

# COUNTRY COUSINS' GUARDIANSHIP AND PARENTS AGREEMENT

## Parties

1. Country Cousins is a limited company registered in England with company number 05696793 whose registered office is at Channel School, Bicclescombe Park, Ilfracombe, North Devon, EX34 ("Country Cousins' Guardianship" or 'we').
2. The Parent(s) whose details and signatures appear at the end of this agreement ('you').

## Agreed terms

### 1. Terms and conditions

1.1 These terms and conditions constitute the entire contract between CC Guardians and you (the Agreement).

### 2. Definitions

**Guardian:** means the person or body responsible for the care of the Student while he or she is in the UK. The responsibilities of the Guardian will include caring for the Student as would a responsible and caring parent by, for example, being in regular contact with the Student and providing advice and support as necessary. Responsibilities also include being authorised to make certain decisions concerning the Student on your behalf, for example, decisions regarding emergency medical and dental treatment and matters of a disciplinary nature. Further details are set out in section 7 below.

**Host Family:** means the Host Family which will be appointed by us to provide accommodation, meals and care for the Student. As far as is practicable, we will try to appoint the same Host Family for the Student for the whole of their time in the UK.

**Student:** means the Student whose details are set out at the end of the Agreement.

Bicclescombe Park  
Ilfracombe, North Devon  
EX34 8JN, England

Tel: 00 44 1271 862834

Directors: Jose Brinkmann & Maribel Cabrera · Company No: 5696793 (England)



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www.country-cousins.com

**Student Expenses Account:** The Student Expenses Account is an account held by us, and to which you make regular payments, as set out in section 8.3 below. The money in this account is to be used to cover expenses incurred by the Student during their time here, or when they are with the Host Family or by us on behalf of the Student, for example: host family accommodation, transport costs, outings, mobile phone vouchers, pocket money.

### 3. Appointments

3.1 You hereby appoint Country Cousins to act as a Guardian and to arrange a Host Family for the Student whilst he/she is attending a school in the UK.

### 4. Duration of this agreement

4.1 Duration: Subject to clause 9, we will act as Guardian from the time that the Student arrives in the UK, until the time that the Student leaves the UK. We will appoint a Host Family who will accommodate the Student and provide meals, as set out below in section 7.5, for exeats, half term, beginning and end of terms and when the Student is ill or otherwise off school unexpectedly for short periods such as suspension. It is expected that the Student will leave the UK and return home for Easter, Christmas and Summer holidays unless otherwise requested.

### 5. Your authority and declarations

5.1 Parental responsibility: You confirm that you have parental responsibility (i.e. legal responsibility) for the Student and that no other person's consent is required for this Agreement.

5.2 Authority: You confirm that you authorise Country Cousins to act as a Guardian for the Student whilst they are in the UK. You confirm that you authorise Country Cousins to select and appoint a suitable Host Family and in good faith, to decide any matter (including emergency medical and dental treatment and matters of a disciplinary nature) that may affect the Student's welfare. You also confirm that you will notify us in writing of any special consent to be given or withheld while the Student is in our care i.e. guidelines on going out with friends, pocket money limits, or participation in dangerous sports.

5.3 Physical contact: From time to time the Student will participate in social activities arranged by the Host Family or by us. You consent to the Student's participation in such activities including contact and non-contact sports.

5.4 Confidentiality: You authorise Country Cousins to override your own (and so far as you are entitled to do so) the Student's rights of confidentiality, in order to impart confidential information on a "need to know" basis where necessary to safeguard or promote the Student's welfare.

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5.5 Disclosures: You confirm that you have already provided and will continue to provide us with details of any medical condition (including allergies), health problem, disability, special educational need, or learning difficulty of the Student as well as any behavioural, emotional and I or social difficulty of the student. You confirm that the details you have provided and will continue to provide are complete and accurate in all respects. You confirm that you will inform us straight away if these details change, or if your own circumstances or contact details change.

5.6 Adult supervision: Students are not permitted to stay overnight in any location without the supervision of an adult over 25 years of age, including in hotels. If you or the Student breach this obligation you acknowledge and accept that we do not accept any liability for any consequences that may arise.

5.7 The Student is not permitted to travel independently on public transport without your prior written consent if they are 16 or under.

5.8 Behaviour: The student must obey the laws of the United Kingdom especially regarding alcohol, tobacco and drugs. The student must comply with the rules of the school and those set by the Host Family where applicable. We attach importance to good behaviour, courtesy, integrity, good discipline and respect for the needs of others. You understand that the student needs to be well behaved and respectful to us, the Host Family and their home, will attend each school day, will be punctual and will work hard.

5.9 Photographs: We would like to take photographs of the Student from time to time for use in marketing materials and case studies. By entering into this Agreement you consent to our taking and using photographs of the Student for these purposes. If you do not wish us to take or use photographs of the Student, please specify this to us in writing when you return the signed copy of this Agreement.

## 6. Parent(s) responsibilities

6.1 Visa: You confirm that you understand that it is your responsibility to arrange for the Student's visa to study here in the UK.

6.2 Insurance cover: The Student's school can give you full information on insurance cover they provide including any which may apply to the Student when in the UK but not at school. It is then your responsibility to arrange any other insurance cover that you may require.

6.3 Indemnity: You agree to indemnify us against any liability which we may incur in respect of breach of a duty of care and/or breach of contract caused by (or contributed to by) anything which you or the Student does, or fails to do, in breach of your obligations under this Agreement.

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6.4 Payment: You agree to pay the Fees in accordance with the provisions on Fees set out in section 8 below, and to terminate this agreement only in accordance with the provisions on notice set out in section 9 below.

6.5 Liability for damage. You shall be responsible for any loss or damage caused by the Student to Country Cousins or the Host Family and you agree to indemnify us against any such loss or damage.

6.6 You agree to provide all relevant flight details to and from the UK to us at least two weeks before the event. For exeats, half-terms, holidays, or any other period requiring Host Family accommodation, we also require two weeks' notice. Changes made within 10 days of the start of the period of stay will be charged to you at 50% of estimated cost.

6.7 You agree to be available for contact during the period of stay on the contact details provided below for any emergency issues that may arise.

## 7. Guardian's Responsibilities

7.1 Responsibilities: Our responsibilities and those of the Host Family arise only when the Student is in the United Kingdom.

7.2 Appointment of a Host Family: We agree to select and appoint a Host Family that is known to us, as defined in section 2 above, to provide accommodation and meals for the Student. We provide the Host Family with a Code of Practice in the form of a detailed Host Family Handbook outlining our high expectations and standards. In the unlikely event that the Student is unhappy with the Host Family, we will do what is reasonable to mediate and, if necessary, to find an alternative Host Family.

7.3 Safeguarding: We undertake to carry out appropriate checks as to the suitability of the Host Family, including DBS checks, on all persons over the age of 16 living in the Host Family home. We will carry out an interview and an assessment of the Host Family, in the family home and we will request personal and professional references. Country Cousins policies are all available to view on our website [www.country-cousins.com](http://www.country-cousins.com) In particular, please carefully read our Safeguarding policy. If you would like hard copies of these policies then please let our head office know on [help@country-cousins.com](mailto:help@country-cousins.com)

7.4 Accommodation and meals: We agree to ensure, with appropriate interviews, inspections and checks, that the Host Family provides a high standard of accommodation and meals for the Student for the periods of the Student's stay.

7.5 Travel: Provided we have been given correct and relevant flight details, two weeks prior to the Student's arrival in the UK, we will provide you with all necessary information regarding their travel arrangements within the UK. We will arrange for

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the Student's collection from the airport and to the Host Family home when he/she first arrives, as well

as the travel arrangements to ensure the Student's return to the airport at the end of their stay if required. We will also arrange transport to and from Host Families during School breaks if required. Travel will be charged as an extra expense, and paid for from the Student Expenses Account, as detailed in section 8.4.

**7.6 Contact with the School:** We will maintain good contact with West Buckland school, and ensure attendance by a representative of Country Cousins at all parents' evenings and school events where reasonably possible and requested by you. We cannot accept responsibility for educational and pastoral matters arising at School, but will provide assistance where possible.

**7.7 Contact with you and the Student:** We will keep in regular contact with the Student, and be contactable at all times in case of an emergency. We will keep in touch with you and keep you up to date on a regular basis as to the Student's progress at school and with the Host Family. We will notify you as soon as possible in the event of a serious problem. We will provide a 24-hour contact service between you and the Student.

**7.8 Releasing care:** We will not accommodate or release care of the Student without your prior knowledge.

**7.9 Other responsibilities:** We agree to carry out the services set out in Appendix 1 whilst the Student is in the UK and we agree to carry them out in accordance with our Safeguarding Policy

**7.10 Emergency Mobile Number is:** 07482 537522

**7.11** We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any part of the services you have paid for but not received.

## **8. Fees**

**8.1 Fees:** All Fees are payable in advance, except expenses and the cost of repairing damage caused by the Student which will be taken from the Student Expenses Account or charged to your account at the time such cost is known. Both the Guardianship Fee and the Student Expense Account Fee are payable in advance of the start of term.

8.2 Fee rates: The fee rates are set out in the fees list. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

8.3 Student Expenses Account payment: You are required to pay £1000.00 as a Student Expenses Account payment before the start of the first term. Sums incurred during each term will be deducted from the Student Expenses Account as necessary. These include, but are not limited to, Host Family, travel, pocket money, repairs, damage and school uniform. However, except in an emergency, we will seek authorisation from you for any amounts totalling more than £50. You will be required on subsequent invoices to pay further sums to ensure that the Student Expenses Account is sufficient to cover expenses incurred. Any balance of the Student Expenses Account will be carried forward to the next academic term or repaid to you by means of credit without interest to the final sums due to Country Cousins on leaving.

8.4 Refund I waiver: Fees will not be refunded or waived:

8.4.1 for absence through sickness;

8.4.2 if a school term is shortened or a vacation extended;

8.4.3 for any cause

8.5 If any of our fees are not paid by the due date, we may charge interest on any balance outstanding at the rate of 4% per year above Santander Bank plc's base rate.

8.6 If your child stays with a Country Cousins Host Family for the entire duration of the longer School Holidays (ie: Christmas, Summer or Easter) a charge of £195 plus VAT will be applied.

## 9. Termination of the Agreement and notice

9.1 Notice of termination: Unless there are exceptional circumstances which justify short notice, as discussed with and agreed to by us in writing, you will give us at least one School Term's written notice before bringing this Agreement to an end. If you fail to give the required notice, you will be charged Guardianship Fees for one full School Term, in lieu of notice.

9.2 Unpaid fees: We will release the care of the Student at your expense should the fees remain unpaid after three days' written notice to you.

9.3 Termination due to the Student's or your conduct: We may deem it necessary to terminate this agreement immediately if, after consultation with the you and where appropriate the Student, we are of the opinion that by reason of the Student's

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conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the arrangements, or if you have treated us or a member of our staff unreasonably. We shall act with procedural fairness in all such cases, and shall have regard to your interests and those of the Student, but our decision will be final.

## 10. Cooling off period

10.1 In accordance with Consumer Rights Legislation, you have the right to cancel this Agreement within 14 days of signing it, without giving any reason.

10.2 The cancellation period will expire 14 days after the date of the Agreement.

10.3 However, if you confirm to us you wish us to start to provide the services during the 14 day cancellation period then you lose your right to cancel.

10.4 If you cancel this Agreement in accordance with the cooling off period in clause

10.1 we shall reimburse to you all payments received from you promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.

## 11. Legal liability

11.1 Unless our negligence or breach of our obligations under this Agreement causes injury, loss or damage, we cannot accept responsibility for any loss or damage arising from or caused by any act or omission by us, any of our staff or any member of the Host Family, or the Student. We shall not be responsible for any loss or damage that results if you have not provided us with the requested or relevant information about you or the Student to enable us to provide our services in accordance with this Agreement.

11.2 We shall not be liable for any indirect or consequential losses or any business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.

11.3 Our total liability to you is limited to the amount of fees paid by you for our services.

11.4 We do not exclude or limit our liability for:

11.4.1 death or personal injury caused by our negligence or the negligence of our officers, employees, contractors or agents; or

11.4.2 fraud or fraudulent misrepresentation; or

11.4.3 any liability which may not be excluded by law.

## 12. Data protection

12.1 You confirm that all information provided by you to Country Cousins is correct, accurate and up-to-date. Subject to the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) of May 2018, you consent on behalf of yourselves, and where appropriate, on behalf of the Student, to our collecting, using and disclosing information about you and the Student as necessary to perform our obligations under this Agreement. We will share your data about you and the Student where requested with our Governing Body AEGIS for their inspection purposes. In particular we shall share the information on the Student's profile with the Host Family, with schools and with any other relevant third party in order to perform our obligations under this Agreement. Our Data Protection and Privacy policy is available to view on our website [www.country-cousins.com](http://www.country-cousins.com) under the UK Guardianship tab.

## 13. Complaints and problems

13.1 You must notify us at once if you or the Student has a problem or concern with, or wishes to make a complaint against, any member of the Host Family or against any member of our staff. In the first instance, please contact Jose Brinkmann, our Designated Safeguarding Lead on [jose@country-cousins.com](mailto:jose@country-cousins.com) or 07717721286 or, if the complaint concerns Jose Brinkmann, then please contact Maribel Cabrera, Head of Safeguarding on [maribel@country-cousins.com](mailto:maribel@country-cousins.com) or 07717723147.

13.2 Our complaints policy is available to view on our website [www.country-cousins.com](http://www.country-cousins.com)

## 14. Third party rights

14.1 Only Country Cousins and the Parent(s) are parties to this agreement. Neither the Student nor the Host Family nor any third party is a party to it.

## 15. Legal contract

15.1 A legally binding contract will be formed once a person duly authorised by Country Cousins has signed and dated this agreement, which has previously been signed by you.

## 16 Governing law

16.1 This agreement is governed exclusively by and is to be construed in accordance with the law of England and Wales.



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## We agree to carry out the following services:

- Appoint a friendly, welcoming and fully inspected Host Family, which is close to West Buckland. The Host Family provides a home for your child during all weekend breaks, half terms and holidays, according to your child's requirements.
- Greet your child upon their arrival into the UK, and make all personal travel arrangements for weekend breaks, half terms and holidays.
- Provide genuine pastoral care and take an interest in your child's progress at school and in their personal development as they grow into adults.
- Attend parent/teacher meetings when required.
- Country Cousins are on call 24 hours every day to help you and your child with any difficulties or problems that may arise.
- Assist with opening UK bank accounts.
- Provide support, help and advice on medical issues.
- Advise and assist you regarding placements with future schools including handling the applications for you. They will also organise suitable English language, tutoring and revision courses for the holidays.
- Arrange visits to schools or universities for interviews.
- Supervise your child's school uniform.
- Manage your child's pocket money.
- Assist you with Visa applications and Police Registrations.
- Organise the purchase of UK mobile SIM cards.
- In the event of a crisis, Country Cousins will support your child by providing advice and assistance.
- Represent both you as parents and your child's needs through good communication with your child's school and Host Families.