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Agreement between YES Guardians and the parent/s

Students Name:

Our Company Information

YES Guardians Limited. Is a company registered in England with company number 12930246. Registered office is at 1 Vale Road, Bishops Cleeve, Cheltenham, Gloucestershire, GL52 8FJ.

Agreed terms between-

YES Guardians/We and The Parent/s or You, whose details and signatures appear within this document.

Agreement

1. Terms and Conditions

These terms and conditions constitute the entire contract between YES Guardians and You.

2. Definitions

Guardian: means the person or body responsible for the care of the Student while he/ she is residing 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.

Host Family: means the Host Family which will be appointed by us to provide accommodation, meals, laundry and care for the Student. As far as is practicable, 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 whose details are set out in this document.

Student Expenses Account: The Student Expenses Account is an account held by us, and to which you make regular payments, as set out below. The credit 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 credit and pocket money.

3. Appointments

You hereby appoint YES Guardians to act as a Guardian and to arrange a Host Family for the Student whilst he/she is attending a school in the UK.

4. Duration of this Contract

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, for exeats, 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 in advance.

5. Emergency Procedure and Arrangements

5.1 In the event of an emergency, YES Guardians will be contacted via our 24/7 emergency telephone number on 01242 379163 Option 1. We will make all the necessary arrangements to collect and transport the pupil, either to a temporary host family or a host family already known to the student or to the airport (any costs incurred for public transport, taxis or private mileage must be met by the parents and a payment will be taken from the student's expenses account.

5.2 If a student requires the services of a host family for an emergency (for example sickness or suspension, accommodation fees of £70 per day and expenses will be payable. Transport by taxi or rail will be charged at cost. Transport by private car will be charged at £0.45 per mile plus a host fee of £15 per hour.

6. YES Guardian's Responsibilities

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

6.2 Appointment of a Host Family: We agree to select and recruit a Host Family that is known to us, 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.

6.3 Safeguarding: We undertake to carry out appropriate checks as to the suitability of the Host Family, including DBS checks, on all persons aged 16 years and over living in the Host Family home. We will carry out an interview and an assessment of the Host Family. We ensure to request personal and professional references. YES Guardians policies are all available on request.

Please carefully read our policies attached to this document. If you would like hard copies of these policies then please let our head office know at hello@yesguardians.co.uk

6.4 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.

6.5 Our representation – Package Dependent: We will maintain good contact with the Student's School, and ensure attendance by a representative of YES Guardians at all parents' evenings and school events where reasonably possible and requested by you. Silver Package- We will attend one parents evening per year and provide you with feedback. We can attend additional parents' evenings/ school events at a cost of £150 plus travel expenses. Bronze package does that include any direct liaison with the school, unless in an emergency situation. We cannot accept responsibility for educational and pastoral matters arising at School, but will provide assistance where possible.

6.6 Contact with you and the Student: We will keep in regular contact with the Student, and be contactable at all times 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 Student's 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 between you and the Student.

6.7 Releasing care: We will not accommodate or release care of the Student without your prior knowledge.

6.8 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.

6.9 Emergency Mobile Number: We will provide a fully functioning mobile number to you in case of emergency which will be available 24 hours per day, 7 days per week.

6.10 Delays: We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any part of the services you have paid for but not received.

7. Your Authority and Declarations

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

7.2 Authority: You confirm that you authorise YES Guardians to act as a Guardian for the Student whilst they are in the UK. You confirm that you authorise YES Guardians to select and recruit 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 for example, guidelines on going out with friends, curfew times, pocket money limits, or participation in dangerous sports.

7.3 Disclosures: You confirm that you have already provided and will continue to provide us with details of any medical condition (including allergies), health problem, disability, special

educational need, or learning difficulty of the Student as well as any behavioural, 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. You confirm that you will inform us immediately if these details change.

7.4 Adult supervision:

YES Guardians have an obligation to care for and ensure safe accommodation for our students. If you would like to make alternative care arrangements during half term / exeat weekends, please follow the rules below.

Students aged 18 and over- Parents' permission in writing in advance is required, during office hours.

Students aged 16 & 17 Parents' permission in writing in advance is required, during office hours, plus details of the accommodation and travel plans, as well as the main contact person, who should reside in the UK and be over 25 years old, and agree to full responsibility for the student during the stay.

Students aged 15 and under must stay in homestay accommodation arranged by YES Guardians unless otherwise agreed. 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.

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

7.6 Airport Transfers

We will arrange for the student's initial collection from the airport to the school/homestay when they first arrive to the UK, as well as their return journey to the airport at the end of their stay (excluding vital package). This is by enhanced DBS taxi drivers from trusted and registered taxi firms. Should any special requests be made there may be additional costs incurred. Bronze, Silver and Gold packages include transport arrangements only. Taxi fees are an additional cost charged to the students expenses account.

- Additional taxi transfers at half terms or school holidays can be arranged.
- It is the Parents' responsibility to ensure that the Student has the correct booking if travelling as an unaccompanied minor.
- We can arrange for an airport escort for your child at an additional cost.
- It is the Student's responsibility to ensure that they have the correct travel documents and their passport and where applicable a valid BRP. (Including any permission or consent to travel letters)

We will communicate all information between parties (student, parent, school, host family) as necessary to arrange the safe and prompt travel for students wishing to arrange their taxi transport through us.

7.7 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. Please read our good behaviour guidelines and ensure the

student understands the importance of courtesy, integrity, good discipline and respect for others. You understand that the student needs to be well behaved and respectful to us, the Host Family and their home.

8. Parents /Responsibilities

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

8.2 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.

8.3 Indemnity: You agree to indemnify us against any liability which we may incur in respect to 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.

8.4 Payment: You agree to pay the fees in accordance with the fees section below, and to terminate this agreement only in accordance with the provisions on notice set out below.

8.5 Liability for damage: You shall be responsible for any loss or damage caused by the Student to YES Guardians or the Host Family and you agree to indemnify us against any such loss or damage.

8.6 Flights: You agree to provide all relevant flight details to and from the UK to us at least two weeks before departure. For exeats, half-terms, holidays, or any other period requiring Host Family accommodation, we also require two weeks' notice. Cancellations for host family's arrangements made within 10 days of the start of the period of stay will be charged to you at 50% of the cost.

8.7 Availability: 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.

9. Private Fostering

9.1 Day students under the age of 16 (under 18, if the student has disability) living with homestays who are not their parent or a close relative for 28 days or more, we will adhere to the regulations regarding private fostering as directed by the local authority. By entering into a private fostering arrangement, the Local Authority will be notified and information regarding the student will be shared with them.

10. Data protection

You confirm that all information provided by you to YES 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 for their inspection purposes. In particular 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 under the policy tab on the website.

11. 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 Host Family or against any member of our staff. In the first instance, please contact Marc Harris, marc@yesguardians.co.uk or 07429553356.

11.1 Complaints Policy: Our complaints policy is available to view on our website www.yesguardians.co.uk

12. Fees

12.1 Fees payable: All Fees are payable in advance, 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.

12.2 Damage: Any fees relating to the cost of repairing damage caused by the Student will be taken from the Student Expenses Account.

12.3 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.

12.4 Student Expenses Account payment: You are required to pay £200.00 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, repairs and damage. However, except in an emergency, we will seek authorisation from you for any amounts totalling more than £50. You will be required on subsequent invoices to pay further sums to ensure that the Student Expenses Account is sufficient to cover 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 YES Guardians on leaving.

12.5 Refund waiver: Fees will not be refunded or waived:

12.5.1 Sickness: for absence through sickness;

12.5.2 Term duration: if a school term is shortened or a holiday extended;

12.5.2 Additional: for any other cause

12.6 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 above base rate.

12.7 School Holiday Placement: If your child stays with a YES Guardians Host Family for the entire duration of the longer School Holidays (ie: Christmas, Summer or Easter) an additional charge of £195 will be applied as an arrangement fee, plus the regular £55 per day for host family accommodation.

13. Termination of the agreement and notice

13.1 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.

13.2 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.

13.3 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, 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 fairness in all such cases, and shall have regard to your interests and those of the Student, but our decision will be final.

14. Cooling off period

14.1 Consumer Rights Legislation: In accordance with Consumer Rights Legislation, you have the right to cancel this Agreement within 14 days of signing it, without giving any reason.

14.2 Cancellation Period: The cancellation period will expire 14 days after the date of the Agreement.

14.3 Early Start: 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.

14.4 Cancelling: If you cancel this Agreement in accordance with the cooling off period

14.5 Reimbursement: 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.

15. 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 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.

15.1 Business Loss: 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.

15.2 Total liability sum: Our total liability to you is limited to the amount of fees paid by you for our services.

Appendix 1

We agree to carry out the following services:

Recruit a friendly, welcoming and fully inspected Host Family. The Host Family provides a home for your child during any emergency situation. Cost is £70 per night.

A responsible, DBS checked adult will greet your child upon their arrival into the UK, and make all personal travel arrangements for weekend breaks, half terms and holidays. Premium Package

YES Guardians are on call 24 hours every day to help you and your child with any difficulties or problems that may arise.

Provide support, help and advice on medical issues.

In the event of a crisis, YES Guardians will support your child by providing advice and assistance

Represent both you as parents and your child's needs through good communication with your child's school and Host Families.

I agree to pay:

Termly fee of £350 for the Bronze package

£200 for the student expenses account. Details above.

Accommodation fees @£60 per day as required for host family stays.

I agree to abide by all the rules and conditions above, and I instruct YES Guardians to act on my behalf whilst my child is in England.

I agree to give one terms notice to cancel guardianship.

Signed: (Parent/Guardian)

Date:

Signed: (YES Guardians)

Date: