

International Students – Homestay Accommodation Policy

[ESOS Act – National Code Standard 5]

- All of Brighton Grammar School's policies are intended to be up to date and be consistent with all relevant laws.
- Employees are expected to comply with all applicable policies.
- Various parts of the policies require managers and staff to exercise discretion, and the policies are not intended to be applied in a legalistic or prescriptive manner.
- These policies may be varied by Brighton Grammar School from time to time, at its absolute discretion.
- Brighton Grammar School is fully committed to the protection of children and young people during all School activities and environments both within and outside of School hours.
- This is a whole of school policy and there may, from time to time, be variations in different parts of the School. In such circumstances, advice will be issued by the relevant Head of School.

Introduction

The Education Services for Overseas Student (ESOS) Act sets out the legal framework governing delivery of education to overseas students studying in Australia on a Student Visa. Within the ESOS legislative framework are the standards to ensure quality with which Brighton Grammar School (BGS) must comply in order to retain registration as an educational provider for International Students – the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018).

This Policy outlines the principles and approach where a registered provider takes on responsibility for approving the accommodation, support and general welfare arrangements for a student under 18 years of age, in line with Standard 5.

- Standard 5: Younger overseas students. The registered provider must ensure the arrangements for the younger students are suitable, ongoing and appropriately managed until the student turns 18 years of age.

Definitions

CAAW letter means a Confirmation of Appropriate Accommodation and Welfare letter issued where the School has undertaken responsibility under the Migration Regulations for approving the accommodation, support and general welfare arrangements for a student who has not turned 18 (who will not be residing with a parent or Department of Home Affairs approved relative in Australia).

Child Safe Standards means the Child Safe Standards made under section 17(1) of the Child Wellbeing and Safety Act 2005.

School means Brighton Grammar School, a registered school by the Victorian Registration & Qualifications Authority (VRQA) under section 4.5.1 of the ETR Act, suitable to provide a specified course to students from overseas.

ETR Act means the Education and Training Reform Act 2006.

Homestay accommodation means the provision to an overseas student of board and or lodgings by a host family either voluntarily or for a fee.

National Code means the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

Overseas student has the same meaning as in section 1.1.3 of the ETR Act.

Purpose

International students over 13 years of age wishing to study at Brighton Grammar Schools are encouraged to stay with their parents for the duration of their studies. However, BGS acknowledges that there may be occasions where this is not practical and homestay accommodation is required.

Brighton Grammar School accepts responsibility for sourcing, managing and monitoring all homestay accommodation agreements to ensure that the wellbeing and welfare of international students is maintained both during and after School hours. The nominated dates during which BGS will accept responsibility for approving the student's accommodation, support and general welfare arrangements will be agreed with the student and their parent(s) / legal guardian. BGS will use these dates to complete a Confirmation of Appropriate Accommodation and Welfare (CAAW) when generating the student's COE and advise Immigration of these dates. BGS understand the above responsibility is non-delegable.

Homestay Application Process

Only students in Secondary School, over the age of 13 are permitted to stay in homestay accommodation. During the application process – passports / birth certificates are validated to ensure they are above the permitted age.

The above guideline does not apply during the period the overseas student is, or will be, living with a parent or close family relative (aunt, uncle, grandparent or sibling over 21 years of age approved as suitable by the Department of Home Affairs) as part of the student's visa approval

International student homestay requests are initiated through the Admissions Coordinator directly by the parent(s) of the student wishing to study at Brighton Grammar School. Parents must complete *Student Homestay Request* as part of the enrolment process. This form is only available from the Admissions Coordinator who will discuss this option in detail with the family prior to formalising the request.

When BGS accepts responsibility for the welfare arrangements of a student under the age of 18, either in Homestay accommodation, a Confirmation of Acceptable Accommodation and Welfare (CAAW) letter is created at the same time as the Confirmation of Enrolment (CoE) in PRISMS. The CAAW is signed by the School to confirm approval of the accommodation arrangements.

BGS nominates the dates from which responsibility takes place. The welfare responsibilities must cover the full period of the CoE and seven days thereafter at a minimum. If a student wishes to arrive from overseas earlier than the nominated date, the student must be accompanied by a DHA approved guardian, or the School must extend the welfare commencement date.

Students are obliged to notify BGS of any change of address while enrolled at the school. Where the School has approved the student's welfare and accommodation arrangements, the student must seek both the School's and their parent's prior approval for any change to welfare and accommodation arrangements. Brighton Grammar will arrange Homestay accommodation on behalf of the student.

Sourcing Homestay Families

Brighton Grammar will be responsible for sourcing appropriate homestay families and will, in the first instance, source homestay families from within the current School community. Requests will be made via internal School communications such as School newsletters or direct communication with possible hosts.

The School conducts screening and ongoing monitoring of any third-party providers engaged to organise, provide or assess student welfare and accommodation arrangements. Prior to engagement, the School undertakes due diligence to ensure third parties meet legislative, regulatory and child-safety requirements and are capable of delivering safe and appropriate welfare and accommodation services. Approved providers are subject to clear role definitions and ongoing monitoring to ensure continued compliance and suitability. The School retains overall responsibility for student welfare and maintains records of approval, monitoring, and any corrective actions taken in accordance with the National Code and CRICOS requirements.

All potential homestay hosts must express interest by completing the *International Student Homestay Accommodation Application* (see Appendix). The details on this form will be reviewed by the Admissions Coordinator, Compliance Coordinator and International Liaison Officer to ensure suitability for the international student. The School will endeavor to match students with BGS families that align with their preferences and lifestyle e.g. if a student has a pet allergy they will not be placed in a pet friendly home. Brighton Grammar School will make the final decision on appropriate homestay families and execute and manage all agreements relating to the homestay arrangement.

Homestay Host Induction Process

Brighton Grammar assesses whether a homestay host and the home accommodation are acceptable prior to the accommodation being approved.

The Head of School, in consultation with the Compliance Coordinator and International Liaison Officer will:

- Meet the proposed host, and any others who live at the homestay accommodation to determine the character and background of all persons who will be in frequent contact with the homestay student.
- Visit the home and complete the Homestay Checklist.
- Conduct an Induction session (including Child Safety protocols) with the host family and ensure the Homestay family completes annual Child Safety training including reading and acknowledging the School's:
 - Child Safety and Wellbeing Policy
 - Child Safety Code of Conduct
 - Child Safety and Wellbeing Reporting Obligations Policy
 - Any other relevant policies.
- Obtain valid WWC checks from all persons 18 years or over (including other students) living or frequenting the home and check the validity of the documents via the WWC check website.
- Obtain information about any essential or relevant professional or other qualifications that the homestay host has.
- Obtain the homestay host's history of work involving children.
- Obtain 2 reference contact details of personal and professional referees of any persons over 18 years who live or frequent the home as required.
- Check references for suitability, including asking referees at least one suitability question relating to the Child Safe Standards

Every 6 months, the below follow up will be conducted on each homestay arrangement:

- Review all agreements
- Conduct facility inspections
- Re-verify WWCC via Dept of Justice portal
- Host information and awareness sessions for homestay providers which address:
 - Critical incident policies and procedures
 - The school's Child Safety and Wellbeing Policy and Child Safe Code of Conduct
 - Identifying and reporting actual or suspected child abuse

- The Homestay Terms and Conditions, including any updates
- Any legislative or policy changes that will affect the homestay provider
- Reiterate expectations, roles and responsibilities of homestay providers
- Provide support and advice as required.

This will be documented in the *Homestay Inspection Checklist / 6 Month Checklist* (see Appendix).

Homestay Fees

Parents of international students residing in a homestay accommodation will be required to pay an initial fee of \$1,200 for the administration and set up of the homestay arrangement. The Admissions Coordinator will direct the Finance Team to add this charge to the first fee statement, along with weekly accommodation fees of \$420 per week.

Families must pay these fees in advance to cover accommodation costs.

A Homestay allowance of \$420 per week will be paid, in Advance, by Brighton Grammar School to the host family at the commencement of each school term.

This allowance covers:

- All meals (3 per day, 7 days per week)
- Utilities such as electricity, water and gas
- Use of a single bedroom, lockable bathroom (shared or private), and appropriate study facilities in line with ESOS standards

It does not cover:

- Additional non-educational expenses such as public transport costs and pocket money
- Internet charges
- Phone call costs

Cancellation of Homestay Arrangements

Cancellation of homestay arrangements by either party must be made in writing to the International Liaison Officer. A minimum of 6 weeks' notice must be given.

If the student believes the cancellation is unfair or unwarranted the process in the International Students – Complaints and Appeals Policy may be followed in order to reach a resolution.

Where a homestay arrangement is cancelled due to a parent or nominated relative assuming responsibility for the student's accommodation, support and general welfare arrangements, BGS will advise Immigration as soon as practicable that a CAAW is no longer required.

BGS must continue to approve the welfare arrangements of a student until another appropriate solution can be identified, which may include the student's departure from Australia.

If BGS are no longer able to approve the welfare arrangements of a student, all reasonable efforts must be made to immediately notify the student's parents(s) / legal guardian. The Department of Home Affairs via PRISM must be informed within 24 hours.

If a student is transferring to the School from another provider, the School must liaise with the other registered provider to ensure there is no gap in providing appropriate welfare arrangements. A CAAW letter must be created to reflect the change in welfare arrangements.

The School will inform the student and their family to maintain their welfare arrangements until the transfer date, alternative arrangements have been approved or the student returns home until new approved welfare arrangements take effect.

The School will maintain approval of accommodation and welfare arrangements until:

- The student completes the course and departs Australia
- The student turns 18
- The student transfers to another provider and they assume welfare and accommodation responsibilities
- A parent or nominated guardian approved by the Department of Home Affairs assumes care of the student. This change to CAAW responsibilities will be documented in PRISMS. The parent(s)/guardian(s) and student address details will be updated in PRISMS.
- Any appeals process in relation to BGS's intentions to cancel the student's enrolment have been finalised (these include suspensions, cancellations, course attendance and progress)
- The School has notified the Department of Home Affairs under Standard 5.3.6 that it is no longer able to approve the students' welfare arrangements, or under Standard 5.5 that it has taken the required action after not being able to contact the student.

The School will make every effort to contact an international student's parent(s)/legal guardian(s) immediately if they can no longer approve the international student's welfare arrangements.

After an International student turns 18

It is a condition of enrolment that any student over the age of 18 will reside in a Homestay or School approved appropriate accommodation until the completion of their course. If an International student turns 18 while enrolled at the School, the School's formal CAAW responsibility will cease, and the requirements under Standard 5 of the National Code, as well as this policy, will no longer apply to the student. However Brighton Grammar School will continue to ensure that appropriate welfare arrangements are maintained for the student throughout the duration of their enrolment.

International Liaison Officer

BGS will appoint all international students residing in homestay accommodation, and their hosts, with an International Liaison Officer, who will:

- Support the international student to ensure he is fully supported and safe for the duration of studies at BGS.
- Ensure homestay accommodation is appropriate and meets the needs of the student prior to or at the commencement of the student's stay.
- Assist in the visiting, interviewing and selecting of appropriate homestay hosts and their family members to ensure accommodation is suitable for the student, meets the required standards and provides a safe environment.
- Review all homestay accommodation 6 monthly (minimum) to ensure it meets required standards, meets the needs of the student, and in order to identify any risks to the student's safety and wellbeing. Communicate any issues or concerns regarding International students with the appropriate Head of School or Director of Students immediately.

Student Safety

Student safety is always a priority at Brighton Grammar School and the safety of international students is no exception.

BGS will conduct regular reviews of all homestay accommodation to ensure it meets set requirements, and will ensure all homestay household members over 18 hold a valid working with children card (WWCC) and have been police checked.

Regular communication with families, homestay carers and students will be via our International Liaison Officer on a monthly basis at a minimum. Communication will be via phone, email, school visits and home visits. Students will also be provided with a Student Safety Card that details key contact numbers that the student may use in the event of any emergency.

All reviews will be documented and uploaded to the school's database against the student's file. Formal 6 monthly inspections will be undertaken by the International Liaison Officer in consultation with the Compliance Coordinator and Homestay Host. This review will be clearly documented on the 6 monthly review template and recorded on the students file in the school database.

Students will also be further supported by their House Tutor, Head of House and Director of Students (SS). School Counsellors / Psychologists are available for further support and guidance to each BGS student.

If a student is identified as being in an unsafe environment and being at risk of physical or mental harm, the School will immediately remove the student from the homestay environment, place the student in a safe and more appropriate environment, and provide counselling and further support where needed.

The School will notify the police, and any other relevant agencies, as soon as is practicable if unable to locate an international student or if there are any concerns related to their welfare.

Child Safe Standards

BGS understands that international students, in particular homestay students, are more vulnerable due to their cultural and linguistic background and will work closely with these students, parents and homestay families to educate all parties on Child Safety awareness, including clear guidance on following the BGS Child Safety and Wellbeing Policy, Code of Conduct and Reporting Obligations Policy. These policies will be provided to the homestay host families prior to commencement of the homestay arrangements. The International Liaison Officer will review the policies with the family every 6 months (minimum).

All members of the homestay home that are over 18 and living at the same address must supply a copy of their WWCC for validation through the Dept of Justice website. All card details will be stored on the school's database and the SAM4schools compliance portal. Cards are continuously validated via the SAM4schools portal.

All people living in the homestay home over the age of 18 must participate in Child Safety training via Childwise and the Department of Education Mandatory Reporting training. Links to these courses will be provided to the homestay host via email prior to the commencement of the homestay. Any costs associated with registration of these courses will be paid for by Brighton Grammar School. Completion certificates must be provided to BGS, and will be uploaded against the student file and parent/host file in the School's database.

All international students will be provided with age-appropriate child protection law information as part of the School's orientation program. Participation in ongoing Child Safety programs that are conducted regularly by the school Counsellors / Psychologists and are appropriate to the student's age and year level, is compulsory for all enrolled students.

All staff at Brighton Grammar School participate in Child Safety training twice yearly (minimum) and hold a current Working with Children Check (employee) or VIT registration.

Record Keeping

Homestay information is kept on the School's database (Synergetic or similar) including:

- Names of Homestay parents
- Address, mobile and email address of Homestay provider
- Details of all people residing in the Homestay who are over 18 years of age, who must undergo a reference check, identification (ID) check, WWC, Australia Post Police Check and training in child safety prior to becoming a Homestay household
- Copies of photographic ID, a signed Child Safe Agreement, annual records confirming completion of child safe training, and validated Working With Children (WWC) and Police Checks (PC) for all people residing in the Homestay who are over 18 years of age. WWC and PC are required to be valid at all times, with both to be validated online prior to commencing the Homestay via the Australia Post app and WWC Status Checker.

- WWC are also validated each term via the WWC Status Checker www.workingwithchildren.vic.gov.au
- Each year, anyone over 18 years of age residing in Homestay is required via email or WeChat to undertake child safe training and review the Child Safety Code of Conduct and Child Safety Policy and sign the declaration.

We acknowledge that good records management practices are a critical element of International Student Safety and Wellbeing and manage our records in accordance with our Records Management Policy and Procedures which are aligned with the Public Record Office Victoria Recordkeeping Standards and the Records, Retention and Disposal Schedule for Non- Government Schools guidelines.

All records and prescribed information about the accepted enrolment of each International Students are kept as set out in section 21 of the ESOS Act. All written agreements as well as receipts of payments made by students' families under the written agreement will be kept for a minimum of 2 years after the person ceases to be an enrolled student. Brighton Grammar will review all records relating to accepted international students every 6 months to ensure accuracy. This includes written confirmation of:

- Students current Australian residential address
- Students contact phone number.
- Students email address.

PRISMS - (Provider Registration and International Student Management System)

To ensure compliance with Section 21 of the ESOS Act, CRICOS Brighton Grammar maintains an up-to-date and accurate student register that records details of all enrolled overseas students. This includes promptly updating enrolment information such as course commencement dates, changes to student details, and course completions or terminations. The school will report any variations through PRISMS within the required frames specified by the ESOS legislation. Maintaining the currency of this register is essential for meeting the provider's obligations under the Act, supporting visa integrity, and safeguarding the rights and welfare of international students.

Changes to Registration Status

In accordance with CRICOS Standard 11.2, any change to the ownership, directorship, or key management of the provider must be identified and reported without delay to the Department. Staff or Council members who become aware of such changes are required to notify the Principal immediately. The Principal will verify the details of the change, including the effective date and supporting documentation. Once verified, the Principal or delegate will notify the Department of Education through PRISMS or another prescribed channel within 10 working days of the change. Copies of all notifications, supporting evidence, and acknowledgement from the Department must be securely stored for a minimum of seven years.

The School will retain records as per the BGS Records and Data Management Policy, Records, Retention and Destruction Schedule, BGS Privacy Policy and ESOS Act. Records are kept on the student's file on the School database. Retention practices include:

Documentation	Criteria	Retention timeline
Attendance records, absence information, sign in and sign out registers	Homestay Students	Indefinitely
Attendance records, absence information, sign in and sign out registers	International students not in homestay	75 years from date of birth
Teaching and Learning – academic results, student reports	Homestay Students	Indefinitely
Teaching and Learning – academic results, student reports	International students not in homestay	75 years from date of birth

Co-curricular activities – participation, injury and accident records	Homestay Students	Indefinitely
Co-curricular activities – participation, injury and accident records	International students not in homestay	75 years from date of birth
Pastoral records, including orientation / transition checklists, critical incident records, behavioural reports	Homestay Students	Indefinitely
Pastoral records, including orientation / transition checklists, critical incident records, behavioural reports	International students not in homestay	75 years from date of birth
Details of any complaints or appeals	Homestay Students	Indefinitely
Details of any complaints or appeals	International students not in homestay	75 years from date of birth
Detailed records and copies of all original enrolment communication, which may include application records, Conditional Letters of Offer and Written Agreements, and payment receipts provided	All international students	At least 2 years after the student ceases to study at BGS (hard copies) Indefinitely (digital summary)
Records and communication related to changes to enrolment, which may include initial request documentation, decision making process and outcomes	All international students	At least 2 years after the student ceases to study at BGS (hard copies) Indefinitely (digital summary)
All departure/exit records	All international students	25 years from the student's date of birth (must be destroyed)

Supporting Documentation

- National Code of Practice for Providers of Education and Training to Overseas Students 2018
- Education Services for Overseas Students Act 2000
- International Students – Enrolment Policy
- International Students – Refund Policy
- International Students – Academics and Attendance Policy
- International Students – Student Support Services and Critical Incident Policy
- International Students – Homestay Accommodation Policy
- International Students – Transfer, Defer, Suspend or Cancel Enrolment Policy
- International Students – Complaints and Appeals Policy
- International Students – Conditional Letter of Offer and Written Agreement (Template)
- International Students Handbook
- International Students – Homestay Accommodation Request (Template)
- International Students – Formal Complaint form (Template). *NOTE: Also embedded in International Students – Complaints and Appeals Policy Appendix*
- International Students – Education Agent Agreement (Template)
- International Students – Student Safety Card (Template)
- Orientation Checklist for International Students
- BGS Business Notice and General Regulations
- BGS Records and Data Management Policy
- BGS Data Records, Retention and Destruction Schedule
- BGS Privacy Policy
- BGS Child Safety and Wellbeing Policy

- BGS Child Safety Code of Conduct
- BGS Child Safety and Wellbeing Reporting Obligations Policy
- BGS Child Safety and Wellbeing Complaints Process
- BGS Whistleblower Policy
- BGS Critical Incident Management Policy
- BGS Emergency Management Plan

Legislation

- Education Services and Overseas Students Act 2000 (Cth)
- The National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Cth)
- Migration Act 1958 (Cth)
- Education Services for Overseas Students Regulations 2001 (Cth)
- Education and Training Reform Act 2006 (Vic)
- Victorian Child Safe Standards as per the Child Wellbeing and Safety Act 2005 (Vic)
- Commissioner for Children and Young People Reportable Conduct Scheme established under the Child Wellbeing and Safety Act 2005 (Vic)
- Ministerial Order 1359 – Child Safe Standards (Vic)
- VRQA Guidelines for the Enrolment of Overseas Students Aged Under 18 Years

This Policy is a controlled document. Any printing of this document is uncontrolled. Please refer to the school portal for the latest version of this policy	
Policy Version number	20260324
BGS Strategic Risk Category	Risk and Governance
Policy Owner	Risk and Compliance
Policy Approved By	Board
Approval Date	March 2026
Review Cadence	1
Next Review Date	March 2027

Appendix 1. Homestay inspection checklist / 6-month check

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

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

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

That all adults living at any homestay premises have current Working with Children Check Clearances and have accepted the school's Child Safety Framework.	<input type="checkbox"/>
Provide the homestay family with appropriate information about their responsibilities and 24 hour emergency contact details for both the School and the parents of the student.	<input type="checkbox"/>
Outline emergency protocols including the requirement to advise Brighton Grammar in the first instance.	<input type="checkbox"/>
Host information and awareness sessions for homestay providers which address: <ul style="list-style-type: none"> • critical incident policies and procedures • emergency contact details for the School and Students Parents • the school's Child Safety and Wellbeing Policy and Child Safe Code of Conduct • identifying and reporting actual or suspected child abuse • the Homestay Terms and Conditions, including any updates • any legislative or policy changes that will affect the homestay provider • reiterate expectations, roles and responsibilities of homestay providers • provide support and advice as required. 	<input type="checkbox"/>

Appendix 2. International Student Homestay Accommodation Application

Student Details

Student Name	
Year Level	
Period attending Brighton Grammar School	
Period requiring Homestay Accommodation	

Homestay Family Details

Homestay Host Name (Primary Contact) <i>Full name as per Working with Children Card</i>	
Working with Children Number and expiry	
Homestay Address	
Contact phone number	

Other family members residing in the above address:

Name	Age	Brighton Grammar Student (tick)	Working with Children number and expiry (over 18 only)

Accommodation Details

Type of home	<input type="checkbox"/> Unit/Flat	Confirmed by International Liaison Officer
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	<input type="checkbox"/> Townhouse <input type="checkbox"/> House	
Bedroom	<input type="checkbox"/> Single room <input type="checkbox"/> Wardrobe <input type="checkbox"/> Drawers	
Lockable Bathroom	<input type="checkbox"/> Own <input type="checkbox"/> Shared	
Study Facilities	<input type="checkbox"/> Desk <input type="checkbox"/> Lamp <input type="checkbox"/> Bookcase	
Pets (please specify)		
Main language spoken at home	<input type="checkbox"/> English <input type="checkbox"/> Other _____	

Agreement:

In becoming a Homestay family for Brighton Grammar School International Students, I agree to:

- Assist with Public Transport and all other general, local information that will assist in a safe stay in Australia including safe travel to and from school
- Assist the student with adapting to Australian life and the English Language
- Provide a safe, comfortable and supportive environment for the homestay student
- Provide notice to the school if the student is unwell or unable to attend onsite schooling
- Provide permission for BGS events and excursions on behalf of the students' parents
- Include the student as part of the family for the duration of his stay
- Provide a separate single room for the Student's sole use with a bed and wardrobe;
- Provide a clean and tidy household with access to shared living areas;
- Provide three nutritious meals a day, seven days a week, with reasonable access to snacks and in accordance with the Student's dietary and medical needs;
- Provide household items such as towels, linen, blankets, eating and cooking utensils;
- Provide kitchen, and laundry facilities;
- Provide shared or private lockable bathroom, with reasonable time allowed for showers
- Provide reasonable access to heating, cooling, utilities, including gas, electricity, internet and water;
- Provide cleaning services of common living areas;
- Provide study facilities including a desk, study light and bookcase;
- any keys, alarm codes or passwords required for the Student to access the Homestay; and
- working fire alarms throughout the home.
- 6 monthly inspections of the homestay accommodation by the BGS International Liaison Officer
- Provide a minimum of 2 weeks' notice if any part of this arrangement changes or can no longer continue

We (all family members over 18), have been supplied a copy of, read, understand and accept the following Brighton Grammar School Policies:

- Child Protection Policy
- Child Protection Code of Conduct
- Parent and School Community Code of Conduct
- Parents ICT responsible use policy

We (all family members over 18), have supplied the school with a copy of our Working with Children Checks and Police checks

- YES
- NO

Payment

We accept the payment of \$300 AUD per week from Brighton Grammar school and understand that this payment covers all accommodation, meals, and utilities such as water, gas and electricity.

Note: This payment does not cover internet and telephone charges (local or international). These will be discussed and agreed to between the host family and student.

Payment to Homestay Hosts will be made by Brighton Grammar School, in Advance, at the commencement of each school term to the following Australian bank account.

Bank Account Name	
BSB	
Account Number	

Acceptance and Acknowledgement

	Name	Date
Signature (Primary carer 1)		
Signature (Primary carer 2)		
Brighton Grammar Admissions Coordinator		
Brighton Grammar Compliance Coordinator		
Brighton Grammar International Student Liaison Officer		

Brighton Grammar Office use only

	Signed	Date
WWCC sighted and verified		
All policies sent to Family and acknowledged		
Family Interviewed		
Accommodation Inspected		
Headmaster and Director of Students briefed		
Host Family linked to student in Synergetic		
Host Family set up in Finance		
Student Safety Card provided to student		

Homestay Responsibility Agreement (TEMPLATE)

Between

Brighton Grammar School (ABN 61 004 117 668)

of

90 Outer Crescent, Brighton, 3186, Victoria, Australia.

(School)

And

<Insert Homestay Provider's name>

of

<Insert Homestay Provider's address>

(Homestay Provider)

Section A: School representative details

The School representative (Head of School, Admissions Coordinator or International Student Coordinator)

Name:

Position:

Email:

Phone:

Section B: Student details

Family name:

Given names:

Student ID number:

Gender (Female / Male):

Nationality:

Address in home
country:

Student's contact details:

Mobile number:

Email address:

Name:

Who to contact in
emergency situations
(e.g., a parent)

Phone number/s:

Email address:

Alternate contact details
(e.g., other parent)

Name:

Phone number/s:

Email address:

Section C: Homestay provider details

Name: _____

Email Address: _____

Residential Address: _____

Phone contact details: (Home) _____ (Work) _____

(Mob.) _____

Section D: Homestay accommodation details

Homestay period

Commencement date: _____ Expected Completion date:

Homestay fee

Amount (in AUD \$, inclusive of all costs such as internet):

Frequency of payment: _____

Bond amount - in AUD \$, if applicable (held by the host school):

Payer/Entity responsible for payment of fees:

Payment method: To the School via electronic transfer, for the School to then pay the homestay provider, or

To the homestay provider via electronic transfer

Section E: Homestay services

The Homestay Services must be supplied in accordance with the Homestay Terms and Conditions at Attachment 1.

In addition, the following specific conditions, rules or requirements will be adhered to by all parties.

Provision of meals

The homestay provider must ensure that at a minimum the student receives three nutritious meals a day, seven days a week, with reasonable access to snacks and in accordance with the student's dietary and medical needs. Homestay providers will provide access to a reasonable choice and options of food and work with the student to understand food likes, dislikes and preferences. Breakfast and lunch may be self-serve under age-appropriate supervision.

Student dietary requirements			
Cooking facilities available for student use			
Internet usage			
Specify internet use rules (if any)			
Facilities			
Household items available for student use	Please indicate household items available for the students use and supervision expectations (if any, e.g. TV, computer etc.)		
Bathroom and laundry facilities available for student use	Please indicate bathroom and laundry facilities available for the students use and laundry supervision expectations (if any)		
House rules			
Please list any specific house rules			
Times by which the student must be home	Weekdays	Weekends	During School Holidays
Arrangements if the student is running late or will not be home for a meal, or within the curfew times			
Protocols and special arrangements for visitors (such as family from overseas)	Please indicate protocols for requesting approval for visitors to the homestay		

*The rules listed above are a guide only and the host, student and School may alter them by agreement to suit individual situations.

School representative

Signed by [insert name of school representative] for and on behalf of the [insert name of the School Council for the School]: }

Date:/...../20.....

Homestay provider

Signed by [insert name of homestay provider]: }

Date:/...../20.....

Student

I have been briefed on the terms and conditions of this agreement.

Signed by [insert name of student]: }

Date:/...../20.....

Attachment 1 - Homestay Terms and Conditions ('Conditions')

1. Homestay

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

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

General responsibilities

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

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

Homestay environment

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

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

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

Homestay checks

- The School Representative (or its nominee) will conduct:
 - a Homestay assessment prior to the Student's arrival; and
 - Homestay visits at least every six months after the initial Homestay assessment, this includes checks for students who are over 18 and living in accommodation. Checks for homestays are no longer required after the student turns 18 unless the student raises a concern or the school has any concerns for the student's wellbeing or living arrangements.

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

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

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

Residents and visitors

The Homestay Provider must:

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

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

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

Critical incidents

The Homestay Provider must:

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

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

Medical

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

Safety

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

- comply with all Child Safety Laws; and
- immediately notify the School Representative of any compliance action taken against the Homestay Provider or a Resident by a regulatory authority under a Child Safety Law.
- The Homestay Provider must notify the School Representative immediately if the Homestay Provider is:
 - aware of any actual or suspected instances of child abuse;
 - aware of any actual or suspected instances of harm to the Student's wellbeing or welfare;
 - concerned for the safety of the Student; or
 - concerned for the safety of others due to the behaviour of the Student.

Student behaviour management

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

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

2. Supervision and care

Supervision

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

The Homestay Provider must:

- not allow the Student to be unsupervised overnight;
- not allow the Student to invite friends over to the Homestay without prior permission;
- not allow the Student to supervise younger children;

- monitor the Student's social and recreational activities, including by knowing where the Student is going, with whom, and the expected time of return;
- only permit the Student to travel away from the Homestay where the travel has been approved by the School Representative and the Student's parent/legal guardian;
- notify the School Representative immediately if the Homestay Provider is unable to ensure appropriate supervision for the Student;
- notify the School Representative immediately if the Student leaves the Homestay without notice or commences staying overnight away from the Homestay without permission;
- notify the School Representative immediately if the Homestay Provider has any concerns about the Student's part time work arrangements; and
- notify the School Representative immediately if the Homestay Provider becomes aware that the Student intends to participate or has participated in a high-risk activity and/or non-routine travel without approval.

Driving

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

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

Swimming

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

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

3. **Schooling requirements**

The Homestay Provider must:

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

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

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

4. **Fees**

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

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

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

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

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

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

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

Bond

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

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

5. Exiting the homestay and termination

Student exiting

Mutual agreement

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

Parent/legal guardian or Student-initiated exit

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

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

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

Where:

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

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

School-initiated exit

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

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

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

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

Homestay provider termination rights

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

School termination rights

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

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

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

Complaints and Appeals

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

If after a formal complaint takes place and DE (IED) upholds the decision to terminate the homestay provider, DE (IED) will advise the homestay provider in writing that their name will be added to a register of terminated homestay providers. This decision may be internally appealed, and appellants must lodge an internal appeal within 20 working days after the decision.

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

6. Complaints

Homestay provider complaints regarding international students

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

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

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

Student complaints against homestay providers

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

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

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

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

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

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

7. Privacy

Student's privacy

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

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

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

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

Homestay Provider's and Resident's Privacy

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

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

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

8. General

No guarantee

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

Insurance

The Homestay Provider must:

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

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

The Homestay Provider is responsible for:

- checking if the policy of insurance covers the Homestay Provider for personal injury to the Student while in the Homestay Provider's care or damage the Student may cause to the Homestay Provider's property;
- if the policy of insurance is not clear, discussing the Homestay Provider's individual insurance risks with the Homestay Provider's insurer so that the Homestay Provider has the insurance coverage that is right for the Homestay Provider's personal risk circumstances; and

- advising the School Representative as soon as reasonably practicable of any damage done to the Homestay Provider's property caused, or allegedly caused, by the Student.

Indemnity and release

The Homestay Provider releases, discharges and indemnifies the School Council (including the School Council's employees, contractors, volunteers and agents) against all liability, loss, costs and expenses (including legal fees, costs and disbursements) ("Claims") arising from or incurred in connection with the Homestay Provider's or the Student's participation in the International Student Program, except to the extent that the School Council's negligent acts or omissions caused or contributed to the Claims.

Compliance with all laws

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

No representation or reliance

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

No agency

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

Amendments

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

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

Counterparts

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

Governing law

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

Privacy Collection Notice

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

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

Use and Disclosure

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

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

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

9. Definitions

In this Agreement, the following definitions apply:

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

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

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

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

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

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

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

Conditions means these Homestay Services Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

Third-Party Welfare & Accommodation Provider Assessment and Monitoring Checklist

A. Provider Details

- Provider name and contact details
- Type of service (e.g. homestay, boarding, welfare support, accommodation assessment)
- Services relate to overseas students / under-18 students
- Date of assessment / review

B. Initial Selection & Due Diligence

- Provider demonstrates understanding of CRICOS / National Code welfare obligations
- Written policies provided (welfare, supervision, complaints, incidents)
- Evidence of experience providing student accommodation or welfare services
- Governance and management structure documented
- Risk management processes identified

C. Child Safety & Staff Screening

- Child Safety / Child Safe Standards policy provided
- Working With Children Checks (or equivalent) verified for relevant staff
- Staff induction and training processes documented
- Clear student supervision arrangements in place

D. Accommodation Standards (where applicable)

- Accommodation meets minimum safety and suitability standards
- Fire safety and emergency arrangements confirmed
- Student privacy and wellbeing considerations addressed
- Processes for addressing accommodation concerns documented

E. Welfare & Support Arrangements

- Clear welfare responsibilities defined
- Student monitoring and check-in processes in place
- After-hours and emergency contact arrangements provided

Clear escalation pathways to the School documented

F. Contracts & Accountability

Written agreement or service arrangement in place

Roles and responsibilities clearly defined

Compliance and reporting obligations specified

Termination or suspension provisions included

G. Ongoing Monitoring & Review

Regular review schedule established (e.g. annual / biannual)

Performance and compliance reviewed periodically

Incident reports reviewed and actioned

Student or parent feedback considered

Any corrective actions documented and followed up

H. Incident & Non-Compliance Management

Process in place to respond to welfare or safety concerns

Ability to implement alternative arrangements if required

Regulatory notification processes understood (where applicable)

Records of incidents and actions retained