

We are GOLD Educational Tours (AUST) PTY LTD (ACN 659 076 365) (**GOLD**). Our team arranges Cultural Exchange Programs and are delighted to have you join our community.

Thank you for hosting an International Student. Hosting is a rewarding experience for the whole family. It is an opportunity to share your way of life with others and to increase cultural awareness in your home. It gives your family the chance to develop language and communication skills as well as the prospect of forming a new international friendship.

In an effort to ensure our homestay placements (**Homestay**) are a rewarding experience for all involved, it is important that you contact us if you have any issues which you would like to discuss (9444 7687 or [homestay@goldil.com.au](mailto:homestay@goldil.com.au)). While your International Student is here, our friendly team are contactable 24 hours a day, 7 days a week to assist you throughout their stay.

By applying to be a Host, you agree to be bound by the terms and conditions of this Host Agreement. You are also responsible for informing any person or persons in connection with your Home, the terms and conditions of this Host Agreement and their obligations under it, in a timely manner.

## **Definitions:**

**Eligibility Criteria:** the Host eligibility criteria described at clause 1.1.

**Guest or Guests: the International Student or Students whom you will be hosting.**

**Home:** the residential address and premises identified on your application in which a Homestay is or may be conducted;

**Host or Hosts:** you and any other applicant named on your application form and registered by GOLD as a Host, as well as any other person over the age of 18 years residing in your Home during a Homestay.

**Host Payment:** the amount that is specific to the Cultural Exchange Program that your Guest is part of. This amount is disclosed to Hosts as part of the application process.

**Long Term Homestays:** a Homestay that is over 5 weeks (35 days) in duration.

**Policies** we mean the Privacy Policy, Placement Policy, Host Screening Policy, Critical Incident Policy and Procedure, and any other policy notified to you by GOLD from time to time, all of which form part of this Host Agreement (but the terms herein will take precedence to the extent of any inconsistency).

**Services:** the services identified in clause 2.1 and provided to Hosts by GOLD in accordance with this Host Agreement.

**Short Term Homestays:** a Homestay that is 5 weeks (35 days) and below in duration.

## **1 Eligibility Criteria**

1.1 All Hosts must:

- (a) be a legally competent person over 25 years of age (not subject to Guardianship or Administration);
- (b) be a Citizen or Permanent Resident of Australia;
- (c) have a Working With Children's Card that is valid for the duration of the Homestay;
- (d) have no criminal record and otherwise be a fit and proper person of good reputation; and
- (e) not be bankrupt

1.2 You must notify GOLD immediately if you or any other Host ceases to satisfy the Eligibility Criteria. If at any time you or any other applicant or Host fail or cease to satisfy the Eligibility Criteria, GOLD reserves the right to reject your application, cancel your registration as Hosts, and immediately suspend or terminate this Host Agreement and any Homestay.

1.3 Applicants will be accepted and registered as Hosts by GOLD subject to fulfilment of the Eligibility Criteria and otherwise at GOLD's sole discretion. GOLD may cancel a person's registration as a Host if they are in breach of this Host Agreement or at the request of that person.

## **2 Services**

2.1 GOLD provides Hosts with the following services:

- (a) Guest selection, recommendation and placement;
- (b) Guest payment processing and administration; and
- (d) Support, advice, and complaints services

2.2 GOLD may, from time to time, offer the Host the opportunity to host a Guest in a Homestay. However, all Homestays are arranged on a case-by-case basis and may be subject to acceptance and approval by the Guest or Education Provider. GOLD does not warrant or guarantee that Hosts will be provided with the opportunity to participate in a Homestay or Homestays of any minimum number, frequency or duration.

2.3 In arranging a Homestay, GOLD will consider the following factors:

- (a) the Home must be owned by a Host or leased by a Host (providing the lease covers the period of the Homestay and that the landlord consents);
- (b) the Host must be a permanent resident of the home;
- (c) the Host is available and present during the Homestay period to include the Guest on family activities;
- (d) English will be spoken at home for the duration of the Homestay;
- (e) the Home must be in good condition, well maintained and presentable, fitted with working smoke detectors, and comply with all local council regulations;
- (f) the Guest will have access to either a spare room, or a shared room with a separate mattress (a shared room must be with a person of the same sex, that is not an adult), suitable bedding, and access to a bathroom and toilet; and
- (g) the Host will provide 3 meals a day (including packed school lunches), adequate transport to and from school each day (either by walking, vehicle, bike, scooter, public transport, or private school bus)

2.4 During the homestay you agree to the following:

- (a) contact GOLD should any circumstances declared during the application period change, not limited to the following but such as visitors from overseas staying in the home, renovations to the home, or adults declared as the primary carer will be away for work;
- (b) seek prior approval from GOLD if you plan for your Guest to take a day off school, travel with your family on holiday, stay overnight somewhere other than the Home, or must leave the Guest in the care of another adult not declared in your application;
- (c) never leave your Guest alone at Home;
- (d) maintain valid clearances;
- (e) notify GOLD of any changes to residents;
- (f) communicate in a timely manner with GOLD particularly where there is an area of concern such as the Guest suffering Homesickness or not eating well;
- (g) Immediately notifying GOLD of any incident relating to the Guest's well-being on our 24 hour 7 days a week emergency contact number provided at the time of confirming a Homestay placement; and
- (h) Only use a registered vehicle with adequate insurance when transporting your Guest. All drivers must have an Australian driver's license, drive with reasonable care, obey all laws and regulations, and not drive under the influence of alcohol or drugs. Vehicles used to drive your Guest must be road registered with valid Compulsory Third Party (CTP) insurance.

### **3 Warranties**

3.1 GOLD warrants to Hosts that it will provide the Services with all due care and skill, in compliance with applicable laws.

3.2 Every Host continuously warrants to GOLD that they:

- (a) satisfy the Eligibility Criteria;
- (b) will use the Services and conduct themselves during a Homestay in a reasonable, respectful, and responsible manner;
- (c) will comply with the Policies and applicable law at all times; and
- (d) will not, in connection with a Homestay or the Services, do or omit to do anything in a manner that is fraudulent, misleading and/or deceptive, negligent, illegal, immoral, offensive, or reasonably likely to harm or infringe the rights of any person

### **4 Payment & Refund**

4.1 Hosts must not collect any fees or payments directly from Guest or any other party in respect of the Homestay;

4.2 for Short Term Homestays, Hosts will be paid the Host Payment 3 days after the Guest's arrival, into the Host's nominated bank account via electronic funds transfer;

4.3 for Long Term Homestays, Hosts will be paid the Host Payment in fortnightly instalments, into the Host's nominated bank account via electronic funds transfer; and

4.4 If a Homestay is terminated at any time, the Host remains liable for refunding to GOLD in full or in part the Host Payment, though GOLD may choose to waive this obligation at its sole discretion.

## **5 Confidentiality & Privacy**

5.1 Hosts and GOLD agree to keep confidential the terms of this Host Agreement and any information or material received in connection with this Host Agreement or a Homestay and marked, or reasonably presumed to be, confidential (Confidential Information).

5.2 Both Hosts and GOLD agree that they will not disclose any Confidential Information to any third party unless or until it:

- (a) is or becomes publicly known through no wrongful act of the receiving party;
- (b) is received from a third party (other than from or on behalf of a Guest, Host or GOLD) without restriction and without breach of any confidentiality obligation to the other party;
- (c) is independently developed by the receiving party; or
- (d) is required by law to be disclosed (provided that the other party is given advance notice of, and an opportunity to, contest any such requirement).

5.3 GOLD will always handle your personal information and the personal information of Guests in accordance with its Privacy Policy

5.4 Any personal information of a Guest received by you in connection with a Homestay is Confidential Information for the purposes of clause 5.2. Without limiting clause 5.2, you warrant and agree that you will:

- (a) keep Guests' personal information private and confidential;
- (b) only use Guests' personal information for the purpose to which it was provided to you or otherwise with the consent of the Guest; and
- (c) will not disclose Guests' personal information to any person except with the Guests' consent.

## **6 Insurance**

6.1 Hosts must have current insurance that covers Guests for any injury, damage or death that may arise from negligence in the Home. In Western Australia this is commonly referred to as Public Liability Insurance that may or may not be included in your Home's insurance package. It is the Host's responsibility to check that the Home's insurances are current and valid throughout the time of the Homestay.

6.2 Hosts who drive students must only use a roadworthy and registered vehicle with Compulsory Third Party (CTP) insurance in their name. Motor vehicle accidents and injuries are not covered under the GOLD insurance policy and should be claimable under your CTP insurance.

6.3 Guests have travel insurance that will cover them outside of the Home, in instances related to loss, damage, death, injury and liability.

## **7 Liability**

7.1 All Hosts in your Home are jointly and severally liable for a breach of this Host Agreement by any of them.

7.2 To the maximum extent permitted by law, GOLD excludes all warranties not expressly provided in this Host Agreement and all liability for any loss (including consequential or indirect loss), cost, damage, or claim, however and whenever arising (including due to the act or omission of a Guest or Host), suffered by any person in connection with the Services, a Homestay, or this Host Agreement.

7.3 Nothing in this Host Agreement is intended to exclude any consumer guarantee under the Australian Consumer Law, or term otherwise implied by law, which cannot be excluded. Hosts agree that, to the maximum extent permitted by law, any liability of GOLD in connection with such a guarantee or implied term and in respect of any particular supply of Services is limited (at GOLD's election) to either resupplying those Services or paying the cost of having those Services resupplied.

7.4 Subject to clauses 7.1 and 7.2, to the extent that GOLD otherwise has any liability for any loss, cost, damage, or claim arising in connection with the Services, a Homestay, or this Host Agreement (including for negligence), GOLD's liability is limited in aggregate to Fees paid or payable in the 12 months immediately preceding the date on which the cause of action accrued

7.5 Hosts continually indemnify GOLD from and against any loss, cost, damage, or claim (including third party claims) suffered or incurred by GOLD in connection with a Host's breach of this Host Agreement, except to the extent that any such loss, cost, damage, or claim is caused by a negligent act or omission of GOLD.

## **8 Termination**

8.1 A Host may terminate a Homestay (before or after commencement) immediately on notice to GOLD if the Guest has committed a theft, damaged property, caused an injury or engaged in violent or threatening behaviour (or any other behaviour which makes any person in the Home feel unsafe) in connection with the Homestay. In such circumstances, GOLD will take all reasonable steps to remove the Guest from the Home, if required.

8.2 For Long term Homestays, a Host may otherwise terminate a Homestay at any time after the first 4 weeks of the Homestay on 2 weeks' written notice to GOLD.

8.3 GOLD may terminate a Homestay (before or after commencement) immediately on notice to a Host if:

- (a) a Host fails to satisfy the Eligibility Criteria;
- (b) the Home ceases to meet the requirements identified by GOLD under clause 2.3; or
- (c) GOLD otherwise determines in its sole discretion that it is appropriate to terminate the Homestay immediately in response to a request from a Guest or related party.

8.4 A Host may otherwise notify GOLD of any complaint regarding a Guest or Homestay at any time, and GOLD will use commercially reasonable endeavours to resolve, or assist the Host to resolve, the complaint.

## **9 General**

9.1 **No employment:** Nothing in this Host Agreement creates a relationship of joint venture, agency, partnership or employment between any of the parties.

9.2 **Assignment:** Hosts cannot assign, transfer, or dispose of their rights or obligations under this Host Agreement without the prior written consent of GOLD.

9.3 **Variation:** GOLD may vary or update this Host Agreement at any time, but we will take reasonable steps to notify you of any changes.

9.4 **Notices:** Any notice or demand to be given or made under this Host Agreement must be in writing and delivered to that party's nominated address by post, or email. Notice is effective on receipt by the addressee.

9.5 **Governing law:** This Host Agreement is governed by the laws of Western Australia and the parties irrevocably submit to the jurisdiction of the Courts there.

9.6 **Entire agreement:** This Host Agreement contains the entire agreement between the parties, and supersedes and replaces any prior representations, negotiations, or agreements in respect of its subject matter.

9.7 **Waiver:** Any waiver of a right or remedy under this Host Agreement will only be valid if the waiver is given in writing and signed by the party giving the waiver.

9.8 **Severance:** If any provision of this Host Agreement is unenforceable, then that provision (or relevant part) may be severed without affecting the enforceability of any other pro