

TERMS AND CONDITIONS FOR HOMESTAY PROVIDERS



Queensland
AUSTRALIA

endless opportunities

THIS AGREEMENT

Your Agreement with us is comprised of:

- a) your Application to us;
- b) our letter of acceptance to you;
- c) these Terms and Conditions for Homestay Providers; and
- d) the Strategy as in effect at any given time.

The laws in force in the State of Queensland, Australia govern this agreement.

ACCOMMODATION

Your home

You must provide your Student with accommodation including:

- a) a clean and tidy household with access to shared living areas;
- b) reasonable gas, electricity, heating and water;
- c) a safe, secure bedroom for your Student's sole use, with a bed and suitable storage space for clothes, personal effects and study materials;
- d) study facilities including a desk, a chair, and adequate lighting;
- e) kitchen, bathroom and laundry facilities;
- f) household items such as towels, sheets, blankets, eating and cooking utensils; and
- g) any keys, alarm codes or passwords required for your Student to have free 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).

Inspections

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

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 host more than two international students in your home at the same time. If two students are hosted, they must not be from the same nationality or linguistic or cultural background unless we have given you approval in writing.



Meals

You must provide your Student with three meals each day and reasonable access to snacks.

Meals should be nutritious and in accordance with your Student's dietary and medical needs.

TRAVEL AND ACTIVITIES

Supervision

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:

- a) ensure your Student is appropriately supervised outside school hours;
- b) not allow your Student to be unsupervised overnight;
- c) monitor your Student's social and recreational activities;
- d) only permit your Student to stay away overnight or undertake any non-routine travel or activity if your Student has our prior written approval;
- e) immediately advise us if you have any concerns for your Student's health, safety or wellbeing;
- f) never leave your Student to supervise younger children, even for a short time;
- g) use your best endeavours to assist your Student to comply with school rules and their enrolment agreement with us (including our Standard Terms and Conditions for Education Queensland International's students); and
- h) immediately notify us if you are permanently or temporarily unable to host or ensure appropriate supervision of your Student.

School

You must:

- a) take your Student to school on their first day;
- b) assist your Student to attend school, on time, every school day;
- c) encourage your Student to comply with the Education Queensland International Course Progress procedure (for example, by encouraging them to complete homework and to study);
- d) 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); and
- e) assist your Student to participate in extra-curricular activities arranged or recommended by the school.

Transport, travel and activities

If we ask you to collect your Student from the airport when they first arrive in Australia without one of our staff being present, and you agree, you must notify us that your Student has arrived, once your Student is in your care.

You must:

- a) ensure your Student has safe and appropriate transport to and from school, extra-curricular activities, medical appointments and other Routine Activities;
- b) ensure that your Student obtains our prior written consent before participating in any high-risk activity and/or non-routine travel and/or activities (including any non-routine travel with you); and
- c) 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.

Driving

You must not permit your Student:

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

A Student may only drive a vehicle:

- a) while using a Queensland driver's licence;
- b) if the vehicle is registered under the student, parent or legal custodian's name;
- c) the vehicle is subject to full comprehensive insurance that has coverage for an at-fault driver; and
- d) with approval from the student's parent or legal custodian.

The Student may, with the permission their parent or legal custodians, undertake driving lessons with a professional driving instructor when holding a Queensland learner licence.

You must not permit your Student 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.

Swimming

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

CONDUCT AND BEHAVIOUR

Standard Terms and Conditions

We require your Student to comply with the Standard Terms and Conditions for our international students.

You must notify us immediately if you suspect or become aware that your Student has been involved in a breach of the Standard Terms and Conditions (for example, drinking alcohol, use of illegal drugs, breach of the 'Travel and Activities' clause).

Conduct by you, your residents and your visitors

You must ensure you and everyone in your home complies with the Strategy and the legislation governing Blue Cards in Queensland.

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:

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

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.

FEES AND PAYMENT

We will pay you homestay fees for the period that you host your Student in your home. The amount of homestay fees and the dates that we will pay you are indicated in the Payment Schedule. If you do not host your Student for part of a payment period we may reduce the homestay fee payable for that payment period in proportion to the time that you do not host your Student.

We may vary the Payment Schedule by giving you a new Payment Schedule. The new Payment Schedule will replace the previous Payment Schedule from the effective date specified in the new Payment Schedule. We will use our best endeavours to give you at least four weeks' written notice before a new Payment Schedule becomes effective.

If we overpay 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.

You must never request homestay fees directly from your Student.

If you have a question or concern about the payment of homestay fees, you must contact us.

MOVING A STUDENT

Moving a student by us

We may move your Student from your home if we provide you with two weeks prior written notice. 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:

- a) 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);
- b) if there is a breach of this Agreement;
- c) if there is a breach of the Strategy;
- d) if you fail to ensure that the information we hold about you is correct, complete and current; or
- e) in an emergency or critical incident.

Moving a student at your request

If you are unable to host your Student for any reason you must notify us as soon as possible.

If you are able, but would prefer not to host your Student you may request us to move your Student temporarily or permanently by giving at least four weeks prior written notice. We will use best endeavours to move your Student to a different home.

We will not move students at your request within the first four weeks of a homestay placement unless there are exceptional circumstances.

SAFETY AND MEDICAL

Medical and Emergencies

You must:

- a) assist your Student to attend any routine medical, dental, hospital or other health-related appointments; and
- b) notify us if your Student suffers Harm, an illness or injury.

If an emergency or critical incident occurs, you must:

- a) obtain any necessary emergency medical assistance for your Student; and
- b) notify us immediately.

Safety

You must notify us immediately if you suspect or become aware that your Student has been Harmed or is at risk of Harm.

You must 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.

You must inform 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.

You must 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.

Blue Cards and Exemption Cards

You and every other adult resident in your home must hold a Blue Card or an Exemption Card. You must seek advice from Blue Card Services if you are not sure about your obligations.

You must immediately notify us 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.

INFORMATION AND COMMUNICATION

Communication with your Student

If you need help communicating with your Student, you should contact us for assistance.

Communication with us

You may communicate with us as specified in Schedule 1 – Contacts. The appropriate contact will differ depending on the nature of the communication.

You must:

- a) maintain regular contact with us to discuss the homestay placement and your Student's wellbeing;
- b) meet with school staff, as required; and
- c) use reasonable endeavours to attend orientations, meetings and information sessions arranged by us in relation to the homestay program.

QParents

If you are registered as the QParents account owner for your Student, you must:

- a) invite your Student's parents to be delegated viewers and nominate that they can view all information sets; and
- b) not allow any other person to be a delegated viewer unless we give you written instructions to the contrary.

Your 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 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 information privacy law. You must not record, store, use or disclose (including on social media) your Student's personal information except:

- a) to comply with this agreement;
- b) to comply with the Strategy;
- c) to communicate with school staff about your Student's schooling, welfare or the homestay program;
- d) as required or authorised by law; or
- e) 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).

Your privacy

We collect your personal information when you apply to be a homestay provider and, if your application is approved, while you are a registered as a homestay provider.

We may record, use and disclose your personal information for the purpose of assessing your application to become an approved homestay provider, maintaining a register of approved and non-approved homestay providers, administering this agreement, administering the homestay program generally (including discharging our duty of care to students in the EQI 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 us, you, your Student, your Student's parents and your Student's education agent if they have one.

Complaints

If you have a complaint about your Student or the homestay program you may notify us and we will try to resolve the complaint informally.

If your complaint cannot be resolved informally you may complain in writing:

- a) by email to EQInternational@qed.qld.gov.au with "complaint – homestay provider" in the subject line of your email; or
- b) by post to EQI Complaints, PO Box 15050, City East Qld 4002.

WITHDRAWAL, SUSPENSION AND CANCELLATION

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.

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.

Termination and Cancellation

We may immediately terminate this agreement and we may cancel your registration as a homestay provider if:

- a) you fail to comply with a notice to remedy a breach;
- b) you commit repeated breaches;
- c) you commit a material breach;
- d) you commit a breach that is incapable of remedy; or
- e) 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).

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

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

GENERAL

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 with us.

Insurance and damage

You must:

- a) (if you are a home owner) obtain and maintain home and contents insurance (including legal liability insurance of no less than \$20 million);
- b) (if you rent your home) obtain and maintain contents insurance (including legal liability insurance of no less than \$20 million);
- c) provide us with a certificate of currency of the insurance, if requested;
- d) 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;
- e) discuss your individual insurance requirements with your insurer to ensure you have the insurance coverage that is right for your circumstances; and
- f) advise us 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 us (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 our negligent acts or omissions.

Compliance with laws

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

No representation or reliance

You 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 us (including your Student's school, Education Queensland International or the Department of Education and Training).

Changes to Terms and Conditions for Homestay Providers

These Terms and Conditions for Homestay Providers may be amended by us 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 (see 'Withdrawal by you').

DEFINITIONS

In this Agreement, the following definitions apply:

“Agreement” means the contract between you and us comprised of your Application to us, our letter of acceptance to you, these Terms and Conditions for Homestay Providers and the Strategy.

“Application” means the Education Queensland International Homestay Provider Application Form that you submitted to us.

“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” means any activity which inherently poses an increased risk of Harm, illness or injury. 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 school or off-site school 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 Department of Education 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.

“Us” or “We” means the State of Queensland through the Department of Education and includes Education Queensland International (EQI) and all Queensland State schools.

“You” means the applicants identified on the Education Queensland International

Homestay Provider Application Form which was accepted by us and who have been registered as approved homestay providers by us.

SCHEDULE 1 - CONTACTS

(to be completed by the school)

| Title | Name | Phone number | Email |
|--|------|--------------|-------|
| 24/7 emergency contact telephone number | N/a | | N/a |
| International student coordinator | | | |
| Homestay coordinator | | | |
| Person to contact about payments | | | |
| Principal | | | |
| EQI contact | | | |