

## Prime Au Pairs Terms & Conditions



Terms and conditions between Prime Au Pairs Au Pair Agency and the Host Family are set below. The term Host Family is used in reference to the person who has submitted the agreement as part of the online Host Family Registration Form. Prime Au Pairs cannot accept any instruction, verbally or in writing, unless and until the Host Family submits the you online registration form, hence accepting the below Terms and Conditions.

### 1. Prime Au Pairs' role

Prime Au Pairs acts as an agent for the purpose of effecting introductions between the Host Family and the candidate. At no point is the candidate either directly or indirectly employed by Prime Au Pairs. The fees payable by the Host Family to Prime Au Pairs are for introduction only.

Upon finding a suitable candidate, Prime Au Pairs will provide the Host Family with the introductory notes. Should the Host Family be interested in engaging with the candidate and equally – the candidate is interested in the Host Family's offer, Prime Au Pairs will provide details of selected candidates including (but not limited to) application forms, criminal record checks, medical reports and references. While it is Prime Au Pairs' role to ensure the candidate is thoroughly vetted and carefully selected through application and interview processes and that care is taken to confirm the validity of the paperwork provided by the candidate and his/her suitability for the Au Pair role with the Host Family, Prime Au Pairs cannot be held responsible for any inaccuracies within such paperwork and the Host Family is ultimately responsible for satisfying themselves with the suitability of the candidate and that the paperwork is sufficient and accurate.

The Host Family accepts that they alone are ultimately responsible for determining whether an Applicant is suitable for the role of Au Pair for them from their own selection. Prime Au Pairs cannot be liable under any circumstances for any loss including damage, expense, injury or inconvenience suffered by the family in offering or providing employment to the applicant.

Host Family is required to provide a feedback on each candidate introduced to them. If the Host Family fails to contact Prime Au Pairs within 5 working days of receiving Candidate's details or does not provide a reason for rejecting an Applicant's candidature, Prime Au Pairs will cancel the search for a candidate. Prime Au Pairs also reserves the right to cancel a search for candidates at any point, without further notice

### 2. Host Family's role

By submitting the registration form, the Host Family warrants to agree to and accept Prime Au Pairs Terms & Conditions and that all information provided at the time of application is correct. Host Family also warrants that it has familiarize themselves with the Host Family's Requirements and Costs associated with hiring an Au Pair a list of which is listed on our website. This includes but is not limited to

- Ensuring written routine is ready for the applicants' arrival so that he/she fully understands what his/her duties will be. The candidate must be given at least 2 weeks of settling down time to allow him/her to get to know the Family, the area and the routine.
- Ensuring the Au Pair is given a weekly hourly plan of work required. Any changes to the hours must be agreed by the Au Pair. Host Family must ensure the maximum number of hours i.e. 25 hours/week for Au Pair and 35 hours/week for Au Pair Plus is not exceeded. Working time is the time when the candidate is in charge of the children or is given housework and cannot leave the house. This includes the time when parents work nightshifts – for example if the parents are away from home working from 7pm to 7 am – this counts as 12 working hours of work for the Au Pair.
- Should the Host Family require the Au Pair to drive, it is Host Family's responsibility to prepare the Au Pair for driving in the UK, including arranging for the applicant to have several professional driving lessons for them to become confident in driving in the UK. The applicant must also be added as a named driver on your car insurance policy & not be liable to pay any excess charges.
- Paying the Au Pair pre-agreed amount of pocket money at the end of each week worked in cash. The minimum pocket money for the Au Pair is set at £75/week and for Au Pair Plus at £95/week The Host Family must respect the Au Pair's time off and any work required in addition to the maximum hours allowed (e.g. during school holidays) must be pre-agreed with the Au Pair and paid extra. The Au Pairs must be given 2 days of per each week. If he/she is required to work weekends, he/she should receive 2 consecutive days off during the week but at least one full weekend per month .
- Ensuring Au Pair is given Paid Holidays as specified on our website (1 week of paid holidays for each 3 months worked). Public Bank Holidays are also part of the Holiday Allowance. In a situation when Host Family is going away and asks the Au Pair to stay at the Host Family house but is not required to work and the Au Pair does not wish to use that time as his/her Holiday Allowance, the Au Pair must be given money for food and basis travel – a minimum of £50 per week is recommended.
- The Applicant must be treated as an equal family member. The Applicant will have his/her own private bedroom within the house, that cannot be used by other people or as a storage, food and free use of home appliances

If the Au Pair becomes ill the Host will support the Au Pair to obtain access to free NHS treatment (help to register with a local GP) and that Prime Au Pairs is immediately notified about any concerns in relation to the Au Pair.

### **3. Fees**

Prime Au Pairs does not charge any registration fee. Agency fees differ depending on the length of placement.

If the candidate is introduced to the Host Family and this results in a Au Pair placement, the Host Family is required:

- Settle the agency fees in full within 5 working days from signing and returning the Letter of Offer
- Prepare, sign and return the Letter of Offer and sign and return Prime Au Pairs Terms & Conditions
- Acknowledge that the fees are for the Introduction of candidates only and that Prime Au Pairs cannot be blamed should the agreement between the Au Pair and the Host Family breaks down.
- If it comes to our attention that the Host Family hires the Au Pair directly without Prime Au Pairs knowledge, full fee becomes payable, according to the position offered to the candidate.
- Acknowledge that all travel arrangements must be made through Prime Au Pairs

#### **4. Refunds and Replacement Policy**

When the applicant has lived with the Host Family for 30 days and no issues has been raised by writing to Prime Au Pairs, Prime Au Pairs will assume the placement is successful and we will have fulfilled our obligations.

Both the Host Family and the Candidate have a right to terminate the contract at any time with a minimum of 2 weeks' notice. Details of the circumstances under which the Host Family has a right to receive a refund or a replacement Candidate are specified below. Prime Au Pairs does not guarantee a replacement can be found within time required by the Host Family. In the event of serious misconduct by the Au Pair or the Host family the placement will be terminated with immediate effect.

#### **FULL REFUND OR 1 REPLACEMENT**

Host Family will have a right to receive one Replacement Candidate or ask for a **full refund** of Agency Fees if:

- Candidate fails to arrive after signing the Letter of Offer
- Candidate proves unsuitable/misinterpreted themselves or their ability and experience and the Host Family decides to terminate the placement within 30 days of the start date
- Candidate decides to leave within the first 30 days from arrival and this is not because of mistreatment by the Host Family

Host Family must notify Prime Au Pairs immediately or within 5 days of such event taking place.

Any issues relating to the candidate being unsatisfactory must be notified to Prime Au Pairs in writing within 30 days of beginning of placement. Unsatisfactory levels of English, candidate's age or look are not considered reasonable grounds for terminating the placement. In such scenario or in a situation where a conflict has arisen between the Au Pair and Host Family within the first 30 days of placement, Prime Au Pairs will provide support to resolve it. If however it is not possible to find a solution, Prime Au Pairs will decide on the amount of refund or replacement due. Our decision is final regarding this matter.

## **PART REFUND OR 1 REPLACEMENT**

Both the Candidate and the Host Family have a right to terminate the placement with 2 weeks' notice at any time.

If the Applicant serves the Host Family a notice/decides to leave before the pre-agreed end of placement, Host Family will have a right to receive a refund of:

- Candidate leaves less than 3 months on 6 months placements – refund of £120
- Candidate leaves less than 6 months on 12 months placements – refund of £120

If the Host Family decides to terminate the placement the following refund will be due

- Up to 14 days from the agreed commencement date: Refund of 50% of the Agency Fee
- 14-30 days from the agreed commencement date: Refund of 25% of the Agency Fee

When the applicant has lived with the Host Family for 30 days and no issues has been raised by writing to Prime Au Pairs, Prime Au Pairs will assume the placement is successful and we will have fulfilled our obligations, hence no refund will be due to Host Family.

## **PART REFUND/NO REPLACEMENTS**

If the Host Family decides to terminate the placement after receiving an invoice but before the candidate's arrival/commencement date, Host Family will have a right for a refund of Agency Fees minus 50% Agency Fee subject to the Au Pair having not booked any travel. If the Au Pair has booked the travel for the placement, further fee equal to the cost of travel will be deducted.

## **NO REPLACEMENTS OR REFUND**

No replacements or refunds will be provided for any of the following:

- If the Agency Fee was not paid
- On short term placements (less than 3 months) or if you ask the candidate to leave without specifying a reason
- If the candidate justifiably complains of abuse, mistreatment or misconduct by any member of the Host Family, their guest or friend
- If the Au Pair decides to leave the Host Family, even without notice, because he/she was asked and has not agreed to undertake extra duties not stated in the Letter of Offer that are not suitable for an Au Pair or has not been paid for any extra hours worked
- If the Host Family restricts or prevents access to any amenities that the Au Pair is entitled to use or withhold any of the weekly pocket

- If the candidate has not been given a proper routine upon the arrival and Host Family did not allow for at least 2 weeks from arrival for the Au Pair to settle in and get used to the role
- If the candidate has not been given any professional driving lessons and driving is the main reason for which you requested the replacement (only applicable for families that require a driver)
- If the host family does not abide by the Terms and Conditions and terms specified in the Letter of Offer

In the event of any misconduct of the Host Family the Au Pair has a right to leave immediately and no refund or replacement will be offered by Prime Au Pairs to the Host Family.

### **Conclusion**

Submission of the online Host Family Application Form constitutes agreement to the above terms and conditions.

# Prime Au Pairs