



Guardianship Policy and Agreement

Lucton School

1. Introduction

All international students are required to have an Education Guardian whilst studying at Lucton School. Guardianship provides another means of support for an international student whilst they are in the UK, and allows them to have another adult outside of the School who they can turn to for assistance or advice, and who will provide accommodation when the School is closed and it may be impractical to travel home.

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.

Guardianship arrangements must comply with UKVI Child Student visa sponsor duties. This includes ensuring the student is in safe, non-commercial accommodation with a suitable adult who is legally resident in the UK. The school has the right to reject or review any arrangements it deems unsuitable.

2. Policy Aims

- To provide the parents of international students (and the Guardians they appoint) with a clear explanation of the School's expectations relating to educational guardianship.
- To provide the parents of international students with a clear explanation of the responsibilities of the Educational Guardian they appoint.
- To make known to the parents of international students that the School reserves the right to determine the acceptability of arrangements made for their son or daughter when they are residing out of school; should the arrangements prove unacceptable, parents and guardians will be advised and given reasonable opportunity to change the arrangements.
- To provide a pro-forma for the registration of an educational guardian.
- To provide details on how communications between the School, international parents and Educational Guardians will operate.

Lucton School is required by UK Visa & Immigration (UKVI) service to ensure the well-being and safeguarding of all students whilst under our visa sponsorship. This includes:

- Where all students are residing, who is responsible for them.
- The suitability of living arrangements and record and what the care arrangements are, including weekends and holidays throughout the sponsorship period.



Guardianship Policy and Agreement

Lucton School

- Keep a record of all travel arrangements made whilst outside our care e.g. to and from airports or guardians.

Lucton School reserves the right to check the suitability of any Nominated and/or Professional Guardianship arrangements made by Parents and require alternative arrangements if found to be non-complaint with regulatory requirements, or the guidelines laid out in this policy or found to not be appropriate in any way.

A Nominated Guardian is an appropriate person who is:

- a) Appointed by parents residing in the U.K. who may be away abroad during term time or when their child is normally at school.
- b) Appointed by parents residing overseas to care for their child while he/she is studying in the UK.
- c) Has been delegated parental responsibility by the pupil's parents.

In the UK an Educational Guardian is not a legal term and is not the same as a Legal Guardian. A Legal Guardian refers to a person who is appointed to care for a child and who holds the range of rights and duties which a parent **has by law** in relation to their child and his or her property, either because the parents have died, or because the child has been made a ward of court.

Where a parent or Legal Guardian is required to complete a form or sign an agreement for the school the Educational Guardian and / or the Agent does not have the right to sign on behalf of the parent or person with legal parental responsibility.

All Nominated guardians which include where the student will reside outside of term time must:

1. Be available as an emergency contact
2. Be a British citizen, alternatively have Indefinite Leave to Remain and / or Settled Status granted by the UK Home Office.
3. Provide a letter of undertaking that must include:
 - a. the name, current address and contact details of the intended carer
 - b. the address where the intended carer and the Child Student will be living in the UK, if different from the intended carer's current address
 - c. confirmation that the accommodation offered to the Child Student is a private address, and not operated as a commercial enterprise, such as a hotel or a youth hostel



Guardianship Policy and Agreement

Lucton School

- d. the nature of the relationship between the Child Student's parent(s) or legal guardian(s) and the intended carer
 - e. confirmation that the intended carer agrees to the care arrangements for the Child Student
 - f. where the Child Student will be cared for by a nominated guardian, details of the name, registered address and contact details of anyone regularly living with the nominated guardian
4. Alternatively, a **professional guardianship organisation** may provide their details and letter of undertaking until the ultimate carer / host who will look after the student has been appointed.

All letters of undertaking are subject to our internal checks to ensure suitability of the Nominated Guardianship and care arrangements.

All boarders, whose parents who temporarily (over 48 hours) or usually reside overseas, whether the boarder is aged under or over 18, must have a competent Educational Guardian properly appointed by their parents or legal guardian, to:

1. To assist with and inform the school of all travel arrangements to and from school each term.
2. To provide suitable accommodation during the school holidays when the boarding houses are closed, including half term breaks.
3. To provide accommodation and/or emergency assistance when a boarder may need to be accommodated away from the boarding house overnight or for a short period during term time.
4. To provide support, advice and accommodation due to a medical issue that cannot be dealt with at school.
5. To visit a child at school and to attend school meetings as needed on behalf of parents.
6. To provide additional financial support in the UK as directed by parents
7. To provide a 24-hour emergency service and accommodation when things go wrong and a boarder must leave the school at short notice, e.g. discipline leading to exclusion from school; sickness epidemic; fire; accident, etc.
8. To provide assistance and liaison with the school on travel arrangements and to provide support and cover in the event of unforeseen delays and cancellations.
9. To comply with the care arrangements for all Child Student Visa students, including over 18s.



Guardianship Policy and Agreement

Lucton School

10. To support the student and liaise with the school on the well-being and safeguarding of that student.
11. To be familiar with the School's rules, regulations and policies and support the School's aims and values.
12. To liaise with the School over all matters pertaining to the pupil's welfare, including pastoral, academic and medical care.
13. To ensure that the pupil's passport, associated travel documents and residency permits are current and valid.
14. To support pupils in applying for and processing e-visas, including undertaking visits to government agencies (including the Police).

Parents are responsible for making the private arrangement with the Nominated or Professional Guardian and for carrying out the appropriate safeguarding checks on that guardian. **It is not acceptable for pupils to:**

- a) Be placed with any person(s) that do not meet the School's guardianship suitability criteria below.
- b) Be placed in commercial property such as a hotel, hostel or bed and breakfast accommodation at any time without the explicit permission of the school and only in the event of an emergency and for very short periods i.e. 24-hours and for over 16s only or with supervision by their Nominated Guardian.
- c) Be placed with an older sibling or friend unless over 25 and not residing in a university hall of residence, or other student accommodation or commercial arrangement.
- d) With or arranged by any member of staff at Lucton School.

Lucton School staff will actively check guardianship and care arrangements to satisfy themselves that they are in place, appropriate for that pupil and meet the school's educational guardianship suitability criteria.

Parents must notify the school if the student's guardianship and or carer / host arrangements change and provide the new arrangements including a Letter of Undertaking where required.

Appointment of a Nominated Guardian

The role of a nominated guardian is very important, and suitable guardians can make a considerable contribution to the success of an international student's time boarding at Lucton School.



Guardianship Policy and Agreement

Lucton School

Additional information can be found via AEGIS (The Association for The Education and Guardianship of International Students) an organisation that inspects and accredits guardianship providers in the UK and works to promote the welfare of international students. There is no legal requirement that a guardianship organisation has to be AEGIS accredited but it is considered best practice. Please see their website for further details: www.aegisuk.net

Details of specific safeguarding requirements of any Educational Guardian appointed can be found at www.aegisuk.net.

Family members or Close Family Friend

- Any family member (other than a parent on a visa) or friend acting as a nominated guardian must be a British citizen or have Indefinite Leave to Remain or Settled Status granted by the UK Home Office. **The school reserves the right to check this status at any time.**
- Provide suitable accommodation and care that promotes the student's well-being and safeguarding. **The school reserves the right to check the suitability of accommodation at any time.**
- be financially able to support/feed the student as required during holiday periods or periods of absence from School.
- should be English speaking and able to provide a point of contact for the School at all times.
- Provide all relevant details of the nominated guardian on the "Appointment of Guardianship Form below. The guardian is required to update the school with any changes. Parents should provide accurate contact information (including telephone/mobile, email and full address contact details) to the school office and regularly update this information as necessary.
- Parents must, in the event of a change of Guardian, communicate this promptly to the School in writing, providing all necessary details in order to facilitate continuous care.
- Have full agreement that the nominated guardian will be able to carry out the above actions and tasks including the ability at the beginning, end and throughout the term.
- Be able to provide an emergency response and appropriate accommodation with **that nominated guardian** and not to send the pupil to any other accommodation other than the guardians **registered home address**.
- Be a minimum of **25 years of age**.
- The guardian **must not** make any charge for supporting the student in any way otherwise they are considered a "Professional Guardianship Provider" and must comply with all relevant Health and Safety Executive regulations.



Guardianship Policy and Agreement

Lucton School

- **Provide the school with proof of residency status and proof of age.** Furthermore, be prepared for the school to undertake minimum checks as seen appropriate to ensure appropriate safeguarding and child protection.

Please note that students may stay with Parents outside of term time that are visiting the UK on a “short-term” basis and must have the school’s explicit permission to do this. But the parent cannot act as the guardian unless they have the appropriate visa as stated above.

Staying for Longer periods

If a parent-appointed guardian accommodates a child aged under 16 (or under 18 if disabled) for more than 28 consecutive days, they become private foster parents and must by law inform the local authority 6 weeks before the child arrives or immediately if already begun.

Failure of Guardian to fulfil required role

In the event of an emergency or where an action needs to occur quickly, and your appointed guardian is unable or does not respond appropriately the School reserves the right to step in as it sees fit to ensure the safeguarding of your child. These actions may be conducted by the School or our appointed emergency guardianship – **Guardians International**. Examples of actions include but are not limited to, the provision of travel support in the event of cancellations, accommodation if required, representation at school for behavioural meetings. **Should our emergency guardian need to be appointed the charges laid out in Appendix 1 will apply and be collected through the school bill.**

Head of School	Andrew Allman
CEO	Ali Khan
Date Reviewed	June 2025
Date of Next Review	June 2026
Website	Yes



Guardianship Policy and Agreement

Lucton School

Appendix 1: Sable Guardian Form

Appendix 2: Charges for Emergency Guardianship – Academic Year 2025/26

Policy

It is the policy of Lucton School to have a guardian available for students at all times and that if for any reason the appointed guardian cannot fulfil their responsibilities the School may elect to either carry out any required tasks itself or to appoint our “Emergency Guardianship” provider – Guardians International. Below is a list of agreed charges that may be applied if necessary and will be collected via the School bill or via the deposit held by the School.

List of Charges

Name	Description	Charge
Emergency Guardianship	Emergency guardianship coverage up to 48 hours where a parent appointed guardian fails to respond	£150.00
	Emergency guardianship coverage up to 7 days where a parent appointed guardian fails to respond	£250.00
	Emergency guardianship coverage up to 21 days where a parent appointed guardian fails to respond	£400.00
Accommodation - Host	Providing accredited host family accommodation per night	£95.00
Accommodation - Other	Sourcing and booking any other form of suitable accommodation	£30.00 plus accommodation cost
Travel support	Travel booking and support due to travel delays or interruptions e.g. taxis, train, coaches	£25.00 plus any fare charged at cost plus 20%
Travel – mileage	Any travel in a guardian vehicle	£0.60 per mile
Chaperone (non-airside)	Any chaperone assistance required e.g. travel, special events etc...	£65.00 per hour
Chaperone (airside)	Airport chaperone including airside assistance	£80.00 per hour
Repatriation support (unaccompanied)	Support with making emergency arrangements for travel to home Country.	£200.00
Repatriation support (accompanied)	Accompanying student on travel home including air transport.	£900.00 plus any travel charged at cost plus 20%
Guardian representation at School	Provide a guardian representation at School for any behavioural, emotional, mental health or health issues.	£100.00 per hour (travel charges extra)
Guardian travel expenses	Any expenses incurred as a result of fulfilling the role required of an educational guardian.	Charged at cost plus 25%.
Expenses	Any general expenses required e.g. food etc..	Charged at cost plus 25%.



Guardianship Policy and Agreement

Lucton School