

Belmont House School has held a Student Sponsor Licence since 29 January 2009 and enrols a small number of overseas pupils each year. Overseas pupils gain entry to the UK through a Child Student Visa supported by a Confimation of Acceptance for Studies (CAS) issued by the School.

This document details the procedures in place to ensure that the obligations incumbent on the School in achieving and remaining compliant with its sponsorship duties, as detailed in the following Student Sponsor Guidance documents issued by The Home Office/UK Visas & Immigration, are fulfilled:

- Document 1 Apply for a Student Sponsor Licence
- Document 2 Sponsorship Duties
- Document 3 Student Sponsor Compliance

This document details the School's policy and procedures under five main headings:

- 1. Monitoring Immigration Status
- 2. Record Keeping and Recruitment
- 3. Migrant Tracking and Monitoring
- 4. General Sponsorship Duties
- 5. Safeguarding and Child Protection

1. Monitoring Immigration Status

Document 2, Paragraph 2.3, requires the School to comply with all aspects of the Immigration rules and Sponsor Guidance, specifically in taking steps to ensure that all overseas students who are subject to immigration control have permission to study in the UK throughout their time at the School.

Document 2, Paragraph 2.4, and Appendix D Part 5(a) further identifies the documents to be retained by the School to fulfil our sponsorship duties. All documents relating to a pupil (student) are retained throughout the duration of their enrolment with the School and the School's sponsorship of them until whichever is the earlier of:



- one year from the date at which the pupil leaves the School and sponsorship has ended; or
- the date a compliance officer has examined and approved them, if this is less than one year after sponsorship has ended.

The School also has overarching relevant responsibilities and duties under the Data Protection Act 2018 and GDPR in the retention of any personal data.

The documents/evidence to be retained for each Tier 4 pupil in relation to their immigration status are as follows and are kept securely in paper form in the individual's UKVI Tier 4 Pupil File:

a) Copy of current passport

N.B.

- i. All pages showing any personal identity details including biometric details, stamps, or immigration status document including their period of permission to stay in the UK. This must show the pupil's entitlement to study with a licensed sponsor in the UK if the applicant has been issued a vignette for travel.
- ii. **EEA nationals** (who have a biometric passport) applying from overseas under the Child Student routes using the ID Check app receive an **eVisa** (a digital version of their immigration status information) rather than a vignette and a physical Biometric Residence Permit (**BRP**). The validity of the Student or Child Student permission will be confirmed on the eVisa of which the School will obtain a copy.
- iii. Successful applications for permission to stay through the Student route using the ID Check app produce an eVisa; visa nationals using the ID Check app also receive a BRP.
- iv. Non-visa nationals using the ID Check app will only receive digital status. Applicants who are unable to use the ID Check app receive a BRP only.
- v. Pupils with an eVisa can prove their status by accessing the following link https://www.gov.uk/view-prove-immigration-status; pupils with this status can obtain a share code to enable them to prove their immigration status to the School.
- vi. The School will **always** check the date on which the pupil entered the UK, to ensure they entered during the validity of their Child Student permission and that they can, therefore, study. If a pupil enters the UK before the start date



stated on their Child Student permission, they will not have entered during their Child Student permission and cannot begin their studies. The pupil would need to leave the common travel area and re-enter on or after the start date on their Child Student permission to activate their Child Student permission.

- vii. If the pupil is an EU national, EEA national or a national of Australia, Canada, Japan, New Zealand, Singapore, South Korea, Switzerland or the United States of America, they may enter the UK through an automated e-Passport gate ('e-Gate') if they hold valid permission confirmed by digital status or a vignette or BRP. In such cases, they will not have an entry stamp in their passport which states the entry date.
- viii. If the pupil does not have an entry stamp, the School will check the date of entry by requesting other evidence e.g., e-tickets or a paper or electronic boarding pass. The School will record the date the student entered the UK.

b) Copy of pupil's BRP or eVisa

- i. If a pupil has an eVISA the School will retain an electronic copy of this.
- ii. If a pupil has both an eVisa and BRP the School will retain copies of both.

Any errors and/or issues with expiry dates will be reported to UKVI through the SMS – please see Record Keeping and Recruitment section below.

c) Record of pupil's attendance

- i. The absence/attendance of each oversea pupil will be recorded in the same way as for all other pupils of the School via iSAMS (the School's MIS) and in accordance with the **School's Attendance Policy (Appendix 1)**.
- ii. A printed copy of the pupil's attendance record for each academic term will be placed in the individual's **UKVI Tier 4 Pupil File**.

d) Record of pupil's contact details

A record of an overseas pupil's contact details will be maintained – and regularly updated – via iSAMS in the same manner as for other pupils. Details to be retained:

- i. UK residential address
- ii. UK telephone and mobile phone number
- iii. Overseas contact details where the pupil is not in the UK with parents

This information will also be retained in paper form in each overseas pupil's UKVI/CAS file.



There is a system of calendar alerts – **CAS Tier 4** – in place for the Principal (Authorising Officer/Key Contact) and School Office Manager to track key dates in relation to the immigration status of all Tier 4 pupils and a password-protected Excel spreadsheet – **Tier 4 Pupils Immigration Data** – which centrally records all such information. The data pertaining to each individual Tier 4 pupil is also recorded in their **UKVI Tier 4 Pupil File**.

**** It is the duty of the School's Authorising Officer/Key Contact to immediately notify UKVI of any errors or discrepancies in any of the above.

2. Record Keeping and Recruitment

As noted above, Document 2, Paragraph 2.4, and Appendix D Part 5 further identfiles the documents to be retained by the School to fulfil our sponsorship duties.

a) Recruitment of UK-domiciled pupils

The broad academic element of the recruitment of overseas pupils is essentially the same as for UK-domiciled prospective pupils.

For a UK-domiciled prospective pupil, our normal entrance/recruitment process would encompass the following key components:

- i. Initial enquiry from parent, usually by email or telephone.
- ii. Initial visit to the School by parents, with or without the prospective pupil(s).
- iii. Completion of initial Application for Admission form plus Admissions

 Privacy Notice.
- iv. Taster Day visit to the School by the prospective pupil and completion of feedback forms by staff; communciation of this feedback to parents.
- v. Academic assessment using GL Assessment's Cognitive Abilities Test (CAT) this is done digitally and can be undertaken anywhere in the world. Post-pandemic we have continued with the policy adopted through necessity during the pandemic of this being undertaken at the pupil's home. This policy remains under regular review although no evidence of this generating outcomes out of line with expectations has been found.
- vi. Communication of CAT result to parents with feedback.



- vii. Copy of most recent reports from prospective pupil's current school parents are normally asked to provide these and direct contact with the current school is only undertaken with parental permission if we have concerns in relation to the pupil e.g., behaviour, additional support needs, our ability to meet learning needs.
- viii. UK-domiciled prospective pupils are NOT formally interviewed on an individual basis as part of the admissions process.
 - ix. Decision to offer a place or not is made based on academic merit as determined by the evidence outlined above.
 - x. Completion of all normal enrolment paperwork:
 - Offer Letter
 - > Enrolment Agreement/Contract
 - > NHS Transfer Form
 - > iSAMS Database Information Confidential Form
 - Photographic Consent Form
 - xi. On admission, transfer of pupil records to us.

b) Recruitment of overseas pupils

Clearly not all of the above is possible or practical in the case of overseas pupils. The following caveats are noted below in the context of the recruitment of overseas pupils:

- i. Initial enquiries on behalf of overseas pupils are normally received by email from overseas or from locally-based family.
- ii. Overseas enquiries receive a broadly standard email response (Appendix 2) but tailored to their specfic circumstances; if locally-based family are available, they are invited to visit the School.
 - At this stage the School's requirements in terms of documentary evidence in relation to immigration status is/will be explained either in writing or face-to-face.
- iii. Completion of **Tier 4 Application for Admission** paperwork (**Appendix 3**) usually digitally.
- iv. Taster Day visits by overseas pupils are impractical and rarely occur.
- v. CAT assessment undertaken as above.



- vi. CAT assessment feedback to parents as above.
- vii. Copy of most recent reports from prospective pupil's current school parents are normally asked to provide these, with translation if required.

In the context of overseas pupils online checks as to the school's existence, the name of the Head Teacher etc are undertaken; if there are concerns, direct contact is made with the school.

In terms of any pupil's previous qualifications, there is considered to be no need to undertake a verification process. All overseas pupils join the School at stages below any point at which previous qualifications have any relevance and that therefore would require any verification. Entry to school-based education at Belmont House School leads to qualifications up to and including Scottish Advanced Highers.

viii. Prior to the academic year 23/24 it was NOT normal practice to interview overseas students as part of the admissions process although this was done on occasion.

From the start of the academic year 24/25 in August 2024, ALL prospective overseas pupils aged ten years or above will be interviewed via Zoom/Teams by the Principal or Vice-Principal (Head of Junior School); these interviews will form part of the evidence gathered during the admissions process and will be recorded and/or a transcript retained in the pupil's file.

- ix. Decision to offer a place or not is made based on academic merit as determined by the evidence outlined above.
- x. Completion of all normal paperwork as above plus the additional documentation detailed below under b) Record Keeping.

The initial Tier 4 Application for Admission Form will have already captured almost all of the information usually requested at this stage of the admissions process.

xi. For UK-domiciled pupils, the completed Enrolment Agreement/Contract contains a binding commitment to the first full term's fees, whether or not the pupil enrols or not. This also applies to overseas pupils and previously a minimum of one term's fees in advance was also requested.

From August 2024, the parents of Tier 4 pupils will be required to pay one full academic year's fees in advance prior to CAS being issued although



parents are guaranteed that these fees will be refunded if their visa application is unsuccessful.

The Enrolment Agreement/Contract for overseas pupils – Tier 4 Enrolment Agreement (Appendix 4) – differs slightly, requiring the signatures of parents and, where appropriate, carer in the UK.

xii. Only after all of the information detailed above and below has been gathered will CAS be issued via the SMS.

CAS will be issued in two categories:

- ➤ The period of study up to and including presentation for Scottish National 5 examinations in Senior 4 this is taken to include primary schooling in our Junior School and the lower years of secondary education in our Senior School.
- ➤ The period of study encompassing Senior 5 & 6 in Scottish schools leading to presentation for Scottish Highers and/or Advanced Highers.

c) Record Keeping

Document 2, Paragraphs 2.8 & 3.34, identify the documents to be retained by the School to fulfil our sponsorship duties.

As part of the admissions process detailed above, the School will require copies of the following documents:

i. Letter of consent from the pupil's parent(s) or legal guardians

The letter of consent must confirm:

- the relationship between the pupil and their parent(s)/legal guardian(s)
- whether one or both parent(s)/guardian(s) have responsibility for the pupil
- consent from the pupil's parent(s)/legal guardian(s) to the application for a place at the School and a visa to enter the UK
- consent from the pupil's parent(s)/legal guardian(s) to the pupil's living arrangements while in the UK
- the nature of the relationship between the pupil's parent(s)/legal guardian(s) and the intended carer in the UK
- the address in the UK where the pupil will be living with the intended carer



clear authorisation from the pupil's parent(s)/legal guardian(s) to the intended carer to take responsibility for the pupil.

The letter must be signed and dated by both parent(s)/legal guardian(s) except where only one parent/legal guardian has sole responsibility.

- ii. Pupil's birth certificate or other legal document showing the relationship between the pupil and their parent(s) or legal guardian(s)
- iii. Evidence that the pupil's intended carer has a right to live in the UK
- iv. Letter of consent from the pupil's intended carer

The letter of consent must confirm:

- the carer's name, current address and full contact details
- the address where the pupil and carer will live if different from the current address at time of application
- that the address is a private address
- the nature of the carer's relationship with the pupil's parent(s)/legal guardian(s)
- the carer's agreement to make full provision for the pupil's care

The letter must be signed and dated by the carer.

- v. Additionally, evidence will be gathered (where required) of the right of an accompanying parent or parents to be in the UK, specifically that they are:
 - (a) a British citizen; or
 - (b) settled in the UK

As a matter of policy, the School will NOT accept/enrol or continue to enrol any overseas pupil aged 16 or 17 on the basis that they will be living independently while in the UK or in a private foster arrangement; this condition will also apply to any pupil who was originally accompanied by a parent under the Parent of a Child Student route.

If a pupil who was originally accompanied by a parent moves to live with a close family relative who is a resident British citizen or other UK resident, additional



evidence as per above will be gathered, retained, recorded and submitted as per the *Immigration Rules Appendix Child Student*.

A password-protected Excel spreadsheet – **Tier 4 Pupils Documents Record** – centrally records all documentation/evidence received and retained for each individual pupil during the recruitment process.

The above information is also stored securely in each individual UKVI Tier 4 Pupil File.

3. Migrant Tracking and Monitoring

In accordance with paragraphs 3.4, 3.27 & 3.28 of Document 1, the School has a formal **Attendance Policy (Appendix 1)** which is applicable to all pupils.

Specific duties in relation to the attendance of Tier 4 pupils are noted within that Policy and as recorded below:

Specific duties in relation to attendance for Tier 4 (overseas) pupils

For the purposes of compliance with the relevant section of UKVI Student Sponsor Guidance – Document 2, Paragraphs 7.5(e) Changes to student circumstances table – and the School's duties as a Tier 4 Sponsor in relation to migrant tracking and monitoring, a **Contact Point** in our context is defined as being **one** School Day.

Therefore, the threshold of 10 consecutive missed contact points under Paragraph 7.5(e) would be reached after two weeks' absence from School.

Notwithstanding the reality that the School would have expected to have had daily telephone contact with any parent over such a period of absence as per the procedures detailed above – and such consecutive absences are rare for any pupil save in the context of significant ill-health – the School at this point will contact the parents/carers/guardians of a Tier 4 pupil and arrange for them to attend the School for a meeting and, if necessary, arrange a follow-up home visit. In the context of the Guidance, we would consider these next two steps as setting two further checkpoints.

Unsatisfactory response at these "checkpoints" will result in a tenth missed contact being reported via the SMS and clear communication from the School that sponsorship is likely to be withdrawn in the event that attendance does not improve.



4. General Sponsorship Duties

In accordance with paragraphs 5.10 of Document 1, the School's secure email address for all correspondence to/from UKVI is that of the Principal of the School, who fulfils the roles of Authorising Officer and Key Contact.

Document 2 – Sponsorship Duties – of the Student Sponsor Guidance sets out the duties and responsibilities placed on the School in holding our Student Sponsor Licence.

The specific reporting duties in the context of pupil enrolment are noted under Paragraphs 2.13(c) & 7.5 – Changes to Student Circumstances Table – of Document 2 i.e. the School has a duty to report via the SMS:

- any pupil who does not enrol due to their visa being refused
- any pupil who delays their start/enrolment date

The above will be done via the SMS within a maximum of 10 working days of the enrolment period ending and recorded via the School's password-protected Excel spreadsheet – Tier 4 Pupils Immigration Data. Such reports made via the SMS will record the last known residential address, contact number and email address (if known) for the pupil migrant.

As a licensed sponsor, the School accepts its responsibilities to fulfill our sponsorship duties as detailed: https://www.gov.uk/government/publications/student-sponsor-guidance

Additionally, it is the responsibility of the Principal, who is the School's Authorising Officer/Key Contact for UKVI purposes, to regularly access (and use as required) the School's SMS (Sponsorship Management System) Account. Further, the Principal is also responsible for ensuring that the School engages with the support provided by the Study Engagement Team.



5. Safeguarding and Child Protection

The School is committed to safeguarding and promoting the welfare of all children and young people and expects all staff, governors, parents and volunteers to share this commitment. Every child and young person enrolled at Belmont House School has the right to protection from all forms of abuse, neglect or exploitation and it is the primary responsibility of all those employed by the School to ensure that this is the case.

The School's policy and procedures in relation to Safeguarding and Child Protection - Belmont House School Safeguarding & Child Protection Policy Aug. 2023 (Appendix 5) [https://www.belmontschool.co.uk/wp-content/uploads/2024/03/Safeguarding-and-Child-Protection-Policy-August-2023.pdf] follows the National Guidance for Child Protection in Scotland published in September 2021 and should be read with reference to that document. The National guidance, while not statutory, does relate to statutory and other legal obligations on independent schools and describes the responsibilities and expectations of everyone who works with, or comes into contact with, children and young people, families and carers in Scotland.

All pupils of Belmont House School, including those from overseas, fall under the terms of both the School's Policy and Procedures in relation to Safeguarding & Child Protection and the National Guidance. Paragraphs 2.17 and 3.28 of Document 2 of the Student Sponsor Guidance place specific responsibilities and duties on the School in relation to overseas pupils.

With immediate effect (from the date of this Policy & Procedures document), the School has introduced a separate, specific **Tier 4 Application for Admission Form** (**Appendix 3**) for Tier 4 pupils which, in addition to the routine confidential information and permissions required of UK-domiciled families will also capture the immigration-related information specified in Document 2, Paragraphs 2.8 & 3.4, and as detailed above under Record Keeping:

- i. Letter of consent from the pupil's parent(s) or legal guardians
- ii. Pupil's birth certificate or other legal document showing the relationship between the pupil and their parent(s) or legal guardian(s)
- iii. Letter of consent from the pupil's intended carer

Additionally, evidence (where required) of:



- iv. The right of an accompanying parent or parents to be in the UK, specifcially that they are:
 - (a) a British citizen; or
 - (b) settled in the UK

Parents/guardians will subsequently be required to provide full travel arrangements for the Tier 4 pupil to the UK, including:

- Flight Number
- Scheduled arrival date/time
- Who will meet the pupil on arrival (if appropriate)

This information, which is highly unlikely to be known during the recruitment process, will be recorded at a later date on the above Form by the School which will be stored securely in each individual UKVI Tier 4 Pupil File.

All overseas pupils will be instructed to report to the School within 72 hours of arrival in the UK, even if this falls within a recognised holiday period.

This Policy & Procedures becomes active with effect from 28th March 2024 and will be formally reviewed on an annual basis.

All enquiries or questions in relation to this document should be directed to the Principal of the School (<u>mshanks@belmontschool.co.uk</u>) or via the School Office (0141 639 2922).

M.D. Shanks Principal March 2024

List of Appendices:

- 1. Belmont House School Attendance Policy (March 2024)
- 2. Exemplar initial email response to an enquiry for a potential Tier 4 pupil
- 3. Tier 4 Application for Admission Form
- 4. Tier 4 Enrolment Agreement

Including as a separate pdf file:

5. Belmont House School Child Protection & Safeguarding Policy

Also available from the School's website at:

 $\underline{\text{https://www.belmontschool.co.uk/wp-content/uploads/2024/03/Safeguarding-and-Child-Protection-Policy-August-2023.pdf}$



Appendix 1 - Belmont House School Attendance Policy

The following further amplifies our policy and procedures in relation to pupil absence as briefly referred to in the School's annually updated Handbook for Parents, Health and Medical Care, Section (a) Procedures on Absence Through Illness/Accidents (page 21).

This policy briefly establishes the roles and responsibilities of parents and staff in ensuring that good attendance and timekeeping is achieved and maintained, on the simple premise that such attendance/timekeeping is the foundation of ensuring that the attainment and wider achievement of each individual pupil, and therefore of the wider School, is maximised and maintained.

Benchmark

100% attendance is the expected benchmark for all pupils but clearly that is rarely achievable for a range of justifiable reasons including ill-health, bereavement, medical appointments and family circumstance; nevertheless this remains the benchmark.

The average School year for Belmont House pupils is 180 teaching days and we consider a 95% as being "good attendance", equating to approximately 9 days absence per year. An attendance below 95% means an individual child or young person is missing significant amounts of class contact/teaching time over the course of the year.

The Education (Scotland) Act 1980 sets out the rights and duties of parents in relation to their children's education, Section 30 of the Act placing a duty on the parent to provide efficient education suitable to age, ability and aptitude of the child either by causing them to attend (a public school) regularly or by other means. Equally, the School also has legal responsibilities to ensure attendance.

Attendance - the role of parents/guardians/carers

We would expect our parents to support the School in ensuring good attendance and timekeeping by:

- Encouraging good habits by making sure your child/young person attends school regularly and arrives on time.
- Only keep your child/young person off when there is a valid reason. Please be assured that the school will contact you if your child is unwell so that the child can be taken home.
- If your child is absent please contact the School on a DAILY basis to update us on their absence.
- Please ensure that contact details are up to date. If your details change for any reason moving house or new
 mobile number please remember to contact the School and advise us of the change.
- Always give your child/young person an absence note on their return, even if you have already phoned the school.
- Please avoid taking holidays during term time if at all possible we understand that there are occasionally justifiable
 reasons for such absences but they can seriously disrupt academic progress so please discuss with the Head of Junior
 School or Senior Vice-Principal as appropriate as this can seriously disrupt academic progress. However, if your child
 has to miss school for family reasons it is imperative that the School is informed in writing.
- Authorised absence for special occasions should be requested in advance. For example, please contact your child's Junior School Class Teacher or Senior School Tutor to arrange time off for weddings, dental or medical appointments etc.

Latecoming - the role of parents/guardians/carers

The importance of punctuality/arriving in good time for the start of the School day at 0900 is often undervalued. The reality is that a pupil arriving just 5 minutes late every day in one academic year would miss the equivalent of 15 hours of class time or over 2.5 teaching days.

Parents are asked to make every effort to ensure their child/young person arrives in School in good time for the start of each day – for the avoidance of doubt, all pupils are expected to be on site for registration by 0850 each morning not 0900, when lessons actually commence.

The School considers punctuality to be very important. Latecoming often upsets the child/young person, disrupts the School day and interrupts the work of other pupils. Junior School class teachers/Senior School Tutors will speak to individual pupils where there are concerns about timekeeping and may contact parents if lateness persists. If the pupil fails to improve punctuality the Head of Junior School or Senior Vice-Principal may invite parents to School to discuss and develop strategies to help improve timekeeping.



Recording attendance and related actions

- All pupils are expected to be in School by 0850 and present in their Junior School classrooms or Senior School Tutor rooms by 0855 at the latest.
- Registration takes place between 0850 and 0900 and absences are recorded via iSAMS by JS class teachers or Senior School Tutors.
- JS pupils arriving after 0900 are expected to report to their class teachers.
- Senior School pupils arriving after 0900 must report to the School Office to sign in.
- There is a follow-up check by office staff of reported absentees and/or latecomers.
- The parents of ALL absentees are phoned on a daily basis unless there has already been contact from parents notifying
 of absence. To be clear, parents will be contacted immediately by telephone in every case of unauthorised, unexplained
 or unexpected absence.
- If a pupil has several unauthorised/unexplained absences e.g., two or more separate absences in a week, a significant number of absences over a period of time or a developing pattern of absence such as the same day every week being missed, the School will contact parents to initiate discussion on the underlying reasons. This will involve a face-to-face meeting in School with parents and pupil and, if necessary, a home visit.
- In the Senior School, all staff must record attendance for each individual lesson throughout each day, check absentees against iSAMS and notify the School Office of any discrepancies.

Summary - Actions by the School in the event of persistent unauthorised absence

It is an extremely rare occurrence that any pupil of the School would be the subject of serious concern due to prolonged unauthorised absence.

In such scenarios the School will work closely with the parents and child/young person to work towards re-establishing a pattern of attendance at School as quickly as possible. However, it should be noted that the School would reserve the right to contact external agencies if non-attendance formed part of a wider concern for the pupil's wellbeing and reached a sufficient threshold for doing so (please refer to the School's Safeguarding and Child Protection Policy).

Ultimately persistent unauthorised non-attendance may lead to a parent/carer/guardian being asked to withdraw the pupil from the School. In such instances the School will notify the local authority in which the family are domiciled that the pupil no longer attends Belmont House School.

Specific duties in relation to attendance for Tier 4 (overseas) pupils

For the purposes of compliance with the relevant section of UKVI Student Sponsor Guidance – Document 2, Paragraphs 7.5(e) Changes to student circumstances table – and the School's duties as a Tier 4 Sponsor in relation to migrant tracking and monitoring, a **Contact Point** in our context is defined as being **one** School Day.

Therefore, the threshold of 10 consecutive missed contact points under Paragraph 7.5(e) would be reached after two weeks' absence from School.

Notwithstanding the reality that the School would have expected to have had daily telephone contact with any parent over such a period of absence as per the procedures detailed above – and such consecutive absences are rare for any pupil save in the context of significant ill-health – the School at this point will contact the parents/carers/guardians of a Tier 4 pupil and arrange for them to attend the School for a meeting and, if necessary, arrange a follow-up home visit. In the context of the Guidance, we would consider these next two steps as setting two further checkpoints.

Unsatisfactory response at these "checkpoints" will result in a tenth missed contact being reported via the SMS and clear communication from the School that sponsorship is likely to be withdrawn in the event that attendance does not improve.

Role of Staff:

Responsibilities of Registration staff, especially Junior School Class Teachers and Senior School Tutors

It is a key responsibility of Junior School class teachers and Senior School Tutors (Pastoral Care staff) to monitor the attendance and timekeeping of their pupils. This is achieved in a variety of ways:

- 1. Praise pupils for their good attendance and timekeeping.
- Check/report on pupil attendance and complete Class/Tutor Group registers via iSAMS by 0905 each day.
- 3. Record/monitor/counsel latecomers.
- Collect and check parental absence notes link to Head of Junior School or Senior Vice-Principal as appropriate
 if specific concerns



- 5. Retain absence for reference
- 6. Notify School Office of pupil data changes you become aware of
- 7. Share pastoral concerns/issues with Head of Junior School or Senior Vice-Principal as appropriate
- 8. Contact parents where necessary

Responsibilities of All Teaching Staff

- 1. Encourage all pupils to attend School/classes on a regular basis.
- 2. Praise all pupils who attend School regularly.
- Check on pupil attendance and record pupil attendance at each individual lesson, including double periods (Senior School)
- 4. Link with Head of Junior School, Senior School Principal Teachers, Tutors and/or Senior Vice-Principal where you feel there may be further concern in relation to pupils missing your classes and/or being persistently late.

M.D. Shanks Principal March 2024





Appendix 2 – Exemplar initial email/letter in response to an enquiry for a potential Tier 4 pupil

Dear *****

Thank you for your interest in Belmont House School. Mrs Watson, our Office Manager, has already sent you our Prospectus pack, including the **Tier 4 Application for Admission** form. I trust you will find the following information of some help in relation to the entrance processes surrounding overseas students.

As a School we hold Tier 4 Highly Trusted Sponsor status with UK Visas and Immigration (UKVI) and as such we are able to issue Confirmation of Acceptance for Study [CAS] to overseas students who meet our entrance requirements.

Please find attached a copy of our **Tier 4 Student Sponsorship Policy & Procedures**. This clearly details the evidence the School will require in relation to a prospective overseas pupil's identity and, at a later stage, immigration status, as well as a number of key supporting documents:

- Copy of all pages of the pupil's passport
- Copy of pupil's BRP or eVisa
- Letter of consent from the prospective pupil's parents or legal guardians*
- Copy of the pupil's birth certificate and/or adoption papers showing the relationship between the pupil and their parents/guardians
- Evidence that the pupil's intended carer in the UK has the right to live in the UK
- Letter from intended carer*
- * the required content of these letters is detailed on pages 7 and 8 of the attached Policy & Procedures

The academic admissions process for overseas students is set out on pages 5 & 6 of the attached Policy & Procedures. As part of this process, we will require:

- completion of an academic assessment known as a Cognitive Abilities Test (CAT). This is undertaken digitally and can be done anywhere in the world ideally this would be undertaken at the prospective pupil's current school (parents will be asked to provide a staff contact name) but if this not possible the assessment can be undertaken at home. Current school/parents will be provided with a web link for this age-appropriate online digital assessment.
- copies of reports from a prospective pupil's current school (translated if necessary) and written confirmation from their school in relation to their ability in written and spoken English, appropriate to their age. The School reserves the right to contact a prospective pupil's current school directly for an additional reference.
- all prospective pupils aged ten years or above to participate in an interview via Zoom/Teams with the Principal or Vice-Principal (Head of Junior School); these interviews will be recorded and/or a transcript retained.

Once a prospective pupil has completed the entrance process, we are then, all being well, in a position to offer them a place. The decision to offer a place at the School will be reached on the basis of academic merit as measured by the appropriate combination of the above evidence.

Parents/legal guardians and nominated carer in the UK (if different) will then be asked to formally accept that place, with the associated contractual commitment in terms of fees. This acceptance will include the provision of all the identity and immigration evidence etc. referred to above and in the attached Policy & Procedures.



Please note that the parents of overseas pupils will be required to pay one full academic year's fees **in advance** as part of their acceptance of the place.

Only once all the above has been satisfactorily completed will CAS be issued. Please note that CAS will be issued in two categories:

- 1. for the period of study up to and including presentation for Scottish National 5 examinations in Senior 4 this includes primary schooling in our Junior School and the lower of secondary education in our Senior School; or
- 2. the period of study encompassing Senior 5 & 6 leading to presentation for Scottish Higher or Advanced Higher examinations.

A pupil initially enrolled in the first category will be issued a new CAS for completion of their studies in Senior 5 & 6.

Once the School has issued a CAS, you may then apply for an entry visa. Please note that if for any reason UKVI declines to issue a visa to any prospective overseas pupil we will not hold their parents/guardians to the terms of the contractual commitment to the place and no academic fees would be due; academic tuition fees paid in advance would be refunded.

We cannot offer any formal advice in relation to the visa application process, but you should be aware that as part of the process of applying for visas through UKVI you will be expected to demonstrate how your child/family will be supported financially while in the UK. We are, of course, not a boarding school. We would recommend that you seek appropriate legal advice as to the complexities of the immigration process and applying for a Child Student Visa and, where relevant, a Parent of a Child Student Visa.

I hope this brief e-mail has answered any initial questions you may have but I am more than happy to chat with you further by telephone or email.

With kind regards

Melvyn Shanks

Principal

Belmont House School



Appendix 3 - Tier 4 Application for Admission Form

Tier 4 Application for Admission

Please return this form and the Acknowledgement of receipt of Belmont House School's Admission Privacy Notice, completed and signed, to the Office Manager at Belmont House School, Sandringham Avenue, Newton Mearns, Glasgow G77 5DU, together with a cheque for £30 in favour of Belmont House School in payment of the application fee referred to overleaf.

The School's admissions policy is published in the School's **prospectus** and is subject to revision and amendment from time to time. A copy of the School's admissions policy can also be obtained on the School's website at www.belmontschool.co.uk.

This application for admission is comprised of three (3) documents:

- (1) this application form;
- (2) the prospectus included with this application form; and
- (3) the admissions privacy notice enclosed with this application form.

If you have not received all of the above documents or one of the documents is missing, then do not complete this form and contact the School to obtain any missing documentation.

Please complete the following sections one (1) to twelve (12) inclusive of this form with the requested details on the Applicant (being the child or young person for whom you are applying for a place at the School).

Applicant's Details:

1	Year of Admission & Entry Level:
2	Surname:
3	First and Middle Name(s):
4	Date of Birth:
5	Gender:
pplicant	's Present and Past School Details:
6	Current School or Nursery
	(if any):
	Name:
	Address:
	Phone Number:



7	Previous Schools (if any):	School	Year(s) of Attendance
	First school:		
	Second school:		
	Third school:		

Family Details:

8	Brothers and Sisters:			
	Name	Date of Birth	School currently attended	
	(1)			
	(2)			
	(3)			
	(4)			

9	In addition to the information given before, does the Applicant or his/her family have any existing or previous connection with the School?	Yes/No (Delete as appropriate) If "yes", please give details below
Details		

Other Information:

10 Special Circumstances:

We are committed to promoting equal opportunities in our admissions process. In order that we may fulfil our duties in this regard, it is important, to advise the School of any disability, additional support need or medical condition or other circumstances for which the Applicant may require special assistance or reasonable adjustments at the School. Please give specific details below or in a separate letter to accompany this form.

Other Information:



Declaration

I/We, being the parent(s)/guardian(s) of, or being the person/persons having parental rights in respect of the Applicant, declare and:

- (1) hereby apply for a place at Belmont House School (the "**School**") for the Applicant to become a pupil at the School with effect from the Admission Date specified above;
- (2) enclose a non-refundable application fee of £30 in respect of the receipt and consideration of this application by the School;
- (3) accept that this application is subject to the School's admissions policy current as at the date of this application as such policy is from time to time revised or amended;
- (4) recognise that there is no obligation on the School to offer a place at the School for the Applicant or to accept the Applicant as a pupil of the School;
- (5) authorise the Applicant's current school to (a) disclose to the School information on the Applicant (e.g. academic report and pupil profile); (b) confirm to the School whether all fees, if applicable, in respect of the Applicant have been paid to date; and (c) authorise the School to disclose my/our application and authorisation to the Applicant's current school:
- (6) confirm that I/we have enclosed information regarding any disability, additional support need or medical condition or other circumstances for which the Applicant may require special assistance or reasonable adjustments; and
- (7) accept that the School must be given any copies of court orders that relate to the Applicant.

If the School offers the Applicant a place at the School and it is not accepted by me/us within the time stipulated in the offer, then the offer shall be deemed to have been declined and refused.

Details of Parent(s)/Guardians (please complete all details):

12	Parent/Guardian	Parent/Guardian	Carer
FULL NAME			
TITLE/DESIGNATION (Mr/Mrs/Ms/Miss/Dr etc.)			
RELATIONSHIP TO APPLICANT (if other than parent/guardian)			
JOB TITLE			
ADDRESS FOR CORRESPONDENCE			
POSTCODE			
E-MAIL ADDRESS			
CONTACT TEL NO			
Passport Number			



Please confirm that the address where the pupil will reside while in the UK is that of the carer noted above YES/NO* [delate as appropriate]

If NO, please explain this discrepancy	y:	
If NO, please explain this discrepancy:		
Personal Data Processing Statement	& Confirmation of Receipt of Tier 4 Student S	ponsorship Policy & Procedures
I/we have received a copy of Belmont F	ng the person/persons having parental rights in resolute School's Admissions Privacy Notice and it personal data for the purposes of considering the second	d have read and understood it and I/we
	ng the person/persons having parental rights in re ont House School's Tier 4 Student Sponsorsh	
Signature of parent/guardian	Print name of parent/guardi	an
Signature of parent/guardian	Print name of parent/guardi	an
Signature of Carer	Print name of Carer	
SECTION BELOW MUST BE COMPLE	YEARS OR OLDER AT THE DATE OF APPLIC TED BY THE APPLICANT ON THEIR OWN. TH CANT'S CONSENT – THIS IS A LEGAL REQUIF	E SCHOOL CANNOT PROCESS THIS
data about me. I have been given an o	on to the School my parent/parents must provide the poortunity to read and understand Belmont House being for my information be used in this way. I attacting the School.	se School's Admissions Privacy Notice
Signature of Applicant	Print Name of Applicant	Date of Birth



Confirmation and Signature

I/We, being the parent/parents of or being the person/persons having parental rights in respect of the Applicant hereby confirm and declare:

				All Must Be Checked	
1	I/We have fully o	completed this Tier 4 Application for	Admission form.		
2	I/We have read a Procedures	ad and understand the School's Tier 4 Student Sponsorship Policy &			
3	with the School's (12) years or old	Admissions Privacy Notice and I/w	use of our personal data in accordan e confirm that, if the Applicant is twel e opportunity to read, understand, a ersonal data.	ve	
4	We have provide	ed colour photocopies of ALL pages	s of the prospective pupil's passport	. 🗆	
5		that, prior to admission, further c cing the pupil's BRP or eVisa.	that, prior to admission, further copies of the pupil's passport will be ing the pupil's BRP or eVisa.		
6	Letter of consen	t from the prospective pupil's paren	ts or legal guardians **		
7		pil's birth certificate and / or adop oil and their parents / guardians	tion papers showing the relationsh	nip 🗆	
8	Copy of ALL pas	ssport pages for parents and carer			
9	Evidence that the pupil's intended carer in the UK has the right to live in the UK				
10	Letter of consen	t from the pupil's intended carer **			
11	in the UK, specif	fically that they are: sh citizen: or)/guardian(s) or UK-based carer to	be 🗆	
The required content of these letters is detailed on pages 7 & 8 of the School's Tier 4 Student Sponsorship Policy & Procedures					
Infor	Information to be provided at a later date:				
Airport & Flight number:					
Arrival date:					
Arrival time:					
Date to report to School (within 72 hours of arrival to UK):					
		Parent/Guardian	Parent/Guardian	Carer	
Sign	ature	. a. siiy oddi didii	. a. siiy Suuruiuli	<u> </u>	
-					
Full I	Name (Print)				
		l	i l		

Appendix 4 – Tier 4 Enrolment Agreement

Date





BELMONT HOUSE SCHOOL

TIER 4 ENROLMENT AGREEMENT AND PARENTAL CONSENT FORM

The school is pleased to be able to offer your son/daughter a place in our
If you wish to take up the offer of this place, I would be obliged if you would complete the form below. Both parents and the UK-based carer must sign unless otherwise indicated. If separated or divorced, the Fee-Paying Parent or Guardian must also sign. Please note that the completion and signing of this form by you will result in you having a legally binding contractual relationship with the school. Unless this form, duly completed and signed, along with the Placement Fee of £150, is returned to the Principal at Belmont House School, by, the offer of a place at the school shall be deemed to have been declined and the offer shall be withdrawn.
A duplicate copy of this form is enclosed for you to retain.
Son / Daughter's Surname:
Son / Daughter's First and Middle Names:
(Please underline name normally used or add within parenthesis any other name by which your child is generally known)
Child's Date of Birth:
Admission Date (month and year):
School Year admission is requested for (Nursery – Senior 6) :



I/We, being the parent/parents of or being the person/persons having parental rights and responsibilities in respect or the abovenamed child (who is hereinafter referred to as "the Pupil"), hereby accept a place at Belmont House School for the Pupil, and agree to my son/daughter becoming a pupil at the school, with effect from the admission date specified above, and I /we hereby agree that

- (1) I/we shall, for so long as my son/daughter is a pupil at the School, comply with the rules and regulations of the School applicable to parents of pupils at the School and shall ensure the punctual and regular attendance of the Pupil at such classes, examinations, sports and other activities as are required by the School, including activities outwith the normal school day.
- (2) The Pupil shall, for so long as he or she is a pupil at the School, (a) comply with the rules and regulations of the School applicable to pupils at the School, (b) after he or she reaches the age of 16 years, directly agree to be bound by such rules and regulations and (c) be subject to the disciplinary rules of, and any disciplinary sanctions imposed by, the School.
- (3) I/We shall pay to the School (by cheque or direct debit or such other method as the School may accept, including monthly payment schemes) such fees as are set by the School for the attendance of the Pupil at the School and shall pay to the School such expenses in respect of or for the Pupil (for example the cost of books and stationery, School trips and special events) as may be requested by the School.
- (4) The fees in respect of the attendance of the Pupil at the School during any term shall be paid to the School in full prior to the commencement of that term unless there is in place an agreed direct debit or other regular monthly payment scheme agreed with the School for the payment of those fees. Any expenses to be paid to the School in respect of or for the Pupil shall be paid within the time requested by the School.
- (5) If any payment due in respect of the Pupil to the School is not made to the School in full on or before the due date thereof (and a payment shall only be made to the School on the receipt by the School of cleared funds in respect of payment), then I/we shall pay £100 to the School, as a Late Payment Penalty. Late payment of fees will result in legal action for recovery of debt and the withdrawal of placement offered to your child.
- (6) If I/we wish to withdraw the Pupil from the School or if the Pupil, having reached the age of 16 years, wishes to withdraw himself or herself from the School then I/we shall give the School not less than four full months' notice in writing that the Pupil is to be withdrawn, which notice period shall exclude the School summer holiday period, i.e. written notice would require to be given by March for a pupil who is not returning after the summer holiday in August. The notice must be addressed to the Principal of the School and should specify the exact date on which the Pupil is to be withdrawn. If I/we fail to give the School such written notice four months before the date of withdrawal, excluding the School summer holidays, then I/we shall pay the School Fees for four months pro rata on the Annual Fee.
- (7) The Principal of the School shall be entitled to suspend the attendance of the Pupil at the School and the Pupil shall not be entitled to attend the School during any period of suspension.
- (8) The Principal of the School shall be entitled to expel or require the withdrawal of the Pupil from the School with immediate effect, should circumstances dictate, and the Pupil shall cease to be a pupil at, and shall not be entitled to attend, the School as from the date of the expulsion or the date of the required withdrawal.
- (9) Without prejudice to paragraphs (2) and (8) above, the pupil may be liable to immediate expulsion if he or she is in serious breach of the School's rules and regulations (for example, violence against others or if the Pupil is found to be in the possession of or to be using illegal drugs [or alcohol] on the School's premises or at any function attended by the Pupil as a pupil of the School or whilst the Pupil is travelling to or from the School or in connection with the School).
- (10) If the Pupil is withdrawn, suspended or expelled as a Pupil at the School pursuant to any of paragraphs (8) or (9) above, then I/we shall be liable to pay to the School the full fees in respect of the term in which the withdrawal, suspension or expulsion occurs, and there shall be no abatement or reduction of the fees payable by me/us to the School in respect of that term.
- (11) Should such an action detailed herein in (8) and (9) above occur, I/we have the right to appeal to the Chairman of the Governors. There will be no change in the immediate action imposed by the Principal but the Chairman of the Governors, in consultation with others on the governing board, shall reply to the appeal with a decision within 28 days. The decision of the Chairman is final.
- (12) If three of us sign this form, our obligations in terms of this form shall be joint and several.
- (13) If the parent/parents of the Pupil and/or the person/persons having parental rights in respect of the Pupil are not living at the same address, the School will be informed who will be the official contact and recipient of relevant school information. The School will respect the wishes of the person who is responsible for the payment of fees and has signed this agreement.
- (14) I/we confirm that we are the parent/parents of the Pupil and/or the person/persons having parental rights in respect of the Pupil.
- (15) The School may rely on the information set out below until the Principal of the School is notified in writing by me/us of any change in such information, and I/we undertake to inform the Principal of the school in writing of any change in such information.



- (16) If in the event of an emergency or in the event of any injury to or illness of the Pupil whilst he or she is at the School or in the care or under the supervision of the School and there is difficulty or likely to be undue delay in contacting the person/persons who have signed this form or such persons cannot be contacted by the School, the Principal or any teacher at the School may consent to such medical treatment, including anesthetic, surgery or blood transfusion, as may be necessary for the wellbeing of the pupil in the opinion of a qualified medical practitioner.
- (17) I/we have enclosed with this form the 'Confidential Information Sheet'. Should any information held on the Confidential Information Sheet be changed I/we shall inform the Principal of the School as soon as possible.

I/we hereby agree to abide by the	terms of Paragraphs (1) to (17) as stated.
Signature of Mother/Guardian:	Date:
Print name:	
Signature of Father/Guardian:	Date:
Print name:	
Single Parent (please tick)	Guardian (please tick)
Signature of Carer:	Date:
Print name:	

N.B. BOTH parents/guardians (unless a single parent) AND the UK-based carer MUST sign this Enrolment Agreement and agree to be bound by its terms and conditions.



NOTES

The Children (Scotland) Act 1995 gives a parent, in order that the parent can fulfill his or her parental responsibilities in relation to a child, the right to control, direct or guide the child's upbringing in a manner appropriate to the stage of the child's development.

For this purpose, a child is anyone under the age of 16 years.

The Act further provides that where two or more persons have a parental right in respect of a child, each of those persons may exercise that right without the consent of the other or others, unless any court decree or deed conferring the right or regulating its exercise otherwise provides.

In addition, the Act provides that a person who has parental rights in relation to a child shall not abdicate those rights to anyone else, but may arrange for some or all of those rights to be fulfilled or exercised on the person's behalf.

It is important for the School to know, in the case of all pupils at the School: -

- (a) Who has the parental rights, under the terms of the Children (Scotland) Act 1995, in respect of that pupil whilst that pupil is under the age of 16 years;
- (b) With whom the School should deal in respect of those rights, and
- (c) Whom the School should contact should any problem or emergency occur in respect of the pupil.

It is also important that any change in who has (or can exercise) parental rights in respect of a pupil under the age of 16 years at the School is immediately brought to the School's attention, by notice to the Principal of the School.

A child's natural mother has parental rights in respect of the child unless a court decree otherwise provides. A child's natural father only has parental rights in respect of the child if the father is married to the child's natural mother at the time of child's conception or subsequently, unless the father and mother have by deed, in terms of Section 4 of the Children (Scotland) Act 1995, agreed that the father shall have parental rights in respect of the child.

You can notify the School in writing, by a letter to the Principal of the School, who may, in the event of an emergency and if the person/persons having parental rights in respect of the Pupil cannot be contacted by the School, exercise those parental rights on behalf of such person/persons.

The rules and regulations of the School applicable to pupils at the School apply to all pupils at the School, including pupils over the age of 16 years.



Appendix 5 - Belmont House School Safeguarding & Child Protection Policy

Belmont House School Child Protection & Safeguarding Policy (August 2023) is included as a separate attachment and is also available from the School's website at:

 $\underline{\text{https://www.belmontschool.co.uk/wp-content/uploads/2024/03/Safeguarding-and-Child-Protection-Policy-August-2023.pdf}$

