

## Homestay Host Standards and Code of Conduct

Note: This policy is subject to change from time to time. Please check all ISCA Policies on a regular basis for updates.

Reviewed 11 June 2018

### This Agreement<sup>1</sup>

Your Agreement with ISCA is comprised of:

- a) Your *ISCA Homestay Application*
- b) These Standards and Code of Conduct for Homestay Hosts; and
- c) The ISCA Risk Management (Child Protection) Strategy<sup>2</sup> (available upon request or on the ISCA website) as in effect at any given time.
- d) The laws in force in the State of Queensland, Australia govern this Agreement.

International Student Care Australia (ISCA), under the 2018 National Code has a responsibility to ensure the safety and well-being of all international Students<sup>3</sup> engaged in the ISCA Homestay program. The following summarises the key responsibilities expected of an ISCA Homestay.

Definitions used within this Agreement are found at the end of the document.

### Eligibility

All Homestay Hosts must:

- be a legally competent person over 25 years of age (not subject to Guardianship or Administration);
- be a Citizen or Permanent Resident of Australia;
- have no criminal record and otherwise be a fit and proper person of good reputation;
- not a bankrupt;
- be covered under a Homestay insurance policy in accordance with ISCA requirements; and
- adhere to all standards, policies and procedures as outlined in the Homestay Code of Conduct.

### Compliance responsibilities

The Homestay must:

- Ensure the Homestay residence is suitable for habitation, complying with all applicable laws and standards in the State of Queensland and Australia. This includes regulatory and residential building codes including the fitting of photoelectric smoke alarms (AS 3786-2014) in the home and complying with current Queensland pool fencing and safety requirements.
- Ensure that each adult occupant (18 years or older excluding other international Students) residing in the Homestay Residence holds a current approved Blue Card in accordance with *the Working with Children (Risk Management and Screening) Act 2000*.
- Ensure ISCA approved current Homestay insurance is maintained, including adequate Public Liability (minimum \$20 million dollars). HomestayHost Insurance-plus must be in place when hosting international Students. [www.homestayhostinsuranceplus.com](http://www.homestayhostinsuranceplus.com)
- ISCA must be kept updated with family contact details and any change in family circumstances.

### Accommodation

#### Homestay expectations

- A safe, positive, inclusive (i.e. included in family activities), nurturing family environment.
- Tolerance, understanding and respect for Students' cultural and religious differences.
- Respect for the individual's right to privacy.
- If required, assistance in obtaining adequate medical attention.
- Encouragement to maintain contact with ISCA about any areas of concern.

- A general orientation to Homestay living including;
  - rules and responsibilities of communal living whilst in the Homestay;
  - Homestay meal times;
  - School/ISCA curfew times;
  - a general orientation to the local area and community facilities;
  - an orientation to public transport with guidance on getting to and from school; and
  - assistance in obtaining a Go Card to access public transport

### **Homestay standards**

- A safe, secure, private bedroom (with a door) for your Student's sole use that has:
  - suitable storage for clothes, personal belongings and study materials;
  - a free-standing bed with a mattress in good condition (bed size - minimum single);
  - clean weekly bed linen to be provided;
  - study facilities including a desk, chair and adequate lighting;
  - some form of heating in winter (if required) and cooling in summer (a ceiling or freestanding fan).
- A clean and tidy household with access to shared living areas.
- Access to (shared or private) bathroom/toilet facilities with reasonable time allowed for daily showers.
- Free access to the use of television, Wi-Fi passwords, internet facilities for standard use (music, movies, games not included in standard use).
- Non-standard internet usage is to be negotiated between the homestay host and Student.
- Access to household items such as towels, sheets, blankets and eating/cooking utensils.
- Use of household items as mutually agreed between family and Student for their appropriate use.
- Students provided free - any keys or alarm password/Pins required to access the homestay.

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).

You must allow ISCA to inspect your home, with notice. In the event of an emergency or critical incident you must allow ISCA to inspect your home immediately.

### **Meals**

You must provide your Student with three meals each day and reasonable access to snacks. Meals should be nutritious (include meat and vegetables) and in accordance with your Student's dietary and medical needs.

### **Pets**

You must notify ISCA if you have a new pet addition or no longer have pets in your home.

### **Other residents**

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

## **Student 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 age and maturity of your Student.

You must:

- ensure your Student is appropriately supervised outside school hours;
- your Student should not be left unsupervised overnight;
- monitor your Student's social and recreational activities;
- only permit your Student to stay away overnight or undertake any non-routine travel or activity if your Student and the Homestay have the school's prior written approval;
- immediately advise ISCA if you have any concerns for your Student's health, safety or wellbeing;
- never leave your Student to supervise younger children, even for a short time;

- use your best endeavours to assist your Student to comply with school rules and their enrolment agreement with the school; and
- immediately notify ISCA if you are permanently or temporarily unable to host. ISCA is required to notify the school, in advance, of any changes to homestay arrangements. Appropriate supervision of your Student for welfare purposes needs to be maintained at all times. (e.g. overnight, weekend or longer)

### **Curfew**

You must:

Notify ISCA if your Student does not arrive home by their curfew time. We recommend the following process:

- Regardless of the age of your Student, it is important that you are home and awake at your Student's curfew time to ensure their safe arrival home. It is preferable that you see your Student on arrival.
- If your Student does not arrive home by their curfew time, make contact with your Student by text or voice message.
- If your Student responds and is not far away, e.g. on the bus/train or walking home, there is no need to call ISCA unless this is repeated regularly.
- If your Student does not respond after several attempts to contact, ISCA **must** be contacted **within 45 mins** of your Student's non-arrival home. Do not wait for several hours, the next day or days later to report their late arrival to ISCA.
- ISCA will also endeavour to contact your Student, and in some cases, will be required to contact the School Staff and/or Police to locate the Student.

Your student's school holds legal responsibility for each student, and will discipline students for breaking curfew, but they cannot do this unless advised. It is important that advice is received promptly.

### **School**

You must:

- assist your Student to find the best transport options so they arrive at school on time;
- encourage your Student to attend school, on time, every school day;
- encourage your Student to complete homework and to study; and
- notify the School/ISCA 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 casual employment or staying up late using the internet for social use); and
- call the School Absentee line every day your Student is absent from school. Absenteeism should only be when your Student is unwell. Number of days absent or late for school is reported to immigration for continued Visa approval.

### **Driving**

You must not permit your Student:

- to be a passenger in a vehicle driven by a driver with a learner licence (L-plates);
- to be a passenger in a vehicle driven by a driver with a provisional driver licence (P-plates);
- to take driving lessons, except with a professional driving instructor and only where the school has given approval;
- to drive a vehicle unless they have an Australian or International driver's licence and have written permission from the school.

You must notify ISCA and the School before your Student takes driving lessons or drives a vehicle.

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.

### **Swimming**

Please be aware that, regardless of their age, students may not be able to swim. You must exercise extreme caution and provide close supervision around home swimming pools, beaches and other bodies of water.

## Travel and activities

You must:

- ensure your Student has safe and appropriate transport to and from school, extra-curricular activities, medical appointments and other Routine Activities<sup>4</sup>;
- ensure that your Student obtains the school's prior written consent before participating in any non-routine travel and/or activities;
- advise ISCA if your Student is undertaking any non-routine travel with you (e.g. travelling for a weekend or holiday away).
- not permit your Student to undertake High-risk Activities<sup>5</sup>; and
- immediately notify ISCA if you become aware that your Student intends to participate or has participated in a High-risk Activity, non-routine travel or activity without approval.

## Conduct and behaviour

### ISCA Student's Code of Conduct

We require your Student to comply with the *ISCA Student's Code of Conduct*. Students must:

- provide their Homestay host and ISCA with a current local mobile number;
- carry their local mobile phone and be contactable by their Homestay host and ISCA at all times; and
- be accountable for their personal actions as agreed to under the ISCA Student Code of Conduct which they and their family have signed prior to entering Homestay.

You must immediately notify ISCA if you suspect or become aware that your Student has been involved in a breach of the ISCA Student Code of Conduct (for example, drinking alcohol, use of illegal drugs, or breach of 'Travel and Activities' clause).

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

You must ensure you and everyone in your home complies with Strategy and the legislation governing Blue Card<sup>6</sup>s 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:

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

### Behaviour management

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

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

## Homestay payments

ISCA will make homestay payments to you, in arrears, for the period that you host your Student in your home. The amount of the homestay payment and the dates covered are indicated in the letter you receive prior to a Student commencing homestay.

When your Student is away from your home for school holidays, with their belongings kept safely in their room for their intended return, your homestay payment will be adjusted.

ISCA will notify you in the event to any change in the weekly Homestay payment rate.

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

You must **never** request homestay payments directly from your Student.

If you have a question or concern about your homestay payment, contact ISCA.

## Relocating a Student

### Immediate relocation by ISCA.

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:

- if we suspect or become aware that your Student may be at risk of Harm<sup>7</sup> (without conducting an investigation into the truth of any allegations or concerns);
- if there is a breach of this Agreement;
- if there is a breach of the Strategy;
- if you fail to ensure that the information we hold about you is correct, complete and current; or in an emergency or critical incident.

### Relocation at Student's request

A Student can request to leave homestay at any time. If approved by ISCA and the school ISCA will notify you as soon as possible.

Regardless of the date a Student relocates you will receive two weeks payment from the date you are notified.

### Relocation of Student at homestay request

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

If you are able, but would prefer not to host your Student you may ask ISCA to move your Student temporarily or permanently by giving at least two weeks prior written notice. We will use best endeavours to relocate your Student to a different homestay. Your homestay payments will cease as at the last night a Student stayed in your home.

We will not relocate 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:

- e) assist your Student to attend any routine medical, dental, hospital or other health-related appointments; and
- f) notify ISCA 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 ISCA immediately.

### Safety

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

You must notify ISCA 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 ISCA 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 ISCA 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<sup>8</sup> Cards

You and every other over 18 year resident (excluding other international Students) in your home must hold a valid 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 ISCA 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.

### **Insurance and damage**

- a) You must hold HomestayHost Insurance-plus with a minimum legal liability insurance of no less than \$20 million and provide ISCA with a Certificate of Currency of the insurance, when requested; and
- b) advise ISCA as soon as reasonably practicable of any damage done to your property caused by your Student.

## **Privacy**

### **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 ISCA or 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 and 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 host and, if your application is approved, we may use this information whilst you are registered as an ISCA homestay host.

We may record, use and disclose your personal information for the purpose of;

- assessing your application to become an approved homestay host;
- maintaining a register of approved and non-approved homestay hosts;
- administering this Agreement;
- administering the homestay program generally (including discharging our duty of care to Students in the ISCA homestay program);
- complying with Australian laws and
- ISCA's policies and procedures.

Where a Student is placed with you, there will be ongoing communication and exchange of information, including your personal information, between ISCA, you, your Student, your Student's parents and your Student's education Agent and Education Provider. (e.g. Homestay family profile).

## **General**

### **Complaints**

If you have a complaint about your Student or the homestay program you may notify ISCA and we will try to resolve the complaint informally, in the first instance.

### **Release discharge and indemnity**

You release, discharge and indemnify ISCA (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.

### **Homestay hosts responsibilities**

The School has direct legal welfare responsibility under the Student Visa subclass 500 for Students who attend the school and are required to be in Homestay. ISCA and hosting families operate as an extension of the School's welfare

responsibilities. It is imperative therefore that Homestay hosts take this responsibility seriously by fully supporting the rules and regulations in the ISCA Homestay Standards and Code of Conduct.

I have read and understand this Agreement setting out the expectations for Homestay whilst hosting with ISCA.

**Homestay Name** \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

**Homestay Name** \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_



## Definitions

In this Agreement, the following definitions apply:

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*“Agreement”* means the contract between you and ISCA comprised of your Application to ISCA, these Standards for Homestay Hosts and the Strategy.

*“Strategy”* means the ISCA Risk Management (Child Protection) Strategy for Homestays 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.

*“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.

*“High-risk Activities”* include any activity which inherently poses an increased risk of Harm, illness or injury. It does not matter if the activity is undertaken in a controlled environment under appropriate supervision. Examples of High-risk Activities are extreme sports and recreational activities with dangerous elements.

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

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

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