



# HARROGATE LADIES' COLLEGE & HIGHFIELD

Independent School for Girls Aged 2 to 18  
and Boys Aged 2 to 11

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# EDUCATIONAL GUARDIANSHIP POLICY

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Harrogate Ladies' College family of Schools:

Highfield Pre School, Highfield and College

SLT Responsibility: Joanna Fox and Sarah Bowman

Governor Committee Review: Pupil Welfare Committee

Review Cycle: Biennial

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**REGISTERED OFFICE:** Harrogate Ladies' College, Clarence Drive, Harrogate, North Yorkshire HG1 2QG.  
Harrogate Ladies' College is registered as a Company in England. Registered number 197987. Educational Charity Registered No. 529579.

Since 1893



## 1. Introduction

Harrogate Ladies' College is committed to safeguarding and promoting the welfare of every boarding pupil. The School is responsible for each pupil's welfare during term time and will, therefore, undertake designated parental responsibilities. There may, however, be times when the School must be able to hand over its responsibilities to another adult eg the end of terms or in disciplinary matters. This will either be to the parent or, in the case of parents living overseas, the educational guardian (guardian).

We therefore require the parents or legal guardians of all boarding pupils (including those over the age of 18) who do not live in the United Kingdom, to appoint a UK guardian or educational guardianship organisation. The guardian must be given legal authority to act on behalf of the parent or legal guardian in all aspects.

Harrogate Ladies' College cannot appoint guardians on behalf of parents; the responsibility for selecting an appropriate guardian rests with the parent or legal guardian.

## 2. Definitions

In this document, the term 'guardian' refers to an **Education Guardian**, which devolved 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 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.

## 3. Appointing a Guardian

It is the parents' responsibility to appoint a guardian; the organisation and selection process rests solely with parents.

An Education Guardian might be a family member, a family friend or a guardianship agency.

If parents choose to appoint a guardianship agency the School strongly recommends **that parents appoint an agency which is accredited by the Association of Educational Guardians for International Students (AEGIS)**. AEGIS is a national association which monitors and regulates the welfare of international students, and provides accreditation for Educational Guardianship Organisations, in line with the National Minimum Standards for Boarding. Further information and contact details can be found on [www.aegisuk.net](http://www.aegisuk.net).

The Boarding Schools Association (BSA) also operates a registered guardianship scheme details of which can be found at [www.ukbsa.com/bsa-certified-guardian-scheme/](http://www.ukbsa.com/bsa-certified-guardian-scheme/)

If further information is required, please contact the Admissions Office at the School at [admissions@hlc.org.uk](mailto:admissions@hlc.org.uk) or 01423 537045.

In order to ensure the safety and wellbeing of the pupil, we ask parents to appoint an Educational Guardian that meets the following requirements:

*This policy applies to all members of our school community, including boarders and those in our EYFS setting.*



- be over 25 years of age in order to meet the challenges of fulfilling the requirements of the position (please contact the School to discuss if this requirement is not able to be met)
- be a permanent resident of the United Kingdom;
- ideally reside within 2 hours' travelling distance from the School; either by car or by public transport (please contact the School to discuss if the proposed Educational Guardian resides further away from school);
- be a 24-hour point of contact for the pupil, parents and the School;
- not be a member of staff at Harrogate Ladies' College
- act with delegated parental authority in the case of emergency or crisis and in other matters as required;
- make appropriate arrangements for any medical treatment whilst the pupil is under their care;
- liaise with the School over holiday arrangements, including informing the School about the details of travel arrangements made for a pupil leaving the School for the weekend or a longer holiday period, in addition to making these arrangements where the parents have not already done so. The School must know the exact details of the pupil's accommodation and methods of transportation, which should be appropriate depending on the age of the pupil;
- provide appropriate overnight accommodation, if required, including at the start and end of terms and half-terms;
- be fluent in the English language.

Educational guardians are expected to respect the rights, religion and customs of a child and to adhere to what is commonly regarded as best practice in terms of their guardianship of pupils. This should include signing an agreement with the pupil's parent(s), confirming the responsibilities of the guardian.

It is the responsibility of parents to check that the Educational Guardian appointed is suitable and that adequate safeguarding measures have been taken. The guardian will be acting on the parents' behalf and the guardianship arrangement will not fall within the School's welfare responsibility for the pupil.

**If, at any time, the nominated guardian does not meet the requirements of the School's Educational Guardianship Policy, the School will require the parent(s) to appoint an AEGIS accredited EGO to make appropriate educational guardianship arrangements.**

**If, at any time, the School considers the educational guardianship arrangements to be unsatisfactory, then the School reserves the right to exclude the pupil until appropriate educational guardianship arrangements have been made.**

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#### **4. UKVI Sponsored pupils**

In the case of pupils who are in receipt of UKVI sponsorship by the School and have been issued with a Confirmation of Acceptance for Studies (CAS) by Harrogate Ladies' College, the School is responsible to UK Visas and Immigration for the pupil at all times whilst in the UK for the duration of the visa sponsorship. The School is legally required to retain accurate records of the pupil's whereabouts whilst in the UK; parents must therefore undertake to ensure that the School is, at all times, provided with full details and contact information for all periods that the pupil is in the UK but not resident in school.

#### **5. Educational Guardianship Agreement form**

The Educational Guardianship Agreement (EGA) form below should be carefully read and signed by the parent(s)/legal guardian and the appointed Educational Guardian and then returned to the School.



**Educational Guardianship Agreement form**

If parent(s) of pupils at Harrogate Ladies’ College (the School) are resident outside the UK, the parent(s) must appoint an Educational Guardian for the pupil who is based outside the UK. This form must be completed to inform the School of the Educational Guardian appointed.

Please read and sign the form below and return to the School via email to [guardian@hlc.org.uk](mailto:guardian@hlc.org.uk).

<b>Child’s details (Child)</b>	
Full name .....	
Date of birth .....	Joining Year Group .....
<b>Parent(s) details (Parent(s))</b>	
Mother's full name .....	
Father's full name .....	

**General**

1. I/We confirm that I am/we are the Parent(s) of the above-named Child and that I/we have parental responsibility for the Child in accordance with the Children Act 1989.
2. I/We acknowledge that as we are resident outside of the UK, we are required as a condition of our Child’s place at the School to appoint an Educational Guardian.
3. I/We acknowledge that, by completing this form and returning it to the School, I am/we are confirming the details of the Educational Guardian I/we have appointed for the above named Child while he/she is a pupil at the School and that, should the arrangements detailed change, I/we will notify the School in writing immediately.

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4. I/We acknowledge that the School has taken no part in the selection or appointment of the Educational Guardian named on this form and that I/we have satisfied myself/ourselves that the Educational Guardian is suitable to be responsible for the Child's welfare in the manner described.
5. I/We acknowledge that I am/we are satisfied with the insurance arrangements which have been put in place for my/our Child when they are in the care of the Educational Guardian.
6. I/We understand that the School will not, unless negligent, be liable in respect of injury, loss, damage or costs arising out of, or in any way connected with, this Educational Guardianship appointment.

### **Appointment**

7. I/We have appointed the Educational Guardian named below to act on my/our behalf in all matters concerning the safety and welfare of the above-named Child whilst they are attending the School.
8. I/We confirm that I/we have made arrangements to cover the costs associated with the performance of the role of the Educational Guardian.

### **Authorisation**

9. I/We have authorised the Educational Guardian named below to:
  - attend the School premises in case of emergency and if deemed necessary by the School, provided that the Educational Guardian informs me/us about what has happened immediately
  - make all necessary travel arrangements including: collecting the Child from the appropriate airport or railway station and delivering him/her to the School; collecting the Child from the School and delivering him/her to the appropriate airport or railway station and the beginning and end of each term or half-term
  - ensure the Child attends School punctually each day (Homestay) in accordance with the School's timetable
  - collect and accommodate the Child in their home in the evening (homestay) and at the weekends (homestay and boarders' weekends) during the term
  - collect and accommodate the Child in their home in the event that the Child is unwell and unable to attend School
  - collect and accommodate the Child in the home in the event that the Child is excluded for non-payment of fees or suspended for disciplinary or other reasons
  - collect and accommodate the Child in their home at half-term and during holidays, and at the beginning and end of term if required

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- arrange and, if appropriate, attend medical appointments for the Child
- provide consent for the Child to receive emergency medical treatment if necessary
- liaise with the Head of Boarding and House Mistresses in connection with matters related to health, welfare and educational progress of the Child
- attend School events where possible including, for example, parents' meetings

Educational Guardian Details	
Full name	.....
Date of birth	.....
Address	..... ..... ..... .....
Telephone	..... Mobile .....
Email	.....
Relationship to the child	.....

**Agreement**

- 10.** By signing this form, the Educational Guardian confirms his/her acceptance of this appointment by the Parent(s) as Educational Guardian of the above-named Child and confirms that he/she has agreed with the Parent(s) to comply with the requirements listed above.
- 11.** The Educational Guardian confirms that he/she has agreed with the Parent(s) to take personal responsibility for the Child to the extent required and authorised above and will not delegate any of his/her responsibilities without prior written consent from the Parent(s).
- 12.** The Educational Guardian confirms that he/she has agreed with the Parent(s) to notify the Parent(s) (and, if applicable, the School) immediately in the event of any emergency involving the Child.

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13. The Educational Guardian confirms that he/she has agreed with the Parent(s) to notify both the Parent(s) and the School immediately if he/she is no longer willing or able to continue as the Child's Educational Guardian.

Signatures	
Father .....	Date .....
Mother .....	Date .....
Educational Guardian .....	Date .....





**Version Control**

	Version 1	Version 2	Version 3	Version 4	Version 5	Version 6	Version 7	Version 8	Version 9
Reviewed by									
Date									