ACCOMMODATION AGENCY AGREEMENT

This is an agreement between the School and the Accommodation Agency/Homestay Company (the **Agreement**)

Name of school: Hauraki Plains College (the School)

Address of school: 2 Kaihere School, Ngatea, New Zealand. 3541

Name of Accommodation Agency: _____ (the **Agency**)

Address of Agency: _____

TERMS

For the purposes of this Agreement, the following terms shall have the following meanings:

Accommodation Agency means any person, body or organisation, other than the School, providing homestay services to international students in New Zealand schools.

Homestay has the meaning as set out in the Code. For the avoidance of doubt, this means accommodation provided to an international student in the residence of a family or household in which no more than four (4) international students are accommodated.

AGREEMENTS

1. The Agency acknowledges that, in providing the Service, it is bound by the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code), the Education and Training Act 2020 and any other applicable laws of New Zealand.
2. The School has appointed the Agency, on a non-exclusive basis, to act on its behalf for the purpose of:
   2.1. Providing approved homestay accommodation to international students attending the School; and
   2.2. Monitoring and supporting international students placed by the Agency on an ongoing basis throughout their homestay placement. (clause 1.1 and 1.2 are together known as the Service).
3. The term of the Agreement is for a consecutive 12 months from the date of signing by both parties (the Term). Unless otherwise mutually agreed, the Term automatically renews unless a notice of termination has been provided in writing from one party to the other.
4. The Agency understands that it will not be involved in any conduct which is false, misleading, deceptive or in breach of the Code or law when providing its Service.
5. The Agency will forward to the School all necessary information required by the School to ensure the Agency does not jeopardise the Schools' compliance with the Code.
6. The Agency understands that the School will complete reference checking on the Agency to determine, as far as practicable and in its sole discretion, if the Agency complies with point 4. above.
7. The Agency understands that the School:
   7.1. Has an obligation to ensure that the Agency and its employees are not involved in any conduct which is false, misleading, deceptive, or in breach of the Code or law when providing the Service.
   7.2. Will monitor and review the Agency's performance throughout the Term to ensure the Agency is not involved in any conduct which the School considers, in its sole discretion, to be false, misleading, deceptive or in breach of the Code or law.
8. The Agency understands and agrees:

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8.1. To provide the School with such information as it requires to complete its ongoing investigations under point 5.
8.2. That the School will have the final decision in determining the Agency's compliance under point 6.

SCHOOL SERVICES

9. The School agrees that it will provide the Agency with information that the Agency requires to perform the Service. This incudes:
   9.1. Relevant information regarding the personal profile of the student;
   9.2. Relevant medical information including medications being taken;
   9.3. Information about any allergies or conditions that may affect a homestay placement;
   9.4. Any other information that is relevant to a homestay placement.

AGENCY SERVICES

10. The Agency confirms that its employees have read and understood the Code and that the Agency and its employees will comply with it on a continuous basis throughout the Term.
11. In providing the Service, the Agency shall comply with all reasonable requests and directions of the School.
12. The Agency agrees that as part of the Service to:
    12.1. Represent the interests of the student and the School in a professional and ethical manner
    12.2. Only assign homestay placements that achieve the best possible match between a student and a host family
    12.3. Evaluate and screen prospective host families in accordance with the Code
13. The Agency acknowledges that the School will decide, at its sole discretion, whether it approves or declines a homestay placement for an international student. The decision of the School will be final and the School will provide its written approval or decline to the Agency prior to a student being placed in a homestay using the Homestay Placement Approval Form set out as Schedule One of the Agreement.
14. For the avoidance of doubt, the Agency agrees that it will not place a student with a host family without the written approval of the School.
15. The Agency agrees that it will obtain a Homestay Carer Agreement (the **HCA**) set out as Schedule Two of the Agreement signed by a Homestay Carer and provide it to the School prior to a student being placed with the host family.
16. For the avoidance of doubt, the Agency agrees that it will not place a student with a host family without a signed HCA being provided to the School.

INDEMNITY

17. The Agency indemnifies the School against any and all liability, loss, damage, cost or expense which the School may sustain, incur, suffer or be required to pay by reason of wilful or negligent acts or omissions of the Agency in relation to this Agreement.

18. The Agency acknowledges and agrees that it will not incur any costs or expenses on behalf of the School. For the avoidance of doubt the School will not be responsible to the Agency for any costs and expenses it has incurred on behalf of the School, without the School's prior written permission.

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TERMINATION

19. This Agreement may be cancelled by either party giving four (4) weeks written notice to the other party.
20. If the School becomes aware that the Agency is engaging in false, misleading or deceptive conduct or otherwise contravening its obligations under this Agreement or the School's obligations under the Code or law, the School will immediately terminate this Agreement without further notice.
21. This Agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
22. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission.

SIGNATURES

AGENCY:

By signing below, the Agency confirms that it has read the Agreement and agrees to be bound by it in all respects:

Name: _____ Signature: _____ Date: _____
Authorised Signatory

SCHOOL:

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School and confirms that the School will be bound by the Agreement in all respects:

Name: _____ Signature: _____ Date: _____
Authorised Signatory

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HOMESTAY CARER PLACEMENT APPROVAL FORM

(Schedule One)

In accordance with Clause 13. of the Agreement, the School is required to approve or decline all homestay placements arranged by the Agency.

PROPOSED HOMESTAY CARER DETAILS

1. Name of student: _____
2. Name of school: _____
3. Name of homestay carers:

   Homestay carer one: _____

   Homestay carer two: _____

4. Address of homestay carer: _____
5. Period of placement: The placement begins on: _____

   The placement ends on: _____

6. The homestay fee agreed to by the Agency and the homestay carer is: $_____ per week
7. The Agency confirms it has conducted appropriate safety checks of the homestay carers and others 18 years and over living at the homestay accommodation in accordance with the Code.
8. A signed copy of the Homestay Carer Agreement has been provided to the School. **Yes / No**

APPROVAL
By signing below, the authorised signatory of the School confirms that the School **APPROVES / DECLINES** the proposed homestay placement for this student.

Name: _____ Signature: _____ Date: _____
Authorised Signatory

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HOMESTAY CARER AGREEMENT (HOMESTAY COMPANY)

(Schedule Two)

(For homestay accommodation for international students arranged through the services of a Homestay Company)

This is an agreement between the Homestay Carer and the School (the **Agreement**).

Name of school: _____ (the **School**)

Homestay Carer's full name: _____

Homestay Carer's full name: _____ (together the **Homestay Carers**, each a **Homestay Carer**)

Homestay Carer's address: _____

_____ (the **Residence**)

Name of Homestay Company: _____

TERMS

For the purposes of this Agreement the following terms shall have the following meanings:

Homestay has the meaning as set out in the Code. For the avoidance of doubt, this means accommodation provided to an international student in the residence of a family or household in which no more than four (4) international students are accommodated.

Residential Caregiver has the meaning as set out in the Code and for the purposes of the Agreement, includes a Homestay carer.

AGREEMENTS

1. The term of the Agreement is for a consecutive 12 months from the date of signing by both parties (the Term). Unless otherwise mutually agreed, the Term automatically renews unless a notice of termination has been provided in writing from one party to the other.

HOMESTAY CARER/S

1. The role of the Homestay Carer/s is to act as a residential caregiver for the School to provide homestay accommodation for international students attending the School

2. The Homestay Carer/s agree to support all students in their care to abide by all rules and expectations set by the School.

3. The Homestay Carer/s agree that the accommodation provided is welcoming, caring, safe, positive and is a healthy environment for students, and complies with the relevant sections of the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code).

4. The Homestay Carer/s agree to provide appropriate levels of care where an international student in their care is unwell or injured, including caring for the student at home and taking the student to visit a doctor when required

5. The Homestay Carer/s will obtain the prior approval of the School before a student in their care stays overnight in any accommodation that is not supervised by the Homestay Carer/s or organised and supervised by the School.

6. The Homestay Carer/s will immediately inform the School if they become aware of, or have any reason to believe that a student in their care is engaging in any at-risk behaviours or behaviours that breach the school's Code of Conduct for International Students.

7. The Homestay Carer/s will immediately inform the School of any changes what-so-ever that may impact the care provided to the student by the Homestay Carers.

8. The Homestay Carer/s will provide the School with no less than fourteen days (14) days prior notice of any changes relating to the families circumstances that may affect the Agreement. This includes, but is not limited to, any change of Residence or any change to the number of adults eighteen (18) years of age or over living at the Residence.

9. For the avoidance of doubt, when at any time, the Homestay Carer/s have a student or students in their care who are enrolled at the School, they agree not to provide accommodation to other fee-paying guests without the prior approval of the School

10. When at any time, the Homestay Carer/s have a student or students in their care who are enrolled at the School, they agree not to act as a Homestay Carer for any other student, whether enrolled at the School or any other school, without prior approval from the School.

THE SCHOOL

11. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, visits to the Residence and meetings with both students and the Homestay Carer/s.

12. The School may remove a student from the Homestay Carer/s at any time without prior notice or agreement at the sole and absolute discretion of the School and this may terminate the Agreement.

13. The School agrees that all information regarding the Homestay Carer in providing accommodation will be kept confidential, except disclosure to students or their parents or legal guardians, to any professional consultant or such person where it is in the interests of the students to provide the information or pursuant to any statutory or other legal duty.

14. Contact information for the Homestay Carer/s may be shared with the School's homestay carer community for the purposes of communicating with other Homestay Carers and will not be passed on to any other parties or used for any other purpose without written agreement from the Homestay Carer/s.

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15. The School may use photographs and/or video of the Homestay Carer/s for the purpose of sharing and promoting international education at the School.

TERMINATION

16. This Agreement may be cancelled by either party giving fourteen (14) days written notice.

17. Failure by the Homestay Carer/s to provide the homestay care in accordance with requirements set out by the School may result in termination of the Agreement.

18. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.

SIGNING

HOMESTAY CARER'S:

By signing below, the Homestay Carer's confirm that they have read the Agreement and agree to be bound by it in all respects:

Name: _____ Signature: _____
(Host Parent)

Name: _____ Signature: _____

(Host Parent) Date: _____

SCHOOL:

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School and confirms that the School will be bound by the Agreement in all respects:

Name: _____ Signature: _____

Date: _____

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