

terms and conditions

Bright World Guardianships Ltd

1. Definitions

Bright World means Bright World Guardianships Ltd, UK 'the Parents' means the parents or guardians of the Student 'the Student' means the student to whom this agreement relates 'the School' means the school at which the Student is placed for the time being 'the Host Family' means any host family with whom the Student is provided with Homestay accommodation during the Programme 'the Programme' means the guardianship services offered to the student by Bright World

2. Bright World's Obligations

2.1 To undertake, subject to the provisions of Paragraph 3.2, parental responsibility for the Student during term time and any additional periods during which the Student is being provided with homestay accommodation as mentioned below and, in particular, where appropriate, to exercise its discretion on behalf of the Parents where consents are required from the School for activities to be undertaken by the Student.

2.2 To oversee, administer and liaise on behalf of the Parents with the School throughout the duration of the Programme.

2.3 For boarding school students to ensure that suitable homestay accommodation is provided where required during half terms, exeats and school holidays, subject to the payment by the Parents of £39 or £45 pounds per night. This amount may vary from time to time.

2.4 To liaise with the Parents, the School and the Host Family and generally to provide for the welfare of the Student during the Programme.

2.5 To arrange transport for the Student between the point of arrival or departure in England and the School subject to reimbursement of expenses in accordance with Bright World's published tariff.

2.6 Bright World will take all reasonable steps to: ascertain from the Student where and when he/she intends to travel independently; and take all reasonable steps to provide information as to where the Student intends to travel independently to the Parent(s) within a reasonable time prior to the child's stated intended departure date for the independent travel.

The Parents' Obligations and Confirmations

3.1 The Parents confirm that Bright World Guardianships are the persons legally and properly entitled to act as guardians to the Student

3.2 The Parents delegate their parental powers and duties to Bright World during the course of the programme provided that Bright World shall be released from all such duties during any periods when the Student is under the direct control of the Parents or is absent from the School or the Host Family for purposes not sanctioned by Bright World or by the School, in particular for purposes arranged by the parents direct.

3.3 To provide any additional authority which may be required by the School to enable it to supply to Bright World all information it may require concerning the Student's performance and conduct throughout the duration of the programme.

3.4 The Parents authorise Bright World to delegate such parental powers and duties to the School and the Host Family in such a manner and to such an extent as it thinks fit.

3.5 The Parents confirm their understanding of the medical release authorisation on our application form and confirm and undertake with Bright World that the Student has no allergies or special medical conditions which would affect the Students' medical treatment other than any disclosed separately in writing by the Parents. Bright World may at its discretion attempt to obtain consents from the Parents for serious or emergency medical treatment but this may not be possible, whether because of language difficulties, shortage of time or otherwise, and Bright World will therefore be under no obligation to obtain any such consents from the Parents.

3.6 To be responsible for all fees properly payable in respect of the Programme In accordance with the provisions set out in the fees list and to pay cancellation fees in respect of cancellation of host family accommodation in accordance with the cancellation schedule as set out in section 4.4 of these terms and conditions, the parent guide and on emails confirming events.

3.7 The Parents shall not act in such a way as to prevent Bright World from carrying out its obligations under this agreement in a proper and reasonable manner.

3.8 Neither the Parents nor the Student will be responsible to the Host Family or the School for any accidental damage and Bright World will require the Host Family and the School to effect their own insurance against such damage. Neither the Host Family nor the School will however be responsible for the loss of, or accidental damage to, the Student's belongings and it is therefore the Parents' responsibility to take out their own insurance if required.

3.9 To ensure that the Student complies with all rules, regulations, Terms and Conditions of the School and all other reasonable requirements of the School and, if required by the school, to provide written acceptance of its rules, regulations, Terms and Conditions.

3.10 To ensure that the Student complies with all rules, regulations of Bright World Guardianships as set out in the Student and Parent Handbooks and Student Charter and all other reasonable requirements of regulations and to agree to their child signing this charter and for them to counter sign this Student Charter if required.

3.11 To indemnify Bright World against all costs, claims and other losses which may arise by reason of its reasonable exercise of any discretion or other authority given to it by virtue of this Agreement.

4. Termination

4.1 Either Bright World or the Parents may terminate this Agreement by giving to the other party at least one clear term's notice in writing to expire at the end of a term. This means, therefore, that any such notice, whether given during term time or during school holidays, must expire at the end of the following term. If one term's notice is not given, the Parents will be liable for one terms Guardianship fees as set out in the fees sheet.

4.2 In the event of the Student being expelled by the School in accordance with its rules and regulations, Bright World shall immediately be released from all its obligations to the Parent or the Student under the terms of this Agreement and the Parent shall not be entitled to any refund of fees. Any fresh arrangement for the Student following expulsion must be the subject of separate negotiation between the Parents and Bright World.

4.3 In the event of the Student not being expelled by the School but the Student being guilty of persistent unreasonable behaviour or behaviour of a seriously unreasonable nature, under circumstances where Bright World acting reasonably shall no longer be prepared to accept responsibility for the Student, then Bright World may terminate this agreement forthwith by notice in writing to the parents in which event Bright World shall immediately be released from all its obligations from the parents or the Student under the terms of this agreement and the Parents shall not be entitled to any refund of fees.

4.4 In the event that a parent needs to cancel or alter previously booked homestay accommodation, 3 weeks notice is required in writing. Failure to comply with this will render the parents liable to pay cancellation fees. Cancellation of a host family more than 7 days and up to 3 weeks incurs a 50% charge and less than 7 days incurs a 100% charge.

5. Change of School

5.1 Bright World will act in accordance with any reasonable requirement of the Parents in connection with any change of school for the Student and in particular Bright World will not transfer the Student to another school without the written consent of the parents.

6. English Law

6.1 This Agreement and any agreement with the School or the Host Family and any other matters relating to the Programme shall be subject to English Law and the Parents undertake to submit to the jurisdiction of English Courts in respect of any matters arising out of any of them. The parents acknowledge that English Law may be different from the law of their own country, e.g. in respect of race relations or sex discrimination.

7. Exclusion of Bright World's liability

7.1 As the School will be selected only with the consent of the Parent, Bright World cannot accept any responsibility to the Parents or the Student for any acts or omissions of the School relating to the Student.

7.2 Whilst Bright World will take proper care in selecting the Host Family, Bright World cannot accept responsibility for the actions of the Host Family in relation to the student.

7.3 Where the parent has opted for the Relax & Revise programme or other holiday course organised by another organisation the parents acknowledge that Bright World cannot take responsibility for any omissions on their part as whilst on the course the other organisation's Terms and Conditions apply.

7.4 Whilst Bright World will be pleased to assist the Student and the Parents in obtaining any visas and any other entry or re-entry documents which may be required for the Student, or in complying with any statutory entry or re-entry requirements, Bright

World cannot accept any responsibility for such matters and any legal responsibility shall rest with the Student and the Parents.

7.5 Bright World cannot accept any responsibility generally for acts carried out in exercising its powers and duties under this Agreement or any omissions relating thereto, except insofar as such acts or omissions are in contravention of this Agreement.

7.6 For the avoidance of doubt, Bright World cannot accept any responsibility to the School or the Host Family for any acts or omissions of the Student and it is recommended therefore that each student carry his own third party insurance.

7.7 In the light of the Severe Acute Respiratory Syndrome (S A R S) epidemic in 2003, and the Swine flu pandemic of 2009, if an outbreak of any infectious or contagious disease is reported in the country that you reside, you may be asked to certify that your child has not suffered from any illness or signs of illness in the three months preceding their entry to the UK and that as far as you know, your child has not been in contact with anyone suffering from any infectious or contagious disease before we agree to accept your child into our care. We may undertake one or any of the following actions should cases of such diseases be reported: To require that your child is medically examined before being sent to the UK and a medical certificate be issued to state that the risk of carrying any infectious or contagious disease is minimal. Any medical certificate provided must be in English. If your child refuses to be medically examined upon request, the guardianship agreement will be terminated.

To refuse to accept your child into our care if the medical examination suggests the likelihood of exposure to any infectious or contagious disease or if we have any reason to suspect that your child may have been exposed to any infectious or contagious disease. Once your child has arrived in the UK, whilst we will make every effort to find accommodation for your child, if the host family or the school refuses to accept your child for whatever reason, including the school closing due to a pandemic or contagious outbreak, we will accept your child into our care for the sole purpose of arranging your child's travel home. The cost of the return airfare and any costs incurred accommodating your child in such circumstances will be reimbursed by you. Should we or the host family refuse to accept your child into our care, this decision is final.

8. Promotional Material

Sometimes we take photographs for us to use for identification purposes, for sending back to you in our reports and from time to time would like to use these in promotional material such as this brochure, the student handbook or our website. If you do not agree to this, you must inform us in writing.

9. Entire Agreement Clause

This agreement and any schedules and documents referred to constitute the entire agreement and understanding between us Bright World and you the Parents in relation to the subject matter thereof. Without prejudice to any variation, this Agreement shall supersede any prior promises, agreements, representations, undertakings or implications whether made orally or in writing between you and us relating to the subject matter of this Agreement but this will not affect any obligations contained in any such prior agreement which are expressed to continue after termination.

10. General

In the event of any provisions of this Agreement being held to be void or unenforceable such provision shall be deemed to be severable so that the remaining parts of this Agreement shall remain in full force and effect to the exclusion of the void or unenforceable provision.