

# Hosting Terms and Conditions

Reviewed Jan 2014

*This agreement is made between*

Host Family - \_\_\_\_\_

*and*

Gateway Corporation UK Limited of 4 Darnell Way, Moulton Park, Northampton, NN3 6RW (Co. Reg. No. 5052459).

Dated - \_\_\_\_\_

## Definition and Interpretations

**“Student”** means the child or children placed with the Host Family.

**“Contact Details”** means all addresses, whether residential or work, telephone numbers and email addresses as detailed by Gateway and the Host Family in the Placement Documentation or as updated from time to time;

**“Gateway”** means Gateway Corporation UK Limited of 4 Darnell Way, Moulton Park, Northampton, NN3 6RW (Co. Reg. No. 5052459).

**“Host Family Residence”** means the host family’s primary residence where the student is accommodated

**“Host Family”** means the primary host and any other relatives through marriage; off-spring or persons normally resident at the host family residence

**“Placement Documentation”** means all documents given to the Host Family as part of this agreement including, without limitation, any rules or guidelines provided by Gateway from time to time; and

**“Placement”** means the duration of the Child’s residence with the Host Family.

## Duties and Responsibilities of Gateway

- i) Gateway will place students with the host family using its best judgement in terms of fit between host and student
- ii) Gateway will provide hosts with all the information that it holds and deems relevant to share with the host in order to assist with a successful placement
- iii) Gateway will provide the host family with supporting documentation and information that will help hosts develop themselves as hosts. Other sources of training and development will be provided from time to time or as deemed necessary
- iv) Gateway will pay the current fees (see Appendix A) to the hosts in return for hosting the student.
- v) Gateway is solely responsible for hosting payments to the host family.
- vi) Gateway will maintain regular contact with the hosts and provide a 24 hour emergency service to assist hosts in difficulty
- vii) Gateway will arrange transportation for the student to and from the Host Family residence as appropriate and especially at the beginning and end of terms
- viii) Gateway will work with hosts to find alternative accommodation for the student should that be necessary ( this could be on a short term basis or on a relocation of the student)
- ix) Gateway will serve throughout the student’s stay as the student’s educational guardian and it is Gateway that will act in loco parentis whilst the student is in the UK. Should this arrangement come to an end then Gateway will inform the host family directly.

- x) Gateway cannot guarantee a supply of students to any host families and reserves the right to not place students with any host for any reason that it deems appropriate.
- xi) Gateway reserves the right to relocate a student from a host family should either a) two weeks' notice be given or b) where the situation, in the sole judgement of Gateway and its officers, requires immediate action.
- xii) Gateway may be required to release information with regards to payments to properly accredited authorities
- xiii) Gateway disclaims any responsibility or liability whatsoever to the Hosts for actions of any student that may result in the following - including, but not limited to, personal injury, property damage, and any other costs and expenses (including, but not limited to telephone charges and other costs and expenses). It remains the responsibility of the Host to ensure that they are correctly and properly insured against such eventualities.
- xiv) Gateway will carry regular feedback with students placed with host families and will use such information as is provided to build profile on hosts and assess suitability for continued hosting.
- xv) Gateway will treat all information held on hosts in accordance with the Data Protection Act and any subsequent legislation. As such Gateway will release such information to host families upon written request and on receipt of a nominal administrative fee
- xvi) Gateway reserve the right to make cancellations to the student booking due to flight cancellations, visa refusal, illness, epidemics, any other extenuating circumstances restricting air travel. In this instance, as much notice will be given where possible, however, payment will not be made for the booking.

#### **Duties and Responsibilities of the Host Family**

- i) The host family will provide such accommodation and services to the student placed with them upon the terms agreed with Gateway
- ii) The host family will meet the minimum criteria for hosting at all times – as set out in the appropriate policy document
- iii) The host family will treat the student as though a member of the extended family and will allow access to all common areas of the house/home and make appropriate allowances for usage of facilities – e.g. bathrooms.
- iv) The host family will provide board for the student in lines with the agreed package
- v) The host family agrees that they will not host more than three students at any one time
- vi) The host family agrees not to host other persons for payment. If they plan to do so they must inform Gateway straightaway as this may impact their ability to host students from Gateway. Should such notice not be given then Gateway reserves the right to relocate their student/s with no notice
- vii) The host family agree not to accept any direct payment from students placed by Gateway – either during the placement or thereafter.
- viii) The host family will ensure that at least one full adult member of the host family is at home whilst the child is there
- ix) The host family agrees to regular checks and updates to checks being carried out for the purposes of safeguarding the welfare of children
- x) The host family agrees to host the student in the room agreed with Gateway – should they wish to change this arrangement then the host must inform Gateway immediately. Making such a change may put the hosting agreement at risk.
- xi) The host family agree to abide by the policy documents as set out by Gateway in its Hosting Handbook or other such documentation and the host family acknowledge

- Gateway's right to amend and update such policy to keep it in line with legislation or with changed circumstance.
- xii) The host family will respect cultural differences, show tolerance towards the student, use all reasonable endeavours to treat the student as a member of their family on equal terms with the rest of the family and try to integrate the student into their family life. Any house rules should be approved with Gateway prior to the start of the placement.
  - xiii) The host family will permit and allow for designated officers of Gateway to carry out, with reasonable notice, visits to and inspections of the host family residence
  - xiv) The host family will comply with the reasonable directions of Gateway, provided from time to time, concerning the student, the host family's treatment of the student or of the host family residence.
  - xv) The host family must update Gateway with regards to any change in circumstance; persons abiding at the host family residence; contact details or any other material alteration. This must be done at the earliest possible point as can be reasonably enacted.
  - xvi) The host family understand and covenants that a student is accepted into the host family residence on an 'at risk' basis and that the host is responsible for informing their insurers, mortgage lender or other interested party. Gateway will assume that this has been done and is done so on a regular basis
  - xvii) The host family acknowledge and accept that they are solely responsible for their tax affairs and that payment from Gateway is paid untaxed.
  - xviii) The host family may terminate a placement on reasonable notice to Gateway where the conduct of the student is unreasonably antisocial or disruptive to the host family.
  - xix) The host family agree to the use of data for the purposes of placement can be released to student's and /or their families and/or parties acting on their behalf – this can include written description, factual and biographic information and photographs of the host family and of the host family residence.

### **General**

#### Concern

- a) If the host family has any concerns or complaints regarding the student they should first discuss such concerns or complaints openly and reasonably with the student where appropriate and then inform Gateway. If such discussion with the student is inappropriate or does not resolve the issue, the host family should inform Gateway immediately. Gateway should be informed as soon as reasonably possible of all problems and concerns that the host family may have regarding the student's health, welfare or education

#### Complaints and Complaint Resolution

- a) Both parties to the agreement will follow and abide by the outcome of Gateway Complaint Procedure as is current at the time of the complaint being made

#### Notice and Termination

- a) Either party may terminate this agreement on 2 weeks' written notice.
- b) Either party may terminate this agreement if the other party is in breach of this agreement and (if remediable) has not remedied such breach within 7 days of notice being served identifying the breach and the steps required to remedy

Agreement

- a) The Host Family acknowledges that Gateway may vary this agreement from time to time to meet changing circumstances and that it will be subject to such variations once it has received notice of them.
- b) If any clause in this agreement is held by any competent authority to be void or unenforceable in whole or part, this agreement shall continue to be valid as to the other clauses and the remainder of the affected clause.
- c) This agreement is governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.
- d) Both parties agree to act in accordance with the Children Act 1989 and any other UK legislation concerning the health and welfare of children.

*In accepting this agreement the host family agrees, warrants and accepts that*

- i) They understand the role of host family*
- ii) The answers and information that they have given to Gateway , both written and verbal, are, to the best of their knowledge true and accurate*
- iii) They agree to all enhanced security/ police checking and other such reference checking as may be required, against each and every member of the family as can be considered reasonable and necessary for the care and safeguarding of children*
- iv) They agree to abide by this agreement and that acceptance of a student on placement serves also as acceptance of this agreement and any other policies that may be in force.*

**Gateway**

*Officer* .....

*Signature* .....

**Host Family**

*Name (Printed)* .....

*Signature* .....