

TERMS AND CONDITIONS

These terms and conditions set out the rights and obligations of you and Anglo Belgravia Limited in connection with your use of the Guardianship Services. All the terms and conditions of this agreement are legally binding. By subscribing to Belgravia's guardianship services, you are agreeing to be bound by these terms and conditions for the upcoming academic year, part thereof and thereafter for the duration of the requirements of guardianship.

I. FEES

1. The provision of guardian services shall not commence nor will your child's school be notified until payment for fees and the terms and conditions are agreed to and are received by Belgravia Guardians.
2. Parents agree to pay fees in GBP or HKD into a Hong Kong bank account, in the name of Anglo Belgravia Limited. Exchange rates are set out weekly by Belgravia Guardians and will be stated in the invoice which is valid for 7 days. Payments can also be made into our UK account on request.
3. Thereafter the fees as outlined on the annual invoice must be received by Belgravia Guardians before the term begins.
4. Should the balance in credit with Belgravia Guardians fall below that which is considered sufficient to carry out their responsibilities, then further services will be suspended until adequate funds have been received.
5. Additional Services, such as student accompaniment or school support, will require at least three business days advance notice, and will be charged according to the Additional Services Price List published by Belgravia.
6. Belgravia reviews and publishes the Additional Services Price List on a termly basis and reserves the right to adjust prices according to environmental factors outside of Belgravia's control which will affect business operations at the time. Such factors include but are not limited to changes to fuel prices and government mandated minimum wages. Belgravia will not adjust the prices by more than 8% at each review. If the price has been adjusted for an additional service, you will be charged according to the price at the time of confirmation of the additional service.
7. Belgravia staff based in Hong Kong will be available to answer calls from 9:00am until 9:00pm (local time) from Monday to Friday. Calls outside of these hours may incur a service fee of £25 per call if the call is deemed a non emergency. An emergency is deemed a visit to accident and emergency, suspension, expulsion or a positive PCR covid-19 or pandemic related test. Genuine emergency calls will not be charged. Should an emergency situation require continuous support outside of the local working hours, a fee of £25 will be charged per hour.
8. Should any member of staff be required to visit a student between the hours of 6pm to 6am UK time a charge of £50 per hour will incur.
9. All guardianship fees should be paid before the start of the school term. If Belgravia has not received payment of the term fee within the first three weeks of the start of the school term, Belgravia will have the right to inform the student's school that Belgravia is no longer their legal guardian.
10. Belgravia Guardians reserves the right to discontinue responsibilities should accounts not be completely and promptly settled on time.

II. ACCEPTANCE AND EXPENSE ACCOUNT

11. An offer of Guardianship Services for the Student is accepted by the receipt of your payment for the Registration Fee and Annual Fee included in the Agency's first invoice to you.
12. An Acceptance Form will also need to be signed but will be taken as accepted once payment has been made and received.
13. The registration fee and expenses account will form part of the general funds of the Agency. The Registration Fee is non-refundable. Any credit on the Expense Account will be refunded without interest to you on termination of this contract. If the amount of the Expense Account falls below £300 at any time during provision of Guardianship Services, you may be required to pay to the Agency such additional sums so as to increase the monies held to the initial amount as stated in Belgravia's first invoice.
14. Any remaining credit in your expense account will be returned after the contract has been terminated or ended. Belgravia will contact the person who has signed and or agreed to the Terms and Conditions via email to inform them of the account closure process. In addition, Belgravia will send two reminder emails and should Belgravia not receive a response within 4 weeks from the second email, Belgravia will automatically close the account and any remaining credit will be forfeited.

III. GUARDIANSHIP SERVICES

15. Belgravia Guardians provides you with the package level of Guardianship Services as expressed in the Acceptance Form.
16. If you wish to upgrade the agreed Guardianship Service level provided by Belgravia Guardians, you must notify us in writing and the difference between the two service levels must be paid in lieu. No downgrade of services to a lower package will be accepted within any academic year.

IV. LOCO PARENTIS

17. The parent authorises Belgravia Guardians and the appointed host to act in loco parentis in all emergencies including essential medical attention and agrees that as a result of such action, neither the appointed host, nor Belgravia Guardians, be held financially or otherwise liable. While staying at host families that have been organised by Belgravia, the student remains Belgravia's responsibility. However, if the student goes to another family and refuses to share contact details of that household, Belgravia takes no responsibility and reserves the right to terminate the contract.
18. The parent must complete the medical form upon signing up with Belgravia with all treatments and illnesses up to date at that point.
19. Should a medical condition arise after the form has been submitted, parents are responsible for ensuring Belgravia is informed of the new condition via email at their earliest convenience and no later than the day of departure to the UK.
20. Should the parents withhold any relevant medical information, Belgravia Guardians reserves the right to immediately terminate this agreement and you will not be entitled to any refund or remission of the Annual Fee or extras due (whether paid or payable). The Expense Account will also be forfeited.
21. During a pandemic, travel limitations or an emergency situation, Belgravia will do everything in its power to ensure the safety of their students at all times, including deploying equipment or staff to assist in any dangerous situation. This will be at a cost to the student.

V. TERMINATION

22. Other than at the end of Year 13, a Notification of Termination of either party must be given in writing with one full academic term's notice. If one full academic term's notice is not given in writing by you, one third of the Annual Fee will be forfeited. It is not possible for you to reduce the amount of monies due to Belgravia Guardians or to obtain a refund, by withdrawing the student from the School part-way through a Term. Notice of termination must be given by a person who has signed and or agreed to the Terms and Conditions.
23. On termination of this agreement, any outstanding fees or expenses incurred by and owed to Belgravia Guardians must be paid.
24. If, upon the termination of this agreement, Belgravia Guardians hold any sum of money in credit as indicated by the final Statement of Account, then this money will be refunded to you in GBP or HKD at the exchange rate as at the date when it is being paid back as per point II.13 above.
25. Where the Student is excluded from the School we may immediately terminate this contract and you will not be entitled to any refund or remission of the Annual Fee or extras due (whether paid or payable). The Expense Account will also be forfeited.
26. In the event that a student is suspended from school, Belgravia will liaise with the school to discuss the situation. Belgravia will endeavour to place them with their regular host family, but if the host is unavailable at short notice, or the host is uncomfortable with hosting the student, a senior staff member will host the student for their period of suspension, before taking the student back to school. All follow ups will be discussed with the parent, including long term marks on the student's school record. This will be charged at the emergency rate as per package and the emergency hosting must be paid for in advance as outlined in section VII below.
27. For the avoidance of doubt, the provision of Guardianship Services under this contract shall continue to be provided until this contract is otherwise terminated in accordance with the provisions set out in this agreement, including where you give notice to terminate.

VI. MANAGEMENT AND CONTROL

28. The parent understands and recognises that the discipline and control of a child, as well as monitoring their educational career are essential parts of the service and undertakes to cooperate fully with Belgravia Guardians on these matters.
29. Should there be misconduct or misbehaviour by your child, Belgravia Guardians reserves the right to terminate this agreement immediately and in these circumstances shall not be held liable financially or in the respects for any consequences. In addition, you will not be entitled to any refund or remission of the Annual Fee or extras due (whether paid or payable). The Expense Account will also be forfeited.
30. Should a student be rejected or refused by two hosts, the Agency will not be liable for sourcing an alternative host.
31. The child is subject to British law while he/she resides in the UK.
32. If damage to the Guardian's/host family's home or school is caused by your child, repairs will be charged to your child's account and must be paid in full. The Parents understand and recognise that the discipline and control of a child, as well as monitoring their educational career, are essential parts of the service and undertakes to cooperate fully with Belgravia Guardians in these matters.
33. Parents are responsible for ensuring the correct travel documents and visas are at all times up to date.

34. Parents agree not to make a private arrangement for services with a family already appointed by Belgravia Guardians to act as guardians either during their contract with Belgravia, or for up to 12 months after ceasing guardianship with Belgravia.
35. If a student is hosted by a Belgravia Guardian by private arrangement the parents will be liable to pay Belgravia for losses incurred, up to the value but not limited to annual package fee plus number of nights hosted.
36. All students should have their personal insurance.
37. Host family is charged at £50 per day for Signature and Premium packages. This fee includes three daily meals, bed linen, towels, snacks, wifi and access to a shared bathroom for exeat and half term holidays.
38. There will be a holiday levy chargeable which will be communicated prior to the commencement of the holiday for any student that requires hosting over the End of Term holidays.
39. Cancellation or adjustment to plans resulting in the cancellation of the host or the shortening of the hosting period, should be communicated to us a minimum of 14 days in advance, or the agreed length of hosting, or part thereof, will be charged in full.
40. Transport to and from the host family home is charged at 50p per mile and £12.50 per half hour (less than half-hour is counted as half-hour), or the exact cost of travel tickets on public transport. Parents are obliged to pay the transport fee of the total journey. The total journey starts from the moment the host leaves their house to pick up or drop off the students until the moment the host arrives back at their house. A total estimated transportation cost will be communicated to parents if possible, before the travel date to agree and confirm the charges.
41. If arrangements change and a student decides to cancel previously arranged travel plans, 48 hours notice must be given, to avoid the full anticipated costs being charged. Any public transport tickets that have been booked and paid for will be forfeited.

VII. EMERGENCY HOSTING

42. Emergency hosting is the requirement of a host within 48 hours.
43. Emergency hosting service is available and is charged at £85 for Essential and £65 for other packages per day. 50% of the total anticipated emergency host fee ("anticipated fee") will be immediately deducted from the expenses account.
44. Once parents request an emergency host and a host has been confirmed through any means of communication, the 50% deposit will be deducted from the expenses account. Students will be provided with three daily meals, bed linen, towels, snacks, wifi and access to a shared bathroom.
45. Cancellation of a host after the deposit has been deducted will result in the deposit being forfeited in full.
46. If an emergency host is required, Belgravia Guardians will assign the most appropriate host at the time of emergency based on availability and location. Parents do not have the right to choose a host for the student.
47. Belgravia Guardians may be unable to confirm the host until the request form has been submitted.
48. Cancellation or adjustment to emergency plans will result in the loss of the 50% of anticipated amount.
49. Once a student has arrived at the host, parents will be liable for paying 100% of the anticipated amount as deducted from the deposit, or the adjusted full number of days hosting, whichever is higher.

VIII. DISPUTES OR CLAIMS

50. Any claims made against Belgravia Guardians, your child or parents are subject to Hong Kong law.
51. Any claims made against a host family are subject to British law.

IX. CHANGE OF SCHOOL

52. If you wish to change your child's school, this is a matter between you and the School. You must (by giving reasonable notice) inform the Agency of any intention to change the school to be attended by your child. We will not transfer the Student to another school unless express written consent from both of you has been received by the Agency and the new school has confirmed such arrangements in writing to us.
53. For the avoidance of doubt, the provision of Guardianship Services under this contract shall continue to be provided in the event the Student changes school unless and until this contract is otherwise terminated in accordance with the provisions set out in this agreement, including where you give notice to terminate.

X. DATA PROTECTION

54. The Agency will never pass on a student's information to any third parties without prior consent. Belgravia Guardians may transfer your personal data to third parties such as employees, related companies, including subsidiaries and associated companies within Belgravia Guardians Group, joint venture partners, agents, independent contractors, business partners and service providers, as necessary for any of the purposes in providing guardianship services to you.
55. Where personal data is provided to third party organisations, the personal data will only be transferred to such third parties that adheres to privacy and are under a duty of confidentiality to Belgravia Guardians. We will also process such personal data in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement.
56. Parents are not permitted to provide host details to any other guardianship company within 12 months of the termination notice to Belgravia Guardians. If a parent is found to have passed on contact details, further action may be taken.
57. By signing this contract you agree to your child's photos being taken when with hosts or at school being used for marketing purposes, not limited to but inclusive of social media. No photos will be passed onto third parties.
58. Should you wish for the Agency to not use your child's photo, please ensure you notify the agency in writing.

XI. CHANGES

59. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of Guardianship Services.
60. Any changes made will be effective immediately unless otherwise stated.

XII. LIABILITY FOR DAMAGE

61. You shall be responsible for any loss or damage you or your child cause to Belgravia or the Host Family and you agree to indemnify us against any such loss or damage.
62. Unless our negligence or breach of our obligations under this Agreement causes injury, loss or damage, we cannot accept responsibility for any loss or damage arising from or caused by any act or omission by us, any of our staff or any member of the Host Family, or the Student. We shall not be

responsible for any loss or damage that results if you have not provided us with the requested or relevant information about you or the Student to enable us to provide our services in accordance with this Agreement.

63. We shall not be liable for any indirect or consequential losses or any business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.
64. Our total liability to you is limited to the amount of fees paid by you for our services.
65. We do not exclude or limit our liability for:
 - death or personal injury caused by our negligence or the negligence of our officers, employees, contractors or agents; or
 - fraud or fraudulent misrepresentation; or any liability which may not be excluded by law.
66. Contact details can be found below:
 - UK: 16 Clareville Road, Caterham, CR3 6LA, UK.
 - UK Emergency Contact: +44 7724 201 894
67. Hong Kong: Suite 1802, 18/F Chinachem, 29 Leighton Road, Causeway Bay, Hong Kong HK
Emergency Contact: +852 9107 0491

XIII. DEFINITIONS

68. In these terms and conditions the following words and phrases have the following meanings:

"Acceptance Form" means the form provided by the Agency for parents to complete when accepting their child as a Student of the Agency;

"Belgravia Guardians / Agency / We" means Anglo Academy Limited (in the process of application to rename it as Anglo Belgravia Limited), whose registered office is at 18F, Suite 1802, Chinachem Leighton Plaza, 29 Leighton Road, Causeway Bay, Hong Kong and its group companies, including but not limited to, Anglo Belgravia

"Business days" refers to weekdays (Mondays to Fridays) from 11:00am to 7:00pm

"Emergencies" refers to Accident & Emergency visits for students or any of their immediate family, suspensions, expulsions if agreed, or a positive COVID-19 test result. Calls to Hong Kong based Belgravia staff after 9:00pm local time, or calls to the UK emergency number outside of the UK office hours (9:00am to 6:00pm, Monday - Friday).

"Guardianship Services" means the services provided by the Agency as stated in the Acceptance Form;

"Host Family" means the family with whom the Student resides;

"Registration Fee" means the sum as set out and referred to in the Fee Schedule to cover the Agency's reasonable costs for administering the application for Guardianship Services;

"School" means the School at which the Student is enrolled and subsequently attends for study in the UK;

"Student" means a Student of whatever age to whom these terms relate;

"Expense Account" means the amount used by the Agency for the payment of disbursements (such as accommodation and transfers) paid by the Agency on behalf of parents as set out and referred to in the Acceptance Form and Fee Schedule;

“**Term**” means the period between and including the first and last days of each School term as published on the School website;

“**a Term’s Notice**” means written notice given before the first day of a Term and expiring at the end of that Term;

XIV. COVID-19/PANDEMIC SPECIFIC

69. Should your child require emergency hosting, due to unforeseen COVID-related circumstances, the following Terms & Conditions apply:
- a. Our team will endeavour to ensure that all of our students are hosted, when presented with COVID-related emergencies.
 - b. Emergency hosting will be charged at a standard rate of £85 per day and the emergency hosting terms outlined at point VIII will be enforced.
 - c. Emergency hosting includes flight cancellation, unexpected school closure, testing positive for covid only.
 - d. Additional costs and logistics, such as transportation to a host and/or the proximity of a host cannot be guaranteed.

Please accept the Terms and Conditions by clicking [here](#) and completing this form.