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# The Mill Hill School Foundation Educational Guardianship Policy

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## **Educational Guardianship Policy**

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## Educational Guardianship Policy

### 1. Introduction

The Mill Hill School Foundation (Foundation) has a strong boarding ethos and greatly values the diversity that both its UK and international pupils bring to the Foundation's community.

We very much value the input and the support of our Educational Guardians. A guardian can provide support for boarders outside of school and boarding, a friendly voice in times of need, and a homely environment outside of school which helps boarders to have a well-needed break at times, as well as providing support at times of crisis.

Under the Children Act 1989, the Foundation is required to safeguard and promote the welfare of pupils. During term time the Foundation is responsible for a pupil's welfare and acts *in loco parentis*. However, there are times when the Foundation must be able to hand over these parental responsibilities to an appointed Educational Guardian. For this reason, the Foundation requires all of its boarding or day pupils whose parents or legal guardians do not live in the United Kingdom to have Educational Guardians.

In addition to our Safeguarding responsibilities as outlined in the Foundation's Policy to Safeguard and Protect the Welfare of children who are Pupils at the Foundation, the Foundation has particular responsibility under UKVI regulations for international students on our Child Student visa sponsorship, for whom we are responsible while they are living and studying in the United Kingdom.

The Foundation may request a change of Educational Guardian or revision of the arrangement if it is felt necessary. It should be noted, for example, that the Foundation does not consider unsupervised stays in hotels or bed and breakfast accommodation to be an acceptable level of accommodation or care.

### 2. 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 the Mill Hill School Foundation school attended by the pupil.

### 3. Appointing an Education Guardian

- Guardians are appointed by parents. The Foundation can advise parents on how to find a guardian, if required, but the Foundation does not appoint guardians
- The appointed Educational Guardian must be over 23 years of age and be permanently resident in the UK; they must be able to be at the Foundation within two hours, if requested
- The appointed Educational Guardian must be fluent in the English language and be able to provide a point of contact for the Foundation at all times. If an Educational Guardian is leaving the UK, they and the pupil's parents should inform the school of alternative arrangements for the pupil's guardianship in their absence
- Parents should inform the Foundation if the Guardian is related to the Pupil and must give details as to how they are related, or whether the Guardian is an AEGIS Accredited or BSA Certified Guardian.
- Ideally the Guardian should be well known to the child, and be someone with whom the child feels

happy and comfortable staying. An unacceptable Guardian arrangement would be one in which the environment is not warm, welcoming and very much like a family home and/or where numerous young people are staying in one establishment which feels more like a hostel. For many pupils where the family does not have a suitable contact in the UK, it is expected that the parents will appoint a Guardian via a reputable organisation. It is important to note that the Foundation does not recommend any specific agency or organisation, but would encourage parents to ensure that it is a member of either:

- [The Association for the Education and Guardianship of International Students \(AEGIS\).](#)
- [The BSA's Certified Guardian Scheme](#)
- In a crisis, if the House Master/Mistress (teaching or non-teaching) or Foundation Head of Boarding are unable to contact parents, the Guardian may be needed to give permission for medical care. If neither parents nor Educational Guardian can be contacted, the House Master/Mistress (teaching or non-teaching) acts in *loco parentis* – as if they were the legal Guardian in the best interests of the child.
- If an appointed Guardian's details change during a pupil's time at the Foundation, it is the parents' responsibility to ensure accurate updated contact details (telephone, mobile, email and full postal address) are communicated to the pupils' House Master/Mistress (teaching or non-teaching), as soon as possible, in order to ensure continuity of care.
- Guardians must be resident in the UK for the entire duration of the pupil's stay in Mill Hill Schools Foundation Boarding and must have evidence of their right to remain in the UK.
- Guardians must be able to provide the documents listed in clause 4 below.

The Foundation Guardianship Agreement can be found in the Appendix to this policy. Both the Parent(s) of the pupil and the Educational Guardian must complete and return the consent form before an Educational Guardian can be assessed and confirmed by the Foundation as an acceptable person to undertake the responsibilities outlined in this Policy.

**Pupils who are required by this Policy to have an Educational Guardian will only start at the Foundation when a suitable Educational Guardian has been appointed and the Guardianship Agreement (as set out in the Appendix hereto) has been signed by the parent(s) and the Educational Guardian.**

#### 4. Identity Verification

4.1 The Foundation has a duty to undertake appropriate checks on Educational Guardians. Any person undertaking the responsibilities of Educational Guardians is required to provide the following documents [for every adult member of the household over the age of 18]. This is required for the purposes of identity verification and safeguarding:

- One form of photographic ID (eg. Passport, driving license, national identity card)
- One proof of address (eg. Utility bill, mortgage or rental agreement)
- Evidence of their right to reside in the UK (eg Passport and Biometric Residence Permit card).

4.2 Where the Educational Guardian is appointed by a guardianship agency, the agency will be required to confirm that:

- it has the evidence specified in 4.1 above, which should be in date for immigration documents
- it has completed all relevant safeguarding checks on the Educational Guardian
- it is accredited either with AEGIS or BSA

4.3 A member of the boarding team will endeavour to telephone the Educational Guardian to double check the details given on the form and that they are comfortable with the responsibilities they are undertaking. These conversations will be recorded. Where appropriate, the Foundation may require to undertake home visits of Educational Guardians.

## **5. Guardian Responsibilities**

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

- To provide a 24-hour point of contact throughout the Foundation year.
- To be ready to accommodate and take responsibility for the pupil at short notice in case of emergency or crisis.
- To provide a home-like, safe and suitable accommodation for the pupil with an appropriate degree of care and supervision when they cannot be accommodated at the Foundation and to liaise with the House Master/Mistress (teaching or non-teaching) regarding these arrangements. Occasions are likely to include, but are not restricted to:
  - Leave Weekends
  - Exeats (half-term breaks) and longer holidays
  - Days at the start and end of term when a pupil's flights do not coincide with term dates
  - If a pupil is ill or injured and needs to recuperate away from the School
  - 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
  - Any other occasion when the pupil is released from the School
- To make suitable alternative arrangements if they are unable to accommodate the pupil themselves, and to inform both House Master/Mistress and parents of the arrangements.
- To liaise with the School over all matters relating to the pupil's welfare, including pastoral, academic and medical care.
- To act with delegated parental authority in the case of an emergency or crisis and to make appropriate arrangements for medical care.
- To attend important parent and teacher meetings or any other important meetings at the School on behalf of the parents.
- To notify the pupil's House Master/Mistress (teaching or non-teaching) 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.

## **6. Private Fostering**

Pupils under the age of 16 who stay with persons in the UK who are not their parents or close relatives for 28 days or more (consecutively) during term-time or school holidays, may be subject to the law on private fostering. The School may be required to contact the relevant local authority to ensure appropriate safeguarding is in place. 'Close relative' for the purposes of UKVI is defined as a person aged over 18 who is the pupil's grandparent, brother, sister, step-parent, uncle (the brother or half-brother of the pupil's parent) or aunt (the sister or half-sister of the pupil's parent).

The Foundation has a duty under the National Minimum Standards for boarding to inform the local authority in which a boarder is staying, should they be staying with anyone who is not a 'close relative' under the definition above from over 28 days. Please note this includes some relatives including cousins which families may consider a 'close relative', but which are not covered by the above definition. In such cases, the Local Authority may visit the family and undertake an assessment in order for the child to continue living with the Guardian. This assessment may involve requesting to meet all adult members of the family.

## **7. Homestay Arrangements**

A Homestay arrangement is where the pupil's parent(s) appoint a person to take temporary responsibility for the safety and wellbeing of the pupil, for instance over a weekend or school holidays. This is normally arranged through the Educational Guardian who will be expected to carry out all required safeguarding checks on the Homestay family.

The parent(s) or the Guardian must provide the pupil's House Master/Mistress (teaching or non-teaching) with details of the person(s) with whom the pupil is staying as part of the Homestay prior to the Homestay. These persons must be in the UK for the entire duration of the pupil's stay with them, be over 23 years of age and have the right to reside in the UK.

The Homestay host must take responsibility for the welfare of the pupil during their stay; remain contactable at all times; make House Masters/Mistresses (teaching or non-teaching) aware of any welfare concerns and ensure that the pupil returns to School at the required time.

As with Educational Guardians, the Homestay provider should provide the identity documents outlined in Section 4 of this policy.

## **8. Approval and Review**

This Policy shall be reviewed annually.

Last Review: May 2021

Next Review: May 2022

## APPENDIX

### GUARDIANSHIP AGREEMENT FORM

This is the Guardianship Agreement Form for the appointment of Educational Guardian(s) (hereinafter referred to as the 'Guardian') for boarders who attend either Mill Hill School or The Mount, Mill Hill International. The term 'School' in this Agreement refers to whichever one of these Schools the pupil attends. References to 'Head' shall mean the Head of the pupil's School and/or the Foundation Head of Boarding.

#### Pupil's Details:

Forename(s): \_\_\_\_\_

Surname: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Course: \_\_\_\_\_

#### Guardian's Details:

Forename(s): \_\_\_\_\_ Surname: \_\_\_\_\_

Home Address \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Work: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please tick as appropriate:

**The Guardian is AEGIS Accredited**

**The Guardian is BSA Certified**

**If the guardian is not AEGIS Accredited nor BSA Certified, please state the relationship to the pupil below:**

## Guardian Duties

- ensure that arrival and departure times comply with the School's published term dates and times
- To be a 24 hour point of contact in an emergency throughout the School year
- To arrange travel to and from School at beginnings and ends of terms, at half terms, and for exeats\* (\*where applicable)
- To submit all Leave Requests to the pupil's House Master/Mistress (teaching or non-teaching) using the School's Boardingware (Orah) software.
- To arrange proper care and supervised accommodation for School holidays and exeats\* (\*where applicable)
- To notify the pupil's House Master/Mistress (teaching or non-teaching) at the end of each half term of exact travel arrangements for the pupil's return to School
- To communicate with the School the travel arrangements of new pupils, ideally as soon as possible, and no later than a week before the start of term.
- To notify the pupil's House Master/Mistress (teaching or non-teaching) at the start of the academic year, of the pupil's safe arrival in the UK and, if arriving before the opening of boarding houses, to arrange proper care and supervised accommodation.
- To communicate in place of the parent(s) with the School regarding the pupil's well being

## Guardian Regulations

1. A Guardian is normally the nominee of the parents but the Head reserves the right to refuse to accept the nominee as a Guardian at any time should he/she feel that the person nominated was or has become unsuitable. In some exceptional cases, the Head may require boarders to be under the guardianship of an AEGIS Accredited or BSA Certified Educational Guardian.
2. A Guardian must reside within a reasonable travelling distance of the School and must be able to be at the Foundation within two hours. They must have the right to reside in the United Kingdom.
3. A Guardian must be no younger than 23 years of age.
4. A Guardian must attend all important occasions in the pupil's life at School. These include academic Parents' Evenings that are calendared.
5. A Guardian is expected to **inform the relevant House Master/Mistress (teaching or non-teaching) if leaving the country at any point during term time** and a temporary Guardian must be appointed before the period of absence commences.
6. A Guardian is expected to act in loco parentis in any involvement with the School and to assume the duties and responsibilities which entails providing a home for the pupil at weekends when required and during any School holidays in which the pupil is not returning to their home. Pupils are not permitted to stay in a hotel or residence without a responsible adult present, such adult to be nominated by the parents. If a Guardian is unable to accommodate a pupil then the pupil's House Master/Mistress (teaching or non-teaching) must be informed of this before the holiday commences and any alternative arrangements must be approved by the [Head]/[ House Master/Mistress (teaching or non-teaching)].
7. A Guardian is expected to assume responsibility for the care of the pupil if they are suspended or if their removal is required from the School by the Head.
8. A Guardian is expected to assume responsibility for the care of the pupil if they are too ill to remain at School and on the recommendation of the School Doctor is sent home. Should a pupil have diarrhoea and/or vomiting, they are required to go home or to their guardian for a period of 48 hours from the last episode, in line with HPA advice, in order to prevent the spread of infection through the boarding house.
9. A Guardian is expected to assume responsibility for the care of the pupil if the School were to close in an emergency.

10. The School accepts no responsibility for any financial agreement or dealings between the parents and the Guardian.
11. Guardians are expected to attend the induction lunch held in the Boarding House on the day of the new Pupil's arrival. If for some reason this is not possible, then a visit to the House Master/Mistress (teaching or non-teaching) before half term is a mandatory requirement.
12. Guardians must read and adhere to the Guardian Handbook which will be sent to them before the start of term, which outlines important information regarding Guardian responsibilities.
13. Guardians must be prepared to provide character references if requested by the Head.
14. If the pupil is to stay with a person(s) as part of a Homestay arrangement, the Guardian must notify the House Master/Mistress (teaching or non-teaching) prior to the Homestay and ensure that the Homestay arrangements comply with the provisions of the Foundation's Guardianship Agreement.

**Pupils who are required by the Foundation's Guardianship Policy to have an Educational Guardian will only start at the Foundation until a suitable Educational Guardian has been appointed and this Guardianship Agreement has been signed by the parent(s) and the Educational Guardian.**

### Guardian Declaration

I have read and agree to comply with the Guardian Duties and Regulations stated above and the MHSF Policy on Educational Guardianship.

I attach to this declaration details of my identity and proof of address, as outlined in section 4 of the MHSF Educational Guardianship Policy.

Name/Title

Signature

Date

### Parent Declaration

I/We confirm that the appointed Guardian named above has agreed to undertake these responsibilities, is aged 23 and over and lives in the United Kingdom. I/We understand that if I/we do not provide the details of the Guardian, or if the School does not consider the Guardian to be suitable, I/we will be required to choose a Guardianship Agency from the School's recommended Guardianship Agency list. In an emergency where the Guardian cannot be contacted, the School will make appropriate arrangements with a Guardian of their choice and charge me accordingly.

**Parent 1**

Name/Title

Signature

Date

**Parent 2**

Name/Title

Signature

Date

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