

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT LIVING WITH A RESIDENTIAL CAREGIVER OR DESIGNATED CAREGIVER 2022

The Parents or Legal Guardian and Student agree to adhere to the following terms and conditions while living with a Residential Caregiver (RCG) or Designated Caregiver (DCG)

1. If the Parents or Legal Guardian or Student provide misleading information or fail to disclose information about the Student, the School may (in its sole discretion):
 - a. Charge the Parents or Legal Guardian such fees as required to adequately compensate for additional requirements due to the lack of disclosure; or
 - b. Terminate this Agreement
2. The Parents or Legal Guardian agree that if behaviours or conditions of the Student emerge after placement with a RCG or DCG such that the RCG or DCG is unable to provide the accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement and therefore, the enrolment of the Student.

Residential Caregivers

1. The initial appointment and ongoing engagement of the RCG is subject at all times to:
 - a. the RCG and the School entering into a Residential Caregiver Agreement; and
 - b. the School's usual requirements and policies in relation to the Accommodation.
2. While living with a RCG the Parents or Legal Guardian and Student agrees that the Student will:
 - a. Comply with all laws of New Zealand including those relating to the consumption and purchasing of alcohol, cigarettes and illegal substances.
 - b. Comply with all rules, expectations and curfews set by the School and RCG. Unacceptable behaviour, including but not limited to, stealing, smoking, and drinking alcohol may lead to the termination of the Student's enrolment.
 - c. Respect the privacy, values and property of the RCG. This includes complying with rules about keeping rooms clean and tidy, assisting with household chores, limiting shower length to no more than fifteen (15) minutes and keeping the bathroom dry and tidy after use. The Student is not to apply hair dyes, smoke cigarettes or engage in any activity that may cause damage to the RCG's home or property.
 - d. Notify the School and the RCG immediately if damage occurs to the RCG's home or property. The Student may be able to make an insurance claim to pay for any resulting damage. The School can assist with this process if insurance is bought through the School.
 - e. Not engage in any social or leisure activities that may place the student in undue danger or risk of harm.
 - f. Keep the RCG informed of their whereabouts at all times and ask permission to not be home for dinner. The Student must also inform the RCG who they will be with and provide any relevant contact information.
 - g. Not leave the RCG to live at another address without the permission of the School. The Student will live with the RCG for a minimum of four weeks as a trial period before a change of RCG can be considered, unless there is a safety concern.
 - h. Give notice to the School of two weeks if the Student will move to another category of accommodation e.g. to live with a Parent or Legal Guardian or approved DCG. If the Student moves earlier than the two week notice period, payment will be made to the RCG in lieu of the two weeks' notice. The Student will only be considered for a change in RCG in consultation with the Accommodation Co-Ordinator and payment of the required Accommodation Change fee.
 - i. Comply with all laws, School rules and RCG rules around using the internet. It is the responsibility of the Student to ensure that their usage is fair and reasonable and that they do not breach any copyright laws nor access offensive or illegal material while online. The Student is liable for prosecution if they breach these laws.
 - j. Communicate in a timely manner about any matter which may affect the School's ability to carry out its responsibilities effectively, including any changes of address or phone numbers for the Parents or Legal Guardian and Student.
 - k. Spend time talking with the RCG and participate in family activities.
3. The Parents or Legal Guardian and Student understand that the RCG is not required to provide accommodation to Parents or Legal Guardians or other family members if visiting New Zealand and the Parent or Legal Guardian or family member must make alternative arrangements.
4. Failure by the RCG to provide the residential care required by the School and the Code may result in the School's approval of the RCG being withdrawn.
5. In the event the School withdraws its approval of the RCG, the Agreement is terminated and the Student will be placed in alternative accommodation approved by the School at no additional cost.

Designated Caregiver

1. The initial appointment and ongoing engagement of the DCG is subject at all times to:
 - a. the DCG and the School entering into a Designated Caregiver Agreement; and
 - b. the School's usual requirements and policies in relation to the Accommodation.
2. Prior to the Student's placement in the home, the Accommodation Co-Ordinator will visit the home to:
 - a. Determine that the living conditions are of an acceptable standard
 - b. Assess whether the DCG will provide a safe physical and emotional environment for the student
 - c. Determine that the accommodation is not a boarding establishment
 - d. Meet the DCG and establish communication with them
3. The DCG must agree to the School completing Police Vetting for those in their residence over the age of 18 years.
4. The DCG cannot be siblings except in exceptional circumstances.
5. The DCG is responsible for the day to day care of the Student.
6. The Parents or Legal Guardian agree to notify the School immediately of any proposed changes to the caregiver.
7. Failure by the DCG to provide the residential care required by the School and the Code may result in the School's approval of the DCG being withdrawn.
8. In the event the School withdraws its approval of the DCG, the Agreement is terminated and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parent or Legal Guardian.
9. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the DCG which may include, but is not limited to, regular visits to the DCG.

The School

1. The School will ensure that to the best of its ability the Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code.

Student and Parents or Legal Guardian

1. The Student only engages in lawful, responsible and positive recreational activities outside of School.
2. The Student will comply at all times with the Accommodation Requirements and the Parents or Legal Guardian shall work with the School to ensure such compliance.
3. In the event that the Student is removed from a RCG or DCG for any reason, the School will take all reasonable steps to source, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.
4. Students must advise the Accommodation Co-ordinator in advance if they wish to stay the night at a friend's house to enable the School to complete the appropriate checks. Written permission is required from the Parents or Legal Guardian

Fees

1. The Parents or Legal Guardian must pay all accommodation fees to the School in accordance with the School's current fee schedule.

Termination

1. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
2. Where this Agreement is terminated, fees may be refunded in accordance with School Policies.

General

1. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents or Legal Guardian irrevocably:
2. Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
3. Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
4. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be deemed to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication.
5. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
6. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.
7. These terms and conditions may be varied by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.

Disputes

1. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

Execution

1. 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.

EXECUTION: International Student Accommodation Agreement – Living with an RCG or DCG 2022

Parents or Legal Guardian

By signing below, the Parents or Legal Guardian confirm that they have read the Agreement and agree to be bound by it in all respects:

Name(s): _____ (Mother) _____ (Father)

Signature(s): _____

Date: _____

Student

By signing below, the Student confirms he/she has read and understood the Agreement and agrees to abide by the Code, the School Policies and (to the extent applicable) the Agreement:

Name: _____ Signature: _____

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: _____

DESIGNATED CAREGIVER AGREEMENT – 2022

Student First Name: _____ Student Last Name: _____ Date of Birth: _____

DESIGNATED CAREGIVER DETAILS:

Street: _____
City: _____
Home Phone: _____

Suburb: _____
Postcode: _____
Main Email: _____

Female Caregiver:

First Name: _____
Family Name: _____
DOB: _____
Mobile: _____
Email: _____
Occupation: _____
Work Phone: _____
NZ Immigration Status: _____

Male Caregiver:

First Name: _____
Family Name: _____
DOB: _____
Mobile: _____
Email: _____
Occupation: _____
Work Phone: _____
NZ Immigration Status: _____

DCG

1. As the Parents or Legal Guardian of the above student do not reside in New Zealand, I agree to comply with the responsibilities of a DCG as outlined by the School (see Delineation of Responsibilities below)
2. We will live at the address given above. If this is to change I will notify Epsom Girls Grammar School prior to moving. If any other contact information changes, we will notify the School of these changes immediately.
3. I guarantee that I will ensure the good behaviour and attendance of the student for the complete period of enrolment and that I will be readily available to work with the School should any issue occur.
4. I agree to inform the School if the student wishes to leave my care.
5. The DCG agrees that approval will be provided only after appropriate safety and other checks have been completed by the School in accordance with the Code and School Policies. Failure by the DCG to provide the residential care required by the School and the Code may result in the School's approval of the DCG being withdrawn.
6. In the event the School withdraws its approval of the DCG, the Agreement is terminated and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parent or Legal Guardian.
7. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the DCG which may include but is not limited to regular visits to the DCG.

Parents or Legal Guardian

1. The Parents or Legal Guardian agree that the above named DCG will provide residential care for the Student while enrolled as an International Student at the School.
2. Approval is required from the School prior to the Student's placement with the Designated Caregiver.

Agreements

1. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies.
2. 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.

EXECUTION: Designated Caregiver Agreement – 2022

By signing this agreement the Student, the Parent/s and the Designated Caregiver declare that the Designated Caregiver is eligible to be a Designated Caregiver under the Code (being someone who is personally known to the Student and/or Parent(s) as a relative or close friend and meets the other requirements of the Act and the Code).

Parents or Legal Guardian

By signing below, the Parent/s and or Legal Guardian confirms that they have read the Agreement and agrees to be bound by it in all respects:

Name(s): _____
(Mother)

(Father)

Signature(s): _____

Date: _____

Designated Caregiver

By signing below, the Designated Caregiver confirms that they have read the Agreement and agrees to be bound by it in all respects:

Name(s): _____
(Female)

(Male)

Signature(s): _____

Date: _____

School

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

Name: _____

Signature: _____

Date: _____

DELINEATION OF RESPONSIBILITIES - RCG & DCG 2022

The RCG or DCG will:

1. Consent to police vetting for all members of the household (not including existing International Students) over the age of 18 when requested. Police vetting is repeated at least every 3 years.
2. Provide a safe and caring living and studying environment
3. Advise the Student of house rules and expectations
4. Provide day to day care including:
 - a. 3 meals a day and access to snacks
 - b. Own bedroom with bed, including linen, blankets and towels
 - c. Study desk and chair
 - d. Bedroom furniture to store clothes and books
 - e. Study/Bedside lamp
 - f. Heater (in Winter)
 - g. Show students how to use public transport
 - h. Internet/Wifi
 - i. Access to bathroom (Must have a working lock on door) & laundry facilities
 - j. Working smoke alarms and informing students of the fire escape plan
5. Treat the student with respect and make the student feel comfortable and part of the family, this may include access to television, conversations and use of shared rooms.
6. Attendance, uniform and general behaviour and notify the School of any concerns including, homesickness, depression, medical conditions, or issues with sleeping or eating.
7. Support student's academic and extra-curricular learning e.g. reporting any areas of concern to the Dean, assisting with pick ups from trainings.
8. Provide the Accommodation Co-Ordinator with fourteen days (14) prior notice of any proposed changes or additions to the household including additional lodgers, returning or visiting family members or changing of address.
9. Assist the student with getting home safely at night time and advise the student of safety issues including road safety.
10. Ensure teenage boys are not accommodated in the same home unless prior approval has been granted by the Student's Parents or Legal Guardian and the School.
11. Follow the School's attendance procedures if a student will be away from school for any reason. Procedures can be found on the School website and in the Residential Caregiver Information Booklet.
12. Ensure the student has appropriate supervision meeting legal requirements as well as not leaving students home alone overnight without an adult female in the house. The Accommodation Co-Ordinator must be informed in advance if an alternative caregiver will be provided. Alternative caregivers must be approved and vetted by the School or the School will find alternative accommodation for this period of time.
13. Notify the Accommodation Co-Ordinator when a student wishes to stay the night at a friend's house before giving permission. They must have written permission from their parents sent to the Accommodation Co-Ordinator as well as contact information for the friend's parents. Police vetting may be required.
14. Ensure that the Student's travel forms have been completed correctly before allowing them to travel out of Auckland.

Residential Caregivers are not expected to:

- Pay for toll/mobile phone calls
- Cook special food apart from dietary requirements (Residential Caregivers will be notified prior to the student's placement)
- Insure the students belongings or pay for property the student damages or loses
- Offer accommodation to the student's family or friends

Delineation of Responsibility – Epsom Girls Grammar School

Epsom Girls Grammar School will:

1. Provide an Accommodation Co-Ordinator who is available to see the student at school to maintain contact and offer support to the student at school
2. Select and approve RCGs and ensure they meet compliance with the Code and School Policies
3. Approve DCGs and ensure they meet compliance with the Code and School Policies
4. At least once a year, monitor RCGs, DCGs and their residences
5. Meet with students quarterly to ensure their needs and requirements are being met
6. Evaluate and record the suitability and success of placements
7. Provide relevant information to students, Parents or Legal Guardians, RCGs and DCGs
8. Have a 24/7 emergency contact – 027 226 8568
9. Ensure all students have Code compliant Medical and Travel Insurance
10. Provide the RCG with relevant background information about the student, including her email address, student profile and Parents' or Legal Guardians' contact information prior to the student's arrival
11. The School accepts no liability for expenses incurred by the Student.
12. Adhere to the conditions of the *Education (Pastoral Care of International Students) Code of Practice 2016* which includes:
 - Assessment and selection of homestay placements
 - Providing support, advice and guidance when and if required
 - Monitoring of student placements, including home visits
 - Evaluating and recording the suitability and success of placements