

# Terms and Conditions for Study Tour Homestay Providers

These Terms and Conditions govern your relationship with the Department for Education. By applying to be an accredited study tour homestay provider, you agree to be bound by these Terms and Conditions. It is your responsibility to ensure that any person living or staying overnight in your home understands these Terms and Conditions and their obligations under it. These Terms and Conditions must be read in conjunction with the information you provide in the study tour homestay application form and information provided by the study tour host school.

## 1. Accommodation

### a) Your home

You must provide your student with accommodation and facilities including:

- a clean, appropriately furnished and warm/cool home and ventilated bedroom (natural light in student bedrooms is required)
- a safe and welcoming environment that will encourage students to experience life as a member of the family
- study facilities including a desk, a chair, and adequate lighting
- kitchen, bathroom and laundry facilities
- three meals each day and reasonable access to snacks (meals should be nutritious and in accordance with your student's dietary, medical and cultural needs)
- household facilities/appliances that comply with government legislation regarding safety standards
- an orientation within the family home, the use of facilities, appliances and security. This must include household protocols and safety rules about access and the use of shared facilities such as swimming pools, internet (included in homestay fees), telephone, mealtimes, visitors and bedtimes
- simple written information about home rules to help students remember
- any keys, alarm codes or passwords required for your student to have access to the homestay residence.

You must notify the study tour coordinator in writing as soon as possible in advance if you propose to materially change your home (e.g. by renovating or relocating).

### b) Inspections

In the event of an emergency or critical incident, you must allow the Study Tour Coordinator to inspect your home immediately throughout the study tour period.

### c) Other residents

You must provide the study tour coordinator with up to date details of all residents in your home, including short-term residents. You must notify the study tour coordinator as soon as possible in advance before a person moves in to or out of your home.

### d) Homestay fees

Study Tour Schools will pay homestay fees directly into your bank account, therefore it is essential to ensure the school has up to date bank details. If you have any questions in relation to homestay fee payments, please contact your study tour coordinator.

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## 2. Child Protection

### **a) Working with Children Checks**

In order to homestay a study tour student, you must ensure a satisfactory Working With Children Check (WWCC, previously Child Related Employment Screening) is acquired for all persons aged 18 years and over residing in the home or staying overnight. To maintain your study tour homestay accreditation, you and others living in the home are required to renew their WWCC before the expiry date.

### **b) Responding to Risks of Harm, Abuse and Neglect – Education and Care Training**

The homestay parent(s) is/are required to complete the Responding to Risks of Harm, Abuse and Neglect – Education and Care (RRHAN-EC) training course. Homestays will be responsible for ensuring they update their training before the expiry date and providing evidence of completion to the study tour coordinator.

## 3. Duty of care, conduct and behaviour

### **a) Duty of care**

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:

- accept responsibility for students during out of school hours and provide supervision appropriate to the age of students as would be reasonably expected of parents
- nurture, support and assist where required or requested, appropriate to the age of students
- support your student in their studies
- respond and report to school any suspicion of abuse and/or neglect of students
- ensure family members and visitors are respectful towards your students
- comply with legislation governing the use of alcohol, drugs and smoking in relation to minors, safety and generally acceptable social practices
- ensure students do not have access to literature, websites, movies and other materials that are not deemed appropriate for their age
- monitor your student's social and recreational activities
- not allow your student to be unsupervised overnight
- advise the study tour coordinator if the situation in your home with respect to adult supervision changes from that advised in your original application (even temporarily), eg. one homestay parent moves out of the family home
- advise the study tour coordinator if there are any changes in relation to your health or physical capacity that may impact your ability to care for the student(s) in your home
- never leave your student to supervise younger children, even for a short time
- immediately advise us if you have any concerns for your student's health, safety or wellbeing.

### **b) Conduct by you, your residents and your visitors**

You must ensure you and everyone in your home 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:

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- your student is not alone with you or another person (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.

You must understand that you are responsible for immediately notifying the study tour coordinator if you are, or a member of your family/household is:

- subject to allegations of misconduct
- reported, investigated, or arrested for a criminal offence
- charged with or convicted of a criminal offence

## **c) Behaviour management**

You must notify the study tour coordinator if you encounter a behaviour management issue that you are unable to resolve informally with your student. The study tour coordinator will have a range of strategies to deal with student misbehaviour. You must never subject your student to physical punishment or verbal abuse.

## **4. Withdrawal and Cancellation**

### **a) Withdrawal by you**

If you do not have a study tour student living with you, you may withdraw from the study tour homestay program at any time by providing two weeks' prior written notice to us.

### **b) Withdrawal of approval to host**

If you do not follow these Terms and Conditions the study tour coordinator will contact you to explain what you must do to rectify the problem and may suspend your approval to homestay until the problem has been corrected. If your approval to homestay is suspended, the school will move the student out of your home. You are not entitled to homestay fees for a payment period in which we suspend your approval to homestay.

### **c) Cancellation**

The study tour school may immediately cancel your approval as a study tour homestay provider if:

- you fail to comply with a notice to remedy a breach
- you commit repeated breaches
- you commit a material breach
- you commit a breach that is incapable of remedy
- or the school suspects or becomes aware that your student may be at risk of harm (in which case, the school may act without conducting an investigation into the truth of any allegations or concerns).

## **5. Moving students to a new homestay**

### **a) Moving a student by the study tour host school**

The school may move a student from your home if a request has been made (either by the student, natural parents or school) if deemed appropriate. The school may move a student from your home immediately and without notice if the school believes there are

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circumstances that warrant urgent action. Circumstances that warrant urgent action may include:

- if the school suspects or becomes 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 you fail to ensure that the information the school holds about you is correct, complete and current in an emergency or critical incident.

## ***b) Moving a student at your request***

- If you are unable or unwilling to homestay your student for any reason, you must notify your study tour host school as soon as possible.

## **6. Safety and medical**

### ***a) Medical***

You must assist your student to attend any medical, dental or other health-related appointments.

### ***b) Safety***

You must:

- contact your study tour coordinator or our 24 hour emergency phone (0401123205) immediately if you suspect or become aware that your student has been harmed or is at risk of harm
- notify your study tour coordinator 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
- notify your study tour coordinator 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.

### ***c) Emergencies***

If an emergency or critical incident occurs, you must:

- call 000 for an ambulance for any medical emergency
- call 000 for police assistance in any other emergency
- notify your study tour coordinator immediately.

## **7. Student activities**

### ***a) Driving***

You must not permit your student:

- to drive a vehicle
- to be a passenger in a vehicle driven by a driver with a learner licence (L-plates)
- 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 their school.

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## **b) Swimming**

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

## **8. Information and communication**

### **a) Communication with your student**

If you need help communicating with your student, you should contact your study tour coordinator for assistance.

### **b) Communication with your study tour school**

You must:

- maintain regular contact with the school to discuss the homestay placement and your student's wellbeing
- use reasonable endeavours to attend Study tour orientations, meetings and information sessions arranged by the school in relation to the study tour program.

### **c) School Expectations**

You must:

- pick your student up from school or organised location on the day they arrive
- assist your student to attend school, on time, every school day
- be responsible for ensuring your student gets to and from school (with supervision) safely each day
- notify the Study Tour Coordinator if the student will be late /absent
- assist your student to participate in activities arranged by the Study tour coordinator.

### **d) Information collection and privacy**

You must ensure that the information the school holds about you is correct, complete and current. You must notify the study tour coordinator if there is a change to any of the information that you provided on your initial application.

The study tour school collects your personal information when you apply to be a homestay. The school may record, use and disclose your personal information for the purpose of assessing your application, maintaining a register of accredited and non-accredited homestay providers, administering this agreement, administering the homestay program, complying with Australian and South Australian laws, policies and procedures. Records are retained and disposed of in accordance with the State Records Act 1997.

When a student is placed in your home, your name and contact details will be:

- provided to the education agent and/or overseas family, (possibly with photos of your family and home)

In addition, there will be ongoing communication and exchange of information, including personal information, between your study tour host school, the Department for Education, your student, your student's parents and your student's education agent (if applicable).

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## **e) Student 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 the bedroom).

Access to your student's personal information is subject to information privacy laws. You must not record, store, use or disclose your student's personal information except:

- to comply with this agreement
- to communicate with school staff about your student's schooling or welfare
- as required or authorised by law
- with the consent of your student or their parent (for example you should seek permission before taking photographs of your student and only share with their consent).

## **f) Grievance**

In the event of a dispute between you and your student that is unable to be resolved, you must contact the school's study tour coordinator promptly for assistance to resolve issues. You must also:

- ensure students have the 24-hour emergency phone number
- contact the study tour coordinator within 48 hours where there may be damage caused by the student to the home or facilities in the home.

## **9. General**

### **a) No guarantee**

Your study tour host school does not guarantee that students will place with you or that a student will stay with you for the duration of their program.

### **b) Compliance with laws**

You must comply with any laws, standards or codes relevant to your obligations under this agreement. You are responsible for ensuring compliance with any other regulations that may affect or be affected by you providing homestay for a student (e.g. Centrelink, Australian Taxation Office, local council requirements, building regulations).

### **c) Changes to Terms and Conditions for Study Tour Homestay Providers**

These Terms and Conditions for Study Tour Homestay Providers may be amended from time to time. Any changes will be the same for all homestay providers. You will be given 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.

### **d) Insurance**

Your home and contents insurance may not cover students in your home, so please check this with your insurance provider.

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## ***e) Consent for promotional purposes***

Any images/video footage that you may share with the school may be used for promotional purposes to promote the program. Parents/Legal guardians provide consent for their child to participate in any recordings/video footage/ photographs at the time of student's enrolment. Homestays will be notified if consent has not been provided. Please do not share images if consent was not provided.

## **10. Definitions**

In these Terms and Conditions, the following definitions apply: 'Student' means international student participating in a Study Tour Program.

'South Australian Government Schools' means government schools accredited with International Education Services to enrol international students.

'You' or 'Your' means the applicants identified on the study tour homestay application.

'Study Tour Coordinator' refers to trained school personnel who are responsible for the monitoring and care of the Study Tour International Students.

Approved on: 26/09/2022 Authorised by: Director, International Education