



Homestay Family Agreement & Terms and Conditions 2009

All families must agree to abide by the following terms and conditions, which may be varied by Talkabout Tours Australia (TTA) at its discretion.

Talkabout Tours—Homestays is a Homestay and Accommodation Settlement Service dedicated to the provision of a high quality of service to our international students and guests. Talkabout Tours maintains a database of suitable families to host these students and visitors. Talkabout Tour's priority is to supply good families that can offer a warm, caring and safe home environment who have a genuine interest in the student.

This agreement sets out the terms and conditions on which Talkabout Tours retains persons on its register and the terms and conditions of board arrangement between the Homestay family and any guest who may board with them.

Upon receipt of your application, we will contact you to arrange a suitable time to meet with your family at your home to discuss your application further.

We are confident that the Homestay experience will be mutually rewarding for both you're your family and your guest alike.

With thanks,
The team at Talkabout Tours Australia

1 TALKABOUT TOURS FAMILY REGISTRATION

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| 1.1 | The Talkabout Tours Family registers on the condition that the Homestay family agrees to the terms and conditions set out in this agreement. Talkabout Tours will place the Homestay family on the Talkabout Tours Family database. |
| 1.2 | Talkabout Tours has the right to retain the Homestay family on its register and to refer guests to the Homestay family. |
| 1.3 | Talkabout Tours however can not guarantee a regular supply of students to be placed with the registered families due to factors beyond Talkabout Tour's control e.g. international economic factors, visa regulations, educational policies, etc. |
| 1.4 | Talkabout Tours is not responsible for the late or non-arrival of a guest who is referred to the Homestay family. |
| 1.5 | Talkabout Tours reserves the right to remove any student from the family at any time if we feel a situation is serious enough to warrant early termination. |

2 WARRANTIES AND UNDERTAKINGS BY THE HOMESTAY FAMILY

2.1	The Homestay family represents and warrants that no person who will be staying in their home whilst a guest is residing there has been charged or convicted with any criminal offence. Each permanent household resident over 18 must possess a current Police Clearance to be provided to Talkabout Tours. If hosting students under the age of 18 years, each household member over 18 must have a Working with Children Clearance (Blue Card). Working with Children Application Forms can be provided by Talkabout Tours and the all up cost will be \$10.00 per application.
2.2	If the Homestay family gives a guest termination notice or receive notice of termination from a guest, the homestay family will immediately inform Talkabout Tours to ensure their inclusion on the Room Availability List, therefore assisting Talkabout Tours in the on-going provision of students to the Family. Either party can give 2 weeks notice (for over 18yrs students) at anytime for any reason to terminate the Homestay arrangement.

3 TALKABOUT TOURS ACTS AS AN AGENT

3.1	This document sets out the terms and conditions which is agreed will regulate the relationship between the Talkabout Tours Homestay family and any guest/s who may board with them. However it is acknowledged and agreed that Talkabout Tours acts as an agent on behalf of its guests and Talkabout Tours is not responsible to the Homestay family or the students other than is expressly provided for in this agreement. In each instance when a guest boards with the Homestay family the parties to that agreement are and shall be deemed to be the Homestay family and the guest.
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4.0 HOMESTAY PAYMENT AND PROVISIONS

4.1 HOMESTAY FAMILY PAYMENT SCHEDULE 2009

While we hope your main reason for joining the Homestay Program isn't for financial gain, there is remuneration, outlined below, to help cover costs

DESCRIPTION of SERVICE	HOMESTAY over 18yrs	HOMESTAY (16-17yrs)	HOMESTAY (13-15yrs)	HOMESTAY (Under 13yrs)	HOMESTAY EXECUTIVE (Own Bathroom)	SHAREHOUSE (No meals)	DEMI-PAIR
1 Week's Accommodation	\$215.00	\$230.00	\$260.00 (Includes lunch)	\$260.00 (Includes lunch)	\$235.00	\$110 -\$180 (average \$130)	\$215.00 for the 1 st week while the student settles in
School Day Lunches Extra per week	\$30.00	\$30.00			\$30.00		
<p style="text-align: center;">NOTE:</p> <p style="text-align: center;">Prices include gas and electricity</p> <p style="text-align: center;">Rates go up by \$5.00 week once students pay families directly</p>							

4.2	Talkabout Tours agrees to collect the initial payments (usually 4—5wks however this can vary) from each guest in advance due to the Homestay family pursuant to the terms and agreement of homestay. Talkabout Tours agrees to pay to the Homestay family the first payment not later than 7 days after the guest's arrival at the Homestay. Families are paid weekly via direct deposit. This period of time has been chosen to avoid the inconvenience of requesting a refund from the family should the arrangement have to be dissolved by either party for whatever reason following the guest's arrival at the Homestay. NOTE: Generally
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	under 16's pay Talkabout Tours for the duration of their Homestay.
4.3	The homestay payment is calculated on a nightly basis. Divide weekly fee by 7 to arrive at a daily rate.
4.4	Talkabout Tours will retain a \$5.00 weekly administration fee for the period of payment from us. After the initial period we ask that families collect Homestay payments from students directly. If families feel uncomfortable taking direct payment from the students, Talkabout Tours can arrange to collect students money but the \$5.00 administration fee would remain.
4.5	The Homestay Host agrees to supply Talkabout Tours with Bank Account details in order for us to set up payments.
4.6	Families can prescribe their own Internet usage charge but must inform Talkabout Tours so that we can forewarn students before placement with the family. If there is an internet Internet usage charge, it is generally \$5.00 - \$10.00 week and it is to be paid directly from student to family.

5 TERMS AND CONDITIONS OF HOMESTAY The Homestay family agrees that the relationship between them and each guest of Talkabout Tours who boards with them will be subject to the 'terms and conditions of homestay' set out in the attached schedule.

5.1	Talkabout Tours Acts as a Mediator
5.1.1	Upon request Talkabout Tours will assist either party with any problem they may experience with any particular Homestay arrangement. Talkabout Tours will assist the guest and the Homestay family by acting as a mediator to facilitate a resolution of any problem. It is acknowledged however that Talkabout Tours is not responsible for any act or omission of either party.

5.2 INSURANCE

5.2.1	Homestay families should have Public Liability Insurance covering every student placed in their home by Talkabout Tours.
5.2.2	Please note that most Public Liability insurance policies do not cover paying guests (unless you hold certain business insurance policies). Always check with your insurance company.
5.2.3	A policy to cover the guests, homestay family members, property and other guests to the Homestay home is the sole responsibility of the Homestay family.
5.2.4	House and contents insurance does not necessarily include guests or borders. Please check with your insurance provider.
5.2.5	The Homestay family shall indemnify and shall keep Talkabout Tours harmless from and against all suits actions or claims arising from or incidental to any personal damage occasioned to or caused by a Homestay guest, the Homestay family or any of their respective guests.

5.3 HOST FAMILY OBLIGATIONS TO THEIR GUEST

5.3.1	<u>Bedroom</u> To provide to the guest a bedroom in which there is a minimum of the following: a good quality bed, a desk, a chair, a lamp and a wardrobe, plus suitable lighting for study and heating/cooling where necessary. It is important that a good standard of cleanliness and hygiene is maintained within the room.
5.3.2	<u>Sheets/Linen</u> To provide clean bed linen and bath towels weekly

5.3.3	<p><u>Facilities</u> To make available to the guest the use of all common domestic facilities including power, water, bathroom, toilet, laundry, kitchen and dining and lounge/family room.</p>
5.3.4	<p><u>Laundry</u> The Homestay families have the option of teaching the guest how to use the laundry facilities for themselves and giving them free access or to include the guest washing (if the guest agrees) as part of the family's regular load.</p>
5.3.5	<p><u>Meals</u> To provide the student with ingredients for breakfast and to provide a prepared dinner (evening meal) everyday. On weekends and public holidays, the family is also required to provide lunches for the student (if at home). It is asked that families dine with their students of an evening as an opportunity to practice English and make the student feel part of the family</p>
5.3.6	<p><u>Visitors & Telephone</u> To permit the guest to have visitors from time to time and to receive incoming telephone calls.</p>
5.3.7	<p><u>General</u></p> <ul style="list-style-type: none"> • To be courteous, respectful and friendly to the guest and to make the guest welcome as part of the family • To ensure the guest is capable of traveling independently to and from the School attending (This usually means travelling to school with them on or before their first day) • To respect the guest's privacy and property • To encourage the guest to speak English as often as possible and to provide opportunities for English conversation • To assist with homework if required and to be patient in conversation with the guest • To care for the guest's health and well being whilst staying with the family.
5.3.8	<p><u>Safety</u></p> <ul style="list-style-type: none"> • Ensure students have their families address and contact number • Show students how to lock doors and windows and set security systems • Ensure students know that Perth is NOT safe at night and that they should not be alone after dark
5.3.9	<p><u>House Rules</u> Families are encouraged to draw up a list of their particular house rules so that there can be no confusion on the part of their guests. This should be handed to students or displayed shortly after arrival. This can include meal times, internet usage, security, use of kitchen, laundry and other facilities, plus consumption of water and power.</p>
5.3.10	<p>In the event that a Homestay is terminated as a result of the Homestay Family's failure to comply with these Terms & Conditions (or any variation of them evidenced in writing and signed by the guest and the Homestay Family) the full amount of all moneys paid in advance shall be refunded to the guest or to Talkabout Tours on behalf of the guest.</p>
5.3.11	<p><u>Termination</u> Either party may terminate the Homestay at any time on 14 days notice by serving written notice or by informing verbally (in a clear and mutually understood manner) the other party.</p>
5.3.12	<p>In the event of serious illness or injury outside of school hours please ensure your guest is able to obtain medical attention and inform Talkabout Tours</p>
<p>5.4 HOST FAMILY OBLIGATIONS WHEN HOSTING UNDERAGE STUDENTS Hosting an underage student carries more responsibilities than those outlined above</p>	
5.4.1	<p>Education and Training International or the student's School hold welfare but you are the Care Giver and assume the responsibility of providing appropriate care in a safe, nurturing environment. The common sense rule applies here and you are expected to offer the same level of care and attention you would afford</p>

	your own child. As Care Giver, you have the final say as to what this student can and cannot do.
5.4.2	<u>Curfew</u> Please use your discretion here. Underage students should not be out after dark unless with a responsible adult. Set a time you feel is appropriate for your guest to be home.
5.4.3	Please use your discretion when leaving an underage student alone at home. What would you do if the student was your own child? Under no circumstances is an underage student to be left home alone overnight.
5.4.4	A Working with Children clearance is required
5.4.5	An underage student's emotional requirements can be greater than an adult student's. Please be patient and understanding and know the difficulties associated with leaving a family behind and coming to a new country with a different culture and language
5.4.6	Families are expected to attend parent/teacher nights and may be called upon to enroll the student in a school
5.4.7	<u>School Camps</u> Are organized through the school and you will need to sign a permission slip
5.4.8	<u>Interstate & International Travel</u> It is necessary for the student travelling to be accompanied by a blood relative, over 21 years, or someone from your family who is over 21 years old and permission is needed from the biological parent
5.4.9	If you are unsure of any of your obligations or have any questions call Talkabout Tours
5.5 HOST FAMILY OBLIGATIONS TO TALKABOUT TOURS	
5.5.1	Families are expected to report to Talkabout Tours (especially if hosting under 18's) if their guest is exhibiting: <ul style="list-style-type: none"> • Excessive homesickness • Unsafe practices • Serious health/medical issues/injuries • Strong behavioral problems
5.5.2	Inform Talkabout Tours about room availability
5.5.3	Check bank account to ensure correct remuneration
5.5.4	Inform Talkabout Tours of any change of circumstances. See 6.5
5.6 THE GUESTS OBLIGATIONS	
5.6.1	<u>Payment</u> Guest is to pay a minimum of 4 weeks of Homestay fee to Talkabout Tours prior to the commencement of the homestay which is passed on to the Host Family. After the end of the initial period, if the guest intends to extend his or her stay with the host family, the family needs to inform Talkabout Tours about this situation either via phone or email.
5.6.2	<u>Cleanliness</u> <ul style="list-style-type: none"> • To keep any bedroom used tidy • To keep clothes in the wardrobe provided • To make own bed each morning • To change own sheets when required • To leave in a clean and tidy state any facilities after use including bathroom, toilet, laundry and kitchen.
5.6.3	<u>Damage</u> To report to the Homestay Family any accidents in or about the home and to pay for any breakages or damage caused by the guest

5.6.4	<p><u>Visitors</u> To advise the Homestay Family in advance of any proposed visits by a friend or friends and only permit friends to attend when suitable and convenient to the Homestay Family and to ensure that all visitors abide by the reasonable requests and requirements of the Homestay Family.</p>
5.6.5	<p><u>Telephone</u> To limit incoming calls in number and time so that use does not inconvenience the Homestay Family and to only make outgoing calls by prior arrangement with the Homestay Family.</p>
5.6.6	<p><u>Advise of late arrival</u> To advise the Homestay Family in advance if arriving home late or not attending any prepared meal.</p>
5.6.7	<p><u>Termination</u> Either party may terminate the Homestay at any time on 14 days notice by serving written notice or by informing verbally (in a clear and mutually understood manner) to the other party.</p>
5.6.8	<p>If the Homestay is terminated and the Homestay Family has been paid fees which cover a period beyond the 14 days notice, those funds will be refunded to the guest or to Talkabout Tours on the guest's behalf.</p>
5.6.9	<p>The Homestay Family shall be entitled to payment of fees due during the 14 days notice period, whether or not the guest continues to reside with the Homestay Family during this period.</p>
5.6.10	<p>The guest will respect the property and privacy of their host homestay host's personal belongings and affairs and acknowledge that they will be liable for all costs incurred by me during the homestay period which are not included in the homestay fee. Any excessive use of utilities will be defined as above and beyond normal usage for the household as evidenced by utility bills for comparable periods. If an agreement cannot be reached the guest will refer to the Dispute Resolution below. The guest acknowledges and agrees that they will be liable for any loss or damage deliberately caused to my host family's property.</p>
5.6.11	<p><u>Internet Usage</u> The student agrees to abide by the family rules regarding internet usage</p>
5.6.12	<p><u>Water and Electricity Usage</u> Guests are obligated to keep water use within reason. I.e. Keep showers to maximum of 10 minutes and only wash clothes when there is a full load. Electric heaters and air-conditioners are not to be left on continuously.</p>
5.6.13	<p><u>Security</u> Guests agree to keep the house secure by locking windows and doors and seeking permission before asking friends over</p>
5.6.14	<p><u>Family Rules</u> Students agree to abide by family rules</p>
6 MEMORANDUM OF UNDERSTANDING / PREPARATION POINTS FOR HOMESTAY	
6.1	<p>I understand that Homestay is not a hotel. I am prepared to treat my guest as any other member of my family.</p>
6.2	<p>I will make every effort to interact with my guest members and take an interest in my guest.</p>
6.3	<p>I confirm that the main language used within the home amongst family members is English.</p>
6.4	<p>I confirm that we do not accommodate more than 4 students at one time (unless there are exceptional circumstances in which Talkabout Tours is informed and is in full agreement with)</p>
6.5	<p>I/we agree to inform Talkabout Tours of any alterations in any of the circumstances of the following:</p> <ul style="list-style-type: none"> • Address or contact details • Household members living in the house either permanently or temporarily. • Occupations or significant lifestyle changes within the household.

- Smoking or attitudes to smoking
- Facilities available to the student
- Loss or addition of pets
- Contraction of any illness, physical, mental or emotional in the household.
- Criminal conviction of any member of the household
- The family/parent(s) plan to go on vacation without the student

6.6 Student placement can only be guaranteed for the period of the original invoice (Unless either party opts out having given 2 week's notice). Extension of the original placement term is decided by mutual agreement between your family and the guest.

6.6 Host families are expected to host their guest for a minimum period of two weeks to give themselves and the student time to adjust to each other. However, if exceptional circumstances require the student to be relocated, this will be arranged promptly by Talkabout Tours

6.7 By submitting this form I acknowledge and agree that I have read and understood these terms and conditions and I agree to be bound by them.

*** DISPUTE RESOLUTION**

Host families are encouraged to work through issues with their homestay guest directly. This is one of the important challenges presented by the Homestay experience. Should those issues not be resolved satisfactorily then families should speak to a TTA staff member. TTA staff will endeavour to resolve the issue by encouraging the student and family to discuss the issue.

If it is not resolved, TTA staff will speak to both parties and try to reach a resolution. If there is still no resolution, TTA staff will take any further action required.

8 LIABILITY

I acknowledge that during the homestay period my person and my property will be at my own risk and I will not hold TTA or my homestay host liable for any personal injury or loss of property caused by any act or omission of TTA

Please Note: TTA seeks to ensure that the participants in the homestay program are adequately protected against injury or loss or damage to property. However, accidents do happen and property is at times lost, damaged or stolen and you may not always be totally covered for such injury, loss or damage in all circumstances. Families should obtain insurance cover for injury, illness and loss and damage to property for the duration of their participation in the homestay program.

DECLARATION

I understand that the information on the Host Family Application Form is used for the primary purpose of assessing my homestay application. The information collected may be used for correspondence with the homestay host and partner institution / student's agent, and student and for administrative matters including database entry and family matching, statistical analysis, compliance and legislative reporting requirements. If all the questions on the Application Form are not completed, it may not be possible to process my application for homestay. I undertake to provide correct and complete information.

I have read and I accept these terms of application.

Signed: _____ Dated: _____

Name: _____