

## ELA Student Homestay Terms and Conditions 2022

1. **Authority to Act**
  - 1.1 The Student authorises English Language Academy, a division of Auckland UniServices Limited, a New Zealand Company (**ELA**), to act as their agent to arrange and administer their homestay accommodation (including with other homestay providers) with effect from the date the Accommodation Application is signed by the student.
  - 1.2 ELA arranges homestay accommodation for students enrolled or enrolling in ELA, and the Student agrees that once their enrolment at ELA ends, they must make arrangements with ELA to move out of their homestay accommodation. The Student agrees not to negotiate privately with their homestay family to extend their homestay after their enrolment at ELA ends.
  - 1.3 The Student acknowledges that homestay accommodation is subject to availability and the Student's compliance with these ELA Student Homestay Terms and Conditions.
  - 1.4 ELA has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students (**Code**) published by the Ministry of Education. Copies of the Code are available on request from ELA or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz>.
2. **Provisions**
  - 2.1 The homestay accommodation will include:
    - (a) A private bedroom.
    - (b) A comfortable bed, with extra bedding if required.
    - (c) A desk, chair, and adequate lighting for study.
    - (d) A chest of drawers or wardrobe for storing clothing and personal items.
    - (e) A key to the house.
    - (f) Meals: Monday to Friday: two (2) meals per day (breakfast and dinner); Saturday, Sunday: three (3) meals per day (breakfast, lunch, and dinner).
    - (g) Reasonable internet usage, electricity, reasonable water usage, and facilities for washing and drying clothes.
  - 2.2 The homestay accommodation does not include any personal expenses incurred by the Student during their stay at with the homestay family, including (but not limited to) international/mobile calls, internet usage (in excess of the homestay family guidelines), loss of house key, or deliberate damage to homestay family property for which the Student is directly responsible to the homestay family. The student will not provide accommodation to the students' family members, relative or friends.
3. **Payments**
  - 3.1 The homestay accommodation fee is as stated on the Dates and Fees available on ELA website. Part weeks are counted as full weeks.
  - 3.2 ELA will issue the Student with an invoice for the accommodation placement fee, accommodation fees, and airport transfers (if selected by the Student) once ELA has received and processed the Accommodation Application. The Student must pay the invoice directly to ELA at least two (2) weeks prior to their arrival date (as specified in the Accommodation Application) (Arrival Date) in accordance with clause 3.5.
  - 3.3 The homestay accommodation fee covers the provisions listed in clause 2.1 only. The Homestay family will not charge the Student extra money for the use of these items.
  - 3.4 If the Student arranges with ELA to extend their stay with their homestay family, the Student must pay ELA the full amount due for the additional period two (2) weeks in advance.
  - 3.5 The Student can pay ELA by EFTPOS, Credit Card at ELA's enrolment and homestay office, or by electronic bank transfer/deposit as set out in the invoice issued to the Student pursuant to clause 3.2.
  - 3.6 The Student shall not make any direct payments to their homestay family or negotiate the homestay accommodation fee with their homestay family.
4. **Settlement Period**
  - 4.1 The Student can request to move to a new homestay family immediately (without adhering to the minimum two [2] week notice period) if serious issues are identified with the homestay within the first seven (7) days.
  - 4.2 Serious issues include (without limitation) issues of health and well-being arising from a student's accommodation, but do not include the homestay distance from ELA, issues that can be resolved through discussion, or requests based on wanting a change of environment.
  - 4.3 If the students' booking is cancelled by the Homestay family, ELA will look for a new family with no extra cost.
- 4.4 **Changing Homestays**
  - 4.5 The Student can make a request to ELA to move to a new homestay family by providing a minimum of two (2) weeks' notice in advance. ELA will endeavour to find a new homestay, subject to availability and the student paying ELA a Change Fee as stated on the Dates and Fees on ELA website.
  - 4.6 If the Student does not provide a minimum of two (2) weeks' notice to ELA in accordance with clause 4.5 above, then

Student will forfeit one (1) week's homestay accommodation fees if ELA is unable to find a new Homestay for the Student (except in the case of Serious Issues – see clause 4.2).

## 5. Cancellations and refunds

5.1 A refund of the unused portion of the accommodation fees paid by the Student less:

- the non-refundable Placement Fee,
- a \$20 international bank transfer fee (if applicable)

Will be reimbursed to the student in the following circumstances:

- (a) In the event of serious illness or disability of the Student, the death of the Student or the student's close family member (parent, legal guardian, sibling, child) or political, civil or natural event that prevents the arrival of the Student;
- (b) If ELA declines the student's enrolment in a Study Programme (as defined in ELA's terms and conditions of enrolment);
- (c) ELA ceasing to provide a course in the student's Study Programme (as defined in ELA's terms and conditions of enrolment);
- (d) ELA ceasing to be a Signatory to the Code of Practice for the Pastoral Care of International Students or a Provider (within the meaning of the Code).

5.2 Subject to clause 5.1, once the Student has commenced, the minimum non-refundable period is 4 weeks, or less than 4 weeks in the case of shorter bookings.

5.3 If the Student cancels their Homestay no later than 48 hours before their stated arrival time in the Accommodation Application (**Arrival Time**), the Student will receive a refund of all Homestay Fees paid to ELA less:

- (a) The non-refundable Placement Fee;
- (b) a \$20 international bank transfer fee (if applicable); and
- (c) One (1) week's homestay accommodation fees.

5.4 Subject to clause 5.1, if the Student cancels their Homestay less than 48 hours before their Arrival Time, the Student will receive a refund of all Homestay fees paid to ELA less:

- (a) The Placement Fee;
- (b) a \$20 international bank transfer fee (if applicable); and
- (c) 4 weeks' Homestay Fee, subject to clause 5.5.

## 6. Extensions to stay at Homestay

6.1 Students may apply to ELA to extend their Homestay for a minimum period of four (4) weeks. If ELA is able to arrange an extension with the Student's Homestay family the Student will pay ELA the full amount due for the extra period two (2) weeks before the additional period begins. Student must pay ELA in accordance with clause 3.5.

## 7. Expectations

7.1 While the Student is living with their homestay family the Student will (in addition to their other obligations): adhere to all guidelines in the The ELA Homestay Guidelines for Students on the ELA Website. These guidelines are also available from ELA on request

## 8. Behaviour and compliance with laws

8.1 The Student must abide by these ELA Student Homestay Terms and Conditions, ELA policies, ELA's Code of Conduct, guidelines provided for homestay students, and other advice given by ELA's School Administrator from time to time.

8.2 The Student must take responsibility for be aware of and obeying New Zealand laws of New Zealand. The Student agrees that they will not abuse alcohol, be in the possession of or use illegal drugs, or commit a criminal offence.

8.3 The student acknowledges that failure to meet appropriate behavioural standards and expectations while living with their homestay family may result in the homestay family advising ELA that they are no longer willing to host the Student.

## 9. Issues with Homestays

9.1 The Student agrees to advise ELA's School Administrator immediately if they have any issues or concerns for their health or welfare in the homestay home.

9.2 The Student must immediately notify ELA's School Administrator if the Student needs to change their homestay for any reason. The Student understands that at least two (2) weeks' notice should be given to ELA and the Homestay family, unless there are *Serious Issues* (see clause 4.2).

9.3 ELA's School Administrator is able to be the mediator in any disagreement between the Student and the homestay family, where required by the Student or homestay family.

## 10. Personal Information of Students

10.1 The Student agrees that in the interests of their personal welfare, the homestay family may communicate their Personal Information (as defined in the Privacy Act 2020), relating to their health, safety, and wellbeing to ELA.

10.2 The Student agrees that their Personal Information on the Accommodation

Application and collected by ELA from time to time may be provided by ELA staff to homestay families in order to arrange suitable homestay accommodation and may be used by any staff of ELA for purposes of monitoring the Student's health, safety and wellbeing, providing the Student support and welfare services and for support and welfare of Students in urgent situations. The Student has the right to request to access and/or correct their Personal Information held by ELA.

- 10.3 The Student consents to the disclosure of any Personal Information held by ELA to the student's agent, homestay family, homestay agency, parents or legal guardians and emergency contacts, and relevant authorities for the purposes set out in clauses 10.1 and 10.2.

#### **11. Insurance**

- 11.1 The Student must have medical and travel insurance that is either approved or arranged by ELA.
- 11.2 The Student agrees that ELA and/or the homestay family cannot be held legally responsible for any sickness, injury, damage or loss to the Student or the Student's personal belongings while the Student is in New Zealand.

ELA is not responsible for any personal expenses incurred during the Homestay, including international/mobile calls, internet usage, loss of house key, or deliberate damage to Homestay family property.

- 11.3 The Student is responsible for any deliberate damages cause to the homestay home or their homestay family's property to their homestay family.

#### **12. Limitation of Liability**

- 12.1 ELA shall not be liable to the Student in any circumstances for any consequential loss, indirect loss, loss of income, profits, or loss or damage to persons or property relating to homestay accommodation organised through ELA. In the event the liability cannot be excluded, the maximum liability of ELA to the Student shall be limited to the return of the fees paid to ELA for that accommodation.
- 12.2 To the extent permitted by law, the liability to the Student of ELA whether under contract, tort (including negligence), breach of statutory duty or other actionable wrong of any kind relating to homestay accommodation organised through ELA shall be limited to return of the fees paid to ELA for that accommodation.
- 12.3 To the extent permitted by law, the University of Auckland shall not be liable to the Student for any loss or damage whatsoever and howsoever caused arising directly or indirectly out of homestay accommodation organised through ELA. This exclusion of liability applies to liability in contract, negligence (or any other tort), statute or any other source or principle of legal liability. This clause is enforceable by the University of Auckland in terms of the Contracts (Privacy) Act 1982.

#### **13. Governing Law and Jurisdiction**

- 13.1 These ELA Student Homestay Terms and Conditions are governed by the laws of New Zealand and the Student and ELA agree to submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these Student Homestay Terms and Conditions.

#### **14. Language**

- 14.1 These Student Homestay Terms and Conditions are intended to be read in the English language. Where these ELA Student Homestay Terms and Conditions have been translated into another language this is for information purposes only and the English language version will prevail in the event of any inconsistency.