

Our au pair terms and conditions

VERSION 15 SEPTEMBER 2017

Your use and the provision of our Services will be governed by this agreement. In this agreement we set out your obligations to us, and our obligations to you. Please read this agreement carefully, and contact us at 0800 AU PAIR (287 247) or aupair@aupairlink.co.nz if you have any questions.

This agreement applies for the duration of the placement term, unless it is terminated earlier by you or by us in accordance with the terms of this agreement.

1. Your responsibilities as an au pair candidate

1.1 Cooperation

Your cooperation will help us to provide our Service to you and will assist in a quick and expedient placement. Therefore, you agree that you will co-operate with:

- a) us to enable us or our partners to place you into a host family;
- b) us or our partners throughout the placement term if, or when, mediation or other such Services are provided by Au Pair Link to you; and
- c) any Ministry of Education visit or licensing requirement that may arise.

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 true and complete 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 Offer of placement

You agree to only accept an offer of placement once you have spoken to the relevant host family personally or on the phone 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.

1.4 Review of documentation

You agree to review all the material provided by us 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 New Zealand. 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.

1.5 Permission for disclosure

You understand that we or one of our third party partners may conduct English tests, 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.

1.6 Flights, visa and passport

You will ensure that you complete all visa requirements from us or our partners prior to your arrival in New Zealand and to be able to lawfully work in New Zealand. You understand that you are responsible to apply and pay New Zealand Immigration 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 in New Zealand on time (to attend orientation or to meet your host family). You understand that it is your responsibility to arrange and pay for any connecting flights or transport required in reaching the designated airport from which your international flights will depart. You understand that all flight itineraries have twelve month validity and that you must be back in your home country within this timeframe, or purchase a new flight home. 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 New Zealand.

1.7 Insurance

As an au pair with us, insurance is mandatory. We can help arrange or organise your insurance for your placement term in New Zealand 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.

2. Employed as an au pair

2.1 Work duties

As an au pair the safety and well-being 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) implementation of inviting and educational experiences with the children.
- c) attending au pair and child outings, playgroups and events wherever possible.
- d) picking up or dropping off the children to school or activities whether driving, walking or taking public transport;
- e) helping the children take care of their belongings and supporting them to tidy areas of play.
- f) playing, reading and encouraging the children's interests through the implementation of experiences at home and in the local community.
- g) completing and maintaining child portfolios and communication books (not required for Au Pair Mate programme).

During working hours your primary focus is the children and their care and education and child related duties. However you will also be expected to contribute around the home like a typical family member outside of working hours.

2.2 Employment and tax requirements

You are an employee of your host family, not Au Pair Link. The host family you accept an offer of placement with, will employ you personally for the duration of your stay with them. As their employee, you will be entitled to all the benefits and rights that a normal employee enjoys under New Zealand law.

You also understand and agree that:

- a) you are responsible for ensuring there is an employment agreement in place for the period that you are employed.
- b) you will not take up any other employment in New Zealand unless you have the written permission of both your host family and us
- c) you are entitled to paid annual holidays and public holidays as set out in the Holidays Act 2003.
- d) you will be provided with board, meals and lodgings – consisting of a separate room that is approved by us as suitable. This includes during the periods of sick leave and annual leave. In instances where annual leave is owed at the end of a placement, the board and lodgings component will be paid out to you unless mutually agreed otherwise.
- e) you are not to work more than 45 hours per week or more than 10 hours per day unless you negotiate additional babysitting hours directly with your host family (that may be agreed at your discretion). You will also have 2 consecutive days off per week unless otherwise agreed.

2.3 Payroll services

If your host family is enrolled in our payroll service (Paylink) you will be paid directly by Au Pair Link. However, you will remain the employee of your host family. You must notify Au Pair Link of all leave and sick days that you take.

2.4 No smoking policy

While employed as an au pair, you may not smoke on your host family's property or in the presence of your children. 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.

3. Managing the relationship with your host family

3.1 Communication and mediation

Regular and open communication with your host family is paramount in building a good working relationship. As such you agree to discuss household rules, timetables, routines and methods of child discipline with your host family upon your arrival. If you experience a breakdown in communication or have expectations that are not being met by your host family then you will ensure that we are informed and you will enter a process of mediation, in good faith, if advised to do so by us. It is your responsibility to notify us immediately if any problems or issues arise in your employment with your host family.

3.2 Termination of your employment

You must give at least 4 weeks' written notice to your host family and us before resigning from your employment as an au pair. You must have justifiable cause to terminate your employment relationship with your host family. If you terminate your employment relationship with your host family and exit our programme you may be liable to pay us cancellation charges outlined in this agreement. Terminating your employment as an au pair will mean that you will forfeit your completion bonus.

3.3 Responsibility for safety

You understand and agree that:

a) you are responsible for your own safety whilst in New Zealand. 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 transport back to your home country. You also acknowledge that we will not be held liable for any costs that occur from taking such actions to ensure your safety.

b) 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.

Whilst we carefully screen and check our host families and their homes, we will not be held liable for any injury, damage or mishap occurring whilst you are employed with the host family.

3.4 Abuse and inappropriate behaviour

Au Pair Link has a no tolerance policy regarding verbal or physical abuse, bullying, family violence or any other form of illegal or inappropriate behaviour such as drug use, prostitution or sexual advances toward any member of your host family. We also have a no tolerance policy concerning physical discipline of children – this includes hitting, smacking, biting or any other form of physical correctional discipline.

You understand that if you act in any way that is deemed inappropriate by us, we have the right to take the following actions:

- 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 the New Zealand Police.

3.5 Illegal activity

You understand that it is a breach of this agreement if you conduct any illegal activity during your placement term including the taking or possession of any illegal substances. A breach to this clause will result in the immediate removal from your employment and the termination of this agreement.

You also understand that if you suspect your host family to be involved in any illegal activity you must immediately report this to us. As such you may be required to make a written statement concerning the event or alleged illegal activity.

3.6 Confidentiality with host family

You will 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 network, blogs etc) is considered a breach of this agreement and grounds for immediate dismissal and termination of this agreement.

3.7 Orientation

You agree to participate in our orientation programme. The orientation programme is compulsory. During orientation you may be asked to participate in events such as a certified CPR course, driving lessons and general childcare lessons. You agree that you will participate to the best of your ability and that you will follow the directions given by us or your instructors throughout this programme.

3.8 Programme participation

You are required to comply with all our programme rules and requirements which we have provided to you during your initial phone assessment, interview, Communication Book and first visit. You agree to fully participate in our programmes including all curriculum requirements, Programme Manager visits, professional development and attending all activities, playgroups and events as

required by us. As part of our programme, you will uphold a commitment to Te Tiriti O Waitangi/the Treaty of Waitangi and work alongside Au Pair Link, host family and children to respect and honour this partnership. It is considered a breach of this agreement if you do not fully cooperate, in good faith, with our programme rules and requirements.

4. Payment of fees

4.1 Our fees

You agree to pay all our charges and fees including, but not limited to, our flights and insurance package, our orientation programme and other applicable charges. 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. You understand that flight prices can fluctuate and this can sometimes cause an increase to your programme fee, particularly during peak international travel times.

4.2 Au pair wages and bonuses

Refer to the most recent copy of the Gross Wage Calculations form. If you have any questions or need further information, please contact payroll@aupairlink.co.nz.

You are entitled to a completion bonus in recognition of a successful placement term with your host family and as a contribution toward your return flight home. You must agree on the length of the placement term prior to matching with a host family (e.g. 6, 9 or 12 months). The completion bonus is \$20 NZD net per week and is prorated over the length of the placement term. For example, for a 12 month placement term the net completion bonus is \$1,040.00 NZD (\$20 x 52 weeks). The completion bonus is paid at the end of the placement term by the host family to the au pair. You must complete your full placement term to receive your completion bonus. You will not be paid this bonus should you fail to complete your full placement term with your host family or if you breach this agreement. You must complete all individual child attendance sheets and fully participate in our programme, as per clause 1.13 of this agreement, to receive your completion bonus. You will not receive your completion bonus if your employment is terminated (or you have received notice that your employment will be terminated) due to misconduct or serious misconduct.

Au pairs on our Private Support programme are not automatically entitled to receive a completion bonus, this is at the discretion of the host family and will only be required to be paid to the au pair if it was agreed in writing at the time of placement.

You understand 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.

4.3 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 to carry out your obligations under this agreement.

4.4 Our liability

To the extent permitted by law, we will not be liable for any losses, inconvenience, expenses, stress, damages or costs of any kind that you suffer or incur, including loss of income as a result of any reasonable action that we take to enforce our rights under and in accordance with this agreement (including removal from a host family for late or non-payment, abuse, inappropriate behaviour, illegal activity or any other such breach of this agreement). We do not accept liability for loss suffered by you as a result of any intentional or negligence or omissions by a host family.

5. Our responsibilities

5.1 Our programmes

We offer four distinct programmes that you can be enrolled in: Au Pair 123, Au Pair Whiz, Au Pair Assist and Au Pair Mate:

a) The Au Pair 123 programme is our core early childhood programme, approved by the New Zealand Ministry of Education, for families with at least one child under five. The Au Pair 123 programme is only available in Au Pair Link Ministry of Education regions.

b) The Au Pair Whiz programme is our professional, qualified au pair programme for families with at least one child under five. An Au Pair Whiz has a minimum of 1 year's full time childcare experience with children under the age of five or the equivalent of a formal Early Childhood Education degree or diploma and a minimum of 6 months' practical childcare experience with children under the age of 5.

c) The Au Pair Assist programme is our short term programme for placements which are three months or under. The au pair can work for a minimum of 25 hours per week and is only available to families with at least one child under five. Au Pair Assist is only available in Au Pair Link Ministry of Education licensed regions.

d) The Au Pair Mate programme is designed for families with children over the age of 5. Typical Au Pair Mate duties include babysitting, dropping off and picking up from school, homework help and afterschool activities.

All our programmes are for a minimum 6 month placement term period, except our Au Pair Assist programme (which has a maximum 3 month placement term). We also provide a mandatory orientation programme for all au pairs upon their arrival in New Zealand. We will determine which programme that you will be enrolled in at our sole discretion.

6. Our rematch policy

Au Pair Link has a rematch policy for au pairs in our programme. This policy is designed to help ensure your enjoyment and safety throughout your stay in New Zealand. Our rematch policy will assist in placing you with another host family and includes:

- a) assistance with your relocation or removal from the premises of your existing host family;
- b) temporary room and board for a maximum of 5 days at our expense and choice – typically hostel accommodation; and
- c) introducing you to other suitable host families.

If you require temporary room and board for more than five days you will be required to pay for the balance. You understand that we are not liable for any other 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. We will endeavour to rematch you within a reasonable timeframe; however, if we are unable to rematch you with a new host family we may terminate this agreement. We 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 our re-match programme that you may need to participate in mediation with your host family.

We reserve the right to withdraw our re-match policy if you have breached any of the term and conditions as set out in this agreement.

You may be eligible for rematch with another host family if:

- a) your host family breaches any terms or conditions set out in their agreement with us;
- b) you resign from your employment, citing justifiable reasons for your resignation, but wish to remain in our programme;
- c) you fail to meet the reasonable expectations of your host family as an employee;
- d) you are unhappy in the employment of your host family; or
- e) your host family no longer requires your services as an au pair and terminates your employment or their agreement with us.

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 by us. You are not eligible for re-match if you have breached any of the terms or conditions as set out in this agreement, or we deem rematch inappropriate in your situation.

Au pairs on our Private Support programme are not eligible for the benefits set out in this clause of this agreement. If you do meet the criteria set out in this clause and not breached any of the terms or conditions set out in this agreement, we will endeavour to rematch you with a new host family.

7. Accuracy of information

We will take all reasonable care to avoid any inaccuracies in the information provided in our materials.

8. No provision of legal advice

We do not purport to offer legal advice concerning any aspect of your employment relationship with your host family, either in this agreement or in general advice provided in any format. 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.

9. Cancellation or termination of our services

9.1 Cancellation of services by you

You may terminate this agreement by providing us with 4 weeks written notice if

you wish to exit our programme. If you terminate this agreement:

- a) You can no longer reside with your host family or remain as their employee or reside in their home or any other property owned by the host family
- b) You must pay any cancellation charges that are due
- c) You will not be eligible to receive your completion bonus

9.2 Cancellation of services by us

We may terminate this agreement and remove you from your employment immediately in the following circumstances:

- a) we have reasonable cause to believe your safety and wellbeing with the host family is at risk.
- b) we have reasonable cause to believe that you or your host family are engaged in any illegal or inappropriate behaviour.
- c) you fail to comply with Ministry of Education requirements and documentation required by us in accordance with clause 3.8.

9.3 Cancellation charges

If you no longer require our Services and exit our programme prior to the commencement of the placement term, you are liable to pay us cancellation charges prior to leaving New Zealand. These cancellation charges will be invoiced to you at the discretion of Au Pair Link and are as follows:

- a) If you terminate this agreement within the first half of your placement, the cancellation charge is \$500
- b) If you terminate this agreement after the first half of your placement, the cancellation charge is \$250

If Au Pair Link organised your flights or insurance to New Zealand, you also agree to pay any applicable flight cancellation charges as per the relevant airline policy. You also understand that insurance fees are non-refundable when organised via Au Pair Link.

10. General

10.1 Ending services

We may cease providing all or part of any Services 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 4 weeks' notice of any intended cessation of our Services under the clause. If you do not accept any changes to our Services, you may terminate this agreement without penalty or any cancellation charge by providing written notice to us within the 4 weeks' notice period.

10.2 Contact with our 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 or forward to another party any of the previous families and their relevant contact information presented to you by us unless we give you prior written permission.

10.3 Expected timeframes

We cannot guarantee your placement or re-match with a family within a certain timeframe. External factors (such as available flights, visa approval etc) prohibit us from being able to guarantee a specific date or timeframe in which you may depart for 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.

10.4 Damages, accidents and insurance

We will not be liable for loss or accidental damage caused by you during your placement term. Furthermore, you will agree to:

- a) Pay 100% of damages (not exceeding more than \$1,500.00) to your host family for their car if you are responsible for (at fault in) an accident outside of working hours. You understand that you are only required to pay for the insurance excess or the repair cost if it is less than the stipulated excess.
- b) Pay 50% of damages to your host family for their car if you are responsible for (at fault in) an accident during working hours. You understand that you are only required to pay for 50% the insurance excess or the repair cost if it is less

than the stipulated excess. If your host family has failed to add you to their insurance plan that it is their responsibility to pay for any damages.

c) Report all damages and mechanical issues relating to the car you are responsible for to your host family; and we are not responsible for any losses, accidents or any other incidents that may occur whilst you are in the employment of your host family. You understand that you are solely responsible for any debts that you may incur during your placement term and stay in New Zealand.

10.5 Confidentiality

You agree not to make any malicious, false, misleading or defamatory written or verbal statements about us. Both parties must always keep Confidential Information that is shared between you and Au Pair Link 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.

Au Pair Link (or its licensors or suppliers) owns all intellectual property rights in and to its programmes, curriculum and associated materials. You may only use the programmes, curriculum and associated materials that are provided by Au Pair Link to you in accordance with the terms of this agreement or as otherwise expressly notified to you by Au Pair Link. Au Pair Link's programmes, curriculum, communication books and other related information that you may have access to during the course of your relationship with Au Pair Link, including passwords, and online resources, are confidential and protected under New Zealand copyright law.

Our host family and au pair information is strictly confidential and must not be disseminated to any third party or used for any other purpose than for which it was provided unless with the other party's written consent.

You accept liability for any breach of confidentiality.

This clause survives termination or expiry of this agreement.

10.6 Your information and photos

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 provided 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.

Au Pair Link is a part of the wider Evolve Education group. You consent to the transfer of information between entities in the broader Evolve Education Group for the purpose of enabling educational support to come from PORSE or other possible groups within the Evolve Education Group.

10.7 Supply by our related companies

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

10.8 Governing law

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

10.9 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.

10.10 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.

10.11 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.

10.12 Placements with PORSE

If your host family's home is outside of the Au Pair Link Ministry of Education licenced areas you may be placed with our sister company PORSE In Home Childcare (NZ) Limited ("PORSE").

PORSE is a licenced national Home Based ECE service. PORSE while being very similar to Au Pair Link has its own systems, processes and early childhood education programme. Au pairs who are placed with PORSE will be required to sign and comply with PORSE terms and conditions as well as complying with Au Pair Link's terms and conditions.

"Au Pair Link" "We" "Us" or "Our" also means PORSE In Home Childcare (NZ) Limited. Any differences between the PORSE and Au Pair Link terms and conditions, the PORSE terms and conditions will prevail.

10.13 Amendments to these terms and conditions

From time to time, we may need to make amendments to these terms and conditions. We will notify you of any material changes by electronic newsletter.

If these amendments result in detriment to you, you may terminate this agreement without penalty or any cancellation charge by providing written notice to us within one month (except in the case of amendments resulting from a change in the law or regulatory requirements).

11. Definitions and interpretations

"Agreement" means your Au Pair Link Au Pair 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 and also means PORSE In Home Childcare (NZ) 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.

"Child related duties" means any task specifically related to the care and education of children.

"Cluster" means a group of our au pairs in close proximity to your location in New Zealand.

"Completion bonus" means the amount paid to you by your host family upon completion of the placement term.

"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.

"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. The maximum placement term is 12 months. This term is measured from the time you arrive in New Zealand (including orientation if applicable). You must agree on the length of the placement term prior to matching with a host family (e.g. 3, 6, 9 or 12 months).

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) use of the words “includes” and “including” shall be construed as meaning without limitation; and
- e) a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time.