

# ERA EDUCATION COMPANY

## Homestay Contract

**The Parties:** The parties to this contract are: **Era Oxford Ltd, 4 Ridley road, Oxford, OX42QJ** , and **The Host Family ("you")**

\_\_\_\_\_ (name and address of the Host family)

**Appointment and Contract Duration:** Subject to clearance by the Disclosure and Barring Service (unless already obtained) we appoint you to act as Host Family in respect of Students in the care of Era company. The contract between the parties mentioned above will be on an ongoing basis and unless there are exceptional circumstances to justify short notice (as detailed below in **Notice of Termination**, both parties will give at least one month notice before bringing this agreement to an end.

**Your Responsibilities:** You hereby confirm that when you are issued with our Host Family Handbook, which will be issued to you upon your successful application it forms part of your agreement and that you will do everything reasonable to comply with those responsibilities. You will not accommodate or release care of the Student without our knowledge and confirm that you will inform Era at the earliest opportunity of any change in home details or composition of the household during the course of this contract.

### Accommodation

- To provide a warm and welcoming environment to all students placed at our home
- To provide students with an introduction to their accommodation, including information about meal times, curfews, directions to the college, house rules, bathroom arrangements etc
- To only speak English with students in our home and to encourage students to speak English as much as possible
- To encourage the student to feel at home and to treat him/her as a member of the family rather than a paying guest
- Not to host another student of the same native language at the same time unless by special arrangement with the parents
- To provide a clean and comfortable student room, meeting the requirements specified by Era Education
- To provide a home environment in which it is possible for the student to carry on his/her studies properly
- To provide wireless internet for the student to use
- To provide the student with a balanced and appropriate diet, taking into consideration any dietary needs
- To give the student reasonable and regular access to the bathroom and laundry facilities.
- To wash one load of clothes for the student per week
- To host no more than 3 students at one time in one household, with no more than 2 students accommodated in the same room (unless specifically requested by the students, agents, parents or legal guardians in writing)
- To inform the Era of any changes to my household such as new or temporary residents

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## **Student Welfare**

- To show due concern for the welfare, safety and security of the student during his/her stay
- To maintain a close relationship with Era staff and be in a position to help resolve any problems that the student may encounter during his/her stay
- To respect students' cultural and religious backgrounds and be sensitive to the needs of students

## **All Under 18s**

- To undergo DBS checks for all members of our household for the age of 16 and over
- To attend welfare, child protection and safeguarding training, E Safety, organised by Era and OSCB
- To recognise the need to provide a higher level of supervision and care for under 18s
- To stay in close contact with Era regarding the progress, behaviour and welfare of students under 18
- To inform Era if students break their curfew, go missing from our care, exhibit behavioural, mental or physical health problems, engage in behaviour which is considered to be dangerous (i.e. substance/alcohol abuse)
- To inform Era if anyone other than those considered to be the main carer(s) will be taking care of the student (i.e. babysitting/child minding)
- To inform Era of regular visitors to the property such as relatives or close family friends

## **Under 16s Only**

- To consent to becoming a Private Foster Carer for student under 16 and staying for 27 nights or longer and to cooperate with the Local Authority Private Fostering Team in all respects of this agreement
- To not permit under 16s to hold keys to our property
- To offer a high level of supervision to under 16s – not leaving them unattended for long periods of time at weekends or overnight

**Our Responsibilities:** We are contracted by the parents of our students to be their Educational Guardian while their child studies here in the UK. For more detail on our responsibilities please visit [www.eraeducation.co.uk](http://www.eraeducation.co.uk) where a full explanation of our role and responsibilities can be found.

**Safeguarding:** Vitalija Abare is the DSL at Era and can be reached on 07557532717 or [info@eraeducation.co.uk](mailto:info@eraeducation.co.uk) This is a 24hr number and is answered by DSL should any Safeguarding issue arise out of hours. Online Child Protection training will be offered to you as Era Host Family and our **Safeguarding Policy, E-Safety Policy and Missing Student Policy** can be found on our website [www.eraeducation.co.uk](http://www.eraeducation.co.uk) or hard copies can be provided to you on request. The Host Family Handbook contains further detailed guidance on looking after our students and ensuring their wellbeing at all times.

**Emergency contact:** Era will be on 24-hour call if any emergencies arise whilst the Student is in your care and must be notified immediately. The 24hr number is 07557532717

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**Payment Terms:** We will pay you any charges that have been incurred on behalf of the Student in accordance with this agreement.

**Payment Rates:** We will pay you an Accommodation Charge for each week when the Student stays with you which is £250 and for any extra day £30. We will also refund any car mileage costs, as well as any extra expenses (receipts will be required), incurred on the Student's behalf. Expenses over £20 will need to be authorized by your Era.

**Student Accommodation:** When students under the age of 16 are in your care, no students over the age of 20 must be hosted in your household at the same time and you must not operate any form of bed and breakfast facility or host any other paid guests when hosting our students.

**HM Revenue & Customs:** You will indemnify Era in the event of a claim for income tax or national insurance contributions being brought against Era Oxford in respect of any payment made to you by us under the terms of this agreement.

**Loss and Damage:** We will not be responsible for compensating you for any loss or damage caused by the Student when in your care. If the Student causes material damage (other than fair wear and tear) to your property we will do what we reasonably can to recover the cost of repair or replacement from the parent, but without being obliged to take legal action, or incur expenses beyond letters or telephone calls.

**Complaints and Problems:** You must notify us at once if the Student makes a complaint against any member of your Family, other person or against the School or if you wish to make a complaint concerning the Student. A copy of our **Complaints Policy** can be found on our website at [www.eraeducation.co.uk](http://www.eraeducation.co.uk) or a hard copy can be provided to you on request.

**Notice of Termination:** Unless there are exceptional circumstances to justify short notice, both parties will give at least one month's notice before bringing this agreement to an end. Era reserves the right to withdraw the Student immediately should we reasonably consider that this is necessary to safeguard and promote the welfare of the Student, in which case payment would cease immediately. In the event the concerns prove to be unfounded, we will consider reasonable adjustments of any pay issues. Era would not terminate this agreement without good cause and would consult with the affected parties as appropriate.

**Action following Termination:** If this agreement is terminated in circumstances which give rise to concerns about the risk of harm to children (or vulnerable adults), Era Oxford will have a legal obligation under the Safeguarding Vulnerable Groups Act 2006 to provide full information to the Disclosure and Barring Service.

**Data Protection:** Subject to the General Data Protection Regulation (GDPR) which has applied from 25 May 2018, when it superseded the UK Data Protection Act 1998, you consent on behalf of yourselves and other members of the household for whom you can consent to Era Oxford Ltd. collecting, using, storing and disclosing information about you and other members of your household for the following purposes:

- Arranging a suitable Host Family for the Student;
- Providing educational guardian services to parents including welfare and pastoral services and administration;

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- Safeguarding and promoting the welfare of the student.

A copy of our **Data Protection and Privacy Policy** can be found on our website at [www.eraeducation.co.uk](http://www.eraeducation.co.uk) or a hard copy can be provided to you on request.

**Direct Dealings:** We have introduced the parents and the Student to you on the basis that all your dealings with them will be through or on behalf of Era only. If you enter into a direct contract with the Parents at any time, you will be excluded from our host family's list and the contract will be terminated.

**Indemnity:** You agree to indemnify us against any liability which we may incur in respect of a breach of a duty of care and/or breach of contract caused by (or contributed to) anything which you (or any member of the Host Family) does or fails to do in the performance of this agreement.

**We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any part of the services you have paid for but not received.

**Third Party Rights:** Only Era and the Host Family are parties to this agreement. Neither the Student nor the parents nor any third party is a party to it.

**Legal contract:** A legally binding contract will be formed once a person duly authorised by Era has signed and dated this agreement, which has previously been signed by the Host Family.

**Governing Law:** This contract is governed by and construed in accordance with the law of England and Wales.

**Declaration:** I declare that I have no criminal record or court case pending against me and that there is no reason why I should not be considered a person suitable to work with children. I am not on the list of individuals barred from working with children or otherwise disqualified to work with children, administered by the Disclosure and Barring Service (DBS) or subject to sanctions imposed by any regulatory body.

I will allow a representative of Era Oxford to inspect the suitability of the accommodation at least once a year, if required. We also ask our Host Families to co-operate with any inspection that we are subject to by AEGIS or any other statutory body and that as part of this inspection process, a meeting with the host family and access to their accommodation at a pre-arranged time may be necessary.

I understand that this position is exempt from the Rehabilitation of Offenders Act 1974 and therefore all convictions, cautions, written warnings, bind overs, including those regarded as 'spent', must be declared.

I understand that all references given must have known me for a minimum of two years in the past five years and will be followed up and that Era will request an Enhanced Disclosure from the Disclosure and Barring Service, including a check of the barred lists. .

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## Main Carer

Signed:		Date:	
Print name:			

## Secondary Carer (where applicable)

Signed:		Date:	
Print name:			

## Era Oxford Director

Signed:		Date:	
Print name:	Vitalija Abare		