

St John's Anglican College

Homestay Family Terms and Conditions



Please read and sign the Homestay Terms and Conditions Agreement and return to the College either in person or via email at homestay@sjic.qld.edu.au .

1. General Responsibilities

The **Homestay Family** must:

- comply with these Terms and Conditions and all applicable College policies and procedures as notified by the College including the College Homestay Code of Conduct
- comply with all applicable legislation;
- ensure that each adult occupant (18 years or older including other international students) residing at the Homestay Residence obtains and continues to hold at all times whilst a student resides at the Homestay Residence a Blue Card in accordance with the Blue Card Services;
- consent to Blue Card Services providing advice to the College of any changes to the status of a Blue Card held by the Homestay Family;
- use all reasonable endeavours to procure from any adult occupant or regular visitor to the Homestay Residence their consent to Blue Card Services providing to the College advice of changes to the status of the Blue Cards held by them;
- complete a Risk Management Strategy in accordance with the requirements of the Blue Card Services in a form that is specified by the College;
- review and update the Homestay Self Risk Assessment Form provided by the College as required but in any event no less than on an annual basis;
- provide the College with a copy of the Homestay Self Risk Assessment Form prior to hosting a Student;
- ensure that the Homestay Residence is suitable for habitation and complies with all applicable laws and standards; and
- not host any more than two international students enrolled with any education provider at the same time.

2. Travel and Activities

The Homestay Family confirms the following:

- We understand that students are required to complete the College's Student Holiday/Travel Form 1 month prior to the holiday break, to advise the College of their travel arrangements during term breaks.
- It is also the Homestay's responsibility to have knowledge of these dates and to ensure that the student has handed in the form to the College.
- If the student is travelling outside the holiday break, you need to contact the College directly to confirm that permission has been given by the College to the student for the dates requested.

3. Accommodation

The Homestay Family must provide the student with appropriate accommodation and living assistance, including:

- full board in a clean, tidy household that has been approved as the Homestay Residence;
- a safe, secure, private bedroom with suitable storage space for clothes, personal effects and study materials;
- suitable facilities for study including a desk, a chair, and adequate lighting;
- three meals daily, morning tea and snacks ensuring adequate nutritious food and reasonable access to other appropriate food as may be requested;

- access to bathroom and laundry facilities;
- access to a landline telephone (or suitable alternative) in the Homestay Residence;
- access to household items, such as towels, sheets, blankets and eating/cooking utensils;
- any keys, alarms or passwords required for the student to have free access to the Homestay Residence;
- a general orientation to the local area and community facilities available;
- if the Homestay Family proposes to materially change the Homestay Residence (including but not limited to altering the home or the address), the homestay must notify the College four weeks in advance; and
- advise the College as soon as reasonably practicable of any willful damage done to the Homestay Residence by the student.

4. Supervision and Care

The Homestay Family must ensure that the student is appropriately supervised at all times throughout the duration of the Homestay including by:

- maintaining suitable supervision of the student outside of College hours;
- monitoring the student's general welfare including by reference to the student's social activities;
- using all reasonable endeavors to obtain detailed information regarding the student's proposed activities and travel from the student;
- confirming with the student and the Head of International College where necessary, that appropriate approval has been obtained by the College prior to the student participating in travel and activities.
- Notifying the College if the Homestay Family is temporarily unable to provide accommodation for, or supervision of the student.
- providing four weeks notice in advance if they are unable to host the student due to a family holiday or other personal commitments so a temporary homestay can be arranged for the student.

5. College Requirements

The Homestay family must:

- assist the student to participate in extracurricular activities arranged or recommended by the College;
- assist and support the student's attendance at the College and support the completion of homework assignments and assist where required;
- as soon as reasonably practicable, initiate discussion with the College if the Homestay Family has concerns regarding the student's academic progress, personal welfare or wellbeing;
- attend interviews conducted by the College in relation to the student.

6. Medical and Emergency Situations

The Homestay Provider must:

- if any serious incident, accident or medical emergency involving the student occurs, promptly notify the College who will notify the College of that incident, accident or medical emergency;
- assist the student to access any necessary medical, dental, hospital or other health-related services including by making appointments and, where necessary, accompany the student to those appointments;
- promptly notify the College of the results of any medical treatment or tests involving the student; and
- where practicable, arrange for invoices in connection with the medical expenses to be sent directly to the College for processing of payment.

7. Fees

- The College will, on behalf of the student, pay to the College the Homestay Fees which will be paid to the Homestay Family on a fortnightly basis.
- The College requires students to pay all tuition and homestay fees directly to the College.
- Homestay families should not receive tuition or homestay fees directly from the student.

8. Communication with the College

The Homestay Provider must:

- provide the College with their contact details and keep the details current;
- advise the College at least 2 weeks in advance of any changes to the household occupants of the Homestay Residence, or as soon as practicable if advance notice is not possible;
- use all reasonable endeavours to attend all relevant meetings and information sessions arranged by the College or the College in relation to the Homestay Program;
- for the purposes of assisting the College to monitor the student's general welfare, meet with the Homestay Manager; and
- allow the College to access the Homestay Residence for the purposes of conducting periodic assessments of the Homestay Family's compliance with these Terms and Conditions and the ongoing suitability of the accommodation for the student.

9. Termination by the Homestay Family

- The Homestay Family may withdraw as a Homestay Family by providing 4 weeks written notice to the College.

10. Termination by the College

The College may revoke the Homestay Family's status as an authorised the College homestay provider:

- if there is a serious incident, complaint or emergency involving the student, immediately by providing the Homestay Family with notice to that effect and also remove the student from the Homestay Residence; or
- in any other case, by providing the Homestay Family with 2 weeks' notice or as otherwise mutually agreed between the College and the Homestay Family.

11. Release

The Homestay Family releases the College from all liability, loss, costs and expenses (including legal fees, costs and disbursements) ("Claims") that the Homestay Family may have or claim to have or but for this release might have had against the College arising from or in connection with participation in the Homestay Program, except to the extent that such Claims were caused by the College's negligence.

12. Indemnity

The Homestay Family is liable for and indemnifies the College against all liability, loss, costs and expenses (including legal fees, costs and disbursements) ("Claims") arising from or incurred in connection with the Homestay Family's or the student's acts or omissions, except to the extent that the Claims were caused or contributed to (but only to the extent of that contribution) by the negligent acts or omissions of the College.

13. Insurance and Damage

The Homestay Provider must obtain and maintain at all times whilst they remain a Homestay Provider, adequate home and/or contents insurance (including public liability insurance of no less than \$20 million) to cover all insurable losses that may be incurred to the Homestay Residence to the full replacement value ("Insurance"). Homestay providers are required to produce certificates of insurance.

14. Governing law

These terms and conditions will be governed by and construed in accordance with the laws of the

State of Queensland, Australia, and the parties agree to submit to the jurisdiction of the courts of Queensland.

15. No representation or reliance

The Homestay Family acknowledges and confirms that it does not enter into the Homestay Program in reliance on any representation or other inducement by or on behalf of the College, except for representations or inducements expressly set out in these Terms and Conditions.

16. No agency

Except as expressly permitted or contemplated by these Terms and Conditions, the Homestay Family must not, in connection with the Program or otherwise, directly or indirectly hold out or permit to be held out to any person any statement, act, agreement, matter or thing indicating that the Homestay is being carried on or managed or supervised by the College nor may the Homestay Provider act as or represent itself to be the servant or agent of the College.

17. Definitions

In these terms and conditions:

- **the College** means St John's Anglican College.
- **Homestay Family** means the person or persons identified on the Homestay Application Form and who is/are responsible for providing homestay to the Student.
- **Homestay Residence** means the address of the Homestay Family where the Student will be residing for the duration of the Homestay Program and is the address set out in the Homestay Application Form

Acknowledgement

I understand that as an Approved Homestay Family I will be required to:

- attend a Child Safety and Homestay meeting at least once a year, hosting or not an international student;
- comply with, and be bound by, the Terms and Conditions for Homestay Families;
- be, and remain, in possession of a current positive suitability notice (Blue Card) at all times whilst an Approved Homestay Family;
- implement a self-assessment Homestay Risk Management Strategy in the Homestay Residence; and
- agree to regular visits by the Homestay Manager to check facilities at the Homestay Residence.

I acknowledge that:

- I have read and understood the Terms and Conditions for Homestay Families set out in Part C of this Application Form; and
- by signing and submitting this Application Form, I am agreeing to be bound by the Terms and Conditions for Homestay Families set out in Part C of this Application Form, and all applicable the College policies and procedures as notified to me from time to time.

I consent to:

- the information contained in this Application Form being included on the the College Homestay Family Register; and
- the information contained in Part A of this Application Form being provided to a prospective student, the prospective student's parents and/or their authorised Agent for the purposes of arranging a Homestay.

Please sign and return to the College.

Homestay Family:

Name 1: _____ Signature: _____ Date: ___ / ___ / _____

Name 2: _____ Signature: _____ Date: ___ / ___ / _____

Administration Manager, International Program

Staff Name: Fiona Rowell Signature: _____ Date: ___ / ___ / _____