

AU PAIR LINK (OE)

GENERAL TERMS & CONDITIONS

1. AU PAIR RESPONSIBILITIES

1.1. Cooperation.

You will provide reasonable cooperation to enable us and our partners to place you in a Host Family and understand that your cooperation will help assist in a quick and expedient placement. You also agree to provide us and our partners with your reasonable cooperation throughout the Placement Term, including when mediation or other such processes are conducted by us or our partners.

1.2. Accuracy of information.

You will ensure that all the information given by you to us throughout the application process and all other information disclosed by you to us is accurate to the best of your knowledge. You declare that all information that you have provided to us is genuine – including photographs of you.

1.3. Permission for disclosure.

You understand that we or one of our third party partners may conduct personality tests, medical examinations, interviews, police record and reference checks to establish your suitability as an Au Pair. You give us and our third party partners permission to use this information as part of our placement process and hence consent to the disclosure of such information to relevant Host Families and third parties. You also give us consent to contact all persons provided by you to us for the purpose of obtaining a reference. You also understand that if you fail to provide adequate information as part of our application process that your application may be rejected.

1.4. Access to records and transcripts.

You understand that we and our third party suppliers must have access to relevant records and transcripts including but not limited to police, medical and education. You must assist us where required to obtain these records. Any cost incurred from obtaining or requesting such records and transcripts is your responsibility and will not be paid for by us or our partners. You give us and our third party partners permission to use such information and records as part of our placement process and hence consent to the disclosure of such information to relevant Host Families.

1.5. Offer of placement.

You agree to only accept an Offer of Placement once you have spoken to the relevant Host Family personally via the telephone or internet calling services such as Skype and had correspondence with the family via email. Once you have accepted an Offer of Placement in verbal or written format it is considered to be a binding Agreement with the relevant Host Family.

1.6. Review of documentation.

You agree to review all the material provided by us or our partners as part of the placement process. Signing this Agreement is an acknowledgment of your understanding of all materials and information provided to you by us. You also agree to review all relevant material upon your arrival in your Destination Country. You understand that we are not liable for any inaccuracy in the documentation provided by us to you. However, we will take reasonable caution to avoid any inaccuracies from occurring.

1.7. Flights, visa and passport.

You will ensure that you complete all visa requirements from us or our partners prior to your departure and to be able to lawfully enter and work in your Destination Country. You understand that you are responsible to apply and pay directly for your visa. We are not responsible for any delays or changes made to your flights and it is your responsibility to ensure that you arrive to your destination country on time (to attend orientation or to meet your Host Family). You are responsible for any and all transport that may occur along the journey. You also acknowledge that we are not liable for any losses or damages that may occur as a result from your trip to your Destination Country.

1.8. Insurance.

As an Au Pair with us insurance is mandatory. We can help arrange or organise your insurance for your Placement Term via an approved third party supplier. Au Pair Link will not accept any liability regarding your insurance should we assist in helping you arrange your insurance through a third party supplier.

1.9. Employment and tax.

You understand that whilst working as an Au Pair in your destination country you are the employee of your Host Family and not Au Pair Link Limited. You understand that any advice given by us or our partners concerning taxation or your employment relationship with your Host Family is in good faith and is not professional legal advice or binding in any way. As such we accept no liability for losses incurred by you as a result of advice given by us concerning employment and taxation. We strongly recommend that you should seek independent legal

advice if you would like formal clarification or confirmation of any aspect of your employment relationship with your Host Family.

You further understand and agree that:

- a) you will not take up any other employment unless you have the written permission of both your Host Family and our partner agency;
- b) you can only be employed by your Host Family through our facilitation and under this Agreement. Should you wish to exit our programme and terminate this Agreement, you can no longer reside with your Host Family or remain as their employee.

1.10. Resigning from your employment.

You must give at least 2 week's written notice to your Host Family and our partner agency before resigning from your employment as an Au Pair. If you resign from your employment you may be eligible for re-match with another Host Family as per our local partner programme rules.

1.11. Programme participation.

You are required to comply with our local partner programme rules and requirements in your Destination Country. You agree to fully participate in the programmes including attending all activities and events as required by our partner agency or us.

1.12. Work duties.

As an Au Pair the safety and wellbeing of the children you care for is paramount. Your typical work duties include, but are not limited to:

- a) ensuring the physical and mental wellbeing of the children including general hygiene;
- b) picking up or dropping off the children to school or activities whether driving, walking or taking public transport;
- c) feeding and clothing the children;
- d) sharing general cleaning duties with you Host Family;
- e) specifically cleaning the children's room/s and play areas and doing the children's laundry;
- f) playing with the children and helping them with schoolwork

Whilst your primary focus is the children you will also be expected to contribute around the home like a typical family member. Whilst you are not expected to do all the housework, cooking and cleaning - you are expected to contribute in this area if and where appropriate.

1.13. Care and environment.

To the best of your abilities you will ensure that you provide a safe and caring environment for the children of your Host Family. You will foster a happy environment for the children and ensure their general wellbeing and health are properly monitored and cared for. You acknowledge that as a live-in employee you will need to be respectful of the privacy of your Host Family and adhere to their family rules and guidelines.

Any negligent behaviour that compromises the general wellbeing, health or safety of the child or children in your care as an Au Pair will be deemed by as just cause for your immediate dismissal from the Host Family and termination of this Agreement.

1.14. Communication and mediation.

You agree to discuss household rules, timetables, routines and methods of child discipline with your Host Family upon your arrival. You understand that regular and open communication with your Host Family is paramount in building a good working relationship. If you experience a breakdown in communication or have expectations that are not being met by your Host Family then you will ensure that your local agency in your Destination Country is informed promptly and you will enter a process of mediation, in good faith, if advised to do so by the partner agency or us.

1.15. Exiting our programme.

After completing your Placement Term you will leave your Destination Country in accordance with your visa conditions and not endeavour to stay longer than the duration of your visa term unless you receive a legal extension to your visa or such appropriate written permission.

1.16. Re-match policy.

Many of our local partner agencies provide a re-match policy for their Au Pairs. If you require temporary room and board please discuss this with your local partner

contact. You understand that we are not liable for any costs that you may incur during re-match and that we will not pay your Au Pair wage during the weeks while you are waiting to be re-matched with a new Host Family. If applicable and assuming your eligibility, our partner agency will endeavour to re-match you within a reasonable timeframe. However, if our partner agency is unable to re-match you with a new Host Family we may terminate this Agreement. We or our partners are unable to guarantee a successful re-match and you may be required to exit our programme accordingly. You also understand that prior to entering any such re-match programme that you may need to participate in mediation with your Host Family.

1.17. Re-match policy eligibility.

You may be eligible for re-match with another Host Family if:

- a) you resign from your employment, citing justifiable reasons for your resignation, but wish to remain in the programme;
- b) you fail to meet the reasonable expectations of your Host Family as an employee;
- c) you are unhappy in the employment of your Host Family;
- d) your Host Family no longer requires your services as an Au Pair and terminates your employment accordingly; or
- e) you meet the eligibility criteria set by our partner agency in your Destination Country.

Prior to any re-match being conducted you must enter a process of mediation with your Host Family in good faith if requested to do so. You are not eligible for re-match if you have breached any of the terms or conditions as set out in this Agreement.

1.18. Responsibility for safety.

You are responsible for your own safety whilst overseas as an Au Pair. You understand that you must comply with all applicable laws relating to your safety, health and employment. Nonetheless, you agree that we have the right to take actions to ensure your safety and general wellbeing including but not limited to securing medical treatment and transporting you back to New Zealand. You also acknowledge that we will not be held liable for any costs that occur from taking such actions to ensure your safety.

1.19. Illegal activity.

You understand that it is a breach of this Agreement if you conduct any illegal activity during your Placement Term or period of employment with your Host Family, including the taking or possession of any illegal substances. If we or our partner agency suspect any illegal activity being conducted by you, we or our partner agency have the right to:

- a) immediately remove you from your Host Family and their employment without notice or consent from you;
- b) terminate this Agreement; and
- c) report any illegal activities, child neglect or abuse to the proper authorities such as Police.

You also understand that if you suspect your Host Family to be involved in any illegal activity you must immediately report this to your local partner agency. As such you may be required to make a written statement concerning the event or alleged illegal activity. Furthermore, you agree to make no claim against us and that we are not liable for any actions taken by us as stipulated in this clause regardless of the eventual outcome concerning any allegations made against you.

1.20. No smoking policy.

Au Pair Link has a strict no smoking policy. As an Au Pair smoking cigarettes or cigars could result in your immediate dismissal and termination of this Agreement.

1.21. Defamation and confidentiality.

You agree not to make any malicious, false, misleading or defamatory written or verbal statements about us. You will ensure you adhere to strict confidentiality concerning any actions that we take under this Agreement or during mediation. Any comment or statement made to a third party by you concerning actions taken by us under this Agreement will be considered a breach of confidentiality. You accept liability for any breach of confidentiality. You will also ensure that you keep personal Host Family information, including photos of children, confidential. Making inappropriate comments about your Host Family either verbally or in writing (through social networks, blogs etc) is considered a breach of this Agreement and grounds for immediate dismissal and termination of this Agreement.

2. CHARGES AND FEES

2.1. Our fees and partner fees.

You agree to pay all our charges and fees including, but not limited to, our Flights and Insurance package. You understand that our partner agencies may charge you a fee as part of your application process to become an Au Pair. Partner fees are not set by us and are at the sole discretion of our partners.

2.2. Your wage.

You agree that prior to departing to your Destination Country that you have been made aware of your Au Pair wage/stipend or any applicable bonuses as per the relevant programme information supplied by us. As part of your package, and additional to your Au Pair wage/stipend, you will also receive your room, board and meals free of charge. It is the responsibility of your Host Family to pay your wage/stipend as per our partner agency programme requirements. You acknowledge and agree that it is your responsibility to pay for any additional expenses that may be incurred throughout your employment with your Host Family. We will not be held liable for any expenses or costs that are incurred by you.

2.3. Liability accepted by you.

You accept liability to us for failure to meet any payment obligation and for expenses actually and reasonably incurred by us or anyone else (including in enforcing our rights or anyone else's rights) as a direct result of your material breach of the Agreement or failure to take reasonable care. Whilst in the employment of your Host Family you are solely responsible for any and all debts that you may incur such as personal telephone calls.

2.4. No liability accepted by us.

We do not accept any liability to you as a result of our actions taken under and in accordance with this Agreement. This includes possible removal from a Host Family for abuse, inappropriate behaviour, illegal activity or any other such breach of this Agreement, or for any other reason whatsoever in our sole and absolute discretion. We do not accept liability for any loss of income, inconvenience or stress caused as a result of our actions taken in accordance with this Agreement. You release us from any and all claims affiliated with your placement as an Au Pair as well as any damages, losses or claims resulting from participation in our Au Pair OE programme.

2.5. Cancellation charges.

You acknowledge that cancellation charges may apply for our programmes, including but not limited to airline travel bookings made by us or our partner agencies. You also understand that insurance is non-refundable.

3. GENERAL

3.1. Ending services.

We may cease providing all or part of any Service if:

- a) the Service is no longer viable, is to be withdrawn from general availability by us, cannot be provided, or is to be replaced with a new Service; or
- b) equipment or property used to provide the Service becomes obsolete or beyond a reasonable period of economic use or support.

We will use all reasonable endeavours to give you 1 month's notice of any intended cessation under this clause.

3.2. Contact with Host Families.

We may provide you with multiple Host Family contact information and details during the placement and matching process including phone numbers and email addresses. This is personal and private information supplied to you by us in strict confidentiality. You agree not to contact or pursue any of the previous families presented to you by us unless we give you prior written permission.

3.3. Expected timeframes.

We cannot guarantee your placement with a Host Family within a certain timeframe. External factors (such as available flights, visa approval etc) prohibited us from being able to guarantee a specific date or timeframe in which you may depart from New Zealand. As such, you agree that we will not be held liable for any inconvenience or loss of income arising from a delayed matching, re-matching or placement process. You acknowledge that any expected timeframe for placement given by us is indicative only and not binding.

3.4. Confidentiality.

Both Parties must always keep Confidential Information confidential and may not copy it, or use it for any purpose other than that for which it was provided, except with the other Party's written consent. If requested, a Party must return the other Party's Confidential Information.

3.5. Customer information.

During your relationship with us as an Au Pair, we may collect information about you. We may:

- a) hold the information and share it with our employees, Related Companies, suppliers and contractors but only where this is necessary to enable us to offer or provide you with our services, check that your responsibilities are being met, or otherwise to administer and enforce the Agreement;
- b) use the information to provide you with marketing material including monthly newsletters and information concerning new services provide by us or our related companies, unless you have requested us not to do this;
- c) use any photographs of you participating in Au Pair Link related activities and events in social media or for marketing purposes, unless you have requested us not to do this;
- d) use any written statements or testimonials provided by you for marketing purposes, unless you have requested us not to do this;
- e) share information with law enforcement agencies if we reasonably consider that unlawful activity is taking place;
- f) use any information about you for statistical purposes, so long as you are not identified.

You are entitled to access and/or correct the information we hold about you in accordance with the Privacy Act 1993.

3.6. Supply by our Related Companies.

You agree that some services may be provided to you by any of our Related Companies or third party suppliers. You acknowledge that we cannot be held liable for the actions of our Related Companies or third party suppliers.

3.7. Governing law.

The Agreement is governed by, and will be construed in accordance with, the laws of New Zealand.

3.8. No waiver.

No failure, delay or indulgence by either Party in exercising any power or right conferred on that Party by this Agreement will operate as a waiver of that power or right. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights under the Agreement.

3.9. Invalidity.

Any provision of the Agreement that is invalid or unenforceable, will be deemed deleted from the Agreement and this invalidity will not affect the other provisions of the Agreement, all of which remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

3.10. Continuing rights and responsibilities.

The ending of the Agreement does not affect any rights and responsibilities under the Agreement which are intended to continue, or come into force after the Agreement ends.

4. DEFINITIONS AND INTERPRETATION

“Agreement” means your Au Pair Link Au Pair OE Agreement i.e. this document.

“Au Pair”, “you”, “your” or the “candidate” means the person as identified in this Agreement i.e. the signatory.

“Au Pair Link”, “we”, “us” or “our” means Au Pair Link Limited.

“Business Days” means Monday to Friday inclusive, excluding national public holidays and provincial anniversary days.

“Business Hours” means 9:00am to 5:00pm on Business Days.

“Charges” and “Fees” are defined in Section 2 of this Agreement and include Cancellation Charges.

“Confidential Information” includes, but is not limited to, all information and other material relating to the disclosing Party’s business, employees and customers that the disclosing Party makes available to the recipient, or that comes to the recipient’s knowledge, and includes the contents of the Agreement, but excludes information that is generally available to the public (but not because the recipient, or anyone the recipient is responsible for, has disclosed it), or that the recipient or a third party have developed independently.

“Destination Country” means the country which you are going to be an Au Pair in through our Au Pair OE programme.

“Host Family” means any family that we present to you as part of the placement process including the family that you become employed in as an Au Pair.

“Offer of Placement” means a Host Family inviting you to work in their employment for the Placement Term. We may facilitate this Offer of Placement on behalf of the Host Family.

“Partners or third party suppliers” means any company that we use to provide Services indirectly or directly. This can include Related Companies.

“Placement Term” means the period in which you are employed as an Au Pair in a Host Family.

In the Agreement, unless the context otherwise requires:

- a) headings are for convenience only and do not affect interpretation;
- b) the singular includes the plural and vice versa;
- c) unless otherwise stated, all references to dollars, value and price are to the New Zealand currency and exclude goods and services tax;
- d) a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time.