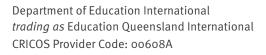


# International Student Programs homestay provider application form

# **Contact Details**

Postal Address PO Box 15050 City East, QLD 4002 Australia Telephone (within Australia) 1800 316 540 Telephone (outside Australia) +61 7 3513 5301 Email EQInternational@qed.qld.gov.au Website eqi.com.au





# Thank you for your interest in becoming a homestay provider for a Queensland state school through Education Queensland International (EQI). Homestay providers provide a safe, caring and supportive home environment for students enrolled in International Student Programs (ISP), so they can experience life in an Australian home and become 'one of the family'.

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.

If your application is successful all adults residing in your home for more the 7 days in a calendar year are required to successfully obtain a blue card or exemption card prior to a student being placed in your home.

1. Your contact d	letails
Applicant 1	
Full Name	
Gender	Male Female Date of birth
Email address	
Home address	City
State/Province	Postcode Own Rent
Home phone	Mobile phone Work phone
Occupation	Work hours
Blue card/Exemption	Blue card/Exemption
Card number Driver Licence	Card expiry date
number	
Interests/hobbies	First Aid Certificate Yes No
Applicant 2	
Full Name	
Gender	Male Female Date of birth
Email address	
Home address	City
State/Province	Postcode Own Rent
Home phone	Mobile phone Work phone
Occupation	Work hours
Blue card/Exemption Card number	Blue card/Exemption Card expiry date
Driver Licence number	Driver Licence Driving restrictions
Interests/hobbies	First Aid Certificate Yes No
2. Please outline	e your reasons for wanting to be a homestay family or provider

# 3. Members of your household

Please complete for all people who currently live in your home or regularly reside in your home for 7 days or more in a calendar year while you are a homestay provider.

Resident 18+ years of	d					
Full Name						
Gender	Male	Female	Date of birth			Relationship to applicant
Email address						Mobile phone
Occupation				Work	hours	
Blue card/Exemption Card number			5.1.1.		Blue ca	ard/Exemption
Driver Licence number			Driver Licence expire date		Drivi	ng restrictions
Interests/hobbies						First Aid Certificate Yes No
Resident 18+ years ol	d					
Full Name						
Gender	Male	Female	Date of birth			Relationship to applicant
Email address						Mobile phone
Occupation				Work	hours	
Blue card/Exemption Card number					Blue ca	ard/Exemption ard expiry date
Driver Licence number			Driver Licence expire date		1	ng restrictions
Interests/hobbies						First Aid Certificate Yes No
Resident 17 years and	l under					
Full Name						
Gender	Male	Female	Date of birth			Relationship to applicant
Occupation				Work/study	hours	
Driver Licence number			Driver Licence	·		ng restrictions
			expire date			
Intelests/hobbles	Interests/hobbies					
Resident 17 years and	l under ······					
Full Name						
Gender						
	Male	Female	Date of birth			Relationship to applicant
Occupation	Male	Female		Work/study	/ hours	Relationship to applicant
	Male	Female	Date of birth Driver Licence expire date	·		Relationship to applicant
Occupation	Male	Female	Driver Licence	·		
Occupation Driver Licence number		Female	Driver Licence	·		
Occupation Driver Licence number Interests/hobbies		Female	Driver Licence	·		
Occupation Driver Licence number Interests/hobbies <b>Resident 17 years and</b>			Driver Licence	·		
Occupation Driver Licence number Interests/hobbies <b>Resident 17 years and</b> Full Name	l under		Driver Licence expire date	·	Drivi	ng restrictions
Occupation Driver Licence number Interests/hobbies <b>Resident 17 years and</b> Full Name Gender	l under		Driver Licence expire date	Work/study	Drivi	ng restrictions

4. Information about your household				
Please choose 🔵 one option only:				
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 household?Yes 💦 No 🦳				
If Yes, please provide details				
List any special food requirements applying to your household (e.g. vegetarian, halal, gluten free, no nuts etc.)				

# 5. Tell us about your household (attach a photo - optional)

# 6. Information about your home (attach a photo - 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 (e.g. air conditioning, ceiling fans, backyard, swimming pool, etc.)	
Describe the student's bedroom (e.g. size of bed, is there a desk, wardrobes/cupboards/shelves etc.)	

# 7. Pets (attach a photo - optional)

Animal type/breed	Name	Indoor/outdoor	Comments

### 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 household.

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

Approximate travel time to school       What is the distance to school (km)?         Approximate cost of public transport per week       Image: Cost of public transport per week	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 cost of public transport per week	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).

I understand (

### 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.* 

Yes

No

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 ( ) No (

### 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 No 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?
Yes No Comment
Attend social/networking functions organised by the school/agent?
Yes No Comment
Host an international student, at short notice, in an emergency?
Yes No Comment

12. Hosting prefe	rences			
Student gender Placement type Placement duration	Male       Female       Don't mind         Individual Placement       Double Placement         3 months       6 months       9 months       12 months			
(e.g. English colleges	a homestay provider/host with any other organisations , universities, student exchange organisations) or other schools? Yes No O other organisations/schools you are registered with			
Note: EQI limits the number of students that can be hosted at any time to two (2).				

# 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 necessary):

- 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\*.

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

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 oulined in EQI's homestay procedures and Change of Welfare procedure published on the Department of Educations Policy and Procedure Registser (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 <u>smoke alarms</u> and <u>swimming pools</u>.
- 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	

# Attachment 1

# Rules of the homestay home

#### The student must:

- seek permission before going out after school and on weekends;
- keep the household informed about where you are;
- be contactable at all times; and
- be polite and show respect to all members of the homestay household;
- 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**

Curfew times are a guide only and can be modified to suit the individual needs of students and homestay providers.

#### 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

Requirement to keep the home secure: for example:

• lock doors when going out and at night;

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

Rules regarding inviting friends/visitors to the home:

Rules of the homestay	home (cont.)
	you have a home phone is the student permitted to use it? For local, national and/or international phone remium services' e.g. 1900 numbers. Can they permit others to use the home phone?
Rules about use of mobile phone	es/mobile devices in the home (including taking pictures on devices of homestay family members and the home)
the student to use your device of	ts may bring their own device. Consider rules regarding limits on use of the device. If you permit consider rules regarding appropriate supervision and password security, child safety, illegal or and backing up important documents.
	associated with providing internet access. Consider rules regarding appropriate supervision, cyber inappropriate or illegal material as well as virus protection. Students can utilise their own mobile data. <u>r 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	
<ul> <li>no use of candles,</li> <li>rules on use of portable</li> <li>heated hair styling products</li> </ul>	heaters (if permitted) ucts (e.g. hair straighteners) not to be left on surfaces which could burn
Privacy, all members of the hou	isehold will:
<ul> <li>wear appropriate clothir</li> <li>knock before entering a</li> </ul>	ig around the home; bedroom, bathroom or toilet, if the door is closed;
The student must:	
seek permission before	ger child in a bedroom or bathroom with the door closed; posting any information about the household members or the homestay home on social media and be nedia posts or public comments; rules below

# THIS AGREEMENT

Your Agreement with us is comprised of:

- a) a) your Application to us;
- b) b) our letter of acceptance to you;
- c) c) these Terms and Conditions for Homestay Providers; and
- d) d) the Strategy as in effect at any given time.

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

### ACCOMMODATION

#### Your home

You must provide your Student with accommodation including:

- e) a) a clean and tidy household with access to shared living areas;
- f) b) reasonable gas, electricity, heating and water;
- g) c) a safe, secure bedroom for your Student's sole use, with a bed and suitable storage space for clothes, personal effects and study materials;
- h) d) study facilities including a desk, a chair, and adequate lighting;
- i) e) kitchen, bathroom and laundry facilities;
- j) f) household items such as towels, sheets, blankets, eating and cooking utensils; and
- k) g) any keys, alarm codes or passwords required for your Student to have free access to the homestay residence.

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

#### Inspections

You must allow us to inspect your home if we give you at least 14 days prior written notice. In the event of an emergency or critical incident you must allow us to inspect your home immediately.

#### **Other residents**

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

You must not host more than two international students enrolled in an international student program course, in your home at the same time unless we have given you approval in writing. If two students are hosted, they must not be from the same nationality or linguistic or cultural background unless we have given you approval in writing. You may host additional students on short-term study tours; however it is your responsibility to check the financial implications of these additional arrangements.

#### <u>Meals</u>

You must provide your Student with three meals each day and reasonable access to snacks.

Meals should be nutritious and in accordance with your Student's dietary and medical needs.

### **TRAVEL AND ACTIVITIES**

#### **Supervision**

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

You must:

- a) ensure your Student is appropriately supervised outside school hours;
- b) not allow your Student to be unsupervised overnight;
- c) monitor your Student's social and recreational activities;
- d) only permit your Student to stay away overnight or undertake any non-routine travel or activity if your Student has our prior written approval;
- e) immediately advise us if you have any concerns for your Student's health, safety or wellbeing;
- f) never leave your Student to supervise younger children, even for a short time;
- g) use your best endeavours to assist your Student to comply with school rules and their enrolment agreement with us (including our Standard Terms and Conditions for Education Queensland International's students); and
- h) immediately notify us if you are permanently or temporarily unable to host or ensure appropriate supervision of your Student.

#### <u>School</u>

#### You must:

- a) take your Student to school on their first day;
- b) assist your Student to attend school, on time, every school day;
- c) encourage your Student to comply with the Education Queensland International Course Progress procedure (for example, by encouraging them to complete homework and to study);
- d) notify the school of any concerns you have about your Student's school attendance or academic performance (including, for example, if your Student is experiencing difficulties because of part-time or casual employment); and
- e) assist your Student to participate in extra-curricular activities arranged or recommended by the school.

#### Transport, travel and activities

If we ask you to collect your 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 Student has arrived, once your Student is in your care.

You must:

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

#### **Driving**

You must not permit your Student:

- a) 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;
- b) 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.

A Student may only drive a vehicle:

- a) while using a Queensland driver's licence;
- b) if the vehicle is registered under the student, parent or legal custodian's name;
- c) the vehicle is subject to full comprehensive insurance that has coverage for an at-fault driver; and
- d) with approval from the student's parent or legal custodian.

The Student may, with the permission of their parent or legal custodian, undertake driving lessons with a professional driving instructor when holding a Queensland learner licence.

You must not permit your Student 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.

#### Swimming

Please be aware that, regardless of their age, 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.

Students must take a Water Skills Assessment facilitated by the school if they would like to be approved to take part in any water activity. This means that both the Water Skills Assessment and Travel and activities form are required prior to participation.

### **CONDUCT AND BEHAVIOUR**

#### **Standard Terms and Conditions**

We require your Student to comply with the Standard Terms and Conditions for our international students.

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

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

You must ensure you and everyone in your home complies with the Strategy and the legislation governing Blue Cards in Queensland.

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

- a) your Student is not alone with you or another person (e.g. another child) in a bedroom or bathroom with the door closed; and
- b) your Student is not permitted access to alcohol or offered alcohol by you or your guests.

#### Behaviour Management

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

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

#### **FEES AND PAYMENT**

We will pay you homestay fees for the period that you have agreed to host the Student in your home. The amount of homestay fees and the dates that we will pay you are indicated in the Payment Schedule. If the Student chooses not to stay with you at any time, then you are entitled to payment (except during the December-January school holiday period when a holding fee applies). If you are unavailable to host the Student for a period of time, we may reduce the homestay fee payable to you for that period.

If the Student's course includes the December-January school holiday period, the 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 in the new Payment Schedule. We will use our best endeavours 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 Student.

The Terms and Conditions for Homestay Providers should be read in the context of, and in conjunction with the Standard Terms and Conditions and the Refund Policy.

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

### **MOVING A STUDENT**

#### Moving a student by us

We may move your Student from your home if we provide you with two weeks prior written notice. We may move your 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:

- a) if we suspect or become aware that your Student may be at risk of Harm (without conducting an investigation into the truth of any allegations or concerns);
- b) if there is a breach of this Agreement;
- c) if there is a breach of the Strategy;
- d) if you fail to ensure that the information we hold about you is correct, complete and current; or
- e) in an emergency or critical incident.

#### Moving a student at your request

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

If you are able, but would prefer not to host your Student you may request us to move your Student temporarily or permanently by giving at least four weeks prior written notice. We will use best endeavours to move your 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.

### **SAFETY AND MEDICAL**

#### **Medical and Emergencies**

You must:

- a) assist your Student to attend any routine medical, dental, hospital or other health-related appointments; and
- b) notify us if your Student suffers Harm, an illness or injury.

If an emergency or critical incident occurs, you must:

- a) obtain any necessary emergency medical assistance for your Student; and
- b) notify us immediately.

#### <u>Safety</u>

You must notify us immediately if you suspect or become aware that your Student has been Harmed or is at risk of Harm.

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

You must inform us immediately if you suspect or become aware that your Student has engaged in or is at risk of engaging in inappropriate or unlawful sexual conduct.

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 Student.

#### Blue Cards and Exemption Cards

You and every other adult resident in your home must hold a Blue Card or an Exemption Card. You must seek advice from Blue Card Services if you are not sure about your obligations.

You must immediately notify us if there is a change in the police information for you or any person residing in your home who holds a Blue Card or Exemption Card.

#### INFORMATION AND COMMUNICATION

#### Communication with your Student

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

#### 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:

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

#### **QParents**

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

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

#### 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.

#### Your Student's privacy

You must respect your Student's privacy. This includes ensuring that your Student is provided with privacy in their bedroom and in the bathroom and toilet (e.g. all persons knock and seek permission before entering).

Your access to your Student's personal information is subject to information privacy law. You must not record, store, use or disclose (including on social media) your Student's personal information except:

- a) to comply with this agreement;
- b) to comply with the Strategy;
- c) to communicate with school staff about your Student's schooling, welfare or the homestay program;
- d) as required or authorised by law; or
- e) with the express consent of your Student or their parent (for example, seek permission before taking photographs of your Student and only share the photograph with their consent).

#### 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, maintaining a register of approved and non- approved homestay providers, administering this agreement, administering the homestay program generally (including discharging our duty of care to students in the EQI homestay program), complying with Australian

laws and our policies and procedures. Records are retained and disposed of in accordance with the Public Records Act 2002. Where a student is placed with you, there will be ongoing communication and exchange of information, including your personal information, between us, you, your Student, your Student's parents and your Student's education agent if they have one.

#### **Complaints**

Before you lodge a customer complaint with the department, you are encouraged to contact your school to try to resolve your issue. We manage customer complaints in accordance with the <u>Department of Education's Customer Complaints Management Framework</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 <u>Queensland Government complaints and compliments webpage</u>
- calling 13QGOV (13 74 68) within Australia
- calling +617 3022 0001 (+10 hours UTC) for international callers
- visiting one of <u>QGov's counters</u>.

For further information, refer to the Department of Education's Compliment, suggestions and customer complaints webpage.

### WITHDRAWAL, SUSPENSION AND CANCELLATION

#### Withdrawal by you

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

#### 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 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.

#### Termination and Cancellation

We may immediately terminate this agreement and we may cancel your registration as a homestay provider if:

- a) you fail to comply with a notice to remedy a breach;
- b) you commit repeated breaches;
- c) you commit a material breach;
- d) you commit a breach that is incapable of remedy; or
- e) we suspect or become aware that your 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).

If you are not in breach of this Agreement we may cancel your registration as a homestay provider without cause by providing you with:

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

#### **GENERAL**

#### No guarantee

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

#### Insurance and damage

You must:

c) (if you are a home owner) obtain and maintain home and contents insurance (including legal liability insurance of no less than \$20 million);

- d) (if you rent your home) obtain and maintain contents insurance (including legal liability insurance of no less than \$20 million);
- e) provide us with a certificate of currency of the insurance, if requested;
- f) check whether your policy of insurance covers you for injury to your Student while in your care or damage a student may cause to your property;
- g) discuss your individual insurance requirements with your insurer to ensure you have the insurance coverage that is right for your circumstances; and
- h) advise us as soon as reasonably practicable of any damage done to your property caused by your Student.

#### **Release Discharge and Indemnity**

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 or your 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.

#### Compliance with laws

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

#### 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.

#### No agency

You must not act as or represent yourself to be our agent. You cannot promise or consent to anything on behalf of us (including your Student's school, Education Queensland International or the Department of Education).

#### Changes to Terms and Conditions for Homestay Providers

These 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 'Withdrawal by you').

#### **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 see <a href="https://www.bluecard.qld">https://www.bluecard.qld</a>. gov.au/.

"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. Examples of high-risk activities are extreme sports and recreational activities with dangerous elements.

"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 the homestay address.

"Strategy" means the Department of Education International Risk Management Strategy for Homestays and Short Term Cultural Exchanges developed and implemented under section 171 of the Working With Children (Risk Management and Screening) Act 2000 as in force at any given time.

"Student" means the student that we place with you and whom you host in your home under this Agreement.

"Us" or "We" means the State of Queensland through the Department of Education and includes

Education Queensland International (EQI) and all Queensland State schools.

"You" means the applicants identified on the Education Queensland International

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)	N/A
International student coordinator			
Homestay coordinator			
Person to contact about payments			
Principal			
EQI contact			

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