

Attachment 1

Homestay Terms and Conditions ('Conditions')

1. Homestay

This Agreement commences on the Commencement Date and ends on the Expected Completion Date, unless terminated earlier in accordance with its terms.

This Agreement is entered into on a non-exclusive basis.

General responsibilities

The Homestay Provider must provide the Homestay Services in accordance with this Agreement, and must:

- provide the Homestay Services to the Student during the Homestay Period;
- provide the Student with a safe, caring and supporting home environment;
- comply with all applicable School policies and procedures (as notified or made available to the Homestay Provider from time to time), and laws;
- participate in all mandatory training to ensure all responsibilities and obligations are understood;
- maintain open communication with the School and notify the School Representative of any concerns relating to the Student or the Homestay;
- not host more than three international students in the same Homestay at a given time unless prior approval has been granted by DE International Education Division;
- have a current satisfactory Working with Children Check (**WWCC**), provide the School Representative with a current copy of the WWCC and immediately notify the School Representative of any changes to the WWCC status;
- be aware of the Homestay Provider's responsibilities and the required processes to report all suspicions of harm to the Student as a result of child abuse or neglect, in accordance with the School's policies; and
- immediately notify the School Representative if at any anytime the Homestay Provider is unable or is likely to become unable, for whatever reason, to provide some or all of the Homestay Services.

Homestay environment

The Homestay Provider must meet the following minimum requirements when providing the Homestay Services:

- a separate single room for the Student's sole use with a bed and wardrobe;
- a clean and tidy household with access to shared living areas;
- three nutritious meals a day, seven days a week, with reasonable access to snacks and in accordance with the Student's dietary and medical needs;
- household items such as towels, linen, blankets, eating and cooking utensils;
- kitchen, bathroom and laundry facilities;
- reasonable access to utilities, including gas, electricity, heating and water;
- cleaning services of common living areas;
- study facilities including a desk, study light and bookcase;
- any keys, alarm codes or passwords required for the Student to access the Homestay; and
- working fire alarms throughout the home.

The Homestay Provider must provide the School Representative with notice in writing as soon as possible in advance if the Homestay provider proposes to materially change the Homestay (e.g. by renovating or relocating).

Homestay checks

The School Representative (or its nominee) will conduct:

- a Homestay assessment prior to the Student's arrival; and
- Homestay visits at least every six months after the initial Homestay assessment.

The School Representative may conduct Homestay visits more frequently if required, for example, following a Critical Incident.

The School Representative will give the Homestay Provider no less than two week's written notice prior to a Homestay visit being conducted (this can be a phone call followed by an electronic written message e.g. SMS or email).

The Homestay Provider must provide honest, accurate and complete information during the Homestay assessment, Homestay visits and throughout the duration of a student's stay.

Residents and visitors

The Homestay Provider must:

- provide the School Representative with details of all Residents, including name, date of birth and address (if residential address differs to the Homestay);
- ensure that all Residents over the age of 18 have undertaken a satisfactory WWCC;
- provide the School Representative with WWCC details of all people over the age of 18 who are Residents and notify the School of any changes to the WWCC details or status; and
- notify the School Representative if any Residents move in or out of the Homestay.

The Homestay Provider must make reasonable endeavours to ensure that all Residents and people visiting the Homestay, act in an appropriate and respectful way towards the Student. This includes, but is not limited to:

- developing positive relationships with the Student based on mutual trust and communication;
- supporting and assisting the Student to adjust to life and study in Australia;
- respecting the Student's privacy while acknowledging that privacy does not equate to isolation;
- acknowledge the significance of, and differences in, culture, customs, language and beliefs of the Student; and
- immediately notifying the School Representative if they are aware or have any concerns of any actual or suspected instance of child abuse or harm to the Student's wellbeing or welfare.

Critical incidents

The Homestay Provider must:

- be aware of the School's Critical Incident process and the Homestay Provider's role and responsibilities with respect to this process; and
- maintain up to date emergency contact details for the School.

In the event of a Critical Incident, the Homestay Provider must:

- ensure the immediate safety of the Student;
- notify the School Representative immediately following a Critical Incident that affects the Student and/or occurs in the Homestay;
- provide any necessary support (for example, accompanying the Student to the hospital); and
- allow the Homestay to be inspected immediately by the School Representative.

Medical

The Homestay Provider must assist and support the Student when they attend medical, dental, hospital or other health related appointments. This may include assistance in arranging transportation, scheduling appointments or accompanying the Student to appointments. If the Student requires medical support (whether this be as a result of a critical incident or as part of ongoing or occasional medical needs), the Homestay Provider will not be liable for costs associated with medical support.

Safety

If the Homestay Provider is subject to Child Safety Laws, the Homestay Provider must:

- comply with all Child Safety Laws; and
- immediately notify the School Representative of any compliance action taken against the Homestay Provider or a Resident by a regulatory authority under a Child Safety Law.

The Homestay Provider must notify the School Representative immediately if the Homestay Provider is:

- aware of any actual or suspected instances of child abuse;
- aware of any actual or suspected instances of harm to the Student's wellbeing or welfare;
- concerned for the safety of the Student; or
- concerned for the safety of others due to the behaviour of the Student.

Student behaviour management

The Homestay Provider must notify the School Representative if the Homestay Provider encounters a behaviour management issue that is unable to be resolved informally with the Student.

The Homestay Provider must not subject the Student to physical punishment or verbal, psychological or emotional abuse (including neglect).

2. Supervision and care

Supervision

The Homestay Provider must ensure that the Student is appropriately supervised at all times. The level of supervision required will vary depending on the Student's age and maturity.

The Homestay Provider must:

- not allow the Student to be unsupervised overnight;
- not allow the Student to invite friends over to the Homestay without prior permission;
- not allow the Student to supervise younger children;
- monitor the Student's social and recreational activities, including by knowing where the Student is going, with whom, and the expected time of return;
- only permit the Student to travel away from the Homestay where the travel has been approved by the School Representative and the Student's parent/legal guardian and in line with the DE (IED) Travel Policy;
- notify the School Representative immediately if the Homestay Provider is unable to ensure appropriate supervision for the Student;
- notify the School Representative immediately if the Student leaves the Homestay without notice or commences staying overnight away from the Homestay without permission;
- notify the School Representative immediately if the Homestay Provider has any concerns about the Student's part time work arrangements; and
- notify the School Representative immediately if the Homestay Provider becomes aware that the Student intends to participate or has participated in a high-risk activity and/or non-routine travel (as defined in the DE (IED) Travel Policy) without approval.

Driving

Provision of driving lessons to the Student or supervision of the Student as a learner driver requires prior approval by the School and are also at the discretion of the Homestay Provider.

Where the Homestay Provider chooses to supervise the Student, the Homestay Provider must abide by Victorian driving Laws and ensure that the Student's driving to or from the School is consistent with the School's driving policy (if there is one).

Swimming

The Homestay Provider must be mindful of the Student's swimming ability and familiarity with water.

The Homestay Provider should exercise caution and ensure supervision of the Student around home or public swimming pools, beaches and other bodies of water.

3. Schooling requirements

The Homestay Provider must:

- support and encourage the Student to attend School every day and on time;
- ensure the Student has safe and appropriate transport to and from School;
- notify the School Representative of any concerns they have about the Student's School attendance; and
- notify the School Representative of any absences of the Student from School in accordance with the School's policy.

The School will monitor the Student's course progress. If the Student encounters difficulties in completing the Student's course, the School may provide or arrange additional support, such as tutoring.

The Homestay Provider is not responsible for the Student's course progress, or for providing or arranging learning support. The Homestay Provider may voluntarily assist the Student by providing learning support, however this is not mandatory.

4. Fees

The Fees set out in the Contract Details are fixed and are inclusive of all costs and taxes incurred by the Homestay Provider in the provision of the Homestay Services.

If the Homestay Provider does not provide Homestay Services to the Student for part of a payment period, the Fees for the relevant payment period may be reduced proportionately, at the discretion of the School.

The entity responsible for payment of Fees to the Service Provider is listed in the Contract Details (“**Payer**”).

The Payer will transfer the Fees electronically to the Homestay Provider in accordance with the frequency and payment amount specified in the Contract Details.

If the Payer overpays the Homestay Provider, the Payer may reduce the future Fees by the amount of the overpayment or require the Homestay Provider to repay the overpayment within a reasonable period of time. The overpayment will be a debt due and owing by the Homestay Provider to the Payer.

The School sets homestay Fees. The Homestay Provider may not increase the Fees unless this has been set out in writing by the School.

If the Homestay Provider has a question or concern about the payment of the Fees, the Homestay Provider must contact the School Representative, not the student.

Bond

The School will retain, monitor and reimburse a Student’s Bond.

Within two weeks of the Student exiting the Homestay, the Homestay Provider may submit a claim to the School Representative for all or part of the Bond to cover outstanding Fees, cleaning, repair or replacement expenses that exceed normal ‘wear and tear’ in areas occupied by the Student.

5. Exiting the homestay and termination

Student exiting

Mutual agreement

At any time, this Agreement can be terminated with immediate effect if there is written mutual agreement between the Student, the Homestay Provider and the School Representative.

Parent/legal guardian or Student-initiated exit

The Student may only exit the Homestay prior to the Expected Completion Date where:

- the Student or their parent/legal guardian has received written approval from the School Representative; and
- the Student provides two weeks’ notice to the Homestay Provider.

If the Student exits the Homestay without the School’s approval and without providing the required two weeks’ notice, the Student will forfeit the Bond to the Homestay Provider, unless compassionate or compelling circumstances apply (which is to be determined by the School Representative).

Where:

- the Student’s parent/legal guardian initiates the exit of the Student from the Homestay;
- the Student initiates the Student’s exit from the Homestay; or
- the Student is no longer participating in the International Student Program,

this Agreement terminates on the date that the Student permanently exits the Homestay.

School-initiated exit

The School may authorise the temporary or permanent removal of the Student from the Homestay if the School has reason to believe that the Homestay Provider or a Resident:

- is not complying with these Conditions, Laws or applicable policies and procedures; or
- is or is at significant risk of committing an offence or engaging in conduct that detrimentally affects or may affect the Student’s welfare, wellbeing or safety.

If the removal of the Student is permanent, this Agreement terminates on the date which the Student exits the Homestay.

If the removal of the Student is temporary, this Agreement is suspended until the date that the Student returns to the Homestay.

Homestay provider termination rights

The Homestay Provider may terminate this Agreement (that is, cease to provide Homestay Services to the Student), by providing at least two weeks' written notice to the Student and the School.

School termination rights

The School may immediately terminate this Agreement if the Homestay Provider:

- fails to comply with a notice to remedy a breach of this agreement; such as failing to provide the child with an adequate standard of nutrition, medical care, shelter or supervision – see: <https://www.vic.gov.au/child-safe-standards-definitions> or isolating student from household activities;
- commits repeated breaches;
- commits a material breach; (i.e., the party fails to perform an essential obligation under a contract such that the purpose of the contract can no longer be achieved);
- commits a breach that is incapable of remedy;
- fails to disclose important information or provides false information to the School which impacts the Student's safety;
- fails to report any actual or suspected instances of child abuse or instances of harm to the Student's wellbeing or welfare to the School;
- has engaged in, or is reasonably believed by the School to have engaged in, fraud (such as exploiting students financially), collusion, improper, dishonest or criminal conduct or any other serious misconduct; or
- commits any act or does anything that is, in the opinion of the School, contrary to prevailing community standards, or is otherwise regarded by the public as unacceptable or which brings the reputation of the Homestay Provider into disrepute and as a consequence the School believes that its continued association with the Homestay Provider will be prejudicial or otherwise detrimental to the reputation of the School.

If a school determines that a homestay provider is unsuitable, they will send the homestay provider a letter advising that they may no longer be able to provide homestay related services in any Victorian government school and that the impending termination is open to complaint.

Complaints and Appeals

Homestay providers can complain about a possible termination decision and should contact the school principal in the first instance. Should the school principal uphold the decision to terminate the homestay provider, the school will refer the homestay provider to the [ISP Complaints and Appeals Process Guide](#). This guide provides an overview of the steps that homestay providers can take to deal with complaints and appeals relating to homestay accommodation, including the right to lodge a formal complaint to DE (IED)

If after a formal complaint takes place and DE (IED) upholds the decision to terminate the homestay provider, DE (IED) will advise the homestay provider in writing that their name will be added to a register of terminated homestay providers. This decision may be internally appealed, and appellants must lodge an internal appeal within 20 working days after the decision. For further information about appeals, please refer to the [ISP Complaints and Appeals Process Guide](#).

If the homestay provider is terminated, DE (IED) will add the homestay provider to a list of terminated homestay providers. If a terminated homestay provider wishes to reapply to be a homestay provider in the future, they will need to demonstrate to the school how they have remedied the circumstances, which led to their termination.

6. Complaints

Homestay provider complaints regarding international students

The Homestay Provider must contact the School Representative named in the ISP Homestay Responsibility Agreement, if there is any disagreement, dispute, discomfort, danger or concern about the Student or the Student's parent/legal guardian.

The School Representative will use its best endeavours to resolve any disagreements or disputes that may occur between the Student, the Student's parent/legal guardian and the Homestay Provider. If the complaint cannot be resolved, the school representative will escalate it to the principal who will review the complaint and evidence and decide on a course of action.

If a homestay provider is not satisfied with the principal's response, they can lodge a formal complaint to DE (IED) – see: [ISP Complaints and Appeals Process Guide](#). This guide provides an overview of the steps that homestay providers can take to deal with complaints and appeals relating to homestay accommodation.

Student complaints against homestay providers

If a complaint raised by a student cannot be resolved directly with the homestay provider, the student should contact the school representative named in the ISP Homestay Responsibility Agreement.

In the first instance, the school representative will obtain information and evidence from the complainant in support of their claim(s).

If a school representative deems that there is merit in the complaint, the school will then review and investigate the complaint.

If the complaint can be resolved and remedied, the school representative will advise both the complainant and the homestay provider of the proposed outcome and actions.

If the complaint cannot be resolved, the school representative will escalate it to the principal who will review the complaint and evidence and decide on a course of action (i.e. move the student into a new homestay).

If the complainant is not satisfied with the school's response, they can lodge a formal complaint to DE (IED) – see: [ISP Complaints and Appeals Process Guide](#).

If a breach of this Agreement is confirmed, the school may terminate the homestay (see School Termination rights section above).

7. Privacy

Student's privacy

The Homestay Provider must respect the Student's privacy. This includes ensuring that the Student is provided with privacy in their bedroom, bathroom and toilet.

The Homestay Provider's access to the Student's personal information may be subject to privacy Law.

In circumstances where the Student's personal information is not subject to privacy Law, the Homestay Provider must not record, store, use or disclose (including on social media) the Student's personal information except:

- to comply with this Agreement;
- to communicate with the School Representative about the Student's schooling, welfare or the Homestay arrangement;
- as required or authorised by Law; or
- with the express consent of the Student or the Student's parent/legal guardian.

Homestay Provider's and Resident's Privacy

The School collects the Homestay Provider's personal information and Resident's personal information when the Homestay Provider applies to be a homestay provider and while the Homestay Provider is engaged to provide Homestay Services.

The School may record, use and disclose the Homestay Provider's and Resident's personal information for the purpose of administering this Agreement, assisting DE (IED) to administer the International Student Program generally and to comply with Australian Laws or the policies and procedures of DE (IED) or the School.

Records are retained and disposed of in accordance with applicable Laws.

8. General

No guarantee

The School does not guarantee that the Student will stay with the Homestay Provider at the Homestay for the duration of the Student's participation in the International Student Program.

Insurance

The Homestay Provider must:

- (if the Homestay Provider is a homeowner of the Homestay) obtain and maintain home building and contents insurance policies that includes legal liability insurance of no less than \$20 million; or
- (if the Homestay Provider is renting the Homestay) obtain and maintain contents insurance that includes legal liability insurance of no less than \$20 million; and
- provide the School Representative with a certificate of currency of the insurance, if requested.

Note: The Homestay Provider should look at their current insurance policy schedule (provided by their insurer) to confirm the type or amount of the insurance coverage. General information about the insurance policy is also in the Key Fact Sheet that the insurer provided at the time the policy was purchased or renewed.

The Homestay Provider is responsible for:

- checking if the policy of insurance covers the Homestay Provider for personal injury to the Student while in the Homestay Provider's care or damage the Student may cause to the Homestay Provider's property;
- if the policy of insurance is not clear, discussing the Homestay Provider's individual insurance risks with the Homestay Provider's insurer so that the Homestay Provider has the insurance coverage that is right for the Homestay Provider's personal risk circumstances; and
- advising the School Representative as soon as reasonably practicable of any damage done to the Homestay Provider's property caused, or allegedly caused, by the Student.

Indemnity and release

The Homestay Provider releases, discharges and indemnifies the School Council (including the School Council's 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 the Homestay Provider's or the Student's participation in the International Student Program, except to the extent that the School Council's negligent acts or omissions caused or contributed to the Claims.

Compliance with all laws

The Homestay Provider must comply with any Laws, standards or codes relevant to the Homestay Provider's obligations under this Agreement.

No representation or reliance

The Homestay Provider acknowledges and confirms that the Homestay Provider does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of the School or DE (IED), except for representations or inducements expressly set out in this Agreement.

No agency

The Homestay Provider must not act as or represent itself to be the School's or DE (IED)'s agent. The Homestay Provider cannot promise or consent to anything on behalf of the School or DE (IED).

Amendments

The School may amend the Contract Details or these Conditions at any time if required by the School's operational requirements, or changes to Laws or DE (IED) policies or procedures. The School will provide the Homestay Provider with no less than one month's written notice before any changes take effect.

If the Homestay Provider does not agree to the amendments, the Homestay Provider may withdraw from the International Student Program by terminating this Agreement before the amendments take effect.

Counterparts

An exact copy of this Agreement may be signed separately by each party and the copies together treated as a single document.

Governing law

The Law of Victoria governs this Agreement. The parties agree that the courts of Victoria will have jurisdiction over this Agreement to the exclusion of all other jurisdictions.

Privacy Collection Notice

The Department of Education (the department), including the relevant school, will collect your personal information when you apply to become a homestay provider, during homestay visits and while you are registered as a homestay provider.

The department will collect your home address, contact details, date of birth, relevant family/household details, Working With Children Check records for household members over 18 and Victorian Institute of Teaching information (if applicable), observations about your home, including photos of your home and its facilities and records of any correspondence and/or issues raised against you by a student or school.

Use and Disclosure

The department collects and uses this information for the purposes of:

- administering appropriate ISP Homestay arrangements, including appropriate recordkeeping
- ensuring the safety and wellbeing of international students
- compliance with relevant legislation, including the *Migration Regulations 1994*, made under the *Migration Act 1958* (Cth) and the *National Code of Practice for Providers of Education and Training to Overseas Students 2018* (Cth) (National Code) for approving the accommodation, support and general welfare arrangements for international students.
- Maintaining a register of suitable/unsuitable homestay providers.

The department may also use or disclose personal information where allowable or mandated by law, or with your consent.

Security

Your personal information will be held by the department and the school you enter into an agreement with as a homestay provider. Your records will be stored securely in the Victorian International Students Information Tool (VISIT), which is a system owned and operated by the department and located in Victoria. Access to information is limited to staff in the department's - International Education Division who administer the ISP in schools, and the applicable Principal, International Student Coordinator, Homestay Coordinator and the 24/7 Contact of the school you have entered into an agreement with. All departmental and school staff are subject to the VPS code of conduct and relevant privacy policies – see: [<https://www.education.vic.gov.au/Pages/privacy.aspx>].

Access and Correction

You may request access and/or correction of information about you, held by the department. Providing ordinary administrative updates can occur by contacting the school directly. In some cases, the Freedom of Information process is appropriate which can be accessed via the department's website [link <https://www.vic.gov.au/freedom-information-requests-department-education>]

For more information about how the department handles privacy information please see the department's Privacy Policy [<https://www.education.vic.gov.au/Pages/privacypolicy.aspx>]

9. Definitions

In this Agreement, the following definitions apply:

Agreement means the Homestay Responsibility Agreement which consists of these Conditions, the attachments and the Contract Details.

Bond means the bond amount specified in item 8 of the Contract Details.

Child Safety Laws means any Laws that in any way relate to child safety, including the *Child Safety and Wellbeing Act 2005* (Vic).

Critical Incident means a traumatic event, or the threat of such (within or outside Australia), which causes extreme stress, fear or injury. Critical incidents may include, but are not limited to:

- missing students;
- severe verbal or psychological abuse;
- death, serious injury or any threat of these;
- natural disaster;
- issues such as domestic violence, physical, sexual or other abuse; and
- other non-life-threatening events.

Commencement Date means the date that the Homestay Provider commences providing Homestay Services to the Student at the Homestay as set out in item 5 of the Contract Details.

Expected Completion Date means the date that the Homestay Provider concludes providing Homestay Services to the Student at the Homestay as set out in item 5 of the Contract Details.

Conditions means these Homestay Services Terms and Conditions.

Department of Education (DE (IED)) – means the International Education Division (IED) within the Department of Education that administers the International Student Program in Victorian government schools, including the Homestay Program. IED is not a separate entity to DE. DE is the CRICOS registered provider.

Fees means the fees payable to the Homestay Provider for the provision of the Homestay Services as set out in item 4 of the Contract Details.

Homestay means accommodation provided by the Homestay Provider to the Student at the address set out in item 1 of the Contract Details.

Homestay Period means the period that the Homestay Provider will provide Homestay Services to the Student which starts on the Commencement Date and ends on the Expected Completion Date.

Homestay Provider means a family, a couple or a single person who provides Homestay Services to the Student and is named in item 1 of the Contract Details.

Homestay Services means the services set out in item 1 of the Contract Details.

Laws means the law in force in the State of Victoria and the Commonwealth of Australia, including common law and legislation.

Residents means people who live in the Homestay permanently or on a long-term basis of 30 days or more during a year. This includes people who frequently reside in the Homestay for short durations over a long term, for example weekly overnight stays in the Homestay for the duration of a year.

School means the school and includes the School Council that represents it.

Student means the international student who is participating in the International Student Program under a subclass 500 Student - Schools visa, has been issued a Confirmation of Appropriate Accommodation and Welfare Letter and who is named in Section B of the Contract Details.

Working with Children Check means a working with children check pursuant to the *Working With Children Act 2005 (Vic)*.