

## PART FOUR:

**PLEASE COMPLETE THE DESIGNATED CAREGIVER AGREEMENT ONLY IF THE STUDENT WILL BE LIVING WITH A DESIGNATED CAREGIVER WHILE ENROLLED AT THE SCHOOL.**



### DESIGNATED CAREGIVER AGREEMENT

(Required when placing a student with a Designated Caregiver)

This is an agreement between the Parent/s, the Designated Caregiver and the School (the **Agreement**).

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

Student's Name: \_\_\_\_\_ (the **Student**)

Name of parent one: \_\_\_\_\_

Name of parent two: \_\_\_\_\_ (together the **Parents**, each a **Parent**)

Name of caregiver one:  
(relative or close family friend): \_\_\_\_\_

Name of caregiver two:  
(e.g. partner of relative or Close family friend): \_\_\_\_\_ (together the **Designated Caregivers**, each a **Designated Caregiver**)

Address: \_\_\_\_\_ (the **Residence**)  
\_\_\_\_\_

### AGREEMENTS

1. The Student and the Parents are parties to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are considered to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver/s will provide residential care for the Student while enrolled as an international student at the School.
3. The School has provided, and the Designated Caregiver/s has read and understood, the sections of the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code) relevant to residential caregivers and the School's Information for Designated Caregivers and agrees to act as Designated Caregiver to the Student according to these requirements.
4. For the avoidance of doubt, the Designated Caregiver/s agree that the accommodation provided is caring, safe, positive, is a healthy environment, and supports the Student to achieve their academic goals.
5. The School agrees that all information regarding the Designated Caregiver/s relating to the Agreement will be kept confidential, except disclosure to the Student or their parents or their legal guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or according to any statutory or other legal duty.
6. Approval is required from the School before the Student's placement with the Designated Caregiver/s.
7. The Designated Caregiver/s agrees that approval will be provided only after appropriate safety and other checks have been completed by the School in accordance with the Code and School policies.
8. Failure by the Designated Caregiver/s to provide the residential care required by the School and the Code may result in the School's approval of the Designated Caregiver/s being withdrawn.
9. The Designated Caregiver/s agree to support the Student to abide by all rules and expectations set by the School. This includes no smoking or alcohol consumption under ANY circumstances. Students at Carmel College may not own or drive a motor vehicle.
10. In the event the school withdraws its approval of the Designated Caregiver/s, the Agreement is terminated and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.



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11. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver/s and this may include regular visits to the Designated Caregiver/s and meetings with both the Student and the Designated Caregiver/s.
12. The Designated Caregiver/s will provide the School with fourteen days (14) days prior notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults living at the Residence. For the avoidance of doubt, an adult is a person 18 years of age or older.
13. The Parent/s agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver/s.
14. The Student will treat the accommodation provided by the Designated Caregiver/s ("Accommodation") with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.
15. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the school policies.
16. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email.

## SIGNING

By signing this agreement the Student, the Parent/s and the Designated Caregiver declare that the Designated Caregiver is eligible to be a Designated Caregiver under the Code (being someone who is personally known to the Student and/or Parent(s) as a relative or close friend and meets the other requirements of the Act and the Code). **The Designated Caregiver may NOT be an agent for the Student.**

### Parent/s:

By signing below, the Parent/s confirm that they have read the Agreement and agree to be bound by it in all respects: (please initial each page)

NAME	SIGNATURE	DATE

NAME	SIGNATURE	DATE

### Designated Caregiver:

By signing below, the Designated Caregiver/s confirms they have read the Agreement and agrees to be bound by it in all respects:

NAME	SIGNATURE	DATE

NAME	SIGNATURE	DATE

### School:

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

NAME	SIGNATURE	DATE