

HOMESTAY AGREEMENT

HOMESTAY PROVISION DEED

Dated:

BETWEEN

STATE OF NEW SOUTH WALES (Department of Education and Communities – DEC International) (“**the Department**”) including schools and TAFE NSW

AND

.....
(Homestay Provider)

BACKGROUND

- A. The Department provides education to certain students from overseas (“**Students**”) who need residential accommodation and care during their period studying with the Department.
- B. The Homestay Provider is to procure residential accommodation and care (“**Homestay**”) to students attending NSW government schools and TAFE NSW Institutes in accordance with the provisions of this agreement and to the standards complying with the requirements of the Department and the Department of Immigration and Border Protection (DIBP) (“**the Required Standards**”), with special regard to laws applying in respect of under 18 year old students and consistently with the requirements of the Education Services for Overseas Students Act (ESOS Act) and the National Code 2007.

AGREEMENT

1. The Homestay Provider agrees to procure to Students introduced to the Homestay Provider by the Department the provision of accommodation and care by suitable persons complying with the Department’s requirements as to the provision of accommodation (“**Homestay Host**”) at suitable premises (“**Homestay Premises**”) in accordance with the provisions of this agreement and the Required Standards and in a way which is consistent with the requirements of the ESOS Act and the National Code 2007 made under it and the Homestay provider must be able to demonstrate that it has adequate awareness of those requirements from time to time.
2. For Students under 18 years of age the Homestay Provider must ensure that a Student being placed by the Homestay Provider in Homestay Premises is provided there with guardianship (including protecting personal safety and social well being of the relevant Students) appropriate for minors for the period nominated by the Department in the Confirmation of Appropriate Accommodation and Welfare arrangements (CAAW) issued by the Department to DIBP for the child’s visa. In addition the Homestay Host (being the adult person or persons actually providing the accommodation and care to a Student) must complete the form set out in Appendix B.
3. Prior to placing a Student in Homestay Premises the Homestay Provider must provide full description of the proposed residence (including, each residence’s details, type of accommodation – house, unit, semi; number of bedrooms, bathrooms & living areas etc) to the Department and the Student/Student’s parents by completing the Homestay Provider form (Appendix A).
4. The quality of the accommodation and care procured by the Homestay Provider to be provided by a Homestay Host must, at all times, be not less than the Required Standards, as outlined below.
5. The Required Standards for student accommodation are as follows:
 - i. The home must be clean and comfortable and the Homestay Hosts / guardians must reside at the Homestay Premises;
 - ii. Each student is to have their own room, bed, desk or if a shared room no more than two persons per room (same sex) each of whom must have separate bed and desk;

- iii. Students are not to share rooms with host family members and sharing arrangements will only be provided if the parents of the Student(s) so request;
 - iv. Students are to be given a key to the home or arrangements made so that the Student can gain access to the home at any time;
 - v. There must be adequate lighting for study purposes;
 - vi. There must be heating in winter and some means of cooling in summer;
 - vii. There must be access to shared bathroom, with reasonable time allowed for showers (ten minutes);
 - viii. There must be access to kitchen and laundry facilities;
 - ix. There must be use of shared living areas of home;
 - x. The Homestay Host is to provide two meals a day on weekdays and three meals on weekends and, in providing meals, the Homestay Host must be aware of and take account of cultural differences. Food should be available for students to make themselves an after school snack;
 - xi. House rules are to be discussed and explained to the Student, (including friends visiting, use of phone and incoming calls, cleaning of room or other household tasks, meal times and rules for behaviour such as going out and times for arriving home, manners and courtesy);
 - xii. Use of telephone and/or computer facilities, including internet access, is to be at student's own expense. However charges to the student should only cover the actual cost of phone or internet usage. Personal items and their insurance to be at the Student's own risk;
 - xiii. Students may change Homestay Premises if there is a medical reason to do so, a request from parents of the Student or the placement in particular Homestay Premises is not compatible, in the reasonable opinion of the Student. However, if there are more than two accommodation placements for a Student within six months additional accommodation placement fees will be payable on the third placement.
6. Recognising the importance of proper child protection, Homestay Providers and Homestay Hosts must:
- i. provide the Department with Working With Children Checks (WWCC) for all adults residing in the Homestay Premises and all such individuals, including Homestay Hosts must consent to the Department obtaining a criminal screening of any individual if it thinks fit and all adults likely to have unsupervised access to minors at Homestay Premises;
 - ii. must ensure that the Declaration appearing in appendix A (Request for Approval of Accommodation) is completed by the Homestay Provider and Homestay Host prior to a student being placed with that Homestay Host and the Homestay Provider must produce same to the Department on request;
 - iii. must procure that the Homestay Host must (not less than yearly) have all adults residing in the house sign the Consent to screening form and keep on file a current (not more than one year old) WWCC for all adults residing in the house, including any new adults residing at the premises or minors who become an adult, and that the Homestay Host who is the guardian must sign the Department's Guardian / Carer form set out in appendix B before undertaking guardianship and produce the same to the Department on request;
 - iv. where a Student staying with a Homestay Host is under 18 years of age, ensure that the Homestay Host will take on the role of Guardian / Carer of that Student, as outlined in the guardian / carer form;
 - v. must provide Homestay Hosts with written clarification of the expectations in terms of care and supervision of Students, including:
 - rights and responsibilities of Homestay Hosts including that English should be spoken at the Homestay Premises, particularly when speaking to the Student.
 - expectations, rights and responsibilities of Students;
 - providing familiarisation with the local area, including shops, banks, medical facilities and transport for Students travelling to and from school;
 - vi. ensure that students are aware of emergency numbers including 000, location of police stations and Australian laws pertaining to under 18 year olds;
 - vii. must have procedures in place for mediation and resolution of complaints and conflicts arising from the provision of Homestay accommodation.
 - viii. ensure that appropriate arrangements are made for Students during vacation periods if the Student is not returning to their home country. Students under 18 years are not to undertake independent travel or holidays without adult supervision. Written approval must be obtained from parents if students take holidays with adult relatives, family friends, the homestay family or trips arranged or approved by the school. Such holidays must be within the vacation periods.

- ix. must ensure that Homestay Hosts who are guardians are:
- genuinely concerned for the welfare of the Student, welcome them and include them in family activities;
 - ensure the homestay environment is suitable for under 18s.
 - have an appreciation of the Student's cultural background;
 - are able to speak English;
 - have an understanding of Australian laws and regulations applicable to visas and people under 18 years of age;
 - undertake responsibility for only an appropriate number of Students for whom they can adequately provide care and ensure that there are no more than three international students of any age living in the home.
- x. must advise DEC International and the school/college of any changes to the Student's living arrangements as soon as practicable.
7. Homestay Providers are to respond to requests for Student placement within four weeks allowing for notification to Students and pre-departure communication between students and host families.
8. Place Students in Homestays that are close to their school / college and within reasonable travelling time, usually not more than 30 minutes.
9. The Department requires that, every six months the Homestay Premises be inspected by the Homestay Provider and prove satisfactory as complying with the Required Standards (clause 5)on an ongoing basis. The Homestay Provider must promptly report to the Department its view in respect of each Homestay Premises as it is inspected.
10. The Homestay Provider must have processes in place for monitoring and evaluating Homestays including obtaining feedback from Homestay Host families and Students.
11. Follow up with Students and the Homestay Host families one week after the placement to check if the Student is settling in and the placement is appropriate and provide feedback to the parents and the School/ Institute if further action or follow up is required.
12. The Homestay Provider must ensure that the Department 's authorised officer (being any person from time to time authorised by the Director of DEC International) is from time to time and at anytime, permitted to visit and inspect Homestay Premises to which the Homestay Provider allocates any Student.
13. The Department reserves the right to move or require the move of a Student from a Homestay accommodation if it sees fit, for any reason, and to visit and inspect a Homestay Premises if the Department so requires.
14. Homestay Providers must have a Critical Incident Policy and procedures available to Students, parents and Homestay Hosts, which includes a 24 hour emergency contact number and contacting parents, the school, and the Department. In very serious situations consulates or embassies may also be contacted.
15. The Homestay Provider must require the Homestay Host to notify the Homestay Provider immediately any resident of the Homestay Premises or any person having unsupervised access to minors at the Homestay Premises is charged with or convicted of any serious offence and additionally the Homestay Provider must notify the Department immediately any resident of the Homestay Premises or any person having unsupervised access to minors at the Homestay Premises is charged or convicted of any serious offence.
16. In the event of any non-compliance with the requirements of this agreement the Department may terminate its relationship with the Homestay Provider and may require placement of Students to be changed to alternative Homestay Premises or with another Homestay Host.
17. Homestay Providers should be aware of NSW Privacy Act and ensure Students, parents and Homestay Hosts are advised that information will be forwarded to the Department and that the Homestay Provider and Homestay Hosts must comply with privacy legislation when dealing with Student and Homestay information.
- 18.
- 18.1. The Homestay Provider shall be responsible for and shall indemnify and keep indemnified, the Department against liability for all loss, damage or injury to persons or property caused by any act or omission of the Homestay Provider or Homestay Host in connection with carrying out the obligations of the Homestay Provider and or Homestay Host in respect of the accommodation and care arrangements envisaged under this Agreement and the amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by the Department in respect of any such loss, damage or injury shall be made good at the Homestay Provider's expense and may (in the first instance) be deducted from any moneys due or becoming due to the Homestay Provider with any balance being sued for as a debt.

- 18.2. The Homestay Provider shall take out and keep in force:
- i. in respect of any employees or contractors of the Homestay Provider who are employed in connection with the carrying out of obligations under this Agreement, a workers compensation insurance policy required under the provisions of the Workers Compensation Act 1987 or any other relevant legislation; and
 - ii. with an insurance company acceptable to the Department, such comprehensive legal liability (or public liability) insurance as the Department from time to time requires including indemnifying the Homestay Provider and the Department for such amounts as the Department from time to time requires in respect of any liability that it may incur for the death or personal injury of any person or the loss, damage or destruction of any property of any person arising out of the carrying out of obligations under this agreement and shall prior to the commencement of this agreement and whenever required by the Department produce evidence of all or any such insurance, their currency and amount of cover to the Department and, without limiting the generality of the above, shall, if and when required by the Department, produce a written statement as to workers compensation and other required insurance premiums having been paid.
19. The fees payable by the Department / TAFE NSW Students seeking Homestay accommodation guardianship and airport collection will be reviewed and agreed upon on a yearly basis.
20. Homestay Providers must have a payment and refund policy and procedure developed in consultation with the Department and consistent with the requirements of the ESOS Act and the National Code 2007 made under it and provide parents with a copy of the policy and procedures prior to placement. Refunds must be processed within one month.
21. Homestay providers are to provide the Department with a report twice a year (every 6 months) confirming compliance with the agreement. The report should be in the form of a spreadsheet which lists Department and TAFE NSW students under 18 years, the current name and address of the Students' current Homestay, the dates of the WWCC and site inspections.
22. This Agreement commences the day of and continues until
It may be extended by a replacement written agreement.

Executed as a Deed.

SIGNED, SEALED and DELIVERED on behalf of the State of New South Wales Department of Education and Communities in the presence of:

.....
(authorised officer)

.....
(signature)

in the presence of:

.....
(name of witness)

.....
(signature of witness)

SIGNED, SEALED and DELIVERED on behalf of by:
(company name)

.....
(name and position of signatory)

.....
(signature)

in the presence of:

.....
(name of witness)

.....
(signature of witness)

Appendix A

HOMESTAY - PROVIDER FORM

REQUEST FOR APPROVAL OF ACCOMMODATION / WELFARE ARRANGEMENTS FOR INTERNATIONAL STUDENTS ENROLLED IN NSW GOVERNMENT HIGH SCHOOLS or TAFE NSW

827-837 George Street, Ultimo NSW 2007
 Telephone: +61 2 8289 4777 | Fax: +61 2 9244 5844
 Email: isc@det.nsw.edu.au | Web: www.internationalschool.edu.au ; www.studyintafe.edu.au

..... as a Homestay Provider to NSW Department of Education and Communities
 (company name)
 hereby seeks approval to the accommodation arrangement detailed below for the student noted below:

Student Details

Family Name Given Names
 Passport No Date of Birth
 High School (or school preferences if school not confirmed)

Proposed Homestay Host Details

Title Family Name Given Names
 Title Family Name Given Names
 Address
 Postcode Telephone No

Please indicate if Homestay accommodation (the Homestay Premises) is:

- unit
- semi detached house
- house

Provide a brief description of residence comprising the Homestay Premises including number of bedrooms, bathrooms and living areas and the student's accommodation.

.....

Name, age and sex of people residing at the same address

Name Age M / F

Name Age M / F

Name Age M / F

Name Age M / F

Name Age M / F

Name Age M / F

Working With Children Checks will be required in respect of all adults residing at the premises or having regular unsupervised access to minors at those premises

Any and all additional residents at the above premises must be notified to the Department (details to be attached) and the required clearances before approval.

By signing this Request we, declare that all information provided is factually correct and that the proposed accommodation complies with the Required Standards set out in the Homestay Information for Parents form attached.

..... (signature) (date)

I/We,, proposed **Homestay Host** confirm that our provision of accommodation and care to the Student noted above satisfies the NSW Department of Education's Required Standards (as annexed).

..... (signature) (date)

Office Use Only

Database Updated File Updated School Notified



Homestay Information for Parents (A copy to be retained by parents, the Homestay Provider and the DEC International)

NSW Department of Education and Communities (the Department) / TAFE NSW assists in the accommodation and welfare arrangements for students as requested by parents, who do not have a relative residing in NSW who meets the Department of Immigration and Border Protection (DIBP) requirements.

As requested by you, the Department / TAFE NSW has issued the Confirmation of Appropriate Accommodation and Welfare arrangements (CAAW) to DIBP for your child's visa. As such your child must live in the homestay accommodation and with the guardian arranged through the Department.

Homestay accommodation and guardianship is arranged through independent Homestay Providers who have agreements with the Department / TAFE NSW to provide such service. Your child will be placed in accommodation that meets the following standards:

The Required Standards for student accommodation are as follows:

- 1. The home must be clean and comfortable and the Homestay Hosts / guardians must reside at the Homestay Premises;
2. Each student is to have its own room, bed, desk or if a shared room no more than two persons per room (same sex) each of whom must have separate bed and desk;
3. Students are not to share rooms with host family members and sharing arrangements will only be provided if the parents of the Student(s) so request;
4. Students are to be given a key to the home or arrangements made so that the Student can gain access to the home at any time;
5. There must be adequate lighting for study purposes;
6. There must be heating in winter and some means of cooling in summer;
7. There must be access to shared bathroom, with reasonable time allowed for showers (ten minutes);
8. There must be access to kitchen and laundry facilities;

- 9. There must be use of shared living areas of home;
10. The Homestay Host is to provide two meals a day on weekdays and three meals on weekends and, in providing meals, the Homestay Host must be aware of and take account of cultural differences. Food should be available for Students to make themselves an after school snack;
11. House rules are to be discussed and explained to the Student, (including friends visiting, use of phone and incoming calls, cleaning of room or other household tasks, meal times and rules for behaviour such as going out and times for arriving home, manners and courtesy);
12. Use of telephone and/or computer facilities is to be at students own expense. However charges to the Student should only cover the actual cost of phone or internet usage Personal items and their insurance to be at the Student's own risk;
13. Students may change Homestay Premises if there is a medical reason to do so, a request from parents of the Student or the placement in particular Homestay Premises is not compatible, in the reasonable opinion of the Student. However, if there are more than two accommodation placements for a Student within six months additional accommodation placement fees will be payable after the third placement.

The present cost of homestay accommodation ranges from \$250 to \$300 per week. All payments must be paid monthly and in advance but the Department takes no responsibility for variations or increases from time to time.

Recognising the importance of child protection, Homestay Providers and Homestay Hosts ensure that all adult individuals residing at any Homestay Premises will have a Working With Children Check.

Homestay Premises are to be visited and inspected by Homestay Providers regularly to ensure that standards are being met.

Homestay Hosts take on guardianship of students under 18 years. Guardians take on a parental role in communication between the Student, schools, the Department and parents. They provide care and support for students and assist Students to settle into life and study in school.

I, (name of parent), parent of the Student (name of student)

agree to the above conditions for my child's accommodation and welfare.

(signature)

(date)

Appendix B

HOMESTAY – GUARDIAN/CARER FORM

827-837 George Street, Ultimo NSW 2007
 Telephone: +61 2 8289 4777 | Fax: +61 2 9244 5844
 Email: isc@det.nsw.edu.au | Web: www.internationalschool.edu.au ; www.studyintafe.edu.au

Students under 18 years are required by the Department of Immigration and Border Protection (DIBP) to have adequate welfare arrangements as a condition of their student visa.

The New South Wales Department of Education and Communities (the Department) and TAFE NSW approve arrangements for Student's accommodation, support and general welfare, if the Student is not to be accompanied by a parent or suitable relative as defined by DIBP. This approval requires accommodation to meet minimum standards and homestay hosts to take on a guardian / carer role for students under 18 years.

As a Homestay Host registered with
 (Homestay Provider name)

I/we agree and undertake to the Department and or TAFE New South Wales and to the parents of the Student to become a guardian/carer to the Student. I/We understand that I/we are responsible for the welfare, support, care and supervision of the Student and agree to perform the following:

1. Welcome the Student into my home and include the Student in family activities.
2. Maintain regular contact and liaise between the Student, the School/College, and the Student's parents;
3. Familiarise the Student with the local area including the location of shops, banks, medical centres / hospitals and local transport, specifically transport to and from school.
4. Ensure the Student is aware of emergency numbers including 000, location of police stations and Australian laws pertaining to under 18 year olds;
5. Attend school meetings including enrolment interviews, parent/teacher interviews, subject selection meetings and other school or college meetings deemed necessary by the Principal/Institute Director on behalf of the parents;
6. Ensure that the Student attends regularly and punctually and advise the school/college in writing of any Student absences or lateness with an explanation. Student visas for school students require a minimum of 80% attendance;
7. Assist the Student to seek any necessary medical attention and ensure proper medical certification is obtained in case of absence and provided to the school / college;
8. Provide in writing requests for short leave to the School/college for the Student to attend medical/dental appointments or other leave, specifying the dates and times of the absence;
9. Contact the parents and School/Institute immediately in case of accident/serious illness or medical emergency;
10. Liaise with the School/college Coordinator concerning the Student's behaviour, or issues effecting the Student's course progress;
11. Assist the Student to understand school rules, expectations and visa requirements and abide by them;
12. Ensure there are adequate accommodation and welfare arrangements for Students during vacation periods, if the Student is not returning to their home country. Students under 18 years are not to undertake independent travel or holidays without adult supervision. Written approval must be obtained from parents if students are taking holidays with adult relatives or family friends. Such holidays must be within the vacation periods.
13. Notify the Homestay Provider and the School/college Coordinator and DEC International of any intended changes to your address or living arrangements prior to those changes occurring or as soon as practicable. This notification must be in writing and provide full details of the new arrangements, and must comply with the Department's and DIBP requirements;
14. Notify the Homestay Provider if you no longer wish to act as guardian or Homestay host for the student.
15. Notify the Homestay Provider, the School/college and DEC International immediately if the student intends to move from your address;
16. Ensure that any other person over the age of 18 years who resides at your address contacts the Homestay Provider to obtain a Working With Children Check;
17. Inform the parents promptly in the event of any problems, discuss solutions and act promptly on their advice;
18. Agree to provide accommodation and care to a level not less than the Required Standards set out on the Homestay Information for Parents Form attached.



Please print Guardian/Carer details in ENGLISH

Family Name Given Names

Address

..... Suburb / town..... Postcode

Telephone No (H) (W) (Mobile)

Fax Email

Homestay Guardian/Carer Declaration

I/We have read, understood and agree to undertake the responsibilities of the Homestay Guardian/Carer as set out above for (Name of Student)

..... (signature) (date)

Note: If the Guardian/Carer is in Australia on a visa, please provide a copy of the passport and current visa.

Student Details

The Student referred to in this Homestay - Guardian/Carer Form is

Student's name:

Parent's name:

Parent's contact details:

Homestay Provider Details

The Homestay Provider relevant to this Homestay - Guardian/Carer Form is

Contact details: