

Chinese UK Study Guardianship Department

GUARDIANSHIP APPLICATION FORM

Please complete all sections of the application form. The form should be completed in black ink or typed. **Please return the completed application form to Chinese UK Study Company Limited. Our Address : 2nd Floor, 145-157 St John Street, London EC1V 4PY, England. Our Fax No. : +44 (020) 7183 6288. Our Email Address : guardianship@chineseukstudy.com.**

1. Student Details

Surname/Family Name:

First Name(s):

UK Address (if any):

Known as:

Title:

Home Tel No:

Postcode:

Sex (M/F) :

Mobile No:

Nationality:

Email address:

Is the Student holding a UK student visa?
Yes / No

Date of birth (dd/mm/yy)

Full Address in the own country :

2. Parents Details

Mother's Full Name :

Father's Full Name :

Business / Mobile Tel No :

Email address:

3. School / College / University Details

Start Date of Guardianship Programme
(DD/MM/YYYY) :

End Date of Guardianship Programme
(DD/MM/YYYY) :

Name and address of the UK school / College /University :

Year Group :

4. Other Details

Medical Emergencies : If you cannot be contacted, do you consent to all emergency medical or dental treatment including inoculations, general or local anaesthetic, surgery or blood transfusions which, in the opinion of a qualified doctor, are necessary for your child's safety and well-being, under the national Health Service or privately if necessary?

Yes / No

Minor Ailments : Do you consent to the administration of medication such as paracetamol, cough mixture, eye drops etc normally sold over the counter by a chemist for treatment of minor ailments (always taking into account medical information you have supplied to the guardian)?

Yes / No

Transport : Do you consent to your child travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type?

Yes / No

Swimming : Do you consent to your child swimming under adult supervision?

Yes / No

All Other Activities : Do you consent to your child taking part, under adult supervision, in water sports and fairground rides?

Yes / No

Please list any specific activities in which you do not consent to your child taking part:

Please list any medical, allergy or dietary information that applies to your child:

5. Declaration

We, the parents / guardians of the child named above, hereby appoint Chinese UK Study Company Ltd to provide education guardianship services and arrange a host family for our child when they need to leave school in the United Kingdom.

We confirmed that :-

- We have read and understand the Chinese UK Study Company Ltd terms and conditions shown overleaf. We will pay the fees in advance or on receipt of an invoice.
- We have read and we understand and accept the contents of the documents referred to in the terms and conditions on pages 3 to 5 which explain the scope of the guardianship responsibilities and services.

Signature:

Date:

Statement of Terms and Conditions of Agreement between Chinese UK Study and the Parents

1. Definitions

- 1.1. Chinese UK Study means Chinese UK Study Company Limited, UK
- 1.2. “the Parents” means the parents or guardians of the Student
- 1.3. “the Student” means the student to whom this agreement relates
- 1.4. “the School” means the school at which the Student is placed for the time being
- 1.5. “the Host Family” means any host family with whom the Student is provided with homestay accommodation during the Programme
- 1.6. “the Programme” means the guardianship services offered to the student by Chinese UK Study

2. Chinese UK Study’s Obligations

- 2.1. To undertake, subject to the provisions of Paragraph 3.2 parental responsibility for the Student during term time and any additional periods during which the Student is being provided with homestay accommodation as mentioned below and, in particular, where appropriate, to exercise its discretion on behalf of the Parents where consents are required from the School for activities to be undertaken by the Student.
- 2.2. To oversee, administer and liaise on behalf of the Parents with the School throughout the duration of the Programme.
- 2.3. In the case of a Student attending a day school, to ensure that suitable homestay accommodation is provided and, in the case of a Student attending boarding school, to ensure that suitable homestay accommodation is provided where required during half terms, exeats and school holidays, subjects to the payment by the Parents of £35 or £40 pounds per night. This amount may vary from time to time.
- 2.4. To liaise with the Parents, the School and the Host Family and generally to provide for the welfare of the Student during the Programme.
- 2.5. To arrange transport for the Student between the point of arrival or departure in England and the School subject to reimbursement of expenses in accordance with Chinese UK Study published tariff.
- 2.6. Chinese UK Study will take all reasonable steps to :
 - (a) ascertain from the Student where and when he/ she intends to travel independently; and
 - (b)take all reasonable steps to provide information as to where the Student intends to travel independently to the Parent(s) within a reasonable time prior to the child’s stated intended departure date for the independent travel.

3. The Parents’ Obligations and Confirmations

- 3.1. The Parents confirm that they are the persons legally and properly entitled to act as guardians to the Student.
- 3.2. The Parents delegate their parental powers and duties to Chinese UK Study during the course of the programme provided that Chinese UK Study shall be released from all such duties during any periods when the Student is under the direct control of the Parents or is absent from the School or the Host Family for purposes not sanctioned by Chinese UK Study or by the School, in particular for purposes arranged by the parents direct.
- 3.3. To provide any additional authority which may be required by the School to enable it to supply to Chinese UK Study all information it may require concerning the Student’s performance and conduct throughout the duration of the Programme.
- 3.4. The Parents authorise Chinese UK Study 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.
- 3.5. The Parents confirm the medical release authorisation attached to this Agreement and confirm and undertake with Chinese UK Study that the Student has no allergies or special medical conditions which would affect the Student’s medical treatment other than any disclosed separately in writing by the Parents. Chinese UK Study may at its discretion attempt to obtain consents from the Parents for serious or emergency medical treatment but this may not be possible., whether because of language difficulties, shortage of time or otherwise, and Chinese UK Study will therefore be under no obligation to obtain any such consents from the Parents.
- 3.6. To be responsible for all fees properly payable in respect of the Programme in accordance with the provisions set out in Schedule 2.
- 3.7. The Parents shall not act in such a way as to prevent Chinese UK Study from carrying out its obligations under this agreement in a proper and reasonable manner.

- 3.8. Neither the Parents nor the Student will be responsible to the Host Family or the School for any accidental damage and Chinese UK Study will require the Host Family and the School to effect their own insurance against such damage. Neither the Host Family nor the School will however be responsible for the loss of, or accidental damage to, the Student's belongings and it is therefore the Parents' responsibility to take out their own insurance if required.
- 3.9. To ensure that the Student complies with all rules, regulations, Terms and Conditions of the School and all other reasonable requirements of the School and, if required by the school, to provide within acceptance of its rules, regulation, Terms and Conditions.
- 3.10. To indemnify Chinese UK Study against all costs, claims and other losses which may arise by reason of its reasonable exercise of any discretion or other authority given to it by virtue of this Agreement.

4. Termination

- 4.1. Either Chinese UK Study or the Parents may terminate this Agreement by giving to the other party at least one clear term's notice in writing to expire at the end of a term. 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 terms notice is not given, the Parents will be liable for one terms Guardianship fees of £540.
- 4.2. In the event of the Student being expelled by the School in accordance with its rules and regulations Chinese UK Study shall immediately be released from all its obligations to the Parent or the Student under the terms of this Agreement and the Parent shall not be entitled to any refund of fees. Any fresh arrangement for the Student following expulsion must be the subject of separate negotiation between the Parents and Chinese UK Study.
- 4.3. In the event of the Student not being expelled by the School but the Student being guilty of persistent unreasonable behaviour or behaviour of a seriously unreasonable nature, under circumstances where Chinese UK Study acting reasonably shall not longer be prepared to accept responsibility for the Student, then Chinese UK Study may terminate this agreement forthwith by notice in writing to the parents in which event Chinese UK Study shall immediately be released from all its obligations from the parents or the Student under the terms of this agreement and the Parents shall not be entitled to any refund of fees.
- 4.4. In the event that a parent needs to cancel or alter previously booked homestay accommodation, one month's notice is required in writing. Failure to comply with this will render the parents liable to pay full homestay costs.

5. Change of School

- 5.1. Chinese UK Study will act in accordance with any reasonable requirement of the Parents in connection with any change of school for the Student and in particular Chinese UK Study will not transfer the Student to another school without the written consent of the Parents.

6. English Law

- 6.1. This Agreement and any agreement with the School or the Host Family and any other matters relating to the Programme 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.

7. Exclusion of Chinese UK Study liability

- 7.1. As the School will be selected only with the consent of the Parent, Chinese UK Study cannot accept any responsibility to the Parents or the Student for any acts or omissions of the School relating to the Student.
- 7.2. Whilst Chinese UK Study will take proper care in selecting the Host Family, Chinese UK Study cannot accept responsibility for the actions of the Host Family in relation to the student.
- 7.3. Whilst Chinese UK Study will be pleased to assist the Student and the Parents in obtaining any visas and any other entry or re-entry documents which may be required for the Student, or in complying with any statutory entry or re-entry requirements, Chinese UK Study cannot accept any responsibility for such matters and any legal responsibility shall rest with the Student and the Parents.
- 7.4. Chinese UK Study cannot accept any responsibility generally for acts carried out in exercising its powers and duties under this Agreement or any omissions relating thereto, except insofar as such acts or omissions are in contravention of this Agreement.

7.5. For the avoidance of doubt, Chinese UK Study cannot accept any responsibility to the School or the Host Family for any acts or omissions of the Student and it is recommended therefore that each student carry his own third party insurance.

8. General

8.1. In the event of any provisions of this Agreement being held to be void or unenforceable such provision shall be deemed to be severable so that the remaining parts of this Agreement shall remain in full force and effect to the exclusion of the void or unenforceable provision.