



## HOMESTAY CARER AGREEMENT

(For use when the School arranges homestay accommodation for international students at the School)

This is an agreement between the Homestay Carer, being a residential caregiver, and the School (the **Agreement**).

Name of school: \_\_\_\_\_ (the **School**)

Homestay carer's full name: \_\_\_\_\_

Homestay carer's full name: \_\_\_\_\_ (together the **Homestay Carers**, each a **Homestay Carer**.)

Homestay carer's address: \_\_\_\_\_  
\_\_\_\_\_ (the **Residence**)

### TERMS

For the purposes of this Agreement the following terms shall have the following meanings:

**Homestay** has the meaning as set out in the Code. For the avoidance of doubt, this means accommodation provided to an international student in the residence of a family or household in which no more than four (4) international students are accommodated.

**Residential Caregiver** has the meaning as set out in the Code and for the purposes of the Agreement, includes a homestay carer.

### AGREEMENTS

1. The term of the Agreement is for a consecutive 12 months from the date of signing by both parties (the Term). Unless otherwise mutually agreed, the Term automatically renews unless a notice of termination has been provided in writing from one party to the other.

### HOMESTAY CARER/S

2. The role of the Homestay Carer/s is to act as a residential caregiver for the School to provide homestay accommodation in accordance with the Education (Pastoral Care of International Students) Code of Practice 2016 (the Code) for international students attending the School
3. The Homestay Carer/s agree to support all students in their care to abide by all rules and expectations set by the School.

4. The Homestay Carer/s have read and agree to comply with the requirements for Host Families set out in the School Homestay Manual.
5. The Homestay Carer/s agree that the accommodation provided is welcoming, caring, safe, positive and is a healthy environment for students, and complies with the relevant sections of the Code.
6. The Homestay Carer/s agree to provide appropriate levels of care where an international student in their care is unwell or injured, including caring for the student at home and taking the student to visit a doctor when required.
7. The Homestay Carer/s will obtain the prior approval of the School before a student in their care stays overnight in any accommodation that is not supervised by the Homestay Carer/s or organised and supervised by the School.
8. The Homestay Carer/s will immediately inform the School if they become aware of, or have any reason to believe that a student in their care, is engaging in any at-risk behaviours or behaviours that breach the school's code of conduct for international students.
9. The Homestay Carer/s will immediately inform the School of any changes whatsoever that may impact the care provided to the student by the Homestay Carers, and the Agreement.
10. The Homestay Carer/s will provide the School with no less than fourteen days (14) days prior notice of any changes relating to the family's circumstances that may affect the Agreement. This includes, but is not limited to, any change of Residence or any change to the number of adults eighteen (18) years of age or over living at the Residence.
11. For the avoidance of doubt, when at any time, the Homestay Carer/s has a student or students in their care who are enrolled at the School, they agree not to provide accommodation to other fee-paying guests without the prior approval of the School.
12. When at any time, the Homestay Carer/s have a student or students in their care who are enrolled at the School, they agree not to act as a homestay carer for any other student, whether enrolled at the School or any other school, without prior approval from the School.
13. The Homestay Carer/s agree not to negotiate the payment of any addition fees whatsoever with the student and/or natural parents. For the avoidance of doubt, any additional payments must be negotiated by, and agreed to, by the School.
14. The Homestay Carer/s agree that all household members who are eligible for vaccination against Covid-19 and required to be vaccinated by a Public Health Order or policy of the School, will be fully vaccinated. The Homestay Carer/s agree to provide the school with satisfactory evidence of vaccinations against Covid-19 as required.

15. The Homestay Carer/s will immediately inform the School of any changes to the number of household members residing at the home of the Homestay Carer who are 18 years of age and over and are eligible to be vaccinated. The Homestay Carer/s agree that additional household members may not reside at the household unless they have prior agreement from the School and the additional household members have completed a Covid-19 Vaccination Declaration.
16. The Homestay Carer/s agree that the school will be unable to place or continue to place a student in their care unless all those eligible and required to be vaccinated against Covid-19 from time to time are fully vaccinated.

## **THE SCHOOL**

17. The School agrees to pay the Homestay Carer a fee in return for providing homestay accommodation for international students in accordance with the Agreement. The School will advise the Homestay Carer/s of the fee and schedule for payments when a student is placed for homestay accommodation.
18. The School may agree to pay the Homestay Carer a holding fee to be agreed between the parties from time to time to hold homestay accommodation for periods where a student is absent from the homestay accommodation and no other fee is payable. The holding fee must be agreed in advance by the School and a student's parents. For the avoidance of doubt, no holding fees will be paid without prior approval, in writing, from the School.
19. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular visits to the Residence and meetings with any student placed at the Residence and the Homestay Carer/s.
20. The School may remove a student from the Homestay Carer/s at any time without prior notice or agreement at the sole and absolute discretion of the School and this may terminate the Agreement.
21. The School has provided, and the Homestay Carer/s have read and understood, relevant information about the requirements of being a residential caregiver including the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the Code) relevant to residential caregivers.
22. The School agrees that all information regarding the Homestay Carer in providing accommodation will be kept confidential, except disclosure to students or their parents or legal guardians, to any professional consultant or such person where it is in the interests of students placed at the Residence to provide the information or pursuant to any statutory or other legal duty.
23. The School agrees that information concerning the Covid-19 vaccination status of the Homestay Carer/s and their household will only be used for the purpose of deciding on the placement of an international student in the care of the Homestay Carer/s. For the avoidance of doubt, information

concerning the Covid-19 vaccination status of the Homestay Carer/s and their household will be used and stored in accordance with the requirements of the Privacy Act 2020.

24. Contact information for the Homestay Carer/s may be shared with the School's homestay carer community for the purposes of communicating with other homestay carers and will not be passed on to any other parties or used for any other purpose without written agreement from the Homestay Carer/s.
25. The School may use photographs and/or video of the Homestay Carer/s for the purpose of sharing and promoting international education at the School.

## **TERMINATION**

26. This Agreement may be cancelled by either party giving fourteen (14) days written notice.
27. Failure by the Homestay Carer/s to provide the homestay care in accordance with requirements set out by the School may result in termination of the Agreement.
28. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies.

## **SIGNING**

### **HOMESTAY CARER/S:**

By signing below, the Homestay Carer/s confirm that they

- have read the Agreement and agree to be bound by it in all respects
- have read and understood the Homestay Manual and have discussed with the School any concerns or questions they have about the responsibilities of being a homestay carer.

Name: \_\_\_\_\_  
(Homestay Carer)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Homestay Carer)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **SCHOOL:**

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School and confirms that the School will be bound by the Agreement in all respects:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## DOCUMENT UPDATES

November 2021

Clauses 15 and 16 have been added to capture Covid-19 vaccination requirements.

## DOCUMENT UPDATES

July 2020

1. In clause 2, the following words have been deleted: *as set out in the (name of school) school insert title Homestay Caregivers Handbook*
2. Clauses 4 and 6 have been added
3. In clause 5, we have added the words *welcoming, caring*.
4. In clause 8, we have added the words, *or behaviours that breach the school's Code of Conduct for International Students*.
5. Clause 11 has been added
6. The wording of clause 12 has been amended for consistency
7. Clause 13 has been added
8. In clause 14, we have added the words, *and schedule of payments*
9. In clause 15, we have added the word, *may* in the first line, and also added the words, *The holding fee must be agreed in advance by the School and the Student's parents. For the avoidance of doubt, no holding fees will be paid without prior approval, in writing from the School*.
10. The wording of clause 16 has been changed.
11. In the signing section, we have added, *have read and understood the (Name of Document, eg Homestay Caregivers Handbook) and have discussed with the School any concerns or questions they have about the responsibilities of being a homestay carer*.