

# Terms and Conditions For Homestay Providers

These Terms and Conditions govern your relationship with International Education Services, Department for Education (trading as South Australian Government Schools). By applying to be an accredited homestay provider, you agree to be bound by these Terms and Conditions. It is your responsibility to ensure that any person living or staying overnight in your home understands these Terms and Conditions and their obligations under it. These Terms and Conditions must be read in conjunction with the information you provide in the homestay application form, and information provided by us during the homestay visit, in the Homestay Family Handbook and any other information provided by us.

## 1. Accommodation

### a) Your home

You must provide your student with accommodation and facilities including:

- a clean, appropriately furnished and warm/cool home and ventilated bedroom
- a safe and welcoming environment that will encourage students to experience life as a member of the family
- study facilities including a desk, a chair, and adequate lighting (natural light in student bedrooms is required)
- kitchen, bathroom and laundry facilities
- three meals each day and reasonable access to snacks (meals should be nutritious and in accordance with your student's dietary, medical and cultural needs)
- household facilities/appliances that comply with government legislation regarding safety standards
- an orientation within the family home, the use of facilities, appliances and security. This must include household protocols and safety rules about access and the use of shared facilities such as swimming pools, internet (included in homestay fees), telephone, mealtimes, visitors and bedtimes
- simple written information about home rules to help students remember
- any keys, alarm codes or passwords required for your student to have access to the homestay residence.

You must notify us in writing as soon as possible in advance if you propose to materially change your home (e.g. by renovating or relocating).

### b) Inspections

You must allow us to inspect your home if given at least 14 days prior notice. In the event of an emergency or critical incident you must allow our staff to inspect your home immediately.

### c) Other residents

You must provide us with up to date details of all residents in your home, including short-term residents. You must notify us as soon as possible in advance before a person moves in to or out of your home. You must not homestay more than 3 students in your home at the same time.

### d) Homestay fees

Students enrolled in the High School Graduate program (1-5 years) are expected to pay their homestay fees directly to you. Students enrolled in the Study Abroad program (1-4 terms) will have their homestay fee payment managed by us, meaning you will receive fortnightly payments directly into your bank account. The homestay program is not intended to be an income generator for families.

The weekly homestay allowance is a contribution to cover the costs associated with accommodating your student. You must never request payment of more than 2 weeks homestay fees in advance. You

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must never borrow money from an international student. In the event of a homestay fee overpayment (i.e. administrative error or overpayment due to a student's early departure from your home) you may be required to return the funds to us. A homestay overpayment notice will be sent via email. All homestay fee overpayments are expected to be returned within 14 days of the issued homestay overpayment notice.

## 2. Child Protection

### a) Working with Children Checks

In order to homestay an international student you must ensure a satisfactory Working With Children Check (WWCC, previously Child Related Employment Screening) is acquired for all persons aged 18 years and over residing in the home or staying overnight. To maintain your homestay accreditation, you and others living in the home are required to renew their WWCC before the expiry date. If, WWCCs are not renewed, alternative accommodation will need to be arranged for your international students and your homestay accreditation will lapse.

### b) Responding to Risks of Harm, Abuse and Neglect – Education and Care Training

The homestay parent(s) is/are required to complete the Responding to Risks of Harm, Abuse and Neglect – Education and Care (RRHAN-EC) training course. Homestays will be responsible for ensuring they update their training before the expiry date and providing evidence of completion to International Education Services.

## 3. Duty of care, conduct and behaviour

### a) Duty of care

You must ensure that your student is appropriately supervised at all times. The level of supervision required will vary depending on the age and maturity of your student. You must:

- accept responsibility for students during out of school hours and provide supervision appropriate to the age of students as would be reasonably expected of parents
- nurture, support and assist where required or requested, appropriate to the age of students
- support your student in their studies
- respond and report to school/us any suspicion of abuse and/or neglect of students
- ensure family members and visitors are respectful towards your students
- comply with legislation governing the use of alcohol, drugs and smoking in relation to minors, safety and generally acceptable social practices
- ensure students do not have access to literature, websites, movies and other materials that are not deemed appropriate for their age
- monitor your student's social and recreational activities
- ensure students do not move in or out of your home without approval from us and their school
- only permit your student to stay away overnight or undertake any non-routine travel or activity if your student has prior written approval from their school/us
- not allow your student to be unsupervised overnight
- organise an appropriate 'live-in' care giver (must have a current WWCC and approval from us) if/when you are away from the home overnight, or advise us to ensure suitable care arrangements are made
- advise us if the situation in your home with respect to adult supervision changes from that advised in your original application (even temporarily), eg. one homestay parent moves out of the family home
- advise us if there are any changes in relation to your health or physical capacity that may impact your ability to care for the student(s) in your home
- never leave your student to supervise younger children, even for a short time
- immediately advise us if you have any concerns for your student's health, safety or wellbeing.

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## b) Student Terms and Conditions

We require your student to comply with the Terms and Conditions for our students. You must notify us immediately if you suspect or become aware that your student has been involved in a breach of the student Terms and Conditions (for example, drinking alcohol, use of illegal drugs, breach of student travel policy, breach of student visa conditions).

## c) Conduct by you, your residents and your visitors

You must ensure you and everyone in your home act in a way that would be appropriate when viewed by a third party (e.g. do not put themselves in a position where they are vulnerable to accusations of wrongdoing), for example by ensuring that:

- your student is not alone with you or another person (e.g. another child) in a bedroom or bathroom with the door closed
- your student is not permitted access to alcohol or offered alcohol by you or your guests.

You must understand that you are responsible for immediately notifying us if you are, or a member of your family/household is:

- subject to allegations of misconduct
- reported, investigated, or arrested for a criminal offence
- charged with or convicted of a criminal offence

## d) Behaviour management

You must notify the school/us if you encounter a behaviour management issue that you are unable to resolve informally with your student. We have a range of strategies to deal with student misbehaviour. In serious cases, your student's participation in the homestay program or their enrolment may be cancelled. You must never subject your student to physical punishment or verbal abuse.

## 4. Withdrawal and Cancellation

### a) Withdrawal by you

If you do not have a student living with you, you may withdraw from the homestay program at any time by providing two weeks' prior written notice to us. If you have a student living with you, you may withdraw from the homestay program at any time by providing four weeks prior written notice to us. Unused homestay fees must be returned to the student if they are paying you directly.

### b) Withdrawal of approval to host

If you do not follow these Terms and Conditions we will contact you to explain what you must do to rectify the problem and we may suspend your approval to homestay until the problem has been corrected. If we suspend your approval to homestay, we will move the student out of your home. You are not entitled to homestay fees for a payment period in which we suspend your approval to homestay. Any homestay fees paid to you for a payment period in which we suspend your approval to homestay must be repaid to us as an overpayment.

### c) Cancellation

We may immediately cancel your approval as a homestay provider if:

- you fail to comply with a notice to remedy a breach
- you commit repeated breaches
- you commit a material breach
- you commit a breach that is incapable of remedy
- or we suspect or become aware that your student may be at risk of harm (in which case, we may act without conducting an investigation into the truth of any allegations or concerns).

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If you are not in breach of this agreement, we may cancel your approval as a homestay provider without cause by providing you with:

- at least two weeks' written notice if you do not have a student living with you, or at least four weeks written notice if you have a student living with you.

## 5. Moving students to a new homestay

### a) Moving a student by us

We may move a student from your home if a request has been made (either by the student, natural parents or school) if deemed appropriate. We may move a student from your home immediately and without notice if we believe there are circumstances that warrant urgent action. Circumstances that warrant urgent action may include:

- if we suspect or become aware that your student may be at risk of harm (without conducting an investigation into the truth of any allegations or concerns)
- if there is a breach of this agreement
- if you fail to ensure that the information we hold about you is correct, complete and current in an emergency or critical incident.

### b) Moving a student at your request

- If you are unable or unwilling to homestay your student for any reason, you must notify IES as soon as possible.
- If you are able, but would prefer not to homestay your student, you may request us to move your student temporarily or permanently by giving at least four weeks prior notice. We will use best endeavours to move your student to a different home as soon as a suitable match has been found.

## 6. Safety and medical

### a) Medical

You must assist your student to attend any routine medical, dental or other health-related appointments.

### b) Safety

You must:

- contact our 24 hour emergency phone (0401123205) immediately if you suspect or become aware that your student has been harmed or is at risk of harm
- notify us immediately if your student reports to you that they or any student in our homestay program has been harmed or is at risk of harm
- notify us immediately if you suspect or become aware that your student has engaged in or is at risk of engaging in inappropriate or unlawful sexual conduct.

### c) Emergencies

If an emergency or critical incident occurs, you must:

- call 000 for an ambulance for any medical emergency
- call 000 for police assistance in any other emergency
- notify us immediately.

## 7. Student travel and activities

### a) Student travel

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Your student is permitted to travel during their program providing their arrangements fall within the Student Travel Policy. Please note that student visa conditions do not permit students to travel during term time. You must not permit your student to travel unless they have completed the relevant paperwork, which is provided by their school. Homestay providers must also sign this consent form.

## b) Driving

You must not permit your student:

- to be a passenger in a vehicle driven by a driver with a learner licence (L-plates)
- to be a passenger in a vehicle driven by a driver with a provisional driver licence (P-plates) without written permission from their parents and IES.

## A student may only drive a vehicle:

- while holding a South Australian driver's licence
- if the vehicle is registered under the student, parent or legal custodian's name
- if the vehicle is subject to full comprehensive insurance that has coverage for an at-fault driver
- with approval from the homestay, the student's school and natural parent(s).

The student may, with the permission of their natural parent(s), undertake driving lessons with a professional driving instructor when holding a South Australian learner licence. You must not permit your student to be a passenger in a vehicle unless the vehicle is registered, roadworthy, properly maintained and has adequate insurance to cover damage to property and injury to persons.

## c) Swimming

Please be aware that, regardless of age, all water activities are high-risk for students. You must exercise extreme caution and ensure close supervision around home swimming pools, beaches and other bodies of water.

## 8. Information and communication

### a) Communication with your student

If you need help communicating with your student, you should contact the school/us for assistance.

### b) Communication with us

You must:

- maintain regular contact with the school and us to discuss the homestay placement and your student's wellbeing
- use reasonable endeavours to attend orientations, meetings and information sessions arranged by us in relation to the homestay program.

### c) School

You must:

- take your student to school on their first day
- assist your student to attend school, on time, every school day
- notify the International Student Program (ISP) Manager if the student will be late /absent
- notify the school of any concerns you have about your student's school attendance or academic performance (including, for example, if your student is experiencing difficulties because of part-time or casual employment)
- assist your student to participate in extra-curricular activities arranged or recommended by the school.

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## d) Information collection and privacy

You must ensure that the information we hold about you is correct, complete and current. You must notify us if there is a change to any of the information that you provided to us on your initial application.

We collect your personal information when you apply to be a homestay. We may record, use and disclose your personal information for the purpose of assessing your application, maintaining a register of accredited and non-accredited homestay providers, administering this agreement, administering the homestay program, complying with Australian and South Australian laws, policies and procedures. Records are retained and disposed of in accordance with the State Records Act 1997.

When a student is placed in your home, your name and contact details will be:

- provided to the education agent and/or overseas family, (possibly with photos of your family and home)
- provided to the South Australian Government School where the student will be attending
- provided to the Department for Home Affairs if the student is on a student visa.

In addition, there will be ongoing communication and exchange of information, including personal information, between IES, your student, your student's parents and your student's education agent (if applicable). Your name, address and contact details may need to be shared with other homestay families in the event a student moves in to or out of your home.

## e) Student privacy

You must respect your student's privacy. This includes ensuring that your student is provided with privacy in their bedroom and in the bathroom and toilet (e.g. all persons knock and seek permission before entering).

Access to your student's personal information is subject to information privacy laws. You must not record, store, use or disclose your student's personal information except:

- to comply with this agreement
- to communicate with school staff about your student's schooling or welfare
- as required or authorised by law 7
- with the consent of your student or their parent (for example you should seek permission before taking photographs of your student and only share with their consent).

## f) Grievance

In the event of a dispute between you and your student that is unable to be resolved, you must contact the school's International Student Program Manager promptly for assistance to resolve issues. You must also:

- ensure students have the 24-hour emergency phone number and carry the emergency card provided by our office with homestay contact details
- contact us and the International Student Program Manager within 48 hours where there may be damage caused by the student to the home or facilities in the home.

## 9. General

### a) No guarantee

We do not guarantee that we will place students with you or that a student will stay with you for the duration of their program.

### b) Compliance with laws

You must comply with any laws, standards or codes relevant to your obligations under this agreement.

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You are responsible for ensuring compliance with any other regulations that may affect or be affected by you providing homestay for a student (e.g. Centrelink, Australian Taxation Office, local council requirements, building regulations).

## c) Changes to Terms and Conditions for Homestay Providers

These Terms and Conditions for Homestay Providers may be amended by IES from time to time. Any changes will be the same for all homestay providers. We will give you at least three months notice before any changes take effect. Your continued participation in the homestay program after the changes take effect will be treated as your agreement to the changes. If you do not agree with the changes, you may withdraw from the homestay program before the changes take effect.

## d) Insurance

Your home and contents insurance may not cover students in your home, so please check this with your insurance provider.

## e) Homestay Family Handbook

Once you have been accredited to homestay, you will be provided with an up to date copy of the Homestay Family Handbook. You must ensure you have access to a copy of this document and refer to it for information, advice and contacts.

## f) Consent for promotional purposes

Any images/video footage that you may share with the school or IES may be used for promotional purposes to promote the program. Parents/Legal guardians provide consent for their child to participate in any recordings/video footage/ photographs at the time of student's enrolment. Homestays will be notified if consent has not been provided. Please do not share images if consent was not provided.

## 10. Definitions

In these Terms and Conditions, the following definitions apply: 'Student' means international student enrolled in a South Australian Government School.

'South Australian Government Schools' means government schools accredited with International Education Services to enrol international students.

'We' or 'Us' or 'Our' means International Education Services, South Australian Department for Education.

'You' or 'Your' means the applicants identified on the homestay application.

'International Student Program Manager' refers to trained school personnel who are responsible for the monitoring and care of the International Students enrolled at their school.

Approved on: 09.05.2022 Authorised by: Director, International Education