



Beehub Exclusion Policy

Brighton Evolving Education Hub (Beehub)

Reviewed: October 2025

1. Introduction and Purpose

Brighton Evolving Education Hub (Beehub) is committed to providing a safe, inclusive, and nurturing learning environment for all children in our care. This Exclusion Policy outlines the circumstances under which exclusion may be necessary, the procedures we follow, and the rights of all parties involved.

We recognise that exclusion is a serious measure that should only be used as a last resort when all other strategies have been exhausted, or when the safety and wellbeing of the child, other children, or staff is at immediate risk.

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

This policy has been developed with reference to:

- The Education Act 1996 (Section 7 - parental duty to ensure education)
- The Children Act 1989 and 2004 (safeguarding and promoting welfare)
- The Equality Act 2010 (protected characteristics and reasonable adjustments)
- Human Rights Act 1998
- Health and Safety at Work Act 1974
- Common law duty of care

Important distinction: Beehub is not a school and therefore exclusions are not governed by Department for Education statutory guidance on school exclusions. However, we apply principles of natural justice, fairness, and proportionality in all our decision-making.

Parents choose to enrol their children at Beehub voluntarily and enter into a contractual relationship governed by our Terms and Conditions. Beehub reserves the right to terminate this contract where necessary to protect the welfare of children and staff or to maintain the integrity of our educational provision.

3. Types of Exclusion

3.1 Internal Exclusion

Temporary removal from group activities while remaining on premises under staff supervision (rarely used and only in immediate response to an incident). Students may be asked to sit in another room with a different teacher and class if they are not able to be in their normal class for whatever reason.

3.2 Fixed-Term Exclusion

Temporary exclusion for a specified period (typically 1-3 days). The child may not attend Beehub during this period.

3.3 Permanent Exclusion

Permanent withdrawal of the child's place at Beehub, terminating the contractual relationship.

3.4 Immediate Exclusion with Notice

In exceptional circumstances involving serious safeguarding concerns or immediate risk, Beehub reserves the right to exclude a child with immediate effect while following the procedures outlined in this policy.

4. Grounds for Exclusion

Exclusion may be considered in the following circumstances:

4.1 Behaviour-Related Grounds

- **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**, including physical, verbal, emotional, or cyber-bullying
- **Discriminatory behaviour** based on protected characteristics (race, religion, disability, sexual orientation, gender identity, etc.)
- **Sexual harassment or misconduct**

- **Possession or use of weapons** or items intended to cause harm
- **Substance misuse** (bringing, possessing, or being under the influence of illegal drugs, alcohol, or other harmful substances)
- **Theft or deliberate damage** to property
- **Persistent violation** of the Mobile Phone Policy or 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 Parental Conduct-Related Grounds

Exclusion may also result from parental behaviour, including:

- **Aggressive, threatening, or abusive behaviour** towards staff, volunteers, or other parents
- **Failure to engage** with staff regarding concerns about the child's behaviour or wellbeing despite repeated attempts
- **Refusal to attend** required meetings within the specified timeframe (generally 3 weeks)
- **Persistent failure to adhere** to Beehub policies, including attendance, punctuality, illness protocols, or payment terms
- **Providing false or misleading information** during the application or enrolment process
- **Breach of confidentiality** or misuse of information about other children or families
- **Actions that undermine** the safety, welfare, or educational provision at Beehub
- **Taking legal action**, if a parent or guardian chooses to take legal action against Beehub, then the student's place will be immediately suspended.

4.3 Safeguarding and Welfare Grounds

- **Beehub's inability to meet** the child's identified needs safely within our group setting, despite reasonable adjustments
- **Serious safeguarding concerns** that cannot be adequately managed within the setting
- **Medical or behavioural needs** that pose significant risk and cannot be safely managed with available resources

5. Exclusion Procedures

5.1 Decision-Making Authority

Decisions regarding exclusion will be made by:

- The Designated Safeguarding Lead (DSL) - Ruth Lovegrove
- The Directors of Beehub
- In serious incidents, consultation with other relevant staff members

5.2 Immediate Response to Serious Incidents

In cases of serious incident requiring immediate action:

1. The safety and welfare of all children and staff will be prioritised

2. The child's parent/guardian will be contacted immediately
3. The parent will be required to collect the child as soon as possible
4. An incident report will be completed on the day of the incident
5. A decision regarding further action (including potential exclusion) will be made within 24-48 hours

5.3 Fixed-Term Exclusion Procedure

Step 1: Investigation

- Gather all relevant information about the incident(s)
- Speak with the child involved (age-appropriate)
- Speak with any witnesses (staff and/or children)
- Review previous records and interventions
- Document all findings

Step 2: Decision and Notification

- Decision made by DSL/Directors
- Parents notified by telephone (where possible) followed by written notification within 24 hours
- Written notification will include:
 - Reason for exclusion with specific details
 - Duration of exclusion (start and end dates)
 - Right of parents to make representations
 - Conditions for return (if applicable)
 - Review meeting details

Step 3: During Exclusion

- The student excluded should have no contact with other Beehub children during this period
- Parents expected to provide supervision and education during exclusion
- No refund of fees for excluded days

Step 4: Return Meeting

- Meeting held before child returns (in person or virtually)
- Reintegration plan developed
- Any ongoing support measures discussed
- Expectations clarified

5.4 Permanent Exclusion Procedure

Step 1: Investigation and Decision

- Thorough investigation as outlined above
- Consideration of all alternatives
- Decision made collectively by Directors and DSL
- Additional legal advice sought if appropriate

Step 2: Notification

- Parents notified by telephone followed by formal written notification within 24 hours
- Written notification will include:
 - Full details of the decision and reasons
 - Effective date of exclusion
 - Right to submit written representations within 10 working days
 - Process for review (if applicable)
 - Financial implications regarding fees

Step 3: Review Process

- Parents may submit written representations within 10 working days
- Review conducted by Director not involved in original decision (where possible) or independent third party if necessary
- Review considers:
 - Whether procedures were followed correctly
 - Whether decision was reasonable and proportionate
 - Any new information provided by parents
- Review outcome communicated in writing within 10 working days
- Decision of review panel is final

Step 4: Termination of Contract

- Permanent exclusion terminates the contractual relationship
 - Fees are calculated according to Terms and Conditions:
 - If exclusion occurs mid-half-term, fees already paid are non-refundable
 - No future fees are owed from the effective date of exclusion
 - Personal belongings returned
 - All records maintained in accordance with data protection legislation
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6. Parental Rights and Representations

Parents have the right to:

- **Receive clear written communication** about any concerns before exclusion (except in emergency situations)
- **Be informed of the reasons** for exclusion with specific evidence from completed incident forms and emails
- **Submit written representations** within specified timeframes
- **Request a review** of permanent exclusion decisions
- **Be accompanied by a supporter** (but not legal representation) at meetings
- **Access records** relating to their child subject to data protection legislation

What parents do NOT have:

- An automatic right to continue at Beehub if the contractual terms have been breached
 - A right to extended appeals processes beyond those outlined in this policy (Beehub is not a school)
 - A right to disrupt the setting or staff while pursuing complaints
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8. Record Keeping and Data Protection

All exclusion-related records will:

- Be stored securely and confidentially
- Be retained in accordance with GDPR and data protection legislation
- Be accessible to parents regarding their own child (subject to third-party confidentiality)
- Document decisions, evidence, and rationale clearly
- Be maintained for 7 years from the date of the exclusion

Records will include:

- Incident reports
 - Communication logs
 - Meeting notes
 - Written notifications
 - Parental representations
 - Review outcomes
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9. Financial Implications

9.1 Fixed-Term Exclusion

- Fees already paid for the half-term are non-refundable
- No credits or refunds for excluded days
- Future half-term fees remain payable if child returns

9.2 Permanent Exclusion

- Fees for the current half-term (already paid) are non-refundable
- No fees owed for future half-terms from the effective exclusion date
- Any advance payments for future half-terms will be refunded pro-rata

9.3 Parental Notice Requirements

- The usual half-term notice period for withdrawal does NOT apply in cases of exclusion initiated by Beehub
 - If parents withdraw their child before permanent exclusion proceedings conclude, standard notice requirements apply
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10. Communication and Transparency

This policy will be:

- Made available on the Beehub website
- Reviewed annually or following any significant incident
- Implemented fairly and consistently

Staff will receive training on:

- Behaviour management strategies
 - De-escalation techniques
 - Implementation of this policy
 - Safeguarding and welfare responsibilities
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11. Complaints

If parents are dissatisfied with the implementation of this policy, they may:

1. Raise concerns informally with Directors in the first instance
2. Submit a formal written complaint to: contact@beehub.uk
3. Expect a written response within 10 working days

Note: This complaints process is separate from the exclusion review process outlined in Section 6.

12. Policy Review

This policy will be reviewed annually by the Directors and DSL, or sooner if:

- Required by changes in legislation
- Following a serious incident
- Recommended by external review
- Requested by parents or staff

Next Review Date: October 2026

13. Acknowledgement

By enrolling their child at Beehub, parents acknowledge that they have read, understood, and agree to abide by this Exclusion Policy alongside all other Beehub policies.

Contact Information:

Brighton Evolving Education Hub

Email: contact@beehub.uk

Telephone: 07376 736492

Designated Safeguarding Lead: Ruth Lovegrove

Deputy DDSL : Tom Smith

Directors: Ruth Lovegrove and Tom Smith

Brighton Evolving Education Ltd - Company Number 14900560

Reviewed and updated - October 2025 - Ruth Lovegrove, Tom Smith (Directors)