



## **SEPARATED PARENTS POLICY**

### **Legal framework**

This Policy takes into account:

- The Department for Education's Guidance (updated 24 August 2023) [Understanding and dealing with issues relating to parental responsibility - GOV.UK](#)
- s2 Children Act 1989
- s3(1) Children Act 1989
- s12 Children Act 1989 – Child Arrangements Order
- s33(3) Children Act 1989

### **1. Introduction**

The School recognises its community is diverse and encompasses pupils with parents who are divorced, separated or in dispute during their time at the School. The School is used to dealing with parents who are divorced, separated or in conflict and our Parent Contract and this Policy have been designed to provide a framework which respects all parties' rights and responsibilities.

The School recognises separation or divorce can raise many difficult issues for both parents and children.

Each family's situation will be different, as will the impact of separation or divorce on children. In such circumstances, the School remains impartial and neutral in all dealings with the parents. The School will always aim to act with the best interests and wellbeing of their pupils at the centre of any decision making and will take into account the views of the child where appropriate.

The School acknowledges that circumstances can make it difficult for parents to navigate changes to arrangements involving their children, including education but hopes that parents will be able to work collaboratively to mitigate the impact on their children and support their children's emotional wellbeing and academic progress. Parents must inform the School as early as possible of any changes in their family circumstances, so that the School can provide the appropriate support to pupils and minimise any disruption.

## 2. Purpose and Scope

This Policy sets out the School's approach to supporting pupils whose parents are in dispute, separated or divorced. It explains what is meant by parental responsibility and sets out the roles and responsibilities of the School in relation to its dealings with parents, including communications, obtaining parental consent for school trips and activities, continued payment of fees and sharing information which is pertinent to a child's attainment and progress.

This Policy applies to all parents of pupils at the School and must be read in conjunction with the Parent Contract/Terms and Conditions, the Acceptance Form, the Child Protection and Safeguarding Policy and the Special Educational Needs and Disabilities.

## 3. Parental Responsibility

For the purposes of this Policy a "parent" has the meaning given under Section 576 of the Education Act 1996, and this will include anyone with "parental responsibility" for the child.

The definition of parental responsibility is set out in Section 3(1) of the Children Act 1989 as: *"...all the rights, duties, powers, responsibilities and authority that a parent has in relation to the child."*

Parental responsibility, or 'PR', equates to having legal responsibility for the child and determines who has the right to be involved in and consulted on all significant decisions relating to the child including their education and medical treatment. In addition to a child's natural mother and father (where married to the mother or named on the birth certificate), it can be acquired by Court Order, being appointed a guardian, adopting a child or a formal agreement (see [here](#) for more details). If a parent has any doubts or queries about whether they do or do not have parental responsibility for their child, the parent may wish to seek legal advice.

All those with PR must sign the Acceptance Form as they are the ones who decide the school at which the child should be educated and who should be consulted by the school on all important aspects of the child's school life. Where the School believes that not all holders of PR have signed the Acceptance Form, the School will liaise with holders of PR to understand the circumstances and ensure *all* signatures are received wherever possible.

It is equally important that notices of withdrawal from the School must be signed by all holders of PR as required under the Parent Contract/Terms and conditions.

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Those who hold PR have the right to share in all significant decisions made about their child and to be treated fairly and equally by the School. This entitlement cannot be affected without a specific Court Order. Parents are encouraged to reach agreement between themselves regarding matters which affect their child. The School will at all times remain neutral in respect of disputes between parents.

#### **4. Providing information to the School**

In order to maintain accurate records, the School asks parents during the registration and admissions processes to provide certain information including the name of all those with parental responsibility, their addresses, contact details and who the child lives with.

When a pupil joins the School, we must hold up to date information on contact details, arrangements for collecting a child and emergencies.

Parents are referred to the Acceptance Form which requires confirmation of parental responsibility, who the child lives with and immediate notification to the School of any change of address or family circumstances.

The information parents provide in relation to parental responsibility will be presumed to be correct unless a Court Order or original birth certificate suggesting otherwise is provided to the School.

It remains the responsibility of parents to inform the School when there is a change in the family's circumstances.

#### **5. Compliance with Court Orders**

This section must be read in conjunction with the following information in the Parent Contract/Terms and Conditions:

- Parent responsibility for payment of fees
- The limited circumstances a parent can remove themselves from their payment responsibility
- Parent responsibility to notify the School of any Court Orders relating to their child
- The School's disclosure of information on the basis of Parental Responsibility
- Receiving information from you and sharing information with you

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Parents must notify the School of any Court Orders that relate to, or which may impact the provision of education to their child and provide the School with redacted copies of them where they are permitted to do so. If a Court Order is confidential between the parties, parents should obtain the permission of the Court as necessary, before sharing it with the School. If the School is sent an Order which is not permitted to be disclosed, the School will not review the contents or rely upon the terms within.

It is the parents' responsibility to inform the School if, at any time prior to or during a 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) child's attendance at the School (including its premises) and/or the School's provision of education to their child.

This includes any Court Order or Undertaking which relates to:

- (i) child(ren)'s living and/or contact arrangements;
- (ii) child(ren)'s education, welfare and/or upbringing; and/or
- (iii) the payment of fees and/or supplemental charges.

Upon receipt of a Court Order, the School may make adjustments to the arrangements made to reflect the arrangements set out in the Court Order but will not usually be obliged to do so. This is because Family Court Orders are made within private proceedings and the School is not a party to Court Orders. Court Orders do not normally bind or apply to the School but in any event, the School is not responsible for their enforcement or interpretation.

Where a Court requests or orders information from the School, the School will comply with this and the information supplied will be limited to what is asked, in line with the School's obligations under data protection law. The School will not provide a report or information as part of court proceedings upon request from a parent. Parents are encouraged to reach agreement between themselves regarding matters which affect their child, however in the event of an alleged breach of a Court Order or parents need clarification of the provisions contained in an Order, individuals must seek their own legal advice as it is not a matter for the School to be involved.

The School will remain neutral in communications with parents and will at all times prioritise pupils' wellbeing and welfare.

## 6. Joint Decision-Making

The School expects parents to have consulted with each other regarding significant decisions relating to their child(ren) as set out in the Acceptance Form. Other than notice to withdraw your child which will usually need to be signed by everyone with parental responsibility, the School will 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.

Parents should therefore routinely copy each other into emails sent to the School.

Parents are encouraged to reach agreement between themselves on arrangements for collecting their child from school. In the absence of a Court Order specifying such arrangements, the School acknowledges that separated parents with parental responsibility can delegate to another adult, the duty of collecting their child from school. Prior notification of the named adult collecting the child must be provided to the School before the pupil is collected.

## 7. Contact Arrangements

The School considers contact arrangements as a private family issue to be resolved between parents. The School encourages parents to reach agreement between themselves regarding matters which affect their child in the first instance or to seek legal assistance where necessary.

While the School continues to provide education and pastoral support to pupils, it is not within the remit of the School to decide whether an absent parent should have contact with the child(ren) at school.

In the absence of a Child Arrangements Order (replacing Contact Orders and Residence Orders), it is for both parents to reach agreement regarding contact arrangements in the first instance.

If the parents cannot agree, they should resolve their differences with appropriate professional advice rather than through the School.

The School will adhere to contact arrangements as specified in a Court Order or as mutually agreed between the parents provided it is considered safe and reasonable to do so. The School will treat all parents with PR equally as set out in this Policy, unless a Court Order limits a parent's ability to make educational decisions, participate in school life or receive information about their child.

In carrying out its duties, the School will always prioritise the wellbeing and welfare of the pupil.

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## 8. Payment of Fees and Changes in Family Circumstances

From time to time, the School receives queries in relation to the continued payment of fees and the availability of bursaries and/or financial assistance.

All those with parental responsibility must sign the Acceptance Form and accept the School's terms and conditions, which applies to them as individuals and jointly. By doing so, it is the parents' responsibility to pay the school fees and specified charges in the manner set out in the Parent Contract/Terms and Conditions. Parents are on notice of their individual and joint responsibility to ensure payment of all of the fees and generally this is regardless of any Court Order setting out how payment should be shared between the parents.

If fees due to the School are not paid in full or are paid late, the School will refer to the relevant terms of the Parent Contract/Terms and Conditions.

The School respectfully reminds parents that they are only permitted to remove themselves from their payment responsibility if certain conditions are met, as set out in the Parent Contract, and that unpaid fees entitles the School to, amongst other things, refuse to allow your child to attend the School or terminate the Parent Contract/Terms and Conditions.

The School awards Bursaries and financial assistance only in limited circumstances. Information about how these are awarded are available on the School's website or from the Finance Department.

## 9. Name Changes

The School will always prioritise the best interests of the pupil when considering requests for a pupil's name to be changed to reflect a change in family circumstances. Issues relating to name changes are to be resolved between parents and it is open to parents to seek the court's permission to effect a change in name, and parents can seek legal advice in this respect.

The School is legally required to use your child's name, as it appears on their birth certificate or as changed by deed poll or Court Order, for the purposes of the School's official records. In some circumstances, the School may accept the use of a "known as" name which the School will ensure is only used informally, for example on non-official documentation or databases, and when a pupil is addressed by teachers and staff. Parents and the pupil may be consulted as appropriate before a "known as" name is used by the School. The School will have discretion to make a final decision in this regard having considered the circumstances (including the views of parents and the pupil as appropriate). There may also be circumstances where an informal name change has already been adopted by the School and, in its professional judgement, it would not be in the child's best interests to revert to a different name.

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Further guidance is available here: [Understanding and dealing with issues relating to parental responsibility - GOV.UK](#)

## 10. Communication with Parents and Access to School Information

The School acknowledges that each person with parental responsibility is entitled to receive certain core information about their child including an annual written report of their child's progress and attainment in the main subject areas taught. The School will therefore disclose such information as a matter of routine to each parent unless the School is restricted from doing so by a Court Order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

The School expects parents will make every effort to communicate with each other and share information from and for the School, for the benefit of their child. As set out in the Parent Contract/Terms and Conditions, the School is generally entitled to treat any communication to, or from, one parent with parental responsibility as having been given to, or received from, all those with parental responsibility.

Typically, routine information will be sent via email or SchoolPost to all parents and/or those who have parental responsibility for whom we have up-to-date contact details. Where the School needs to contact a parent on a specific matter relating to their child, contact may be made with one or both parents as appropriate in the circumstances and this may take into account the views and best interests of the child.

The School will handle pupil data, and any requests regarding access or changes to it, in line with our privacy notices and our Data Protection Policy. Please note that in adhering to its duties under data protection law, the School may be required in certain circumstances to speak to your child, in order to seek their view on their data being shared, including with their parents.

## 11. School Trips - Providing Consent

Parent consent is not normally required for routine trips in the UK during school hours which form part of the curriculum. If parental consent is required for outings/activities, for instance where the trip takes place overnight or overseas, the School will seek consent from parents with parental responsibility. In circumstances where one parent provides their consent, the School may treat this as 'consent being given' depending on the circumstances and/or the terms of any Court Order.

Where the School requires urgent consent because a child needs emergency medical treatment, the School will try to contact one or both parents with parental responsibility. If this is not possible the School will try to contact any other named emergency contact or deal with decisions in accordance with the advice of the treating medical professional.

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## 12. School Events

The School understands that separated parents may both want to attend school events to support their child but may find it difficult to do so together, or in some cases may be prevented from doing so together by a Court Order.

Where practicable, the School will facilitate parents attending separately but the School retains ultimate discretion as to who is invited and who attends.

## 13. Useful Resources for Parents

- Making child arrangements via the family courts following separation can be stressful and entrench conflict in families. This can be stressful for children. The Ministry of Justice has an online child arrangements information tool with clear and concise information on the dispute resolution service. This may be useful for some parents and carers: [Making child arrangements if you divorce or separate: Making child arrangements - GOV.UK](#)
- Guide for separated parents: children and the family courts (CB7): [Guide for separated parents: children and the family courts \(CB7\) - GOV.UK](#)
- Supporting your children through divorce and separation: [Supporting your child through divorce and separation | Cafcass](#)