

## PART FOUR(OF AGREEMENT/CONTRACT OF ENROLMENT):

**PLEASE COMPLETE THE DESIGNATED CAREGIVER AGREEMENT ONLY IF THE STUDENT WILL BE LIVING WITH A DESIGNATED CAREGIVER WHILE ENROLED AT THE SCHOOL.**

### DESIGNATED CAREGIVER AGREEMENT

This is an agreement between the Student, the Parent/s, the Designated Caregiver/s and the School (the **Agreement**).

School name: \_\_\_\_\_ (the **School**)

Student's name: \_\_\_\_\_ (the **Student**)

Name of parent one: \_\_\_\_\_

Name of parent two: \_\_\_\_\_ (together the **Parents**, each a **Parent**)

Name of caregiver one:  
(relative or close family friend): \_\_\_\_\_

Name of caregiver two:  
(e.g. partner of relative or close family friend): \_\_\_\_\_ (together the **Designated Caregivers**, each a **Designated Caregiver**)

Address: \_\_\_\_\_  
\_\_\_\_\_ (the Caregiver's **Residence**)

Email address: \_\_\_\_\_ (the Caregiver's **Email address**)

Mobile Number:  
(Caregiver 1) \_\_\_\_\_ (the Caregiver's **Mobile contact**)

Mobile Number:  
(Caregiver 2) \_\_\_\_\_ (the Caregiver's **Mobile contact**)

#### AGREEMENTS

1. The Student and the Parents are parties to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are considered to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver/s will provide residential care for the Student while enrolled as an international student at the School.
3. The Parents, Student and Caregivers agree that the School may, at any time, obtain from the Parent(s), caregiver(s), the Student, or any other person or organization any information the School requires to assess the Student's eligibility to receive tuition and accommodation, process and/or accept the Student's admission to the School, continue the Student's tuition and accommodation arrangements, renew the Contract of Enrolment, or perform any other purpose or obligation under this Agreement.
4. The School has provided, and the Designated Caregiver/s have read and understood, the sections of The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agree to act as Designated Caregiver/s to the Student according to these requirements.
5. For the avoidance of doubt, The Designated Caregiver/s agree that the accommodation provided is caring, safe, positive, is a healthy environment, and supports the Student to achieve their academic goals.
6. The School agrees that all information regarding the Designated Caregiver/s relating to the Agreement will be kept confidential, except disclosure to the Student or their parents, to any professional consultant or such person where it is in the interests of the Student to provide the information or according to any statutory or other legal duty.
7. Approval is required from the School before the Student is placed with the Designated Caregiver/s.
8. The Designated Caregiver/s agree that approval will be provided only after safety checks and other appropriate checks have been completed by the School in accordance with the Code and School policies.
9. Failure by the Designated Caregiver/s to provide the residential care required by the School and the Code may result in the School's approval of the Designated Caregiver/s being withdrawn. The School may withdraw its approval of the Designated Caregiver(s) where the School, the Student, the Parents, or a

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

public official raises concerns and requests that the Student be moved from the Designated Caregiver's accommodation, or where the Student or the Parents request a change of accommodation.

10. The Designated Caregiver/s agree to support the Student to abide by all rules and expectations set by the School.
11. In the event the School withdraws its approval of the Designated Caregiver/s, 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 Parents.
12. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver/s and this may include regular visits to the residence and meetings with both the Student and the Designated Caregiver/s.
13. The Designated Caregiver(s) and/or the Parents and/or the Student must provide the School with at least four (4) weeks' prior written notice (excluding school holidays from the notice period) of any change to the accommodation arrangement or placement with the Designated Caregiver(s), and at least fourteen (14) days' prior written notice of any other change in circumstances that may affect this Agreement. This includes any change of residence or contact details of the Designated Caregiver(s), or any change in the number of adults residing at the residence. Failure to provide the required advance notice may be considered a breach of this Agreement, which may result in the termination of the Student's enrolment and the Contract of Enrolment entered into between the School and the Student and the Parents. For the avoidance of doubt, an adult is defined as a person aged 18 years or over.
14. The Parent(s) acknowledge and agree that the School is not responsible for the Student's day-to-day care while the Student is in the care of the Designated Caregiver(s) ("DCG"), and that the Parent(s) will maintain regular contact with the DCG regarding the Student's day-to-day care in accordance with the School's Accommodation Rules and Requirements. The School may, however, collect feedback from the DCG regarding the Student's wellbeing, behaviour, and overall adjustment within the DCG's home, and may administer accommodation expenses by making regular payments to the Designated Caregiver(s) at the agreed rate to support the Student's living arrangements and help ensure a stable placement.
15. The Student agrees to comply with the School's Accommodation Rules and Requirements in all respects, and the Designated Caregiver(s) agree to accept and comply with the School's Accommodation Rules and Requirements in all respects.
16. The Student will treat the accommodation provided by the Designated Caregiver/s ("Accommodation") with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.
17. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies.
18. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email or facsimile transmission.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

## SIGNING

By signing this agreement the Student, the Parent/s and the Designated Caregiver/s declare that the Designated Caregiver/s are 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).

### PARENT/S:

By signing below, the Parent/s confirm that they have read the Agreement and agree to be bound by it in all respects: (please initial each page)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### DESIGNATED CAREGIVERS:

By signing below, the Designated Caregivers confirm they have read the Agreement and agree to be bound by it in all respects:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Student

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### SCHOOL:

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: Please upload the signed page as a supporting document for the student's application.**