

## Terms and Conditions

“**The Agency**” refers to Angel Au Pairs.

“**The Client**” refers to a person who appoints **The Agency** to introduce them to an au pair/mother’s help/nanny candidate.

1. These terms and conditions of business apply to all contracts or agreements made between **Angel Au Pairs** and **The Client** and are deemed as accepted through completion of a Family Registration form. **Angel Au Pairs** will only undertake business on the terms and conditions contained herein. No variation of the terms will be valid unless confirmed in writing by **Angel Au Pairs**. **The Client** shall be the person who has signed the agreement on the application form.
2. **Angel Au Pairs** acts as agents for the purpose of effecting introductions between **The Client** and Au-pairs or Nannies and does not employ candidates. The fees to **The Agency** are for introduction only. Any further services required shall be negotiated separately at an additional charge. **The Agency** cannot be held responsible should the Au-pair, Mother’s Help or Nanny stay for a shorter time than that agreed with **The Client**.
3. **The Client** confirms that all information supplied to **The Agency** is honest, correct and complete. By providing data, **The Client** consents to the processing of data in accordance with the Safety and Privacy Statement.
4. **The Agency** will activate **The Client’s** profile after receipt of the registration fee. **The Agency** supplies details of selected candidates to **The Client**. If no relevant candidates are available at the time of registration, then details will be provided as soon as possible. **The Client** can interview candidates once **The Agency** has informed the candidates agency and been given permission for **The Client** to make contact.
5. A placement fee becomes due the moment that **The Client** confirms acceptance of one of the candidates. **The Agency** will e-mail **The Client** for the basic fee and any agreed supplements. Fees are payable within 7 days of this confirmation e-mail and in advance of travel arrangements. **The Agency** reserves the right to charge interest and a £50 surcharge on all accounts not settled within 7 days. **The Client** shall not encourage the au pair to travel prior to the Fee being paid. Candidates who are expected to travel within 14 days of confirmation, should be paid in full on confirmation.
6. Our fee includes a 14 day replacement guarantee.
7. In the event of a candidate needing to leave during the guarantee period, either for personal reasons or due to unsuitability. **The Client** must notify **The Agency** in writing immediately stating the reasons.
8. **The Agency** cannot guarantee that a suitable candidate is available for immediate replacement but existing **Clients** are always given priority. Should no suitable replacement be offered within 30 days of a written report, a refund may be applied for, subject to a £150 administration fee. This also applies in case a candidate fails to take up the agreed position. Refunds/replacements are subject to punctual payment of the Fee. Unreasonable rejection of alternative replacement candidates may result in delays and will not entitle customers to a refund. If there are reasonable grounds for considering either breach of contract (see family obligations below) or the family’s treatment of the au pair to be unsatisfactory, no refund or replacement will be offered. **The Agency’s** decision will be final in this respect. Outside 30 days the fee will not be refunded.

9. Upon expiry of the guarantee period it is agreed that the engagement is satisfactory and that **The Agency's** obligations have been fulfilled. If the candidate leaves after the guarantee period, **The Agency** will charge **The Client** again. After the guarantee period, replacements will be charged at a pro rata rate based on the length of time **The Client's** candidate has been with them. The pro rata rate will be the same as the **The Agency's** placement fee for up to 3 months, 3-6 months and over six months.
10. No refund can be made should **The Client** cancel the candidate after he/she has confirmed the position or should **The Client** retain the services of a candidate considered unsuitable.
11. **Angel Au Pairs** acts as an Agent for introductions and does not employ au pairs. Every effort is made by **The Agent** to ensure that candidates introduced to **the Client** are suitable for the position offered. It is the responsibility of **The Client** to check references and to be satisfied as to the suitability of the Candidate.
12. **The Agency** does not accept responsibility for any loss, damage, expense or injury resulting from an introduction or provision of services or from any acts, omissions or conduct of staff introduced by **The Agency**. **The Agency** advises both the employee and the employer to take out appropriate insurance.
13. **The Agency** shall not be responsible or liable for any breach by the candidate of the terms of engagement or for any other act or omission whether wilful, negligent or otherwise.
14. All candidates are entitled to two week's notice of termination of employment. Failure to comply with this condition results in automatic loss of right to refund, replacement or credit. However, in the event of serious misconduct by the Au-pair/Mothers' Help/Nanny or **The Client**, either party shall be entitled to terminate the engagement immediately. If the Au-pair, Mother's Help or Nanny's departure is as a result of misconduct on the part of **The Client**, **The Agency** has no obligation to replace the Au-pair, Mother's Help or Nanny or offer any refund of fees.
15. Au-pairs must be paid a minimum of £75 per week and an Au-pair Plus a minimum of £85 per week for 30 hours, and £90-120 per week for 40 hours.
16. If **The Client** directly or indirectly introduces an applicant to any other family or employer **The Client** will be liable for the full fees should the applicant be engaged.
17. In all cases if a substitute is offered by Angel Au Pairs and refused by the Client no refund or credit is due.
18. Angel Au Pairs must emphasize that au pairs are not trained nannies that have qualifications in childcare. Some Au Pairs have limited childcare experience. In the event that the family decides to leave the Au Pair in sole charge of a child it is the family's sole responsibility. If a family is unclear as to the role of an Au Pair they should consult the home office website: [www.ind.homeoffice.gov.uk](http://www.ind.homeoffice.gov.uk) where details on the Au Pair scheme can be found. Angel Au Pairs has further information on their website: [www.angelaupairs.com](http://www.angelaupairs.com)
19. If the family require the Au Pair to drive, this shall be the full responsibility of the family concerned, the agency cannot accept any responsibility for this whatsoever.



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## OBLIGATIONS OF A HOST FAMILY

Provide your au pair/mother's help/nanny with:

- A written agreement (**Angel Au Pairs** provides a sample) signed by both parties prior to or on start date
- Time to settle in, with your guidance, training and support
- Clear written guidance on what is expected (sample available on request)
- Full board
- Furnished room for the au pair/mothers help/nannys' sole use
- Pocket money paid weekly (according to contract with au pair)
- Time off and support to attend appropriate language classes
- A warm welcome as part of the family, including airport collection
- A minimum of one week's paid holiday for every six months with the family
- A few driving lessons if the au pair is required to drive
- Extra pocket money for extra help
- Optional incentives to encourage a long and happy engagement, such as contribution towards return flight and language classes. Our handbook offers suggestions.

If a family fails to comply with the 'obligations of a host family' we reserve the right not to replace (or refund).

**The Agency** provides suggested interview questions, a contract sample and a handbook sample for the convenience of **The Client** but **The Agency** cannot be held liable for this.