

Exclusion Policy

Brighton Evolving Education Hub Ltd ("Beehub") | Version: September 2026
To be read alongside the Beehub Terms and Conditions and Code of Conduct



1. Purpose

- 1.1 Beehub is committed to providing a safe, inclusive and nurturing environment for all children in our care. This policy sets out the circumstances in which exclusion may be necessary, the procedures we follow, and the rights of everyone involved.
- 1.2 Exclusion is a serious measure. It is used only as a last resort, when other strategies have been exhausted, or where the safety and wellbeing of a child, other children or staff is at immediate risk.
- 1.3 As a home education support setting, we work in partnership with parents, who retain full responsibility for their child's education. Beehub sessions form only part of a child's overall educational provision.

2. Legal framework and context

- 2.1 This policy has been developed with reference to the Education Act 1996, the Children Act 1989 and 2004, the Equality Act 2010, the Human Rights Act 1998, the Health and Safety at Work etc. Act 1974, and the common law duty of care.
- 2.2 Beehub is not a school, and exclusions from Beehub are not governed by Department for Education statutory guidance on school exclusions. We nonetheless apply the principles of natural justice, fairness and proportionality to all decisions made under this policy.
- 2.3 Parents enrol their children at Beehub voluntarily and enter into a contractual relationship governed by our Terms and Conditions. Beehub may bring that contract to an end where this is necessary to protect the welfare of children and staff, or the integrity of our provision.
- 2.4 Nothing in this policy affects a parent's statutory rights, their right to take independent advice, or their right to pursue a matter through any other lawful route.

3. Types of exclusion

- 3.1 **Internal exclusion.** Temporary removal from group activities while remaining on the premises under staff supervision. This is rarely used, and only as an immediate response to an incident. A child may be asked to sit with a different teacher and class where they are not able to be in their usual class.
- 3.2 **Fixed-term exclusion.** Temporary exclusion for a specified period, typically one to three session days, during which the child may not attend Beehub. The child's place is not withdrawn.
- 3.3 **Permanent exclusion.** Permanent withdrawal of the child's place, bringing the contractual relationship to an end.
- 3.4 **Immediate exclusion.** In exceptional circumstances involving serious safeguarding concerns or immediate risk, Beehub may exclude a child with immediate effect while following the procedures set out in this policy.

4. Grounds for exclusion

- 4.1 Exclusion may be considered where a child's behaviour involves:

- physical violence towards other children, staff or visitors that causes, or has the potential to cause, injury
- persistent disruptive behaviour that significantly impairs the learning and wellbeing of others, despite intervention and support
- verbal abuse, threats or intimidation directed at children, staff or visitors
- bullying, whether physical, verbal, emotional or online
- discriminatory behaviour relating to a protected characteristic under the Equality Act 2010
- sexual harassment or sexual misconduct
- possession or use of weapons, or of items intended to cause harm
- bringing, possessing or being under the influence of illegal drugs, alcohol or other harmful substances
- theft or deliberate damage to property
- persistent breach of the phone rules in section 9 of our Code of Conduct, or of other safety rules, after repeated warnings
- behaviour that poses a serious risk to the child's own safety or the safety of others

4.2 Exclusion may also be considered where a parent's conduct involves:

- aggressive, threatening or abusive behaviour towards staff, volunteers or other parents
- failure to engage with staff about concerns regarding their child's behaviour or wellbeing, despite repeated attempts
- refusal to attend a requested meeting within three weeks of the request
- persistent failure to follow Beehub policies, including those covering attendance, punctuality, illness and payment of fees
- providing false or misleading information during application or enrolment
- breach of confidentiality, or misuse of information about other children or families
- actions that undermine the safety, welfare or educational provision at Beehub

4.3 Exclusion may also be necessary on safeguarding and welfare grounds, where:

- Beehub is unable to meet a child's identified needs safely within our group setting, despite reasonable adjustments
- there are serious safeguarding concerns that cannot be adequately managed within the setting
- medical or behavioural needs pose a significant risk that cannot be safely managed with the resources available to us

4.4 Before reaching a decision under clause 4.3, we will consider what reasonable adjustments could be made, in discussion with the family, in accordance with our duties under the Equality Act 2010.

5. Who decides

5.1 Decisions about exclusion are made by the Designated Safeguarding Lead (Ruth Lovegrove) together with the Directors (Ruth Lovegrove and Tom Smith). In serious incidents, other relevant staff will be consulted.

6. Immediate response to serious incidents

6.1 Where a serious incident requires immediate action, the safety and welfare of all children and staff is prioritised, the child's parent is contacted immediately, and the parent is asked to collect the child as soon as possible.

6.2 An incident report is completed on the day of the incident, and a decision about further action, including any exclusion, is made within 48 hours.

7. Fixed-term exclusion procedure

7.1 **Investigation.** We gather all relevant information about the incident, speak with the child involved in an age-appropriate way, speak with any witnesses, review previous records and interventions, and document our findings.

7.2 **Decision and notification.** The decision is made by the DSL and Directors. Parents are notified by telephone where possible, followed by written notification within 24 hours. The written notification sets out the reason for the exclusion with specific details, the start and end dates, the parents' right to make representations, any conditions for return, and details of the return meeting.

7.3 **During the exclusion.** Parents provide supervision and education during the exclusion. The child does not attend Beehub sessions or Beehub events during this period.

7.4 **Return meeting.** A meeting is held before the child returns, in person or online. A reintegration plan is agreed, any ongoing support is discussed, and expectations are clarified.

8. Permanent exclusion procedure

8.1 **Investigation and decision.** A thorough investigation is carried out as set out in clause 7.1, all alternatives are considered, and the decision is made jointly by the Directors and the DSL. Independent advice is sought where appropriate.

8.2 **Notification.** Parents are notified by telephone, followed by formal written notification within 24 hours. The written notification sets out the decision and the reasons for it in full, the effective date, the right to submit written representations within ten working days, the review process, and the financial position under section 10.

8.3 **Review.** Parents may submit written representations within ten working days. The review is conducted by an independent third party, or by a Director who was not involved in the original decision where that is possible. The review considers whether the procedures in this policy were followed, whether the decision was reasonable and

proportionate, and any new information provided by parents. The outcome is communicated in writing within ten working days of the review.

8.4 Effect. Permanent exclusion brings the contractual relationship to an end on the effective date. Personal belongings are returned, and records are retained in accordance with section 11.

9. Parents' rights

9.1 Parents have the right to receive clear written communication about our concerns before any exclusion, except where an immediate response is required; to be told the reasons for an exclusion, with the specific evidence relied on; to submit written representations within the timeframes set out in this policy; to request a review of a permanent exclusion decision; to be accompanied by someone of their choosing at any meeting held under this policy; and to access records relating to their child, subject to data protection law and to the confidentiality of third parties.

9.2 Meetings held under this policy are informal discussions rather than legal proceedings, and are conducted on that basis.

9.3 This policy sets out the full process available within Beehub. Beehub is not a school and does not operate an independent appeal panel. Parents who remain dissatisfied may use our Complaints Policy, complain to Ofsted, or take independent advice.

10. Fees and refunds

10.1 Where Beehub permanently excludes a child, fees are payable up to and including the effective date of the exclusion only. The account is recalculated at the weekly rate then in force, in the same way as clause 7.8 of our Terms and Conditions, and anything already paid that covers session weeks after the effective date is refunded within 14 days. This applies whether fees are paid half termly or monthly.

10.2 The notice period in section 7 of our Terms and Conditions does not apply where Beehub withdraws a place under this policy.

10.3 Where a family chooses to withdraw a child, including before permanent exclusion proceedings have concluded, section 7 of our Terms and Conditions applies in full. Fees remain payable for the notice period whether or not the child attends, and refunds are not given for sessions a child does not attend.

10.4 Where a child is excluded for a fixed term, the child's place is not withdrawn and fees continue as normal. Refunds are not given for the individual session days missed.

11. Records and data protection

11.1 All records relating to an exclusion are stored securely and confidentially, and are retained for seven years from the date of the exclusion, in accordance with our Data Protection Policy.

11.2 Records include incident reports, communication logs, meeting notes, written notifications, parental representations and review outcomes. They are accessible to parents in relation to their own child, subject to the confidentiality of third parties.

12. Complaints

12.1 A parent who is dissatisfied with how this policy has been applied may raise the matter informally with the Directors in the first instance, or make a formal complaint in writing to contact@beehub.uk under our Complaints Policy. We will acknowledge a written complaint within three working days and respond in writing within ten working days.

12.2 The complaints process is separate from the review process in clause 8.3. A parent may also complain to Ofsted at any time on 0300 123 1231, quoting our registration number 2793276.

13. Staff training, review and acknowledgement

13.1 Staff receive training in behaviour management, de-escalation, the implementation of this policy, and their safeguarding and welfare responsibilities.

13.2 This policy is published at beehub.uk and is reviewed annually by the Directors and the DSL, or sooner if required by a change in legislation, following a serious incident, or where a review is recommended externally or requested by parents or staff.

13.3 By accepting a place at Beehub, parents confirm that they have read and agree to this policy, alongside our Terms and Conditions and our other published policies.

Reviewed and updated by Tom Smith (Director) and Ruth Lovegrove (General Manager and Designated Safeguarding Lead). Version: September 2026. Next review: September 2027.

Brighton Evolving Education Hub Ltd is a company limited by guarantee, registered in England and Wales, company number 14900560. Registered office: 85 Church Road, Hove BN3 2BB. Sessions take place at One Church, Florence Road, Brighton.