



## AGREEMENT

**Between Tara Placements Limited with a registered address at Loughville, Lahinch Road, Ennis, Co. Clare, Ireland**

**and**

\_\_\_\_\_ **(parents/legal guardian) of** \_\_\_\_\_ **(the child).**

Tara Placements Limited (hereinafter referred to as "Tara Placements") have agreed to provide an Academic placement for the child in Ireland where he/she will live with an Irish family and attend school during that term.

The parents/legal guardians have agreed to pay Tara Placements an agreed fee and all reasonable invoiced costs/outlays for such placement.

In Consideration of these agreements the parties further agree the following terms and conditions as set out herein:

### **Securing of Placement/Discharge of fees and associated costs/outlays**

1. On receipt of confirmation from Tara Placements that a placement has been secured for the child the sum of €1,000 is initially payable to Tara Placements. This payment is non-refundable. A placement is not secured until payment of the sum is received. Thereafter Tara Placements will issue an Invoice for the balance of fees and outlays due and owing which must be discharged in full 2 weeks before the placement commences.
2. Tara Placements is not responsible for booking and or paying for any flights to and from Ireland for the child. This is the responsibility of the parents/legal guardians and they are also obliged to be aware of and responsible for any age restrictions for children travelling alone, luggage restrictions and extra charges of their chosen Airline Carrier.
3. It is agreed that the child will read and sign the Student Behaviour Contract, and that it is the responsibility of the parents/legal guardians to ensure that the child is fully aware of the rules and codes of conduct of his/her placement. Failure of the child to sign and return the Student Behaviour Contract may result in cancellation/termination of the child's placement.

### **Travel Arrangements**

4. The parents/legal guardians acknowledge and are on notice that a child under 18 years must be accompanied to and from the Irish airport by an adult. Tara Placements agree to provide a representative to meet the child on arrival at the designated Irish airport. The child's initial transfer (being a group transfer) on arrival in Ireland from airport to the host family and final departure from host family to airport



in Ireland (being a group transfer) is included in the Tara Placements Invoice. If an individual transfer to or from the airport is required then additional charges will apply and will be invoiced accordingly.

5. Tara Placements does not accept responsibility for any unforeseen events which may occur during travel, to include, but not limited to, travel delays, flight delays or flight cancellations. Should an unforeseen event occur, Tara Placements will endeavour to facilitate the child to the best of its ability and this may incur an additional charge and an Invoice will issue for discharge thereof.
6. It is agreed that parents/legal guardians or extended family members are not permitted to travel to Ireland with the child or to see the child within the first eight weeks of placement, to facilitate induction and early integration of the child in the placement programme.
7. It is further agreed that in the event of any parents/legal guardians or extended family intending to travel to Ireland and visit the child during placement, a minimum of two weeks' advance notice must be given to Tara Placements so that appropriate arrangements can be put in place. It is also agreed that in the event of such visits the child's school routine will not be interfered with or changed in any way during such period.
8. It is further agreed that Tara Placements will be provided with a minimum of two weeks' notice of any travel plans of the child to return home during the placement term. Such travel is not permitted during school term, save in exceptional circumstances as may be agreed and at the sole discretion of Tara Placements.

### **School Arrangements**

9. On commencement of school Tara Placements agree to provide the child with the uniform of the school which he/she is attending and this cost will be set out in the Tara Placements Invoice issued for discharge.
10. The parents/legal guardians must provide the child with his/her own pair of black leather shoes, a dark coloured heavy school jacket/coat (unless otherwise instructed), a school bag, dictionary, stationery and calculator – these are not provided by Tara Placements and not included in its Invoice. Most schools do not have a PE uniform, if the school does require one, then that uniform must be acquired by the child. Again this is not provided by Tara Placements and not included in the Tara Placements Invoice.
11. Tara Placements agree to provide a full set of school books to the child and such costs will be included in the Invoice issued for discharge.

In addition to core subjects (English language and literature, mathematics and a foreign European language) there will be some choice of other subjects. Once the School Principal has agreed the subject choices of the child, the required books will



be ordered Tara Placements. Books may not be delivered immediately to the child on commencement of school term, but in any event will be delivered no later than one month after commencement.

12. It is agreed that the child must respect the timetable and holiday schedule of the school. It is acknowledged that his/her failure to do so may result in the child being unable to sit Christmas / Summer exams which in turn may result in him/her being unable to pass the school year. Tara Placements will not request schools to provide extra exam sittings to facilitate a child who has departed Ireland during school term.
13. It is agreed that Tara Placements will not interfere with any decision taken by a school with regard to mobile phones and or any discipline issues arising. Mobile devices are not permitted in most schools. It is common practice that if a child is found to have a mobile phone in school it will be confiscated and returned to the host family at the school's discretion.
14. In the case of unreasonable behaviour in school resulting in suspension/expulsion from the school it is agreed that Tara Placements may terminate the child's placement with immediate effect.

#### **Health/Travel Insurance**

15. The parents/legal guardians agree to provide the child with a European Health Insurance Card (E111 Card) valid for the entire term of the placement which will cover emergency treatments. Tara Placements also strongly recommends that the child has travel insurance valid for the duration of placement.
16. The parents/legal guardians hereby agree to provide, in advance of commencement of placement, details of all medical conditions of the child, including those of a minor nature (to include allergies to food and or medicines and any other relevant issues such as bed wetting). This is to ensure that the child's needs and requirements can be facilitated by the host family. Failure to notify may result in early termination of the placement at the discretion of Tara Placements.
17. It is agreed that in the event of a child needing medical attention, the host family is responsible for taking him/her to see a doctor or dentist. In the case of more serious issues, Tara Placements will assist the host family and will process any paperwork required for insurance purposes.
18. In the event of a child becoming ill during placement the parents/legal guardians hereby confirm and agree that the host family has the right to administer standard medication such as paracetamol, anti-inflammatories and anti-histamines which are readily available in the Pharmacy.



## Host Family Integration

19. The parents/legal guardians agree that the child is in Ireland to become part of an Irish family and is not to act like a paying guest and must engage in the family life of the host family and behave appropriately at all times and follow host family house rules.
20. It is agreed that the child must adapt to the lifestyle and living environment of the host family and will respect the right to privacy of the host family, that he/she will not take and or post/send any images (photographs/videos) of members of the host family and or the host family home via any form of mobile/media device without the prior consent of the host family.
21. It is agreed that the child must take meals at a time deemed suitable by the host family. He/she must help in the preparation and cleaning up after meals. He/she must take responsibility for his/her own bedroom, change bed linen at least every 2 weeks, give the laundry to host parent for washing and tidy away freshly laundered clothes.
22. It is agreed that the child is not permitted to use mobile devices during meal times or after 10pm. He/she is required to comply with time requirements and respect curfews and must fit in with the family schedule. The child is not permitted to make unreasonable demands on the host family, like demands to be driven places at times that are inconvenient to the host family
23. It is agreed that if at any stage during the placement the parents/legal guardians are dissatisfied with the host family and wish to make a complaint they must do so through the Agent. In cases where there is no Agent then the complaint must be made to Tara Placements. Complaints may not be made directly to the host family.
24. It is agreed that any request by the child or parents/legal guardians to change a host family will not be entertained within the first four weeks of placement unless in exceptional circumstances as may be deemed appropriate by Tara Placements.
25. It is agreed that neither Agent nor child has the final say as to whether a child changes host family. Tara Placements has the final say in such circumstances. It is further agreed that all expenses incurred by Tara Placements if a child changes host family must be paid for by the parents/legal guardian and an Invoice will issue from Tara Placement for their discharge before the move takes place. Such expenses may be but are not limited to administration expenses, additional accommodation expenses, emergency accommodation expenses, costs of labour and further placement fees.
26. It is agreed that the child is permitted to hold their own mobile devices (mobile phone, iPad/tablet, laptop, computer) for the benefit of keeping in touch with family and assisting with homework. It is agreed that in order that the child can integrate with the host family and into life in Ireland, contact with their family is restricted to three



phonecalls (including skype, facetime etc) per week. For the avoidance of any doubt X Box, Playstation or similar devices are not permitted in the host family's home. It is further agreed that the child is not permitted to play online games with strangers.

27. It is agreed that the child must obey the host family rules in relation to internet usage and the child is permitted to use such mobile devices for a maximum of two hours per day during week days and four hours per day during weekends/holidays strictly subject to internet usage rules of the host family. If the child wants to come to an alternative arrangement with the host family he/she is obliged to inform Tara Placements.
28. It is agreed that the use of mobile devices is not permitted after bedtime (10pm) and the internet modem may be switched off nightly. This is to encourage healthy sleeping patterns for the benefit of the child.
29. It is agreed that in cases of continuous unauthorised use of mobile devices, Tara Placements reserves the right to confiscate such device(s) and return it/them to the child at the end of the placement. This rule is in place to help children integrate with the Irish families and speed up the learning process for the benefit of the child.
30. It is agreed that in the case of continuous unacceptable behaviour at or towards the host family, Tara Placements reserve the right to terminate the child's placement with immediate effect. Tara Placements at its discretion may facilitate an alternative host family for the child and in those circumstances the parents/legal guardians will be responsible for the discharge of any extra costs associated with such replacement and Tara Placements will issue an Invoice for their discharge.

#### **Unlawful/Unreasonable Behaviour**

31. It is agreed that the child is to abide by all rules and regulations and any codes of behaviour of Tara Placements and the Host Family and failure to do so will result in disciplinary procedures and or termination of placement.
32. It is agreed that in the event that a child has shop lifted/stolen or caused damage or engaged in any unlawful acts during the placement, Tara Placements has the right to terminate the placement with immediate effect. It is further agreed that the child and/or the parent/legal guardians will pay compensation for any damages, losses, costs and or expenses arising therefrom.
33. It is illegal in Ireland for children under the age of 18 to purchase and or consume alcohol and drug taking is illegal for all ages. The parents/legal guardians agree and confirm that if the child is found to have engaged in any such illegal activities Tara Placements has the right to terminate the child's placement with immediate effect.
34. It is illegal in Ireland for children under the age of 18 to view pornography. The parents/legal guardians agree and confirm that if the child is found to have engaged



in any such illegal activities Tara Placements has the right to terminate the child's placement with immediate effect.

35. It is agreed that in the event that a child engages in inappropriate and/or illegal sexual behaviour Tara Placements has the right to terminate the child's placement with immediate effect.
36. It is further agreed that in the event of the child's behaviour towards Tara Placements (and or its servants or agents), the host family, school or any other parties that the child may engage with, is unreasonable and or unacceptable to the extent that Tara Placements cannot continue the child's placement, Tara Placements has the right to terminate the child's placement.

#### **Disciplinary Procedure**

37. Tara Placements operates a Disciplinary Code in dealing with misconduct of the child. The Parents/Legal Guardians accept and agree the right and authority of Tara Placements to implement and enforce such Disciplinary Code (annexed hereto) in a manner as it deems fit and appropriate in circumstances as may arise.

#### **Early Termination of Placement**

38. It is agreed that if a child's placement is terminated early for any reason (to include if the child decides to go home before placement ends) all fees and outlays paid are non-refundable and any further or other costs/outlays owing will be invoiced for discharge within 14 days. Tara Placements reserves the right to exercise discretion in exceptional circumstances only.
39. Furthermore, in the event of termination of placement, it is agreed that Tara Placements may immediately arrange vacating of the host family accommodation by the child, and shipment of the child's property and possessions to his/her home, and does not accept any responsibility for loss or damage thereto and is hereby indemnified by the parents in respect of any such loss or damage howsoever arising.

#### **Loss/Damage/Personal Injury**

40. It is agreed that Tara Placements and or the host family are not responsible for any loss or damage to the child's personal items/valuables. It is the child's responsibility to make sure that their personal effects are safe and securely stored.
41. It is agreed that Tara Placements and or the host family are not responsible for any personal injury to the child howsoever arising and are hereby fully indemnified by the parents/legal guardian in respect of any such injury or associated losses howsoever arising.



**Tara  
Placements**

**Consent to Placement**

42. The parents/legal guardians hereby and on signing of this Agreement agree and give their written consent to the child taking part in the placement.

**Governing Law**

43. It is agreed that this Agreement will be constructed in accordance with and governed by the laws of Ireland

44. This Agreement constitutes the entire agreement between the parties and there are no further items of provisions either oral or written. The parties agree that neither has made representations with respect to the subject matter of the Agreement except as specifically set forth herein.

**In Witness Whereof the parties have duly affixed their signatures under hand and seal on the \_\_\_\_\_ day of \_\_\_\_\_ 20**

**Present when the Common Seal of  
Tara Placements Limited was affixed hereto**

**Signed by Director/Secretary** \_\_\_\_\_

**Name of Director/Secretary** \_\_\_\_\_

**Signed by  
Parent/Legal Guardian (1)** \_\_\_\_\_

**Signed by Witness** \_\_\_\_\_

**Name of Witness** \_\_\_\_\_

**Signed by  
Parent/Legal Guardian (2)** \_\_\_\_\_

**Signed by Witness** \_\_\_\_\_

**Name of Witness** \_\_\_\_\_



### CONSENT AND ACCEPTANCE OF TERMS AND CONDITIONS

I/we the parents/legal guardians of \_\_\_\_\_ hereby consent to him/her participating in the Tara Placements programme AND I/we accept and agree the Terms and Conditions of Tara Placements which I/we have read AND further accept and agree that my/our agreement with Tara Placements is governed by Irish Law

Signed: \_\_\_\_\_  
Parent/Legal Guardian                                      Parent/Legal Guardian

Dated: \_\_\_\_\_

### CONSENT TO USE OF IMAGES

I/We, parents/legal guardians of \_\_\_\_\_ hereby consent to the use of images to include photographs, videos of him/her on publications of and for and on behalf of Tara Placements to include Tara Placements Website, Magazines, Flyers, Newsletters, DVD's, Videos (which may be also published on-line).

Signed: \_\_\_\_\_  
Parent/Legal Guardian                                      Parent/Legal Guardian

Dated: \_\_\_\_\_

### CONSENT TO THE ADMINISTRATION OF STANDARD MEDICATION

I/We, parents/legal guardians of \_\_\_\_\_ hereby consent to the host family administering standard medication such as Paracetamol, Anti-Inflammatories and Anti-histamines which are readily available in the Pharmacy, in the event that the child becomes ill.

Signed: \_\_\_\_\_  
Parent/Legal Guardian                                      Parent/Legal Guardian

Dated: \_\_\_\_\_





### **CONSENT FOR MEDICAL ASSISTANCE**

I/We, parents/legal guardians of \_\_\_\_\_ hereby consent to the host family taking the child to a doctor or dentist or hospital in the event of the child needing medical attention.

Signed: \_\_\_\_\_  
Parent/Legal Guardian Parent/Legal Guardian

Dated: \_\_\_\_\_

### **UNFORSEEN EVENTS REGARDING TRAVEL**

I/We, parents/legal guardians of \_\_\_\_\_ hereby acknowledge that in the case of any unforeseen events which may occur during travel, to include, but not limited to flight delays or cancellations. Should an unforeseen event occur, any additional costs incurred to facilitate the child will be reimbursed to Tara Placements.

Signed: \_\_\_\_\_  
Parent/Legal Guardian Parent/Legal Guardian

Dated: \_\_\_\_\_



## DISCIPLINARY CODE

### 1. Purpose and Scope

Tara Placements disciplinary code is designed to help and encourage the child to achieve and maintain appropriate standards of conduct, performance and attendance in all aspects of the Academic Placement (to include school, with the host family and Tara Placements). The aim is to ensure consistent and fair treatment for all through the operation of fair procedures. Tara Placements reserves the right to amend the Code as necessary.

### 2. Principles

- 2.1 Tara Placements will attempt to resolve any disciplinary matter/complaint in an informal manner by way of private discussion between the child and Tara Placements except in the case of alleged gross misconduct. However, where such discussion fails to adequately resolve the issue, disciplinary procedures will be invoked.
- 2.2 Depending upon the seriousness of the matter, one or more stages of the procedure set out below may be omitted
- 2.3 At every stage in the procedure the child will be furnished with the details of the allegation(s) or complaint(s) against him/her and will be given the opportunity to respond fully to such allegation(s) or complaint(s) before any decision is taken.
- 2.4 At all stages the child will have the right to be accompanied during any disciplinary meetings by a parent / guardian.
- 2.5 The child will have the right to appeal against any disciplinary penalty imposed at stage 4 (below)
- 2.6 A copy of Tara Placements written record of any disciplinary action taken will be supplied to the child and or his/her parents/legal guardians.
- 2.7 The following non exhaustive list provides examples of conduct which will be regarded as misconduct resulting in disciplinary procedures being commenced:
  - Non-attendance at school without permission
  - Misbehaviour at school
  - Leaving school grounds without permission
  - Disruption of the orderly conduct of classes, school programmes or other school activities
  - Lack of courtesy and manners shown to host family, including bringing guests to family home without permission



- Continuous negative behaviour to include criticism of school or host family rules and regulations or refusal to comply with said rules and regulations
- Vandalising school property - e.g. writing on desks, walls, notice-boards etc) or other property
- Disrespectful about religion, age, disability, race, someone's gender or sexual orientation family status.
- Purchase and/or consumption of alcohol
- Drug taking or supply of illegal drugs to others
- Accessing Pornography
- Inappropriate / illegal sexual behaviour/assault
- Serious/deliberate damage to property
- Physical threats, fighting, assault on another person
- Theft, fraud

### **3. The Procedure**

#### **3.1 Stage 1 – Oral Warning**

If conduct, performance and or attendance does not meet acceptable standards the child will normally be given a formal ORAL WARNING. He or she will be advised of the reason for the warning, the corrective action necessary, the time in which to achieve improvement and what the consequences of a failure to improve will be. A note of the oral warning will be kept on the child's personnel file.

#### **3.2 Stage 2 – Written Warning**

Should conduct, performance or attendance not improve satisfactorily, or if a further offence occurs, or if, following Stage 1, corrective action has not been taken, a WRITTEN WARNING will be given to the child. This will give details of the complaint, the improvement required and the timescale for this. It will warn that action under Stage 3 will be considered if there is no satisfactory improvement, or any repetition of misconduct. A copy of this written warning will be kept on the child's personnel file.

#### **3.3 Stage 3 – Final written warning or disciplinary suspension**

If there is still a failure to improve and/or conduct, performance or attendance is still unsatisfactory, or if the misconduct is sufficiently serious to warrant it, a FINAL WRITTEN WARNING will normally be given to the child. This will give details of the complaint and will warn that dismissal will result if there is no satisfactory improvement within a specified timescale. A copy of this final written warning will be kept on the child's personnel file.



### **3.4 Stage 4 – Dismissal**

If conduct, performance or attendance is still unsatisfactory and the child still fails to reach the required standards, DISMISSAL will normally result. The child and his/her parents/legal guardians will be provided, as soon as reasonably practicable, with written reasons for dismissal, the date on which the Academic Placement will terminate and the right of appeal to whom.

Alternatively, in appropriate cases, consideration will be given to imposing one of the following penalties:

### **4. Gross Misconduct**

The following non exhaustive list provides examples of conduct which will normally be regarded as gross misconduct:

- Purchase and/or consumption of alcohol
- Drug taking or supply of illegal drugs to others
- Accessing Pornography
- Inappropriate / illegal sexual behaviour/assault
- Serious/deliberate damage to property
- Physical threats, fighting, assault on another person
- Theft, fraud

If a child is accused of an act of gross misconduct, he or she may be suspended while Tara Placements investigates the alleged offence.

If, on completion of the investigation, Tara Placements is satisfied that gross misconduct has occurred, the result will normally be termination of Academic Placement with immediate effect.

### **5. Appeals**

A child (and or parent/legal guardian on their behalf) who wishes to appeal against a suspension or termination of placement must inform Tara Placements in writing within three working days from the date of notification of the decision. At the appeal any disciplinary penalty imposed will be reviewed but it cannot be increased. Tara Placements will, whenever possible, ensure that the person hearing the appeal has had no previous involvement in the disciplinary decision.