RUGBY SCHOOL

BILTON GRANGE
PREPARATORY SCHOOL

Educational Guardianship Policy

Advent 2026

1. Introduction

Parents of students at Rugby School and Bilton Grange (the **School**) who are resident outside the UK must appoint an Educational Guardian for their child in the UK. This is the case for all students, irrelevant of age. [The School may request that parents based in the UK appoint an Educational Guardian in appropriate circumstances.]

The School believes effective educational guardianship to be essential to a successful boarding experience and places the highest priority on ensuring that boarders of all ages have access to the support they need to thrive.

This policy provides information on educational guardianship and also includes the educational guardianship form which all parents who reside overseas, and their appointed Educational Guardians, are expected to complete.

2. Aims, Scope and application

The aims of this policy are to:

- explain the School's requirements and expectations relating to educational guardianship;
- explain the limits of the School's involvement in appointing educational guardians or arranging educational guardianship or homestay placements;
- demonstrate the School's commitment to the safety and welfare of its students;
- set out the steps taken by the School to ensure that each educational guardianship arrangement promotes the welfare, physical wellbeing and emotional wellbeing of the boarder
- ensure the School complies with its legal obligations as an independent school and Child Student Sponsor.

This policy applies to Rugby School and Bilton Grange.

3. Definitions

The following definitions apply:

Head: References to the **Head** means the Head Master of Rugby School, the Head of Bilton Grange as appropriate.

Educational Guardian: An individual or company appointed by parents (or a school) to take temporary responsibility for the care of their child while they live away from home to undertake study. An educational guardian is expected to exercise delegated parental responsibility by acting as a responsible and caring parent would, providing day-to-day advice and assistance as required. It is typical for parents to authorise educational guardians to make certain decisions regarding the student on their behalf, for example regarding emergency medical or dental treatment. Educational Guardians are distinct from Legal Guardians, who are appointed by the court to care for a child because, for example, the parent has died.

Parental Responsibility: Section 3(1) of the Children Act 1989 defines Parental Responsibility as all the rights, duties, powers, responsibilities and authority that a parent has in relation to the child. The delegation of Parental Responsibility (**PR**) to a party that does not hold PR is provided for by s.3(5) of

the Children Act 1989, which enables them to do what is reasonable in the circumstances for the child's welfare. What is reasonable will depend on the urgency of the situation and whether it is practicable to consult a person with PR.

Homestay: An arrangement made by an educational guardian to provide accommodation, meals and care for a student. In some cases, the educational guardian will accommodate the student. In others, the educational guardian will arrange a suitable, vetted homestay for the student.

Private fostering: An arrangement which arises when a student stays with someone who is not a close relative (i.e. brother, sister, aunt, uncle, grandparent or step parent) for a continuous period of 28 days or more whilst they are enrolled at the School.

Sponsored student: The UK operates a student visa sponsorship system. Child Student visas are issued to students under the age of 18 who will be studying at independent schools in the UK. An independent school must register with the Home Office as a Child Student sponsor to enable it to sponsor Child Student visa applications of international students to whom it has offered places. A Sponsored student is a student for whom the School is sponsoring their Child Student visa application.

Nominated Guardian: A Nominated Guardian is an Educational Guardian as defined above who is appointed as Educational Guardian for students sponsored by the School under the student visa sponsorship system. For the purposes of this document, an Educational Guardian is the same as a Nominated Guardian.

4. Who must appoint an Educational Guardian?

It is a condition of enrolment at the School that the parents of a student, if resident outside the United Kingdom, must take responsibility for appointing an Educational Guardian for their child and ensuring a suitable Educational Guardian remains in place throughout the student's time at the School in accordance with the criteria as set out within this policy. **Such a student may not commence their studies at the School until such time as an Educational Guardian has been appointed and the completed Educational Guardianship form has been submitted to the School.**

5. Why must an Educational Guardian be appointed?

It is necessary for independent schools to insist that overseas parents appoint Educational Guardians for their child whilst they are at school in the UK. This is to ensure that there is somebody in the UK who can take responsibility for the student and provide them with care and support when they are not in the care of the School. The Educational Guardian should also be given legal authority to act on behalf of the parent in all respects.

The Educational Guardian's responsibilities usually 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. The Educational Guardian will need to care for the student and take responsibility for the student if they are unwell, suspended or otherwise released from School. **Such care includes being available at short notice to supervise the student at hospital should the student be at hospital for a period longer than 3 hours.** Responsibilities also include being authorised to make certain decisions concerning the student on the parents' behalf, for example decisions regarding emergency medical and dental treatment and matters of a disciplinary nature.

Students are not permitted to remain in residence at School during school holidays or Exeat weekends, as published in the School Calendar. There is no provision for appropriate supervision during school

holidays or Exeat weekends. Therefore, the Educational Guardian is expected to arrange accommodation for the student in accordance with the criteria outlined in Section 7 and is responsible for the student whilst they are journeying to and from School.

6. Who can be an Educational Guardian and how are they appointed?

The School does not arrange the appointment of an Educational Guardian. The responsibility for choosing an appropriate Educational Guardian in accordance with the criteria outlined below rests solely with the parents and must be arranged before the student joins the School. The parents are responsible in each case for satisfying themselves as to the suitability of the Educational Guardian that they choose.

The School reserves the right to review and, if necessary, reject educational guardianship and / or homestay arrangements made by parents if they are deemed to be unsuitable. Any concerns about an educational guardianship arrangement will be acted on immediately and referred to any relevant agencies.

For current students and students joining the School who are not Sponsored students, the Educational Guardian appointed must be:

- Either: accredited by the Association for the Education and Guardianship of International Students (**AEGIS**) or certified by the Boarding Schools' Association (**BSA**).

  AEGIS is the authoritative association for inspecting and accrediting guardianship agencies in the UK. AEGIS can be contacted via their website: www.aegisuk.net

  The BSA champions boarding and promotes boarding excellence. The BSA is the largest association of boarding schools in the world and represents more than 600 independent and state boarding schools, over 500 of which are based in the UK.

  The list of BSA Certified Guardians can be found on the below link:

  BSA Certified Guardian Scheme | Boarding School Training | The Boarding Schools' Association

  It is expected that the large majority of parents will appoint an Educational Guardian via this approach.

- Or: a family member who must satisfy the following criteria:

  (i) is independent (i.e. not connected to the School)
  (ii) is not employed by the School
  (iii) is a close family relative over the age of 25 (brother, sister, aunt, uncle, grandparent or step parent), resident in the UK
  (iv) speaks and writes English fluently
  (v) lives within a three hour drive of the School
  (vi) is available during term-time, including weekends
  (vii) is not a current university student
  (viii) is able to provide suitable accommodation, including a separate bedroom, for the student

(ix) be financially able to support/feed the student as required during holiday periods or periods of absence from Schoolwill engage with the School regarding travel and accommodation arrangements for the start and end of the School terms, any holiday periods during term-time and where there is any temporary absence from School

(x) will take an active interest in the student's welfare, physical wellbeing, emotional wellbeing and progress at the School.

It is expected that only a small minority of parents will appoint an Educational Guardian via this approach. Please note that these requirements (excluding the family connection) will also apply to Educational Guardians appointed via either AEGIS or BSA.

In exceptional circumstances, and only with the consent of the Head, a close family friend may be appointed as a guardian. The requirements outlined above for a family member (excluding the family connection) will also apply to a close family friend appointed as Educational Guardian. Such requests, which must explain the need for such an appointment, should be made in writing to the Assistant Head, Operations and Compliance (Rugby School) or Head of Boarding (Bilton Grange), by sending an email to ahopsandcompliance@rugbyschool.net or boarding@biltongrange.co.uk.

For Sponsored students joining the School and for current students who submit an application for a new visa sponsored by the School after 29 May 2025, the Educational Guardian must be accredited by the Association for the Education and Guardianship of International Students (**AEGIS**) or certified by the Boarding Schools' Association (**BSA**).

A member of staff of the School cannot take on the role of Educational Guardian for any student at the School, even if they satisfy the above criteria.

The purpose behind these criteria for appointing an Educational Guardian is to safeguard and protect the needs of each child.

In an emergency situation, a member of school staff may be temporarily appointed as an Educational Guardian where the arrangement has been adequately risk assessed and agreed by the Designated Safeguarding Lead and Head. Amended arrangements for a student should be implemented as soon as possible and any staff appointment should be for no longer than necessary.

7. Accommodation

The School is not able to arrange accommodation for any students.

Guardianship agencies typically arrange accommodation as well as acting as Educational Guardian for their students. Guardianship agencies will usually arrange accommodation for their students through host families, although sometimes other accommodation options will be used. Host families will then be responsible for providing the day-to-day care of the student, including accommodation and meals. If the guardianship agency arranges accommodation for the child or young person, the agency will undertake necessary checks regarding the quality and safety of the accommodation including the necessary recruitment (**DBS**) checks and UKVI checks (if required) as well as ensuring that the arrangements promote the welfare, physical wellbeing and emotional wellbeing of the child or young person. The Guardianship agency will also provide any required documentation to the School, including, for those students sponsored under the Student Visa sponsorship system, the relevant letter of undertaking.

If parents have chosen to appoint a family member or (with the consent of the Head) a close family friend as Educational Guardian for their child, that family member or close family friend will be responsible for providing the day-to-day care of the student, including accommodation and meals.

No student at the School is permitted to live independently. Parents or Educational Guardians may not arrange for the student to stay in unsupervised accommodation (for example in a hotel, hostel, B&B or rental) as this is not considered suitable irrespective of the student's age.

8. Duties to all boarders

As an independent boarding school, the School is subject to the National Minimum Standards for Boarding (**NMSB**). As a result the School:

- will ensure any concerns regarding an educational guardianship arrangement are acted upon immediately in accordance with the School's Safeguarding and Child Protection policy

- will keep the following documents:
    - A clarification of responsibilities of the Educational Guardian
    - Agreements with any Educational Guardian, including letters of undertaking under the Student Visa sponsorship scheme.

- reserves the right to:
    - Conduct interviews with Educational Guardians in person or remotely
    - Require confirmation of arrangements, including travel, for Exeats and Half-terms
    - Require confirmation of travel arrangements for the beginning and end of terms
    - Seek feedback from students regarding their experience of staying with their Educational Guardian and or home stay provider
    - Visit the accommodation provided by the Educational Guardian.

The School is required by statutory guidance Keeping Children Safe In Education (**KCSIE**) to notify the Local Authority of a private fostering arrangement involving a student.

9. Sponsorship Duties

As a Child Student visa sponsor, the School is required to ensure that there are suitable 'care arrangements' in place for the students that it sponsors, which encompass travel, reception when they arrive in the UK and living arrangements while in the UK.

The School will not assign a Confirmation of Acceptance of Studies (**CAS**) until it is satisfied with the Educational Guardianship arrangements, including:

- compliance with the requirements set out in this policy
- confirmation that the Educational Guardian meets all current UKVI requirements.

The School reserves the right to request sight of written evidence to ensure it can meet its responsibilities as a sponsor and to provide assurance that the student's application for a visa will not be refused, prior to the assignment of a CAS.

10. Educational Guardianship Agreement

Parents who reside outside of the UK are expected to complete an Educational Guardianship form (see below) which provides the School with full details of the Educational Guardian and the responsibilities which the parents have delegated to them. This form must also be signed by the Educational Guardian.

Parents must inform the School of the name and contact details of any appointed Educational Guardian and must also inform the School immediately if there are any changes to any details relating to the Educational Guardian.

11. Lodgings and Monitoring

The School does not organise lodgings for students.

Should lodgings be required in the future, the School would consider this, having regard to NMSB (2022) – Standard 23.

12. Private fostering

Private fostering is when a child or young person under 16 years of age goes to live with someone for 28 days or more by private arrangement with someone who is not a:

- Parent
- Close relative (brother, sister, aunt, uncle, grandparent or step parent)
- Legal Guardian or a person with legal parental responsibility

Parents must inform, and receive in advance, all necessary approvals from the local authority of the borough in which the intended private foster carer resides.

In these circumstances the School also has a legal duty to refer to the local authority. Therefore parents must inform the School in advance of the commencement of a private foster care arrangement.

If a non-UK student whose visa is sponsored by the School will be cared for in a private foster care setting, the School must give the local authority in whose area the student will live the following details, as soon as we become aware that the student has arrived in the UK or, if the private care arrangement begins when the student is already here, as soon as we become aware of the change:

(a) the name of the foster carer; and

(b) the address where the foster carer and the student will live.

For more information please follow this link: http://www.warwickshire.gov.uk/privatefostering

13. Policy Owner

This Policy will be updated by the Assistant Head, Operations and Compliance, Rugby School.

14. Related Legislation, Policies and Guidance

Children Act 1989;

The Education (Independent School Standards) Regulations 2014;

Boarding Schools: National Minimum Standards (NMSB) 2022;

Education and Skills Act 2008;

Safeguarding Vulnerable Groups Act 2006;

Children (Private Arrangements for Fostering) Regulations 2005;

The Child Student visa immigration system, including the Immigration Rules;

Keeping children safe in education (KCSIE) (DfE, September 2025);

Student Sponsor Guidance: Document 2: Sponsorship duties (Home Office, updated November 2025); and

Student Sponsor Guidance: Document 3: Student sponsor compliance (Home Office, March 2025).

This policy should be read alongside the School's:

'Standard Terms and Conditions'

'Admissions policy'

'Safeguarding and Child Protection Policy'.

15. Further Information

Please contact the Assistant Head, Operations and Compliance (Rugby School) or Head of Boarding (Bilton Grange) for more information about this policy.

Educational Guardianship Form

If Parent(s) of students at Rugby School and Bilton Grange (the **School**) are resident outside the UK, the Parent(s) must appoint an Educational Guardian for the student who is based in the UK. This form must be completed to inform the School of the Educational Guardian appointed.

Child's details (Child)
Full name: ……..
Date of birth: …… **Year** ……
House: ……
Parent(s) details (Parent(s))
Parent 1 full name: ……
Parent 2 full name: ……
Address: ……
……
……
Telephone number: ……
Parent 1 mobile number: ……
Parent 1 email address: ……
Parent 2 mobile number: ……
Parent 2 email address: ……

General

1 I/We confirm that I am/we are the Parent(s) of the above named Child and that I/we have parental responsibility for the Child in accordance with the Children Act 1989.

2 I/We hereby acknowledge that we are required as a condition of our Child's place at the School to appoint an Educational Guardian.

3 I/We acknowledge that by completing this form and returning it to the School I am/we are confirming the details of the Educational Guardian I/we have appointed for the above named Child while they are a student at the School and that should the arrangements detailed below change I/we will notify the School in writing immediately.

4 I/We acknowledge that the School has taken no part in the selection or appointment of the Educational Guardian named on this form and that I/we have satisfied myself/ourselves that the Educational Guardian is suitable to be responsible for the Child's welfare in the manner described.

5 *For current students and students joining the School who are not sponsored students:*

I/we confirm that the appointed Educational Guardian is an accredited member of AEGIS or a certified guardian under the BSA Certified Guardians Scheme or a family member or (with the consent of the Head Master) a close family friend who meets the criteria outlined in Section 6 of the policy.

6 For Sponsored students joining the School and for current students who submit an application for a new visa sponsored by the School after 29 May 2025:

I/we confirm that the appointed Educational Guardian is an accredited member of AEGIS or a certified guardian under the BSA Certified Guardians Scheme.

6 I/We acknowledge that I am/we are satisfied with the insurance arrangements which have been put in place for the Child when they are in the care of the Educational Guardian.

7 I/We understand that the School will not, unless negligent, be liable in respect of injury, loss, damage or costs arising out of or in any way connected with this Educational Guardianship appointment.

Appointment

8 I/We have appointed the Educational Guardian named below to act on my/our behalf in all matters concerning the safety and welfare of the above named Child whilst they are attending the School.

9 I/We confirm that I/we have made arrangements to cover the costs associated with performance of the role of Educational Guardian.

Authorisation

11 I/We have authorised the Educational Guardian named below to:

- attend the School premises in case of emergency and if deemed necessary by the School provided that the Educational Guardian informs the parent(s) of what has happened immediately
- make all necessary travel arrangements including collecting the Child from the appropriate airport or railway station and delivering them to the School and collecting the Child from the School and delivering them to the appropriate airport or railway station at the beginning and end of term and all other holiday periods
- ensure the Child attends School punctually each day in accordance with the School's timetable
- collect and accommodate the Child in their home in the evening and at weekends during the school term, or to arrange accommodation in accordance with the criteria outlined in Section 7 of the policy
- collect and accommodate the Child in their home in the event that the Child is unwell and unable to attend School, or to arrange accommodation in accordance with the criteria outlined in Section 7 of the policy
- collect and accommodate the Child in their home in the event that the Child is excluded for non-payment of fees or suspended for disciplinary or other reasons, or to arrange accommodation in accordance with the criteria outlined in Section 7 of the policy
- collect and accommodate the Child in their home at half-term and during holidays and at the beginning and end of term if required, or to arrange accommodation in accordance with the criteria outlined in Section 7 of the policy
- collect and accommodate the Child in their home in times of emergency, such as an epidemic, when the House or School may need to close, or to arrange accommodation in accordance with the criteria outlined in Section 7 of the policy
- arrange and, if appropriate, attend medical appointments for the Child
- be available at short notice to supervise of the Child at hospital if the Child is required to spend more than three hours at hospital
- provide consent for the Child to receive emergency medical treatment if necessary
- liaise with the Head Master and Hm in connection with matters related to health, welfare and educational progress of the Child. **This includes the receipt of all correspondence from the School, including academic and other reports, but excluding correspondence on financial matters. Please note that if parents do not wish Educational Guardians to receive certain communications, they should contact their child's Hm**
- pay all legitimate expenses incurred for the Child by the School and by the Child themselves
- attend School events including, for example, parents' meetings, 1567 (Rugby School), Prize Giving (Bilton Grange), as well as sports fixtures, concerts and other performances in which the Child is participating.

Educational Guardian
Title (Mr, Mrs, Miss, Ms, Dr): ……
Full name: ……
Date of birth: ……
Guardianship agency (if applicable): ……
Name of accreditation Organisation (if applicable): ……
Accreditation number (if applicable): ……
Address: …… …… ……
Telephone number: ……
Mobile number: ……
E-mail address: ……
Relationship to the Child: ……

Agreement

11 By signing this form the Educational Guardian confirms their acceptance of this appointment by the Parent(s) as Educational Guardian of the above named Child and confirms that they have agreed with the Parent(s) to comply with the requirements listed above.

12 The Educational Guardian confirms that they have agreed with the Parent(s) to take personal responsibility for the Child to the extent required and authorised above and will not delegate any of their responsibilities without prior written consent from the Parent(s).

13 The Educational Guardian confirms that they have agreed with the Parent(s) to notify the Parent(s) (and, if applicable, the School) immediately in the event of any emergency involving the Child.

14 The Educational Guardian confirms that they will let the parents and School know as soon as possible in the event that the Child does not arrive at their travel destination.

15 *For current students and students joining the School who are not Sponsored students:*

the Educational Guardian confirms that they are either an accredited member of AEGIS or a certified guardian under the BSA Certified Guardians Scheme or that they meet the criteria for a family member or a close family friend outlined in Section 6 of the policy.

For Sponsored students joining the School and for current students who submit an application for a new visa sponsored by the School after 29 May 2025:

the Educational Guardian confirms that they are an accredited member of AEGIS or a certified guardian under the BSA Certified Guardians Scheme. They also confirm that they have submitted to the School the letter of undertaking which is required by UKVI.

17 The Educational Guardian confirms that, if they are away from home for more than 24 hours, they are required to notify the Child's Housemaster/Housemistress as soon as possible. They will give full contact details for the period of absence, with the name and address of another responsible person in the UK who has been fully authorised to act on their behalf.

The Educational Guardian confirms that they have agreed with the Parent(s) to notify both the Parent(s) and the School immediately if they are no longer willing or able to continue as the Child's Educational Guardian.

Signatures			
Parent 1	……	**Date**	……
Parent 2	……	**Date**	……
Educational Guardian	……	**Date**	……