filled by the School) but no further fees will be payable. This means that the School will retain the deposit and not refund it to you unless and until the vacancy created by the withdrawal of your child has been filled (and, if it is to be refunded, then an amount will be deducted from the deposit to cover the School's costs in administering your dealings with the School or a reasonable estimate of those costs). In any event, in such circumstances you are not required to pay any further fees or other amounts to the School.
- (c) If we do not receive that period of notice. If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees shall be payable by you and shall become due and owing to the School

as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School shall credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

4. School Fees, Supplemental Charges and Payment

- (a) What the fees include. All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials shall be met by the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).
- (b) What the fees do not include. supplemental charges. We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as supplemental charges or Extras. By way of example, exercises books, stationery, calculators, any extra- curricular activities and non-curriculum trips in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination charges shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.
- (c) Who is responsible for ensuring payment. Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own. Each of you remains liable to the School for all of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice what this means is that if fees or supplemental charges have not been paid to the School then, in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.
- (d) How can one person remove him/herself from their payment responsibility. A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form. Separately, the School may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.
- (e) How bursary and scholarship awards are treated. If your child has been awarded a bursary/scholarship, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.

Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you.

(f) How the fees are charged and payment requirements. The annual fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term. Each Term's fees fall due for payment before the start of term. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4(c) above). The fees must be paid in full either by standing order, by direct bank transfer, card, cheque or cash before the start of the term to which the invoice relates. We may not allow your child to attend the School if you do not pay on time.

The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the School does agree to do this in relation to any term's fees then the School and those responsible for paying those fees will agree separately in writing the amount of each term's fees that is to be deferred and the anticipated schedule of instalments by which the deferred amount is to be paid. In such circumstances, the agreed amount for each term is to be paid by standing order in not more than four (4) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed ten (10) months (beginning with the date of the relevant invoice). The School shall issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which shall be evidence of the separate agreement for the payment of that term's fees.

(g) Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the next term. All such supplemental charges will be collected in full either, by cheque, cash, card or direct bank transfer before the start of the following term.

PLEASE READ THIS NEXT SECTION CAREFULLY- it sets out what rights we have, and what action the School may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- (h) Non-payment of fees: refusal to attend school. We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
- (i) Non-payment of supplemental charges: refusal to participate in the relevant activity. We reserve the right to refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- (j) We do not charge interest if you pay late. We may charge administrative fee for the cost of processing and following up of unpaid and late payments.
- (k) We can recover our costs for recovering late or non-payments. Unless we expressly agree otherwise in writing with you, you will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour).

(I) We can notify other educational institutions of your outstanding payments. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

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

m) Our ability to increase the fees. We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect.

This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) below.

- (n) Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of such periods spent at home.
- (o) Information on your identity and the source of funds. From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
- (i) your identity and/or place of residence;
- (ii) your child's identity;
- (iii) your child's right to enter, live and study in the United Kingdom; and
- (iv) the source of funds you are using to pay the fees.

You must provide the School with the information and documentation we ask for.

- (p) Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. For example, the School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.
- (q) How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (such that you have made a capital payment in respect of all or part of the fees due under this contract) the School will

administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. For the avoidance of doubt, the School shall provide a termly statement of

account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this contract.

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

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

5. Notice Requirements

- (a) Notice to withdraw your child from the School. If you wish to withdraw your child from the School (other than at the normal leaving date which is at the end of Year 11), you shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. This means that if, for example, you wish to withdraw your child with effect from the start of the first term (i.e., at the start of an academic year) then you would need to tell us in **writing** that you wish to withdraw your child on or before the first day of the preceding summer term (i.e., the final term of the preceding academic year).
- (b) When the relevant amount in lieu of notice must be paid. In cases under 5(a) the appropriate sum of fees in lieu of notice will become payable by you upon demand as a debt.
- (c) Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a term's notice to that effect or shall pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.
- (d) Withdrawal part-way through a term does not reduce the amount you owe to the School. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

6. School Rule

(a) Your child must comply with the School Rules. It is a condition of remaining at the School that you and your child comply with the School Rules. The School Rules also includes all rules and requirements set out in the School policies. A summary of the School regulations are included within this Parent Contract and the acceptance of a place at the School represents an acceptance of the School rules. The School rules are also available to view on the School website. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue from time to time (if not already included within the School Rules).

- (b) Monitoring your child's use of school IT equipment and services. The School may, subject to applicable data protection legislation, monitor your child's email and messaging communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules or in connection with the School's legal duties and responsibilities. Any devices which connect to the school network is monitored. No personal devices are to be connected to the school network and WIFI.
- (c) Electrical appliances in school. All electrical equipment brought into the school should be Portable Appliance Tested (PAT tested) to ensure the School is meeting its obligations of providing a safe environment for all pupils. No additional electrical appliances maybe brought into the school unless with a written permission from the headteacher and with a valid PAT test or have been bought in the last year and be accompanied by the proof of purchase. If an additional PAT test is required, then a £5 charge will be added.

7. Suspension, Exclusion and Required Removal

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

forfeited meaning that the School will retain the deposit. If your child is excluded from the School fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the exclusion will be refunded. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under Clause 7(c)(ii) then fees in lieu of notice

will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.

(e) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 7 reviewed. Any such review shall be governed by the Exclusion policy and procedure.

8. The School's Obligations

- (a) The period of your child's schooling. Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling. However, the School shall not be obliged to permit your child to move from nine to ten unless satisfied that it is appropriate to do so having regard to her academic attainments and all other relevant circumstances.
- (b) Public examinations. The Head may, after consultation with a parent and pupil, decline to enter a pupil's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.
- (c) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during School hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of School staff.
- (d) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. Further information can be obtained from the School if required. You also consent to your child participating in trips and visits organized in the normal course of your child's schooling
- (e) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will if possible attempt to obtain your prior consent. However, if it is not possible to contact you, we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)). If practicable, we will share information from your child's medical file with the doctor or other medical practitioner.
- (f) Our right to make changes at the School. Our website and promotional material describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)).

- (g) We will give you notice of significant changes. We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required notice of withdrawal to the School under Clause 5(a) above.
- (h) Monitoring your child's progress at the School. We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- (i) Religious observance. Religious observance at the School shall be conducted in accordance with the School Rules.

9. The Parents' Obligations

- (a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) Examples of the co-operation and assistance we require. You shall co-operate with the School and School staff in good faith, and including in particular by:
- (i) maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);
- (ii) encouraging your child in her studies, giving appropriate support at home and ensuring regular attendance;
- (iii) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
- (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
- (v) providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and
- (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- (c) You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You must inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.a.iv below.
- (d) Circumstances where we may require you to keep your child away from School. If the School so

requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

- (e) You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed in relation to your child, including in relation to their education or welfare.
- (f) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).
- (g) We require you to nominate an "education guardian" if you are resident outside the United Kingdom. It is a condition of your child's joining the School that, if you are resident outside the UK, you must appoint an "education guardian" for your child in the United Kingdom who has been given legal authority to act on your behalf in all respects and to whom the School can apply for consent to be given on your behalf when necessary. The School can accept no responsibility during exeats (permitted periods of time away from school), half term or the holidays for pupils whose parents are resident abroad and therefore the "education guardian" should be able to look after your child in your absence.
- (h) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(i) below, you (and each of you) accept that the School is entitled to treat:
- i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- (ii) any communication from the School to one of you as having been given to both of you.

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

(i) We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 3(a), 4(c)(iii), 5(a), 5(b), or 5(d) must be in writing and signed by either each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders

of parental responsibility for the child have signed such notice) or the same signatories as signed the Acceptance Form that forms part of this Parent Contract.

- (j) You must notify us of your child's absence from School. The school office must be informed of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (k) Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than twenty four (24) hours then you must inform the School in advance and in writing (which in this instance includes by e-mail) and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- (I) Raising concerns with the School and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website, the parent portal and app and is otherwise available from the School at any time upon request.

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

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

11. How we may use Personal Information: References,

Confidentiality and Data Protection

- (a) We may provide a reference for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and video recordings, both whilst your child is at the School and after he or she has left, for the purposes of:

- (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
- (ii) promoting the School to prospective pupils/parents;
- (iii) publicising the School's activities; and
- (iv) communicating with the school community and the body of former pupils.

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

- (c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
- (ii) inform the School of any change to you or your child's circumstances, or to information about (or relating to) you or your child that has previously been notified to the School, including relevant
- (d) We will send information (e.g. school reports) about your child to both of you as a matter of course. You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 (as amended or superseded)).
- (f) Data Protection Law. The School will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:
- (ii) as set out in this Clause 11, [and in the School's 'Data Protection Notice' which is available [on the School's website] as may be amended from time to time];
- (iii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- (iv) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

12. Intellectual Property Rights

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

13. Changes in Ownership

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

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

14. Cancellation of this Contract

- (a) Our rights to end the contract. The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
- (i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- (ii) your child is excluded from the School;
- (iii) you are required to remove your child from the School, including circumstances where you (as opposed to your child) act in such a way as to give the Head cause to require you to remove your child from the School under Clause 7(c)(i) of this contract;
- (iv) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);
- (v) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
- (vi) you (or either of you):
- (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
- (b) are otherwise unable to pay your debts as they fall due;
- (c) are the subject of a bankruptcy petition or order; or
- (d) you enter into an individual voluntary arrangement; or
- (vii) you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
- (b) Your rights to end the contract. You may end this contract at any time by notice in writing to the School if:

- (i) you have a legal right to end the contract because of something we have done wrong; or
- (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) When this contract will end if not terminated early. For the avoidance of doubt, this contract shall end at the end of your child's schooling which may be at the end of the Second Form of Fifth Form if your child does not meet any requirements imposed under Clause 8(a) for entry to the next stage of their secondary school education.
- (d) Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

15. Events outside of our, or your, control

- (a) What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to these as an "event".
- (b) What happens if we are affected by an event outside of our control. If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) Circumstances in which we may refund fees to you. If the School is wholly unable to perform its obligations under this contract for one of the reasons listed in the appendix to the Schedule of Fees for a continuous period of more than fourteen (14) consecutive days, you shall not be required to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:
- (i) have already been paid, then you will be refunded such proportion of the fees; or
- (ii) have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be required to pay such proportion of the fees.
- If (ii) above applies, then the balance of the fees for the term affected shall be paid by you to the School on the date when the School resumes performance of its obligations under this contract.
- (d) Events lasting more than 6 months. If the School is wholly and completely prevented from performing all of its obligations as a result of an event and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then,

following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

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

16. Communications between you and the School

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

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

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

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

18. Changes to these Terms and Conditions

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

C. School Rules

Our Positive behaviour and Attendance policies can be found on the school website and the parent portal. A summary of the policy and School Rules are detailed in the admissions booklet and induction packs for parents and students.

https://hkkg.bham.sch.uk/policies

Attendance and absence

As a parent/carer of a child of statutory school age, you have a legal responsibility to ensure full time education suitable for your child.

Students who are persistently absent (90% attendance, 19 days of missed learning) have **lower GCSE grades** and worse **academic outcomes**, are more likely to be **unemployed** and more likely to struggle with **mental health problems**.

If you are unsure if your daughter is too ill to attend school, please read the following **NHS advice:** <u>Is my child too ill for school?</u>

If you have any concerns regarding your child's attendance, please get in touch with the school for support. The parent portal and school website have useful information on how to support your child to attend school.

Parents

- Parents are responsible for ensuring that their daughter attends school regularly & punctually.
- If your daughter is prevented for any reason from attending school, parent should notify the school by 9 am the latest, on the first day of absence by telephone (0121 773 7496).
- Parents must try to keep all medical or dental appointments for pupils outside school hours. If
 pupils need to leave school during the day to attend medical appointments, they must bring with
 them a medical appointment letter before the appointment day. They must be collected by an
 authorised person and must sign out. Where this is not possible, parents/carers MUST contact the
 school when pupils arrive home safely. Prior permission from the head teacher will be required
 before pupil can leave school without parental supervision.
- The school may, at its discretion exclude any pupil for **persistent** irregular attendance or lateness.

Extended Leave

The law states that families do not have the right to take children out of school during term time.

As of August 2024, new stricter government guidance are in place. This includes removal of the holiday code of absence. We would like to remind all parents, especially parents in years 10 and 11 that **holiday requests**, including **Umrah** requests during term time, will **not be authorised**.

Leave for umrah will only be considered in Ramadan and only once during pupil's time in school.

A maximum period of 3 weeks leave will be granted for Hajj. This leave is given only once during their secondary phase. For such leave a period of six-week notice is required.

For all absences, pupils are expected to catch up on missed work.

Where school is not informed of any extended leave undertaken, pupils may be removed from school roll.

A **Leave request Form** must be completed via the parent portal. Parents may be asked to speak to the senior leadership to discuss the reasons for absence before a decision is made. Application must be made well in advance and before any travel arrangements are made.

Should pupils not return to school after this period, they may be removed from school roll, unless the pupil is unwell on return, for which a medical note from a GP will be required. If there have been airline errors which cause a delay for return, official documentation will be required, e.g a letter from the airline.

Punctuality

We believe that teaching students, the vital skill of reliability is important for them to achieve their full potential in school but also to support them for the wider world where punctuality is very important for employers and further education settings.

Department for Education data show that students who arrive **late** in the mornings have **lower GCSE grades** than those who attend on time. If in a school year, your child is late 5 minutes every day, she would have missed 3 days or 19 lessons.

It is imperative that parents encourage students to attend school on time.

The school induction pack, website and parent portal have useful attendance guidance and support for parents and children.

Procedures for absence

By law, a school has to take a register of all pupils first thing in the morning and during the afternoon. If your child attends after 8.40, she will be marked as late. If she arrives after the register has closed (9 am) without a satisfactory reason, this will be classified as unauthorised absence (U code). However, if you do think you are going to be late, please do not keep your child off school for the rest of the day. Being late and in school is better than being absent and missing out. If your child is late for a genuine, unavoidable reason please phone the school office.

- 1. Parents must contact the school before 9 am of the day of absence to give reason for the absence. The school may ask to see medical note or evidence if absence is sporadic or recurring.
- 2. Students with attendance rate of 92-88 % will be invited for an informal meeting with parents to discuss potential barriers to attendance and to provide support.
- 3. If absence persists, parents are invited for a formal meeting with the leadership to discuss potential referrals to services and multi-agency support.
- 4. Following support from the school, if absence persists or parents are not engaging with the support available, the school will impose fines of and possible exclusion.
- 5. Holidays and unauthorised absences will incur fines of £100, subject to change and update of policy.

Procedures for lateness

The school gates are open from 8 am onwards and we expect all students to arrive punctually.

- Parents will receive notifications via the parent app when their child arrives late.
- One incident of lateness will trigger an automatic break-time detention
- Three late instances will result in an after-school detention.
- The school has a maximum threshold of 5% lateness. This is equivalent to 10 incidents of lateness over a whole year.
- If a child reaches the 5% threshold or has a concerning cumulative lateness (minutes of lateness), parents will receive a letter of concern, invited for a meeting to agree on targets and will be fined.

Code of Conduct

The pupil planner has a code of conduct and AUA for your child to read and sign. The code has been devised with the aim of ensuring that all pupils are good citizens of the school and wider society.

Introduction

The ultimate rationale for our behaviour policy is the reinforcement of Islamic values. By caring
and co-operating we are creating an atmosphere of trust and safety. It is essential that all
students are aware of their responsibilities to each other, to their families, the school, their
community and ultimately to Allah (SWT). Furthermore, this must be framed within a rewarding
and positive environment where students are treated fairly and supported within the school.

'The best among you are the best in character.' (Bukhari)

- Providing a good learning environment is an important factor for students achieving the highest possible levels of attainment. It is important that positive standards of behaviour are promoted to all, easily understood and subscribed by students, parents and staff.
- We believe that maintaining high expectations of good behaviour is an essential contribution to
 the educational experience of the students and to their happiness and well-being while in
 school. The teachings of Islam are the guiding principles for our values and will guide our
 behaviour policy. We are a caring community, whose values are built on mutual trust and respect
 for all, modelled after the example of our beloved Prophet Muhammad (saw).
- As responsible Muslims, we believe in taking responsibility for our actions. Therefore, we aim to
 develop good character in our students helping them distinguish between right and wrong,
 hence promoting independence, self-discipline and self-esteem. We balance the needs of the
 individual pupil with the wellbeing and safety of the school community.
- The primary aim of the school is to encourage a personality which manifests the highest Islamic Akhlaaq (morals and manners) in all our students. This cannot be through a system which only enforces rules but through promoting good relationships, so that people can work together with the common purpose of helping each other to learn and help them to grow to be Muslims who are strong in their Imaan (faith) and have Taqwa (piety) and become responsible members of society.

"I have been sent as a Messenger, to perfect character" (Bukhari)

There are two underlying principles behind this policy:

- **1.** An acknowledgement that we all have rights and that with such rights, come also an understanding and protection of others' rights.
- 2. We are part of a community in which we treat others as we would wish to be treated. "none of you will truly believe until they wish for your brother that which you wish for yourself" (Bukhari).

Rewards and Sanctions

| Reward | Points | Sanctions | Points | |
|-------------------------------------|--------|---|--------|--|
| Merit | | Behaviour Points (minor) | | |
| Good Attendance | 1 | Attitude to learning/engagement and participation | -1 | |
| Well thought response to questions | 1 | Failure to follow instructions | -1 | |
| Excellent piece of work | 1 | Lateness | -1 | |
| Excellent effort | 1 | Lack of engagement and focus | -1 | |
| Engagement and participation | 1 | Incorrect uniform | -1 | |
| Salam | 1 | Equipment issue | -1 | |
| Outstanding achievement in set work | 1 | Incomplete class/homework | -1 | |
| Following instructions | 1 | Eating/drinking in class | -1 | |
| House Points | | Major misconduct | | |
| Sidq-Truthfulness | 2 | Possession of banned item | -2 | |
| Courage | 2 | Rudeness | -2 | |
| Birr and Service | 2 | Inappropriate or discriminatory language | -3 | |
| Ihsan – Kindness | 2 | Threatening behaviour | -10 | |
| Hilm and Forgiveness | 2 | Breach of the acceptable | -5 | |
| Sabr and Resilience | 2 | Damage of property | -2 | |
| Feel Good Friday Call | | Bullying | -2 | |

| Improved behaviour | 1 | Serious breach of school values or | -10 |
|-----------------------------|----|--|-------|
| | | cheating | |
| Improved efforts and | 1 | Gross Misco | nduct |
| engagement | | | |
| Personal development | 1 | Leaving school unauthorised or under false pretence | -10 |
| Award Certificates | | Possession of a mobile | -10 |
| Academic- Consistent effort | - | Vaping | -10 |
| Academic- Most Improved | - | Vandalism | -10 |
| Attendance- Bronze | 3 | Serious breach of the Acceptable Usage Agreement | -10 |
| Attendance- Silver | 5 | Discriminatory behaviour | -10 |
| Attendance- Gold | 10 | Theft | -10 |
| Reward Trips | - | Physical assault | -10 |
| Headteacher's Award | - | Unfounded and malicious allegations against staff | -10 |
| Headteachers' Letter | - | | |
| Headteacher's Token | - | | |
| Trophies | | | |
| Ramadan trophy | - | | |
| Sports trophy | - | | |
| Quran trophy | - | | |
| Artist of the year award | - | | |
| Maths trophy | - | | |
| Attendance trophy | - | | |
| Science award | - | | |
| Reading Award | - | | |
| Platinum | - | | |
| | | i | |

Reward

Gold Silver Bronze

When a pupil's behaviour meets or goes above and beyond the expected behaviour standard, staff will recognise it with positive recognition and reward. This provides an opportunity for all staff to reinforce the school's culture and ethos.

Positive reinforcements and rewards are at the heart of our work. These will be applied clearly and fairly to reinforce the routines, expectations and norms of the school's behaviour culture.

The purpose is to catch students doing things right with emphasis on positive reinforcement. Students should take responsibility of their own behaviour and it is our job to help equip them with tools and skills to not only manage their behaviour and to reflect on their progress, but to also utilise these tools in the outside world and become independent, productive and responsible citizens.

How we promote positive behaviour and effort:

- encourage practice of taught virtues
- Verbal praise for good effort, good work and good behaviour. Praise and encouragement in lessons should be used as much as possible and often.
- Explain, and importantly demonstrate, the behaviour we wish to see.
- Encourage students to be responsible for their own behaviour.
- Display outstanding pieces of work and reward exceptional behaviour and effort

Positive behaviour will be rewarded with:

- Verbal praise
- Daily merits and house points
- Communicating praise to parents via a phone call or written correspondence
- Weekly feel good Friday phone calls home
- Half-termly certificates, prizes and ceremonies/assemblies
- Positions of responsibility, such as prefect status or being in charge of projects.
- Whole class rewards, such as trips and activities.
- Headteacher's secret letters and Headteacher's award.

Sanctions

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

Minor Misconduct

- 1. Verbal Warnings and withdrawal from lesson
- 2. Detention or/and assistance with domestic tasks

Once a student has received three separate isolations, they will be issued with a detention.

3. Pastoral isolations and behaviour report

Once a student has received three detentions, they may be placed in isolation (whole day) by the HT/ Pastoral lead for a fixed period of time, between one to five days. Students may alternatively or in addition to, be placed on behaviour report for two weeks.

Repeated offences can lead to escalation, loss of privileges, withdrawal from lessons, school trips and events.

Major Misconduct

Incidents of major misconduct may result in confiscation of items, isolation or suspension, ranging from one to ten school days, at the Head teacher's discretion.

Gross Misconduct

Incidents of gross misconduct may result in permanent exclusion at the Head teacher's discretion. For more detail, please read our Behaviour Policy, which can be found on our website.

For details on the different misconducts, please review the Positive Behaviour Policy on the school website.

- Parental behaviour should at all times be in line with School policy and unreasonable or inappropriate parental behaviour may lead to a pupil being excluded from the school.
- All rewards and sanctions are recorded on iSAMS. Parents will receive daily notifications of any rewards and sanctions issued.
- Any pupil who is present whilst others are breaching the school rule will be regarded as
 associating with that particular offence and will be subject to the same disciplinary outcome
 as a pupil who has committed any of those offences.
- Minor misdemeanours are reported to the pupil's form tutor and more serious misdemeanours are reported to form tutors and the pastoral lead.

Offsite misbehaviour

The school takes the conduct of its pupils outside of school grounds extremely seriously. A pupil's misbehaviour outside of school can be damaging to the reputation of both the pupil and the school. Where an incident is reported to the school of a pupil's poor behaviour outside of the school grounds and the incident has not been witnessed by school staff, the school will take an evidence based approach and/or talk to witnesses before identifying further action and any sanctions required for such behaviour.

The school will report to the Birmingham Safeguarding Children Board and/or the police any activity which it believes may amount to a criminal activity, a possible sexual offences or a safeguarding risk which takes place either within the school grounds or outside of its grounds.

Sanctions may be applied where a pupil has misbehaved off-site when representing the school. This means misbehaviour when the pupil is:

- Taking part in any school-organised or school-related activity (e.g. school trips)
- Travelling to or from school
- Wearing school uniform
- In any other way identifiable as a pupil of our school

Sanctions may also be applied where a pupil has misbehaved off-site, at any time, whether or not the conditions above apply, if the misbehaviour:

- Could have repercussions for the orderly running of the school
- Poses a threat to another pupil
- Could adversely affect the reputation of the school

Sanctions will only be given out on school premises or elsewhere when the pupil is under the lawful control of a staff member (e.g. on a school-organised trip).

Harmful sexual behaviour (hsb)

The school is mindful of the national revelations concerning HSB in schools. The school has therefore inserted specific references to such behaviours within its sanctions section in the behaviour policy. Whilst the emphasis at our school 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 HKKGS. We recognises the potential for HSB in any educational setting and the prevalence in wider society. It also recognises that children with SEN statements are more likely to be victims of HSB and therefore any case which involved such a pupil would require the input of the school SENCO.

HKKGS adopts as its definition of Sexual Violence that given in the Sexual Offences Act (2003) reproduced in paragraph 15 of "Sexual violence and sexual harassment between children in schools as colleges" (2021). The school adopts the definition of sexual harassment given in the same document (paragraph 16).

The school will ensure that all incidents of sexual harassment and/or violence are met with a suitable response, and never ignored. Pupils are encouraged to report anything that makes them uncomfortable, no matter how 'small' they feel it might be.

The school's response will be:

- Proportionate
- Considered
- Supportive
- Decided on a case-by-case basis

The school has procedures in place to respond to any allegations or concerns regarding a child's safety or wellbeing. These include clear processes for:

- Responding to a report
- Carrying out risk assessments, where appropriate, to help determine whether to:
 - Manage the incident internally
 - o Refer to early help
 - o Refer to children's social care
 - o Report to the police

Please refer to our safeguarding policy and the 'Procedure for responding to sexual harassment' which can be found on our school website, for more information.

Physical chastisement

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

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 the Exclusion Policy rather than under the school's

Complaints Policy, and should be made in writing to the Head teacher within 5 days of the pupil's exclusion. Please see our **exclusion policy** for more details. The decision of the appeals panel will be accepted by the school as final.

Use of reasonable force:

We reserve the right for our staff to use reasonable force to control or restrain a pupil in specific circumstances.

Reasonable force covers a range of interventions that involve physical contact with pupils. All members of staff have a duty under the Education and Inspections Act 2006 to use reasonable force, in the following circumstances, to prevent a pupil from:

- Causing disorder
- Hurting themselves or others
- Damaging property
- · Committing an offence

Incidents of reasonable force must:

- Always be used as a last resort
- Be applied using the minimum amount of force and for the minimum amount of time possible
- Be used in a way that maintains the safety and dignity of all concerned
- Never be used as a form of punishment
- Be recorded and reported to parents

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

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

When considering using reasonable force, staff should, in considering the risks, carefully recognise any specific vulnerabilities of the pupil, including SEND, mental health needs or medical conditions.

Our staff are trained in the circumstances in which reasonable minimum force may be used, both as part of their induction and regular refresher training on managing pupil behaviour.

Every member of staff will inform the headteacher, personally or via the Deputy Head immediately after he/she has needed to use reasonable force.

Record keeping and monitoring

- All wellbeing concerns, rewards and misconduct, disciplinary issues are recorded on iSAMS. The pastoral lead and headteacher maintain records of reasonable force and complaints.
- Half-termly pastoral and attendance reviews take place with the pastoral lead, DSL, attendance lead and form tutors.
- Behaviour and attendance reports are shared with staff and trustees to inform policy and practice.

Dress Code

A smart and modest dress code applies and students are not allowed to wear casual wear or denim under their abayas.

| Item | Description |
|--------------------|---|
| Headscarf* | Bottle green –There should be one visible layer. No numerous layers or folds should be evident. Pupils are not permitted to wear high buns or ponytails that are visible. Pupils that wear under hats or caps should only be plain black. No accessories attached to the scarf are acceptable. Year 7 pupils will be allowed to wear a one-piece green scarf |
| Abaya/Robe* | Plain black with logo |
| Cardigan* | Black with school logo |
| Trousers | Black – Ankle length, loose fitting boot leg trousers |
| Shoes | Plain black - Boots are not permitted, however they can be worn during severe weather conditions only |
| Coat | Black/dark colours - Must be plain and loose fitted. Denim or leather jackets or items resembling either of these are not permitted. No logos are permitted. |
| | PE Kit |
| P.E Top* | Black with long sleeves with school logo |
| Hoodie* | Black (school logo is optional) |
| Scarf | Black one-piece scarf |
| Jogging bottoms | Plain black |
| Trainers | |

- Pupils are allowed to wear are a wristwatch and one pair of studs or sleeper earrings. All other types of jewellery are prohibited.
- No makeup is allowed. Any pupil wearing any kind of makeup will be asked to remove it.
- All pupils are expected to adhere to Islamic dress code, during non-uniform days and events.

Uniforms are purchased through the Mansuri website https://mansuri.co.uk/collections/hazrat-khadijatul-kubra-girls-school. Alternatively, you can visit their shop on 754-756 Stratford Rd, Birmingham, B11 4BP. Early bird discount applies.

Mobile phones

No mobile devices, including tablets and smart watches are allowed on school site at any time. Pupils who are authorised to bring in their mobile devices must hand in their devices at the start of the school day and must adhere to the school's mobile phone policy.

Confiscated items

Pupils who do not comply with the correct uniform will have their items confiscated and will not be returned before the end of the academic year.

Stationery

Each pupil is required to purchase the initial set of exercise books on the first day of every academic year. An itemised list can be found in the induction booklet and the school website.

Pupils should ensure they have at all times, all the necessary stationery equipment required. Every item should be clearly labelled.

Pupils are expected to complete all their homework on time and keep their books clean and tidy. Covering exercise books is highly recommended.

All pupils must have the following equipment at all times:

- Blue/black pen
- Pencils
- Pencil sharpener
- Pencil crayons
- Felt-tip pens
- Ruler (30cm)

- Basic geometry set Small paper scissors
- Glue stick
- Note pad (A4)
- Scientific Casio FX83GT Plus Calculator
- Dictionary and Thesaurus

D. Parent Privacy Notice

Key Information

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

Personal information is information that identifies you and relates to you. For example, information about your family circumstances, your financial information and photographs of you.

We strongly recommend reading the full version of our parent privacy notice which is published on the School's website and can be found here: http://www.hkkg.bham.sch.uk/privacy-notices. You can also obtain a copy of the full Notice by contacting the admissions officer by email at admin@hkkg.bham.sch.uk, via postal address at Admissions Officer, Hazrat Khadijatul Kubra Girls School, Small Heath, Birmingham, B10 OBP or via telephone at 0121 7737496. The full version includes additional points, such as, the rights you have in your information including what decisions you can make about your information, for how long the School retains your personal information and our legal bases for using your personal information.

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

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

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

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

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

• On occasion, we may need to share information with the police, our legal advisors and our insurers.

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

E. Pupil Privacy Notice

Important Information

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

Key Information

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

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

We encourage you to read the full version of our Pupil Privacy Notice which is published on the School's website and can be found here:

http://www.hkkg.bham.sch.uk/privacy-notices. You can also obtain a copy of the full Notice by asking your parents to contact the School or by speaking to your form tutor.

The full version includes additional points, such as:

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

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

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

- Admissions forms give us lots of personal information. We get information from you, your parents, your teachers and other pupils. Your old school also gives us information about you so that we can teach and care for you.
- Sometimes we get information from your doctors and other professionals where we need this to look after you.
- We may need to report some of your information to the government (e.g. the Department for Education). We will need to tell the local authority that you attend the School, if you leave the School or let them know if we have any concerns about your welfare.
- We will share your academic and (where fair) your behaviour records with your parents or education guardian so they can support your schooling.
- We may use photographs or videos of you for the School's website and social media sites or prospectus to show prospective pupils what we do here and to advertise the School. We may continue to use these photographs and videos after you have left the School. Sometimes we use photographs and videos for teaching purposes, for example, to record a lesson or examination.

- We publish our public exam results and other news on the website and put articles and photographs in the local news and social media platforms to tell people about what we have been doing.
- We use CCTV to make sure the School site is safe. CCTV is not used in private areas such as changing rooms.
- We will send you information to keep you up to date with what is happening at the School. For example, by sending you information about events and activities taking place (including fundraising events) and the School newsletter.
- We will keep details of your address when you leave so we can send you the newsletter and find out how you are getting on.

We may also pass your details onto the alumni lead

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

Relevant guidance and legislation

ISI Handbook for the Inspection of Schools: The Regulatory Requirements (2024)

Behaviour and Wellbeing

Behaviour in Schools

Keeping children safe in education

Curriculum

Regulation 2 Education (Independent School Standards) Regulations 2014

Attendance

Regulation 6 Education (Pupil Registration) (England) Regulations 2006

Working together to improve attendance

Admissions

Section 7 Education Act 1996

Equality Act 2010



Acceptance Form

| Child's full name: |
|---------------------|
| Date of birth: |
| Date/term of entry: |

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

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

I/We HEREBY DECLARE individually and jointly that:

- 1. **Terms and Conditions**: Before signing this form I/we have read and understood and I/we agree to the School's Terms and Conditions and. I/We have retained a copy of the Terms and Conditions with our records.
- 2. **Disabilities & Learning Difficulties**: I/We have already provided details of any learning difficulty or disability giving rise to a special educational need (for example, dyslexia, dyspraxia, ADHD, visual or hearing impairment or any condition requiring use of a wheelchair). I/We attach in confidence details of any relevant information received subsequently.
- 3. **Medical Matters**: I/We attach in confidence all relevant information about any medical condition, health problem, or allergy which affects our child and/or which may prevent our child from taking a full part in the School's academic and games/sports curriculum and outdoor activities.
- 4. **Court Orders**: I/We informed the School if I am/we are separated or divorced and if any court orders have been made in relation to my/our child or either of us (including any orders relating to financial matters). Details are enclosed on a separate sheet.
- 5. **Parental Responsibility**: I/We both have parental (legal) responsibility for my/our child; I/we agree that my/our child should attend the School and no other person's consent is required.
- 6. **Current/Previous schools**: I/We confirm that fees payable to my/our child's current and any previous schools have been paid or will be paid in full before my/our child enters the School. Except as disclosed in a confidential letter attached to this form, my/our child has not been withdrawn from or been asked to leave another school as a result of misconduct and is not under investigation and has not been convicted for any criminal offence.
- 7. **Cancellation/Withdrawal**: I/We will not cancel my/our acceptance of this place or withdraw my/our child from the School without first giving a full term's written notice or paying a term's fees in lieu of notice in accordance with the Terms and Conditions referred to above.
- 8. **Documents**: I/We confirm that before signing this form, I/we have seen or had an opportunity to see all the documents referred to in the Terms and Conditions, including the School Rules and procedures.

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

1. **Data Protection**: I/We have read and agree to the Data Protection Information Notes attached to the Terms and Conditions and I/we consent to the School (through the Head as the person responsible) obtaining, using and holding "personal data" including "sensitive personal data" such as medical information, to be processed lawfully and fairly in accordance with the Data Protection Act

1998, for the purposes of safeguarding and promoting the welfare of my/our child and ensuring that all relevant legal obligations of the School and ourselves are complied with.

- 2. **School Fees**: I/We consent to the School making enquiries of my/our child's current or previous schools for confirmation that all sums due and owing to such school/s have been paid and I/we consent to your informing any other school or educational establishment to which I/we propose sending my/our child if any fees of this School are unpaid.
- 3. **Educational Visits & Transport**: I/We consent to my/our child taking part in educational visits which do not involve an overnight stay or travel abroad and I/we consent to my/our child being transported by public transport or school transport driven in a responsible manner by an adult who is suitably qualified and insured.

I/WE ENCLOSE a cheque for £450 (£50 being the non-refundable Registration Fee and £400 being the Deposit which will be retained by the school and deducted from the final account).

Each parent to sign and print name

| Signature: | Second Signature: |
|-----------------------------|-----------------------------|
| Name in Full Title: | Name in Full Title: |
| (Please include all names): | (Please include all names): |
| Date of birth: | Date of birth: |
| Profession: | Profession: |
| Relationship to the Child: | Relationship to the Child: |
| Contact Telephone Numbers: | Contact Telephone Numbers: |
| Home: | Home: |
| Work: | Work: |
| Mobile: | Mobile: |
| Address: | Address: |
| Postcode: | Postcode: |
| Email: | Email: |

If the parents live apart, which parent does the child live with?

PLEASE NOTE: Each person with parental responsibility for the child is required to sign this Parent Contract and the School is entitled to treat any instruction, authority, request or prohibition received from one signatory as having been given on behalf of all signatories and therefore on behalf of all those with parental responsibility for the child. An exception to this is with regard to a notice of withdrawal of the child from the School - such notice must be signed by all those with parental responsibility for the child.