

## GUARDIANSHIP - PARENT CONSENT / AGREEMENT Terms and Conditions

This agreement is made and entered into by and between:

1. **UK Guardians** a limited company registered in England with company name UKG Ltd and company number 09497743 whose registered office is at New Barn House, Derritt Lane, Bransgore, Hampshire, BH23 8AX, UK
2. **The Parent(s)** whose details and signatures appear at the end of this agreement ('you').

### 1. Agreed terms

- 1.1 These terms and conditions constitute the entire contract between UK Guardians and you the parents

### 2. Definitions

**Guardian:** means the person or body responsible for the care of the Student while he or 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.

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

**Student:** means the Student/Child whose details are set out at the end of the Agreement.

**Student Expenses Account:** The 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 Host Family or by us on behalf of the Student, for example: host family accommodation, transport costs, outings, mobile phone vouchers, pocket money, extra uniform.

### 3. Appointments

- 3.1 You hereby appoint UK Guardians to act as an Educational Guardian and to arrange a Host Family for the Student whilst he or she is attending a school in the UK.

### 4. Duration of this agreement

- 4.1 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 7.5, for exaets, half term, beginning and end of terms and when the Student is ill or otherwise off school unexpectedly for short periods such as suspension. 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 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 You confirm that you authorise UK Guardians to act as an Educational Guardian for the Student whilst they are in the UK. You confirm that you authorise UK Guardians to select and appoint a suitable Host Family and in good faith, to decide any matter (including emergency medical and 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 Curfew times, going out with friends, pocket money limits, or participation in dangerous sports.
- 5.3 **Physical contact:** From time to time the student will participate in social activities arranged by the 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 UK Guardians 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 condition including allergies, health problems, disability, special educational need, or learning difficulty of the student as well as any behavioral, emotional and or social difficulty of the student. 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 straight away 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 The student is not permitted to travel independently on public transport without your prior written consent if they are 16 or under. Please refer to the handbook for Curfew times.

- 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 and those set by the Host Family where applicable. We attach importance to good behaviour, courtesy, integrity, good discipline and respect for the needs of others. You understand that the student needs to be well behaved and respectful to us, the Host Family and their home, will attend each school day, will be punctual and will work hard.

- 5.9 **Photographs:** We would like to take photographs of the student from time to time 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 I 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 UK Guardians, or the Host Family and you agree to indemnify us against any such loss or damage.
- 6.6 **Information:** You agree to provide all relevant flight details to and from the UK to us at least two weeks before the event. For exaets, half-terms, holidays, or any other period requiring Host Family accommodation, we also require two weeks' notice. Changes made within 10 days of the start of the period of stay will be charged to you at 50% of the estimated cost.
- 6.7 **Emergency contact:** You agree to be available for contact during the period of stay on the contact details provided below for any emergency issues that may arise.

## 7. Guardian's Responsibilities

- 7.1 Responsibilities:** Our responsibilities and those of the Host Family arise only when the student is in the United Kingdom.
- 7.2 Appointment of a Host Family:** We agree to select and appoint a Host Family that is known to us, as defined in section 2 above, to provide accommodation and meals for the student. We provide the Host Family with a Code of Practice in the form of a detailed Host Family Handbook outlining our high expectations and standards. In the unlikely event that the student is unhappy with the Host Family, we will do what is reasonable to mediate and, if necessary, to find an alternative Host Family.
- 7.3 Safeguarding:** We undertake to carry out appropriate checks as to the suitability of the Host Family, including DBS checks, on all persons over the age of 16 living in the Host Family home. We will carry out an interview and an assessment of the Host Family, in the family home and we will request two references. UK Guardians policies are all available to view on our website [www.ukguardians.co.uk](http://www.ukguardians.co.uk) under the Guardianship tab. Please carefully read our Safeguarding and Missing Student policies. If you would like hard copies of these policies, then please let our head office know on [helen@ukguardians.co.uk](mailto:helen@ukguardians.co.uk).
- 7.4 Accommodation and meals:** We agree to ensure, with appropriate interviews, inspections and checks, that the Host Family provides a high standard of accommodation and meals for the student for the periods of the Student's stay.
- 7.5 Travel:** Provided we have been given correct and relevant flight details, two weeks 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 Host Family home when he or 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 Host Families during School breaks if required. Travel will be charged as an extra expense, and paid for from the Student Expenses Account, airport transfers will be charged to the student expense account plus the cost of airport parking and any congestion or ULEZ charges. Airport transfers may also incur additional waiting time charges. Quotes will be provided.
- 7.6 Contact with the School:** We will maintain good contact with the Student's School and ensure attendance by a representative of UK Guardians at all parents' evenings 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 always keep in regular contact with the Student and be contactable in case of an emergency. We will keep in touch with you and keep you up to date on a regular basis as to the students' progress at school and with the Host Family. We will notify you as soon as possible in the event of a serious problem. We will provide a 24-hour contact service for you and the students.
- 7.8 Releasing care:** We will not accommodate or release care of the Student without your prior knowledge.
- 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

- 8.4 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 UK Guardians on leaving.
- 8.5 Payment Methods:** All invoiced fees can be paid by direct bank transfer or by GlobePay via Wechat and Alipay. Any charges incurred by UKG for international payments will be added to the student expenses.
- 8.6 Homestay fees for boarding students** (school holidays and exeats) are charged at a daily rate e.g. from 4pm Friday – 6pm Sunday will be charged 2.5 days.
- 8.7 Homestay fees for day student's** fees will be charged at a weekly rate. Hosts are paid from Sunday – Saturday inclusive. The weekly host rate will be charged regardless of the arrival or departure date being midweek, e.g. arrival on a Tuesday charge will begin from the previous Sunday. This charge will also be incurred during school holidays not inclusive of summer break, this ensures accommodation is available to the student throughout the school year. At the end of term or on departure day all belongings must be removed. Storage can be provided during holidays for an extra charge.
- 8.8** For long-stay students are a set fee for the full period from Sunday to Saturday weekly regardless of mid-week arrivals or departures (regardless of the date of arrival or departure a full week will be charged).
- 8.9 Mental Health Additional Support**  
 UK Guardians have extensive experience supporting students facing mental health challenges. If a school identifies that a student requires additional mental health support, our premium service will be put in place to ensure the student receives the highest level of care. This service is considered essential in such cases and is charged at £5,500 per year, on a pro-rata basis.

## 9. Termination and Refund policy:

The guardianship service fee is non-refundable.

- 9.1 The agreement** shall take effect once it is signed, and the agreed fee is received. In the case of a visa refusal, an admin fee of 10% of the payment received will be charged once a refusal letter is received.
- 9.2** UKG shall terminate the agreement immediately if the student is excluded by the School. A refund is not permissible.
- 9.3** Two weeks' notice prior to arrival in writing is required should the Parent or the Student wish to cancel any arranged homestay accommodation or taxi transfers for a refund to be considered. The administration fees are non-refundable. If administration fees have not been charged, an administration fee of 10% of the accommodation/transfer fees applies to a refund.
- 9.4** The agreement will be terminated if any of the above conditions are not met.
- 9.5** If your child stays with a UKG Host Family for the entire duration of the longer School Holidays (i.e.: Christmas, Summer or Easter) a charge of £195 will be applied.
- 9.6 Unpaid fees:** We will release the care of the Student at your expense if the fees are not paid immediately after 3 days final notice.
- 9.7 Termination due to the Student's or your conduct:** We may deem it necessary to terminate this agreement if the student is permanently excluded or the Student is unwilling or unable to benefit sufficiently from the arrangements, or if you have treated us or a member of our staff has been treated unreasonably. We shall act with procedural fairness in all such cases and shall have regard for your interests and those of the Student, but our decision will be final and remain.

## 10. Cooling off period

- 10.1** In accordance with Consumer Rights Legislation, you have the right to cancel this Agreement within 14 days of signing it, without giving any reason.
- 10.2** The cancellation period will expire 14 days after the date of the Agreement.
- 10.3** However, if you confirm to us, you wish us to start to provide the services during the 14 days no refund will be made.
- 10.4** If you cancel this Agreement in accordance with the cooling off period, we shall reimburse to you all payments received from you promptly minus an admin fee of £300 plus any bank charges. and using the same means of payment as you used for the initial transaction unless we have expressly agreed otherwise.

**Emergency Mobile Number is: 07833 11 59 15**

## 8. Fees

- 8.1** 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 at the start of the first term.
- 8.2** 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 for a one-year period a minimum of £2000.00 as a Student Expenses Account payment before the start of the first term. Sums incurred during each term will be deducted from the Student Expenses Account as necessary. These include, but are not limited to, Host Family, travel, pocket money, repairs, damage, and school uniform. However, except in an emergency, we will seek authorisation from you for any amounts totaling more than £50. You will be required on subsequent invoices to pay further sums to ensure that the Student Expenses Account is enough to cover expenses incurred. Any balance

**11. Legal liability**

- 11.1 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 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 requested or relevant information about you or the Student to enable us to provide our services in accordance with this Agreement.
- 11.2 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. opportunity.

**12. Data protection**

- 12.1 You confirm that all information provided by you to UK Guardians is correct, accurate and up to date. Subject to the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) of May 2018, 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. We will share your data about you and the student where requested with our Governing Body AEGIS & BSA for their inspection purposes. We shall share the information on the student's profile with the Host Family, with schools and with any other relevant third party in order to perform our obligations under this Agreement. Our Data Protection and Privacy policy is available to view on our website www.ukguardians.co.uk.

**13. Complaints and problems**

- 13.1 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 Host Family or against any member of our staff. In the first instance, please contact April Miller, our Designated Safeguarding Lead on April@ukguardians.co.uk or +44 1425 529118 or, if the complaint concerns April, then please contact Helen Herridge, Company Director on helen@ukguardians.co.uk or 07833115915.
- 13.2 Our complaints policy is available to view on our website www.ukguardians.co.uk under the Guardianship tab.

**14. Third party rights**

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

I understand the agreement and give consent for my child to (please tick)

- Stay in suitable homestay accommodation arranged by UK Guardians when requested.
- I give my consent for UK Guardians to act on my behalf to regulate and correct my child's behavior when necessary.

**15. Legal contract**

By signing this legally binding contract I agree with the content and agree this will be formed once a person duly authorised by UK Guardians has signed and dated this agreement, which has also been signed by myself and that this agreement is governed exclusively by and is construed in accordance with the law of England and Wales.

**Student Name:**

**On behalf of UKG Ltd – UK Guardians**

Name: Helen Herridge

Position: Managing Director

Signature: *Helen Herridge*

Date:

**On behalf of the parents**

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

Signature \_\_\_\_\_

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