

## **TERMS & CONDITIONS OF BUSINESS –1<sup>st</sup> May 2017**

### **INTRODUCTION FEES:**

Au Pairs & Au Pair Plus	
Under 3 Months	£200.00
3 – 8 months	£380.00
9 – 12 months plus	£485.00
<b>SUMMER FEES:</b> 2/3 Months	£160.00 (No Refunds)
<b>COUPLES</b>	£650.00

All above fees are subject to a minimum charge of £100.00

### **MOTHER'S HELP/CARERS/HOUSEKEEPERS (Full time)** £595.00

<b>Live in or Live Out</b>	
PART TIME	£400.00
TEMPORARY	£325.00

All above fees are subject to a minimum charge of £140.00

These are our Current Terms & Conditions of Business (1<sup>st</sup> May 2017) and supersede any previous Terms & Conditions of Business. (The term Au Pair in these Terms & Conditions of Business applies to Au Pairs, Au Pairs Plus, Mother's Help/Careers/Housekeepers). Acceptance of an Au Pair is acceptance of our Terms & Conditions of Business.

**PAYMENT OF FEES:** All fees must be paid prior to an invitation letter being submitted to a prospective Au Pair. The Agency will reserve an Au Pair for you for 2 days to allow time to receive your letter of invitation and Agency fee. This can be sent by email. Kindly note that we can accept payment by DEBIT CARDS, and BACS.

**CANCELLATION:** If a family cancels their invitation after acceptance by an Au Pair, a refund of 50% will be paid, however if the Au Pair is due to arrive in under 10 working days, the 50% refund, will be subject to the cost of any alternative travel arrangements the Au Pair has to make, accommodation costs where applicable and telephone calls, etc. If an Au Pair cancels after accepting the family's invitation, an immediate replacement will be offered free of charge. If there is no suitable Au Pair the fee will be refunded less £20.00 administration charge. This does not apply to Summer Fees (see above) where there are no refunds.

**REFUNDS & REPLACEMENTS:** If the Au Pair leaves within 8 weeks of arrival a replacement Au Pair will be offered free of charge. Only One free replacement is allowed per Agency fee paid after which it will be a new transaction. If no suitable Au Pair is available a refund will be given as follows:

A refund of half of the Agency fee paid if the Au Pair has been with the family for 4 weeks or under.

A refund of a quarter of the Agency fee paid if the Au Pair has been with the family for between 4 – 8 weeks.

All refunds are less our minimum charge of £100.00 or £140 (see above), but subject to the notice provisions below. However the Agency must be given a minimum of 14 days to offer a family a suitable alternative. If a family does not wait 14 days, then a refund of half the Agency fee will be given. We cannot guarantee a replacement with an Au Pair who is already in the country or with the same nationality of their previous Au Pair. If a family decides not to have another Au Pair from our Agency within the 4 week period, then a refund is due less 50% of the Agency fee paid. If a family decides not to have another Au Pair from our Agency within the 4 – 8 weeks period then a refund of 25% of the agency fee paid is due. The Agency may at its absolute discretion refund up to 50% of the Agency Fee paid but subject to the notice provisions below. Surcharges are non-refundable. THERE IS NO REFUND OR FREE REPLACEMENT AFTER 8 WEEKS. However all the above is at the discretion of the Agency.

**ALL REQUESTS FOR REFUNDS MUST BE MADE IN WRITING WITHIN 14 DAYS OF THE AU PAIRS OR REPLACEMENT AU PAIRS LEAVING THE HOST FAMILY.** All Au Pairs should be given 14 days notice. No refund or replacement will be given if the Host Family ask the Au Pair to leave without 14 days notice being given. However any serious misconduct (this is at the absolute discretion of the Agency) on the part of the Au Pair allows the Host Family to terminate her employment immediately, however an Au Pair must be helped to find somewhere to stay by the Host Family in these circumstances. There can be no justification in making an Au Pair homeless by making the Au Pair leave the family home immediately. A Host Family will be liable for any costs incurred by the Au Pair or Agency for accommodation/travel until a suitable alternative arrangement can be made. The Au Pair must always be given enough notice to find alternative accommodation.

IF THERE ARE ANY ALLEGATIONS OF THE COMMISSION OF A CRIMINAL OFFENCE BY EITHER THE HOST FAMILY OR THE AU PAIR THEN WE INSIST THAT THE POLICE AND OURSELVES BE NOTIFIED IMMEDIATELY

All Host Families are requested to speak to a new Au Pair before engaging the Au Pair, therefore requesting an Au Pair to leave immediately after their arrival because of their level of English is not an acceptable reason for asking an Au Pair to leave.

The Agency reserves the right to refuse to supply a family with an Au Pair if they fail to pay the pre-agreed amount of pocket money weekly; fail to provide a separate room and reasonable standard of accommodation; physically, sexually or verbally abuse or harass an Au Pair.

The Agency cannot be held responsible if an Au Pair decides to terminate/cancel their stay due to Acts of War, or Acts of Terrorism, Natural Disasters, or International Pandemics. In such cases no refunds or replacements can be offered irrespective of how long the Au Pair has been with the family, or failed to arrive. The Agency cannot be held responsible if an Au Pair leaves before her original planned length of stay.

In no circumstances must an Au Pair be asked for money in lieu of fees paid to the Agency. Au Pairs must be paid weekly in cash. They rely on this money, and therefore it should not be held over or withheld for any reason whatsoever. Our Association recommend Au Pairs be allowed 1.66 days holiday per month pro-rata plus Bank Holidays. If a family goes on holiday, the Au Pair should continue to be paid as normal.

In the event of serious misconduct or false information being given by the Host Family, the Au Pair may terminate her employment immediately and no refund or replacement will be due from the Agency.

***If an Au Pair is already in the United Kingdom, the fees are due on presentation of the Invoice from the Agency. A reminder will be sent after 7 days. You are advised that it is the policy of The Agency to commence Court proceedings within 14 days if payment is not received, in which case all Court costs will automatically be added to the final cost. The Agency will remove an Au Pair from a Host Family if the fee has not been paid in full.***

**AU PAIRS ARE NOT ALLOWED TO HAVE SOLE CHARGE OF BABIES (under 2). IF A FAMILY ASKS AN AU PAIR TO HAVE SOLE CHARGE OF A BABY, THE AGENCY WILL BE ENTITLED TO REMOVE THE AU PAIR FROM THE FAMILY, AND NO REFUND WHATSOEVER WILL BE GIVEN. THE AGENCY CANNOT BE HELD RESPONSIBLE IN ANY WAY IF A CHILD IS LEFT WITH AN AU PAIR ON A SOLE CHARGE BASIS.**

Details of prospective Au Pairs are sent to you in confidence. If you pass this information to another family resulting in an engagement, you will be responsible for the agency fee, and an invoice will be issued to you for immediate payment. If an Au Pair introduced to you through The Agency is subsequently engaged by you, you will be responsible for the Agency fee and an invoice will be issued to you for immediate payment.

No variation or alteration of these Terms & Conditions of Business shall be valid unless approved in writing by a Director of the Agency. Acceptance of an Au Pair from our Agency is acceptance of these Terms & Conditions of Business. At no point does The Agency directly or indirectly employ the Au Pair.

Whilst the Agency take every care to ensure that Au Pairs are suitable for Host Families requirements, they cannot be held responsible for any liability of costs, damage to property or persons, or gross misconduct in any way, or the accuracy of details provided by Au Pairs. The Agency is not responsible for telephone calls made by an Au Pair in the Host family's home. We would point out that while we and our agents take every precaution when choosing an Au Pair for your home, we would suggest that references/medical certificates are checked personally by the family.

If an Au Pair is required to drive in a family, it is up to the family to provide adequate car insurance & driving lessons (if necessary) at the expense of the Host Family. It is the family's responsibility to make sure any car used by the Au Pair is road-worthy and has an up-to-date MOT. The Au Pair is not liable for any costs if involved in an accident regardless of their liability. This includes any excess the policy may have. The Agency suggests that an up to date copy of the Highway Code is provided for an Au Pair. NO AU PAIR SHOULD BE EXPECTED TO DRIVE WITHIN ONE WEEK OF ARRIVAL IN THE UK. They have to be given time to get used to everything being on the opposite side of the road! The Agency cannot be held responsible for any accident in the car involving the Au Pair.

All arrival dates are approximate and the Agency cannot be held responsible for an Au Pair failing to arrive on the date given, resulting in loss of business, employment, etc. All documents remain the property of The Agency. Families engaging a Mother's Help/Nanny are responsible for Tax/N.I. etc. We must point out that family's are responsible for Employers' Liability and Public Liability for their Au Pair and any queries relating to this should be directed to their Insurance Company or Brokers. Please refer to attached Guidelines with regard to Pocket Money/Wage, etc.

These Terms are governed by the Laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.