



## KSS Guardianship Service Terms and Conditions

### 1. Definitions

'KSS/We/Us' means Kensington Student Services Limited of registered office 52A Cromwell Road, South Kensington, London SW7 5BE. Company number: 8241692.

'Student' means the overseas student whose parents or legal guardians (non-UK resident) have entered into this agreement with KSS to provide the Services.

'Parents' means the person/s who have signed this agreement as the parent/s of the Student.

'Services' means either Standard or Basic guardianship services as outlined in service level, selected by the Parents and offered to the Student by Bright World.

'College' means Mander Portman Woodward Independent College.

'Bright World' means Bright World Guardianships Ltd and the provider of the guardianship services.

'Academic Year' means the period of time the Student is enrolled in an academic programme.

'KSS Accommodation' means the accommodation that the Student resides in arranged by KSS.

'Alternative Accommodation' means accommodation not provided by KSS or Bright World but chosen independently by Parents/Student or a third party.

'Emergency Homestay' means short-term accommodation provided for the Student in the event of an emergency for the duration of this agreement.

'Notice' means the official written notification to be given to have the selected guardianship service terminated with a refund awarded based on the criteria set in the below terms.

### 2. Duration of this agreement

Bright World will take on the role of educational guardian during selected term time throughout the Academic Year and during the Easter break if the Student opts to remain in their KSS Accommodation. Bright World will not act as educational guardian for the duration of Christmas and summer holidays. It is expected that the Student will leave the UK and return home during such periods of time.

### 3. Bright World's obligations/responsibilities

- I. To act as educational guardian: Bright World will act as educational guardian for the Student for the period as defined in paragraph 2 and take appropriate actions according to the selected service level at the College and/or KSS Accommodation's requests.
- II. To provide emergency arrangements: Bright World will arrange emergency homestay and/or arrange for emergency medical care for the Student in circumstances including: serious illness, failure of transport and/or accommodation arrangements and suspension/exclusion from the College for

the duration of this agreement.

- III. To provide transport arrangements: Bright World will assist in making appropriate travel arrangements for the beginning and end of term as requested by Parents/Student according to the selected service level. Bright World will also assist in arranging transport to and from the Emergency Homestay if required. Costs incurred for travel arranged by Bright World will be billed directly to the Student's family.
- IV. To contact with the College and KSS Accommodation: Bright World will maintain regular contact with the College and KSS Accommodation officer, and where appropriate will attend meetings, including Parents' evenings, and/or take actions on behalf of the Parents.
- V. To contact with Parents and Student: Bright World will maintain regular contact with Parents and Student, and be contactable 24/7 in case of an emergency. KSS will notify the Parents as soon as possible in the event of a serious problem. Bright World reserves the right to use their professional judgement when deciding if a request is deemed unreasonable.
- VI. Other responsibilities: Bright World agrees to carry out the Services as set out in the selected guardianship service level. If for any reason Bright World has cause to suspend Services, we will no longer be acting as educational guardian during this period of time and will be absolved of all associated duties and responsibilities.
- VII. Releasing care: Bright World advises that the Student should not stay in hotels, B&Bs or privately rented accommodation without the supervision of responsible adult/s. Bright World cannot take responsibility for any arrangements made independently by either the Student/Parents or a third party and Bright World will take no responsibility for the welfare of the Student during the period of such situations when the student is effectively under Parental Care.
- VIII. Bright World will, where appropriate, exercise its discretion on behalf of the Parents where consents are required from the School for activities to be undertaken by the Student.

### 4. Parents' authority, declarations and responsibilities

- I. Legal responsibility: The Parents will always be the Student's legal guardian. The Parents confirm that they have legal responsibility for the Student and that no other person's consent is required for this agreement.
- II. Authority: The Parents confirm that they authorise Bright World to act as educational guardian for the Student for the periods set out in paragraph 2, provided that Bright World shall be released from all associated duties during any periods when the Student is under direct control of the Parents or is absent from the College for the purposes not sanctioned by KSS or the College. The Parents authorise



Bright World to delegate such parental powers and duties to the School and the Host Family in such a manner and to such an extent as it thinks fit. The Parents confirm that they authorise Bright World to take necessary actions for the Student in the event of an emergency and will be liable for any costs incurred for the arrangements such as, but not limited to, travel expenses, homestay fees and Staff time for physical attendance. The Parents confirm their understanding of the medical release form that forms part of the student application form and confirm that the Student has no allergies or special medical conditions which would affect the Student's medical treatment other than as disclosed separately in writing by the Parents. Bright World may at its discretion attempt to obtain consents from the Parents for serious or emergency medical treatment but this may not be possible, due to, but not limited to, language difficulties or shortage of time, Bright World will therefore be under no obligation to obtain such consents from the Parents.

- III. Confidentiality: The Parents authorise Bright World to override their own (in so far as they are entitled to do so) and the Student's rights to confidentiality, in order to impart confidential information on a "need to know" basis where necessary to safeguard or promote the Student's welfare, or to avert a perceived risk of serious harm to the Student, or to another person. Where appropriate the College will be informed of any particular vulnerability the Student may have.
- IV. Disclosures: The Parents confirm that they have provided full and accurate details of any medical conditions (including allergies), disabilities, special educational needs, or learning difficulties of the Student as well as any behavioural, emotional and/or social difficulties of the Student, in a separate confidential letter, and that they will update Bright World immediately with any changes.
- V. Behaviour: Bright World attaches importance to good behaviour, courtesy, integrity, good discipline and respect for the needs of others. The Parents warrant that the Student will be well behaved, respectful to Bright World Staff, the Emergency Homestay family and their home, will attend each school day, will be punctual and will work hard.
- VII. Visa: The Parents confirm that they understand that it is their responsibility to arrange for the Student's visa to study in the UK.
- VIII. Insurance cover: Bright World does not offer its own insurance policy. We suggest that the student may wish to take out insurance whilst they study in the UK against such risks as personal accident, health and hospital expenses, loss or damage to belongings and public liability. It is the Parents' responsibility to arrange appropriate insurance cover as needed. Bright World can assist with a suggested provider should the parents wish.
- IX. Indemnity: The Parents agree to indemnify KSS against any liability which KSS may incur in respect of breach of a duty of

care and/or breach of contract caused by (or contributed to by) anything which the Parents/Student do, or fails to do, in the performance of this agreement.

- X. Payment: The Parents agree to pay the Fees in accordance with the provisions on Fees set out in paragraph 5, and to terminate this agreement only in accordance with the provisions on Notice set out in paragraph 6.
- XI. Contact: The Parents and Student must be reachable and communicable in English in case Bright World Staff need to contact them. Student must provide Bright World with up to date UK mobile phone number and email address. Student must always carry the Bright World guardianship emergency mobile number and email address with them at all times in case they need to communicate with Bright World staff.

## 5. Fees

- I. The expression Fee(s) means all sums of money charged to your account under the terms of this agreement including (without limitation) expenses incurred by emergency arrangements by Bright World and including the cost of repairing damage caused by the Student in the Emergency Homestay.
- II. All Fees are payable in advance, except the costs incurred in the event of an emergency which will be invoiced additionally as applicable.
- III. Fee rates: The fee rates are set out in the KSS Guardianship Brochure. Fee levels will be reviewed each year and there will be reasonable increases from time to time.
- IV. Late payment: Late or non-payment of fees may result in a suspension of the service. Cheques and other Payment methods delivered at any time after payment is due will be presented immediately and will not be considered as payment until cleared. Parents shall also be liable to pay all costs, fees and charges reasonably incurred by KSS in the recovery of any unpaid Fees.
- V. Refund / waiver: Fees will not be refunded or waived for: absence through sickness; if a school term is shortened or a vacation extended; due to a problem or delay with a visa; for any cause other than exceptionally and at the sole discretion of the KSS guardianship manager in a case of genuine hardship, or where there is a legal liability under a court order or under the provisions of this Agreement to make a refund.
- VI. In the event that a parent needs to cancel or alter previously booked homestay accommodation, 3 weeks notice is required in writing. Failure to comply with this will render the parents liable to pay cancellation fees. Cancellation of a host family more than 7 days and up to 3 weeks incurs a 50% charge and less than 7 days incurs a 100% charge.

## 6. Termination of the agreement and notice

- I. Notice of termination: Unless there are exceptional circumstances which justify short notice, as discussed with



and agreed by Bright World Guardianships in writing, the Parents will provide Bright World at least one-term's written notice before bringing this agreement to an end. Bright World will give the Parents/Student at least one term's written notice before bringing the Agreement to an end, unless otherwise stated in this agreement. This means, therefore, that any such Notice, whether given during term time or during school holidays, must expire at the end of the following term. If one-term's notice is not given, the Parents will be liable for one-term's guardianship fees. This charge represents a genuine pre-estimate of the loss to Bright World in these circumstances. This rule is necessary to promote stability and the ability of Bright World to secure staffing and other resources.

- II. Termination through poor behaviour: In the event of the Student being expelled by the College in accordance with its rules and regulations, Bright World shall immediately be released from all its obligations to the Parents/Student under the terms of this agreement and the Parents shall not be entitled to any refund of fees. Any new arrangement for the Student following expulsion must be the subject of separate negotiation between the Parents and KSS.
- III. In the event of the Student not being expelled by the College but the Student being guilty of persistent unreasonable behaviour and/or behaviour of a seriously unreasonable nature, under circumstances where Bright World acting reasonably shall no longer be prepared to accept responsibility for the Student, then Bright World may terminate this agreement forthwith by Notice in writing to the Parents in which event Bright World shall immediately be released from all its obligations from the Parents/Student under the terms of this agreement and the Parents shall not be entitled to any refund of fees. The above behaviours expected are outlined below:
  - a. The Student must be considerate of Bright World Staff at all times and must help to maintain a peaceful environment wherever they reside.
  - b. There is zero tolerance of bullying, violence, aggression, racism and discrimination towards Bright World Staff, visitors, homestay families the Student stay with.

#### 7. Legal liability

Unless negligent or guilty in some other way of wrong doing that causes injury, loss or damage, Bright World cannot accept responsibility for any loss or damage arising from or caused by any act of omission by Bright World, any of its staff, homestay family or the Student or any loss or damage that results if the Parents have not provided to Bright World the requested or relevant information about themselves or the Student.

#### 8. Data protection

Parents confirm that all information provided by them to KSS and Bright World is correct, accurate and up-to-date.

Subject to the Data Protection Act 1998, the Parents' consent on behalf of themselves, and where appropriate, on behalf of the Student, to KSS and Bright World collecting, using and disclosing information about themselves and of the Student for the following purposes:

- Arranging for a suitable Emergency Homestay for the Student when emergency
- Providing educational guardian services including welfare services and administration
- Safeguarding and promoting the welfare of the Student

#### 9. Promotional Material

Sometimes we take photographs for us to use for identification purposes, for sending back to you in our reports and from time to time would like to use these in promotional material such as this brochure, the student handbook or our website. If you do not agree to this, you must inform us in writing.

#### 10. Third party rights

Only Bright World, KSS and the Parents are parties to this agreement. Neither the Student nor any third party is a party to it. The acts and omissions of the Parents are binding on the Student 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 Student and vice versa.

#### 11. English Law/Governing Law

This agreement and any agreement with the College and any other matters relating to the Services shall be subject to English Law and the Parents undertake to submit to the jurisdiction of English Courts in respect of any matters arising out of any of them. 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.

By signing below you are confirming that you accept Bright World as educational guardian in line with the terms and conditions above and the service level agreement already provided.

#### 12. Variation of terms and conditions

Bright World reserves the right to vary or add to these terms and conditions, if necessary, to comply with any applicable laws or as otherwise determined necessary by Bright World. No variation, additions or waiver to these terms and conditions shall operate to release the Parents from its obligations under these terms and conditions.



Parent's name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Signature:

For and on behalf of Bright World

\_\_\_\_\_

Date:

\_\_\_\_\_

Signature: