



LORD  
WANDSWORTH  
COLLEGE

## GUARDIANSHIP POLICY

<b>Staff Member responsible</b>	<b>Revision Date</b>	<b>Approved By</b>	<b>Approval Date</b>	<b>Reason</b>
PDG	July 2025	Governors	4/08/2025	New version to meet new UKVI regulations

# Guardianship Policy

## 1. Introduction

1.1 International students bring diversity and enrichment to UK schools. College pastoral staff provide vital support to international students, aiding integration and helping pupils get the most out of their time in the UK. Educational guardians provide extra support to students, ensuring their welfare in and out of College grounds. An educational guardian acts as the overseas parents' representative in the UK and is independent of the College. The types of services they offer include arranging homestay accommodation and airport transfers, attending parents' evenings, and generally supporting the pupils during their stay in the UK.

1.2 All parents who are residents abroad must arrange full guardianship support for their child/children while they are pupils at Lord Wandsworth College. All guardians must be resident in the UK and able to act with the full authority of the parents. The choice of guardian is the parents' responsibility; the College can accept no legal responsibility for any guardianship arrangements.

1.3 Guardianship arrangements must meet the expectations outlined in this policy, and the College may request a change of guardian if it has concerns about a guardian's suitability.

## 2. Aim

2.1 Our overriding consideration is our duty of care to our pupils. Our aim is to consider the interests and preferences of the various parties affected by guardianship arrangements for pupils from overseas. These parties include UK authorities, the College's administration and monitoring personnel, houseparents, the parents of the pupil, guardians and guardianship agencies, recruiting agencies, and our international pupils.

2.2 This policy is intended to explain to both parents and educational guardians the College's expectations regarding educational guardianship, including the responsibilities expected of an educational guardian. It outlines, as per the National Minimum Standards for Boarding Schools 2022, Standard 22, that the College must be satisfied that the guardianship arrangement promotes the welfare, physical and emotional wellbeing of the boarder and that concerns about an educational guardianship arrangement will be acted upon immediately and referred to relevant agencies.

## 3. Definitions

- **Appointed Guardian or Educational Guardian:** A responsible adult appointed by the student's parents, who based in the UK and either British or settled in the UK. The guardian is a point of contact for the student, acting in loco parentis when the parents are not in the UK.
- **Independent School:** A school that operates independently of the state system and provides education for students in the UK.
- **UKVI:** UK Visas and Immigration, which regulates visa policies, including Child Student Visas.
- **Safeguarding:** The duty of care ensuring that children and young people are safe from harm, neglect, and abuse while in the care of the school or their appointed guardians.

## 4. Eligibility of Guardians and Responsibilities:

4.1 It is the responsibility of parents to appoint an educational guardian for their child. It is important that the parents choose a responsible adult and one they feel confident will support their child in day-to-day circumstances, as well as in emergencies. The College may be able to provide details of organisations who have acted as guardians to pupils in the past but does not recommend any specific agency or individual.

# Guardianship Policy

4.2 If the appointed guardian is operating on a commercial basis (i.e., is not a close family friend or family member), they **must** be accredited by AEGIS (The Association for the Education and Guardianship of International Students) or the BSA (The Boarding Schools' Association). If the appointed guardian is a close family friend or family member, they **must** still meet all the requirements outlined in 4.3

4.3 The educational guardian should:

- Demonstrate sufficient maturity and capability to fulfil the role and should not be a university student themselves. This is to ensure that the guardian can provide a safe environment and has adequate emotional maturity to fully support a pupil.
- Be at least 25 years of age.
- Have a permanent or semi-permanent place of residence in the UK, independent of any educational institution.
- Provide a warm, welcoming, and supportive environment that fosters the student's emotional well-being and personal development while respecting their cultural background and individual needs. This home should be a haven where students can relax and recharge, feeling secure and valued.
- Have UK residency.
- Have a clean criminal record in the UK and abroad (Also applicable to anyone who regularly lives with the appointed guardian).
- Live within two hours of the College (by car or public transport).
- Speak sufficient English to communicate effectively with the College.
- If the child requires a visa under the Student Visa Route, the intended carer in the UK must also meet the requirements set by the Home Office.
- Be independent of the College (as per NMS 22.5).
- Provide their full contact details to the College and agree to keep the College informed of any changes immediately. In the event that the guardian is out of the country, or unavailable for any period of time, an alternative UK contact must be arranged and details communicated to the College.
- Be available 24 hours a day in case of emergency and respond promptly to any College requests or student needs.
- Demonstrate excellent communication. The College may require a meeting or regular contact with the guardian, e.g. email or telephone updates once a week. For this reason, the educational guardian should be English-speaking. English does not have to be a first language, but a minimum level of fluency is required.
- Keep the College informed of all travel and accommodation arrangements in writing, with at least two weeks' notice (using the College's travel form).
- Ensure any homestay accommodation is safe, appropriately supervised, and of a good standard. Unsupervised hotel, B & B, hostel or rental accommodation is not considered acceptable.
- Attend parents' evenings and are welcome to visit the College by appointment in order to stay in contact with their student.
- Support the ethos and values of the College at all times.
- Respect and support the rights, religion and customs of the international student.
- Be prepared to support the renewal and validity of all legal documents (e.g., passport, visa) so that they are valid.
- Inform the College in writing immediately if there is a change in educational guardianship arrangement and provide appropriate details.
- Undertake safeguarding checks as required, such as an enhanced Disclosure and Barring Service (DBS) check.
- Be prepared to undertake safeguarding training at their own cost if requested to do so by the College.

## 5. Guardian's Responsibilities During School Holidays

# Guardianship Policy

5.1 The educational guardian's responsibilities extend to school holidays. This includes:

- Arranging suitable accommodation for the student if they are not returning home.
- Organising appropriate activities and supervision for the student during the holiday period.
- Coordinating all travel arrangements, including transportation to and from the College at the beginning and end of holidays, and any other necessary travel.
- Ensuring that any accommodation provided during school holidays meets the standards outlined in the 'Accommodation Standards and Inspections' section of this policy.
- Keeping the College informed of any travel delays or cancellations as soon as possible and collecting the pupil if a change of travel plan requires this.
- Being prepared to support the student if they require collection from the airport or other point of arrival in the UK.
- Providing the College with full and thorough details of the student's travel arrangements and giving delegated parental consent for any unaccompanied travel (via the College Travel Form).

## 6. Communication and Reporting

6.1 Excellent communication between the guardian and the College is vital. The following expectations exist:

- The guardian will maintain regular contact with the College, providing updates on the student's well-being and any relevant matters.
- The guardian will inform the College immediately of any concerns regarding the student's academic progress, welfare, behaviour, or health.
- The guardian will promptly respond to any communication from the College.

## 7. Accommodation Standards and Inspections

7.1 Any homestay or other accommodation arranged by the guardian must meet the following standards:

- The accommodation must provide a safe, clean, and comfortable environment conducive to study and rest.
- Health and safety standards must be met, including adequate heating, lighting, ventilation, and fire safety precautions.
- The accommodation provider must have appropriate safeguarding measures in place.
- The College reserves the right to inspect and approve any accommodation arranged by the guardian to ensure that it meets these standards.

## 8. Guardian Approval Process

8.1 The guardian approval process includes the following steps:

- **Guardian nomination:** Parents must submit the guardian's details, including full contact information and any relevant background checks (such as DBS or police clearance) to the College.
- **Reference Check:** For those Guardians not accredited by AEGIS or the BSA, the College will request at least two references from individuals who can speak to the guardian's suitability to care for a child.
- **Guardian Interview:** The guardian must attend an interview if requested (in person or virtually) with a member of the College's safeguarding team.
- **Approval and Agreement Issuance:** Once the guardian is approved following satisfactory checks, interview, and references, the College will notify the parents and guardian in

# Guardianship Policy

writing and issue the formal Guardianship Agreement for signature by all parties. Any changes in guardianship must be reported to the College immediately.

## 9. Guardianship Agreement

9.1 To formalise the relationship and responsibilities of all parties, a Guardianship agreement will be signed by the College, the parents, and the educational guardian. This agreement will outline the specific duties and expectations of each party, providing clarity and ensuring accountability.

## 10. Information Sharing

10.1 The College recognises the importance of information sharing with guardians and is committed to providing them with timely and relevant information concerning the student's academic progress, well-being, and any significant events or concerns, while adhering to data protection regulations.

## 11. Private Foster Care Arrangements

11.1 Private foster care is an arrangement where someone, other than a close relative, provides care and accommodation for a child under the age of 16 years for 28 consecutive days or more. The local authority should be told about a private fostering arrangement at least six weeks before the start of an arrangement or in an emergency, within 48 hours. Failure to notify the local authority of a private fostering arrangement is an offence and could risk a fine.

11.2 Where the College is sponsoring the child under Student Route, the local authority will need to be informed of the name of the foster carer and the address where the foster carer and the student will live as soon as they become aware that the child has arrived in the UK or as soon as they become aware of the change if the child is already in the UK. In some cases, this may require the College to submit further evidence for the new care arrangement on behalf of the child to the Home Office.

11.3 Guardians are asked to provide evidence of approvals from the local authority for any student in a private foster care arrangement.

## 12. Visa Requirements

12.1 As a Student Route sponsor, the College has certain responsibilities it has to meet. Appointing a reliable educational guardian is one way of ensuring that suitable care arrangements are in place. The CAS (Confirmation of Acceptance to Study) will not be issued until the College is satisfied with the guardianship arrangements and confirmation has been obtained that the educational guardian meets the Home Office requirements.

## 13. Review of Guardianship Arrangements

The College will review guardianship arrangements at least annually or in response to any changes in the student's welfare or academic needs. This review process ensures that the arrangements remain in the best interest of the student and in compliance with UKVI regulations.

## 14. Compliance with UKVI and Local Laws

The College is committed to fully complying with UKVI's Child Student Visa regulations, including the specific conditions for under-18 students. The College will cooperate with any regulatory or legal requirements, including information-sharing with authorities, when necessary, to ensure the safety and well-being of students.

## 15. Policy Review and Updates

This policy will be reviewed annually or in response to any significant changes in UKVI regulations or safeguarding legislation. Any amendments will be communicated to all relevant stakeholders, including parents, students, guardians, and staff.

## Appendix A: Emergency Guardianship Provision

A.1 In certain emergency situations, or where appointed guardianship arrangements prove insufficient, the College may need to engage the services of a third-party emergency guardianship agency to ensure the pupil's welfare and accommodation. Parents agree that should the College deem it necessary to invoke such emergency cover, any associated costs, including agency fees and daily charges for care, will be borne by the Parents. The College will endeavour to use reputable agencies but cannot be held liable for the services provided by the third party.

A.2 In an emergency, the Deputy Head Pastoral (or, in their absence, the Headmaster) will make the decision to invoke emergency cover. They will first attempt to contact the parent(s) and the appointed educational guardian. To avoid emergency cover being invoked, the parent(s) or guardian must be able to implement satisfactory alternative arrangements, which may include arrival at the College, within a reasonable timeframe specified by the College (typically within 12 hours, dependent on the circumstances). If it proves impossible to contact the parent(s) or guardian, or if satisfactory alternative arrangements cannot be confirmed within the required timeframe, emergency cover may be invoked.

A.3 Emergency cover will typically be deemed necessary if:

- the pupil has contracted an illness, and the College nurse 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 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
- The College is required to close due to an epidemic, pandemic, or other unforeseen major event.

A.4 Emergency cover under other circumstances

- The College reserves the right to invoke emergency cover if the guardianship arrangements put in place by parents fail or are deemed inadequate by the College at any time. The College may nominate an emergency guardianship agency in such circumstances, the cost of which will be borne by the parents.
- Where full and permanent guardianship has been deemed by the College to have failed, the College will insist that a new arrangement is put in place that meets the requirements of Section 3 (Eligibility of Guardians and Responsibilities) of this policy. The new guardianship arrangements must be in place within four weeks of the College requesting that a new arrangement be made.

A.5 Invoicing for emergency cover

- The College will invoice parents for any costs incurred for emergency cover invoked under this Appendix, typically through the termly billing procedure.

# Guardianship Policy

## GUARDIANSHIP AGREEMENT

This Guardianship Agreement (the "Agreement") is made on this [Date]

### BETWEEN:

1. Lord Wandsworth College, Long Sutton, Hampshire, RG29 1TB (the "College");
2. [Parent(s) Full Name(s)], residing at [Parent(s) Address] (the "Parents"); and
3. [Guardian's Full Name], residing at [Guardian's Address] (the "Guardian").

### WHEREAS:

- The Parents wish to enrol their child, [Child's Full Name] (the "Student"), as a student at the College.
- The Student is an international student requiring educational guardianship arrangements in the UK.
- The Parents have appointed the Guardian to act as the Student's educational guardian.
- The College is willing to accept the Student subject to satisfactory guardianship arrangements being in place.

### NOW, THEREFORE, IT IS AGREED as follows:

#### 1. Appointment of Guardian

1.1 The Parents appoint the Guardian to act as the Student's educational guardian during the Student's attendance at the College. The Guardian accepts this appointment and agrees to fulfil the responsibilities set out in this Agreement and the College's Guardianship Policy.

1.2 If the Guardian is not a close family friend or family member, they confirm that they are accredited by AEGIS (The Association for the Education and Guardianship of International Students) or the BSA.

1.3 If the Guardian is a close family friend or family member, they acknowledge and agree to adhere to all the requirements outlined in the AEGIS Guardianship Organisation Quality Standards.

#### 2. Guardian's Responsibilities

2.1 The Guardian shall act in loco parentis for the Student while the Student is under the care of the College, except for matters relating to the Student's education, which will be the responsibility of the College.

2.2 The Guardian shall be responsible for:

- Providing a safe, supportive, and caring environment for the Student.
- Maintaining regular contact with the Student and the College.
- Attending parents' evenings and other College events as required.
- Arranging or approving the Student's travel, including airport transfers and travel during school holidays.
- Arranging suitable accommodation for the Student during school holidays, if required.
- Providing appropriate supervision for the Student during school holidays.
- Ensuring the Student's compliance with College rules and regulations.
- Being available 24 hours a day in case of emergencies and responding promptly to the College's or Student's needs.

# Guardianship Policy

- Maintaining the validity of the Student's travel documents and visas.
- Providing the College with up-to-date contact details and informing the College of any changes immediately.
- Supporting the College's ethos and values and respecting the Student's rights, religion, and customs.
- Providing evidence of safeguarding checks, such as an enhanced Disclosure and Barring Service (DBS) check.
- Undertaking safeguarding training if requested to do so by the College.
- Promptly communicating all travel arrangements to the College, including any delays or cancellations, and being prepared to support the student with travel arrangements, including airport collections.

## 3. College's Responsibilities

### 3.1 The College shall:

- Provide the Student with a high-quality education and pastoral care.
- Communicate with the Guardian regarding the Student's academic progress, welfare, and any concerns.
- Provide the Guardian with access to relevant College policies and procedures.

## 4. Parents' Responsibilities

### 4.1 The Parents shall:

- Provide the College and the Guardian with all necessary information about the Student, including medical information and any special needs.
- Maintain regular contact with the Guardian and the Student.
- Support the College and the Guardian in their efforts to provide for the Student's welfare.

## 5. Communication

5.1 All parties agree to maintain open and effective communication with each other.

## 6. Confidentiality

6.1 All parties agree to keep confidential any information relating to the Student, the Parents, or the College, except as required by law or with the consent of the relevant party.

## 7. Safeguarding

7.1 The welfare of the Student is paramount. All parties agree to act in accordance with the College's Safeguarding Policy and to report any concerns about the Student's safety or welfare immediately.

## 8. Liability and Insurance

8.1 The Guardian shall maintain appropriate insurance to cover their responsibilities under this Agreement.

## 9. Term and Termination

# Guardianship Policy

9.1 This Agreement shall commence on the date first written above and shall continue until the Student ceases to be a student at the College, unless terminated earlier in accordance with this clause.

9.2 This Agreement may be terminated by any party giving written notice to the other parties:

- By the College or the Parents if they deem that the Guardian fails to fulfil their responsibilities under this Agreement or if the College or the Parents have concerns about the Guardian's suitability.
- By the Guardian if they are no longer able to fulfil their responsibilities, subject to providing reasonable notice to the College and the Parents to allow alternative arrangements to be made.

## 10. Declarations and Signatures

### 10.1 Education Guardian's Declaration and Agreement:

I, the undersigned Guardian, hereby confirm the following (Please tick all applicable boxes):

#### Guardian Status:

- I am acting as a commercial Educational Guardian / Guardianship Organisation for the Student.
  - I confirm that I/my organisation is accredited by AEGIS or the BSA, as required by the College's Guardianship Policy.
- I am acting as a Guardian in a personal  capacity as a close family friend or relative of the Student.
  - I confirm that I meet and agree to adhere to the requirements outlined in the AEGIS Guardianship Organisation Quality Standards, as required by the College's Guardianship Policy.

**Acknowledgement of Key Responsibilities:** By signing below, I confirm that I have read, understood, and agree to fulfil all responsibilities outlined in this Agreement and the Lord Wandsworth College Guardianship Policy, paying particular attention to my obligations regarding:

- **Safeguarding:** Acting in accordance with the College's Safeguarding Policy and reporting any concerns immediately.
- **Availability and Communication:** Being available 24/7 for emergencies, responding promptly, maintaining regular contact with the College and Parents, and providing timely travel/accommodation details.
- **Accommodation and Welfare:** Providing/arranging safe, suitable, and appropriately supervised accommodation that meets required standards and fosters the Student's well-being.
- **College Ethos and Rules:** Supporting the College's ethos, values, and regulations.

Signature of Guardian:

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(Guardian's Signature)

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# Guardianship Policy

(Guardian's Printed Name)

Date: \_\_\_\_\_

## 10.2 Parents' Agreement:

I/We, the undersigned Parent/s, confirm that I/we have read, understood, and agree to the terms of this Guardianship Agreement and the appointment of the Guardian named herein.

### Signature of Parent 1:

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(Parent 1 Signature)

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(Parent 1 Printed Name)

Date: \_\_\_\_\_

### Signature of Parent 2 (if applicable):

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(Parent 2 Signature)

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(Parent 2 Printed Name)

Date: \_\_\_\_\_

## 10.3 College's Acknowledgement:

On behalf of Lord Wandsworth College, I acknowledge the guardianship arrangements outlined in this Agreement.

### Signature for Lord Wandsworth College:

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(College Representative Signature)

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(College Representative Printed Name)

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(Position/Title)

Date: \_\_\_\_\_