



Designated Caregiver Agreement and Indemnity Waiver Form

*This form consists **of two sections**. Section 1a and 1b must be completed by the prospective designated caregiver. Section 2a must be completed by parents. Section 2b must be completed by BOTH parents and caregivers. **BOTH** parents and caregivers should **READ ALL** the sections.*

Section 1a – Application to be a designated caregiver (To be completed by Designated Caregiver/s)

Primary Caregiver Full Name Last Name: First Name: Also known as: Address:	Secondary Caregiver Full Name Last Name: First Name: Also known as:
Phone Numbers Home: Mobile: Work No:	Home: Mobile: Work No:
Email address:	Email address:
Occupation:	Occupation:
Employer:	Employer:

Name of student under my care:	
Relationship with Student's family:	

Total number of occupants living in the house (including tenants):			
Name	DOB	M/F	Relationship with Caregivers

Emergency Contact Outside your Family

Name:	
Telephone No:	
Relationship:	

Section 1b - Agreements and Code of Practice Clause 76 & 77

To be read by both parents and designated caregivers and signed by designated caregivers. (a signed copy of this agreement will be sent to the designated caregivers)

Macleans College, as signatory to The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the regulatory code for all schools enrolling international students) is responsible for the health and safety and pastoral care of our students.

The Designated Caregiver (DCG) is subject to Macleans College approval and is responsible for the care of the student in their custody.

When you are a designated caregiver (DCG), Macleans College will be required to do the following:

1. Police Vetting

The caregiver and every occupants 18 years old and above in the home will need to be police vetted. The Police Vetting form is available at Macleans College International Office. The applicant is to bring two Evidence of Identities (please see the list as below) with her/him to complete the form by herself/himself during office hours 8:00 to 15:30 Monday to Friday. In order to confirm the identity of the applicant, **two forms of ID** must be sighted, one primary and one secondary, one of which must be photographic.

Primary IDs include:

- Passport (NZ or Overseas)
- NZ Full Birth Certificate (issued on or after 1981)
- NZ Refugee Travel Document
- NZ Certificate of Identity
- NZ Firearms Licence
- NZ Citizenship Certificate
- NZ Emergency Travel Document

Secondary IDs include:

- NZ Driver Licence
- NZ Full Birth Certificate (issued before 1998)
- Super Gold Card
- NZ Student Photo Identification Card
- NZ issued utility bill (issued not more than six months earlier)
- NZ Electoral Roll Record
- Steps to Freedom Form
- 18+ card
- Community Services card
- NZ Employee Photo Identification Card
- Inland Revenue number
- NZ Teachers Registration certificate
- International Driving Permit

Current identity documents are preferred, but documents that have expired within the past five years may be accepted.

Evidence of a name change if the two identity documents have different names (e.g. a birth certificate contains the applicant's maiden name and a driver licence contains their married name) evidence of a name change must be sighted such as a marriage certificate or statutory declaration.

2. Inspect and assess the designated caregiver's (DCG's) residence

- Check to ensure the accommodation is safe, in acceptable condition, and meets all regulatory and legislative requirements.
- Check that an appropriate safety check has been completed for the Designated Caregiver.
- Check to determine that the home is not a boarding establishment.
- Maintain effective communication with our student and student parents or the student's legal guardian when accommodation issues arise.
- Monitor and review the quality of residential care.

3. DCG MUST INFORM Macleans College immediately if there is a change to yours and/or your students' homestay arrangement:

- you are not physically present and be able to care for our student due to a change in circumstance. Your student(s), regardless of age, is not allowed to stay in your home without an approved adult.
- there is a change of contact details or home address
- there are new members moving in to the house
- student is intending to move out or to return to their home country If your student is planning to move out or to return to their hometown.
- If your student is planning to move out, travel outside Auckland or to return to their home country and you have not received prior notification from school, you have to inform school immediately. You are not to rely on student informing school.

4. DCG Arrangement:

- Financial arrangement for care of student is to be managed directly between the caregiver and student's family
- Caregiver to communicate directly with students parent/s when accommodation issues arise.

AGREEMENT between the Parent/s, the Designated Caregiver and the School (the Agreement)

1. The Parents agree that the Designated Caregiver will provide residential care for the Student while enrolled as an international student at the School.
2. The School has provided, and the Designated Caregiver has read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice Amendment 2021 relevant to residential caregivers and the Information for Designated Caregivers for Hosting International Students and agrees to act as Designated Caregiver to the Student in accordance with these requirements. (See reference below Code of Practice Outcome 18, (Clause 76) and also online <https://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/Code-of-Practice-Amendments-2019.pdf>).
3. The School agrees that all information regarding the Designated Caregiver relating to the Agreement will be kept confidential, except disclosure to the Student or their parents or their legal guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or pursuant to any statutory or other legal duty.
4. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
5. The Designated Caregiver agrees that approval will be provided only after appropriate safety and other checks have been completed by the School in accordance with the Code and school policies.
6. Failure by the Designated Caregiver to provide the residential care required by the School and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
7. In the event the school withdraws its approval of the Designated Caregiver, 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.
8. 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 and this may include, without limitation, regular visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.
9. The Designated Caregiver will provide the School with no less than fourteen days (14) days prior notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults over eighteen (18) years of age living at the Residence.
10. The Parents agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver.
11. The Student will treat the accommodation provided by the Designated Caregiver with due care and respect and the Student is responsible 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.
12. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
13. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission.

Code of Practice—Clause 76 & 77 (For Parent's & Caregiver's Reference)

76. Process 4: Accommodation

1. In relation to an international student under 18 years who is in the care of a residential caregiver, the signatory must—
 - a. ensure that the student's accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and
 - b. ensure that the safety check referred to in clause 77 (1) is completed and is up to date; and
 - c. ensure that an appropriate check is completed and is up to date for each person who is 18 years or over and who resides at the residential caregiver's accommodation, for the purpose of ensuring the safety of the student; and
 - d. have a written agreement with the residential caregiver that specifies the role and responsibilities of each party in relation to the care of the student; and
 - e. maintain effective communication with the student and the student's parent or legal guardian when accommodation issues arise, and must take responsibility for addressing those issues, including reporting them to relevant authorities and moving students to appropriate accommodation; and
 - f. conduct sufficient student interviews and home visits to monitor and review the quality of residential care, taking into consideration the age of the student, the length of the stay, and other relevant factors; and
 - g. if the student's residential caregiver is a designated caregiver ensure that the parent or legal guardian of the student has provided written agreement that the designated caregiver will be subject to the signatory's approval and that the signatory is not responsible for the student's day-to-day care when the student is in the custody of the designated caregiver; and
 - h. if the student's residential caregiver is a supervisor described in clause 26A(2), ensure that the parent or legal guardian of the student has provided written agreement that the signatory is not responsible for the student's day-to-day care when the student is in the custody of that supervisor; and
 - i. ensure that there is appropriate separation of international students from others of different ages in the accommodation; and

j. ensure that the student is appropriately supervised in the accommodation.

2. For the purposes of subclause 76(1 c) a person who is 18 years or over and who resides at the residential caregiver's accommodation includes a person of that age who—

a. temporarily resides at that accommodation; or

b. is or will be residing at that accommodation for 1 or more periods in any month (whether or not for valuable consideration), each period of which is 5 or more consecutive nights.

3. In relation to an international student 18 years or over who lives in accommodation provided or arranged by a signatory, the signatory must—

a. ensure that the student's accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and
b. maintain effective communication with the student when accommodation issues arise, and must take responsibility for addressing those issues, including reporting them to relevant authorities.

4. In relation to an international student 18 years or over who arranges accommodation for themselves, the signatory must ensure that the student is directed to relevant advice and information that will enable the student to understand their rights and obligations as a tenant in New Zealand.

5. To avoid doubt, if the residential caregiver is a supervisor described in clause 26A(2) or a designated caregiver, the signatory must meet the requirements of this clause and ensure the safety, health, and well-being of the student.

6. In this clause, accommodation issues includes issues of health and well-being arising from a student's accommodation or connected with it.

77. Process 6: safety checks and appropriate checks

1. The safety check for the residential caregiver referred to in clause 76(1)(b)—

a. must include—

i. a confirmation of identity; and

ii. a reference check that includes contacting at least 1 of the following persons or bodies for the purpose of obtaining information that the signatory considers relevant to a risk assessment:

a. the residential caregiver's current or previous employer, professional body, or registration authority;

b. the licensing authority that is relevant to the residential caregiver's business or professional activities;

c. a person who is not related to the residential caregiver; and

iii. a police vet, to obtain information that is relevant to a risk assessment; and

iv. an interview with the residential caregiver, to obtain information that the signatory considers relevant to a risk assessment; and

v. a risk assessment that takes into account all of the information that was obtained under paragraph (a) (i) to (iv)

to determine whether the residential caregiver poses a risk to the safety of the student; and

b. is up to date if it is completed within 3 years after the date of the latest safety check.

2. Subclause (1)(a)(ii) to (v) does not apply to a residential caregiver who—

a. is a supervisor referred to in paragraph (e) of the definition of residential caregiver in clause 5(1) and

b. is not a resident of New Zealand; and

c. is travelling with, and accompanying, the international student for the purpose of supervising them during the student's educational instruction.

3. An appropriate check referred to in clause 26(1)(ba) is up to date if it is completed within 3 years after the date of the latest check.

ACCEPTANCE OF TERMS BY DESIGNATED CAREGIVER

I, _____ (full legal name of designated caregiver) accept the terms and conditions as stated above and agree to be abided by them while being the designated caregiver of _____ (full legal name of student).

Signature: _____

Date: _____

Section 2a - INDEMNITY AND WAIVER AGREEMENT BETWEEN DESIGNATED CAREGIVER, PARENTS & SCHOOL
(To be completed by Parent/s)

Student's Full Legal Name:	
Parent Name:	
Designated Caregiver Name: (Relative or Close Family Friend)	
Designated Caregiver Address:	
Designated Caregiver Email:	
Designated Caregiver Mobile Number:	

Section 2b -SIGNING (To be signed by Parent/s, Designated Caregiver and the School)

By signing this agreement the Student, the Parent/s and the Designated Caregiver declare that the Designated Caregiver is 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: _____ Date: _____

Name: _____ Signature: _____ Date: _____

DESIGNATED CAREGIVER:

By signing below, the Designated Caregiver confirms they have 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: _____