

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 2020/21 or part thereof.

I. FEES:-

1. The provision of guardian services will not commence until the payment for the fees, and a signed acceptance form, 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.
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. Belgravia Guardians reserves the right to discontinue their responsibilities, should accounts not be completely and promptly settled on time.

II. ACCEPTANCE AND EXPENSE ACCOUNT

6. An offer of Guardianship Services for the Student is accepted by your signing the Acceptance Form and Belgravia Guardians receiving payment of the Registration Fee and Annual Fee which will be included on the Agency's first invoice to you.
7. 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.

III. GUARDIANSHIP SERVICES

8. Belgravia Guardians provides you with the level of Guardianship Services as set out in the Acceptance Form.

9. 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.

Price Details

IV. MANAGEMENT AND CONTROL:-

10. The parent understands and recognises that the discipline and control of child, as well as monitor their educational career, are essential parts of the service and undertakes to co-operate fully with Belgravia Guardians in these matters.

11. Should there be serious 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.

12. The child is subject to British law while he/she is in the UK.

13. 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.

V. LOCO PARENTIS:-

14. The parent authorises Belgravia Guardians and the appointed guardian family to act in loco parentis in all emergencies including essential medical attention, and agrees that as a result of such action, neither the appointed guardian, 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.

15. The parent must complete the medical form within 3 months of travelling to the UK with all treatments and illnesses up to date at that point. Belgravia Guardians reserves the right to terminate the agreement if this is not returned fully completed.

16.i. Should the parents withhold any relevant medical information, Belgravia Guardians reserves the right to immediately terminate this agreement.

16.ii. During a pandemic or emergency situation, Belgravia will do everything in its power to ensure the safety of its students at all times, including deploying equipment or staff to assist in any dangerous situation. This will be at cost to the student.

VI. TERMINATION:-

17. Other than at the end of Year 13, a Notification of Termination of either party must be given in writing with one term's notice. If one 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 each person who signed the Acceptance Form.

18. On termination of this agreement, any outstanding fees or expenses incurred by and owed to Belgravia Guardians must be paid.

19. 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.

20.i 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.

20.ii 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 their 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 cost and will be deducted from the student's expenses account.

VII. MANAGEMENT AND CONTROL:-

21. The Parents understand and recognised that the discipline and control of child, as well as monitor their educational career, are essential parts of the service and undertakes to co-operate fully with Belgravia Guardians in these matters. Parents are also responsible for ensuring the correct travel documents and visas are at all times up to date.

22. Should there be serious misconduct or misbehavior 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.

23. Parents agree not to make a private arrangement for services with a family already appointed by Belgravia Guardians to act as guardians.

24. All students should have their personal insurance.

25. Host family is charged at £45 GBP per day, to include three meals, bed linen, towels, snacks, wifi and access to a shared bathroom. Cancellation or change of plans resulting in no host needed, should be communicated to us a minimum of 14 days in advance, or the agreed length of hosting will be charged in full.

26. Transport to and from host family home is charged at 50p per mile, or the exact cost of travel tickets on public transport. 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.

VIII. DISPUTES OR CLAIMS:-

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

IX. CHANGE OF SCHOOL:-

28. If you wish to change school this is a matter between the School and you. You must (giving reasonable notice) inform the Agency of any intention to change the school to be attended by the Student. 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.

29. 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 in this agreement, including where you give notice to terminate.

X. HOW WE MAY USE PERSONAL INFORMATION

30.i. We will never pass on student's details 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. Where personal data is provided to third party organizations, the personal data will only be transferred to such third parties that respects 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.

30.ii. By signing this contract you agree to your child's photos when with hosts or at school being used for marketing purposes, but no photos will be passed onto third parties.

XI. CHANGES

31. 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. We will give you a Term's Notice of any variations.

XII. LIABILITY FOR DAMAGE

32. You shall be responsible for any loss or damage you cause to Belgravia or the Host Family and you agree to indemnify us against any such loss or damage.

33. 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.

34. 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.

35. Our total liability to you is limited to the amount of fees paid by you for our services.

36. 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.

37. Contact details can be found below:

UK: 16 Clareville Road, Caterham, CR3 6LA, UK.

UK Emergency Contact: +44 7594858656

Hong Kong: Suite 1802, 18/F Chinachem, 29 Leighton Road, Causeway Bay, Hong Kong

HK Emergency Contact: +852 9734 5409

XIII. DEFINITIONS

37. 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

"**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;