



King Fahad  
Academy

**KING FAHAD ACADEMY**

# **ADMISSIONS POLICY**

Reviewed: January 2021

Next Review: January 2022

Reviewed by: Director of Education

Approved by: Director General

## ***Aims and Objectives***

The Admissions Policy aims to:

- establish a clear, fair and objective admissions policy;
- explain the admissions procedure to parents

## ***Admissions Procedure***

### Step 1

Parents should contact the Admissions Office to request information about the Academy

### Step 2

Parents may request a tour of the Academy by contacting the Admissions Office

### Step 3

Parents may complete and return an Application Form – this will include details of the pupil's former school from whom a report will be sought. The documents needed with the application are: a passport copy, a visa copy (if applicable), a passport size photograph and the last 2 years of the child's school reports. Parents will be requested to pay a non-refundable registration fee of £100 before the assessment takes place. This may be paid by the Royal Embassy of Saudi Arabia; it is your responsibility of the parent to confirm this.

### Step 4

Parents will be invited to visit the Academy, receive information and undertake a tour with the Heads of School.

### Step 5

Children will be invited to attend an assessment at the Academy which involves an English and Arabic Language Assessment, a Maths assessment and an interview with a member of staff. For children coming into nursery their assessment consists of an age-appropriate, play based session with an Early Years Teacher.

### Step 6

The Heads of School will evaluate the assessment results and if necessary, will contact the child's current school requesting more information to further support the child's assessment results. Based on the results, they will respond to the parents of each child – they may offer a place; they may refuse a place or they may offer a waiting list or deferred place (pupils who are not successful in their applications may apply for the following year by submitting a new application form)

### Step 7

Parents will receive a formal offer of a place, notification of the fees payable and of the start date for the pupil. Parents will be requested to pay a deposit payment of £500 and the yearly tuition fees. This may be paid by the Royal Embassy of Saudi Arabia; it is your responsibility of the parent to confirm this. Deposit and fees must be paid in accordance with the Conditions of Enrolment.

## **Conditions of Enrolment**

*These form part of the Application for Admission and are agreed by parents when the application is signed.*

### **1. Definitions**

- (a) *In these terms and conditions the following words and phrases have the following meaning:*

**"Acceptance of a Place Form"** means Form C;

**"child"** means a child of whatever age admitted by the School to be educated;

**"deposit"** means the amount set out in Form C;

**"event"** means any event beyond either your or our reasonable control including, by way of example acts of God, war, riot, civil commotion, compliance with any law or governmental order, accident, fire, flood, storm, pandemic or epidemic, terrorist attack;

**"fees"** means the School's published termly tuition fees and include all the costs incurred in the usual course of the education by the School of your child unless otherwise notified to you by the School at any time;

**"Heads"** means the person appointed to be responsible for the day-to-day running of the upper and lower school, including anyone to whom such duties have been delegated;

**"Code of Conduct"** means the body of rules and regulations of the School 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 and includes the School's policy on behavior;

**"term"** means an academic term of the School;

**"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;

**"we"** or the **"School"** means The King Fahad Academy (company registration number 2090011 and registered charity number is 327342).

**"you"** or the **"parents"** means each person who has signed the Acceptance of a Place Form.

### **2. Agreement**

- (a) Our contract with you. *The Acceptance of a Place Form, the School's published fees list and these terms and conditions (as in each case may be varied from time to time) form the terms of a legally binding agreement (the "**contract**") between you and the School.*
- (b) What does not form part of the contract. *The prospectus, information booklets and website do not form part of the contract with the School. If you wish to place specific reliance on a matter contained in the School prospectus, information booklets, website or a statement made by a member of staff during the course of a conducted tour of the School or a related meeting you should seek written confirmation of that matter before you sign*

*the Acceptance of a Place Form.*

- (c) *How one person may remove themselves from this contract. A person who has signed the Acceptance of a Place Form may withdraw from this contract by submitting a term's notice but that person **must** obtain the prior written consent of both the School and the other person who has signed the Acceptance of a Place Form.*
- (d) *When this contract will end. This contract will remain in force until your child completes year 13 unless terminated in accordance with Clauses 5(a), 6(a), 6(b), 6(c), 6(d)(i)-(iii), 7(a) and 15(b). Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen.*
- (e) *Code of Conduct. In entering into this contract you agree that your child will be bound by the Code of Conduct and that you will support the School in maintaining its ethos and good standards of behaviour and attendance.*
- (f) *Curriculum. In entering into this contract you agree that your child will follow the entire curriculum of the School unless and until the Head in their absolute discretion agrees otherwise.*
- (g) *Co-educational provision. In entering into this contract you acknowledge and accept that the School has adopted a fully co-educational provision.*

### **3. Deposit**

- (a) *A deposit must be paid on acceptance of a place. This may be paid by the Royal Embassy of Saudi Arabia; it is your responsibility to liaise with the Embassy to confirm this. The deposit is not refundable if your child does not take up a place at the School.*
- (b) *The deposit will form part of the general funds of the School until it is credited without interest to the final payment of fees or other sums due to the School on your child's leaving.*

### **4. Fees and Supplemental Charges**

- (a) *Fees. All fees are payable in advance so that the services which the School provides under this contract shall have been paid for prior to the provision of those services. The fees are payable by you:
  - (i) *yearly in advance on or before 1 September; **or***
  - (ii) *by two instalments per academic year with the first payment payable on or before 1 September and the second payment payable on or before 1 February the following year.*All 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)).*
- (b) *Supplemental charges. Items charged to you that are supplemental to the fees are **supplemental charges** will be included in the School's fees invoice. All supplemental charges must be paid in full by the date shown on the invoice. Additional charges incurred by the School in providing for the special educational needs of your child may be charged as supplemental subject always to the School complying with its obligations under the Equality Act 2010.*
- (c) *Responsibility for payment. Every person who has signed the Acceptance of a Place Form is jointly and individually liable for ensuring that all fees and supplemental charges due are*

paid to the School **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 supplemental charges.

- (d) Non-payment of fees and/or supplemental charges. We may refuse to allow your child to attend the School, participate in an extra-curricular activity or may withhold any references while fees and/or supplemental charges remain unpaid or there is a persistent failure by you to pay the fees and/or supplemental charges on time.
- (e) When fees and supplemental charges will not be reduced. No reduction will be made to the fees or supplemental charges where your child is absent due to illness or where teaching is reduced because of public examinations, external assessments or matters outside the control of the School.
- (f) Notice to withdraw from an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's notice to that effect or pay a term's charges for the activity in lieu of notice.
- (g) Our costs for recovering late or non-payments. You will be responsible for paying the costs we reasonably incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you.
- (h) Notifying other educational institutions of outstanding fees and charges. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.
- (i) Our ability to increase the fees. We reserve the right to increase fees on giving no less than a term's notice.
- (j) How Saudi Embassy grants are treated. Where you are eligible to receive funding from the Ministry of Foreign Affairs of the Kingdom of Saudi Arabia, the School will administer the funding to meet the fees PROVIDED THAT you meet the difference between the amount paid by the Embassy and the total fees and supplemental charges due in respect of your child under this contract. The School will provide a yearly 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.
- (k) Interest on overdue fees and supplemental charges. If you do not make any payment to the School by the due date for payment (see Clauses 4(a) and 4(b) above) we may charge interest to you on the overdue amount at the rate of 3 per cent a year above the base rate from time to time of the School's bank. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount.

## **5. Termination by you**

- (a) Notice required to cancel acceptance of a place or withdraw your child. A term's written notice is required to cancel your acceptance of a place or withdraw your child from the School or a term's fees in lieu of notice will be immediately payable. Where you have paid fees in advance in accordance with Clause 4(a), any fees in lieu you owe us will be deducted from the fees held by the School before any refund is made to you. Where the fees held are insufficient to cover any sums due and owing to us, the fees in lieu will become immediately payable by you as a debt.

- (b) When notice is effective. Written notice will only be effective if received and acknowledged by the Head within seven days of receipt. You must contact the School promptly if no such acknowledgement is received.
- (c) Notices of withdrawal must be signed by both parents. A notice of withdrawal of your child must be in writing and signed by 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 confirmed such notice).

## **6. Termination by the School**

- (a) Inaccurate and/or misleading information. We may terminate this contract immediately if you make a serious misrepresentation of facts or circumstances to us, or you withhold important information from us about you and/or your child or that is relevant to the provision of education by the School (such as by providing inaccurate, false or misleading information at any point in time whether by act, omission or withholding of information).
- (b) Non payment of sums due. We may terminate this contract immediately if 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.
- (c) Breach of your obligations. We may terminate this contract immediately if you do not comply with your obligations under this contract 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.
- (d) When the Head may terminate this contract. The Head may terminate this contract:
  - (i) on one term's notice to you if, in the professional opinion of the Head, your child will not benefit from continuing to be educated at the School or has not attained a sufficiently high standard of work, attendance or behaviour to remain at the School or if the School is unable to provide adequately for your child's needs (subject always to the School meeting its obligations under the Equality Act 2010)
  - (ii) immediately if, in the professional opinion of the Head, your behaviour is unreasonable and is likely to adversely affect your child, or other pupils, or staff at the School, or bring the School into disrepute, or if the Head feels that the necessary relationship of trust and confidence between you and the School has irreparably broken down. You will be permitted a reasonable opportunity, determined by the Head, to make representations to the Head. The decision of the Head will be final
- (e)
  - (i) Should the Head exercise their right under Clause 6(a), (b) or (c) you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. Fees in lieu of notice will **not** be payable.
  - (ii) Should the Head exercise their right under Clause 6(d)(i) you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which the contract is terminated but the deposit will be credited in the usual way (see Clause 3(b)). Fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term following termination will be refunded.
  - (iii) Should the Head exercise their right under Clause 6(d)(ii) you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or

relating to the term in which the contract is terminated and the deposit will be forfeited. Fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term following termination will be refunded.

**7. Exclusion**

- (a) The Head's discretion to suspend or exclude. The Head may in their discretion suspend or exclude your child for breach of the Code of Conduct and/or where the Head considers that your child's conduct or behaviour (including behaviour or conduct 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) What happens if your child is suspended or excluded. Should the Head exercise their right under Clause 7(a) above fees in lieu of notice will **not** be payable but you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded or suspended. The deposit will be forfeited.

**8. The School's rights and obligations**

- (a) Our right to make changes at the School. We will endeavour to give you a term's notice of any changes that we regard as significant to your child's education.
- (b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. We cannot accept any responsibility for the education and welfare of your child outside school hours or at other times when your child is not permitted to be on School premises unless they are taking part in a school activity or otherwise under the supervision of a member of school staff.
- (c) Urgent medical attention. If your child requires urgent medical attention while under the School's care and it is not practicable to obtain your prior consent, the School will make the decision on your behalf if consent is required for urgent treatment recommended by a doctor or other medical practitioner.

**9. Your rights and obligations**

- (a) Your co-operation. In order to fulfil our obligations under this contract you must co-operate with the School in good faith, including by maintaining a constructive and respectful relationship with the School and School staff; encouraging your child in their studies; keeping us up-to-date and informed of matters which affect or may affect your child; ensuring that all information provided to us about you and/or your child is accurate, truthful and not misleading and that relevant details and information (including contact details) and changes to it are not withheld; and keeping in touch with the School where your child's interests so require.
- (b) Special circumstances affecting your child. You must inform the School where special arrangements may be needed for your child, including for their education or welfare, or any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops including any infections. You must also provide us with any reports or other materials relevant to any of the same.

- (c) When you must keep your child away from school. If the School so requires due to a health risk presented by your child to others or presented to your child by others, you undertake to keep your child at home and not permit them to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances the School will try to continue providing education to your child remotely during such period.
- (d) Court orders relating to your child. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in 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. You must upon request promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).
- (e) Communications from you. Except under Clause 5(c), the School is entitled to treat any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and any communication from the School to one of you as having been given to both of you.
- (f) Your absence during term time. You must provide the School with the name and contact details of a 'responsible adult' with care of your child if at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days or your child will be residing during term time under the care of someone else.
- (g) Attendance. You must inform the Head as soon as possible in writing of any reason for your child's absence from School. We expect your child's attendance to be 95% or above and wherever possible the Head's prior consent should be sought for absence from the School.
- (h) Concerns and complaints. Concern and complaints should be made in accordance with the Complaints Procedure, a copy of which is available is on the School's website and otherwise available upon request.
- (i) Education guardian. Where you reside outside the United Kingdom you must appoint an appropriate and suitable education guardian aged over 18 years old in the United Kingdom who has been given the legal authority to act on your behalf in all respects and to whom the School can apply for authorities when necessary. You must notify the School of the name and address of the guardian for your child and immediately notify us if any of those details change. We cannot accept responsibility for your child when they are in the care of you or the education guardian. The responsibility for choosing an appropriate education guardian rests solely with you and you are responsible in each case for satisfying yourselves as to the suitability of an education guardian.

**10. Insurance**

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

## **11. Personal Information**

- (a) Data Protection Law. We will process personal data about you and your child in accordance with the Data Protection Act 2018 and other related legislation. We will process such personal data as set out in this Clause 11; in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.
- (b) Pupil reference. The School will process personal data relating to you and your child in order to provide a reference to any educational institution which you propose your child may attend.
- (c) School marketing and fundraising. With your consent (which you have the right to withdraw or amend at any time) and subject to the limitations set out in our Data Protection Policy and relevant data protection law, we may use personal data relating to you and your child whilst they are at the School (including images) for the purposes of school marketing and promotion and fundraising and for communicating with the current and former body of pupils and parents.
- (d) Photographs and videos. With your consent (which you have the right to withdraw or amend at any time) and subject to the limitations set out in our Data Protection Policy and relevant data protection law, we may include images of pupils and parents in various school publications (printed and digital), the School website and the School's social networking platforms and/or share images and videos with third party journalists, for the purposes of school marketing, promotion and fundraising and for communicating with the current and former body of pupils and parents.
- (e) Providing information to UKVI. In order to comply with our Tier 4 license sponsor responsibilities we may be required to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) for immigration purposes (and to do so whether we actually sponsor your child or not).
- (f) Information (e.g. school reports) about your child. We shall send those with parental responsibility for your child certain information about your child (including school reports, correspondence and other materials relating to their progress, development and/or education generally) UNLESS restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation.

## **12. Changes in Ownership, etc**

For the purposes of constitutional changes to the School (including to the legal entity that owns the School) or amalgamation of the School with another we may transfer the

*undertaking of the School to another person or organisation and may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation. We will ensure that this will not affect your rights under this contract.*

**13. Events outside of our, or your, control**

- (a) *An event outside of our/your control. If an event (as defined) beyond your or our control arises which prevents or delays performance of either of your or our obligations under this contract, the party affected by the event shall give the other notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided the party affected has acted reasonably and prudently to prevent and/or minimise the effect of the event, the party affected will not be responsible for not performing those 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).*
- (b) *Events lasting more than 6 months. If either party is prevented from performing all of their obligations as a result of an event for a continuous period of more than 6 months, both parties shall discuss a solution by which the contract may be performed and, following such discussions, either party shall be entitled to cancel the contract on written notice.*

*For the avoidance of doubt, you will not be required to pay fees in lieu of notice.*

**14. The Law that applies to this contract**

*The contract is governed by English Law and either party must bring legal proceedings in respect of this contract in the English courts. 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.*

**15. Changes to 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 on a term's notice.*

**Further Notes**

- For children in the Early Years Programme (Nursery and Reception), a period of settling in is required and this may include a period of reduced attendance. Parents of the child will be asked to attend and support this settling in period during the time agreed with Academy staff (please see the Academy's Settling in Policy).
- Overseas applicants must comply with UK visa requirements before acceptance.
- Children are expected to attend on all school days during term time and not to take avoidable time off for holidays or routine medical appointments. Parents should ensure that children are in school by 8.45am each morning and that they are collected punctually

- at the end of school.
- The GCSE & BTEC students sit external exams and they will be charged for these for each subject. No administrative fees will be charged.

For more details about the fees please follow the link below:  
GCSE: <http://www.edexcel.com/iwantto/Pages/fees-academic.aspx>

By signing the application for admission and the Conditions of Enrollment stated in the application form, parents agree to the terms and conditions stated in the admission policy above. The application forms, required documents and non-refundable registration fees need to be received by the Admissions and Accounts Office before the date set for the interview.

The Academy reserves the right to withhold acceptance of an enrolment at its discretion if such action is deemed to be in the best interests of the Academy or the pupil.

Signed: .....  
Director General