

# St John's Anglican College

## Homestay Family Terms and Conditions



Please read and sign the Homestay Terms and Conditions and return to the College either in person or via email at [Homestay@sjic.qld.edu.au](mailto:Homestay@sjic.qld.edu.au).

### General Responsibilities

The Homestay Family must:

- comply with the Terms and Conditions of this document and all applicable College policies and procedures as notified by the College including the College Homestay Code of Conduct;
- complete a Risk Management Strategy in accordance with the requirements of the Blue Card Services in a form that is specified by the College;
- provide a yearly update of Homestay documentation below:
  - ✓ Homestay Family Application Form;
  - ✓ Homestay Family Terms and Conditions;
  - ✓ Homestay Self Risk Assessment Form;
  - ✓ Copy of current homes insurance for international student;
  - ✓ Copy of the Pool Safety Certificate (Forms 23) if applicable;
  - ✓ Homestay Code of Conduct;
  - ✓ Volunteers and Visitors Guide;
- attend an annual Student Protection and Homestay Meeting;
- allow the College to complete an annual Homestay inspection. In most cases, the College will provide 7 days' notice to arrange an inspection. In the event of an emergency or critical incident, you must allow the College to inspect your home immediately;
- ensure that the Homestay Residence is suitable for habitation and complies with all applicable laws and standards;
- not host any more than two international students enrolled with any education provider at the same time;
- provide us with up to date details of all residents in your home, including short term residents;
- notify us as soon as possible in advance before a person moves in to or out of your home;
- notify us in writing, 4 weeks' notice, if you propose to materially change your home e.g. renovating or relocating.

### Blue Cards and Exemption Cards

- ensure that each adult occupant (18 years or older, excluding other international students) residing in the Homestay, holds a Blue Card at all times;
- 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;
- you must immediately notify the College if there is a change in the police information for you or any person residing in your home who holds a Blue Card or Exemption Card;
- you must ensure that your family renews their Blue Card as soon as possible, when the College email you a reminder to complete an application. Blue Cards must be renewed 30 days prior to expiry. If the College has not received an application for renewal by this time, your student will be removed from your home and relocated to a temporary approved Homestay until your new Blue Card has been approved and issued, and the College notified by Blue Card Services.

## **Accommodation**

The Homestay Family must provide the student with appropriate accommodation and living assistance, including but not limited to:

- full board in a clean, tidy household with access to shared living areas that has been approved as the Homestay Residence by the College;
- a safe, secure, private bedroom with suitable storage space for clothes, personal effects and study materials;
- suitable facilities for study including a desk, chair and desk lamp;
- three (3) meals daily (breakfast, lunch and dinner) and morning tea and snacks. Please ensure students are provided with 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 in writing;
- advise the College as soon as reasonable practicable of any wilful damage done to the Homestay Residence by the student.

## **Travel and Activities**

- 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 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;
- please do not rely on students regarding term dates, going out unsupervised, travelling with unauthorised person/s. It is the responsibility of the Homestay Family to contact the College directly to confirm this information;
- if the student is intending to travel with another person/s, the parents of the students must contact the Head of International College (e.g. via email, webchat, mobile) to confirm the arrangements.

You must:

- ensure your student has safe and appropriate transport to and from the College, extra-curricular activities, medical appointments and other routine activities;
- ensure that your student obtains the College's written consent before participating in any non-routine travel and/or activities (including any non-routine travel with you);
- not permit your student to undertake high-risk activities; and
- immediately notify us if you become aware that your student intends to participate or has participated in a high-risk activity, non-routine travel or non-routine activity without our approval.

## **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 endeavours 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 to the College if you are unable to host the student due to a family holiday or other personal commitments. The College will organise a temporary approved Homestay for the student in your absence. Homestay families are not permitted to organise these temporary arrangements or contact other families themselves;
- not allow your student to be unsupervised overnight;
- only permit your student to stay away overnight or undertake any non-routine travel or activity if your student has the College's written approval;
- immediately advise the College if you have any concerns for your student's health, safety or wellbeing;
- never leave your student to supervise younger children, even for a short time.

## **The 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;
- assist your student to attend College on time;
- as soon as reasonably practicable, initiate discussion with the College if the Homestay Family has concerns regarding the student's academic progress, attendance, personal welfare or wellbeing;
- attend interviews conducted by the College in relation to the student;
- notify the College if your student is late to class.

## **Medical and Emergency Situations**

The Homestay Family must:

- if any serious incident, accident or medical emergency involving the student occurs, promptly notify the College;
- notify the College if your student suffers harm, an illness or injury;
- 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;
- where practicable, arrange for invoices in connection with the medical expenses to be sent directly to the college for processing of payment;
- notify the College directly if your student will be absent from College due to illness. Students are not permitted to contact the College themselves to report their absence.

## **Safety**

The Homestay must:

- notify us immediately if you suspect or become aware that your student has been harmed or is at risk of harm;
- notify the College 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;
- inform the College 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;
- notify us immediately if you suspect or become aware that any person has been harmed by or is at risk of harm from your student;
- notify the College immediately if you suspect or become aware that your student has been involved in a breach of the Student Code of Behaviour Policy (for example, drinking alcohol, use of illegal drugs, breach of the Travel/Activities clause in this document).

## **Homestay Code of Conduct**

The Homestay Family must:

- ensure that all people in the home should 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 (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.
- comply with the Homestay Code of Conduct as issued by the College.

## **Homestay Fees**

- the College will, on behalf of the student, pay to the College the Homestay Fess 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;
- Homestay families will be emailed a remittance slip for the fortnightly payment displaying dates;
- Homestay families must notify the College if their email address details have changed;
- if the College overpays you, we may reduce your future Homestay fees by the amount of the overpayment or require you to repay the overpayment to us within 14 days. The overpayment will be a debt due and owing to us by you;
- if you have a question or concern about the payment of Homestay fees, you must contact us.

## **Behaviour Management**

- you must notify 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 with us may be cancelled;
- you must never subject your student to physical punishment or verbal abuse.

## **Communication with the College**

The Homestay Family must:

- provide the College with Homestay 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 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;
- allow the College to access the Homestay Residence for the purposes of conducting periodic assessments of the Homestay Family's compliance with the terms and conditions of this agreement and the ongoing suitability of the accommodation for the student.

## **Moving a Student**

### **Moving a student by the College**

- we may move your student from your home if we provide you with two (2) weeks prior written notice or as mutually agreed between the College and the Homestay Family;
- we may move your 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 there is a breach of strategy;
  - if you fail to ensure that the information we hold about you is correct, complete and current;
  - in an emergency or critical incident.

### **Moving a student at the Homestay's request**

- if you are unable to host your student for any reason you must notify the College as soon as possible;
- if you are able, but would prefer not to host your student, you may request the College to move your student temporarily or permanently by giving at least 2 (2) weeks written notice. We will use our best endeavours to move your student to a different home;
- we will not move students at your request within the first four (4) weeks of a Homestay placement unless there are exceptional circumstances.

## **Termination / Withdrawal / Suspension / Cancellation from the College Homestay Program**

### **Withdrawal by the Homestay Family**

- if you do not have a student living with you, you may withdraw from the Homestay program at any time by providing two (2) weeks prior written notice to the College;
- if you have a student living with you, you may withdraw from the Homestay program at any time by providing four (4) weeks prior written notice to the College.

## **Suspension**

- if you are in breach of this Agreement we may give you a notice explaining what you must do to remedy the breach and we may suspend your registration until the breach has been remedied;
- if we suspend your registration we will move your Student out of your home;
- you are not entitled to Homestay fees for a payment period in which we suspend your registration. Any Homestay fees paid to you for a payment period in which we suspend your registration must be repaid to us as an overpayment;
- if you have been provided written notice by the College regarding renewal of your Blue Card, and you have not completed and submitted the application 30 days prior to your card expiring, your student will be removed from your home until your new Blue Card has been approved and issued, and the College notified by Blue Card Services.

## **Termination / Cancellation**

We may immediately terminate this agreement and we may cancel your registration as a Homestay Family if you:

- fail to comply with a notice to remedy a breach;
- commit repeated breaches;
- commit a material breach;
- commit a breach that is incapable of remedy;
- fail to comply with Homestay compliance as required by the College and Queensland Legislation;
- failure to attend the annual Student Protection and Homestay Meeting;
- completion and submission of all documentation relating to the Homestay College program.

## **Complaints**

If you have a complaint about your student or the Homestay program, you may notify the College and we will try to resolve the complaint informally.

If your complaint cannot be resolved informally, you may submit a complaint in writing by;

- email to the Principal: [SBain@sjac.qld.edu.au](mailto:SBain@sjac.qld.edu.au) with “complaint – Homestay Family” in the subject line of your email; or
- by post addressed to the Principal, to St John’s Anglican College, PO box 4078, Forest Lake QLD 4078

## **Student Placements**

- St John’s Anglican College do not guarantee that we will place students with you or that a student will stay with you for the duration of their program with the College;
- the College endeavours to allocate students to Homestay families based on student requests and suitability.

## **Insurance and Damage**

- the Homestay Family (home owner / rental property) must obtain and maintain at all times, 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 Families are required to submit certificate of insurance at time of registration, and every year upon renewal;
- check whether your policy of insurance covers you for injury to your student while in your care or damage a student may cause to your property;

- discuss your individual insurance requirements with your insurer to ensure you have adequate cover;
- advise the College as soon as reasonably practicable of any damage done to your property caused by your student.

### **Release, Discharge and Indemnity**

You release, discharge and indemnify the College (including our employees, contractors, volunteers and agents) against all liability, loss, costs and expenses (including legal fees, costs and disbursements) ("Claims") arising from or incurred in connection with your or your Student's participation in the Homestay program, except to the extent that the Claims were caused or contributed to by the College's negligent acts or omissions.

### **Governing Laws (Compliance)**

The Homestay Family must comply with any laws, standards or codes relevant to your obligations under this Agreement.

### **No representation or reliance**

The Homestay Family acknowledge and confirm that you do not enter into the Homestay program in reliance on any representation or other inducement by or on behalf of us, except for representations or inducements expressly set out in this Agreement.

### **No Agency**

You must not act as or represent yourself to be our agent. You cannot promise or consent to anything on behalf of the College (including your Student's College, St John's Anglican College or the Department of Education and Training).

### **Changes to the Terms and Conditions of this Agreement for Homestay Families**

These Terms and Conditions for Homestay Families may be amended by the College from time to time. Any changes will be the same for all Homestay Families. We will provide the Homestay families with at least three (3) 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 (see 'Withdrawal by the Homestay Family').

### **Privacy**

#### **Homestay Family Information**

- 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.

## Your Privacy

The College collect your personal information when you apply to be a Homestay Family and, if your application is approved, while you are a registered as a Homestay Family.

We may record, use and disclose your personal information for the purpose of assessing your application to become an approved Homestay Family, maintaining a register of approved and nonapproved Homestay families, administering this agreement, administering the Homestay program generally (including discharging our duty of care to students in the College Homestay program), complying with Australian laws and our policies and procedures. Records are retained and disposed of in accordance with the *Public Records Act 2002*.

Where a student is placed with you, there will be ongoing communication and exchange of information, including your personal information, between the College, you, your Student, your Student's parents and your Student's education agent if they have one.

## Your student's 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);
- your access to your Student's personal information is subject to the information privacy law. You must not record, store, use or disclose (including on social media) your Student's personal information except:
  - to comply with this agreement;
  - to comply with the Strategy;
  - to communicate with College staff about your Student's welfare or the Homestay program;
  - as required or authorised by law; or
  - with the express consent of your Student or their parent (for example, seek permission before taking photographs of your Student and only share the photograph with their consent).



## DEFINITIONS

In this Agreement, the following definitions apply:

**“Agreement”** means the contract between you and St John’s Anglican College comprised of your Application to the College, our letter of acceptance to you, these Terms and Conditions for Homestay Families and the Strategy.

**“Application”** means St John’s Anglican College Homestay Family Application Form that you submitted to the College.

**“Blue Card”** means the positive notice and a blue card issued by Blue Card Services following successful assessment of a person’s eligibility to work or volunteer with children which involves a check of a person’s national criminal history (including all spent convictions, pending and non-conviction charges) and other disciplinary and police information. For more information see <https://www.bluecard.qld.gov.au/>.

**“Exemption Card”** means a positive exemption notice issued by Blue Card Services under the *Working with Children (Risk Management and Screening) Act 2000*.

**“Harm”** means any detrimental effect of a significant nature on a person’s physical, psychological or emotional wellbeing (and includes self-harm).

**“High-risk Activities”** include any activity which inherently poses an increased risk of Harm, illness or injury. It does not matter if the activity is undertaken in a controlled environment under appropriate supervision. Examples of High-risk Activities are extreme sports and recreational activities with dangerous elements.

**“Payment Schedule”** means the schedule attached to our letter of acceptance to you setting out the Homestay fees that we will pay you and the dates for the payments and includes any replacement payment schedule.

**“Routine Activities”** includes travel to and from the College or off-site College activities, everyday travel with you and normal domestic activities such as shopping, entertainment, sports, visiting friends and health care consultations. It does not include overnight stays away from the Homestay address.

**“Strategy”** means the DET International Risk Management Strategy for Homestays and Short Term Cultural Exchanges developed and implemented under section 171 of the *Working with Children (Risk Management and Screening) Act 2000* as in force at any given time.

**“Student”** means the student that we place with you and whom you host in your home under this Agreement.

**“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

**“The College”** means the State of Queensland through the Department of Education and Training and includes St John’s Anglican College and all Queensland State Colleges.

**“You”** means the applicants identified on St John’s Anglican College Homestay Family Application Form which was accepted by the College and who have been registered as approved Homestay providers by the College.

**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 hosting 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 College 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 this document; and
- by signing below, I am agreeing to be bound by the Terms and Conditions for Homestay Families set out in this document, and all applicable College policy updates.

**Please sign and return to the College**

| Homestay Family |  |                   |  |              |                   |
|-----------------|--|-------------------|--|--------------|-------------------|
| <b>Name 1:</b>  |  | <b>Signature:</b> |  | <b>Date:</b> | ___ / ___ / _____ |
| <b>Name 2:</b>  |  | <b>Signature:</b> |  | <b>Date:</b> | ___ / ___ / _____ |

| Administration Manager, International Program |              |                   |  |              |                   |
|---|--------------|-------------------|--|--------------|-------------------|
| <b>Staff Name:</b>                            | Fiona Rowell | <b>Signature:</b> |  | <b>Date:</b> | ___ / ___ / _____ |