

The Special Host must comply with this Code of Conduct, the Special Host Terms and Conditions, as well as all other relevant policies and procedures including, but without limitation, the UTS College Homestay Policy and Procedure and UTS College Under 18 Policy. The Special Host must also ensure that all other Household Members are familiar with and comply with this Code of Conduct.

UTS College may amend this Code of Conduct from time to time without the consent of the Special Host or its Household Members. UTS College intends to review the Code of Conduct each year. If the Code of Conduct is amended, an updated Code of Conduct will be provided to the Special Host. UTS College may terminate the appointment of the Special Host with immediate effect if the Special Host or its Household Members do not comply with this Code of Conduct.

## Special Host Environment

- The Special Host and its Household Members should offer students a pleasant living environment, which ensures their wellbeing.
- Students are to be given an opportunity to experience the cultural difference and lifestyle in Australia and be included in family outings and other social activities wherever possible.
- The Special Host and its Household Members should communicate with Students in English whenever possible with a view to assist Students in their understanding of and confidence with the English language.
- The Special Host and its Household Members should respond to any questions from Students in an appropriate and informative manner.

## Students

**This section of the Code of Conduct only applies where Students under 18 years of age are placed with the Special Host.**

- The Special Host must provide suitable care and welfare arrangements for Students under 18 years of age, including arrangements for their accommodation, support and general welfare during his or her stay in Australia.
- The Special Host must inform UTS College Student Success Team immediately if the Special Host is at any time unable to provide the arrangements described above.
- The Special Host and each Household Person aged 18 years or over must hold a valid NSW Working with Children Check.
- During a Student's stay, the Special Host must notify UTS College Student Success Team of any person aged 18 years or overstaying with the Special Host (for example, friends, relatives, etc. except for the student's legal parents/ guardians) for one or more nights and such persons must also have valid Working with Children Checks.
- UTS College or Homestay Provider will undertake six-monthly home visits of the Special Host's accommodation to ensure the ongoing suitability of the accommodation and welfare arrangement until the student turns 18. The Special Host must facilitate these home visits with UTS College or Homestay Provider.

**Without limiting any of its obligations, the Special Host must:**

- Take or ensure that students under 18 years of age are taken to see a doctor if they are feeling unwell or are injured.
- Supervise and assist students under 18 years of age in the completion of any homework tasks.
- Ensure under 18 students adhere to their curfew time of 10pm Monday – Sunday. Exceptions to this may be made by contacting the UTS College Student Success Team and only with their written agreement.
- Contact UTS College if Students are absent from their classes.

- In case of Students under 18 years of age wishing to go on an overseas holiday, refer the Student to the UTS College Student Success Team within the UTS College Student Centre to apply for holiday approval. Preferably, this should be done with at least two weeks' notice. The Special Host will receive an email, confirming when the student is to depart and when the student returns from [accommodation@utscollege.edu.au](mailto:accommodation@utscollege.edu.au)
- The Special Host must ensure the Student gets from the airport safely using UTS College Student Success Team approved transport, or ensure they make alternate agreeable arrangements with UTS Student Success Team prior to the Student's day of departure.
- The Special Host must inform the UTS College Student Success Team via email or telephone call (leave message if required) that the Student has not arrived home from their holiday on the advised date.

## Contact Details

- The Special Host must immediately provide their contact details upon meeting Students. This should include their full name, residential address and their home, work and mobile phone number.
- The Special Host must immediately on meeting Students, request a contact number from them if available and provide this to the UTS College Student Success Team.
- The Special Host should regularly check Students still have their contact details. All changes should be advised to the UTS College Student Success Team.

## Accommodation

The Special Host must provide Students with accommodation at the Premises and reasonable access to all common areas of the Premises (including cleaning, washing, showering and toilet facilities).

The Premises must have working smoke alarms and clear access to inside and outside of the Premises.

Without limiting any of the obligations, the Special Host must provide:

- adequate space in the bedroom;
- accommodation with a comfortable temperature;
- adequate furniture in the bedroom including:
  - (a) where a single room is being offered to a Students, a bed, desk, lamp and wardrobe; or
  - (b) where a twin room is being offered to Students, two beds, two desks (or one desk large enough for both Students to work at), two lamps and two wardrobes.

The Special Host must provide the accommodation in a clean and healthy environment. The Special Host should:

- clean the accommodation at least once a week;
- provide laundry facilities; and
- provide clean linen and towels once a week or when requested by Students.
- The Special Host should set out the rules and regulations of their household in writing (or use UTS College's Special Host Terms and Conditions and UTS College's Homestay Etiquette) and ensure that Students are aware of and understand these rules and regulations.
- The Special Host should provide instructions to Students on how to use any electrical goods, entertainment facilities or any equipment that would reasonably be required to be used by Students.
- The Special Host should not expect Students to maintain their house or yard, babysit their children or cook their meals.
- The Special Host must have public liability and indemnity insurance up to the value of A\$20,000,000 that covers the student and their belongings.

## Medical Attention

- In a medical emergency, the Special Host must ensure that Students receive immediate and proper medical treatment.
- The Special Host must inform UTS College Student Success Team of any medical emergency as soon as possible.

## Provision of Meals

- The Special Host should take into account cultural consideration of students
- The Special Host must ensure that Students are adequately fed. Special Hosts must provide a balanced diet of freshly prepared food.
- If the Special Host and its Household Members are for any reason unable to provide the prescribed number of meals, alternative meal arrangements must be made for Students.

## Travelling

- The Special Host should travel with Students to the UTS College campus at least once and assist Students in the purchase of their first public transport ticket.
- The Special Host should also provide written travel directions as well as a transport timetable to Students. An explanation of the travel directions, how to purchase an OPAL card and transport timetable or assistance with downloading a transport app should be provided to Students before their first trip. International students must buy an Adult OPAL card. Please see the transport website for more information [www.opal.com.au](http://www.opal.com.au)

## Other Obligations

The Special Host must respect the privacy of Students and appreciate the cultural background and differences of Students.

The Special Host and its Household Members must not:

- abuse or offer drugs or alcohol to Students;
- engage in any act of violence towards Students;
- expose Students to any inappropriate or indecent material or media;
- make improper physical advances towards Students; or
- engage in any conduct that would result in the Special Host or Household Members:
  - (a) becoming a registrable person for the purposes of the Child Protection (Offenders Registration) Act 2000 (NSW);
  - (b) becoming a prohibited person for the purposes of the Commission for Children and Young People Act 1998 (NSW); or
  - (c) the equivalent of the above under any legislation in any state or territory whether in or outside of Australia.

UTS College requires the Special Host to respect and not influence Students' value systems, beliefs and religious practices.

## Contacting UTS College

The Special Host or its Household Members must notify UTS College Student Success Team immediately if they suspect or have reasons to believe that:

- Students are engaging in any illegal conduct;
- there is a critical incident or emergency involving the Student;
- A Student might cause harm to themselves or others;
- Students are being engaged in an illegal/inappropriate form of employment that violates their visa conditions if they are minors under 18;
- another person has moved in with a Student; or
- the Special Host or any other Household Member has breached any part of this Code of Conduct (including the prohibited conduct described above).

Special Hosts should contact UTS College Student Success Team immediately by telephone or email if a Student under the age of 18 consistently breaches Special Host Terms and Conditions, or Hosts cannot get in touch with the Students.

If you need to register a grievance, please use the following confidential email address:

[accommodation@utscollege.edu.au](mailto:accommodation@utscollege.edu.au)

## Payments

- Except where the charges or expenses relate to telephone calls made by Students, or internet usage, the Special Host must not request from the Student's additional household charges or ask for an initial deposit for any additional charges or expenses unless approved by UTS College Student Success Team in writing.
- Where Students are charged for telephone calls, the Special Host should provide a copy of the telephone bill to the Students.
- Where a Student has caused damage to the home that goes beyond reasonable wear and tear, the Special Host should inform UTS College Student Success Team and can ask the Student to pay the damages. The Student should be presented with a tax invoice of those damages.

## Definitions

### In this Code of Conduct:

- "Code of Conduct" means this document as amended from time to time;
- "Special Host" means any person approved by UTS College to provide accommodation outside of the standard Homestay arrangement;
- "Household Members" means all family and household members who are, or will be, residing at the Premises;
- "UTS College" means INSEARCH Limited ABN 39 001 425 065 of Level 9, 187 Thomas Street, Sydney, NSW;
- NSW Working with Children Check means the Working With Children Check undertaken and issued by the NSW Office of the Children's Guardian.
- "Premises" means the residential premises of the Special Host or any other residential premises notified to and approved by UTS College; and
- "Students" placed with a Special Host by UTS College.

## Special Host Code of Conduct

### Placement of Students with Host

#### 1. Definitions and Interpretation

##### 1.1 Definitions

##### In the Terms and Conditions:

Request for Special Host Application Form	The application form issued by UTS College and completed by the Student's Parent/ Legal Guardian and the nominated Special Host.
Code of Conduct	The Code of Conduct for Special Host as amended by UTS College from time to time;
GST	Has the meaning given to it under the A New Tax System (Goods and Services Tax) Act 1999
Special Host Rate	Please refer to UTS College Homestay Procedure
Special Host	Any person whose name appears on the Special Host Application Form and having been approved by UTS College to provide Special Host arrangements to Students
Household Members	All family and household members who are, or will be, residing at the Premises
UTS College	INSEARCH Limited ABN 39 001 425 065 of Level 9, 187 Thomas Street, Sydney, NSW;
Migration Regulations	Any regulations made under the Migration Act 1958 including the Migration Regulations 1994;
Premises	The residential address set out in the Application Form or any subsequent address notified to and approved by UTS College in writing;
Terms and Conditions	Terms and conditions in this document including any schedules to it.
Working with Children Checks	The Working With Children Check undertaken and issued by the NSW Office of the Children's Guardian.

##### 1.2 Interpretation

###### (a) Reference to:

- (i) one gender includes the other;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
    - (A) that Statutory Provision as amended or re-enacted from time to time; and
    - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
  - (iv) money is to Australian dollars, unless otherwise stated.
- (b) "Including" and similar expressions are not words of limitation.
- (c) Headings are for convenience only and do not form part of the Terms and Conditions or affect its interpretation.

## 2. Appointment of Special Host

- 2.1 The appointment of a Special Host is subject to an initial inspection, a host interview and written confirmation from the UTS College Student Success team. UTS College appoints the Special Host to provide Special Host arrangements for Students accordance with this Code of Conduct and these Terms and Conditions.
- 2.2 UTS College follows a policy of non-discrimination in the appointment of its Special Hosts and may appoint any Special Host regardless of race, colour, religion (creed), gender, age, national origin (ancestry), disability, marital status or sexual orientation, as long as these do not prevent the Special Host from adequately fulfilling their role as Special Host.
- 2.3 The appointment of the Special Host by UTS College to provide accommodation services is not an exclusive appointment.

## 3. Obligations in Relation to Students Under 18 Years of Age

### 3.1 For students under 18 years of age to be placed with the Special Host:

#### (a) The Special Host must:

- (i) be at least 21 years of age;
- (ii) be of good character;
- (iii) be a citizen or permanent resident;
- (iv) not be a registrable person for the purposes of the Child Protection (Offenders Registration) Act 2000 (NSW) or its equivalent legislation in any other state or territory, whether within or outside of Australia;
- (v) not be a prohibited person for the purposes of the Commission for Children and Young People Act 1998 (NSW) or its equivalent legislation in any other state or territory, whether within or outside of Australia;
- (vi) hold, and ensure that each Household Members aged 18 years or over holds, a valid NSW Working with Children Check;
- (vii) ensure that adequate insurance cover is taken prior to the Special Host Arrangement being approved. The Special Host should have Public Liability & Indemnity Insurance up to a minimum of A\$20,000,000;
- (viii) notify UTS College of any person aged 18 years or overstaying with the Special Host at the Premises (for example, friends, relatives, etc. except for the Student's legal parents/guardians) for one or more nights and such persons must also have valid Working With Children Checks;
- (ix) make the accommodation available for six-monthly inspections by UTS College or Homestay Provider so that UTS College may ensure the ongoing suitability of the Premises and welfare arrangement until the student turns 18;
- (x) meet any other requirement set out by UTS College.

#### (b) If requested by UTS College, the Special Host must provide any evidence or document to UTS College to show compliance with the requirements set out in clause (a).

#### (c) The Special Host acknowledges that UTS College may undertake independent checks of the Special Host's compliance with the requirements set out in clause (a) and consents to such checks.

### 3.2 The Special Host must make appropriate arrangements for the Students accommodation, support and general welfare during their stay in Australia in accordance with the under 18 visa conditions and Department of Home Affairs requirements for under 18 Students.

- 3.3 In particular, the Special Host must comply with all legislative, regulatory and UTS College standards and obligations relating to under 18 Students including, but not limited to, those set out in applicable UTS College policies and procedures and the Code of Conduct.
- 3.4 Where the Special Host is unable to attend to the arrangements and needs of the Students under 18 years of age for any period of time exceeding 24 hours, the Special Host must ensure that at least one Household Member is appointed in his or her place who complies with section 3.1. The Special Host must notify UTS College immediately if there are no suitable Household Members available to attend to the needs and care of under 18 Students.
- 3.5 When a Student under 18 years of age wishes to leave the country on holidays, the Student must be referred to UTS College Student Success Team to apply for holiday approval. Special Hosts will receive an email from [accommodation@utscollege.edu.au](mailto:accommodation@utscollege.edu.au) confirming agreed holiday arrangements. The Special Host must inform the UTS College Student Success Team via email or telephone call (leave message) that the Student has not arrived home from their holiday on the approved holiday return date.
- 4. Accommodation**
- 4.1 The Special Host must allow all employees, representatives, emergency services, police, contractors or personnel of UTS College access to the Premises immediately in the case of an emergency or within 24 hours of being notified by UTS College in any other circumstances.
- 4.2 Without limiting clause 4.2, UTS College has the right to conduct an inspection of the Premises every six months until the Student turns 18 years old.
- 4.3 The Special Host must notify UTS College:
- (a) immediately of any material alterations, repairs, renovation or work made to the Premises which may adversely affect Students in any way whatsoever; and
  - (b) if they plan on moving to another residential premises other than the Premises notified on the Application Form. If there are Students in the home at the time, the new home must be inspected and approved by UTS College before the move.
- 5. Removal of Students**
- 5.1 UTS College may at any time change or move Students from one Special Host Arrangement to an alternative UTS College approved accommodation. UTS College is not under any obligation to provide any reasons for the change to the Special Host. A need to remove a Student is not necessarily considered by UTS College to be reflection of the Special Host's quality but reflects UTS College's dedication to ensuring the comfort of UTS College Students in their period of adjustment.
- 5.2 If UTS College believes the Special Host has contributed in some way to a Student's discomfort, UTS College will discuss the issues with the Special Host in a constructive way and endeavour to support the Special Host in offering a high standard of service. Special Hosts can request advice and support from the Student Accommodation Coordinator and the UTS College Student Success Team at any time in working hours or after hours if relating to an emergency situation.
- 5.3 The Special Host may request UTS College to cease the Special Host Arrangement by phone or in writing. Where the request is made by phone, the Special Host must follow up the request by providing UTS College with a written copy of that request as soon as possible. Students must remain with the Special Host until alternate arrangements are in place. Furthermore, Students may only cease the Special Host Arrangement with the approval of UTS College.
- 6. Arrivals**
- The Student needs to provide UTS College with arrival details.



## 7. Obligations

7.1 The Special Host must, and must ensure any of its Household Members, at all times comply with all regulatory, legislative requirements for overseeing the welfare of a Student including complying with the Special Host Code of Conduct and Special Host Terms and Conditions.

7.2 The Special Host must notify UTS College immediately of:

- (a) an increase to the number of Household Members present at the Premises;
- (b) any new Household Members present at the Premises not previously notified to UTS College;
- (c) any Household Members who have turned 18 years of age; and
- (d) any material changes to the information in the Application Form completed by the Special Host

## 8. Damage to Property and Death or Bodily Injury

8.1 The parties acknowledge and agree that UTS College is not liable for:

- (a) any loss or damage caused directly or indirectly by Students to the property of the Special Host or Household Members or any other personal belongings or property situated on the Premises; and
- (b) any death or bodily injury to the Special Host or Household Members caused directly or indirectly by Students.

## 9. Indemnity

9.1 The Special Host indemnifies UTS College against all liabilities to Students and third parties (including but not limited to any government or statutory authority in Australia or elsewhere, as well as the Special Host or Household Members) and the cost of defending any legal actions or proceedings by those Students or third parties against UTS College, arising out, of or in connection with:

- (a) a breach of the Code of Conduct or Terms and Conditions;
- (b) a breach of any applicable law, regulation, custom or practice; or
- (c) a negligent act or omission by the Special Host or Household Members.

## 10. Privacy

10.1 For the purposes of the Privacy Act 1988, the Special Host consents to UTS College collecting personal information of the Special Host on the following basis:

- (a) the information may consist of:
  - (i) the name, address and contact numbers of the Special Host;
  - (ii) any information set out in the Application Form; and
  - (iii) any documents or materials provided under clause (b);
- (b) the personal information will be collected for the purposes contemplated by the Terms and Conditions;
- (c) UTS College may disclose the Special Host's personal information to:
  - (i) an agent of any person mentioned in clause (i) and
  - (ii) government or statutory authorities in Australia or elsewhere if required by any law; and
- (d) the Special Host may access and alter the personal information at any time by contacting UTS College.

## 11. Termination

11.1 UTS College may terminate the appointment of the Special Host at any time and with immediate effect by giving notice to the Special Host if the Special Host or its Household Members breach any part of the Code of Conduct or does not comply with the Terms and Conditions.



## 12. Assignment of Obligations

- 12.1 The Special Host must not assign or subcontract the performance of the whole or any part of its rights and obligations set out in the Code of Conduct and Terms and Conditions.
- 12.2 UTS College may at any time assign all of its rights and obligations set out in the Code of Conduct and Terms and Conditions without notice to or the consent of the Special Host.

## 13. Entire Understanding

- 13.1 The Terms and Conditions and Code of Conduct represents the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement and replaces any prior agreement or understanding connected with this subject matter.

## 14. Governing Law

- 14.1 This agreement is governed by the law of New South Wales, Australia.
- 14.2 The Special Host agrees that the courts of New South Wales and of Australia may determine any matters arising in connection with this agreement.

## Special Host Declaration

**I understand and agree to all the Special Host conditions above and I will ensure that myself and any other Household Members adhere to them.**

**Special Host's name**

**Special Host's  
signature**

**Signed date**

Email your completed form with all supporting documents to: [accommodation@utscollege.edu.au](mailto:accommodation@utscollege.edu.au)

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