DULWICH COLLEGE
FOUNDED 1619

GUARDIAN POLICY

1. Purpose of Policy

1.1 Parents of pupils at the College who are living or resident outside the UK must appoint an Education Guardian for their child. An Education Guardian is a pupil's carer in the UK outside of term-time for less than 28 days and/or the College's emergency contact in the UK for the pupil. This is the case for all pupils, irrelevant of age (including pupils aged 18 and over).

1.2 The aims of the policy are to:

- explain the College's requirements and expectations relating to educational guardianship; and
- ensure the College comply with its legal obligations as an independent school and Child Student Sponsor (as applicable).

1.3 This policy should be read alongside the Dulwich College Standard Terms and Conditions and the Safeguarding (Child Protection) Policy both of which can be located on the Dulwich College website.

2. Definitions

The following definitions apply:

- **Guardian**: 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; this type of guardian is referred to as a **Legal Guardian**. The second, informal meaning arises where there is simply a delegation of parental responsibility to an individual; this type of guardian is referred to as an **Education Guardian**.
- **Sponsored Pupil**: A non-UK/Irish national who has been issued a Certificate of Acceptance to Study (**CAS**) by the College i.e. they hold a valid visa granting permission for them to study at the College.

3. Responsibilities of an Education Guardian

3.1 The purpose of the appointment of an Education Guardian is to ensure that there is somebody in the UK who can take responsibility for the pupil and provide them with care and support when they are not in the care of the College. The Education Guardian should be given legal authority to act on behalf of the parent(s) in all respects.

3.2 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 pupil and take responsibility for the pupil if they are unwell, suspended or otherwise released from the College. 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.

3.3 The Education Guardian may provide accommodation for the pupil, or the pupil may be accommodated elsewhere (if arranged through a guardianship agency). No pupils are permitted to remain in residence at the College during school holidays or exeat weekends, as published in the College calendar, as there is no provision for appropriate supervision during school holidays or exeat weekends.

3.4 Certain parental duties cannot be delegated to an Education Guardian. In particular, Education Guardians cannot sign a Child Student/Student visa application on behalf of the parents.

4. Who can be an Education Guardian?

4.1 Any appointed Education Guardian must be accredited or certified by the Association for the Education and Guardianship of International Students (**AEGIS**)[1] or the Boarding Schools' Association (**BSA**)[2], unless it is a family member or family friend who meets the guardianship conditions as set out in this policy.

4.2 Guardianship agencies typically arrange accommodation as well as acting as Education Guardian for pupils whose parents are using their services. Guardianship agencies will usually arrange accommodation for the pupils through host families, although sometimes other accommodation options will be used. Host families will then be responsible for providing the care of the pupil, accommodation and meals on exeats/half term etc. If the guardianship agency arranges accommodation for the pupil, the agency will be responsible for ensuring the quality and safety of the accommodation including the necessary recruitment (e.g. DBS) checks.

4.3 Education Guardians are required to provide the College with a Letter of Undertaking confirming they agree to the proposed living arrangements. Guardianship agencies must complete this in the first instance and upon the appointment of each homestay a new Letter of Undertaking is required. Guardianship agencies must ensure these are sent to the College ahead of each homestay appointment.

[1] AEGIS is a national body for monitoring and regulating the welfare of international students and provides accreditation of Educational Guardianship Organisations in line with the National Minimum Standards for Boarding. A list of accredited guardians can be found on the AEGIS website: https://aegisuk.net/parentshttps://aegisuk.net/parents-agents/agents/

[2] The BSA champions boarding and promotes boarding excellence. The BSA is the largest association of boarding schools in the world and represents more than 600 independent and state boarding schools, over 500 of which are based in the UK. The list of BSA Certified Guardians can be found on the below link: BSA Certified Guardian Scheme | Boarding School Training | The Boarding Schools' Association

5. Appointment and Management of an Education Guardian

5.1 The responsibility for choosing an appropriate Education Guardian rests solely with the parents. The parents are responsible in each case for satisfying themselves that an Education Guardian is suitable and will promote the welfare, physical wellbeing and emotional wellbeing of their child. Education Guardians must be in a position to carry out the duties set out in the Education Guardian Nomination Form, and it is the responsibility of the parents to share this policy and the expectations of being a guardian with the appointed Education Guardian.

5.2 As stated above, it is expected that the parents will appoint an Education Guardian via a reputable organisation i.e. either a member organisation of AEGIS or a certified guardian under the BSA Certified Guardian Scheme.

5.3 If the parents choose to appoint a family member or family friend as Education Guardian for their child, that person must be known to the pupil and the family and be able to evidence this.

5.4 In addition, an Education Guardian must:

- be over the age of 25, resident in the UK, and be a British Citizen or have Settled Status in the UK;
- not be a current university undergraduate student;
- be contactable and accessible throughout the term and have the authority to take full responsibility for the pupil in the parent's absence and to provide suitable accommodation (not university accommodation), including a separate bedroom, for the pupil;
- be financially able to support/feed the pupil as required during holiday periods or periods of absence from the College;
- where the pupil has English as a Second Language and the parents do not speak English, be able to act as translator and speak on their behalf (and if this is not the case, it is the parents' responsibility to provide someone else who can undertake this role);
- not hold a criminal record or live in the same household as anyone with a criminal record; and
- if the parents choose to appoint a family member or family friend as an Education Guardian, permit the College to undertake an enhanced DBS disclosure and Children's Barred List check if requested (and provide the required documentation for that purpose).

5.4 It is important to note that Dulwich College does not recommend any specific Education Guardian or guardianship agency. Furthermore, it is the parents' responsibility to check that any Education

Guardian (whether an individual or through an agency) is suitable and that adequate safeguarding measures have been undertaken in their appointment.

5.5 It is the parents' sole responsibility to manage the guardianship arrangements in place, and the College shall not become involved in any management discussion or dispute with Education Guardians.

5.6 The College is not able to arrange the appointment of an Education Guardian and is not able to arrange accommodation for any pupils.

5.7 The College reserves the right not to authorise a nominated Education Guardian that it feels does not fulfil this the requirements set out in this policy.

6**. Sponsorship Duties**

6.1 As a Child Student/Student visa sponsor, the College is required to ensure that there are suitable care arrangements in place for Sponsored Pupils, which encompass travel, reception when they arrive in the UK and living arrangements while in the UK.

6.2 The College reserves the right to not assign a Confirmation of Acceptance of Studies (CAS) until it is satisfied with the education guardianship arrangements, including:

- compliance with the requirements set out in this policy
- confirmation that the Education Guardian meets all prevailing UKVI requirements from time to time; and
- all documentation relating to the appointment of an Education Guardians has been provided (including, the Letter of Undertaking).

7. Education Guardian Agreement

7.1 Parents who reside outside of the UK (for the avoidance of doubt, whether or not their child is a Sponsored Pupil) are required to complete an Education Guardian Nomination Form (see below) which provides the College with full details of the Education Guardian and the responsibilities which the parents have delegated to them.

7.2 Parents must inform the College immediately if there are any changes to any details relating to the Education Guardian or if a new Education Guardian is to be appointed.

7.3 Parents must inform the College if an Education Guardian will be out of the country during term time at any time and authorise an emergency contact for the period of their absence.

7.4 In no circumstances will College staff be appointed as an Education Guardian for a pupil at the College.

8. Private fostering

8.1 A Private Foster Care Arrangement 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 and that person is not a:

- Parent;
- Close relative (brother, sister, aunt, uncle, grandparent or step-parent); or
- Guardian or a person with parental responsibility.

8.2 A Private Foster Care Arrangement requires prior approval from the relevant local authority (and failure to obtain this is an offence under the Children Act 2004). The College will require evidence of approvals from any Education Guardian who will be providing accommodation to any pupil in a Private Foster Care Arrangement.

8.3 The College shall inform the local authority of any Private Foster Care Arrangement that has been made, or appears to have been made, without all necessary approvals having been properly obtained in advance from the relevant local authority.

9. Monitoring of the Education Guardianship Arrangements

9.1 It should be noted that the College is not responsible for the welfare of pupils while staying with the nominated Education Guardian (this remains the responsibility of parents). However, the College reserves the right to determine the acceptability of and/or arrangements made for pupils when they are residing outside of College.

9.2 For individual Education Guardians, the College shall make contact with the appointed Education Guardians and ensure they are familiar with the required duties as well as how to contact the College if there are any concerns about the pupil. The College will share this policy with Education Guardians.

9.3 The College shall discuss the education guardianship arrangements with the pupil from time to time and act immediately in respect of any concerns about such arrangements. They will advise parents should arrangements prove unacceptable and, if required, refer any issues to relevant agencies accordingly.

10. Guidance & Related Policies

- Children Act 1989
- The Education (Independent School Standards) Regulations 2014
- Boarding Schools: National Minimum Standards 2022

- Dulwich College Standard Terms and Conditions
- Safeguarding (Child Protection) Policy
- UKVI Student Sponsor Duties

Policy Owner:	Principal Deputy
Last Reviewed:	January 2026
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Education Guardian Nomination Form

Pupil Details

Full Name of Pupil and Date of Birth: ……..

Boarding House: ……..

Parent(s) Details

Mother's full name and address: ……..

Mother's mobile number: ……..

Father's full name and address: ……..

Father's mobile number: ……..

Education Guardian Details

Full Name of Education Guardian and (if applicable) Guardianship Organisation:
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Education Guardian Date of Birth (if the Education Guardian is not from a Guardianship Organisation):
…….

Education Guardian's relationship to the Pupil (family/friend/organisation etc.):
……..

Details of Education Guardian or (if applicable) Address of Guardianship Organisation:

Address:
.....
……
…….

Home no: .....

Mobile: ……

Email: ……

General

1. I/We confirm that I am/we are the Parent(s) of the above-named Pupil (hereafter referred to as the Pupil) and that I/we have parental responsibility for the Pupil in accordance with the Children Act 1989.

2. I/We hereby acknowledge that we are required as a condition of the Pupil's place at the College to appoint an Education Guardian.

3. I/We acknowledge that by completing this form and returning it to the College I am/we are confirming the details of the Education Guardian I/we have appointed for the Pupil while they are a pupil at the College.

4. I/We acknowledge that the College 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 Pupil's welfare in the manner described.

5. I/We shall monitor the guardianship arrangement to ensure it continues to meet the needs of the Pupil at all times and if at any time I/we consider the arrangements to be unsuitable at any time I/we shall inform the College and seek alternative arrangements.

6. I/We acknowledge that I am/we are satisfied with the insurance arrangements which have been put in place for the Pupil when they are in the care of the Education Guardian.

7. I/We understand that the College will not, unless negligent, be liable in respect of injury, loss, damage or costs arising out of or in any way connected with the appointment of the Education Guardian.

8. I/we undertake to immediately notify the College in writing of any change of details regarding the Education Guardian and (as applicable) to provide a completed Education Guardian Nomination Form and Letter of Undertaking on the appointment of a new Education Guardian.

Appointment

9. 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 Pupil whilst they are attending the College.

10. I/We confirm that I/we have made arrangements to cover the costs associated with performance of the role of Education Guardian.

11. I/We confirm the following[3]:

[3] Complete confirmations as applicable

The Education Guardian is either a British Citizen or has Settled Status in the UK[4]	**YES / NO**
The Education Guardian is over 25 years old.	**YES / NO**
Does the Education Guardian, or anyone living in the same household as them, have a criminal record.	**YES / NO**

Authorisation

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

- attend the College premises in case of emergency and if deemed necessary by the College provided that the Education Guardian informs the Parent(s) of what has happened immediately;
- make all necessary travel arrangements including collecting the Pupil from the appropriate airport or railway station and delivering them to the College and collecting the Pupil from College and delivering them to the appropriate airport or railway station at the beginning and end of term (and complete the required travel arrangements form when the Pupil is not in College);
- be responsible for a Pupil in the event of a missed or delayed flight and to make all necessary arrangements to ensure the Pupil is collected from the airport and accommodation is sorted until new flight is arranged/confirmed.
- arrange and, if appropriate, attend medical appointments for the Pupil;
- provide consent for the Pupil to receive emergency medical treatment if necessary and only if the College is unable to contact the Parent(s);
- liaise with the Master and all relevant staff in connection with matters related to health, welfare and educational progress of the Pupil;
- pay all legitimate expenses incurred for the Pupil by the College and by the Pupil themselves; and
- attend College events including, for example, parents' meetings, sports fixtures, concerts and other performances in which the Pupil is participating.

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

[4] NB: This is a requirement of a visa application for the Pupil to study in the UK

- collect and accommodate the Pupil in their home in the event that the Pupil is unwell and unable to attend College;

- collect and accommodate the Pupil in their home in the event that the Pupil is excluded for non-payment of fees or suspended or expelled for disciplinary or other reasons; and

- collect and accommodate the Pupil in their home:

    - at the weekends during the school term (if they are a weekly boarder),

    - during half-term,

    - during exeats,

    - during holidays,

    - before the start of and after the end of term (if required); and

    - in the event of any reason why a boarder cannot reside at the College such as an unforeseen College closure e.g. pandemic

    and bring/return the Pupil to College at the appropriate time after any such above-mentioned times). If the Pupil will not be staying with the Education Guardian for the whole or part of any of the above-mentioned times, the Education Guardian must inform the Pupil's Housemaster and provide full details of where the Pupil will be staying in the alternative;

    Provided that if the Education Guardian is part of an organisation, the Education Guardian will: (i) organise the above-mentioned home to be a host family; (ii) provide full details of that host family (and any changes thereto) to the Pupil's Housemaster; and (iii) provide the College with a completed Letter of Undertaking for the host stay.

Agreement

14. By signing this form, the Education Guardian confirms:

- their acceptance of this appointment by the Parent(s) as Education Guardian of the Pupil and confirms that they have agreed with the Parent(s) to comply with the requirements listed above under "Authorisation";

- that they have agreed with the Parent(s) to take personal responsibility for the Pupil to the extent required and authorised above (and acknowledge that their email address being will be included on the College database in order to ensure that they receive all College updates) and will not delegate any of their responsibilities without prior written consent from the Parent(s);

- that they have agreed with the Parent(s) to notify the Parent(s) (and, if applicable, the College) immediately in the event of any emergency involving the Pupil;
- their agreement to use reasonable endeavours to visit the College to meet their ward's Housemaster before the end of the Pupil's first term at the College, maintain regular contact with the Pupil's Housemaster and take an interest in the academic progress and well-being of the Pupil;
- their agreement that if they will be out of the country during term time at any time then they will provide an alternative emergency contact authorised by the parents for the period of their absence and inform the Housemaster of who to contact in advance of them leaving the country should the need arise;
- that they have agreed with the Parent(s) to notify both the Parent(s) and the College immediately if they are no longer willing or able to continue as the Pupil's Education Guardian; and
- they will provide any written confirmations or documentation that may be required by UK Visas & Immigration Home Office or other authorities from time to time.

15. Furthermore, by signing this form, the Education Guardian agrees and confirms that the statements as completed in Paragraph 11 above are correct and provide documentation to the College to evidence this if requested:

YES / NO[5]

Mother's Name:……..	Signature:…….	Date:……..
Father's Name:……..	Signature:…….	Date:……..
Guardian's Name:……	Signature:……..	Date:……..

[5] Complete as applicable.