# Berkeley Guardians and Parent(s)/Carer Agreement

Berkeley Guardians: Is a limited company registered in the UK under number 12230732, whose registered address is 1 Berkeley Square, Clifton, Bristol BS8 1HL

Emergency Number 07565493818

# 1. Introduction

* 1. This agreement together with: -
* The Fee and Disbursement List
* Data Protection, IT Agreement and Parent Consent Form
* The student handbook

form a legally binding agreement between you (parent/responsible adult) and Berkeley Guardians in respect of the care and education support of your child (the “contract”)

# 2. Duration of this Agreement

2.1 Subject to clause 8, by signing this Agreement you are instructing Berkeley Guardians to act as Guardian for the child mentioned at the end of this agreement from the moment they arrive in the UK until and including the day they leave the UK. It is expected that the child will return back to the UK and back into the care of Berkeley Guardians when they return from going back home for holidays (end of school term), exeats. However, if the child remains in the UK whilst on school holidays, exeats, etc; they will remain in the care of Berkeley Guardians who will appoint homestay accommodation.

# 3. Important Information

3.1 Berkeley Guardians may vary the terms and conditions contained in this Agreement and a copy of the most recent version will be available on our website and we will inform you of any updates and where necessary ask for your agreement.

3.2 There may be changes in the services, structure and management within Berkeley Guardians and we will endeavour to keep you updated through your contact details. Any changes will be put on our website. If any of the changes are likely or will impact on your child’s pastoral care or educational support, we will give you at least one month’s notice to this effect.

3.3 You agree to inform Berkeley Guardians if any of your contact details change from that set out on the Application Form.

3.4 A person who has not been named on this Agreement has no right to enforce any terms of this Agreement

3.5 By signing this Agreement you confirm that you have parental responsibility (legal responsibility) for the child named towards the end of this Agreement and that no other person's consent is required as a signatory.

3.6 You agree that by signing this Agreement, the emergency contact details as you indicated below, will be available during the time that the child is in the care of Berkeley Guardians

3.7 By signing this Agreement you agree and entrust that where it is necessary for Berkeley Guardians we can disclose confidential information regarding your child where there is an inherent need for their safety, welfare or progress.

# 4. Our Aims

4.1 Berkeley Guardians aims to have at the heart of its business the care and safety of your child. This is why we offer a very personal service and our family-centred approach gives you the confidence knowing that your child is receiving the best care possible. We have high standards and ensure we have dedicated staff to support them.

# 5. Appointment

5.1 Offer and Acceptance

5.2 By signing the Berkeley Guardians and Parent(s)/Career Agreement and paying the deposit, you agree to be bound by the provisions of this Agreement in respect of the care, welfare and educational support for your child whilst in the care of Berkeley Guardians.

5.3 By signing this Agreement you are instructing Berkeley Guardians to act as your child’s Guardian and to find suitable homestay accommodation which will be used for exeats, end of term holidays and where necessary from their boarding school and are requiring to stay in the UK.

5.4 You agree that Berkeley Guardians will find the child host family accommodation as required and that the child will be treated as a member of the family. You entrust that the accommodation has passed our rigorous home standard and adult checks. These can be found in the Host Accommodation Handbook that is given to all of the accommodation providers for Berkeley Guardians.

5.5 Meals will be provided at the homestay accommodation, and you will indicate on the application form what meal board requirement the child will need and whether there are specific needs, e.g. Allergies, vegetarian or vegan etc.

5.6 You agree that your child will only stay in the host family accommodation that Berkeley Guardians have arranged for you unless it is agreed otherwise and in writing.

5.7 You are responsible for making the arrangements for the child’s Visa application to study in the UK and to ensure it has completed the process prior to arriving in the UK.

5.8 You confirm that you will inform us of the child Visa number and confirmation that your child is able to come to the UK to study

5.9 You will provide us with valid passport details for your child as requested in the application form and a copy of their passport for our records prior to arrival in the UK

# 6. Travel

6.1 Depending on the package that you have requested on your application form, Berkeley Guardians will make the arrangements for the child to be collected from the airport and either taken to school or their host family accommodation. You agree that you will provide us with the flight details at least two weeks prior to the child arriving in the UK. Berkeley Guardians will also make the arrangements for the child to go to the airport for their departure from the UK. We will inform you of all of these details and ask for your consent for the cost of this to be taken from the Disbursement Fund where possible.

6.2 Berkeley Guardians will arrange for all the travel required for the child to go to and from school to their host family. You agree to the fee as stated in the Fee List which you will have been given prior to signing this Agreement. We will inform you once the child has arrived at their host family and again once they leave the host family and have arrived back to their school.

# 7. School Contact

7.1 We will have regular contact with the school and depending on the package that you have requested on the application form, a Guardian will attend parents’ evenings and provide you with a summary report in English no later than two weeks after the event.

7.2 You agree that Berkeley Guardians do not have responsibility for educational or pastoral matters that may arise whilst the child is in the care of their school. However, we will assist if and where required in the interest of your child.

# 8. Cancellation and Notice of Appointment

8.1 If you wish to withdraw from the Agreement after acceptance of the Agreement and completing the Agreement form and paying the deposit but before your child arrives in the UK you must provide us with written confirmation to this effect. If we receive this information prior to arrival in the UK within fourteen days’ notice we will refund the deposit (as per Consumer Rights Legislation). However, if such notice is not received or it arrives on or after that date, a term’s fees shall be payable and shall become due and owing to Berkeley Guardians as a debt. The term’s fees shall be charged as stated in the Fee List and will be due prior to your child starting each term.

8.2 It may be required that due to either the child or your conduct we may need to terminate our services for the student immediately. Such circumstances as abuse to a representative of Berkeley Guardians or that the child is not abiding by the terms of this said Agreement and their safety and welfare is at risk and that after consultations with you we deem this to be in the interest of the student.

8.3 We agree that we will not release the care of the child without your prior knowledge.

# 9. Fees

9.1 Deposit

The deposit (without interest), you hereby acknowledge and agree that Berkeley Guardians will retain the deposit in your child’s Disbursement Account. The amount is set out in the Fee List and must be paid one month prior to arrival of your child arriving in the UK.

9.1.1 The deposit will be repaid from when your child ceases to be under the care of Berkeley Guardians without interest following settlement of all outstanding fees and extra charges or unless it has been refunded in accordance with clause 7.1 above.

9.2 Service Fee

The package fees are set out in the Fees List and must be paid at least one month prior to your child arriving in the UK. If you are paying termly this must be paid one month prior to each term commencing

9.2.1 Fees for extra services are all set in the Fee List. These must be paid at least one month prior to commencement of the additional service. Or with agreement paid through your child’s Disbursement Account

9.2.2 Fees will be revised annually and you will be given notice to this effect during the last academic term so as to enable you time to provide notice if you wish to remove your child from Berkeley Guardians care due to any increase made.

9.2.3 There may be additional charges for unforeseen circumstances. We will invoice you at the end of the term – see separate fees list

9.3 Homestay accommodation will be paid out of your child’s Disbursement Account. If the account is short of the required costs, we will invoice you prior to your child having homestay accommodation.

# 10. Disbursement Account

10.1 The Disbursement Account is an account held by us to which you will pay the required amount as set out in the Fee List at the required interval. From this account you will have access to be able to see what money is owed and taken out. It will be used to pay for such as, but not limited to; home stay accommodation, activities that require payment whilst in homestay accommodation, damage, repairs.

10.2 You agree to pay £1500 into the Disbursement Account one month prior to the start of the term commencing. Sums incurred each term will be deducted from this account. You will be invoiced 4 weeks prior to the end of the term to ensure the funds remains sufficient for the following term

10.3 Any credit left in the account either upon agreement that the child will be released from the care of Berkeley Guardians see clause 7.2 above, or the child no longer requires Guardianship then the credit will be returned through BACS bank transfer.

10.4 Unless in an emergency we will contact you for your consent of using any sum from this account that totals £50 or more.

# 11. Responsibility of payment

11.1 Each person who signs the agreement is responsible for ensuring that all fees owed to Berkeley Guardians are paid on the times stated. Berkeley Guardians reserve the right to collect any outstanding payments and charges from all those who have signed the agreement to ensure the invoices are settled in full.

# 12. Non-Payment

12.1 Berkeley Guardians reserve the right to refuse to provide our services to your child while fess and/or supplementary charges remain unpaid or are persistently in default.

12.2 Except at our discretion, no fees or extra charges will be waived if your child returns home due to sickness or otherwise.

# 13. Change in Arrangements

13.1 Berkeley Guardians requires one month’s notice in writing if you require to make any changes to the services that will have been agreed for your child on the Application form.

13.2 You agree that you will keep us informed of any situations where the child mentioned at the end of this Agreement will be leaving the UK or require to stay in the UK over the periods where they cannot stay at the school, such as the school holidays, exeats. You agree that you will provide us with at least two weeks’ notice of your requirement.

13.3 If you cancel the need for a homestay requirement, two weeks’ notice is required. Less than this will require a 50% fee of the intended cost for that arrangement.

# 14. Conduct

a) If your child accidently, knowingly or wilfully damages property or articles within a Host Family or that of Berkeley Guardians, then costs may be deducted from the deposit. If the cost exceeds the deposit, then Berkeley Guardians reserve the right to request the deficit from you

b) If your child will be undertaking work experience or any other activity then they must be punctual to their placement and poor attendance is not acceptable. If this occurs Berkeley Guardians reserve the right to withdraw your child from the activity

c) If your child is to undertake any practical experience they will be provided with a separate handbook detailing expectations and conduct. By signing this Agreement, you agree to the requirements set out in this handbook

d) Your child must respect any representatives of Berkeley Guardians, have good behaviour and respect others within the host family. They must adhere to the host family rules at all times.

e) Any damages to any property or articles whilst in the homestay accommodation, your child must inform the host family.

f) Your child may be involved with extra activities whilst they are staying with their host family or involved with extra services provided by Berkeley Guardians. By signing this Agreement, you are agreeing to your child taking part in social activities, contact and non-contact sport and activities which may entail some risk of physical injury.

g) You agree that physical contact to your child is only permitted when it is lawful and is for the safety and welfare of your child, when there is danger or risk of harm or injury due to any unforeseen circumstances.

# Curfew

a) No child under the age of 16 will be permitted to take public transport without a responsible adult (and over the age of 25) unless with your written prior consent

b) No child under the age of 16 is permitted to be out of their homestay accommodation after 6pm unless with a responsible adult (and over the age of 25) unless with your written prior consent.

c) No child is allowed to stay in any other accommodation that is not provided by Berkeley Guardians. If this is breached then you acknowledge and accept that it will not be our responsibility.

d) We do not allow any child in our care to stay in hotels unless with a responsible adult and with prior written permission from ourselves.

# 14.2 Drugs, Alcohol, Smoking

a) Berkeley Guardians does not tolerate the use of drugs, alcohol or legal highs. Smoking is prohibited in homestay accommodation and that we must be informed if your child smokes so that the homestay provider can be informed. Smoking in the UK is not acceptable in any premises whether commercial, educational or other establishment.

b) Should through misbehaviour or misuse of drugs etc., the school ask the child to be removed from campus immediately and into the care of our emergency homestay provider (which may not necessarily be the homestay that the child has previously been allocated) there will be an immediate charge of £850 in order to find the host family and for any inconvenience this may cause the host family.

# 15. Concerns or Complaints

15.1 If you have concerns or complaints about any issue concerning your child’s welfare whilst in the care of Berkeley Guardians, please let us know immediately and we will respond according to our Safeguarding Policy, Missing Child Policy and Complaints Policy which all can be accessed on our website.

# 16.Insurances and Indemnity

16.1 A copy of Berkeley Guardians’ insurance policy can be seen upon request.

16.2 It is your responsibility to ensure that you have adequate insurance for your child and their possessions. The school where the child will be studying can provide you with advice in this area and will also expect personal insurance for possessions whilst in school.

16.3 You agree to indemnify us against any liability which may occur in respect of a breach of this Agreement and/or a breach of the duty of care in which the student or you does or fails to do, in breach of your obligations under this Agreement

16.4 Our total liability to you is limited to the amount of fees that you pay us for our services.

16.5 It is not Berkeley Guardians’ responsibility to ensure your child’s possessions are not lost or damaged – see clause 16.2

# 17. Medical Care

17.1 Your child’s health is of paramount importance to us. We will ensure your child receives the treatment that they need, whether this is medical or dental. We will support them through their illness and recuperation.

17.2 You must inform us of any medical conditions whether actual or suspect that your child may have incliuding any allergies to food, pets, dust etc. or intolerances. This will enable us to adequately care for your child and allocate the most appropriate homestay accommodation.

17.3 You must inform us immediately if your child is currently taking any medication and the conditions in which the medication should be stored and how it is administered.

17.4 If you are aware or have any concerns over your child’s mental health well-being, emotional, behaviour and social difficulties you must inform us immediately so we are able to provide the right care and support that they will need.

17.5 By signing this Agreement You authorise Berkeley Guardians and any homestay host nominated by us to act in LOCO PARENTIS in all emergencies including emergency medical attention (including operations and anaesthetics) on the child and you agree that in the event of such urgent medical attention neither the homestay host nor Berkeley Guardians shall be held liable financially or otherwise for any act or omission done or suffered in good faith.

17.6 In the event that you have withheld any medical information relevant to the child’s condition, Berkeley Guardians reserves the right to terminate the agreement forthwith.

17.7 You also agree to indemnify Berkeley Guardians all costs and expenses incurred by Berkeley Guardians or by its nominated homestay host as a result of the emergency. It is acknowledged and agreed that you shall not be exempt from any liability arising from any failure on the part of you to meet your parental responsibility as prescribed by law.

# 18. Educational Need

18.1 You must inform us of any special educational needs or any learning disability that your child may have.

# 19. Photography and Video

19.1 There may be times when we require the use of photographs or videos for promotional purposes or reports. We will provide you with a consent form to complete to confirm your consent.

# 20. Data Protection

20.1 Berkeley Guardians has a dedicated data controller which is applicable under data protection law and who is responsible for deciding how and why we process the student and your personal data. Berkeley Guardians will only process the personal data it is permitted to

process and use it for limited purposes in accordance with applicable data protection law. Further information on our Data Protection Policy can be found on our website.

# 21. Definitions

Guardian: A person or body who has the responsibility to care for a child whilst they are in the UK as a responsible and caring parent/career would do. The Guardian will make decisions to ensure your child receives adequate care and welfare in your absence, whilst taking into account any preferences you may have given. This will also include emergency medical and dental treatment and disciplinary matters.

Our/Us: Berkeley Guardians

You: Parent/carer who has legal responsibility for the child and who has signed the Agreement Form

Legal responsibility: The parental responsibility meaning to the legal rights, duties, powers, responsibilities and authority a parent has for a child and the child’s property. A person who has parental responsibility for a child has the right to make decisions about their care and upbringing

Parent/Responsible Adult:  A person who has legal responsibility for the child

Child: The young person who will be named on the application form that forms part of this agreement

Host Family: The home where your child will be staying in the UK when on exeats, holidays and where necessary from their boarding school.

Homestay: Host family accommodation

Disbursement Account: The Account held by Berkeley Guardians that holds the funds for your child’s extra services.

Fees: Charged for the package option that you have chosen and including additional and supplementary fees for any extras incurred or agreed in advance.

Term: Is the period of time from the first day when the child arrives in the UK until the moment they leave the UK and during this time the pupil will normally be boarding in their boarding house, within their chosen school.

Signature Parent/Carer/Responsible Adult

Print Name………………………………………………………………………………………Date…………………………………

Signature Parent/Carer/Responsible Adult

Print Name………………………………………………………………………………………Date…………………………………

Berkeley Guardians…………………………………………………………………………………………………………………….

Date……………………………………………………………………………………………………………………………………………