

**Royal Alexandra & Albert School
(the charitable Foundation (“the Foundation”),
registered charity no. 311945)**



Foundation Complaints policy

Applies to	Foundation
Governing Body approval required	No; approval by Foundation Board of Management only.
Accountable Executive	Bursar
Status & Review Cycle	Non-Statutory, 3 yearly
Last approval	June 2024

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Whilst we make every effort to meet peoples' expectations, circumstances may arise where an individual has a concern and wishes to bring this to our attention. We will take all reasonable steps to resolve the situation, in everyone's best interests.

For very serious concerns, such as an individual's safety being placed at immediate risk, we will take such action as is appropriate. For example, by calling the emergency services.

1. Complaints about services provided under any parent contract for boarding or flexi boarding or any other parent contract entered into with the Foundation (together referred to collectively below as the 'Parent Contract')

The Foundation is a separate legal entity from the School, although both entities share the same name of 'The Royal Alexandra & Albert School'.

All charges and supplemental charges payable by parents are paid to the Foundation under the terms and conditions contained in the Parent Contract, as amended from time to time.

The Foundation delegates the delivery of all services under the Parent Contract to the Governing Body and operational delivery of those services is the responsibility of the Senior Leadership Team of the School.

In the event of dissatisfaction with any aspect of service provided under the Parent Contract, a concern or complaint can and must only be made using the School Complaints procedure as set out in the Parent Contract.

Following any investigation under the School Complaints procedure:

- If the complaint against the School is upheld in whole or part, the Bursar may consider it appropriate and fair in sufficiently serious cases to partially or wholly waive any charges payable under the Parent Contract on a fully discretionary basis.
- In the event that all stages of the School Complaints Procedure have been exhausted and there remains a dispute between the Parent(s) and the Bursar as to whether the outcome warrants any waiver of charges, the Parent(s) may request the Clerk to the Foundation to refer the matter to the Foundation Board of Management (Trustees) for final review by the trustee responsible for complaints review.

The Foundation is a charity and trustees are under a legal obligation to act in the best interests of the charity and to manage the charity's resources responsibly: any decision to waive charges due under the Parent Contract will be made in line with these principles.

2. Informal complaints about any other matter (not relating to services provided under Parent Contracts)

Any non-staff member who has a concern to raise with the Foundation should initially raise this with the person with whom they are in contact with at the time, as this enables us to respond and deal with an issue quickly. Staff members should raise concerns in accordance with relevant HR policies and procedures.

We will seek to resolve this and meet any reasonable expectations the individual may have, ideally to his or her satisfaction. At the time the complaint is raised, the following details should be recorded:

- The complainant's name and contact details, unless he/she is unwilling to provide these.
- The nature of his/her concern and anything that he/she wishes to be done about it.
- The circumstances surrounding the complaint, including when, where any action that was taken and the details of others who were present/involved.

All relevant details should then be passed as soon as possible to the Clerk to the Foundation who will inform the nominated lead trustee for complaints where appropriate.

3. Formal complaints about any other matter (not relating to services provided under Parent Contracts)

Where an individual wishes to make a formal complaint against the Foundation, he/she should contact the Clerk to the Foundation and will be provided with the e mail address of the nominated lead trustee for complaints. Correspondence should be marked private and confidential.

To help resolve the complaint as quickly and effectively as possible, the individual making the complaint should do so as soon as possible and should include in it:

- Name, organisation (if relevant), address, telephone number and e mail.

If you do not wish to be contacted in a particular way, please let us know and we will of course respect this.

- As much information as possible, such as what happened, where, when (date/time), who was present and any action taken, and by whom.
- What it is you felt to be unsatisfactory.
- What you believe should be done to address your concern.

Receipt will be acknowledged, if possible, within 7 working days (Saturdays excepted). The complaint will then be investigated. If necessary, specialist advice will be sought. Where clarification or further information is felt to be necessary, the trustee will contact the person complaining to request this.

A response will be sent within 14 working days. If this is not possible, a holding reply will be sent after 14 days advising when we estimate the investigation will be completed. The complaint response will explain our findings and what action we will be taking/have taken, subject to the constraints of the Data Protection Act, which will almost certainly not allow us to disclose sensitive personal information.

If the complainant is not satisfied with the response, he or she may appeal the decision, by writing to the Chair, the contact details of whom will be included in our response. Appeals must be submitted within 28 days of our response to the complaint.

The appeal should be specific about why the individual feels the decision made was wrong and provide the facts and information necessary to demonstrate this.

A decision will be notified within 28 days and will be final.

4. Wider action

Irrespective of the outcome of any complaint, we will consider if there is any requirement in respect of wider action and/or statutory reporting to the Charity Commission, H&SW Executive, other regulator, or the Police.

Consideration will also to be given to whether any changes should be made to policies, procedures, training etc to see if anything might reasonably be done to prevent a similar issue arising in future.

5. Anonymous complaints

Anonymous complaints will be recorded and any facts available looked in to. However, in doing so we will be mindful that anonymous complaints can

sometimes be malicious. Everyone involved in our work, even incidentally, has a right to complain and we will hold anyone accountable but, equally, individuals have a right to be protected from unsubstantiated and, potentially, malicious allegations.

Consequently, anyone wishing to complain is strongly encouraged to provide the information requested above and his or her contact details. This will also allow us to advise him or her of the outcome.

6. Potential compensation claims

If a complaint may potentially result in a claim for compensation, such as damage or loss to property, or personal issue, our insurers are to be notified.

7. Confidentiality

The complaint will be treated as confidential and any communication on this issue, including responding to the complainant, will be subject to compliance with the Data Protection Act.