



APPLICATION FORM FOR UNIVERSITY GUARDIANSHIP

STUDENT'S DETAILS

No agent's or parents' details

First name:

Surname:

Date of Birth:

Gender:

Nationality:

Religion:

Home address:

.....

Home mobile inc. country code:

UK mobile:

Email:

Passport no: Expiry date:

GUARDIANSHIP

University in the UK

Course

Start day of guardianship:

How long for:

Autumn term (*Sep-Dec*)

Spring term (*Jan-Apr*)

Summer term (*May-Jul*)

Accommodation arrangement:

University hall (*recommended by university*)

Hostel (*privately arranged*)

Rented accommodation by a landlord

Family's friend's or relative's house

Homestay provided by SE

Other

Student's accommodation address:

.....
.....

University staff contact details dealing with students under 18-year-old

.....
.....

PARENTS' DETAILS

Father's first name:

Father's surname:

Occupation:

Address (if different for the student's):

Home telephone no:

Mobile no:

Email:

Level of English:

Mother's first name:

Mother's surname:

Occupation:

Address (if different for the student's):

Home telephone no:

Mobile no:

Email:

Level of English:

ADDITIONAL INFORMATION

Information on your child is crucial to protect and look after him/her well

Your child's Interests/hobbies:

.....

We strongly discourage smoking. Please state if your child is a smoker YES

Does your child have any special food requirements? e.g. vegetarian, halal etc. YES

.....

Does your child any known medical conditions? e.g. asthma, epilepsy etc. YES

.....

Does your child have any allergies? e.g. dogs, cats, dust, nuts etc YES

.....

Does your child have any special needs disorder or disabilities? e.g. dyslexia, autism, wheelchair access YES

.....

Has your child ever suffered from depression? YES

.....

Does your child take any prescribed medication? (if yes, also fill in SE medical form) YES

Is there any feature of his/her physical or mental health which the guardian should be aware of? YES

.....

Who should be contacted in case of emergency (please tick as many as necessary):

Father Mother Agent

Other:

.....

Who would you like us to contact regarding any educational/administrative matter concerning your child:

Father Mother Agent

Other:

.....

CONSENT

PHOTO CONSENT

To comply with the Data Protection Act 2018, we need your permission before we can photograph or make any recordings of your child.

May SE use your child’s photograph/recordings on SE website/social media?

YES NO Maybe, I need to approve the photo/recoding

May SE use your child’s photograph in printed publication that produces for their promotional purposes?

YES NO Maybe, I need to approve the photo/recoding

CONTRACT (acceptance of guardianship and letter of consent):

(We/I) confirm that, to the best of *(our / my)* knowledge, the above information is accurate and that *(our/my child’s)* admission to Sutherland Education Guardianship is dependent on this being so. *(We/I)* undertake to inform Sutherland Education of any significant changes in circumstances which might affect the safeguarding & welfare of our child. I also accept Sutherland Education’s ‘Terms and Conditions’ and recognize them as the binding contract.

Sutherland Education undertakes its role as The Guardian in accordance with The Terms & Conditions and the above Agreement.

I hereby give Sutherland Education Ltd authority to act as guardians in respect of the pastoral, educational and physical welfare of my son/daughter. Sutherland Education Ltd has my full permission in an emergency, and on the advice of suitably qualified medical personnel, to consent to such medical treatment as is thought proper and necessary.

(We/I) am aware that *(we/I)* need to give a six weeks’ notice, in writing, to terminate the contract with Sutherland Education and to be refunded the Expenses Deposit.

Signature of Father

Name and date:

Signature of Mother

Name and date:

Agent’s signature is not acceptable

Signature of SE member

Name and date:

TERMS AND CONDITIONS

1. Introduction

These 'Terms and Conditions' ('Agreement') refer to the contract between Sutherland Education Ltd ('we' or 'us') and the Parents or any person signing our Acceptance Letter on their behalf ('you') in respect of our guardianship service for your son/daughter ('your child').

1.1 Legal Contract

Jointly or severally you are legally responsible for adhering to this Agreement. Your child, as named on the Application Form, will be accepted into our Guardianship once all the fees have been paid in full and we have confirmed this in writing. Nothing in this contract shall confer on any third party any right to enforce any benefit of any term of this Contract (Rights of Third Parties) Act 1999. This legal contract is subject to the exclusive jurisdiction of English Law.

1.2 Data Protection

In accordance with the Data Protection Act of 1998, we are registered with the Information Commission and follow its established data management and security principles.

1.3 AEGIS Accreditation

We are accredited by the Association for Education and Guardianship of International Students. We therefore adhere to a rigid inspection framework and promote best practice in safeguarding, care and communication.

1.4 Sutherland Education Literature and Website

All our promotional information gives details about our services, company history and ethos. It is believed to be correct at the time of printing but does not form part of the agreement. Any unclear issues arising from our literature and website should be clarified in writing before you enter this Agreement. This contract forms the entire legal agreement between the parties.

1.5 Reference to documents

You may request to see any documents referred to in this agreement before you accept the offer of a place, but those documents do not form part of this contract.

1.6 Changes in circumstances

We constantly endeavour to improve our services and ensure that we comply with the latest childcare legislation. Therefore, we may introduce changes to the way our service is provided, described or promoted. We may also appoint new staff members or guardian families to take care of your child's needs. Our fee structure is regularly reviewed. We will notify you of any changes in fees a term in advance in writing to the address stipulated by you on the application form or subsequently in writing. None of the changes can invalidate this Agreement.

2. Guardianship

2.1 Sutherland Education Responsibilities

- We accept responsibility for the guardianship of your child as per the undertakings within the agreed service on the understanding that all pertinent information about your child has been revealed and your child will always comply with the requirements of our guardianship service.
- If during guardianship we discover that the agreed services of guardianship are not suitable to cover the student's needs, we reserve the right to ask the parents to reconsider their choice. If parents do not agree with our suggestion, it may be necessary to terminate the guardianship agreement.
- We will find an alternative homestay guardian for a child when a change is requested. If a child is not happy with his or her host family, the case will be carefully studied, reflections shared, and appropriate actions taken.
- Should we be informed about your child's suspension or expulsion from school, we will continue providing our guardianship service subject to us holding sufficient funds to cover additional expenditure. In the case of insufficient funds, immediate payment will be required to secure the service continuation.
- Any suspension of the guardianship service means that we relinquish all our legal liability, including the responsibility for any practical arrangements during any period of such suspension.
- We cannot accept any legal liability for your child's welfare whilst at school or for any actions other than those of an authorized guardian or persons against whom appropriate checks have been carried out.
- We will undertake all reasonable care to protect your child's rights and to inform you of any circumstances known to us which may adversely affect them.

2.2 Discretion

- We will endeavour to exercise the same duty of care as responsible parents would in relation to their child. The amount of independence allowed will depend on the age and personality of your child. Any specific restrictions you wish to be placed on your child should be given to us in writing. There may be occasions when we require your written consent to a particular arrangement, especially if you wish our guardianship service to continue without suspension when your child has been invited to stay with a third party not appointed or approved by us.
- We will exercise our discretion in respect of your child's welfare in circumstances when we are unable to contact you.
- The Letter of Consent from you authorizes us to agree to any emergency medical or dental treatment such as a blood transfusion, an anaesthetic or an operation, as deemed necessary to your child's welfare by suitably qualified medical personnel. We will only exercise this right if we have been unable to obtain your prior consent in time.

2.3 Parents' Responsibilities

- You must reveal all pertinent information about your child such as any medical history, record of misconduct, legal matters, or any family circumstances which may affect your child's welfare, happiness, security or health.
- You are required to provide us with copies of any important correspondence between you and the school, including a completed school medical form.
- You should notify us in writing of any changes in circumstances or any information which would assist us in caring for your child. This includes any change in your contact details. We cannot be held responsible for not being able to contact you using the numbers and the address supplied by you.
- You should inform us in writing should you wish to withhold your consent to your child participating in any contact sports or other physical activities which may result in some form of physical injury.
- We require you to inform us in writing should you have any objections to your child's photographs appearing in any of our promotional material.
- You are responsible for ensuring that appropriate insurance cover is arranged for your child, e.g. medical, travel, sickness and personal injury, either independently or through the school or through us.
- You are responsible for ensuring that you receive a copy of an invoice so that it is fully settled in time, in accordance with this Agreement. You are legally liable for the full payment of all invoices and any other expenses incurred by your child.
- Should you have any concerns about your child's welfare or safety you must inform us immediately so that appropriate action can be taken.

2.4 Adherence to our guidance

- Your child will be required to observe our 'Handbook for Students' which are issued upon the acceptance of your child into guardianship.
- You undertake to ensure that your child is receptive to our guidance and will abide by our instructions
- We will not accept responsibility for the consequences of any action by your child which contravenes guidance given.

2.5 Levels of guardianship support

- We work closely with schools and colleges, and services you select must be approved by us and the school or college as suitable to your child.
- If during guardianship we discover that the level of services selected is not suitable to cover your child's needs, we will ask you to reconsider your choice. If you do not agree with our recommendation, it may be necessary to terminate the guardianship agreement.

2.6. Disclosure of Information

By signing this Agreement you agree, as far as your parental rights allow, to us:

- obtaining confidential information on any matters regarding your child such as, but not exclusively, medical details or outstanding fees to an educational institution, be it a school or another guardianship organisation
- Obtaining confidential information to any third party on a 'need-to-know' basis should it be required to safeguard and promote the welfare of your child or protect another person from any harm inflicted by your child.

3. Finance

You, or any person or organisation appointed by you in writing, are jointly and severally responsible for payment of 'Fees'. 'Fees' includes our guardianship fee, registration fee, credit fund and deposit. 'Fees' are reviewed annually. Circumstances permitting, we shall provide you with a term's notice of the proposed fee increase.

3.1 Registration fee

This fee covers the processing of a student's application form. The Registration fee is a one-off fee which is not refundable.

3.2 Expenses deposit (credit fund + deposit)

The credit fund is an amount paid at the beginning of every term to cover your child's expenditure not included in guardianship fees such as UK travel, accommodation, pocket money etc. It is monitored regularly and maintained at the level proportionate to the expenditure incurred by each student during the previous term. By payment into such fund, you authorise us to make any payment in respect of any expenditure incurred by your child.

A deposit is held on behalf of every student. It can only be used in case of an emergency, suspension or expulsion from school. The deposit cannot be used as a part-payment of an outstanding invoice. The deposit can only be refunded once the guardianship arrangement has been terminated in accordance with Sutherland Education Terms and Conditions.

3.3 Guardianship Fee

This fee constitutes the remuneration for our guardianship service only as specified in our 'Pricelist', and does not cover any additional expenses such as UK travel, accommodation, pocket money, mobile phones, airplane tickets, etc. This fee includes the UK tax ('VAT').

3.4 Payment policy

- All the invoices must be settled in full before the start of every term to avoid late payment charges.
- If the funds are not received in the stipulated time, the legal liability for the guardianship will automatically lapse. This means that the guardianship responsibilities will be suspended until full payment has been received and the funds have cleared. Any part payment will only be accepted on account and will only maintain nor reinstate the guardianship service by mutual agreement
- The school will be notified of any suspension or termination of this Agreement.
- The guardianship fee does not include any costs incurred by us through the inevitable execution of responsibilities beyond those listed under 'Categories of Guardianship' or the agreed bespoke services. Please refer 'Price list' for details or contact us to clarify any misunderstanding.
- One week notice is required for the cancellation of any accommodation arrangement in a homestay. If the accommodation arrangement is cancelled less than one week notice, full payment for the cost of accommodation will still be due. An invoice will be submitted accordingly.
- In a case of travel organised through different taxi companies, any cancellation less than 24 hours (acknowledged by SE) may require a cancellation fee.

3.5 Refund Policy

- At the end of the guardianship term any unspent funds as well as the deposit are fully refundable on a written request from you. You are asked to specify in writing the preferred payment method (by Flywire or a bank transfer by giving bank details). Any transfer cost incurred will be deducted. The refund might take up to 6 weeks depending on a guardianship level.
- The guardianship fee and any expenses throughout the notice period, including accommodation are chargeable.
- Should your child not use our services for some period, be it for personal or medical reasons, any refund will be at our absolute discretion considering costs incurred and the loss of anticipated income to the homestay.

4. Termination of the Guardianship Contract

- We reserve the right to relinquish the guardianship responsibilities without due notice if circumstances arise which are of a material nature, or important information about your child's history has been withheld. Whilst we are not bound to any set notice period in this respect, notification of any such decision made will be given in writing prior to the termination taking place
- To secure the continuity of the service provision all payments must be made in the time stipulated on an invoice.
- To withdraw a student from our guardianship, six weeks' notice is required in writing for the deposit to be refunded. If insufficient notice has been given a half-term fee in lieu of notice will be payable.
- We reserve the right to terminate this Agreement should any other educational establishment or guardianship organisation inform us of any outstanding fee.

Please ensure that all the terms and conditions have been understood