

D'OVERBROECK'S GUARDIANSHIP & LIVING ARRANGEMENTS POLICY

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| Last reviewed: | June 2025 |
| Next review due: | September 2025 (and every three months following this date up until September 2026 and at the time that UKVI or DfE announce changes to relevant regulations and guidance. |
| Scope: | This policy applies to new and current students studying at the School from the commencement of the 2025/2026 Academic Year and any current students in the 2024/2025 Academic Year that appoint a new guardian. |
| Reviewed by: | Principal Authorising Officer |

School policy on Guardianship & Living Arrangements

A. Safeguarding

The School is committed to ensure that all students are safe, and that each student's living arrangements in and outside School and in particular, guardianship arrangements, promote the physical and emotional wellbeing of the student.

The School takes very seriously its safeguarding responsibilities including pursuant to the Boarding School s: national minimum standards, The Education (Independent School Standards) Regulations 2014, Accommodation of students under 18 by further education colleges (if applicable) and UKVI regulations for sponsored students.

As a sponsor who recruits children under the age of 18, the School shall ensure suitable care arrangements are in place for them in the UK including arrangements for their travel, reception when they arrive in the UK and care while in the UK.

In particular, the School shall implement its Safeguarding Policy and all procedures therein, ensure teaching and accommodation sites meet legal standards, confirm all staff in contact with children have the appropriate background checks and verify that Child Student visa holders have sufficient maintenance funds, based on their living arrangements and School location.

B. Nominated Guardians

In order to help us to promote and safeguard the welfare of every student at the School, we require parents to appoint an education guardian (**Nominated Guardian**) if the student: (A) is sponsored by the School whether or not their parent is living in the UK and has a UK address (other than in the case of a 'Parent of a Child Student'); or (B) if the student is not sponsored by the School but their parents or those with parental responsibility:

- (1) do not live in the United Kingdom (that is, they live overseas); or
- (2) live in the UK but reside further than 3 hours' drive from the School or
- (3) are away for any period during term time of more than one (1) week.

This applies to all students irrespective of their nationality or age and is in accordance with the Children Act (1989), the Protection of Children Act (1999) and the Care Standards Act



(2000). These legislative acts protect the rights of children to receive 'proper and appropriate care'.

During term time the School is responsible for the students' welfare and takes on delegated parental responsibilities while students are at the School. However, there are times when the School needs to be able to hand over these parental responsibilities to another adult, such as when the boarding houses are closed for holidays or other reason, and in emergency situations such as in the case of accident, illness, suspension, exclusion or need for other urgent support.

B.1 Criteria and requirements for Nominated Guardian

For the School to comply with UKVI regulations and the National Minimum Standards, the School will allow a Nominated Guardian to be either:

1. Accredited Guardianship Agency that has partnered with the School.

The School strongly recommends that families appoint a '**Partner Agency**' listed on the Partner Guardianship Agency List circulated in each summer term by the School. The Partner Agency list shall only include Aegis Gold Standard or BSA Full Accredited guardians and is subject to change.

Families will need to choose either of the following arrangement with the Partner Agency:

- (a) **Essential Guardian:** Accredited Guardian nominated, but a host family is only provided in an emergency on a 'pay as you go' basis.
- (b) **Full Guardian:** This applies where a family intends for the student to regularly stay with a host family for weekend stays, half terms, holidays and following arrival and/or prior to departure from the UK.

Each Partner Agency has its own terms and conditions and will enter into arrangements directly with the family of the student. The family shall pay the cost of the arrangement with the Partner Agency.

The Partner Agency shall also provide declarations and a signed 'Letter of Undertaking' in the form in Annexure 1 prior to Visa application.

For the September 2025/2026 academic year, the School shall allow students to engage an alternate Aegis Gold Standard or BSA Full Accredited agency rather than appoint a Partner Agency. The family shall pay the cost of the arrangement with such agency. This agency will also need to provide the declarations and a signed 'Letter of Undertaking' in the form in Annexure 1 prior to Visa application. If the School determines at any time for any reason that a student's Nominated Guardian agency is not suitable, the family will need to engage an alternate Aegis Gold Standard or BSA Full Accredited on the conditions above.

2. Alternatively, a family friend who has agreed to be the Nominated Guardian.

The family may appoint a family friend as a Nominated Guardian although as in 1 above, an accredited guardian is strongly recommended. A family friend may be appointed on the following conditions if in the best interests of the student:

- i. The family friend has settled status or is a British Citizen.
- ii. The family friend has a relationship with the student and his/her family.
- iii. The family friend lives within 3 hours' drive of the School.
- iv. The family friend is 25 years or older and is not in full time education.



- v. The family friend confirms that they and all adults frequently staying at the household (including if their main residence is elsewhere) have School no criminal convictions.
- vi. The family friend understands that the household may be inspected -by an agency nominated by the School to undertake checks of residents who are 16 years and older, and any adults regularly staying at the household, and to confirm suitability and safety of the premises ("**Household Visit**").
- vii. The family friend must be contactable 24 hours a day and be in the UK when the student is in the UK. The family friend must undertake to respond within 60 minutes of a call from the School or the parents. If the Nominated Guardian leaves the UK, or will be unavailable for any reason, the School should be immediately informed and a new nominated guardian appointed.
- viii. The family friend must attend online safeguarding training delivered by the School. The School will assess whether the family friend is suitable to be a Nominated Guardian- and may appoint a Partner Agency as the student's Nominated Guardian at the family's cost.
- ix. The family friend signs a Letter of Undertaking in the form in Annexure 1.
- x. The Parents sign a Parental Consent Letter in the form in Annexure 1.
- xi. The School /College consents to the family friend guardianship arrangement and the family friend is present in the UK when the student is in the UK and immediately notifies the School if they will be unavailable at all during this time.

In relation to 2(vi) above, the School will engage a Partner Agency to undertake the Household Visit -, and the cost of this service will be to the family's account and payable as part of the first fee invoice.

3. **Alternatively, the Nominated Guardian may be a Close Relative who the student is not residing with during term time.** The Close Relative in this case will be required to provide declarations and sign a Letter of Undertaking.

A Close Relative is defined by UKVI as: *a grandparent, brother, sister, step-parent, uncle (brother or half-brother of a child's parent) or aunt (sister or half-sister of a child's parent) that is a British citizen or has settled status in the UK.* Note that a Close Relative does **not** include parents. A close relative may be appointed on the following conditions if in the best interests of the student:

- i. The close relative has settled status or is a British Citizen.
- ii. The close relative has a relationship with the student and his/her family.
- iii. The close relative lives within 3 hours' drive of the School.
- iv. Be 25 years old or above and not be in full time education.
- v. School The close relative confirms that they and all adults frequently staying at the household (including if their main residence is elsewhere) have - no criminal convictions.
- vi. The close relative understands that the household may be inspected -by an agency nominated by the School to undertake checks of residents who are 16 years and older, and any adults regularly staying at the household, and to confirm suitability and safety of the premises ("**Household Visit**").
- vii. The close relative must be contactable 24 hours a day and be in the UK when the student is in the UK. The close relative must undertake to respond within 60 minutes of a call from the School or the parents. If the



- Nominated Guardian leaves the UK, or will be unavailable for any reason, the School should be immediately informed and a new nominated guardian appointed
- viii. The close relative must attend online safeguarding training delivered by the School. The School will assess whether the close relative is suitable to be a Nominated Guardian- and may appoint a Partner Agency as the student's Nominated Guardian at the family's cost.
 - ix. Signs a Letter of Undertaking in the form in Annexure 1.
 - x. The Parents sign a Parental Consent Letter in the form in Annexure 1. The School consents to the close relative guardianship arrangement and the close relative is present in the UK when the student is in the UK and immediately notifies the School if they will be unavailable at all during this time.

School In relation to 2(vi) above, the School will engage a Partner Agency to undertake the Household Visit, and the cost of this service will be to the family's account and payable as part of the first fee invoice.

A Nominated Guardian may not be a Private Foster Carer or Parent.

Termly the School shall request parents and guardians confirm the guardianship arrangements remain in place and that the parent and guardian contact details are correct.

If the family friend guardian is not responsive to the School in confirming the guardianship arrangements or is or becomes non-compliant, the School will require the family to appoint an accredited guardian from the list of Partner Agencies or will do so for the family at the family's cost.

Students can have more than one Nominated Guardian. For example, they may have an Accredited Guardian as well as nominate a family friend (subject to the above criteria in A(2) being met) and the cost of the Household Visit being paid by the family.

B.2 Parental Consent and Nominated Guardian Undertakings

Parents are required to provide the School with a **Parental Consent Letter** signed and dated by both parents (or all those with legal responsibility) and require its Nominated Guardian (which may include a Close Relative if the student is not residing with the Close Relative during term time) to provide a signed **Guardian Letter of Undertaking**, as included in the DocuSign envelope template set out in Annexure 1. The Nominated Guardian appointment is required to be for at least the duration of the course as specified on the student's Offer Letter however each guardianship arrangement must be confirmed by families and guardians prior to the start of each academic year. Both the **Parental Consent Letter** and **Guardian Letter of Undertaking** will be sent to families and guardians and be completed and signed on DocuSign.

B.3 Responsibilities of Nominated Guardians

The appointed Nominated Guardian must:

1. Be a 24-hour point of contact for parents, the student and the School and be able to provide emergency cover throughout the year. Emergency cover may be required such as when the boarding houses are closed for holidays or other reason, and in emergency situations such as in the case of accident, illness, suspension, exclusion or need for other urgent support.
2. Notify the College/School if the nominated guardian intends to leave the UK at any point, or if they will be unable to deliver on the confirm requirements.



3. Notify the School if the guardianship arrangements change or if you cease to be the child's UK guardian.
4. Act with delegated parental authority in the case of an emergency requiring urgent action such as if the student is unwell, has an accident or is suspended/excluded or otherwise.
5. Provide support and promote the physical and emotional wellbeing of the student.
6. Make appropriate arrangements for medical care for the student if in an emergency, and otherwise with parental consent.
7. Provide suitable accommodation for the student (for an additional fee payable by parents, if the cost is not included in the guardianship arrangement) and an appropriate degree of care and supervision during half-term breaks, if the child is not enrolled in the School 'enrichment week' activities (if provided) or going home to their parent(s) and the parents have not made other compliant arrangements.
8. Nominated Guardians shall ensure they and any host family respect the rights, religion, and customs of the student, and adhere to what is commonly regarded as best practice in the guardianship and hosting of students. This includes having in place a proper agreement with the student's parents in which the Nominated Guardian's responsibilities are clearly set out.
9. Host families appointed via Partner Agencies must be resident within 3 hours' drive from the School.
10. Attend safeguarding training provided by the School via video link and review safeguarding materials and updates that are provided by the School from time to time.

B.4 If a satisfactory Nominated Guardian is not appointed

If a Nominated Guardian is not appointed or has not been approved by the School (which includes having a Household Visit) prior to commencement of studies and for the duration of the student's course as set out in the student's Offer Letter, the School shall appoint a Partner Agency as the student's Nominated Guardian on the family's behalf at the cost of the family. The Partner Agency may be appointed as either an 'Essential' or a 'Full' Guardian at the School's discretion, taking into account the needs of the student.

B.5 Informing us of a Nominated Guardian arrangement

We require that both the Parent(s) and the Nominated Guardian complete details of the guardianship arrangement and the guardian via DocuSign (Annexure 1) at the time of completion of the Enrolment Form for the student. Note this step may occur later in the process for enrolments for the academic year commencing September 2025.

If the proposed Nominated Guardianship arrangement does not meet the conditions set out in this Guardianship Policy, the School will write to the parents to request that an alternative arrangement be made.

C. Living arrangements

The School will only allow sponsored students on a Child Student or Student visa to reside in the UK as follows:

- a. **Full Boarding** at a residential independent School during term time and for a maximum of 1 in every 3 weekends (other than in exceptional circumstances agreed by the School) at a Nominated Guardian, Close Relative (who is British or has settled status and is 25 years or older and not in full time education), Private Foster Carer or



a visiting parent for the purposes of the student settling into life in the UK (**Visiting Parent**).

- b. **Living Independently with a host family** (not with other students or alone) if 16 years or older and where the School has approved the arrangement after completing all required thorough checks on the arrangement. The student may stay on weekends with a Visiting Parent for no more than 2 weekends a term (other than in exceptional circumstances approved by the School).
- c. **Living as a day student with either:** (1) a Close Relative (who is British or has settled status, is 25 years or older and is not in full time education); or (2) a Private Foster Carer. The Close Relative must provide evidence of his/her relationship with the student and evidence of his/her age and that he/she has British or settled status. The student may stay on weekends with a Visiting Parent for no more than 2 weekends a term (other than in exceptional circumstances approved by the School).
- d. **Weekly Boarding** at a residential independent school during term time and at weekends with a Close Relative (who is British or has settled status, is 25 years or older and is not in full time education) The student may also stay on weekends with a Visiting Parent for no more than 2 weekends a term (other than in exceptional circumstances approved by the School).
- e. Living with a parent or a legal guardian accompanying them and a younger sibling under 12 years old to the UK on a Parent of a Child Student visa.

In addition to the above, in respect of all living arrangements, students may stay with a friend/peer on a weekend on an ad hoc basis, as long as the responsible adult at the peer/friend's residence is 25 years or older, is not in full time education, and the School deems the arrangement suitable (with express parental consent).

The intended living arrangements during term time shall be included in the 'sponsor note' section of the CAS.

The School will not allow students to stay in or outside term time with a Close Relative, Nominated Guardian or any other individual in university accommodation such as halls or university apartments with shared areas or other joint accommodation such as in a hostel or a House in Multiple Occupation (HMO) arrangement.

The **Parental Consent Letter (Annexure 1)** to outline and consent to the living arrangements of the student as well as the details of the Nominated Guardian.

If living arrangements change after -Visa issuance, Compliance/Admissions teams to complete an internal **Living Arrangements Change Form (Annexure 2)** and facilitate parents signing a **Parental Change of Living Arrangements Consent Form (Annexure 3)** and where required a new **Letter of Undertaking**.

The School shall keep oversight of students' living arrangements. If a child remains in the same permitted category but with a different carer for example, reporting to UKVI is not required however new parental consent and undertaking letters shall be signed and kept on file by the School. If a child changes to another category of permitted living arrangement, UKVI shall be notified via the SMS.

If: (1) a student is suspended from School and is not in lessons; or (2) a student is excluded from School, and prior to sponsorship being withdrawn and the excluded student returning home; the student may stay in the following arrangement:

- 1. with a Nominated Guardian for no more than 28 days; or
- 2. with a Close Relative (with British citizenship or settled status and who is 25 years or older and not in full time education); or



3. with a Private Foster Carer.

At the discretion of the School, the suspended or excluded student may also stay with a Visiting Parent while suspended from lessons or prior to sponsorship being withdrawn and the excluded student returning home respectively.

D. Holidays and travel

D.1 Holidays

In holidays and following arrival into the UK or prior to departure from the UK a Child Student visa holder may stay:

1. with a Nominated Guardian for no more than 28 days at a time; or
2. with a Close Relative (with British citizenship or settled status and who is 25 years or older and not in full time education); or
3. with a Visiting Parent for the purposes of the student settling into life in the UK although limited to: (1) the two weeks of arrival in the UK for each academic year prior to start of studies and half term breaks. The School may on an exceptional basis agree additional time. See Section E on Visiting Parents below for further information on parameters for agreeing any additional time; or
4. on a School trip supervised by the School managed in accordance with School policies (with express parental consent); or
5. with a friend/peer as long as the responsible adult at the peer/friend's residence is 25 years or older, is not in full time education, and the School deems the arrangement suitable (with express parental consent).

Any arrangement outside of those in 1-5 above would only be allowed outside term time and in exceptional circumstances with the agreement of the School and approval of the Head of UK Compliance, and with the consent of the student's parents.

D.2 Travel arrangements

The School shall collect and retain travel details for Child Student visa holders when leaving and returning to School for holidays or for a weekend. This includes all arrangements when the student is in the country including when they stay with Nominated Guardians, Close Relatives, Parents or Friends during the holidays or prior to travelling home or returning to School.

The travel details collected must be provided by parents (or Nominated Guardians if parents provide express prior written consent) and consented to by parents and include:

- a) Arrival and departure dates
- b) Flight details and itineraries if applicable
- c) Taxi or other transfer details
- d) Identity of the person collecting the child
- e) Temporary accommodation if not going directly to the School

If the student does not enrol at School or attend the temporary accommodation at the time prescribed and consented to by parents, the School shall follow its missing person process as outlined in the School policies which includes notifying local authorities.

The School's Boarding team will confirm safe arrival of the student at the airport on route if applicable and at his/her destination.

In respect of Boarders, Parents shall arrange for the student to stay with a Nominated Guardian or Close Relative if they arrive in the UK when the boarding house is not open, or they arrive outside of the hours of 7am-9pm.



Students may not leave more than 2 weeks prior to their course end date without prior written approval of the School to be agreed only in exceptional circumstances.

E. Visiting Parents

As above, it is School policy that students with Child Student visas, shall only stay with Visiting Parents for the purposes of settling into the UK in holidays for: (1) the two weeks of arrival in the UK for each academic year prior to start of studies and (2) half term breaks.

In exceptional circumstances however, School s can agree to students staying with Visiting Parent for further time in end of term or summer holidays however the School shall fully review the details prior to agreeing to this arrangement and the School must obtain a copy of the Visiting Parent's tourist visa to ensure the Visiting Parent has the right to remain in the UK over this time.

F. Additional safeguarding protections

The School will take appropriate steps to ensure that the Nominated Guardian arrangement and stays with Close Relatives, promote and protect the welfare, physical and emotional wellbeing of the students.

1. The School shall conduct wellbeing checks with students on their return from staying with a Nominated Guardian, Close Relative or any other person. Any concerns about a Nominated Guardian arrangement or stays with a Close Relative or other person shall be acted upon immediately and referred to all relevant agencies
2. Any concerns or issues relating to stays with Nominated Guardians or Close Relatives or other persons to be documented and tracked in the usual course via CPOMS.
3. The School will proactively share any safeguarding-related information that a Nominated Guardian or Close Relative needs to be aware of regarding medical conditions and mental health and wellbeing of the student prior to their stay. The Nominated Guardian must also share such information they become aware of with the School.