

附件 1

寄宿家庭条款与条件 (“条件”)

Attachment 1

Homestay Terms and Conditions ('Conditions')

1. 寄宿家庭 Homestay

除非根据条款提前终止，本协议从开始日期生效，到预计完成日期结束。

本协议是在非排他性基础上签订的。

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.

通用责任

寄宿家庭提供者必须按照本协议的规定提供寄宿家庭服务，并且必须：

- 在寄宿期内向学生提供寄宿服务；
- 为学生提供一个安全、关爱和支持的家庭环境；
- 遵守所有适用的学校政策和程序（定时通知或提供给寄宿家庭提供者）和法律；
- 参加所有强制性培训，以确保了解所有责任和义务；
- 与学校保持畅通的沟通，并将与学生或寄宿家庭有关的任何问题通知学校代表；
- 除非事先得到教育部国际教育处的批准，否则在同一时间内不得接待超过三名国际学生；
- 具备当前满足条件的与儿童工作核查资质（Working with Children Check 简称 WWCC），向学校代表提供 WWCC 的最新副本，并立即通知学校代表 WWCC 状态的任何变化；
- 了解寄宿家庭提供者的责任和必要的程序，根据学校的政策，报告所有怀疑因虐待或忽视儿童而对学生造成伤害的情况；以及
- 如果在任何时候寄宿家庭提供者不能或可能不能提供部分或全部寄宿家庭服务，无论何种原因，请立即通知学校代表。

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;

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- 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.

寄宿家庭环境

寄宿家庭提供人在提供寄宿家庭服务时必须满足以下最低要求：

- 一个单独的单人房间，供学生单独使用，有床和衣柜；
- 一个干净整洁的家庭，可以使用公共生活区；
- 每周七天、每天三顿营养餐，并根据学生的饮食和医疗需要，合理提供零食；
- 提供家庭用品，如毛巾、亚麻布、毯子、餐具和烹饪用具；
- 提供厨房、浴室和洗衣房设施；
- 合理使用公用设施，包括煤气、电力、暖气和水；
- 提供公共生活区的清洁服务；
- 学习设施包括书桌、学习灯和书柜；
- 学生进入寄宿家庭所需的任何钥匙、报警码或密码；以及
- 确保整个住宅的火灾警报器都正常运作。

如果寄宿家庭提供人提议对寄宿家庭房屋进行实质性的改变（如装修或搬迁），寄宿家庭提供人必须尽快提前以书面形式通知学校代表。

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).

寄宿家庭检查

学校代表（或其提名代表）将进行：

- 在学生抵达之前对寄宿家庭进行评估；以及
- 在最初的寄宿家庭评估后，至少每六个月进行一次寄宿家庭探访。

如有需要，学校代表可更频繁地进行寄宿家庭探访，例如，在发生重大事件后。

学校代表将在探访寄宿家庭提供人之前，向寄宿家庭提供人发出不少于两周的书面通知（这将是电话通知，然后再以电子书面信息通知，如短信或电子邮件）。

寄宿家庭提供者必须在寄宿家庭评估、寄宿家庭探访和学生居住期间提供诚实、准确和完整的信息。

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.

住户与访客

寄宿家庭提供者必须：

- 向学校代表提供所有住户的详细资料，包括姓名、出生日期和地址（如果住宅地址与寄宿家庭不同）；
- 确保所有 18 岁以上的住户都具备满足条件的 WWCC；
- 向学校代表提供所有 18 岁以上住户的 WWCC 资料，并将 WWCC 资料或状态的任何变化通知学校；以及
- 如果有住户搬入或搬出寄宿家庭，请通知学校代表。

寄宿家庭提供者必须做出合理的努力，确保所有住户和探访寄宿家庭的访客以适当和尊重的方式对待学生。这包括，但不限于：

- 在相互信任和沟通的基础上与学生建立积极的关系；
- 支持和协助学生适应澳大利亚的生活和学习；
- 尊重学生的隐私，同时承认隐私并不等同于孤立；
- 承认学生的文化、习俗、语言和信仰的重要性和差异；以及
- 如果他们知道或担心有任何实际或可疑的虐待儿童或损害学生福祉或福利的事件，应立即通知学校代表。

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.

重大事件

寄宿家庭提供者必须：

- 了解学校的重大事件处理程序以及寄宿家庭提供人在该程序中的作用和责任；以及
- 向学校提供最新的紧急联系信息。

在发生重大事件的情况下，寄宿家庭提供者必须：

- 确保学生的当下安全；
- 在发生影响到学生和/或发生在寄宿家庭的重要事件后，立即通知学校代表；
- 提供任何必要的支持（例如，陪同学生去医院）；以及
- 允许学校代表立即对寄宿家庭进行检查。

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.

医疗

当学生进行医疗、牙科、医院或其他与健康有关的预约时，寄宿家庭的提供者必须协助和支持他们。这可能包括协助安排交通、安排预约或陪同学生前往预约。如果学生需要医疗支持（无论是由于重大事件还是作为持续或偶尔的医疗需求的一部分），寄宿家庭提供者将不会承担与医疗支持相关的费用。

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.

安全问题

如果寄宿家庭提供者受到儿童安全法的约束，寄宿家庭提供者必须：

- 遵守所有《儿童安全法》；以及
- 如果监管机构根据《儿童安全法》对寄宿家庭提供者或居民采取了任何合规行动，应立即通知学校代表。

如果寄宿家庭提供者有以下情况，必须立即通知学校代表：

- 了解任何实际或可疑的虐待儿童事件；

- 了解有任何实际或可疑的虐待儿童或损害学生福祉或福利的事件；
- 担心学生的安全；或
- 由于该学生的行为而对他人的安全感到担忧。

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.

学生行为管理

如果寄宿家庭提供者遇到了无法与学生通过非正式方法解决的行为管理问题，寄宿家庭提供者必须通知学校代表。

寄宿家庭提供者不得对学生进行体罚，或言语、心理及情感上的虐待（包括忽视）。

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. 监督与照顾 Supervision and care

监管

寄宿家庭提供者必须确保学生在任何时候都受到适当的监督。所需的监督水平将根据学生的年龄和成熟度而有所不同。

寄宿家庭提供者必须：

- 不允许学生在无人看管的情况下过夜；
- 不允许学生在未经允许的情况下邀请朋友来寄宿家庭；
- 不允许学生监督年幼的孩子；
- 监督学生的社交和娱乐活动，包括了解学生的去向、与谁在一起、以及预计返回的时间；
- 只有在学校代表和学生家长/法律监护人批准的情况下，才允许学生离开寄宿家庭，并符合教育部国际教育处 DE (IED) 的旅行政策；
- 如果寄宿家庭提供者无法确保对学生进行适当的监督，请立即通知学校代表；

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- 如果学生在没有通知的情况下离开寄宿家庭，或未经允许开始在寄宿家庭以外的地方过夜，请立即通知学校代表；
- 如果寄宿家庭提供人对学生的兼职工作安排有任何担忧，请立即通知学校代表；以及
- 如果寄宿家庭提供人知道学生打算参加或已经参加了高风险的活动和/或非例行的旅行（根据 教育部 (国际学生处) 旅行政策的定义），请立即通知学校代表。

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.

驾驶

为学生提供驾驶课程或监督学生学习驾驶，需要事先得到学校的批准，同时也由寄宿家庭提供人酌情决定。

如果寄宿家庭提供人选择监督学生，那么寄宿家庭提供人必须遵守维多利亚州的驾驶法规，并确保学生在往返学校的驾驶过程中符合学校的驾驶政策（如适用）。

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).

游泳

Swimming

寄宿家庭提供人必须注意学生的游泳能力以及对水的熟悉程度。

寄宿提供者应谨慎行事，确保学生在家中或公共游泳池、海滩和其他水体附近的监督。

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. 学校教育要求 Schooling requirements

寄宿家庭提供者必须：

- 支持和鼓励学生每天按时到校上课；
- 确保学生有安全和合适的交通工具往返学校；
- 若对学生上学有任何担忧，务必通知学校代表；以及
- 根据学校的政策，将学生的任何缺勤情况通知学校代表。

学校将监督学生的课程进度。如果学生在完成课程时遇到困难，学校可以提供或安排额外的支持，如辅导。

寄宿家庭提供者不负责学生的课程进度，也不负责提供或安排学习支持。寄宿家庭提供者可以自愿帮助学生，提供学习方面的支持，但并非强制。

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. 费用 Fees

合同细节中规定的费用是固定的，包括寄宿家庭提供人在提供寄宿家庭服务时产生的所有成本和税收。

如果寄宿家庭提供人在某一付款期的部分时间内不向学生提供寄宿家庭服务，则相关付款期的费用可由学校酌情按比例减少。

在合同细节中列出了负责向家庭住宿服务提供商支付费用的实体（即“付款人”）。

付款人将根据合同细节中规定的付款周期和付款金额，以电子方式将费用支付给寄宿家庭提供者。

如付款人多付了寄宿家庭的费用，付款人可以按多付的金额减少未来的费用，或要求寄宿家庭在合理时间内偿还多付的费用。多付的款项将成为寄宿家庭提供人对付款人的到期债务。

学校制定寄宿家庭的费用。除非学校以书面形式规定，否则寄宿家庭提供者不得增加费用。

如果寄宿家庭提供人对费用的支付有疑问或担心，寄宿家庭提供者必须联系学校代表，而非学生。

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.

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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.

保证金

学校将保留、监督和归还学生的保证金。

在学生离开寄宿家庭的两周内，寄宿家庭提供人可以向学校代表提交全部或部分保证金的索赔，用于支付未付的费用、清洁费、维修费或超过学生居住区域的正常“损耗”的更换费用。

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. 退离寄宿家庭与终止协议 Exiting the homestay and termination

学生退离 Student exiting

双方协定

在任何时候，如果学生、寄宿家庭提供人和学校代表之间达成书面协议，本协议可以立即终止。

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.

家长/法律监护人或学生主动要求退离

在下列情况下，学生可以在预计完成日期之前退出寄宿家庭：

- 学生或其家长/法律监护人已收到学校代表的书面批准；以及
- 学生提前两周通知寄宿家庭者。

如果学生未经学校批准且未按规定提前两周通知就退离寄宿家庭，则学生将失去对寄宿家庭提供人的保证金，除非出现令人同情或信服的情况（这将由学校代表决定）。

当：

- 学生的家长/法定监护人主动要求学生离开寄宿家庭。
- 学生主动要求离开寄宿家庭；或
- 该学生不再参加国际学生项目。

本协议在学生永久退离寄宿家庭之日终止。

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.

学校主动要求学生退离

School-initiated exit

学校可以授权暂时或永久地让学生退离寄宿家庭，如果学校有理由相信寄宿家庭提供人或住户：

- 不遵守这些条件、法律或适用的政策与程序；或
- 正在或很有可能犯下罪行，或从事有损于或可能有损于学生的福利、福祉或安全的行为。

如果学生的离开是永久性的，本协议在学生离开寄宿家庭之日终止。

如果学生的离开是暂时的，那么本协议暂停执行，直到学生回到寄宿家庭之日。

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.

寄宿家庭提供人的终止权利

寄宿家庭提供人可以终止本协议（即停止向学生提供寄宿服务），但至少需要提前两周向学生和学校发出书面通知。

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.

学校终止权利 School termination rights

如果家庭寄宿提供者出现以下情况，学校可立即终止本协议：

- 未能遵守纠正违反本协议的通知；如未能为孩子提供适当标准的营养、医疗、住所或监督——请参见：<https://www.vic.gov.au/child-safe-standards-definitions> 或将学生与寄宿家庭活动隔离；
- 屡次违约；
- 存在重大违约行为；（即当事人未能履行合同规定的基本义务，致使合同的目的无法实现）；
- 存在无法补救的违约行为；
- 未向学校披露重要信息或提供虚假信息，影响学生的安全；
- 未能向学校报告任何实际或怀疑的虐待儿童事件或损害学生福祉或福利的事件；
- 从事过或被学校合理认为从事过欺诈（如在经济上剥削学生）、串通、不正当、不诚实或犯罪行为，或任何其他严重不当行为；或
- 做出任何学校认为违反现行社会标准的行为或行动，或被公众视为不可接受的行为，或使寄宿家庭提供者的声誉受到损害，因此，学校认为继续与寄宿家庭提供者保持联系将损害或有损于学校的声誉。

如果学校认定寄宿家庭提供者不合适，他们将向寄宿家庭提供者发出信函，告知他们可能无法继续在任何维多利亚州公立学校提供寄宿家庭的相关服务，并可以对即将终止的服务进行投诉。

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.

投诉与申诉

寄宿家庭提供者可以对可能的终止决定进行投诉，并首先应联系学校校长。如果学校校长维持终止寄宿家庭的决定，学校将向寄宿家庭提供者介绍 [《国际学生项目投诉与申诉程序指南》](#)。本指南概述了寄宿家庭提供者处理与寄宿家庭住宿有关的投诉与申诉的步骤，包括向教育部（国际学生处）提出正式投诉的权利。

如果在正式投诉发生后，教育部（国际学生处）维持终止家庭寄宿提供者的决定，教育部（国际学生处）将书面通知寄宿家庭提供者，他们的姓名将被添加到寄宿家庭提供者的终止登记册中。对这一决定可以进行内部申诉，申诉人必须在决定后的 20 个工作日内提出内部申诉。关于申诉的进一步信息，请参考 [《国际学生项目投诉与申诉程序指南》](#)。

如果寄宿家庭提供者被终止，教育部（国际学生处）将把该寄宿家庭提供者添加到寄宿家庭提供者终止名单中。如果被终止的家庭寄宿提供者希望在未来重新申请成为寄宿家庭提供者，他们需要向学校证明他们是如何补救导致其被终止的情况的。

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. 投诉 Complaints

有关国际学生的寄宿家庭提供者投诉

如果对学生或学生家长/法律监护人有任何异议、争议、不适、危险或担忧，寄宿家庭提供者必须与《国际学生项目寄宿家庭责任协议》中的学校代表联系。

学校代表将尽最大努力解决学生、学生家长/法定监护人和寄宿家庭提供者之间可能出现的任何分歧或争议。如果投诉无法解决，学校代表会将其上报给校长，由校长对投诉和证据进行审查，并决定采取何种行动。

如果寄宿家庭提供者对校长的答复感到不满意，他们可以向教育部（国际教育处）提出正式投诉—请参见：[《国际学生项目投诉与申诉程序指南》](#)。本指南概述了寄宿家庭提供者在处理与寄宿家庭住宿有关的投诉与申诉时可以采取的步骤。

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.

学生对寄宿家庭提供人的投诉

如果学生提出的投诉不能直接与寄宿家庭的提供人解决，学生应联系《国际学生项目寄宿家庭责任协议》中的学校代表。

首先，学校代表将从投诉人那里获得信息和证据，以支持其主张。

如果学校代表认为投诉合理，学校将对投诉进行审查和调查。

如果投诉能够得到解决和补救，学校代表将向投诉人和寄宿家庭提供人告知建议的结果和行动。

如果投诉无法得到解决，学校代表会将其上报给校长，校长将对投诉和证据进行审查，并决定采取何种行动（例如，将学生转移到新的寄宿家庭）。

如果投诉人对学校的答复感到不满意，他们可以向教育部（国际教育处）提出正式投诉—请参见：[《国际学生项目投诉与申诉程序指南》](#)。

如果确认有违反本协议的行为，学校可以终止寄宿家庭（见上文学校终止权利部分）。

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. 隐私 Privacy

学生隐私

寄宿家庭提供人必须尊重学生的隐私。这包括确保学生在其卧室、浴室和厕所中享有隐私。

寄宿家庭提供人对接触学生个人信息可能受到《隐私法》的约束。

在学生的个人信息不受《隐私法》约束的情况下，寄宿家庭提供人不得记录、储存、使用或披露（包括在社交媒体上）学生的个人信息，除非：

- 用于遵守本协议；
- 与学校代表就学生的学业、福利或寄宿家庭的安排进行沟通；
- 根据法律要求或授权；或
- 经学生或学生家长/法律监护人的明确同意。

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.

寄宿家庭提供人和住户的隐私

Homestay Provider's and Resident's Privacy

当寄宿家庭提供者申请成为寄宿家庭提供者，以及当寄宿家庭提供者提供寄宿家庭服务时，学校会收集寄宿家庭提供者的个人信息和住户的个人信息。

学校可以为管理本协议、协助教育部 (国际教育处) 管理国际学生项目以及遵守澳大利亚法律或教育部 (国际教育处) 或学校的政策和程序，而记录、使用和披露寄宿家庭提供人和住户的个人信息。

记录的保留和处理要符合适用的法律。

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. 通用条款 General

无法保证

学校无法保证学生在参加国际学生项目期间，一直在寄宿家庭中与寄宿家庭提供者居住在一起。

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.

保险

寄宿家庭提供者必须：

- (如果寄宿家庭提供者是寄宿家庭的房主情况下) 对房屋建筑和物品进行保险，其中包括不低于 2000 万澳元的法律责任保险；或
- (如果寄宿家庭提供者租用房屋情况下)对物品进行保险，其中包括不低于 2000 万澳元的法律责任保险；以及

□如有要求，请向学校代表提供一份保险的有效期限证明。

OFFICIAL

注：寄宿家庭提供者应查看他们目前的保险单时间表（由保险公司提供），以确认保险的类型或金额。有关保险的一般信息也在保险公司在购买或续保时提供的关键事实表中。

寄宿家庭提供者需负责：

- 检查保险单是否涵盖了学生在寄宿家庭中受到的人身伤害或学生可能对寄宿家庭的财产造成的损害；
- 如果保险单不明确，与寄宿家庭的保险公司讨论寄宿家庭的个人保险风险，以便寄宿家庭拥有适合寄宿家庭个人风险情况的保险；以及
- 在合理可行的情况下，尽快告知学校代表学生对寄宿家庭的财产造成或据称造成的任何损害。

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.

赔偿与免除

寄宿家庭提供者免除、解除并赔偿校务委员会（包括校务委员会的雇员、承包商、志愿者和代理人）因寄宿家庭提供者或学生参加国际学生项目而引起或产生的所有责任、损失、费用和支出（包括法律费用、成本和垫付）（即“索赔”），但校务委员会的疏忽行为或不作为导致或促成索赔的情况除外。

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.

遵守所有法律

寄宿家庭提供者必须遵守本协议下的任何法律、标准或与寄宿家庭提供者义务有关的规范。

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.

无陈述或信赖

寄宿家庭提供者承认并确认，寄宿家庭提供者并不依赖学校或教育部 (国际教育处) 或其代表的任何陈述或其他诱因而签订本协议，本协议中明确规定的陈述或诱因除外。

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.

无代理

寄宿家庭提供者不得作为或表示自己是学校或教育部 (国际教育处) 的代理。寄宿家庭提供者不能代表学校或教育部 (国际教育处) 承诺或同意任何事情。

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).

修订

根据学校的运营要求，或法律，或教育部 (国际教育处) 政策或程序的变化，学校可以随时修改合同细节或这些条件。在任何修订生效前，学校将向寄宿家庭提供者发出不少于一个月的书面通知。

如果寄宿家庭提供者不同意这些修订，寄宿家庭提供者可以在修订生效前终止本协议，退出国际学生项目。

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.

对应方当事人

本协议的副本可由每一方单独签署，副本一起作为单一文件处理。

Counterparts

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

管辖法律

本协议以维多利亚州的法律为准。双方同意维多利亚州的法院对本协议有管辖权，排除所有其他司法管辖区。

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.

隐私收集通知

教育部包括相关学校，将在你申请成为寄宿家庭提供者时，在寄宿家庭服务期间以及在你注册为寄宿家庭提供者时收集你的个人信息。

教育部将收集你的家庭地址、联系方式、出生日期、相关的家庭/住家细节、18 岁以上家庭成员的 WWCC 检查记录和维多利亚州教学研究所的信息（如适用）、对你的家庭观察，包括你的家庭及其设施的照片，以及学生或学校对你提出的任何信件和/或问题的记录。

使用和披露

该部门收集和使用这些信息的目的是：

- 管理适当的国际学生项目寄宿家庭安排，包括适当的记录保存
- 确保国际学生的安全和福祉
- 遵守相关法律，包括根据《1958 年移民法》（Cth）制定的《1994 年移民条例》和《2018 年海外学生教育与培训提供者国家行为准则》（Cth）（即“《国家准则》”），以批准国际学生的住宿、支持和常见福利安排。
- 对合适/不合适的寄宿家庭进行登记。

在法律允许或规定的情况下，或在您的同意下，教育部也可以使用或披露个人信息。

信息安全

你的个人信息将由教育部门和与你签订寄宿家庭协议的学校保管。你的记录将被安全地储存在维多利亚州国际学生信息工具(VISIT)中，该系统位于维多利亚州，由教育部拥有和运营。对信息的访问仅限于教育部国际教育处在学校管理国际学生项目的工作人员，以及与你签订协议的学校校长、国际学生部主任、寄宿家庭主任和 24/7 全天制联系人。所有部门和学校的工作人员都要遵守 VPS 的行为准则和相关的隐私政策—请参见：[\[https://www.education.vic.gov.au/Pages/privacy.aspx\]](https://www.education.vic.gov.au/Pages/privacy.aspx)。

访问权限与更正

你可以要求访问和/或更正教育部所持有你的信息。提供普通的行政更新可以通过直接联系学校来进行。在某些情况下，信息自由程序是适当的，可以通过教育部的网站进行访问：[\[https://www.vic.gov.au/freedom-information-requests-department-education\]](https://www.vic.gov.au/freedom-information-requests-department-education)

关于教育部如何处理隐私信息等更多信息，请参见教育部的隐私政策：[\[https://www.education.vic.gov.au/Pages/privacypolicy.aspx\]](https://www.education.vic.gov.au/Pages/privacypolicy.aspx)

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: [\[https://www.education.vic.gov.au/Pages/privacy.aspx\]](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. 定义 Definitions

在本协议中，以下定义适用于：

In this Agreement, the following definitions apply:

协议是指《寄宿家庭责任协议》，其中包括这些条件、附件和合同细节。

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

保证金是指合同细节第 8 项中规定的保证金金额。

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

儿童安全法是指以任何方式与儿童安全有关的任何法律，包括《2005 年儿童安全和福祉法》（维州）。

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

重大事件是指造成极端压力、恐惧或伤害的创伤性事件或此类威胁（在澳大利亚境内或境外）。重大事件可能包括，但不限于：

- 失踪学生；
- 严重的言语或心理虐待；
- 死亡、严重伤害或任何此类威胁；
- 自然灾害；
- 家庭暴力、身体、性或其他虐待等问题；以及
- 其他没有生命危险的事件。

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;

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- 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.

开始日期是指合同细节第 5 项中规定的寄宿家庭提供人开始在寄宿家庭向学生提供寄宿服务的日期。

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.

预计完成日期是指合同细节第 5 项中规定的，寄宿家庭提供人结束在寄宿家庭向学生提供寄宿服务的日期。

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.

条件是指这些寄宿家庭服务条款和条件。

Conditions means these Homestay Services Terms and Conditions.

教育部 (DE (IED)) - 指教育部下属的国际教育处 (IED)，负责管理维多利亚州公立学校的国际学生项目，包括寄宿家庭项目。IED 不是 DE 独立的实体。DE 是 CRICOS 注册的提供机构。

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.

费用是指合同细节第 4 项中规定的为提供寄宿家庭服务而应向寄宿家庭提供人支付的费用。

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.

寄宿家庭是指由寄宿家庭提供人在合同细节第 1 项中规定的地址向学生提供的住宿。

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

寄宿期是指寄宿家庭提供人向学生提供寄宿家庭服务的时间段，该时间段从开始日期起至预计结束日期止。

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.

寄宿家庭提供人是指向学生提供寄宿家庭服务的家庭、夫妇或个人，并在合同细节第 1 项中列出。

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.

寄宿家庭服务是指合同细节中第 1 项规定的服务。

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

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法律是指维多利亚州和澳大利亚联邦的现行法律，包括普通法和立法。

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

住户是指长期居住在寄宿家庭或在一年中长期居住 30 天或以上的人。这包括经常在寄宿家庭长期内短暂居住的人，例如在一年内每周都会在寄宿家庭过夜的人。

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.

学校是指学校，包括代表学校的校务委员会。

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

学生是指以 500 类（中小学课程）签证参加国际学生项目的国际学生，已获得《适当的住宿和福利确认函》，并在合同细节的部分 B 中列出。

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.

与儿童工作核查 Working with Children Check 是指根据《儿童工作法》进行的与儿童一起工作的核查。

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