

## Guardianship Agency and Parent(s) Agreement

### Parties

1. Academic Guardians UK is a limited company registered in England with company number 08761243, whose registered office is at Capital Offices, Kemp House, 152-160 City Road, London, EC1V 2NX ('Academic Guardians UK' or 'we').
2. The Parent(s) whose details and signatures appear at the end of this agreement ('you').

### Agreed terms

#### 1. Terms and conditions

These terms and conditions constitute the entire contract between Academic Guardians UK and you (the Agreement).

#### 2. Definitions

**"Guardian"**- means the person or body responsible for the care of the Student while he/she is in the UK. The responsibilities of the Guardian will include caring for the Student as would a responsible and caring parent by, for example, being in regular contact with the Student and providing advice and support as necessary. Responsibilities also include being authorised to make certain decisions concerning the Student on your behalf, for example, decisions regarding emergency medical and dental treatment and matters of a disciplinary nature. Further details are set out in section 7 below.

**"Homestay Host Family"**- means the Homestay Host Family which will be appointed by us to provide accommodation, meals and care for the Student. As far as is practicable, we will try to appoint the same Homestay Host Family for the Student for the whole of their time in the UK.

**"Student"**- means the Student whose details are set out at the end of the Agreement.

**"Student Expenses Account"**- is an account held by us, and to which you make regular payments, as set out in section 8.3 below. The money in this account is to be used to cover expenses incurred by the Student during their time here, or when they are with the Homestay Host or by us on behalf of the Student, for example: homestay host accommodation, transport costs, outings, mobile phone vouchers, pocket money.

### 3. Appointments

You hereby appoint Academic Guardians UK to act as a Guardian and to arrange Homestay Host Families (as and when necessary) for the Student whilst he/she is attending a boarding school / university here in the United Kingdom.

### 4. Duration of this agreement

Subject to clause 9, we will act as Guardian from the time that the Student arrives in the UK, until the time that the Student leaves the UK. We will appoint a Host Family who will accommodate the Student and provide meals, as set out below in section 7.4, for exeats, half term, beginning and end of terms and when the Student is ill or otherwise off school unexpectedly for short periods. It is expected that the Student will leave the UK and return home for Easter, Christmas and Summer holidays unless otherwise requested.

### 5. Your authority and declarations

**5.1 Parental responsibility:** You confirm that you have parental responsibility (i.e. legal responsibility) for the Student and that no other person's consent is required for this Agreement.

**5.2 Authority:** You confirm that you authorise Academic Guardians UK to act as a Guardian for the Student whilst they are in the UK. You confirm that you authorise Academic Guardians UK to select and appoint a suitable Homestay Host Families and in good faith, to decide any matter (including emergency medical, dental treatment and matters of a disciplinary nature) that may affect the Student's welfare. You also confirm that you will notify us in writing of any special consent to be given or withheld while the Student is in our care i.e. guidelines on going out with friends, pocket money limits, participation in dangerous sports and activities.

**5.3 Physical contact:** From time to time the Student will participate in social activities arranged by the Homestay Host Family or by us. You consent to the Student's participation in such activities including contact and non-contact sports.

**5.4 Confidentiality:** You authorise Academic Guardians UK to override your own (and so far as you are entitled to do so) the Student's rights of confidentiality, in order to impart confidential information on a "need to know" basis where

necessary to safeguard or promote the Student's welfare.

**5.5 Disclosures:** You confirm that you have already provided and will continue to provide us with details of any medical conditions (including allergies), health problems, disability, special educational needs, or learning difficulties, including behavioural, emotional and/or social difficulties. You confirm that the details you have provided and will continue to provide are complete and accurate in all respects. You confirm that you will inform us immediately if these details change, or if your own circumstances or contact details change.

**5.6 Adult supervision:** Students are not permitted to stay overnight in any location without the supervision of an adult over 25 years of age, including in hotels. If you or the Student breach this obligation you acknowledge and accept that we do not accept any liability for any consequences that may arise.

**5.7 Travel:** The Student is not permitted to travel independently on public transport without your prior written consent if they are under 16.

**5.8 Behaviour:** The student must obey the laws of the United Kingdom, especially regarding alcohol, tobacco and drugs. The student must comply with the rules of the School, the Guardian and those set by the Homestay Host where applicable. Great emphasis is placed on good behaviour, courtesy, integrity, good discipline and respect for the needs and cultural differences of others. You understand that your child needs to be well behaved and respectful to us, the Homestay Host and their home, will attend each school day, will be punctual and will work hard.

**5.9 Photographs:** From time to time we would like to take photographs of the for use in marketing materials and case studies. By entering into this Agreement you consent to our taking and using photographs of the Student for these purposes. If you do not wish us to take or use photographs of the Student, please specify this to us in writing when you return the signed copy of this Agreement.

## 6. Parent(s) responsibilities

**6.1 Visa:** You confirm that you understand that it is your responsibility to arrange for the Student's visa to study here in the UK.

**6.2 Insurance cover:** The Student's school can give you full information on insurance cover they provide including any which may apply to the Student when in the UK but not at school. It is then your responsibility to arrange any other insurance cover that you may require.

**6.3 Indemnity:** You agree to indemnify us against any liability which we may incur in respect of breach of a duty of care and/or breach of contract caused by (or contributed to by) anything which you or the Student does, or fails to do, in breach of your obligations under this Agreement.

**6.4 Payment:** You agree to pay the Fees in accordance with the provisions on Fees set out in section 8 below, and to terminate this agreement only in accordance with the provisions on notice set out in section 9 below.

**6.5 Liability for damage:** You shall be responsible for any loss or damage caused by the Student to Academic Guardians UK or the Homestay Host Family and you agree to indemnify us against any such loss or damage.

### 6.6 Notice:

You agree to provide us - all relevant transportation details to and from the UK, at least 30 days before the event, where possible. For exerts, half-terms, holidays, or any other period requiring **Homestay Host Family accommodation**, we require detailed responses to our 'Arrangement Requests' within 14 days of our communication with you. Failure to reply and provide us with the timely, necessary information will result in a default homestay being booked. Cancellation of this booking once made, will incur additional fees being applied to your account. The fees to be applied are detailed as follows:

- Changes made within 14 days of the start of the period of stay will be charged to you at 50% of estimated cost. Changes made within 7 days will be charged to you at 100% of estimated cost.

- Late supply of information to us beyond the 30 day and 14 day notice will incur an additional £25 administration charge.

**6.7 Contact:** You agree to be available for contact during the period of stay on the contact details you have provided to us, for any emergency issues that may arise.

## 7. Guardian's Responsibilities

**7.1 Responsibilities:** Our responsibilities and those of the Homestay Host Family arise only when the Student is in the United Kingdom.

**7.2 Appointment of a Homestay Host Family:** We agree to select and appoint a Homestay Host Family that is known to us, as defined in section 2 above, to provide accommodation and meals for the Student. We provide the Homestay Host Family with a Code of Practice. In the unlikely event that the Student is unhappy with the Homestay Host arrangement, we will do what is reasonable to mediate and, if necessary, to find an alternative Homestay Host Family.

**7.3 Safeguarding:** We undertake to carry out appropriate checks as to the suitability of the Homestay Host Family, including DBS checks, on all persons over the age of 16 living in the Homestay Host Family home. We will carry out an interview and an assessment of the Homestay Host Family, in the family home and we will request personal and professional references.

**7.4 Accommodation and meals:** We agree to ensure, with appropriate interviews, inspections and checks, that the Homestay Host Family provides a high standard of accommodation and meals for the Student for the periods of the Student's stay. Ensuring that the student as a minimum feels safe, warm and welcome.

**7.5 Travel:** Provided we have been given timely, correct and relevant flight details, (30 days prior to the Student's arrival in the UK), we will provide you with all necessary information regarding their travel arrangements within the UK.

We will arrange for the Student's collection from the airport and to the School/Homestay Host Family home when he/she first arrives, as well as the travel arrangements to ensure the Student's

return to the airport at the end of their stay if required.

We will also arrange transport to and from Homestay Host Families during school breaks if required. Travel will be charged as an extra expense, and paid for from the Student Expenses Account, as detailed in section 8.3.

**7.6 Contact with the School:** We will maintain good contact with the Student's School, ensure attendance by a representative of Academic Guardians UK at all parents' evenings subject to the guardian package selection and school events where reasonably possible and requested by you. We cannot accept responsibility for educational and pastoral matters arising at School, but will provide assistance where possible.

**7.7 Contact with you and the Student:** We will keep in regular contact with the Student, be contactable always in case of an emergency and respond accordingly. We will maintain regular contact with you and keep you updated on a regular basis as to the Student's progress at school and with the Homestay Host Family. We will notify you as soon as possible in the event of a serious problem. We will provide a 24-hour emergency contact service for the benefit of you and the student.

**7.8 Releasing care:** We will not accommodate or release care of the Student without your prior knowledge and consent to do so.

**7.9 Other responsibilities:** We agree to carry out the services set out in Appendix 1 whilst the Student is in the UK and we agree to carry them out in accordance with our Safeguarding Policy

**7.10 Emergency Contact:** The 24hour emergency contact mobile number is: +44 (0) 7931 954 106

## 8. Fees

**8.1 Fees:** All Fees are payable in advance, except expenses and the cost of repairing damage caused by the Student which will be taken from the Student Expenses Account or charged to your account at the time such cost is known. Both the Guardianship Fee and the Student Expense Account Fee are payable in advance of the start of term.

**8.2 Fee rates:** The fee rates are set out in the fees list. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

**8.3 Student Expenses Account payment:** You are required to pay £750.00 as a Student Expenses Account deposit payment before the start of the first term. Costs incurred during each term will be deducted from the Student Expenses Account as necessary. These include, but are not limited to, Homestay requirements, travel, pocket money, repairs, damage and school uniform. However, except in an emergency, we will seek authorisation from you for any single amounts totaling, more than £20. You will be required on subsequent invoices to pay further sums to ensure that the Student Expenses Account is sufficient to cover future expenses incurred. Any balance of the Student Expenses Account will be carried forward to the next academic term or repaid to you by means of credit without interest to the final sums due to Academic Guardians UK on leaving.

**8.4 Refund/ waiver:** Fees will not be refunded or waived:

8.4.1 for absence through sickness;

8.4.2 if a school term is shortened or a vacation extended;

8.4.3 for any cause

**8.5 Late Payment:** If any of our fees are not paid by the due date, we may charge interest on any balance outstanding at the rate of 4% per year Lloyds Bank base rate.

**8.6 Extended Guardianship:** If your child stays with an Academic Guardians UK Homestay Host Family for the entire duration of the longer School Holidays (ie: Christmas, Summer or Easter) a charge of £150 plus VAT will be applied for extended guardianship services.

## 9. Termination of the Agreement and notice

**9.1 Notice of termination:** Unless there are exceptional circumstances which justify short notice, as discussed with and agreed to by us in writing, you will give us at least one School Term's written notice before bringing this Agreement to an end. If you fail to give the required notice, you will be charged

guardianship Fees for one full School Term, in lieu of notice.

**9.2 Unpaid fees:** We will release the care of the Student at your expense should the fees remain unpaid after three days' written notice to you.

**9.3 Termination due to the Student's or your conduct:** We may deem it necessary to terminate this agreement immediately if, after consultation with the you and where appropriate, the Student, if we are of the opinion that by reason of the Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the arrangements, or if you have treated us or a member of our staff unreasonably. We shall act with procedural fairness in all such cases, and shall have regard to your interests and those of the Student, but our decision will be final.

## 10. Cooling off period

In accordance with Consumer Rights Legislation, you have the right to cancel this Agreement within 14 days of signing it, without giving any reason. The cancellation period will expire 14 days after the date of the Agreement. However, if you confirm to us you wish us to start to provide the services during the 14- day cancellation period then you lose your right to cancel. If you cancel this Agreement in accordance with the cooling off period in clause we shall reimburse to you all payments received from you promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.

## 11. Legal liability

Unless our negligence or breach of our obligations under this Agreement causes injury, loss or damage, we cannot accept responsibility for any loss or damage arising from or caused by any act or omission by us, any of our staff or any member of the Homestay Host Family, or the Student. We shall not be responsible for any loss or damage that results if you have not provided us with the timely requested or relevant information about you or the Student to enable us to provide our services in accordance with this Agreement. We shall not be liable for any indirect or consequential losses or any business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity. Our total liability to you is limited to the amount of fees paid by you for our services.

We do not exclude or limit our liability for:

- death or personal injury caused by our negligence or the negligence of our officers, employees, contractors or agents; or
- fraud or fraudulent misrepresentation; or
- any liability which may not be excluded by law.

## 12. Data Protection

You confirm that all information provided by you to Academic Guardians UK is correct, accurate and up-to-date. Subject to the General Data Protection Regulations (GDPR) 2016 you consent on behalf of yourselves, and where appropriate, on behalf of the Student, to our collecting, using and disclosing information about you and the Student as necessary to perform our obligations under this Agreement. In particular we shall share the information on the Student's profile with the Homestay Host Families, with Schools and with any other relevant third party in order to perform our obligations under this Agreement.

In doing this we will ensure that we will:

- process the data lawfully in a clear, fair and transparent manner
- collect data only for the purpose of performing our obligations under this agreement
- only collect data that will be adequate, relevant, accurate and up to date and limited to what is necessary
- only retain data for as long as necessary to meet our compliance and statutory obligations
- process data securely during all stages of performing our obligations under this agreement

## 13. Complaints and problems

You must notify us at once if you or the Student has a problem or concern with, or wishes to make a complaint against, any member of the Homestay Host Family or against any member of Academic Guardians UK staff. In the first instance, please contact Dawn Kettle or, if the complaint concerns Dawn Kettle, then please contact Andrew Kettle.

A copy of our Complaints Procedure is available on our website (home Page) or upon request from head office.

## 14. Third party rights

Only Academic Guardians UK and the Parent(s) are parties to this agreement. Neither the Student nor the Homestay Host Family nor any third party is a party to it.

## 15. Legal contract

A legally binding contract will be formed once a person duly authorised by Academic Guardians UK has signed and dated this agreement, which has previously been signed by you.

## 16 Governing law

This agreement is governed exclusively by and is to be construed in accordance with the law of England and Wales.

### Parties Signature

Student: \_\_\_\_\_

School: \_\_\_\_\_

Date: \_\_\_\_\_

### On behalf of 'Academic Guardians UK Ltd'

Name: Dawn Kettle  
\_\_\_\_\_

Position: Director  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### On behalf of 'The Parents'

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_