



## **POLICY DOCUMENTS**

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<b>Source/Author of document</b>	Steve King



## Guardianship Policy

### 1. Introduction

- **Scope.** Parents of pupils under the age of 18, at Kingham Hill School who are resident outside the UK must appoint an Education Guardian for their child in the UK. Pupils who are 18 and have chosen not to appoint a guardian must provide an emergency accommodation address, should the school need to remove them from the site. This policy provides information on education guardianship and also includes the Education Guardianship Form which all parents of pupils under the age of 18, who reside overseas are expected to complete. Parents of overseas pupils who are age 18 or over are recommended to appoint an Education Guardian, but procedures for those who wish not to do so are detailed in this policy.
- **Interpretation.** The technical meaning of 'Guardian' refers to a person who is appointed to care for a child because the parent or guardian has died, or to a person acting as a testamentary guardian or a guardian of the child's estate. We will refer to this type of guardian as a Legal Guardian. The second, informal meaning arises where there is simply a delegation of parental responsibility and we refer to this as an Education Guardian. The expression 'Parental Responsibility' means the whole raft of rights and duties which a parent has in relation to their child. Married parents, Legal Guardians and those with court orders have parental responsibility. Unmarried fathers may acquire parental responsibility by agreement, by registering the birth jointly with the mother or by Court Order but they do not obtain such responsibility automatically. A number of people can have parental responsibility at the same time. Parent and Legal Guardians do not lose it when others or a local authority acquire it (except in adoption cases). 'Delegated Parental Responsibility' is where a person who has parental responsibility may arrange for some or all of it to be met by one or more persons acting on their behalf, such as a nanny, Educational Guardian or a boarding school.

### 2. Why must an Education Guardian be Appointed?

- It is usual for independent schools to insist that overseas parents appoint Education Guardians for their children whilst they are at school in the UK. This is to ensure that there is somebody in the UK who can take responsibility for the child or young person and provide them with care and support when they are not in the care of the School. The Education Guardian should also be given legal authority to act on behalf of the Parent in all respects. The Education Guardian's responsibilities usually include caring for the pupil as would a responsible and caring parent by, for example, being in regular contact with the pupil and providing advice and support as necessary. The Education Guardian will need to care for the Kingham Hill School pupil and take responsibility for the pupil if he / she is unwell, suspended or otherwise released from School. Responsibilities also include being authorised to make certain decisions concerning the pupil on the Parents' behalf, for example decisions regarding emergency medical and dental treatment and matters of a disciplinary nature. The Education Guardian may provide accommodation for the pupil, or the pupil may be accommodated elsewhere.

### **3. Who can be an Education Guardian?**

- An Education Guardian may be a family member, a family friend, a guardianship agency, a host family or other responsible adult based in the UK. Most overseas parents use a guardianship agency to act as Education Guardian. Guardianship agencies typically arrange accommodation as well as acting as Educational Guardian for their pupils. Guardianship agencies will usually arrange accommodation for their pupils through host families, although sometimes other accommodation options will be used. Host families will then be responsible for providing the day to day care of the pupil, accommodation and meals. If the guardianship agency arranges accommodation for the child or young person, the agency will be responsible for ensuring the quality and safety of the accommodation including the necessary recruitment (DBS) checks.

### **4. How is an Education Guardian Appointed?**

- The responsibility for choosing an appropriate Education Guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an Education Guardian. It is expected that the Parents will appoint an Education Guardian via a reputable organisation, preferably a member organisation of the Association for the Education and Guardianship of International Pupils(AEGIS). AEGIS is the authoritative association for inspecting and accrediting guardianship agencies in the UK. AEGIS can be contacted via their website: [www.aegisuk.net](http://www.aegisuk.net). It is important to note that the School does not recommend any specific agency and parents are required to make their own checks into the suitability of any agency. The School is not able to arrange the appointment of an Education Guardian and is not able to arrange accommodation for any pupils.

### **5. Education Guardianship Agreement**

- Parents of pupils under the age of 18, who reside outside of the UK are expected to complete an education guardianship form (see Appendix 1) which provides the School with full details of the Education Guardian and the responsibilities which the Parents have delegated to them.
- Parents of pupils aged 18 or over, who reside outside of the UK are expected to complete either an Education Guardianship Form (see Appendix 1) which provides the School with full details of the Education Guardian and the responsibilities which the Parents have delegated to them, or a proforma (see Appendix 2) excepting full responsibility for the safety, security and accommodation of their child, during: School closures (including holidays, exeats and those resulting from unforeseen circumstances); exclusions/suspensions and illness preventing the pupil from remaining within a boarding house.
- Parents must inform the School of the name and contact details of any appointed Education Guardian and must also inform the School immediately if there are any changes to any details relating to the Education Guardian.

- When a pupil who has a Education Guardian reaches the age of 18, the parent must inform the School whether they intend to continue the arrangement. If they wish to discontinue the arrangement with the guardian, they must inform the School and sign the opt out proforma at Appendix 2.

## **6. Private Fostering**

- Private fostering is when a child or young person under 16 years of age goes to live with someone for 28 days or more by private arrangement with someone who is not a:
  - Parent
  - Close relative (brother, sister, aunt, uncle, grandparent or step parent)
  - Guardian or a person with parental responsibility.
- In these circumstances the School has a legal duty to refer to the local authority. For more information please follow this link:
  - <https://www.oxfordshire.gov.uk/cms/content/private-fostering-arrangements>

## **7. Emergency care**

- There may be the need for a guardian or EU-based parent to travel to collect their pupil/child. Such guardian or parent must reach the School within 12 hours of being contacted. In an emergency the Houseparent or Medical Centre will contact the guardian or parent to request that they collect their pupil/child.
- Emergency care will be deemed necessary if:
  - The pupil has contracted an illness and the school Nursing Sister considers it important that the pupil be removed from the school campus
  - The pupil is seriously distressed, emotionally or psychologically, and needs to be away from the School
  - The pupil has had an accident and requires prolonged treatment off site
  - The pupil has been disciplined and this results in suspension or exclusion.
- If a guardian or parent is unable to collect their pupil/child within 12 hours, the pupil/child will be moved to Headmaster's House (if space permits) and a charge of £150 per 24 hours of part thereof will be made and added to the pupil's account. Headmaster's House is a large building with nine bedrooms. It has been adapted to accommodate pupils who require emergency care and meets the standards required within BSA and ISI guidance.

## **8. Appraisal of guardianship arrangements**

- Before the commencement of every new school year, the School will check that all pupils who require guardianship cover have adequate arrangements in place.
- If the School deems that guardianship arrangements are inadequate, it will insist that the terms of this policy are met by the first exeat. If adequate arrangements are not in place by the first exeat, the pupil will lose their place to study at Kingham Hill School.
- If at any other time during the school year the School deems that guardianship arrangements are inadequate, it will insist that the terms of this policy are met within four weeks of the parents being notified. If adequate arrangements are not in place within four weeks, the pupil will lose their place to study at Kingham Hill School.

## **9. Communication**

- To ensure the best possible level of coordination between School, parents, guardians and where appropriate, recruiting agencies, the following procedures will be normally adhered to by Kingham Hill School:
  - Grades, reports and other official school communication will be sent to the pupil's parents. The parents are able to request that grades, reports and other official school communications be sent to guardians and/or recruiting agents
  - The School will copy parents, guardians and recruiting agents variously into e-mail correspondence to any of the aforementioned, unless the School deems this inappropriate or where the parents have requested otherwise
  - We strongly encourage the guardian and houseparent to develop a positive working relationship, liaising where appropriate to ensure the best possible level of care for the pupil.

## **10. Proof of Identity**

- The School may insist on seeing the ID and proof of DBS clearance of any third party involved on behalf of parent, guardian and where appropriate, recruiting agency if a third party is being used to take the pupil from the school or out of emergency cover. The School must have advance notice of any third party involvement.

## **11. Exeat arrangements**

- The School usually has five exeat weekends in any school year. Although the timings vary, typically the School closes from mid- afternoon Friday until Sunday evening. Specific dates and times can be found on the school calendar and the published term dates. If the pupil is in the UK on a Student & Child Student Routes Visa, the School must record where the pupil will reside during these closures.

- Pupils under the age of 18 will normally either spend time with the parents, family, guardian or a host family nominated by their guardianship agency. Parents can however make alternative arrangements.
- Pupils over the age of 18, who have chosen not to have a guardian, must inform the School of their plans and provide an address at which they can be contacted. Even though the pupil is 18 or older, parents need to confirm that they have approved their son's/daughter's weekend plans.
- Alternatively, the School offers an official exeat programme. This usually includes two full-day trips to places of interest, along with board, lodging and 24-hour care. The programme is run by members of school staff. The School programme costs £330 per weekend (school year 2018/19), although this may vary if exeat falls on a Bank Holiday.
- The parent's plan for how their child is to spend exeat must be communicated to their houseparent by the end of the Monday preceding the exeat weekend. The School reserves the right to insist that a pupil join the official school programme if it deems that the arrangements put in place by a guardian or parent is inadequate and exposes the pupil to undue risk, or if notification of plans arrive late or not at all.

## **12. Points of contact**

- It is the job of the School Registrar to ensure that guardianship arrangements, if required, are in place by the time a pupil takes up their place at Kingham Hill School. All correspondence and any questions ought to be directed to her: [registrar@kinghamhill.org](mailto:registrar@kinghamhill.org)
- If there are any changes in guardianship arrangements or contact details, please inform the School Academic Administrative Manager ([m.norgrove@kinghamhill.org](mailto:m.norgrove@kinghamhill.org)) who will ensure that the relevant houseparent and the Deputy Head are informed.

**Magnus Eyles**

**Last reviewed and updated: September 2021**

**To be reviewed: September 2022**

## Guardianship Policy

### Appendix 1 - Education Guardianship Form

If Parent(s) of pupils under the age of 18, at Kingham Hill School are resident outside the UK, the Parent(s) must appoint an Education Guardian for the pupil who is based in the UK. This form must be completed to inform the School of the Education Guardian appointed.

Please complete two copies of this form and return one copy to the Registrar.

Please keep the second copy for your records.

Child's details (Child)	
Full name	.....
Date of birth	..... Year .....
House	.....
Parent(s) details (Parent(s))	
Mother's full name	.....
Father's full name	.....
Address	..... ..... .....
Telephone number	.....Fax
number	.....
Mother's mobile number	.....
Mother's e-mail address	.....
Father's mobile number	.....
Father's e-mail address	.....

## **General**

- I/We confirm that I am/we are the Parent(s) of the above named Child and that I/we have parental responsibility for the Child in accordance with the Children Act 1989.
- I/We hereby acknowledge that we are required as a condition of our Child's place at Kingham Hill School to appoint an Education Guardian.
- I/We acknowledge that by completing this form and returning it to the School I am/we are confirming the details of the Education Guardian I/we have appointed for the above named Child while he/she is a pupil at the School and that should the arrangements detailed below change I/we will notify the School in writing immediately.
- I/We acknowledge that the School has taken no part in the selection or appointment of the Education Guardian named on this form and that I/we have satisfied myself/ourselves that the Education Guardian is suitable to be responsible for the Child's welfare in the manner described.
- I/We acknowledge that I am/we are satisfied with the insurance arrangements which have been put in place for the Child when they are in the care of the Education Guardian.
- I/We understand that the School will not, unless negligent, be liable in respect of injury, loss, damage or costs arising out of or in any way connected with this Education Guardianship appointment.

## **Appointment**

- I/We have appointed the Education Guardian named below to act on my/our behalf in all matters concerning the safety and welfare of the above named Child whilst they are attending the School.
- I/We confirm that I/we have made arrangements to cover the costs associated with performance of the role of Education Guardian.

## **Authorisation**

I/We have authorised the Education Guardian named below to:

- Attend the School premises in case of emergency and if deemed necessary by the School provided that the Education Guardian informs the Parent(s) of what has happened immediately
- Make all necessary travel arrangements including collecting the Child from the appropriate airport or railway station and delivering them to the School and collecting the Child from the School and delivering them to the appropriate airport or railway station at the beginning and end of term
- Ensure the Child attends School punctually each day in accordance with the School's timetable



- Collect and accommodate the Child in their home in the evening and at weekends during the school term, if necessary.
- Collect and accommodate the Child in their home in the event that the Child is unwell and unable to attend School.
- Collect and accommodate the Child in their home in the event that the Child is excluded for non-payment of fees or suspended for disciplinary or other reasons.
- Collect and accommodate the Child in their home at half-term and during holidays and at the beginning and end of term if required.
- Arrange and, if appropriate, attend medical appointments for the Child.
- Provide consent for the Child to receive emergency medical treatment if necessary.
- Liaise with the Headmaster and Houseparent in connection with matters related to health, welfare and educational progress of the Child.
- Pay all legitimate expenses incurred for the Child by the School and by the Child themselves.
- Attend School events including, for example, parents' meetings, Speech Day, as well as sports fixtures, concerts and other performances in which the Child is participating.

<b>Full name</b>	.....
<b>Date of birth</b>	.....
<b>Address</b>	.....
	.....
	.....
<b>Telephone number</b>	.....
<b>Fax number</b>	.....
<b>Mobile number</b>	.....
<b>Email address</b>	.....
<b>Relationship to the Child</b>	.....

## Agreement

- By signing this form the Education Guardian confirms his/her acceptance of this appointment by the Parent(s) as Education Guardian of the above named Child and confirms that he/she has agreed with the Parent(s) to comply with the requirements listed above.
- The Education Guardian confirms that he/she has agreed with the Parent(s) to take personal responsibility for the Child to the extent required and authorised above and will not delegate any of his/her responsibilities without prior written consent from the Parent(s).
- The Education Guardian confirms that he/she has agreed with the Parent(s) to notify the Parent(s) and School, if applicable immediately in the event of any emergency involving the Child.
- The Education Guardian confirms that he/she has agreed with the Parent(s) to notify both the Parent(s) and the School immediately if he/she is no longer willing or able to continue as the Child's Education Guardian.

Signatures			
<b>Father</b>	.....	<b>Date</b>	.....
<b>Mother</b>	.....	<b>Date</b>	.....
<b>Education Guardian</b>	.....	<b>Date</b>	.....

## **Guardianship Policy**

### **Appendix 2 - Education Guardianship Opt Out (Pupils aged 18 or over only)**

If Parent(s) of pupils aged 18 or over, at Kingham Hill School are resident outside the UK, the Parent(s) may opt out of the requirement to appoint an Education Guardian for the pupil who is based in the UK. This form must be completed acknowledging the terms under which this agreement has been made.

Please complete two copies of this form and return one copy to the Registrar.

Please keep the second copy for your records.

#### **Terms of Agreement**

I/We confirm that I am/we are the Parent(s) of the above named Child and that I/we have parental responsibility for the Child in accordance with the Children Act 1989.

I/We confirm that we have elected not to appoint an Education Guardian for our child and that I/we agree that the School is not responsible for the provision of any services beyond those routinely provided to a child with an appointed Educational Guardian.

I/We confirm that I/we are responsible for:

- In case of an emergency, making appropriate arrangements to attend the School, appoint an emergency guardian or make appropriate arrangements for the care of my/our Child.
- Making all necessary travel arrangements including collecting the Child from the appropriate airport or railway station and delivering them to the School and collecting the Child from the School and delivering them to the appropriate airport or railway station at the beginning and end of term
- Ensuring the Child attends School punctually each day in accordance with the School's timetable
- Arranging accommodation for the Child during planned and unplanned term time closure of the School
- Notifying the School, for the purpose of immigration requirements, of the residency address and contact details of the Child, when away overnight from the School site.
- Arranging accommodation for the Child in the event that the Child is unwell and unable to attend School
- Arranging accommodation for the Child in the event that the Child is excluded for non-payment of fees or suspended for disciplinary or other reasons

- Arranging accommodation for the Child at half-term and during holidays and at the beginning and end of term if required
- Arranging and, if appropriate, attending medical appointments with the Child. This may include arranging a suitable adult to accompany them.
- Providing consent for the Child to receive emergency medical treatment if necessary
- Liaising with the Headmaster and Houseparent in connection with matters related to health, welfare and educational progress of the Child
- Paying all legitimate expenses incurred for the Child by the School and by the Child themselves
- Attending School events including, for example, parents' meetings, Speech Day, as well as sports fixtures, concerts and other performances in which the Child is participating. This may include arranging a suitable adult to act on your behalf.

Child's details (Child)	
Full name	.....
Date of birth	..... Year .....
House	.....
Parent(s) details (Parent(s))	
Mother's full name	.....
Father's full name	.....
Address	..... ..... .....
Telephone number	..... Fax
number	.....
Mother's mobile number	.....
Mother's e-mail address	.....
Father's mobile number	.....
Father's e-mail address	.....

Signatures			
Father	.....	Date	.....
Mother	.....	Date	.....
Registrar	.....	Date	.....