

Carenest Academic guardians

Guardianship Agency and Parent(s) Agreement

This Agreement is dated this _____ day of _____ 202_____

Parties

1. Carenest Academic Guardians Uganda is a registered company in Uganda with company number Registration: 80020002847631 whose registered office is on Plot 442, Bukoto Kisaasi road at House of Prayer Complex (“Carenest Academic Guardians Uganda” or “We”).
2. The Parent(s) whose details and signatures appear at the end of the agreement (“You”).

Agreed Terms

1. Terms and Conditions

These terms and conditions constitute the entire contract between Carenest Academic Guardians Uganda and You (the agreement)

2. Definition

“Guardian”- means the person or body responsible for the care of the student while he/she is in Uganda. The responsibilities of the Guardian will include caring for the student as would a responsible and caring parent by for example being in regular contact with the student and providing advice and support as necessary. Responsibilities also include being authorized to make certain decisions concerning the student on your behalf for example, decision regarding emergency medical and dental treatment and matters of a disciplinary nature. Further details are set out in section 7 below.

“Home stay Host family”- means the homestay host family in Uganda which will be appointed by us to provide accommodation, meals and care for the student while on holiday in Uganda. As far as applicable, we will try to appoint the same homestay host family for the student for the whole of their stay in Uganda.

“Student”-means the student whose details are set out at the end of the agreement.

“Student Expense Account”-is an account held by us and to which you make regular payments as set out in section 8.3 below. The money in this account is to be used to cover expenses incurred by the student during their time here in Uganda.

3. Appointments

You hereby appoint Carenest Academic Guardians to act as a Guardian and to arrange Homestay Host Families as and when necessary for the student whilst he or she is attending a boarding school university here in Uganda.

4. Duration of this agreement:

Subject to clause 9, we will act as Guardian from the time that the student arrives in Uganda, until the time that the student leaves Uganda. We will appoint a Host family who will accommodate the student and provide meals where necessary as set out in section 7.4, for exeats, half term, beginning

and end of terms and when the student is ill or otherwise off school unexpectedly for short periods or during festive holidays say Easter, Christmas or the short holidays transitioning to another term.

5. Your authority and declarations

- 5.1. **Parental responsibility:** You confirm that You have parental responsibility (i.e. legal responsibility) for the student and that no other person's consent is required for this agreement.
- 5.2. **Authority:** You confirm that you authorize Carenest Academic Guardians to act as a Guardian for the student whilst in Uganda. You confirm that you authorize Carenest Academic Guardians to select and appoint a suitable Homestay Host family and in good faith, to decide any matter (including emergency medical, dental treatment and matters of disciplinary nature) that may affect the student's welfare. You also confirm that you will notify us in writing of any special consent to be given or withheld while the student is in our care i.e. guidelines on going out with friends, pocket money limits, participation in dangerous sports and activities, and travel.
- 5.3. **Physical contact:** From time to time the student will participate in social activities arranged by Carenest Academic Guardians or the Homestay Host Family. You consent to the student's participation in such activities including contact and non-contact sports.
- 5.4. **Confidentiality:** You authorize Carenest Academic Guardians to override your own (and so far as you are entitled to do so) the student's rights of confidentiality in order to impact confidential information on a "need to know" basis where necessary to safeguard or promote the student's welfare.
- 5.5. **Disclosures:** You confirm that you have already provided and will continue to provide us with details of any medical conditions (including allergies) health problems, disability, special educational, health, nutritional needs or learning difficulties. You confirm that the details you have provided and will continue to provide are complete and accurate in all aspects. You confirm that you will inform us immediately if these details change, or if your own circumstances or contact details change.
- 5.6. **Adult Supervision:** Students are not permitted to stay overnight in any location without the supervision of an adult over 25 years of age, including in hotels. If you or the student breach this obligation you acknowledge and accept that we do not accept any liability for any consequences that may arise.
- 5.7. **Travel:** The student is not permitted to travel independently on public transport that is vehicle, motorbike without prior written consent if they are under 18.
- 5.8. **Behaviour:** The student must obey the laws of the Republic of Uganda, especially regarding alcohol, tobacco and drugs. The student must comply with the rules of the school, the Guardian and those set by the homestay host where applicable. Great emphasis is placed on good behavior, courtesy, integrity, good discipline and respect for the needs and cultural differences of others. You understand that your child needs to be well behaved and respectful to us, the Homestay Host and their home, will attend each school day will be punctual and will work hard.
- 5.9. **Photographs:** From time to time, we would like to take photographs of the use in marketing materials and case studies. By entering into this agreement you consent to our taking and using photographs of the student for these purposes. If you do not wish us to take or use photographs of the student, please specify this to us in writing when you return the signed copy of this agreement.

6. Parent (s) responsibility

- 6.1. **Travel arrangements from the country of origin:** You confirm that You understand that it is your responsibility to arrange for the students visa or travel documents to study in Uganda.
- 6.2. **Insurance cover:** Carenest Academic Guardians provides insurance cover to the students. This covers medical both inpatient and outpatient; optical, and dental
- 6.3. **Indemnity:** You agree to indemnify us against any liability which we may incur in respect of breach of a duty of care and I or breach of contract caused by (or contributed to by) anything which you or the student does or fails to do, in breach of your obligations under this agreement.
- 6.4. **Payment:** You agree to pay fees in accordance with the provisions on fees set out in section 8 below, and to terminate this agreement only in accordance with the provisions on notice set out in section 9 below.
- 6.5. **Liability for damage.** You shall be responsible for any loss or damage caused by the student to Carenest Academic Guardians or the Homestay Host family and you agree to indemnify us against any such loss.
- 6.6. **Notice:** You agree to provide us - all relevant transportation details to and from Uganda at least 21 days before the event where possible. For exeats, half terms, holidays or any other period requiring **Homestay Host Family accommodation**, we require detailed responses to our "Arrangement Requests" within 14 days of our communication with you. Failure to reply and provide us with the timely, necessary information will result in a default homestay being booked. Cancellation of this booking once made will incur additional fees being applied to your account. The fees to be applied are detailed as follows;
 - ❖ Changes made within 14 days of the start of the period of stay will be charged to you at 25% of estimated cost. Changes made within 7 days will be charged to you at 50% of estimated cost.
 - ❖ Late supply of information to us beyond the 21 day and 14 day notice will incur an additional \$10 administrative charge.
- 6.7. **Contact:** You agree to be available for contact during the period of stay on the contact details you have provided to us, for any emergency issues that may arise

7. Guardian's Responsibilities

- 7.1. **Responsibilities.** Our responsibility and those of the Homestay Host family arise only when the student arrives in the country
- 7.2. **Appointment of a Homestay Host family:** We agree to select and appoint a Homestay Host family that is known to us as defined in section 2 above, to provide accommodation and meals for the Student. We provide the Homestay Host family with a code of practice. In the unlikely event that the student is unhappy with the Homestay Host arrangement, we will do what is reasonable to mediate and if necessary to find an alternative Homestay Host Family.
- 7.3. **Safe guarding:** We undertake to carry out appropriate checks as to the suitability of the Homestay Host family. We will carry out an interview and an assessment of the Homestay Host Family in the family home and we will request personal and professional references.
- 7.4. **Accommodation and meals:** We agree to ensure, with appropriate interviews, inspections, and checks that the Homestay Host family provides a high standard of accommodation and meals for the student for the periods of the student's stay. Ensuring that the student as a minimum feels safe, warm and welcome.

- 7.5. **Travel:** Provided we have been given timely correct and relevant flight and or bus travel details (21 days prior to the students' arrival in Uganda), we will provide you with all necessary information regarding their travel arrangement within Uganda.

We will arrange for the student's collection from the airport/bus station and to the school/Homestay Host family when he/she first arrives, as well as the travel arrangements to ensure the student's return to the airport or bus station at the end of their stay if required.

We will also arrange transport to and from Homestay Host family during school breaks if required.

- 7.6. **Contact with the school.** We will maintain good contact with the student's school, ensure attendance by a representative of Carenest Academic Guardians Uganda at all parents meetings subject to the guardianship package selection and school events where reasonably possible and requested by you.
- 7.7. **Contact with you and the student:** We will keep in regular contact with the student, be contactable always in case of emergency and respond accordingly. We will maintain regular contact with you and keep you updated on a regular basis as to the students' progress at school and with the Homestay Host family. We will notify you as soon as possible in the event of a serious problem. We will provide 24-hr emergency contact service for the benefit of you and the student.
- 7.8. **Releasing care:** We will not accommodate or release care of the student without prior knowledge of consent to do so.
- 7.9. **Other responsibilities:** We agree to carry out the services in Appendix 1 whilst the student is in Uganda and we agree to carry them out in accordance with our safeguarding policy
- 7.10. **Emergency contact** mobile number is: +256 779 584884 or +256 706 898226

8. Fees

- 8.1. **Fees:** All fees are payable in advance except expenses and the cost of repairing damage caused by the student which will be taken from the student expenses account or charged to your account at the time such cost is known. Both the guardianship fee based on the choice of package selected and the student expenses account fees are payable in advance of the start of the term.
- 8.2. **Fees rates:** The fee rates are set out in the fees structure. Fee levels will be reviewed with reasonable increases from time to time.
- 8.3. **Student Expense Account payment:** Each student shall maintain a Students expenses account of a minimum of \$100 per term. Costs incurred during the term will be deducted from the students expenses account as necessary. These include but are not limited to Homestay requirements, travels not stipulated under the Carenest Academic Guardians travel package, pocket money, repairs, damages and school uniform. However, except in an emergency, we will seek authorization from you for any single amount totaling more than \$50. You will be required on subsequent invoices to pay further sums to ensure that the student expenses account is sufficient to cover future expenses incurred. Any balance of the student expenses account will be carried forward to the next academic term or repaid to you by means of credit without interest to the final sums due to Carenest Academic Guardians Uganda on leaving.
- 8.4. **Refund/waivers:** Fees will not be refunded or waived; for absence through sickness. If a school term is shortened or a holiday lengthened or for any cause.

- 8.5. **Late payment.** If any of our fees are not paid by due date without prior notice or communication, we may charge interest on any balance outstanding at the rate of 5% per year on Bank of Uganda rate.
- 8.6. **Extended guardianship:** If your child requires an extended stay of more than 2weeks from the norm of 4 weeks with a Carenest Academic Guardians Homestay Host Family, a charge of \$200 will be applied for extended guardianship services.

9. Termination of the Agreement and notice

- 9.1. **Notice of termination:** Unless there are exceptional circumstances which justify short notice, as discussed with and agreed to by us in writing, you will give us at least one school term's written notice before bringing this agreement to an end. If you fail to give the required notice, you will be charged 50% guardianship fees for one full school term in lieu of notice.
- 9.2. **Unpaid fees;** we will release care to the student at your expense should the fees remain unpaid after three days' written notice to you.
- 9.3. **Termination due to the students or your conduct:** We may deem it necessary to terminate this agreement immediately if after consultation with you and where appropriate, the student, if we are of the opinion that by reason of the student's conduct, behavior or progress, the student is unwilling or unable to benefit sufficiently from the arrangements, or if you have treated us or a member of our staff unreasonably. We shall act with procedural fairness in all such cases and shall have regard to your interest and those of the student, but our decision will be final.

10. Cooling off period

You have the right to cancel this agreement within 14 days of signing it, without giving any reason. The cancellation period will expire 14 days after the date of the agreement. However, if you confirm to us you wish us to start to provide the services during the 14 day cancellation period you lose your right to cancel. If you cancel this agreement in accordance with the cooling off period in clause we shall reimburse to you all payments received from you promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.

11. **Legal Liability:** 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 Homestay 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 timely requested or relevant information about you or the student to enable us to provide our services in accordance with this Agreement. We shall not be liable for any indirect or consequential losses or any business losses including loss of business, loss of profit, loss of management time and loss of business opportunity. Our total liability to you is limited to the amount of fees paid by you for our services.

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 , agents, or Home Stay care givers; or
- ❖ Fraud or fraudulent misrepresentation; or
- ❖ Any liability which may not be excluded by law.

12. Data protection

You confirm that all information provided by you to Carenest Academic Guardians is correct, accurate and up-to-date. You consent on behalf of yourselves, and where appropriate, on behalf of the student, to our collecting, using and disclosing information about you and the student as necessary to perform our lawful and contractual obligations under this agreement. In particular we shall share information on the students profile with the Homestay Host Families, with Schools and with any other relevant third party in order to perform our obligations under this agreement.

In doing this we shall ensure that we will;

- ❖ Process the data lawfully in a clear, fair, and transparent manner.
- ❖ Collect data only for the purpose of performing our obligations under this agreement.
- ❖ Only collect data that will be adequate, relevant, accurate and up to date and limited to what is necessary.
- ❖ Only retain data as long as necessary to meet our compliance and statutory obligations.
- ❖ Process data securely during all stages of performing our obligations under this agreement.

13. Complaints and problems

You must notify us at once if you or the Student has a problem or concern with, or wishes to make a complaint against any member of the Homestay Host Family or against any member of Carenest Academic Guardians staff. In the first instance, please contact Evelyn Banga or if the complaint concerns Evelyn Banga then please contact Judith Setenda.

14. Third party rights

Only Carenest Academic Guardians Uganda and the parent(s) are parties to this agreement. Neither the student nor the Homestay Host Family nor any third party is a party to it.

15. Legal contract

A legally binding contract will be formed once a person duly authorized by Carenest Academic Guardians Uganda has signed and dated this agreement, which has previously been signed by you.

16. Governing law and dispute resolution

This Agreement is governed exclusively by and is to be construed in accordance with the laws of Uganda.

In the event of a dispute arising from performance of this Agreement, the Parties will employ all reasonable means and fora to amicably resolve the dispute. Failing mutual resolution, the Parties will appoint an independent mediator and arbiter agreeable to both parties. In the unlikely event that all amicable efforts fail and as a last resort, the Parties confirm that the courts of Uganda shall have jurisdiction to handle disputes arising from this Agreement.

Parties' signature

Student:

School:

Date:

On behalf of "Carest Academic Guardians Uganda"

Name:

Position:

Date:

Signature:

On behalf of "The Parents"

Name:

Date:

Signature: