HOMESTAY CARER AGREEMENT

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

Name of school: Pompallier Catholic College (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 Tertiary and International Learners) Code of Practice 2021 (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 Terms, Conditions and Guide for the Provision of Homestay Accommodation.

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.

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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 additional 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 information regarding the student(s) in their care will be kept confidential, and that the Homestay Carer/s will abide by all requirements of the Privacy Act 2020.

15. The Homestay Carer/s agree that it is their responsibility to insure their property against damage by a student in their care, and understand that in most cases such damage is not covered by international student insurance policies.

THE SCHOOL

16. 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.

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17. 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.

18. 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.

19. 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.

20. 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 Tertiary and International Learners) Code of Practice 2021 (the Code) relevant to residential caregivers.

21. 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.

22. 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.

TERMINATION

23. This Agreement may be cancelled by either party giving fourteen (14) days written notice.

24. 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.

25. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies.

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SIGNING

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.

CIRCLE ONE: **Yes** **No**

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 Terms, Conditions and Guide for the Provision of Homestay Accommodation and have discussed with the School any concerns or questions they have about the responsibilities of being a homestay carer.

Name: _____ Signature: _____
(Homestay Carer)

Name: _____ Signature: _____
(Homestay Carer)

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: _____

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