



TAUNTON
— SCHOOL —

EDUCATIONAL GUARDIANSHIP

POLICY AND AGREEMENT

Policy Lead – DSL

Last Review – March 2026

Review Schedule - Annually or following a change in legislation

Definitions

In this document, the term 'Guardian' refers to an Educational Guardian, which involves a delegation of parental responsibility, usually for short periods of time. This is distinct from a Legal Guardian, which refers to a person who is appointed by a court of law to care for a child when a parent or guardian has died, or to a person acting as a guardian of a child's estate. In this document the term 'School' shall refer to Taunton School.

1. Introduction

1.1 The School maintains a strong boarding ethos and greatly values the diversity that both its UK and international pupils bring to our community. Pastoral staff provide vital support to international pupils, aiding integration and helping them get the most out of their time in the UK. Educational Guardians provide extra support to pupils, ensuring their welfare in and out of school grounds. An Educational Guardian acts as the overseas parents' representative in the UK and is independent of School. The types of services a Guardian offers can include but is not limited to arranging homestay accommodation and airport transfers, attending parents' evenings, emergency/crisis support and generally supporting the pupil during their stay in the UK.

1.2 In addition to our responsibilities as outlined in the School's Safeguarding Policy, the School has particular responsibility under UK Visa and Immigration (UKVI) regulations for international pupils on our Child Student visa sponsorship, for whom we are responsible while they are living and studying in the UK. UKVI rules require that care arrangements are 'suitable' for pupils at all times when they are in the UK, and not just when they are in the care of the school.

1.3 Additional legislation with which the school must comply regarding the safeguarding and promotion of the welfare of pupils includes:

i [The Children Act 1989](#)

ii [The National Minimum Standards for Boarding Schools](#) (Sept 2022) which states that the School will take appropriate steps to ensure that the guardianship arrangement is 'promoting the welfare, physical wellbeing and emotional wellbeing of the boarder'.

1.4 During term time the school is responsible for a pupil's welfare and acts *in loco parentis*. However, there are times when the school must be able to hand over these parental responsibilities to an appointed Educational Guardian. For this reason, the school requires every pupil whose parents or legal guardians do not live in the United Kingdom to have an Educational Guardian.

1.5 The school may request a change of Educational Guardian, or revision of the arrangement, if it is felt necessary. For example (and this should be noted) the school does not consider unsupervised stays in hotels or bed and breakfast accommodation to be an acceptable level of accommodation or care. It is also not considered to be a suitable arrangement for the pupil to stay in university student accommodation even if this is with a family member.

1.6 Educational Guardians are welcome, indeed encouraged, to visit the school to support a pupil in matches, concerts and other school events. If parents authorise guardians to receive school reports on the form in Appendix 1, they may also attend parent consultations on their behalf and contact the House Staff to discuss the pupil's academic and social progress.

2. Aims of the Guardianship Policy

- i To provide parents (and the guardians they appoint) with a clear explanation of the school's expectations relating to educational guardianship.
- ii To ensure parents understand the responsibilities of the guardian they appoint and that the school must be satisfied that the guardianship arrangement promotes the welfare, physical and emotional wellbeing

of the boarder - National Minimum Standards for Boarding Schools 2022, Standard 22 - [NMS for boarding schools](#)

- iii To make parents aware that concerns about an educational guardianship arrangement will be acted upon immediately and referred to relevant agencies, as per National Minimum Standard (22.4).
- iv To ensure parents are aware that the school reserves the right to reject the arrangements planned for their child when they are residing out of school, **if deemed unacceptable or inappropriate by the school**. The parents will have to make alternative arrangements; the school would be under no obligation to provide a place or continued place at the school if no arrangements deemed acceptable by the school can be put in place. The school will also comply with its Safeguarding and Child Protection Policy in this regard. The policy is available to read on our website.
- v To provide details on how communications between the school, parents and guardians will operate.
- vi To provide parents with a separate Guardianship Agreement which will give the school full details of the appointed guardian and the responsibilities which parents have delegated to them. The agreement needs to be signed by both parents (subject to custody) and the appointed guardian. Parents must also inform the school immediately if there are any changes to any details relating to the guardian.

3. Parent Responsibilities

3.1 An Educational Guardian is appointed by a pupil's parents. The school does not provide specific guidance, instead refers parents to the following accredited agencies - AEGIS [Click Here](#); or BSA [Click Here](#)

3.2 The parents must:

- i satisfy themselves that the Guardian is a fit person to have unsupervised care of their child
- ii satisfy themselves that the Guardian can provide suitable accommodation for their child when in the UK but absent from the school
- iii inform the school if the Guardian is related to the Pupil and must give details as to how they are related, or confirm that they are using a professional Guardianship organisation.

3.3 If an appointed Guardian's details change during a pupil's time at the School, it is the parents' responsibility to ensure accurate updated contact details (telephone, mobile, email and full postal address) are communicated to your child's Housemaster/Housemistress as soon as possible, in order to ensure continuity of care.

3.3 Parents must communicate all holiday and exeat arrangements with at least one week's notice to the Housemaster/Housemistress. The school must know the exact details of pupil's accommodation and the methods of transportation. If there are multiple stays planned for a holiday period, the school must know all travel arrangements and host family details in advance.

4. Who can be an Educational Guardian?

4.1 The school accepts three different types of Guardians, these are:

- i Family Friends or Family Members - An unpaid close relative or family friend. A close relative is defined as a Grandparent, Brother or Sister, Step-parent, Uncle (the brother or half-brother of the child's parent), Aunt (the sister or half-sister of the child's parent), or another member of the family.
- ii In Appendix 1 please circle the appropriate Family Member/Family Friend. Please refer to clause 5 for documentation required.
- iii Accredited Guardianship Agency – An AEGIS or BSA accredited Guardianship Organisation.
- iv Please refer to clause 5 for documentation required.
- v Un-accredited Guardianship Agency – A Guardianship Organisation that is not accredited by AEGIS or BSA.

4.2 Please refer to clause 5 for documentation required.

4.3 We strongly recommend that parents use an accredited guardianship agency to provide suitable support and care for their child whilst studying at Taunton School. If an accredited guardianship agency is not employed, then their chosen guardians must fall into the definitions above for a Family Friend/Family Member or an Un-accredited Guardian and must be:

- i Over 25 years of age.
- ii Be a resident British Citizen or have settled status in the UK
- iii Have a high proficiency in the English language.
- iv Be able to provide a point of contact for the school at all times.
- v Be able to reach school within a maximum of 3 hours.
- vi Be someone with whom the child feels happy and comfortable staying – very much like a family home. Guardian accommodation must be safe, appropriately supervised, and of a good standard. An unacceptable Guardian arrangement would be one in which the environment is not warm and welcoming and/or where numerous young people are staying in one establishment. A commercial premise, unsupervised hotel, B & B, hostel or student accommodation will not be considered acceptable.
- vii Uphold the ethos and values of the school at all times.
- viii Respect and support the rights, religion, and customs of the student.
- ix Be able to provide the documents listed in Clause 5 below.
- x Not be an employee of the school.

4.4 The School's Guardianship Agreement is in Appendix 1 of this policy. Both the Parent(s) of the pupil and the Guardian must complete and return the consent form before a Guardian can be assessed and confirmed by the school as an acceptable person to undertake the responsibilities outlined in this Policy.

4.5 Pupils who are required by this Policy to have a Guardian will only be permitted to start at the school when a suitable Guardian has been appointed, all required checks completed, and the Guardianship Agreement signed by the parent(s) and the Guardian, is returned to the school, along with a hand signed Letter of Undertaking and Parental Consent Letter, where necessary.

5. Identity Verification and Documentation

5.1 The school has a duty to undertake appropriate checks on Guardians. Any person undertaking the responsibilities of an Educational Guardian is required to provide the following documents. This is required for the purposes of identity verification and safeguarding.

5.2 Note, if the school does not receive the documents outlined below, at least 1 week prior to the student's commencement of studies, the school reserves the right to appoint a suitable (accredited) guardian on behalf of, and at the expense of, the parents.

5.3 Accredited Guardians:

- i. Signed Guardianship Policy/Agreement
- ii. Letter of Undertaking (required for student's entering the UK on Child Student/Student Visas only)

5.4 Family Friends, Family Members:

- i. One form of photographic ID (e.g. passport, driving licence, national identity card)
- ii. One proof of address (e.g. utility bill, mortgage or rental agreement)
- iii. Evidence of their right to reside in the UK (e.g. passport and/or proof of settled status).
- iv. Confirmation that no member of the household has a criminal history

- v. Signed Guardianship Policy/Agreement
- vi. Letter of Undertaking (required for student's entering the UK on Child Student/Student Visas only)

5.5 Un-accredited Guardians:

- i. One form of photographic ID for all guardians and Host Families used (e.g. passport, driving licence, national identity card).
- ii. One proof of address (e.g. utility bill, mortgage or rental agreement) for all guardians and host families used.
- iii. Evidence of their right to reside in the UK (e.g. passport and/or proof of settled status).
- iv. Confirmation that no member of the household has a criminal history
- v. At the minimum, a basic DBS Certificate (dated within the last 12 months) for all Guardians and Host Families used. A DBS certificate is required for all members of the household/s of 16 years of age and above. Please note that a standard or enhanced DBS is preferred.
- vi. A copy of the Home-Checks completed to check the suitability of all accommodation used prior to hosting.
- vii. A copy of the Home-Checks completed on all Guardians/Host Families whilst hosting. Must be dated within the last 12 months.
- viii. Signed Guardianship Policy/Agreement
- ix. Letter of Undertaking (required for student's entering the UK on Child Student/Student Visa only)

5.6 A member of School staff will contact the Guardian to double check the details given on the form and that the Guardian is comfortable with the responsibilities they are undertaking.

5.7 Please note that all guardians / host families should bring photo ID to confirm their identification when collecting students from the boarding house for the first time.

6. Guardian Responsibilities

6.1 All Guardians must be prepared to undertake, where necessary, the following responsibilities:

- i. To be available not only to the pupil but also to the School as a proxy for the parents.
- ii. To act with delegated parental authority in the case of an emergency or crisis (see Appendix 2) and to make appropriate arrangements and permissions for medical care. If neither parent(s) nor Guardian can be contacted, the Housemaster/Housemistress acts *in loco parentis*, i.e. as if they were the legal Guardian acting in the best interests of the child.
- iii. To provide home-like, safe and suitable accommodation for the pupil with an appropriate degree of care and supervision when they cannot be accommodated at the School and to liaise with the Housemaster/Housemistress regarding these arrangements. Occasions are likely to include, but are not restricted to:
- iv. Exeat / Reading weekends, half-term breaks, and longer holidays
- v. Days at the start and end of term when a pupil's flights do not coincide with term dates or may involve a long wait at the airport, and delays / cancelled flights
- vi. If a pupil is ill or requires medical treatment (including contagious conditions and ongoing hospital treatment) or injured and needs to recuperate away from the School
- vii. If the School requires a pupil to leave for disciplinary reasons or because the School determines it to be in the pupil's best interests
- viii. Any other occasion when the pupil is released from the School
- ix. To undertake parentally delegated responsibilities in an agreement with the parents of the pupil in order to promote and safeguard the welfare of their child at all times whilst in the UK.
- x. To promote the physical and emotional wellbeing of the pupil.

- xi. To be available to liaise with the Housemaster/Housemistress on behalf of the parents of the above pupil in any matters relating to the pupil's welfare.
- xii. To represent Parents at parent/teacher consultations if requested and authorised to do so by parents.
- xiii. If taking charge of travel arrangements, to inform the School about all travel arrangements at the beginning and end of each term, half term and Exeat / Reading weekend. To communicate all such travel details with at least one week's notice to the Housemaster/Housemistress. The school must know the exact details of pupil's accommodation and the methods of transportation. Arrangements for departures and arrivals should be agreed with the Housemaster/Housemistress in accordance with the published term dates.
- xiv. To provide up to date telephone, postal address and email address and notify the School in writing of any change of Educational Guardian arrangements.
- xv. To notify the pupil's Housemaster/Housemistress if the Guardian is planning to leave the UK and to ensure that the pupil's parent(s) have appointed a suitable replacement/temporary guardian to act whilst they are outside the UK.
- xvi. To make suitable alternative arrangements if unable to accommodate the pupil, and to inform, in advance, both Housemaster/Housemistress and Parents of the arrangements. A host family/Guardian by proxy should also provide all the same identity documents outlined in Clause 5 of this policy.
- xvii. **The school reserves the right to check the suitability of accommodation at any time.**

7. Private Fostering

7.1 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. A close relative, as defined by UKVI, is a grandparent, brother, sister, stepparent, uncle or aunt (sibling or half sibling of the parent). Please note this does not cover some relatives, including cousins, which families may consider a 'close relative', but which are not covered by the above definition.

7.2 The Guardian and parent must inform the local authority 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. The Local Authority may visit the family and undertake an assessment. This assessment may involve requesting to meet all adult members of the family (and those age 16 and over). The school is required to contact the relevant local authority to ensure appropriate safeguarding is in place.

7.3 Failing to notify the local authority could also lead to revocation of the School's Student Sponsor Licence. The school will therefore ask for evidence of approvals from the local authority for any student in a private foster care arrangement and will retain these confirmations on the students' files.

8. Homestay Arrangements

8.1 This is temporary responsibility for the safety and wellbeing of the pupil, for instance over a weekend or during a half term school holiday.

8.2 This could be staying with the family of another pupil of the School where parental permission has been given from both parties.

8.3 These persons must be in the UK for the entire duration of the pupil's stay with them, be over 25 years of age and these persons must **not** be an employee of the school.

8.4 The Homestay family must take responsibility for the welfare of the pupil during their stay, remain contactable at all times, make the Housemaster/Housemistress aware of any welfare concerns, and ensure that the pupil returns to School at the required time.

8.5 The Parent(s) or the Guardian must provide the pupil's Housemaster/Housemistress with details of the person(s) with whom the pupil is staying as part of the Homestay prior to the Homestay.

9. Pupil Wellbeing

9.1 National Minimum Standards for Boarding Schools (Sept 2022) make clear that "the school [must take] appropriate steps to ensure that the guardianship arrangement is promoting the welfare, physical wellbeing and emotional wellbeing of the boarder." The school will monitor arrangements via the following steps:

- i. The Housemaster/Housemistress or Assistant Housemaster/Assistant Housemistress will check before a pupil stays with a Guardian, host family or pupil-friend's family that they feel comfortable with the arrangements.
- ii. The School will inform the Guardian, host family or pupil-friend's family of any medical or emotional needs of pupils in their care in advance of their stay.
- iii. Following a stay with a Guardian, host family or pupil-friend's family, pupils will be asked by boarding house staff about the arrangements that were in place.
- iv. In addition, pupils will complete the School's online guardian feedback forms at regular times during the year.

9.2 Any concerns about a Guardianship arrangement will be reported to the Designated Safeguarding Lead and will involve external agencies, as and when required.

9.3 Approval and Review

This Policy shall be reviewed annually.

Appendix 1

**EDUCATIONAL GUARDIAN AGREEMENT
FOR ALL PUPILS RESIDENT OUTSIDE THE UK**

As a resident abroad, the following UK-based person has agreed to act as Educational Guardian to my/our son or daughter and may be consulted in an emergency.

The Educational Guardian must meet the following criteria:

- i. Be over 25 years of age.
- ii. Is not living in accommodation provided by another educational institution or any form of university student accommodation.
- iii. Be a resident British Citizen (i.e. UK passport holder or with Indefinite Leave to Remain/Settled Status)
- iv. Have a high proficiency of the English Language
- v. Be available 24/7 in case of emergency
- vi. Is not an employee of Taunton School
- vii. Be able to provide the right level of support to the pupil as detailed in Clause 6. Guardian Responsibilities
- viii. Be able to reach school within a maximum of 3 hours
- ix. Confirm that no members of the household have a criminal record

We ask that the Educational Guardian and Parent both sign this agreement with the school showing that they have understood the School's requirements and their responsibilities in relation to educational guardianship.

PLEASE COMPLETE IN BLOCK CAPITALS

Child's name (in full):..... (please print)

Boarding House (if known):

EDUCATIONAL GUARDIAN DETAILS

Title: Mr/Mrs/Ms/etc.....

Guardian's name (in full):..... (please print)

Guardian's Date of Birth:.....

Email Address:.....

The Guardianship Agency Name (if applicable).....

Or, if not using an agency, please state relationship to the pupil:.....

Guardian's UK address:.....

.....

.....Post Code:.....

Telephone Numbers. Mobile:.....

Home / work number:.....

APPOINTED EDUCATIONAL GUARDIAN'S AGREEMENT

By signing this document, I confirm that as the appointed Educational Guardian of the above named pupil, that I am prepared to act with delegated parental authority to the pupil in case of an emergency and other matters agreed by the parents. I can provide a home for the pupil for half term, Exeats/ Reading weekends and holidays when the pupil is unable to go home, and to deal with arrival and or departure from UK airports if necessary.

If using a guardian agency, is it accredited by AEGIS or BSA? YES NO NA

If you circled No or NA, please provide the additional documents as outlined in Clause 5.

For guardian agencies who are not accredited by AEGIS or BSA, by signing this document, you confirm that:

1. You have independently conducted thorough due diligence on any guardian or host family involved. This includes verifying identification, completing DBS checks on all individuals age 16 and over residing in the household, assessing the suitability of the place of residence, and conducting safeguarding, welfare, and wellbeing checks on a regular basis. You must provide proof of the above, as outlined in Clause 5 to ensure the safeguarding of students prior to any stay.

For family members or close family friends please circle the relationship of the unpaid Appointed Educational Guardian.

- Grandparent
- Brother or Sister
- Step-parent
- Uncle (the brother or half-brother of the child's parent)
- Aunt (the sister or half-sister of the child's parent)
- A member of the family not listed above
- A close family friend

TO BE COMPLETED BY THE EDUCATIONAL GUARDIAN AND PARENTS

By signing this document, you confirm that you meet the criteria outlined in Appendix 1 and you have attached copies of documentation as outlined in Clause 5 of this policy. If documentation is not provided in advance of a stay with a guardian, the pupil will not be permitted to stay with the guardian and emergency guardianship will be arranged by the school at the parents' expense.

Criminal Record Declaration

I confirm that no adult (including individuals age 16 and over) residing in, or regularly present at, the address(es) where the pupil will stay – including myself, any employees, contractors, or host family members – has any criminal convictions, is subject to any criminal proceedings, or poses any safeguarding concern in the UK or overseas.

Appointed Educational Guardian's signature:.....

Date:.....

The above-named person/organisation has agreed to act as Appointed Educational Guardian and by signing above, agrees to undertake the responsibilities as detailed in the Educational Guardianship Policy.

Parent/Legal Guardian Name/s:.....

I/we confirm that I/we have asked the person named above to act with delegated parental authority for my/our child whilst I am/we are overseas.

I/we confirm that the appointed Educational Guardian meets the criteria as outlined in Appendix I. I/we also undertake to notify the school in writing of any change of Guardian and to provide full contact details of the new Guardian.

Parent/Legal Guardian Signature:.....

Date:.....

Please circle

Do you wish for the Appointed Educational Guardian to be able to attend Parent Teacher Consultation and receive a copy of the school reports.

YES NO

If we do not receive a signed copy of this Educational Guardianship Agreement and copies of all documentation as outlined in Clause 5 of the policy, Taunton School reserves the right to place the pupil with an accredited guardianship agency and the cost will be passed on to the parents.

We may process your personal information for carefully considered and specific purposes which are in our interests and enable us to enhance the services or information we provide. We will always keep your details safe and secure. 'We' includes Taunton School, the charity, its charitable and all trading subsidiaries. Our Privacy Notices can be found on our website (<https://www.tauntonschool.co.uk/about/policies/>) or by request from the Compliance and Information Officer. If you have any concerns about the data we hold or do not wish to receive any further communications from us, please contact the Data Protection Officer (DataRequests@tauntonschool.co.uk)