

TERMS & CONDITIONS  
Entered into by and between

**Au Pair Professional Services**

And

(Referred to as the client)

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The following agreement binds the above two parties to the following

- 1.1. Au Pair Professional Services will replace the original child minder appointed by the client in the first 12 week period of employment (this date starts from au pairs first day of employment) without any additional cost levied to the client. Au Pair Professional Services will replace the au pair free of charge during the first 12 weeks of employment, this constitutes if the au pair leaves/resigns or is discharged for whatever reason. Au Pair Professional Services will treat this replacement with urgency, but can not guarantee a replacement au pair or guarantee a specific time frame within which a replacement will be found.
- 1.2. The 12 week guarantee period commences on au pairs first day of employment and runs directly for 12 weeks. Any school holidays, other holidays or period of any kind of leave or a period where the client does not make use of the au pairs services for whatever reason will not be deducted from the 12 week guarantee period.
- 1.3. Should the client require a replacement au pair then the client must inform Au Pair Professional Services prior to the 12 guarantee period expiring. If the client inform Au Pair Professional Services that a replacement au pair is required and this falls outside the guarantee period then an additional placement fee will be levied for a replacement au pair.
- 1.4. Once Au Pair Professional Services finds a replacement au pair for the client family, they are not entitled to a further 12 week guarantee period where the au pair will be replaced free of charge. In other words the guarantee period is not renewed when a replacement au pair is hired.
- 1.5. Should the client decide not to make use of the guarantee period and take a free replacement then the guarantee will not stand at a later date.
  
- 2.1. The client will not hold Au Pair Pro Services responsible for any loss/damage/theft/injury or death that may occur due to any act or omission by the au pair or any other Au Pair Professional Services representative.
  
- 3.1. The client will pay the placement fee to Au Pair Professional Services prior to the au pairs first day of employment. Failing to do so will result in Au Pair Professional Services instructing the au pair not to commence employment or return to work until this fee has been paid in full.
- 3.2. In the event that the fee is not paid to Au Pair Professional Services by the due date, the client will pay any legal costs that should be incurred by Au Pair Professional Services to recover the placement fee.
- 3.3. The client will not be entitled to a refund of the placement fee due to termination of the employment contract by the au pair or the client. Au Pair Professional Services will not refund the placement fee for whatever reason including the clients decision not to take on a replacement au pair.
- 3.4. If the client is making use of a temporary au pair/babysitter and decides not to use the au pair/babysitter for the full temporary period that the client has paid for then

Au Pair Professional Services will not refund the client for any days/sessions that the client does not make use of.

- 3.5. If the client is makes use of a temporary au pair/babysitter and the au pair/babysitter can not fulfil the full contract period or the client is not satisfied for whatever reason then Au Pair Professional Services will find a suitable replacement. Replacement au pairs cannot be guaranteed but Au Pair Professional Services will treat this replacement with urgency.
- 3.6. In the event that the client family decides to terminate the contract with the au pair or the au pair resigns for whatever reason, Au Pair Professional Services will only do a free replacement up until the last day of the agreed 12 week period. If the au pairs resignation period falls after the 12 week period or the client continues to use the au pair after the 12 week period then an additional placement fee will be levied to the client family by Au Pair Professional Services.
- 3.7. This agreement is to be signed, and returned to Au Pair Professional Services prior to commencement of employment by the au pair. If for any reason Au Pair Professional does not receive this agreement in time, we shall instruct the au pair not to commence employment until it has been returned.
  
- 4.1. Au Pair Professional Services reserves the right to terminate this contract without notice in the event that Au Pair Professional Services ceases to carry on business, is liquidated or placed under provisional management.
  
- 5.1. The client will inform Au Pair Pro Services of the candidate that they have employed and when employment will commence.
- 5.2. The client will inform Au Pair Professional Services if the chosen au pair's working hours increase on weekly basis so the client can be invoiced by Au Pair Professional Services for the balance of the placement fee determined by Au Pair Professional Services pricing and fee structure.

I, \_\_\_\_\_ ID No: \_\_\_\_\_  
understand and accept the above.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Please sign all pages.