

Accommodation Agency Agreement Terms and Conditions

DATED the _____ day of _____ 2015

between
and

Fairhall School Board of Trustees (The School)

Marlborough Girls' College (The Homestay)

Background

- A The School operates a co-educational day school which is registered with the New Zealand Ministry of Education.
- B The Homestay wishes to act on behalf of Fairhall School in the management and provision of boarding accommodation for an international full fee paying student at Innes House Hostel.
- C The School and the Homestay promote the welfare of international students in accordance with International Student Homestay Organisation Guidelines published by the Ministry of Education in "*The Code of Practice for the Pastoral Care of International Students*" ("The Code").
- D The School and the Homestay Company have agreed to the following terms and conditions:

OPERATIVE PART:

1 The Homestay Company's obligations

- 1.1 In consideration of the obligations to be performed by The School, the Homestay Company agrees:
 - 1.1.1 The Homestay Company shall check their company's homestays as directed by the Code of Practice.
 - 1.1.2 The Homestay Company shall carry out Police vetting of all adults aged 18 or more years living in their company's homestays in accordance with The Code.
 - 1.1.3 The Homestay Company shall provide suitable accommodation for students of The School within a reasonable time frame, as agreed between the two parties.
 - 1.1.4 "Suitable homestay" means accommodation for a student where the student has adequate bed space, heating and cooling facilities, which would generally be regarded as suitable and comfortable for a student of the age, sex and cultural background of the individual student.
 - 1.1.5 The Homestay Company shall document that the required standards of care and supervision for the students is at all times being provided in their company's homestays.
 - 1.1.6 The Homestay Company shall provide to The School such information as may reasonably be required to enable The School to check at all reasonable times that the obligations under clauses 1.1 to 1.3 (inclusive) have been complied with.
 - 1.1.7 The Homestay Company confirms that it is aware of the Code and has read and agreed to conform to the terms and conditions as set out in the Code.
 - 1.1.8 The Homestay Company confirms that it will not to engage in any false, misleading or deceptive conduct, or otherwise contravene any obligations of the The School in relation to the performance of any of The Schools obligations under the Code.

- 1.2 The Homestay Company will make arrangements for the student to be met at the airport on arrival in New Zealand and transferred to the homestay family.
- 1.3 The Homestay Company shall regularly monitor all students and homestay families separately as specified in The Code.
- 1.4 The Homestay Company shall immediately notify The School of any changes in homestay arrangements.
- 1.5 The Homestay Company shall provide a briefing (and printed copies) to The School covering all management services offered, orientation procedures and booklets/summaries material for students and homestay families, homestay application forms, homestay family pro forma information sheets and student survey sheets used by The Homestay Company for the placement of students from The School. *(These documents will be mandatory under the Code of Practice from Standards New Zealand).*
- 1.6 The Homestay Company agrees not to charge, claim or receive any unreasonable or unfair reward from or on behalf of students. If the Homestay Company charges the student fees for extra services, this shall be clearly and openly disclosed to The School and not under any circumstances, be declared as a fee charged by or for the benefit of *The School*.
- 1.7 The Homestay Company agrees not to receive fees on behalf of The School from students without prior written approval from the School.

2 The College's obligations

- 2.1 The School must advise the Homestay Company that they must comply with the Code of Practice for the Pastoral Care of International Students, a copy of which is supplied with this Agreement.
- 2.2 The School (directly or through its International Department) shall provide the students with information and homestay application forms on behalf of the Homestay Company.
- 2.3 The School will forward all relevant information completed by the student to the Homestay Company to allow them to arrange suitable accommodation for the students of The School.
- 2.4 "Suitable homestay" is described as the best possible match to information provided on the students' completed homestay application forms.
- 2.5 The School will undertake to advise The Homestay Company before arrival of the student on the length of time the student will require the homestay for.
- 2.6 The Schools Teacher of International Students or the Principal shall promptly inform the Homestay Company of any problems known to The School concerning the student in the homestay.
- 2.7 The School must provide the Homestay Company with confirmed and correct information regarding the flight arrival details, including flight number, date, time and airport collection sign.
- 2.8 The School must ensure the student has received all information regarding their collection at the airport and the homestay family details, prior to departure from their home country.
- 2.9 The School shall regularly monitor all students individually as specified in The Code.
 - 2.9.1 The School shall immediately notify the homestay company of any changes in the students' study arrangements.
 - 2.9.2 The School will meet with the Homestay Company at least once a term to monitor the performance of the Homestay Company in relation to its compliance with all regulations under this Agreement and with the Code. The School will also conduct a student survey to ensure that all conditions and obligations are being met.

3 Financial obligations

- 3.1 The homestay undertakes to invoice the student for homestay fees in advance.
- 3.2 The School acknowledges the contract is between ("The School" and "The Homestay Company" not the student, student's parents or student's agent.
- 3.4 The Schools representative shall endeavour to meet with the Homestay Company at least once per year. The School shall provide all prospectus, forms and other promotional materials to assist the Homestay Company to understand the standard practices of The School

4 General

The School and the Homestay Company must:

- 4.1 Undertake its obligations under this Agreement in a consistent, efficient, reasonable and prompt matter and to a high professional standard.
- 4.2 Keep confidential the terms and conditions of this Agreement.
- 4.3 Either party will indemnify and hold harmless the other party, its employees and agents from and against any loss or damage suffered or incurred by it or them as a result of any breach of this Agreement by themselves, or by the negligence or misconduct of its own employees and agents.

5 Terms of Agreement and Termination

This Agreement commences on the date hereof and terminates:

- 5.1 By notice from The School to the Homestay Company or by the Homestay Company to The School at any time in the event of a breach or of a failure to perform any term or condition of this Agreement to be performed or observed by either party.
- 5.2 By notice without cause by either party by not less than sixty (60) days' written notice to the other of them of their intention to terminate this Agreement.
- 5.3 This Agreement does not imply any form of exclusivity.
- 5.4 This Agreement may be terminated for breach of the Code by the Homestay Company.

6 Problems

- 6.1 Should any dispute or difference arise between the parties concerning this Agreement, the parties agree that they shall, in good faith, endeavour to resolve the dispute by consultation and negotiation.
- 6.2 If any disagreement occurs which cannot be resolved between the two parties, an agreed mediator may be called upon to facilitate a resolution.
- 6.3 The School shall support the Homestay Company in situations where The School has formed the view that the student is acting unreasonably.
- 6.4 The Homestay Company shall support The School and student in situations where the homestay family is acting unreasonably.
- 6.5 No student shall be removed from the contracted homestay accommodation without joint consultation and adherence to the Homestay Company's complaints procedure, unless an emergency situation arises where the safety of the student is in doubt. In this instance the Homestay Company must be contacted immediately and The School shall also be informed immediately.

Delineation of Responsibilities

The School:

The school is responsible for:

1. The procedures for the selection and monitoring of homestay carers and homestay residences which are to be followed by the accommodation agent.
2. Meeting with the students at least once a term to ensure that the accommodation is suitable.
3. Meeting with the agent at least once a term to review the procedures, evaluate placements and record changes.

The Agency

The Agency is responsible for:

1. Adhering to the conditions of the Code of Practice for the Pastoral Care of International Students including:
 - assessment and selection of homestay placements
 - ongoing training for host families
 - monitoring of placements, including home visits
 - evaluation on suitability and success of placements
2. Providing information for parents and host families
3. A 24/7 emergency contact person

Host Family/Designated Caregiver

The Host Family/Designated Caregiver is responsible for:

1. A safe and friendly living and studying environment
2. Day to day care including:
 - meals a day and access to snacks
 - own room
 - bed and bedding
 - study desk and chair
 - adequate bedroom furniture to store clothes, books etc.
 - lamp and adequate lighting
 - adequate heating
 - transport arrangements to and from school
 - bathing/showering/bathroom access
 - laundry

Host Families/Designated Caregivers must:

- treat the student with respect
- make the student feel comfortable and part of the family
- notify the school if there are any changes or additions to the household
- notify the school immediately if there are any problems with the student e.g medical condition, misconduct
- notify the school immediately if the student seems very homesick or depressed
- look after the student in their home to the best of their ability.

Host Families are not expected to:

- provide internet connection for the student
- pay for toll or mobile phone calls
- cook special food
- insure the students goods or pay for property the student damages or loses

- offer accommodation to visiting friends or relatives
- comply with unreasonable requests

Parties

1 _____ ("The School")

2 _____ (The "Homestay Company")

EXECUTED as an agreement

DATED this _____ day of _____ 2015

SIGNED for and on behalf of **Fairhall School**

Marlborough Girls' College

SIGNED for and on behalf of (Homestay Company)

(by its duly authorised officer)

(Signed) _____ (Signed) _____

(Name) _____ (Name) _____
(Please Print) (Please Print)

(Title) _____ (Title) _____