

## TERMS AND CONDITIONS

"**THE AGENCY**" refers to **Unique Au Pairs**.

"**THE CLIENT**" refers to a person who appoints **The Agency** to introduce them to Au Pair/Mother's Help and Elderly Companion candidates.

- 1 These terms apply to all contracts or agreements made between The **Client** and **Unique Au Pairs** and are deemed accepted through completion of a registration.
- 2 **Unique Au pairs** acts as an Agent for introductions and does not employ candidates.
- 3 The **Client** confirms that all information supplied to **Unique Au pairs** is honest, correct and complete. By providing data, The **Client** consents to the processing of data in accordance with the Privacy Statement.
- 4 The **Agency** supplies details of selected candidate(s) 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 some or all of the candidates supplied.
- 5 A placement fee becomes due the moment that **The Client** invites one of the candidates. **Unique Au pairs** will e-mail The **Client** for the invoice for the placement fee and payment will be due on receipt of invoice. The client must ensure sufficient funds are available.
- 6 Overdue payments. If the placement fee has still not been paid despite the arrival of the candidate in the family, interest of 10% per calendar month will be backdated to the date of the candidate's arrival in the family. The **Agency** will also take the necessary legal action to recover the original debt plus the interest and legal expenses.
- 7 Our fee includes a FREE 30 day replacement guarantee. (Not on summer placements). The replacement must be used within 30 days of notifying the Agency of placement breakdown.
- 8 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 **Unique Au pairs** in writing immediately stating the reasons.
- 9 The fees charged by the **Agency** are purely placement fees and it is up to the family and the candidate to make the arrangement work through good communications. We cannot guarantee that any au pair will complete the full duration of his/her stay. We cannot be held responsible when a placement breaks down, as there are too many factors to consider that are out with our control.
- 10 The **Agency** cannot guarantee that a suitable candidate is available for immediate replacement but existing **Clients** are always given priority. A replacement is offered on a like-for-like basis. Should no replacement candidate be offered within 30 days of written report, a refund may be applied for, subject to a £150 administration fee. Refunds/replacements are subject to punctual payment of full Fee. No refunds are payable where the client requests that no replacement be found. Unreasonable rejection of replacement candidates may result in delays and will not entitle customer to refund.

If there are reasonable grounds to consider either breach of contract (see family obligations below) or the family's treatment of the au pair to be unsatisfactory or material deviation from the role agreed with the agency, no refund or replacement will be offered. **Unique Au pair's** decision will be final in this respect.

- 11 Upon expiry of the 30 day 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, agency fees apply for further placements.
- 12 In the unlikely event that the candidate decides to cancel after initial acceptance the agency will find a replacement as per replacement guarantee. If the **Client** decides to cancel after the au pair has accepted, the placement fee still applies. No refund can be made should the **Client** retain the services of a candidate considered unsuitable.
- 13 **Responsibilities of the Client.** All introductions are made in good faith and information on applicants is made known to the **Client** in the strictest of confidence. **Clients** transferring information supplied by the **Agency** and resulting in the engagement of a candidate by a third party will be liable to pay the full placement fee and these terms and conditions should apply accordingly.
- 14 If a **Client** registers with the **Agency** for a candidate and subsequently hires a candidate whose details were sent to them or discussed with them as a potential match, they will be liable for the full placement fee no matter how they came into direct contact with the candidate. In other words the **Client** agrees to not to take on a candidate by or via a third party (other agency, website or similar) if the candidate was put forward by the **Agency** beforehand. If the **Client** does so, the relevant agency fee will apply.
- 15 **Unique Au pairs** do not accept responsibility for any loss, damage, expense or injury arising directly or indirectly by persons introduced by the **Agency**. The **Agency** advises both the au pair and the host family to take out appropriate insurance. Under no circumstances should the candidate's pocket money be forcibly withheld or reduced to cover the cost of any accidental loss or damage. Neither the candidate nor the candidate's parents are to be asked to pay for accidental damage to any vehicle driven by the candidate at the request of or with the permission of the Client.
- 16 **Unique Au pairs** acts as an Agent for introductions and does not employ au pairs. Every effort will be made by **Unique Au pairs** 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.
- 17 The **Client** must ensure sufficient funds are available to settle the placement fee and to pay weekly pocket money. Any related charges are payable by the customer.
- 18 Driving in the UK by a candidate is not recommended by the agency unless strictly necessary. Few candidates arrive equipped to drive to a UK standard and most are nervous of driving on the opposite side of the road. The **Client** must be prepared to pay for formal driving lessons and to invest the time and patience necessary to coach the candidate. Plenty of practice should be given during the first 3 months. If possible do not introduce any driving in the first 2 weeks of the candidate's arrival as he/she is in an intense familiarization and adaptation period, even if he/she is eager to try it. It is always better to wait until the candidate feels fully competent to drive on his or her own. The **Agency** has the right to refuse to replace a candidate if it is of the opinion that these terms and conditions concerning driving tuition have not been followed. The candidate must be fully insured for any accidents or legal liabilities, which may arise from his/her driving the **Clients** vehicle.
- 19 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 willful, negligent or otherwise.

- 20 Where in the **Agency's** judgment the **Client** is in breach of the terms and conditions as outlined in the Host Families Guide and Host Family Obligations, the **Agency** reserve the right not to provide a replacement candidate or refund. The **Agency** considers serious breach of conditions in its judgment where there has been; failure to pay the amount of pocket money agreed, or to provide a separate room, or unreasonable standard for accommodation for the candidate, or unreasonable duties, or hours of work, or a failure to provide adequate food, or physical or verbal abuse, or a lack of consideration and respect for the candidate, or a hostile home environment, or sexual harassment of the candidate. A replacement candidate may also be refused in cases where important information which has affected the placement has been withheld or concealed by the **Client** or if the **Client** has made false, unsubstantiated or malicious accusations against the candidate or deliberately sought to undermine or harm the reputation of the candidates, without just cause, or to damage the reputation of the **Agency**. The **Agency** may also refuse to replace a candidate if prior to their leaving the family we have tried to speak to the candidate about the reasons for leaving but have not been permitted to do so or the candidate gives an account of the **Clients** which gives rise to serious concerns about the family's suitability. The **Agency** reserves the right to refuse to supply a replacement when any other factor, in the **Agency's** judgment precludes this.
- 21 The **Client** will be charged an additional fee where the candidate and **Client** have agreed to stay longer than the original length of time intended.
- 22 These terms are subject to English law and to the exclusive jurisdiction of the English courts. The **Client** must accept the obligations of being a host family.
- 23 Replacement Guarantees. If the candidate's placement guarantee was for 12 months and then leaves after 9 months, the **Client** will be supplied a candidate to cover the 3 month shortfall. This can be increased to another 12-month placement, then a percentage of the 12 month placement fee would be due. Example; candidate stays only 9 months of her 12 month placement and there is 3 months left on the placement guarantee, the new candidate arrives and is staying for 12 months, the placement fee is then divided by 12(months) then 3 months is deducted. If another placement guarantee is required then only a 9-month guarantee is required. The **Client** will also be entitled to a 10% discount as a returning customer. **(Maximum of 4 replacements in a 12 month period will be permitted, maximum of 3 replacements in a 9 month period, maximum of 3 replacements in a 6 month placement and maximum of 2 replacements in a 3 month period )**.

Candidates are entitled to 14 days notice of termination except in cases of gross misconduct. Dismissal without required notice will result in forfeiture of any credit or refund due. Costs incurred by the candidate or by the **Agency** on the candidate's behalf will be charged to the **Client** (e.g. pocket money in lieu of notice, accommodation, transportation).

We expect **Clients** to respect the recommendations provided in the Host Families Guide 'what is an Au Pair' on our website.

The **Agency** provides a Host Families Guide, and a sample invitation letter for the convenience of the **Client** but the **Agency** cannot be held liable for this.

Unique Au Pairs Limited  
Company No. 8136666  
1 New Local Centre  
Gull Coppice  
Whiteley  
PO15 7LA

Fees & Terms and Conditions are subject to change without prior notice.

All information is presented in good faith and on the basis that Unique au pairs nor their agents or candidates, are liable (whether by reason of error, omission, negligence, lack of care or otherwise) to any person for any damage or loss whatsoever which has occurred or may occur in relation to that person taking or not taking (as the case may be) action in respect of any statement, information or advice given in our material.

## **OBLIGATIONS OF A HOST FAMILY**

**Provide your Au Pair/Mother's/Parent Help/Elderly Companion with the following;**

- ☑ Provide a letter of invitation to the candidate as per Agency Template.
  - ☑ Au Pair welcoming her/him into the host family.
  - ☑ Time to settle in, support with transition. (Approx 1-2 weeks to settle)
  - ☑ Clear written guidelines on what is expected in line with role agreed with agency (eg: school run times, preferred house duties. Show him/her your daily/weekly routine, children's feeding and bed times, preferred foods)
  - ☑ Full board.
  - ☑ Furnished room for the Au Pair's own use.
  - ☑ Pocket money paid weekly (according to contract with au pair)
  - ☑ Sufficient time-off and support to attend appropriate language classes
  - ☑ A warm welcome as part of the family, including airport collection
  - ☑ A minimum of two week's paid holiday for every six months with the family.
  - ☑ Two weeks paid notice.
  - ☑ Driving assessment and some lessons if au pair is required to drive; access to insured and safe vehicle
  - ☑ 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 BAPAA handbook offers suggestions.
  - ☑ An Agreement (**Unique Au pairs** provides a template) signed by both parties prior to or on start date in line with role agreed with agency.
- If a family fails to comply with the 'obligations of a host family' we reserve the right to terminate the candidates placement without a notice period.