



COLLEGE GUARDIANS

YOUR CHILD THE MOST IMPORTANT PERSON IN THE WORLD

1 **These terms and conditions** constitute the entire contract between College Guardians and the Parents (the "Agreement").

2 **The Parties:** The parties to this Agreement are:

2.1 **COLLEGE GUARDIANS**, a trading name of Malvern College Enterprises Ltd whose registered office is College Road, Malvern, Worcestershire, WR14 3DF (**Company No. 02706656**), as now or in the future constituted, and any successor, ("we"/"us") whose address and details are given at the end of this Agreement.

2.2 **THE PARENTS** - ("you") whose details and signatures appear at the end of this Agreement.

3 **Appointment:** You hereby appoint College Guardians to provide education guardianship services for your Child whilst he/she is attending a Kaplan College in the United Kingdom This will include acting as Education Guardian for your Child and if applicable arranging a Host Family.

4 **Definitions and Expressions Used**

4.1 **Host Family:** The Host Family means the family which will be appointed by College Guardians (**where applicable**) to provide accommodation, meals and care for your Child.

4.2 **Education Guardian:** The term 'Education Guardian' means the person or body responsible for the care of your Child while he/she is studying in the UK. The responsibilities of the Education Guardian will include caring for your child as would a responsible and caring parent by, for example, being in regular contact with your Child and providing advice and support as necessary. Responsibilities also include being authorised to make certain decisions concerning your Child 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.

4.3 **The Child:** The Child means the child named at the end of this Agreement.

4.4 **The College:** The College means the Kaplan College at which the Child is to attend whilst in the UK, and at which he/she is a registered pupil.

4.5 **Student Expenses Account:** The Student Expenses Account is an account held by College Guardians. The money in this account is to be used to cover minor expenses incurred by your Child during their time at College in the UK.

5 **Duration of this Agreement**

5.1 **Duration:** We will act as Education Guardian for dates agreed with you in advance as shown on the College Guardians / Kaplan Student Registration form.

6 **Parents' consent and authority**

6.1 **Authority:** You confirm that you authorise College Guardians to act as Education Guardian for your Child for the duration stated on College Guardians Student Registration form. You confirm that you authorise College Guardians (if applicable) to select 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 affects your Child's welfare.

- 6.2 **General Consent:** From time to time your Child will participate in social activities. You consent to your Child's participation in such activities including contact and non-contact sports. Example activities will include but will not be limited to shopping trips, the cinema, bowling and other sporting pursuits.
- 6.3 **Confidentiality:** You authorise College Guardians to override your own (and as far as you are entitled to do so) your Child's rights of confidentiality, and to impart confidential information on a "need to know" basis where necessary to safeguard or promote your Child's welfare, or to avert a perceived risk of serious harm to your Child, or to another person. In some cases, the College or the Host Family (if applicable) may need to be informed of any particular vulnerability your Child may have.

7 College Guardians' Responsibilities

- 7.1 **Responsibilities:** Except where stated otherwise our responsibilities only arise when your Child is in the United Kingdom and not in the care of their College and for the duration set out on the College Guardians Student Registration form.
- 7.2 **To act as Education Guardians:** We agree to act as Education Guardian for your Child for the duration set out on the College Guardians Student Registration form, and as defined at section 4.2 above.
- 7.3 **To appoint a Host Family:** We agree to select and appoint a Host Family (when appropriate) to provide accommodation and meals for your Child, as defined in section 4.1 above, for the duration set out in the Guardianship Plan. We undertake to carry out appropriate checks as to the suitability of the Host Family, including Disclosure and Barring Service checks, on all persons over the age of 18 ordinarily living in the Host Family home. We will ensure, with appropriate interviews, inspections and checks, that the Host Family provides a good standard of accommodation and meals for your Child for the duration of your Child's stay. Unless otherwise agreed, accommodation is half board during the school week (where applicable), and full board at weekends and other non-school days. During holiday periods (i.e. half terms, leave-outs, Christmas and Easter if applicable), accommodation is full board. Half board means the provision of breakfast and evening meal. Full board means the provision of three meals per day with the family according to usual family customs.
- 7.4 **Travel:** We will arrange for your Child's collection from the airport when requested when he/she first arrives, as well as the travel arrangements to ensure your Child's return to the airport at the end of their stay. We will also arrange transport to and from Host Families where appropriate. It is your responsibility to ensure that your child has the correct booking if travelling as an unaccompanied minor.
- 7.5 **Contact with the College:** We will maintain good contact with your Child's College and where applicable when and requested by you will collate all of your Child's school reports.
- 7.6 **Contact with you and your Child:** We will keep in regular contact with your Child, and be contactable at all times in case of an emergency, as detailed in section 7.1. We will keep in touch with you and keep you up to date as to your Child's progress at College. We will notify you as soon as possible in the event of a serious problem.

8 Parents' Responsibilities and Declarations

- 8.1 **Parental Responsibility:** You confirm that you have parental responsibility (i.e. legal responsibility) for your child and that no other person's consent is required for this arrangement.

- 8.2 **Disclosures:** You confirm that you have already provided us with details of any medical condition (including allergies), health problem, disabilities, special educational need, learning difficulty of your Child or their inability to take part in games or sporting activities, in a separate confidential letter. You confirm that you will inform us straight away if these details change.
- 8.3 **Behaviour:** We attach importance to good behaviour, courtesy, integrity, good discipline and respect for the needs of others. Parents warrant that their Child will be well behaved, respectful to us, the Host family and their home (where applicable), will attend each College day, will be punctual, and will work hard.
- 8.4 **Visa:** You confirm that you understand that it is your responsibility to arrange for your Child's visa to study here in the UK. Where a problem with your Child's visa causes a delay or a need to terminate this Agreement, this is your responsibility and the usual rules on notice set out in section 10 will apply, unless agreed otherwise in writing by College Guardians.
- 8.5 **Insurances:** We cannot advise you about the insurances that your child may need whilst in the United Kingdom against such risks as personal accident, health and hospital expenses, loss or damage to belongings and public liability. Please ask your Child's College which of these insurances they provide and which of the insurances cover your child when in the UK but not at College. It is then your responsibility to arrange any other insurances that you may require.
- 8.6 **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 by) anything which you or your Child does, or fails to do, in the performance of this Agreement.
- 8.7 **Payment:** You agree to pay the Fees in accordance with the provisions on Fees set out in Section 9 below, and to terminate this Agreement only in accordance with the provisions on notice set out in Section 10 below.

9 Fees

- 9.1 **Fees:** The expression "Fee(s)" means all sums of money charged to your account under the terms of this Agreement including (without limitation) reasonable expenses incurred by the Host Family (where applicable) or by us (charged at cost), mileage allowance and other transport costs and including the cost of repairing damage caused by your Child (other than reasonable wear and tear). All Fees are payable in advance, except expenses and the cost of repairing damage caused by your Child which will be taken from the Student Expenses Account or charged to your account at the time such cost is known.
- 9.2 **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.
- 9.3 **Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to College Guardians does not release you from liability if the third-party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by College Guardians.
- 9.4 **Student Expenses Account Payment:** You are required to pay £200 as a Student Expenses Account payment on registration. The Student Expenses Account is defined above at section 4.5. Sums incurred during the period of the agreement will be deducted from the Student Expenses Account as necessary. You will be required on subsequent invoices to pay further sums to ensure that the balance of the Student Expenses Account

is sufficient to cover expenses incurred. Any balance of the Student Expenses Account remaining at the end of the contract will be repaid to you by means of credit without interest to the final sums due.

- 9.5 **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a vacation is extended; or due to a problem or delay with a visa; or for any cause other than exceptionally and at the sole discretion of College Guardians' or where there is a legal liability under a court order or under the provisions of this Agreement to make a refund. This rule is necessary so that College Guardians can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents.
- 9.6 **Host family Cancellation charges:** If a host family is arranged and confirmed and then subsequently cancelled the host family reserve the right to charge a cancellation fee as outlined in the "Host family Cancellation Policy"

10 Termination of the Agreement and Notice

- 10.1 **Notice of Termination:** Unless otherwise agreed to by us in writing, this Agreement will be in force for the duration agreed between you and us. If you cancel the Agreement prior to the agreed termination date, a refund will only be given in exceptional circumstances and at our sole discretion.
- 10.2 **Termination in other circumstances:** We may deem it necessary to terminate the Agreement if, after consultation with you and your Child, we are of the opinion that by reason of your Child's conduct, behaviour or progress, your Child 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 the interests of you and your Child as well as those of College Guardians.
- 10.3 **Withdrawal by your Child:** We will notify you immediately if your Child decides to leave the College, but this will not constitute termination of this Agreement. The usual rules on notice set out in section 10 will apply. If your Child decides to go out of contact, we will take reasonable steps to re-establish contact and will notify the authorities if appropriate. We will not, however, incur any cost in excess of the Student Expenses Account unless we have your prior authority and payment in advance.

- 11 **Legal Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, we cannot accept responsibility for any loss or damage arising from or caused by any act or omission on the part of the Host Family (where applicable), or on your Child's part, or any loss or damage that results if you have not provided us with relevant information about yourselves or your Child.
- 12 **No Direct Dealings:** We will introduce the Host Family (where applicable) to you on the basis that all your dealings with them will be through us. If you enter into a direct agreement or contract with the Host Family at any time, you will pay us all the sums we would have been entitled to receive had the direct contact not been made. You must inform us of any direct dealings with the Host Family.
- 13 **Data Protection:** You confirm that all information provided by you to College Guardians is correct, accurate and up-to-date. Subject to the Data Protection Act 1998, you consent on behalf of yourselves, and where appropriate, on behalf of your Child, to our collecting, using and disclosing information about you and your Child for the following purposes:
- 13.1 Arranging for a suitable Host Family (where applicable) for your Child; and

- 13.2 Providing educational guardian services including welfare and pastoral services and administration; and
- 13.3 Safeguarding and promoting the welfare of your Child.
- 14 **Complaints and Problems:** You must notify us at once if you or your Child has a problem or concern with, or wishes to makes a complaint against, any member of the Host Family or against any member of our staff. In the first instance please contact Jane Eldridge, the College Guardians Guardianship Manager or if the complaint concerns Jane Eldridge then please contact Allan Walker, the College Guardians Director.
- 15 **Third Party Rights:** Only College Guardians and the Parents are parties to this Agreement. Neither the Child nor the Host Family nor any third party is a party to it. The acts and omissions of the Parents are binding on the child and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the child and vice versa.
- 16 **Governing Law:** This Agreement is governed exclusively by and is to be construed in accordance with the law of England and Wales.