



## Homestay Terms and Conditions

### Instructions

The provision of safe and high quality homestay accommodation for international students is one of the most important aspects of a student's experience. Homestay providers and schools share responsibilities when participating in the Department of Education and Training's (DET) International Student Program (ISP).

The following Terms and Conditions must be read, understood and signed by a Homestay Provider before signing the Homestay Responsibility Agreement.

These Homestay Terms and Conditions must not be altered or amended.

### Definitions

**DET (IED) – Department of Education and Training – International Education Division.** IED is the division in the Department of Education and Training that administers the International Student Program in Victorian government schools. IED is not a separate entity to DET. DET is the CRICOS registered provider.

**International Student (student)** – for the purpose of these terms and conditions, international students (students) are defined as students participating in the ISP under a subclass 500 (schools sector) visa and have been issued a Confirmation of Appropriate Accommodation and Welfare (CAAW) Letter.

**Homestay** – international student accommodation arranged by schools where DET (IED) is responsible for the welfare of the student at all times, including outside school hours.

**Homestay provider** – is typically a member of the school community and refers to the provision of homestay services to an international student. Homestay is a term used to describe full board accommodation offered by a family, a couple or a single person for which a fee is charged. Homestay services include the provision of accommodation, meals, facilities and utilities.

**Residents (people living or frequently residing in the homestay)** – means people who live in the homestay permanently or on a long term basis of 30 days or more. 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.

**Critical Incident** – 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.

### Homestay provider general responsibilities

Homestay providers must:

- provide students with a safe, caring and supporting home environment

#### International Education Division

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- comply with the Homestay Terms and Conditions as set out in the Homestay Responsibility Agreement and all applicable policies and procedures, as well as relevant legislation, regulation 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 of any concerns
- not host more than three international students in the same homestay at a given time unless prior approval has been granted by DET (IED)
- ensure that they are aware of their responsibilities and required processes to report all suspicions of harm to a student as a result of child abuse or neglect in accordance with school policies.

### **Home environment**

The homestay provider must meet the following minimum requirements within the home environment:

- A separate single room for the student's use
- 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
- Facilities – a bed, wardrobe, towels and linen
- Utilities – gas, electricity, heating and water costs
- Cleaning services of common living areas
- Study facilities – desk, study light, bookcase
- Any keys, alarm codes or passwords required for your student to access the homestay residence
- Working fire alarms

### **Homestay Checks**

A representative of the school will conduct a homestay assessment prior to the student's arrival and homestay visits at least every six months after the initial homestay assessment, collectively known as homestay checks. The school may also conduct a homestay visit more frequently if required, for example, following a critical incident. You will be given written notice at least 2 weeks prior to a homestay visit being conducted. Information provided by the homestay provider during the homestay assessment and homestay visits must be honest, accurate and complete. Failure to disclose important information or providing false information impacting a student's safety may result in a student exiting the homestay arrangement.

### **Other Residents and Visitors**

Homestay providers must:

- provide the school with details of all residents, that is people living or frequently residing in the homestay, including name, date of birth and address (if residential address differs to homestay address)
- provide the school with Working with Children Check (WWCC) details of all people over the age of 18 living or frequently residing in the homestay and notify the school of any changes to these WWCC details
- notify the school if any residents move in or out of the homestay.

All people residing and visiting the homestay must act in an appropriate and respectful way towards the student. This includes:

- 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
- acknowledging the significance of, and differences in, culture, customs, language and beliefs in the life of the student

- immediately notifying the school when aware of any instance of child abuse, harm to a child's wellbeing or welfare, including concerns or suspicions

## **Critical Incidents**

In the event of a critical incident, the homestay provider must:

- ensure the immediate safety of your student
- notify the school immediately following a critical incident
- maintain up to date emergency contact details for the school
- provide any necessary support (for example accompanying the student to the hospital)
- allow the homestay premises to be inspected immediately, if necessary, in the event of a critical incident or emergency which has occurred at the homestay.

Homestay providers will be made aware of the school's critical incident process and the homestay provider's role and responsibilities with respect to this process through mandatory training provided by the school.

DET (IED) retains the ultimate responsibility for approving and assuring welfare arrangements of international students. Homestay providers, and schools, play a critical role in supporting the welfare and wellbeing of an international student. If a homestay provider has any concerns relating to the welfare or wellbeing of an international student, these concerns should be immediately raised with the school, for example to the school's International Student Co-ordinator (ISC) or Principal.

## **Medical**

Homestay providers should provide assistance and support to international students when attending medical, dental, hospital or other health related appointments. This may include assistance in arranging transportation, scheduling appointments or accompanying students to appointments.

## **Safety**

Homestay providers must notify the school immediately if there are concerns for the safety of the student or the safety of others due to the behaviour of the student.

## **Student Behaviour Management**

Homestay providers must notify the school if they encounter a behaviour management issue that is unable to be resolved informally with the student. Homestay providers must never subject students to physical punishment or verbal abuse.

## **Supervision and care**

### **Supervision**

Homestay providers must ensure that students are appropriately supervised at all times. The level of supervision required will vary depending on the student's age and maturity.

Homestay providers must:

- not allow students to be unsupervised overnight
- not allow students to supervise younger children

- monitor the student's social and recreational activities
- only permit student travel that is in line with the DET (IED) Travel Policy and has been approved by the school and the student's parents
- notify the school immediately if at any point you are unable to ensure appropriate supervision for your student
- notify the school immediately if you have any concerns about your student's part time work arrangements
- notify the school immediately if you become aware that your student intends to participate or has participated in a high-risk activity and/or non-routine travel without approval.

Students must ask permission from the homestay provider if they wish to go out. For safety reasons students should tell the homestay provider where they are going, with whom, and the expected time of return.

Students must also seek permission from the homestay provider prior to inviting friends over to the homestay.

If a student in homestay accommodation leaves without notice or commences staying overnight away from their designated homestay without permission, the homestay provider must report the matter immediately to the school's ISC or Principal.

## Driving

Students wishing to drive must obey Victorian driving laws and the school's driving policy (if applicable).

Students must have parent's permission to learn to drive in Australia and to undertake driving lessons. Provision of driving lessons or supervision of learner drivers is at the discretion of the homestay provider. Homestay providers must abide by Victorian driving laws and the school's driving policy (if applicable).

## Swimming

International students may come from landlocked home countries with little exposure to water or swimming. Homestay providers should be mindful of a student's swimming ability and familiarity with water. Homestay providers should exercise caution and ensure supervision of students around home or public swimming pools, beaches and other bodies of water.

## Schooling requirements

Homestay providers 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 of any concerns you may have about your student's school attendance
- notify the school of any student absences in accordance with the school policy.

A student's course progress will be monitored by the school. If a student is encountering difficulties in completing their course they may require additional support, such as tutoring, provided by or arranged by the school. The homestay provider is not responsible for a student's course progress, or for providing or arranging learning support. The homestay provider may voluntarily assist a student by providing learning support, however this is not mandatory.

## Fees

All homestays fees must be transferred electronically. Homestay fees may be collected and disbursed by the school, or directly exchanged between the homestay provider and the student.

Schools will retain, monitor and reimburse a student's homestay bond payment. The homestay bond is equivalent to two weeks homestay fees.

The homestay provider may submit a claim to the school for all or part of the bond to cover any damage to the homestay residence caused by the homestay student or cleaning or repair expenses that exceed normal 'wear and tear' in areas occupied by the student. The bond cannot be used to cover homestay fees, outstanding expenses or missing items. Any requests on the bond must be made to the school within two weeks of the student exiting the homestay arrangement.

## Exiting the homestay arrangement

### Student Exiting

It is expected that students remain in the allocated homestay unless compassionate or compelling circumstances apply, that is exceptional circumstances which impact a student's welfare, wellbeing or safety. Changes to homestay arrangements are approved by the school.

Students have to give the school and homestay provider at least two weeks' notice if they wish to exit the homestay arrangement. A student who exits the homestay arrangement without giving two weeks' notice will forfeit their bond unless compassionate or compelling circumstances apply.

In the event that the homestay provider does not comply with these terms and conditions, and all applicable policies and procedures, as well as relevant legislation, regulation and laws, a student may be temporarily or permanently removed from the homestay. In the event that the school has initiated a movement of a student from a homestay for this reason two weeks' notice must not be given and the bond is not forfeited.

### Homestay Exiting

If a homestay provider wishes to terminate the homestay agreement, the student and the school must be given at least two weeks' notice and school approval should be sought before proceeding with the termination.

## Complaints

Schools are responsible for resolving any disagreements or disputes that may occur between the student, the student's parents and the homestay provider. It is necessary to contact the school if there is any disagreement, dispute, discomfort, danger or concern about the international student.

If the homestay provider is found to be unsuitable for either party or if there is any danger or a dispute cannot be resolved, it may be necessary to terminate the homestay agreement and move the student to another homestay provider.