



# Oxford Guardians – Terms and Conditions

Statement of Terms and Conditions of Agreement between Oxford Guardians Ltd and the Parents.

The Terms and Conditions should be looked at in conjunction with Oxford Guardians' Application, Registration and Medical Forms.

## 1. Introduction

- Oxford Guardians is set up to provide guardianship services for international children and young adults in full time education in the United Kingdom.
- Oxford Guardians is a limited company. Company Registration number: 06984818
- Registered office address: 1 Lucas Bridge Business Park, 1 Old Greens Norton Road, Towcester, NN12 8AY, UK
- Trading address: The HIF, Gayton, Northampton, NN7 3EY, UK

## 2. Oxford Guardians' responsibilities

Oxford Guardians undertakes to act in the best interest of the child and the parents in matters relating to the child's education, health and welfare in as far as can be reasonably expected using the knowledge Oxford Guardians' has of the situation, specifically:

- To liaise actively with the school, host family and parents in order to provide for the child's welfare at school and in the host family
- To act on behalf of the parents during term time and any specified holiday times out with the term dates in matters relating to welfare, administration and liaising between school and parent, school and host family/homestay, school and child, child and homestay.
- To act on behalf of parents where permission is required from the school for activities by the child at school
- To act on behalf of parents where permission is required from the host family for activities by the child at the host family
- To provide host family accommodation for the child during exehats and school holidays as required by the parents and subject to full payment of host family fees by the parents.
- In the case of a child attending a day school, to ensure that suitable home stay accommodation is provided.
- Oxford Guardians will ensure that all its personnel including host families and drivers have undergone the proper legal checks for working and being in contact with children under the age of 16. Oxford Guardians pays particular attention to checking previous records, however, Oxford Guardians cannot ultimately be held responsible for any unforeseen action by the host family or school.
- To arrange transport for the child within the UK as required by the child, parent or school and subject to payment of transport expenses in full
- Oxford Guardians will try to ensure that the school and parents are kept informed of the child's intention to travel independently of the school, parents or homestay subject to Oxford Guardians' awareness of these movements.

## 3. Oxford Guardians Services

Oxford Guardians undertakes to provide a range of services within its Premium and Main Services. These services may be summarised as follows:

- To support the child in his or her stay in the UK
- To help the child to settle into his/her new school
- To ensure that a suitable host family is provided
- To support the health & welfare needs of the child during his/her stay in the UK
- To support the child's academic progress, working with the child's school
- To arrange transport as required for the child's transfer from and to the school and host family

#### 4. Parents' responsibilities

- i. The parents confirm that Oxford Guardians are the persons legally entitled to act as guardians to their child. The delegation of this power is only for the duration of the time when the child is under the guardianship of Oxford Guardians and when the child is not under direct control of the parents. If the child is absent from school or host family without the agreement of Oxford Guardians, Oxford Guardians will be released from their duties.
- ii. The parents authorise Oxford Guardians to act in the best interests of the child at school in matters relating to health, welfare, conduct and educational performance.
- iii. The parents should support the proper behaviour of their child when staying with the host family or being transported by an Oxford Guardians' driver.
- iv. The parents must undertake to provide Oxford Guardians with as full knowledge as possible about the child's previous medical and welfare history.
- v. The parents must complete the Oxford Guardians application and registration and medical form to the best of their knowledge. The parents must sign the consent forms allowing Oxford Guardians to act on their behalf in the event of medical emergency and in the event of not being able to contact the parents.
- vi. The parents are responsible for all fees properly payable for guardianship and related services in accordance with the provisions set out in the List of Fees.
- vii. The parents shall not act in such a way as to prevent Oxford Guardians from carrying out its obligations under this agreement in a proper and reasonable manner.
- viii. The parents are responsible for ensuring that appropriate insurance cover is taken out for the child, i.e. travel, medical, personal injury, cover for accidents, damage to computers, other belongings etc. Oxford Guardians can assist them in doing so if requested by the Parents. Any damage incurred by the child to school or host family will be invoiced to the parents.
- ix. The parents should ensure that the child complies with all rules, regulations, terms and conditions of the school and all other reasonable requirements of the school and, if required by the school, to provide written acceptance of its rules, regulations and terms and conditions.
- x. The parents indemnify Oxford Guardians against all costs, claims and other losses, which may arise by reason of Oxford Guardians' reasonable exercise of any discretion or other authority given to it.

#### 5. Finance

- i. **Non-refundable registration fee:** This single-payment fee covers the processing of the child's registration with our guardianship services. It is a one-off fee and must be sent to us together with the registration and medical form. It also covers our legal check expenses such as the Criminal Records Bureau's fee, personal host family visit, references and spot checks which aim to ensure the child's safety and welfare.
- ii. **Oxford Guardians Premium or Main Service Fee:** These fees cover our guardianship fees at the level chosen by the parents and as specified in our 'List of Fees' and do not cover any additional expenses.
- iii. **Initial Deposit for your Child's expenses in the UK and subsequent deposits:** This is the amount paid before the beginning of each term to cover the child's expenditure which is not included in school or guardianship fees.
- iv. Once the balance of the deposit falls below £ 250.00 parents are required to top it up. All expenses will be itemised and parents will receive a termly statement.
- v. **Payment policy:** Prices are inclusive of Value Added Tax, unless otherwise stated. Our fees are payable in GBP sterling before commencement of each term. All bank charges must be paid by the parents. At

the end of the academic year the balance of the deposit will either be carried over to the next year or reimbursed at the end of the contract. A term's notice is required for termination of contract.

- vi. Details of Oxford Guardians' Bank Account may be found on the registration form.

## **6. Insurance**

Oxford Guardians cannot accept any responsibility to the school or the host family for any acts or omissions of the child and it is therefore compulsory that each child has his/her own third party insurance. Any damage incurred by the child to school or host family will be invoiced to the parents. Therefore, the parents are responsible for ensuring that appropriate insurance cover is taken out for the child, i.e. travel, medical, personal injury, cover for accidents, damage to computers, other belongings etc. The parents can organise the appropriate insurance cover independently, or Oxford Guardians can assist the parents in doing so if requested.

## **7. Termination**

- i. Termination of this contract must be made in writing by either the parent or Oxford Guardians with one term's notice. If one term's notice is not given, the parents will be liable for one term's guardianship fees.
- ii. In the event of the child behaving in a persistently unreasonable way, which may or may not result in expulsion, Oxford Guardians will endeavour to act in the best interest of the parents and the child to reasonably resolve such a matter.
  - i. However, in the event of the child being expelled by the school in accordance with its rules and regulations Oxford Guardians shall immediately be released from all its obligations to the parents or the child under the terms of this agreement and the parent shall not be entitled to any refund of fees. Any fresh arrangement for the Student following expulsion must be the subject of separate negotiation between the Parents and Oxford Guardians.
  - ii. In the event of the child not being expelled by the school, but the child being guilty of persistent unreasonable behaviour or behaviour of seriously unreasonable nature, under circumstances where Oxford Guardian acting reasonably shall no longer be prepared to accept responsibility for the child, Oxford Guardians may terminate this agreement forthwith by notice in writing to the parents, in which event Oxford Guardians shall immediately be released from all its obligations

## **8. Exclusion of Oxford Guardians' liability**

- i. Whilst Oxford Guardians will be pleased to assist the child and the parents in obtaining any visas and any other entry or re-entry documents which may be required for the child, or in complying with any statutory entry or re-entry requirements, Oxford Guardians cannot accept any responsibility for such matters and any legal responsibility shall rest with the parents and the child.
- ii. Whilst Oxford Guardians will take proper care in selecting the host family, Oxford Guardians cannot accept responsibility for the actions of the host family in relation to the child.
- iii. Oxford Guardians cannot accept any responsibility to the parents or the child for any acts or omissions of the school relating to the child as the school will only be selected by the consent of the parent.
- iv. Oxford Guardians cannot accept any responsibility to the school or the host family for any acts or omissions of the child and it is therefore compulsory that each child has his/her own third party insurance.

## **9. Change of School**

Oxford Guardians will act in accordance with any reasonable requirements of the parents in connection with any change of school for the child and in particular Oxford Guardians will not transfer the child to another school without the written consent of the parent. As an educational guardianship agency the parents may seek advice from Oxford Guardians who will monitor the child's performance and progress. However, the final decision to change school will come from the parent.

#### **10. Photographs**

We wish to take photographs for sending back to the parents and for identification purposes, and sometimes we would like to use these in our promotional material i.e. brochure, our website. Parents are required to inform us in writing if they do not agree to this.

#### **11. English Law**

The contractual arrangements between the parents and Oxford Guardians Limited are governed exclusively by English Law. The parents acknowledge that English Law may be different from the law of their own country, e.g. in respect of race relations or sex discrimination.

#### **12. General**

These Terms and Conditions are applicable to the period of the guardianship agreed by the parents and Oxford Guardians, and as such it is to be understood that Oxford Guardians will have parental responsibility only for the period of the agreement.

**THESE TERMS AND CONDITIONS ARE PROVISIONAL, PENDING LEGAL CONFIRMATION.**