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## **STATEMENT OF TERMS AND CONDITIONS FOR THE CUSTODIANSHIP OF INTERNATIONAL STUDENTS**

### **1. Definitions**

- 1.1. The Agency means Custodianship Student Support Agency
- 1.2. Custodianship Program means custodian services provided by Custodianship Student Support Agency

### **2. General**

- 2.1. This Agreement and any other matters relating to the Custodianship program shall be subject to Canadian Law and the Parents undertake to submit to the jurisdiction of Canadian Courts in respect of any other matters arising out of any of them. The Parents acknowledge that Canadian Law may be different from the law of their own country
- 2.2. In the event of any provisions of this Agreement being held to be void or unenforceable, such provision shall be deemed to be severable so that the remaining parts of this Agreement shall remain in full force and effect to the exclusion of the void or unenforceable provision

### **3. Obligations and Responsibilities of the Agency**

- 3.1. To take the responsibility for the student on behalf on the Parents during the term of the Custodianship Program
- 3.2. To communicate with the educational institution on behalf of the Parents during the duration of the Custodianship Program
- 3.3. To ensure that suitable home stay accommodation or on campus residence is provided for the duration of the Agreement, subject to the payment of associated accommodation fees are born by the Parents
- 3.4. To ensure the safety and security for the student going on unaccompanied travel outside the city, the Agency requests the student to provide where and when the student intends to travel prior he/she makes travel arrangements
- 3.5. To provide and forward the information regarding the student's travel plans to the Parents for review and approval

### **4. Obligations and Responsibilities of the Parents**

- 4.1. To confirm that they are persons legally entitled to act as Parents or Legal Guardians of the student and provide their consent for Legal Guardianship authority for the duration of the Custodianship Program
- 4.2. To provide all necessary information related to the student to enable the Agency in performing its duties and obligations
- 4.3. To ensure that the student complies with all the rules, regulations and conditions of the Agency and to ensure that all other reasonable requirements are met, and if required by the Agency, to provide a written acceptance of its rules, regulations, terms and conditions
- 4.4. To ensure that the student resides in the assigned Homestay or On Campus Residence for the duration of the Custodianship Program
- 4.5. To inform the Agency about any current or emerging medical conditions of the student
- 4.6. To confirm that the student does not have any allergies or medical conditions which would affect the student receiving medical treatment other than those disclosed separately in writing by the Parents. The Agency may attempt to obtain consents from the Parents for serious or emergency medical treatment. However the Parent agrees to release the Agency from any obligation to obtain such consent if the parents are unreachable
- 4.7. To release the Agency from Legal Guardian duties and obligations:
  - 4.7.1. When the student is under direct control of the parents or has special event/travel arranged by the Parents directly
  - 4.7.2. When the student is involved in the criminal activity and at the arrest in the Police station
- 4.8. To release the Agency, the assigned Homestay Family and the Educational Institution from any liability associated with the loss of and accidental damage to the student's belongings
- 4.9. To ensure that all Custodianship fees are paid in full and in the timely manner
- 4.10. To ensure that all tuition fees at the Educational Institution are paid in full and by the deadlines indicated by the Institution the student is attending
- 4.11. To ensure that all accommodation fees are paid in full and in timely manner

- 4.12. To release the Agency from all the costs, claims and other losses which may arise during the Agency reasonably monitoring its duties or any discretion of authority given to the Agency by this Agreement
- 4.13. To ensure that the student will not claim any other legal status in Canada, but the student visa and a work permit off campus while the student is under the Agency's Custodianship Program. The Agency reserves the right to report to Immigration Canada office about any suspicious immigration intentions of the student
- 4.14. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, the Agency has put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information the Agency collect online

## **5. Exclusion of the Agency Liability**

- 5.1. As the post-secondary educational institution or a language school will be selected by the Parents, the Agency cannot accept any responsibility for any acts or omissions of the Educational Institution to the student
- 5.2. The Agency cannot accept responsibility for the actions of the Home Stay Family or residence on campus accommodation in relation to the student
- 5.3. The Agency cannot accept any responsibilities for obtaining any visas or any other entry documents which may be required by Citizen and Immigration Canada. Such matters or any legal responsibility shall rest with the Parents or educational institutions

## **6. Termination of the Agreement**

- 6.1. The Agency or the Parent may terminate this Agreement by giving to the other party at least 30 day written notice. The termination of this agreement will be finalized after the Agency receives a Notarized Custodianship Form indicating that an alternative Guardian has been assigned to the student by the Parents
- 6.2. In the case the student is expelled from the educational institution he/she received the study permit status to stay in Canada, in accordance with its rules and regulations the Agency shall immediately be released from its obligations to the Parents or the student under the terms of this Agreement and the Parent shall not be entitled to any fee refund. Any fresh arrangement for the Student following expulsion must be the subject of the separate negotiation and agreement between the Parents and the Agency
- 6.3. Shall the student withdraw from the educational institution without another Letter of Acceptance from another publicly funded post-secondary institution approved by the Agency, the Custodianship Agreement and services will be terminated
- 6.4. In the case the student has acted in a way that is deemed unacceptable and inappropriate to the Agency, the Agency may terminate this Agreement by giving notice in writing to the Parents. The Agency shall be released from all its obligations to the Student under the terms of this Agreement and any prepaid fees shall not be refunded
- 6.5. If the Parents need to cancel or delay the student's arrival, written notification is required. Refunds will be paid in accordance with the Agency posted Refund Policy

## **7. Change of Educational Institution**

- 7.1. If the student and the Parents decide to change the educational institution, the Parents must notify the Agency about the change

## **8. Refund Policy**

- 8.1. Custodianship agreement approval fee is a one-time non-refundable fee
- 8.2. Pre-paid custodianship service fee is refundable only if the Parents give a written notice and provides another custodianship letter signed by the new guardian for the student or due extenuating circumstances the student must return to the home country and provides the airplane tickets
- 8.3. If the student is expelled from the educational institution he received the study permit status to stay in Canada, in accordance with its rules and regulations The Agency shall immediately be released from its obligations to the Parents or the Student under the terms of this Agreement and the Parents shall not be entitled to any fee refund