

**Education Queensland International** 

# International Student Programs Homestay provider

application form

# **Contact details**

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Telephone (outside Australia) +61 7 3513 5301
Email EQInternational@qed.qld.gov.au
Website eqi.com.au

Queensland Department of Education trading as Education Queensland International CRICOS Provider Code: 00608A





Your personal information is collected on this form for the purposes of assessing your application to become an approved homestay provider. EQI, through state schools, carefully assess each application to ensure our students are placed into safe and caring home environments. We may use the information you provide to verify the information with other parties. If any of the information you provide on this form changes, please inform the school as soon as possible.

If your application is approved:

- the information you provide will be recorded and stored at the school;
- may be stored and accessed by EQI;
- some of this information will be provided to international students we intend to place with you, their parents (and their agent, if they have one), so that they can learn about you and your home before the student arrives;
- where a student is placed with you:
  - relevant information collected on this form (and as updated), will be provided to the student (e.g. your House Rules Attachment 1), the student's agent (if they have one) and the student's parents;
  - there will be ongoing communication and an exchange of information, including your personal information, between the school, EQI, you, the student, the student's parents and the student's agent (if they have one);
- the information collected on this form (and as updated) will be used for the purposes of ongoing monitoring of homestay arrangements; and
- we will use the email addresses you supply to send all correspondence to you.

Details of non-approvals and any cancellation or suspension of a person's registration as an approved EQI homestay provider will be recorded and may be accessed by EQI and other state schools.

Please be aware: approved homestay providers and all adult residents of a homestay home must hold a current Blue Card or Exemption Card (limited exceptions apply, contact Blue Card Services for further information). You do not need to hold a current blue card or Exemption Card to apply.

As part of the application assessment process, school staff will verify the identity of all adults who reside in your home and either:

- make the necessary applications for Blue Cards/Exemption Cards; or
- notify Blue Card Services that you/adult residents of your home may be providing homestay for the school (if you or any adult residents of your home have already applied for or hold a current Blue Card or Exemption Card).

1. Your contact d	etails						
Applicant 1							
Full name							
Gender	Male	Female	Other	Date of birth			
Email address							
Home address					City		
State/Province				Postco	de	Own	Rent
Home phone			Mobile phone	ġ.	Work phone		
Occupation					Work hours		
Blue card/Exemption Card number Driver Licence number			Driver Licence expire date		Blue card/Exemption Card expiry date Driving restrictions		
Interests/hobbies			expire dute		First Aid Certificate	Yes	No
Applicant 2							
Full name							
Gender	Male	Female	Other	Date of birth			
Email address							
Home address					City		
State/Province				Postco	de	Own	Rent
Home phone			Mobile phone	2	Work phone		
Occupation				Worl	k hours		
Blue card/Exemption Card number					Blue card/Exemption Card expiry date		
Driver Licence number			Driver Licence expire date		Driving restrictions		
Interests/hobbies					First Aid Certificate	Yes	No
DI III							

2. Please outline your reasons for wanting to be a homestay family				

#### 3. Members of your household

Please complete for all people who currently live in your home or who will live in your home while you are a homestay provider. If insufficient space below, please list additional residents and details on a separate sheet of paper.

Resident 18+ years old

Full name

Gender Male Female Other Date of birth Relationship to applicant

Email address Mobile phone

Occupation Work hours

Blue card/Exemption Blue card/Exemption

Card number Card expiry date

Driver Licence number Driver Licence expire date Driving restrictions

Interests/hobbies First Aid Certificate Yes No

Resident 18+ years old

Full name

Gender Male Female Other Date of birth Relationship to applicant

Email address Mobile phone

Occupation Work hours

Blue card/Exemption Blue card/Exemption Card number Card expiry date

Driver Licence number

Driver Licence expire date

Driving restrictions

Interests/hobbies First Aid Certificate Yes No

Resident 17 years and under

Full name

Gender Male Female Other Date of birth Relationship to applicant

Occupation Work/study hours

Driver Licence number

Driver Licence expire date

Driving restrictions

Interests/hobbies

Resident 17 years and under

Full name

Gender Male Female Other Date of birth Relationship to applicant

Occupation Work/study hours

Driver Licence number

Driver Licence expire date

Driving restrictions

Interests/hobbies

Resident 17 years and under

Full name

Gender Male Female Other Date of birth Relationship to applicant

Occupation Work/study hours

Driver Licence number

Driver Licence expire date

Driving restrictions

Interests/hobbies

4. Information about your househ	old			
Please choose One option only for each l	ine below:			
Do any members of your household smoke?	Yes	No		
Does your family practise a religion?	Yes	No		
If Yes, please provide details				
Are any languages other than English spoken	in the hous	sehold?Yes	No	
If Yes, please provide details				
List any special food requirements applying t (e.g. vegetarian, halal, gluten free, no nuts et		ehold		
5. Tell us about your household (a	tach a pho	oto - option <u>al</u> )		
6. Information about your home (a	ttach a ph	oto - optional)		
Describe your home and its location (e.g. is it an apartment or a house, list how many bedrooms and bathrooms, is it located near any services or attractions, how close is your home to the school?)				
Facilities				

7. Pets (attach a photo - optional)				
Animal type/breed	Name	Indoor/outdoor	Comments	

Describe the student's bedroom (e.g. size of bed, is there a desk, wardrobes/cupboards/shelves etc.)

#### 8. Transport

If student will be using public transport to get to and from school, please include specific details of the type of public transport and whether the student will be accompanied by a member of your family.

Note - students are required to pay for their use of public transport.

How will the student travel to and from school? If someone will drive the student to school, please list name and driver licence details (if driver is not a resident of your home).

Approximate travel time to school

What is the distance to school (km)?

Approximate cost of public transport per week

#### 9. Homestay vehicles

Students are only permitted to drive a vehicle as specified in their ISP terms and conditions. You must not permit your student to drive or be a passenger in a vehicle unless the vehicle is registered, roadworthy, properly maintained and has adequate insurance to cover damage to property and injury to persons (including an at-fault driver if your Student is permitted to drive the vehicle).

Lunderstand

#### 10. Home and contents insurance

EQI requires that, at a minimum, approved homestay providers have and maintain home and contents insurance (for home owners) or contents insurance (for renters) including legal liability insurance of no less than \$20 million. This is to protect homestay providers and students. Please discuss your individual insurance requirements with your insurer to ensure you have the insurance coverage that is right for your circumstances. You should check whether your insurance policy covers you for injury to a homestay student while in your care or accidental damage the student may cause to your property. Please be aware that homestay providers can take out specific homestay host insurance. Please ask your school for further information.

For home owners: do you have home and contents insurance? (including legal liability insurance of no less than \$20 million) For renters: do you have contents insurance (including legal liability insurance of no less than \$20 million)

Yes

Yes

#### 11. Are you willing/able to: (please tick)

Provide homestay for a student with special dietary requirements e.g. vegetarian, vegan, halal, gluten free, allergies, intolerances etc.?

Yes Nο Comment

Provide homestay for a student with special needs e.g. medical condition, mobility issues, previous mental health issues?

Yes No Comment

Are you able to assist students to get to and from after school activities and social or sporting events on a weekend/school holidays?

Comment

Attend social/networking functions organised by the school/agent?

Yes No Comment

Host an international student, at short notice, in an emergency?

Yes Nο Comment

#### 12. Hosting preferences

Don't mind Student gender Male Female

Individual Placement Double Placement Placement type

Placement duration 3 months 6 months 9 months 12 months 12+ months

Are you currently a registered homestay provider with EQI or any other organisation?

No Yes

If yes, please list these organisations

Were you previously registered as a homestay provider with EQI or any other organisation? Nο Yes

If yes, please let us know the name of the EQI school and/or organisation and why you discontinued hosting

NOTE: If you are approved to be a homestay provider for EQI you are not permitted to host more than 2 students from any organisation at the same time. Refer to the ISP Terms and Conditions for homestay providers.

#### 13. Child and student protection

The Department of Education is committed to the safety and wellbeing of children and the protection of children from harm. EQI approved homestay providers must be familiar with the EQI incident procedure and promptly inform the international student coordinator or school principal (after contacting emergency services, law enforcement or obtaining medical assistance, if

- of any serious injury or illness suffered by a student who is placed with them;
- any serious threat to a student's health, safety or wellbeing;
- if they suspect any student in the EQI homestay program has been harmed\* or is likely to be harmed\*, or if they become aware that a student in the EQI homestay program has been harmed\*.

It is a condition of your application that you agree to comply with these requirements if your application is approved.

#### Acknowledgement, declaration and agreement

- I understand that a final decision on this application cannot be made until all the relevant sections of this form have been completed and blue card/Exemption Card requirements are satisfied.
- I understand that as a homestay provider I am required to meet homestay provider responsibilities outlined in EQI's homestay procedures and Change of Welfare procedure published on the Department of Educations Policy and Procedure Register (PPR)
- I declare that the information given in this application form is complete, true and correct.
- I understand that providing false or misleading information, or non-disclosure of relevant information, may result in: this application being unsuccessful; cancellation of a homestay placement; and/or cancellation of registration as an EQI homestay provider.
- I agree that if any of the information I have provided changes, I will provide updated information to EQI as soon as possible and within 7 days.
- I understand that there is no guarantee that this application will be successful and EQI cannot guarantee that a student will be placed with me even if this application is successful.
- I consent to all written communication (including notices, payment receipts and other documents) being sent by email to the email addresses provided in section 1.
- I understand the requirement for home and contents insurance (for home owners) or contents insurance (for renters) including legal liability insurance of no less than \$20 million.
- I acknowledge that all vehicles used to transport students have current registration, are roadworthy and have adequate insurance to cover damage to property and injury to persons
- I understand the risks associated with providing an internet connection to students
- I will comply with all state and federal regulations relating to accommodating a student in my home, including but not limited to the installation of smoke alarms and swimming pools.
- I have read and understood the ISP terms and conditions for homestay providers (Attachment 2).
- I acknowledge that the Terms and Conditions for Homestay Providers is a legal document that creates rights and obligations.
- If my application is approved, I agree to comply with and be bound by the ISP terms and conditions for homestay providers.

Signature Applicant 1 Date

Signature Applicant 2 Date

<sup>\*</sup>Harm is any detrimental effect of a significant nature on the child's physical, psychological or emotional wellbeing. School staff have mandatory reporting obligations and will follow the Department of Education and Training's Student Protection procedure (and any other relevant procedures) if a notification of harm is received.

# Attachment 1

#### Rules of the homestay home

The student must:

- seek permission before going out after school and on weekends;
- keep the family informed about where you are;
- be contactable at all times; and
- be polite and show respect to all members of the homestay family;
- Insert any other general rules below e.g. no food or drink (except water) in the bedroom

The student's household chores: for example

- keep your bedroom clean and tidy;
- make your bed each day;
- vacuum your room once a week:
- clean and tidy up any mess you make;
- place dirty dishes in the dishwasher;

#### **Curfew guidelines**

#### **Sunday-Thursday**

Junior High School (Years 7 to 10)

no later than 6:00 pm, unless for a school-approved extracurricular activity

Senior High School (Years 11 & 12)

no later than 7:00 pm, unless for a school-approved extracurricular activity

Friday/Saturday night/School holidays:

Junior High School (Years 7 to 10)

no later than 9:30 pm unless for a school-approved extracurricular activity

Senior High School (Years 11 & 12)

no later than 10:30 pm, unless for a school-approved extracurricular activity

Requirement to keep the home secure: for example:

lock doors when going out and at night;

Rules regarding inviting friends/visitors to the home:

#### Rules of the homestay home (cont.)

**Use of the home telephone.** If you have a home phone is the student permitted to use it? For local, national and/or international phone calls? Explain restrictions on 'premium services' e.g. 1900 numbers. Can they permit others to use the home phone?

Rules about use of mobile phones/mobile devices in the home (including taking pictures on devices of homestay family members and the home)

Use of computer/device. Students may bring their own device. Consider rules regarding limits on use of the device. If you permit the student to use your device consider rules regarding appropriate supervision and password security, child safety, illegal or inappropriate material, privacy and backing up important documents.

Use of internet. There are risks associated with providing internet access. Consider rules regarding appropriate supervision, cyber safety, viewing or downloading inappropriate or illegal material as well as virus protection. Students can utilise their own mobile data. Please refer to: <u>IT Factsheet for Homestay</u>

**Expected bedtimes** 

Restrictions on noise late at night

If there are younger children in the house - rules to keep them safe

#### Fire safety, for example

- no use of candles,
- rules on use of portable heaters (if permitted)
- heated hair styling products (e.g. hair straighteners) not to be left on surfaces which could burn

Privacy, all members of the household will:

- wear appropriate clothing around the home;
- knock before entering a bedroom, bathroom or toilet, if the door is closed;

#### The student must:

- not be alone with a younger child in a bedroom or bathroom with the door closed;
- seek permission before posting any information about the family or the homestay home on social media and be respectful in any social media posts or public comments;
- Insert any other general rules below

# Attachment 2

# **International Student Programs Terms and Conditions for Homestay Providers**

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#### **This Agreement**

Your Agreement with us is comprised of:

- · your Application to us;
- · our letter of acceptance to you;
- these International Student Programs (ISP) Terms and Conditions for Homestay Providers;
   and
- the <u>Child and Youth Risk Management Strategy</u> (the Strategy) as in effect at any given time.

The laws in force in the State of Queensland, Australia govern this Agreement.

Unless a term states otherwise, these ISP Terms and Conditions for Homestay Providers apply to you when hosting an Overseas student in any Department of Education International (DEi) program.

#### **Homestay Procedures**

As a homestay provider you must comply with the roles and responsibilities assigned to you as outlined in the following procedures published on the Department of Education (the department) Policy and Procedure Register (PPR):

- DEi recruit and on-board homestay providers procedure
- DEi student homestay placement procedure
- DEi homestay provider management procedure
- DEi incident management procedure
- Non-routine travel and activities for homestay students subclass 500 (schools) visa procedure
- Welfare management subclass 500 (schools) visa procedure

As a homestay provider you must also be aware of the Department's PPR and the procedures where we will contact you to seek information or discuss information including but not limited to your overseas student's visa compliance, behaviour and adherence to the <a href="International Student Programs">International Student Programs</a> Standard Terms and Conditions.

#### 1. Accommodation

#### 1.1 Your home

You must provide your overseas student with accommodation, including:

- a clean and tidy household with access to shared living areas;
- · reasonable gas, electricity, heating and water;
- a safe, secure and private bedroom for your overseas student's sole use, with a bed and suitable storage space for clothes, personal effects and study materials;
- access to secure internet;
- · study facilities including a desk, chair, and adequate lighting;
- · kitchen, bathroom and laundry facilities;
- household essentials such as soap, toilet paper, laundry products, towels, sheets, blankets,

eating and cooking utensils; and

 any keys, alarm codes or passwords required for your overseas student to have free access to the homestay residence.

You must notify us in writing as soon as possible if you propose to materially change your home (for example, by renovating or relocating).

#### 1.2 Inspections

You must allow us to inspect your home prior to us approving your home for an overseas student and at least biannually under the ongoing monitoring welfare arrangements, if 14 days written notice is provided. In the event of an emergency or critical incident, you must allow us to inspect your home immediately.

#### 1.3 Other residents

You must provide us with up-to-date details of all residents in your home, including adult guests frequenting your home for 7 days or more in a calendar year. We require the following details for each resident in your home: name, date of birth, relationship with homestay provider, and anticipated and actual amount of time spent at the home. You must notify us as soon as possible (in advance) before a person moves in or out of your home. We also require details of your blue card status.

You must not host more than three overseas students enrolled in an ISP course from any education provider in your home at the same time. When hosting more than two students, consent from each student and parent/agent is required and we need to provide you approval in writing. If more than one overseas student is hosted, they should not be from the same nationality or linguistic or cultural background unless we have given you approval in writing. You may host students on short-term study tours, however, it is your responsibility to notify the school of these arrangements to seek approval. Hosting more than two students may have a financial implication, it is your responsibility to seek financial advice regarding these arrangements.

#### 1.4 Meals

You must provide your overseas student with three meals each day and reasonable access to snacks and fruit. Breakfast and lunch may be self-service and dinner should be a meal with the family. There should be a nutritional variety of food with some choice to accommodate cultural differences. Students should be advised of mealtimes. Meals should be nutritious and in accordance with your overseas student's dietary and medical needs.

#### 2. Travel and activities

#### 2.1 Supervision

You must ensure that your overseas student is appropriately supervised at all times. The level of supervision required will vary depending on their age and maturity.

#### You must:

- ensure your overseas student is appropriately supervised outside school hours;
- not allow your overseas student to be unsupervised overnight;
- monitor your overseas student's social and recreational activities;
- support your overseas student by discussing routine activities and identify where reasonable restrictions need to be implemented for your overseas student's safety;
- only permit your overseas student to stay away overnight or undertake high risk activity if your

- student has our prior written approval using the ISP travel and activities request form;
- immediately advise us if you have any concerns for your overseas student's health, safety or wellbeing;
- contact 1800QSTUDY if you have any health, safety or wellbeing concerns for your student outside of school hours and follow the <u>DEi Incident management procedure</u>;
- never leave your overseas student to supervise younger children, even for a short time;
- use your best endeavours to assist your overseas student to comply with school rules and their Enrolment agreement with us (including our ISP Standard Terms and Conditions for overseas students); and
- immediately notify us if you are permanently or temporarily unable to host or ensure appropriate supervision of your overseas student.

#### 2.2 School

#### You must:

- take your overseas student to school on their first day;
- assist your overseas student to attend school, on time, every school day and comply with the Attendance – subclass 500 (schools) visa procedure;
- encourage your overseas student to comply with the <u>Course progress subclass 500</u>
   (<u>schools</u>) <u>visa procedure</u> (for example, by encouraging them to complete homework and to study);
- notify the school of any concerns you have about your overseas student's school attendance
  or academic performance (including, for example, if they are experiencing difficulties because
  of part-time or casual employment); and
- assist your overseas student to participate in extra-curricular activities arranged or recommended by the school.

#### 2.3 Transport, travel and activities

If we ask you to collect your overseas student from the airport when they first arrive in Australia without one of our staff being present, and you agree, you must notify us that your overseas student has arrived, once they are in your care.

#### You must:

- ensure your overseas student has safe and appropriate transport to and from school, extracurricular activities, medical appointments and other routine activities;
- ensure that your overseas student obtains our prior written consent before participating in any high risk activity and/or overnight travel and/or activities (including any overnight travel with you): and
- immediately notify us if you become aware that your overseas student intends to participate or has participated in a high risk activity or travel without our approval.

#### 2.4 Driving

You must not permit your overseas student:

- to be a passenger in a vehicle driven by a driver with a learner licence (L-plates) without written permission from their parents and us;
- 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 us; or
- to be a passenger in a vehicle unless the vehicle is registered, roadworthy, properly maintained and has adequate insurance to cover damage to property and injury to persons.

An overseas student may only drive a vehicle with written permission from the overseas student's parent or legal custodian and us when:

- holding a Queensland driver's licence; and
- the vehicle is subject to full comprehensive insurance that has coverage for an at-fault driver.

#### 2.5 Swimming and water activities

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

Overseas students must undertake a Water Skills Assessment facilitated by the school if they would like to be approved to take part in any water activity not arranged by the school. This means that both the Water Skills Assessment and ISP travel and activities request form are required prior to participating in water activities.

### 3. Conduct, behaviour and wellbeing

#### 3.1 International Student Programs Standard Terms and Conditions

We require your overseas student to comply with the ISP Standard Terms and Conditions.

You must notify us immediately if you suspect or become aware that your overseas student has been involved in a breach of the ISP Standard Terms and Conditions (for example, drinking alcohol, use of illegal drugs or any other illegal activity and breach of the 'Travel and Activities' procedure).

#### 3.2 Conduct by you, your residents and your visitors

You must take on the role of a carer for homestay students residing with you. In this role you do not hold legal responsibility of these students. The role of carer includes, but is not limited to:

- general mentoring, support and assistance to maintain the student's welfare and wellbeing;
- providing a safe and welcoming homestay family environment that is conducive to the student's emotional, social, physical and educational wellbeing;
- encouraging your overseas student to experience life as a member of the family and assist students to adapt to the new culture and life;
- involving your overseas student in family related activities and events where suitable;
- promoting a family environment that is respectful and supportive of intercultural understanding;
- providing your overseas student with an orientation within the family home, the use of facilities

and security. This should include but is not limited to household protocols, safety around the house including use of appliances, handling pets, and the use of shared areas or facilities such as swimming pools, internet and telephone; rules regarding routine activities, visitors and appropriate times to return home during the week and on weekends; and

providing your overseas student with an orientation to the local area including but not limited to
public transport and getting to and from school; the location of shops, doctors or medical
facilities and recreation areas.

You must ensure you and everyone in your home complies with the Strategy and the legislation governing Blue Cards in Queensland which will be explained to you as part of your Orientation with the school. Further information about <u>Blue Card requirements</u> is available on the department's <u>Policy</u>, <u>Procedure Register</u>.

All people in the home should act in a way that would be appropriate when viewed by a third party (for example, do not put themselves in a position where they are vulnerable to accusations of wrongdoing), for example by ensuring that:

- your overseas student is not alone with you or another person (for example, another child) in a bedroom or bathroom with the door closed; and
- your overseas student is not permitted access to alcohol or offered alcohol by you or your guests.

#### 3.3 Behaviour and wellbeing management

You must notify us if you encounter a behaviour or wellbeing management issue that you are unable to resolve with your overseas student. We have a range of strategies to address student misbehaviour and wellbeing concerns. In serious cases, your overseas student's participation in the homestay program or their enrolment with us may be cancelled.

If an overseas student exhibits behaviours that cause concern and may relate to the overseas student's experience of adaptation or culture shock, you must contact us to organise assistance with:

- mediation and counselling;
- language barriers and interpretation or translation services;
- intercultural understanding; and/or
- intervention strategies and support.

You must never subject your overseas student to physical punishment or verbal abuse.

# 4. Fees and payment

While your overseas student is living with you, they will provide us with a set payment to cover their living expenses. We will pay you those amounts in full. These payments are intended to reimburse you for the cost of hosting your overseas student. However, the amount is a set payment and is not variable depending on the actual cost of hosting your overseas student. The amount of the payments and the dates that we will pay you are indicated in the Payment Schedule.

If the overseas student chooses not to stay with you during the agreed homestay period, then you are entitled to full payment (except during the December-January school holiday period when a holding fee applies). If you are unavailable to host the overseas student for a period of time, we may reduce the homestay fee payable to you for that period or reallocate the homestay fee payable to an alternative homestay provider for that period.

If the overseas student's course includes the December-January school holiday period, the overseas student must pay either homestay fees for that period they remain in the residence or the homestay holding fee for periods of absence.

We may vary the Payment Schedule by giving you a new Payment Schedule. The new Payment Schedule will replace the previous Payment Schedule from the effective date specified. We will endeavour to give you at least four weeks' written notice before a new Payment Schedule becomes effective.

If we overpay you, we may reduce your future homestay fees by the amount of the overpayment or require you to repay the overpayment to us within 14 days. The overpayment will be a debt due and owing to us by you.

You must never request homestay fees directly from your overseas student.

The ISP Terms and Conditions for Homestay Providers should be read in the context of, and in conjunction with the ISP Standard Terms and Conditions and the ISP refund request form.

If you have a question or concern about the payment of homestay fees, you can contact us.

#### 5. Moving a student

#### 5.1 Moving a student by us

We may move your overseas student from your home if we provide you with two weeks prior written notice. We may move your overseas student from your home immediately and without notice if we believe there are circumstances that warrant urgent action. Circumstances that warrant urgent action may include:

- if we suspect or become aware that your overseas 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 there is a breach of the Strategy;
- if you fail to ensure that the information we hold about you is correct, complete and current; or
- in an emergency or critical incident.

#### 5.2 Moving a student at your request

If you are unable to host your overseas student for any reason you must notify us as soon as possible.

If you are able but would prefer not to host your overseas student, you may request us to move your overseas student temporarily or permanently by giving at least four weeks prior written notice. We will endeavour to move your overseas student to a different home.

We will not move students at your request within the first four weeks of a homestay placement unless there are exceptional circumstances.

# 6. Safety and medical

#### 6.1 Medical and emergencies

You must:

 assist your overseas student to attend any routine medical, dental, hospital or other healthrelated appointments; and • notify us if your overseas student suffers harm, an illness or injury.

If an emergency or critical incident occurs, you must:

- call 000 or seek any necessary emergency medical assistance for your overseas student; and
- notify us immediately (after school hours, report any incident involving the overseas student to 1800QSTUDY (1800778839) as required in the <u>DEi incident management procedure</u>).

Where we have received permission from the overseas student's parent or legal custodian to administer and manage your Overseas student's medications, you must assist your overseas student to administer and manage their medications except in extenuating circumstances.

In extenuating circumstances, only with our permission and in your overseas student's best interests, you may:

- provide or administer over-the-counter or prescribed medication to your Overseas student;
   and
- · administer first aid.

Extenuating circumstances include where we think your overseas student needs treatment from a health care professional and we have been unable to obtain permission from the parents or legal custodians. We may authorise any medical and other professional treatment that we believe to be in your overseas student's best interests. This includes hospital transfers, emergency procedures, and administering drugs and medications. To do this, we may request for you to sign consents to medical and other health procedures on our behalf.

#### 6.2 Safety

You must notify us immediately if you suspect or become aware that your overseas student or any student in our homestay program has been harmed or is at risk of harm.

You must notify us immediately if your overseas student reports to you that they or any student in our homestay program has been harmed or is at risk of harm.

You must inform us immediately if you suspect or become aware that your overseas student or any student in our homestay program has engaged in or is at risk of engaging in inappropriate or unlawful sexual conduct.

You must notify us immediately if you suspect or become aware that any person has been harmed by or is at risk of harm from your overseas student or any student in our homestay program

#### 6.3 Blue Cards and Exemption Cards

To remain an approved homestay provider, you and every other adult resident or adult guest frequenting your home for 7 or more days in a calendar year must hold a Blue Card or an Exemption Card.

It is the card holder's responsibility to notify Blue Card services immediately if there is a change in their police information.

#### 7. Information and communication

#### Communication with your overseas student

If you need help communicating with your overseas student, you should contact us for assistance.

#### 7.1 Communication with us

You may communicate with us as specified in Schedule 1 – Contacts. The appropriate contact will differ depending on the nature of the communication.

#### You must:

- maintain regular contact with us to discuss the homestay placement and your overseas student's wellbeing;
- · meet with school staff as required; and
- use reasonable endeavours to attend orientations, meetings and information sessions arranged by us in relation to the homestay program.

#### 7.2 QParents

If you are granted access to an overseas student's QParents account, you must only use the account to view and edit the attendance and view the course progress of an overseas student. You must not provide consent on behalf of an overseas student in any circumstances. Parental consent is to be sought directly from the overseas student's parent or legal guardian.

If you are registered as the QParents account owner for your overseas student, you must:

- invite your overseas student's parents to be delegated viewers and nominate that they can view all information sets; and
- not allow any other person to be a delegated viewer unless we give you written instructions to the contrary.

#### 7.3 Your information

You must ensure that the information we hold about you is correct, complete and current.

You must notify us if there is a change to any of the information that you provided to us. For example:

- where changes to your home (such as construction or damage for example) may impact on your suitability to provide homestay accommodation; or
- where you have a visitor over the age of 18 residing for more than 7 days in a calendar year in your home.

#### 7.4 Your overseas student's privacy

You must respect your overseas student's privacy. This includes ensuring that your overseas student is provided with privacy in their bedroom, bathroom and toilet (for example, all persons knock and seek permission before entering).

In your capacity as a homestay provider, you will have access to personal information of your overseas student and you are required to comply with Parts 1 and 2 of the <u>Information Privacy Act 2009 (Qld)</u> as though you were the 'agency' referred to in the privacy principles. Broadly, this means that you must not collect, record, store, use or disclose (including on social media) the personal information of your overseas student in a way that is inconsistent with the Queensland Privacy Principles in Schedule 3 of the *Information Privacy Act 2009* (Qld).

You must not collect sensitive personal information about your overseas student unless required or authorised by law or the student consents to the collection and the collection is reasonably necessary

for or directly related to your compliance with this Agreement or your compliance with the Strategy.

You must only collect, record, use or disclose your overseas student's personal information for the purpose of complying with this Agreement or the Strategy. You must not collect, record, store, use or disclose (including on social media) your overseas student's personal information except:

- to comply with this Agreement;
- to comply with the Strategy;
- to communicate with school staff about your overseas student's schooling, welfare (including misbehaviour), visa non-compliance (attendance and course progress) or the homestay program;
- as required or authorised by law; or
- with the express consent of your overseas student or their parent (for example, seek permission before taking photographs of your overseas student and only share the photograph with their consent).

On our request, you must promptly return or permanently destroy all records of the personal information of your overseas student that we provided to you (including copies).

If you become aware that you have collected, recorded, stored, used or disclosed your overseas student's personal information in a manner inconsistent with the *Information Privacy Act 2009* (Qld) or are otherwise concerned about the treatment of your overseas student's personal information, you must notify us as soon as possible and use your best efforts to assist us to rectify any privacy breach and to prevent recurrence of any such breaches. You must fully cooperate with us in relation to any privacy complaint that relates to you or treatment of your overseas student's personal information.

#### 7.5 Your privacy

We collect your personal information when you apply to be a homestay provider and, if your application is approved, while you are a registered as a homestay provider.

We may record, use and disclose your personal information for the purpose of assessing your application to become an approved homestay provider, administering this Agreement, administering the homestay program generally (including discharging our duty of care to overseas students in the Education Queensland International (EQI) homestay program), and complying with Australian laws and our policies and procedures. We may record, use and disclose your personal information including name, date of birth, address, Blue Card number and homestay approval status to create and maintain a register of approved and non-approved homestay providers accessible to us, Australian authorities relevant to overseas students and Australian schools who provide or may provide courses to overseas students and you consent to such recording, use and disclosure.

Records, including of your personal information, are retained and disposed of in accordance with the *Public Records Act 2002*.

Where an overseas student is placed with you, there will be ongoing communication and exchange of information, including your personal information, between us, you, your overseas student, your overseas student's parents and your overseas student's education agent if they have one.

More details about our privacy policy, including how you can access personal information about you that we hold are available at <a href="https://ged.gld.gov.au/about-us/rti">https://ged.gld.gov.au/about-us/rti</a>.

#### 7.6 Complaints

You are encouraged to contact your school directly to try to resolve your issue.

Customer complaints are managed in accordance with the <u>Customer complaints and grievances</u> management policy and <u>Customer complaints management procedure</u>.

You can make a complaint if you are dissatisfied about the service or action of a school, the department, or its staff. We do not charge a fee for using our complaints process.

You can make a complaint by either:

- contacting your school;
- completing the form on the Queensland Government compliments and complaints webpage;
- calling 13QGOV (13 74 68) within Australia;
- calling +617 3022 0001 (+10 hours UTC) for international callers; or
- visiting one of the Queensland Government's counters.

For further information, refer to the <u>Department of Education's compliments and complaints webpage</u>.

#### 8. Withdrawal, suspension and cancellation

#### 8.1 Withdrawal by you

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

If you have an overseas student living with you, you may withdraw from the homestay program at any time by providing four weeks prior written notice to us.

#### 8.2 Suspension

If you are in breach of this Agreement, we may give you a notice explaining what you must do to remedy the breach and we may suspend your registration until the breach has been remedied.

If we suspend your registration, we will move your overseas student out of your home.

You are not entitled to homestay fees for a payment period in which we suspend your registration. Any homestay fees paid to you for a payment period in which we suspend your registration must be repaid to us as an overpayment, and, until repaid, are a debt due and owing to us by you.

#### 8.3 Termination and Cancellation

We are required under the *Education Services for Overseas Students Act 2000* (ESOS Act) and related instruments to ensure that legislative child welfare standards are upheld.

We may by written notice terminate this Agreement and/or suspend or terminate your registration with immediate effect if we suspect on reasonable grounds that you:

- are risking the life, health, safety, welfare or wellbeing your overseas student, any other overseas student, or any child or young person; or
- have or risk causing us to contravene any of our legislative or other legal obligations, including our obligations under the ESOS Act.

We may by written notice terminate this Agreement and/or suspend or terminate your registration as a homestay provider with immediate effect if:

- you fail to comply with a notice to remedy a breach within the time stated in the notice;
- · you commit repeated breaches;
- you commit a material breach;
- you commit a breach that is incapable of remedy;
- we suspect or become aware that your overseas student may be at risk of harm (in which
  case we may act without conducting an investigation into the truth of any allegations or
  concerns); or
- we are reasonably satisfied that you have caused, or risk causing, us to contravene any of our legal obligations (including our obligations under the ESOS Act).

If you are not in breach of this Agreement, we may by written notice terminate this Agreement and/or cancel your registration as a homestay provider for any or no reason by providing you with:

- at least two weeks' written notice, if you do not have an overseas student living with you, or
- at least four weeks' written notice, if you have an overseas student living with you.

If this Agreement is cancelled due to your breach of the Agreement and we cancel your homestay provider registration, we will notify participating schools and will update your status in the register of approved and non-approved homestay providers.

#### 9. General

#### 9.1 No guarantee

We do not guarantee that we will place overseas students with you or that the overseas student will stay with you for the duration of their program with us.

#### 9.2 Insurance and damage

You must:

- (if you are a homeowner) obtain and maintain home and contents insurance (including legal liability insurance of no less than \$20 million);
- (if you rent your home) obtain and maintain contents insurance (including legal liability insurance of no less than \$20 million);
- · provide us with a certificate of currency of the insurance, if requested;
- check whether your policy of insurance covers you for injury to your overseas student while in your care or damage an overseas student may cause to your property;
- discuss your individual insurance requirements with your insurer to ensure you have the insurance coverage that is right for your circumstances;
- resolve any issue involving damage to your home or its contents with your insurer rather than through us or your overseas student (see Release, discharge and indemnity below); and
- advise us of damages done to your property if you believe that it was intentionally caused by your overseas student and a disciplinary intervention may be required.

#### 9.3 Release, discharge and indemnity

We are not responsible for any compensation or insurance claims that you may lodge, or the outcomes of those claims.

You release, discharge and indemnify us (including our 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 your overseas student's participation in the homestay program, except to the extent that the Claims were caused or contributed to by our negligent acts or omissions.

You agree not to request compensation from (or to pursue compensation in any way, including through legal action), your overseas student for any damage, including property damage, arising from or incurred in connection with your overseas student's participation in the homestay program. You agree not to request, in any way, that we request (or otherwise pursue, including by legal action) compensation from your overseas student for the same.

#### 9.4 Compliance with laws

You must comply with any laws, standards or codes relevant to your obligations under this Agreement.

#### 9.5 No representation or reliance

You acknowledge and confirm that you do not enter into the homestay program in reliance on any representation or other inducement by or on behalf of us, except for representations or inducements expressly set out in this Agreement.

#### 9.6 No agency

You are not our employee or agent. You must not act or represent yourself to be our employee or agent.

You cannot promise or consent to anything on behalf of us (including your overseas student's school, EQI or the department) unless we request you to do so in writing (which will only be done in extenuating circumstances - see the Medical and emergencies section above).

# 10. Changes to ISP Terms and Conditions for Homestay Providers

These ISP Terms and Conditions for Homestay Providers may be amended by us from time to time. Any changes will be the same for all homestay providers. We will give you 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 (see <u>Withdrawal by you</u>).

#### 11. Definitions

In this Agreement, the following definitions apply:

"Agreement" means the contract between you and us comprised of your application to us, our letter of acceptance to you, these Terms and Conditions for Homestay Providers and the Strategy.

"Application" means the Education Queensland International Homestay Provider Application Form that you submitted to us.

"Blue Card" means the positive notice and a Blue Card issued by Blue Card Services following successful assessment of a person's eligibility to work or volunteer with children which involves a check of a person's national criminal history (including all spent convictions, pending and non-conviction charges) and other disciplinary and police information. For more information visit the <a href="Blue Card Services website">Blue Card Services website</a>.

"ESOS Act" means the Education Services for Overseas Students Act 2000.

"Exemption Card" means a positive exemption notice issued by Blue Card Services under the Working with Children (Risk Management and Screening) Act 2000.

"Harm" means any detrimental effect of a significant nature on a person's physical, psychological or emotional wellbeing (and includes self-harm).

"High risk activities" means any activity which inherently poses an increased risk of harm, illness or injury, regardless of whether the activity is undertaken in a controlled environment and/or under appropriate supervision. Examples of high risk activities are extreme sports, water activities, recreational activities with dangerous elements, driving as or with a learner or provisional driver's licence holder and overnight travel.

"Homestay provider" means a person, a couple or a family who registered and approved by us to deliver accommodation services and to provide supported and supervised in-home accommodation where food and shelter and a safe, caring and supportive home environment is provided to an Overseas student.

"Overseas student" means a student in Australia on a visa subclass 500 (schools sector) enrolled in an EQI course, and the student that we place with you and whom you host in your home under this Agreement.

"Payment Schedule" means the schedule attached to our letter of acceptance to you setting out the homestay fees that we will pay you and the dates for the payments and includes any replacement payment schedule.

"Routine activities" includes travel to and from school or off-site school activities, everyday travel with you and normal domestic activities such as shopping, entertainment, sports, visiting friends and health care consultations. It does not include overnight stays away from your usual place of residence.

"Strategy" means the <u>Child and Youth Risk Management Strategy</u> developed and implemented under section 171 of the *Working With Children (Risk Management and Screening) Act 2000* as in force at any given time.

"Us" or "We" means the State of Queensland through the Department of Education and includes Education Queensland International and all Queensland state schools.

"You" means the applicants identified on the EQI ISP homestay provider application form which was accepted by us and who have been registered as approved homestay providers by us.

#### Schedule 1 - Contacts

(to be completed by the school)

Title	Name	Phone number	Email
24/7 emergency contact telephone number	N/A	1800QSTUDY (1800 778 839)	1800QSTUDY@qed.qld.gov.au
International Student Coordinator			
Homestay Coordinator			
Person to contact about payments			
Principal			
EQI contact			