



HOLMEWOOD HOUSE SCHOOL

'Kindness, aspiration & self-belief'

PARENTAL ENGAGEMENT POLICY

Policy Holder	The Head
Date Approved	November 2025
Approval	SLT
Date for next review	November 2026

Arrangements when Parents are Divorced, Separated or Parenting Separately

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 following policies:

- Parent Contract
- Acceptance Form (and the related Terms and Conditions)
- Safeguarding Policy and Child Protection Policy
- Special Educational Needs Policy

The school recognises the potential stress and difficulty involved in divorce or separation, the impact that this can have on children and the importance to children's well-being of having in place clear arrangements for matters that in other circumstances are uncontroversial, such as communication with School, collection from School and attendance at School events.

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.

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

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 [Parental rights and responsibilities: What parental responsibility is - GOV.UK](#)). 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.

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.

ADMISSIONS

At the Registration and Acceptance stages the following are required and any offer of a place, notwithstanding any other conditions, is conditional upon satisfactory compliance with the process set out below. Failure to comply may lead to the offer of a place being withdrawn.

Registration

- The name, contact details and relationship to the child of any person with parental responsibility must be disclosed on the Registration Form.

- Parental responsibility includes responsibility for 'choosing and providing for the child's education' and those with parental responsibility are required to confirm their consent to a child attending the school irrespective of whether they are a party to the contract with the school. This consent should be evidenced by all those with parental responsibility signing the Registration and Acceptance Forms.

Accepting An Offer of a Place

- The terms and conditions require that the 'Parents' in signing the Acceptance Form, confirm that 'all holders of parental responsibility for the above-named child have signed this Acceptance Form and that no one else holds parental responsibility for him or her'. When signing the Acceptance Form, Parents agree to be bound by the Terms and Conditions, including confirming that no other person's consent is required for the child to attend the School.
- In signing the Acceptance Form, parents are required to inform the School if they are separated or divorced and if any court orders have been made in relation to their child or either of the parents (including any orders relating to financial matters). Parents are also required to inform the School if the child has a Legal Guardian (appointed under **Section 5 of the Children Act 1989** by the court or by a parent with parental responsibility or by an existing guardian) and provide the Legal Guardian's full contact details.
- In signing the Acceptance Form, Parents agree to notify the School immediately of any change of address or in family circumstances. Acceptance Form Declaration (Section 6) also requires Parents to declare that: I/We agree to inform the school immediately of any change of address or in family circumstances. If, at any time prior to or during my 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) my child's attendance at the school (including its premises) and/or the School's provision of education to my child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way:
 - (i) my child's living and/or contact arrangements
 - (ii) my child's education, welfare and/or upbringing; and/or
 - (iii) the payment of fees and/or supplemental charges.

In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them). The school will abide by the stipulations of any court order with regard to arrangements made for communication, collection, attendance at events or any other matter relating to the school's duty of care.

COURT ORDERS

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.

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 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.

The School will remain neutral in communications with parents and in carrying out its duties, will at all times prioritise pupils' wellbeing and welfare.

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 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.

PROVISION OF INFORMATION

We will send information (e.g. school reports) about your child to both of you as a matter of course. You must agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998, and from 25th May 2018, the General Data Protection regulations).

In order to have the clearest possible arrangements for the care of a child and to avoid potential conflict that may be detrimental to a child's well-being, the School requires that those with parental

responsibility agree between themselves a mutually acceptable framework for communication of relevant information, for collection arrangements, for attendance by each party at school events and any other matter that might otherwise create difficulty that may impact on a child's well-being. Such an agreement, working within the parameters of any court order, should be supplied to the Head in writing and signed by all relevant parties, at the time of signing the Acceptance Form.

The agreement between those with Parental responsibility should clarify:

- Arrangements for delivery of the child to school and collection from school and whether there are any limitations on anyone holding parental responsibility to undertake this
- Attendance at school events in which the child is participating and whether there are any limitations on those with parental responsibility in this regard
- Arrangements for receiving relevant written information concerning the child's progress, e.g. written school reports
- Arrangements for communication with regard to other matters, e.g. ill-health, pastoral matters
- Attendance at meetings, e.g. parent evenings, with regard to the child's progress
- Access to the School's website portal
- Any other matters not covered above about which those with parental responsibility have reached a mutual agreement
- Arrangements for payment of fees or charges in relation to school.

SCHOOL TRIPS - PROVIDING CONSENT

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.

CURRENT PUPILS

If a child's parents separate or divorce after the child has joined the School, the mutually acceptable framework described above should be confirmed to the Head in writing once the change in the parents' relationship status is confirmed. Parents are also required to inform the Head in writing should any other person acquire parental responsibility for their child.

While the School understands that there may be difficulty for those with parental responsibility in reaching agreement about arrangements as set out above, the School's paramount duty is to the child's well-being, to which clear arrangements for access and communication will contribute.

The School will follow arrangements agreed by those with parental responsibility, (subject to complying with the terms of any court order), and act in accordance with the School's Safeguarding and Child Protection Policy which is available to download from the School's website www.holmewoodhouse.co.uk

USEFUL RESOURCES FOR PARENTS

- 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