

Au Pair en Route – Terms and Conditions (Jan 2017)

1. Terms of Contract

These Terms & Conditions represent a legally binding contract between the Host Family ("**the Client**") and Au Pair en Route ("**the Agency**"). The Au Pair and Au Pair Plus will be referred to as "**the Applicant**".

By completing a registration form, the Client accepts and agrees to be bound by these Terms and Conditions.

The Agency acts as an intermediary only and is not the Applicant's employer.

2. Selecting the Right Applicant

The Agency recruits its Applicants directly in France (and other French-speaking EU countries) and carries out a series of checks. These include collecting and checking: ■ 2 references and 1 reference of character; ■ photocopies of ID documents and driving licence (if applicable); ■ a criminal record; ■ a medical report; ■ a completed application form. Copies of all these documents can be passed to the Client on request.

The Agency also interviews the Applicant to ensure their suitability for the position. Only fully-vetted Applicants will be presented to the Client.

The Agency selects one or two Applicants and passes on details to the Client who then decides which Applicant to interview. Interviews can be arranged by phone or via Skype. It is the Client's responsibility to ask all appropriate questions during the interview and to carry out any supplementary checks such as verifying details, documentation and references personally prior to confirming the placement should they feel it necessary.

The Client must ensure they are 100% happy with the Applicant before offering them to join their family.

Whilst the Agency takes all reasonable care to ensure the suitability of its Applicants, we cannot offer any guarantee as to the Applicant's honesty, character or capability, and cannot be held responsible for any inconvenience, loss of or damage to property, or any personal injury or death arising directly or indirectly from any act or omission of any Applicant introduced by our Agency.

If the Client requires a driver, they will need to ensure they carry a valid driving licence with them. It is also the Client's responsibility to give the Applicant sufficient practice and arrange professional lessons if required. The Applicant must be fully insured whilst driving the Client's car and in case of damage/accident, the Applicant cannot be liable for any of the costs incurred.

3. Family's commitments

The Client agrees to respect the following obligations:

- To ensure the Applicant is not considered as an employee or a paid worker; welcome the Applicant into your family, treat him/her as part of the family and help him/her learn about English culture;
- To provide the Applicant with full board and lodging free of charge (a private room should be made available);
- To offer the opportunity to attend a local language college;
- To register the Applicant with the Client's doctor;
- To inform the Applicant of his/her duties, free time and pocket money in a welcome letter or email;
- To only ask the Applicant to do light housework (up to 10 hours a week);

- To always pay the Applicant the agreed amount and on time, even if the Applicant has not had to work for as many hours as required because of parents being on holiday, children being looked after by someone else or for any other reason that is out of the Applicant's control;
- To give the Applicant 2 days off a week (usually weekends, and if not, Applicants should be given one weekend off per month);
- To give the Applicant 28 days' paid holiday a year (pro rata and including bank holidays) for contract longer than 6 months. The Applicant who stays between 3 and 6 months will have at least 1 full week's paid holiday and all bank holidays off;
- To offer the Applicant support to settle into his/her new way of life and to carry out his/her duties;
- To have a little patience and understanding. For most Applicants, it will be their first time living away from family and friends. They may feel homesick, but with your support, they will cope well and enjoy the prospect of living abroad;
- Give 2 weeks' notice in case of termination and continue to pay the Applicant as normal during this period.

4. Payment and Refund Policy

Registration is free. The placement fees, payable once an Applicant has been deemed suitable by the Client, are as followed:

- Summer placements or placements no longer than 3 months: £200
- 3 to 6 months placements: £375
- 6 to 8 months placements: £420
- 9+ months placements: £490

Our fees are not subject to VAT.

The Client will receive an invoice once an agreement with the Applicant has been confirmed. Fees are to be paid to the Agency in full within 7 working days following receipt. Payments can be made via PayPal or by direct transfer.

The Agency reserves the right to charge interest on unpaid invoices in accordance with the provisions of The Late Payment of Commercial Debts (Interest) Act 1998 and any subsequent amendments.

Partial refund can be offered under certain conditions (see section about *Replacement Policy*).

The partial refund will not be given if the Client:

- rejects the proposal of a suitable candidate as per the replacement policy
- makes alternative arrangements via another source and doesn't require a replacement
- changes their original criteria and the Agency is consequently unable to find a replacement
- no longer wishes to hire an au pair, regardless of the reason
- has, in the Agency's judgement, not respected their obligations resulting in serious misconduct or breach of contract

5. Replacement Policy

The Agency will provide a free replacement if one of the following problems arises during the 6 week guarantee* period (*2 weeks for placements no longer than 3 months):

- The Applicant cancels their arrival after the fee has been paid
- The Applicant gives notice to leave during the guarantee period
- The Applicant proves to be unsuitable within 6 weeks of arrival

The Client will need to notify the Agency in writing as soon as possible so as to ensure all necessary measures are put in place.

In the unlikely event that the Agency fails to find its Client a suitable replacement within 4 weeks, the fees will be partially refunded as follows:

- notice given within the first 2 weeks of the au pair's arrival: 75% refund
- notice given within 2-4 weeks of the au pair's arrival: 50% refund
- notice given within 4-6 weeks of the au pair's arrival: 25% refund

Any replacement requested outside the guarantee period will be subject to a new placement fee. The Client cannot get a free replacement if they have paid their placement fee late or they have not respected the family's commitments guidelines.

The Agency reserves the right to make a decision in each individual case as to whether or not the Applicant has been subjected to unreasonable conditions and therefore whether or not the Client will be entitled to a replacement or a partial refund.

6. Conditions of Termination

Notice period for the Client and the Applicant is 14 days. In the case of serious misconduct by the Client or Applicant, the placement can be terminated with immediate effect.

The Client must notify the Agency prior to giving notice in order to explore any means of reconciliation.

In the event of serious misconduct on the part of the Applicant, the Client should provide accommodation until the Applicant returns home. Neither the Client nor the Agency is responsible for paying the Applicant's return journey home. The Agency will not look for another family for the Applicant.

In the event of such misconduct on the part of the Client, the Applicant may want to terminate his/her contract with immediate effect. In such circumstances, the Client must pay for the Applicant's journey back home or offer to pay for reasonable accommodation for 2 weeks following termination of contract so they can be placed in another family if they wish to do so.

7. Notification of Changes

All fees stated are subject to change without notice at any time.

We reserve the right to modify these Terms & Conditions at any time. Any changes made to this document will be notified and available to read on our website.

8. Privacy Statement

All information provided by the Client to the Agency is confidential and is held in accordance with the Data Protection Act 1998.

The Client agrees that the Agency may add a few details regarding the vacancy to the Agency website and social networking sites (location, age/gender of children, work conditions) – no name or contact details will appear.