

AU PAIR LINK – HOST FAMILY GENERAL TERMS AND CONDITIONS

1. FAMILY RESPONSIBILITIES

1.1. Cooperation.

You will provide reasonable cooperation to enable us or our agents to place an Au Pair in your family and understand that your cooperation will help assist in a quick and expedient placement. You also agree to provide us or our agents with your reasonable cooperation throughout the Placement Term if, or when, mediation or other such services are provided by Au Pair Link to you. This includes cooperation with 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 in your application form and all information provided by you to us regarding your family 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 your family and house.

1.3. Offer of placement.

You agree to only offer a placement in your family to an Au Pair with whom you have spoken to personally via the telephone and had correspondence with via email. You understand that it is your sole responsibility to carefully choose among the Au Pair candidates presented to you by us and as such make an offer of placement. Au Pair Link accepts no liability resulting from the choice of candidate that you make.

1.4. Review of documentation.

You agree to review all the material provided by us prior to the arrival of your Au Pair. You also agree to review all relevant material upon the arrival of your Au Pair including, but not limited to, visa and other such eligibility documentation. You understand that we are not liable for any inaccuracy in the documentation provided by us involving the placement of your Au Pair. However, we will take reasonable caution to avoid any inaccuracies from occurring.

1.5. Required documentation.

You agree to complete all documentation and forms required by us including but not limited to child enrolment forms, ECE attestation forms, child attendance sheets, other relevant Ministry of Education forms and documents and Police Vetting forms. You understand that failure to complete such required documentation could result in the termination of this Agreement and supply of Services by us.

1.6. Employment and tax.

You understand that your Au Pair is your direct employee and not the employee of us. The Au Pair that you select to join your family will be employed by you personally for the duration of their stay with you. As your employee the Au Pair will be entitled to all the benefits and rights that a normal employee enjoys under New Zealand law. You also agree that:

- a) You are liable to pay all relevant taxes and levies for your Au Pair (e.g. PAYE, ACC) in accordance with all New Zealand tax legislation and regulations. You understand that we will not be held liable for any penalties or charges that may occur from non payment or you not following correct tax process;
- b) Your Au Pair will be entitled to paid Annual holidays and Public holidays as set out in the Holidays Act;
- c) You will provide your Au Pair with board, meals and lodging – consisting of a separate room that is approved by us as suitable;
- d) Your Au Pair is not to work more than 45 hours per week or a maximum of 10 hours per day unless you negotiate additional babysitting hours directly with your Au Pair at their sole discretion.
- e) If your family is enrolled in our Au Pair 123 or Au Pair Whiz programmes your Au pair must work a minimum of 30 hours per week;
- f) If your family is enrolled in our Au Pair Assist programme your Au Pair must work a minimum of 20 hours per week;
- g) We reserve the right to terminate your employment relationship with your Au Pair if any of the terms and conditions of this Agreement are breached by you;
- h) Your Au Pair is to be employed by you for the entire duration of the Placement Term e.g. 52 weeks for a 12 month term. If you go on holiday etc you must continue to provide your Au Pair with room, board, meals and the standard remuneration as set out in this Agreement;
- i) Your Au Pair can only be employed by you through our facilitation and under this Agreement. Should you no longer require our services and terminate this Agreement your Au Pair can no longer reside in your home or be employed by you;
- j) At the end of the Placement Term you will take all reasonable measures to ensure that your Au Pair is no longer employed by your family, unless you obtained written permission from us, and that they return to their home country in accordance with the rules stipulated by their visa.

We do not purport to offer legal advice concerning any aspect of your employment relationship with your Au Pair, 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 Au Pair.

1.7. Payroll Services.

Au Pair Link can provide you with Payroll Services for your Au Pair. Should you join our Payroll Service, you will be required to pay Au Pair Link the gross Au Pair wage each week in advance instead of your Au Pair directly. Au Pair Link will then calculate the correct net wage and PAYE tax and pay your Au Pair accordingly. If you enrol in our Payroll Service Au Pair Link will file all your PAYE returns on your behalf as a PAYE Bureau. Non payment or late payment to Au Pair Link will result in your Au Pair not being paid or paid on time. We reserve the right to terminate our Payroll Service to you as a result of late or non payment.

1.8. Work environment.

You agree to provide a safe and caring environment for your Au Pair. You acknowledge that, as a live-in employee, your Au Pair must be treated with an appropriate level of respect. You also agree to ensure that your Au Pair has an appropriate degree of privacy including:

- a) access to their own separate and private bedroom;
- b) the ability, either at the Au Pair's or your expense, to make phone calls, send emails or generally communicate with family and friends; and
- c) to have fair and reasonable access to all household amenities, food, drink and other such necessities.

1.9. Dismissal of your Au Pair.

You agree to follow correct procedure prior to the dismissal of your Au Pair in accordance with the laws of New Zealand. This includes the use of both verbal and written warnings before your Au Pair can be dismissed, unless there is just cause for immediate dismissal (serious misconduct) or dismissal on notice. Grounds for dismissal may include but are not limited to the following:

- a) smoking on your property;
- b) physically hitting or spanking the children; and
- c) breaching any other New Zealand law such as theft, or drug taking.

If you have concerns that the Au Pair may have committed an act of misconduct or serious misconduct, you agree to seek our advice. Following our advice, if there is not just cause for the immediate dismissal of your Au Pair you agree to enter a process of mediation with the Au Pair conducted by us.

1.10. Communication and mediation.

You agree to discuss your household rules, timetables, routines and methods of child discipline with your Au Pair upon their arrival. You understand that regular and open communication with your Au Pair 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 Au Pair 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 monitor the performance of your Au Pair in your home and notify us immediately if any problems or issues are identified by you.

1.11. Termination of employment.

You must give at least 4 week's written notice to your Au Pair if you wish to terminate your employment relationship with them. You must have justifiable cause to terminate your employment relationship with your Au Pair. Immediate dismissal of your Au Pair can only be enforced as per clause 1.9 of this Agreement. If you terminate your employment relationship with your Au Pair and exit our programme you may be liable to pay us cancellation charges as outlined in this Agreement. You must also pay your Au Pair their Completion Bonus for the period they have been employed with you e.g. a prorated amount for the total length of stay in your family.

1.12. Termination of employment at our direction

Should we form the view, in our sole and absolute discretion, that your Au Pair should be removed from your employment (and therefore from your accommodation), for whatever reason, then you agree to terminate the Au Pair's employment prior to the expiry of the Placement Term. In that event, you shall provide the Au Pair with 4 weeks' written notice paid in lieu. For the avoidance of doubt, you agree that we do not require your consent or the Au Pair's consent to require you to take action under this clause nor do we need to provide the reasons for the termination to you or the Au Pair except as required at law.

1.13. Responsibility for safety.

You agree that you are responsible for your Au Pair's safety and wellbeing. As an employer, you will also be responsible for complying with all applicable laws for maintaining safe premises, and in particular will comply with the Health and Safety in Employment Act 1992 and all regulations and codes of practice made under that Act. You also agree to comply with all relevant Ministry of Education guidelines and our programme requirements.

You also agree that you are ultimately responsible for your children's safety and wellbeing. You acknowledge that your Au Pair is not a trained child care professional and as such cannot be held accountable for the ultimate safety and wellbeing of your children.

Whilst we carefully screen and check our Au Pair candidates we will not be held liable for any injury, damage or mishap occurring whilst the Au Pair is in your employment.

1.14. 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 your Au Pair. 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 or your family act in any way that is deemed inappropriate by us, we have the right to take the following actions:

- a) immediately remove the Au Pair from your family without notice or consent from you;
- b) terminate this Agreement; and
- c) report any illegal activities or abuse to the proper authorities such as the New Zealand Police.

You agree that Au Pair Link has the right under this Agreement to immediately remove your Au Pair and terminate this Agreement if we have reasonable cause to believe that you or your family are engaged in any illegal or inappropriate behaviour. "Reasonable cause to believe" can include, but is not limited to, a verbal or written statement from your Au Pair concerning alleged illegal or inappropriate behaviour. Due to the sensitivity of such allegations you understand that that Au Pair Link has the right to remove your Au Pair from your family without notice or consent from you, regardless of the eventual outcome concerning the

allegations made. Furthermore, you agree that we will accept no liability for actions taken by us as stipulated in this clause.

1.15. Illegal activity.

You understand that it is a breach of this Agreement if you or your family conduct any illegal activity during the Placement Term, including the taking or possession of any illegal substances. A breach of this clause will result in the immediate removal of the Au Pair from your employment and the termination of this Agreement.

1.16. Programme participation.

You are required to comply with all our programme rules and requirements. You agree to fully participate in our programmes and to ensure that the Au Pair, as your employee, also fully participates in our programmes; including all curriculum requirements, teacher visits, professional development and attending all activities, playgroups and events as required by us. You further agree to complete and sign our Ministry of Education programme enrolment form if required by us. You will also review and sign weekly individual child attendance sheets for your Au Pair that they are required to complete and submit to us monthly. It is considered a breach of this Agreement if you do not fully cooperate, in good faith, with our programme rules and requirements.

1.17. Ministry of Education requirements.

You agree to abide by all Ministry of Education requirements as part of our home based early childhood education programmes. You understand that failure to meet Ministry of Education requirements may result in our Services being withheld or terminated; this includes access to government subsidies such as 20 Hours ECE. You also agree to abide by our policies and procedures in relation to home based childcare.

1.18. Notification of changes.

You must notify us within 10 business days of any change that you make to your 20 Hours ECE subsidy claim including any hours that you claim through other early childhood education providers. It is your responsibility to ensure that you are claiming the correct number of hours and that those hours do not overlap at multiple providers. You must also notify us within 10 business days if you change your Au Pair's standard working hours or change the child enrolled hours as per the child attendance sheets that are submitted to us.

2. CHARGES AND FEES

2.1. Our fees.

You will pay all charges in relation to the Services we provide to you under this Agreement, plus any applicable goods and services or similar taxes. Our Host Family fees and charges include:

- a) Au Pair 123 Enrolment fee. A \$575.00 GST inclusive one-off fee per Au Pair placement. Invoiced upon the Offer of Placement being accepted and to be paid within 7 days.
- b) Au Pair Whiz Enrolment fee. A \$1500.00 GST inclusive one-off fee per Au Pair placement. Invoiced upon the Offer of Placement being accepted and to be paid within 7 days.
- c) Au Pair Assist Enrolment fee. A \$375.00 GST inclusive one-off fee per Au Pair placement. Invoiced upon the Offer of Placement being accepted and to be paid within 7 days.
- d) Au Pair Mate Enrolment fee. A \$900.00 GST inclusive one-off fee per Au Pair placement. Invoiced upon the Offer of Placement being accepted and to be paid within 7 days.

You understand that failure to pay any of the stipulated charges in this clause can result in the immediate removal of your Au Pair by us and the termination of this Agreement.

2.2. Au Pair wages and bonuses.

The minimum net, or after tax, weekly wage paid by you to your Au Pair is:

- a) The Au Pair 123 programme wage, paid directly by you to your Au Pair, is \$180.00 per week for 30 hours of work per week, \$190.00 per week for 35 hours of work per week, \$200.00 per week for 40 hours of work per week or \$220.00 per week for 45 hours of work per week.
- b) The Au Pair Whiz programme wage, paid directly by you to your Au Pair, is \$260.00 per week for 30 hours of work per week, \$280.00 per week for 35 hours of work per week, \$300.00 per week for 40 hours of work per week or \$320.00 per week for 45 hours of work per week.
- c) The Au Pair Assist programme wage, paid directly by you to your Au Pair, is \$120.00 per week for 20 hours of work per week, \$150.00 per week for 30 hours of work per week, \$160.00 per week for 35 hours of work per week, \$180.00 per week for 40 hours of work per week or \$200.00 per week for 45 hours of work per week.
- d) The Au Pair Mate programme wage, paid directly by you to your Au Pair, is \$120.00 per week for 20 hours of work per week, \$150.00 per week for 30 hours of work per week, \$160.00 per week for 35 hours of work per week, \$180.00 per week for 40 hours of work per week or \$200.00 per week for 45 hours of work per week.

You must also pay your Au Pair a Completion Bonus in recognition of a successful Placement Term and as a contribution toward the return flight home of your Au Pair. The Completion Bonus is not payable where the Au Pair's employment is terminated (or the Au Pair has been provided notice that his/her employment will be terminated) for misconduct or serious misconduct. You must agree on the length of the Placement Term prior to matching with an Au Pair (e.g. 6, 9 or 12 months). The Completion Bonus is \$20 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 (\$20 x 52 weeks). The Completion Bonus is paid at the end of the Placement Term by the Host Family to the Au Pair.

It is your responsibility to ensure that you pay your Au Pair in accordance with this Agreement. Non payment or late payment of Au Pair wages is a breach of this Agreement and grounds for the immediate removal of the Au Pair from your employment and the termination of this Agreement.

You understand that it is the responsibility of your Au Pair to pay any additional expenses that may be incurred throughout the duration of their employment with you. We will not be held liable for any expenses or costs that are incurred by your Au Pair.

2.3. 20 Hours ECE subsidy.

20 Hours ECE (Early Childhood Education) is a Government subsidy available to 3, 4 and 5 year old children enrolled in licensed, and participating, Ministry of Education Early Childhood Education providers such as Au Pair Link.

Each 3, 4 and 5 year old child, within a licensed region, is eligible for the subsidy for up to 6 hours a day and up to 20 hours per week. Your children become eligible for the subsidy when they turn 3. The subsidy finishes when they turn 6. However, your child cannot receive the 20 Hours ECE subsidy if they are attending school.

Your children can receive the 20 Hours ECE subsidy at multiple ECE providers. Nevertheless, you will need to ensure that no more than 6 hours per day or 20 hours per week is being claimed in total. Furthermore, the hours claimed through each ECE provider cannot overlap. You must notify us of any changes you make concerning claiming the 20 Hours ECE subsidy immediately as per clause 1.18 of this Agreement.

The 20 Hours ECE subsidy will not be paid in arrears and will only be paid from the date the ECE attestation form is signed and the child is enrolled and eligible for 20 Hours ECE. 20 Hours ECE is not paid on public holidays, during Au Pair annual leave or Au Pair sick leave. How the subsidy is paid and the value of the subsidy will be determined by us and is subject to change. You must also record and disclose all weekly Au Pair wage payments to us if you receive the 20 Hours ECE subsidy for your child or children.

2.4. Payment.

Unless otherwise agreed, you must pay all undisputed fees by the date specified on the invoice, or if no date is specified then within 7 Business Days of the invoice date. Payment may be made by cash, cheque, bank transfer, internet banking, and credit card via PayPal or as otherwise agreed with us.

2.5. Disputed fees.

If you dispute a fee in good faith, you may withhold payment of that fee if you:

- a) pay all undisputed fees by the due date, or if no due date is specified within 7 Business Days of receiving the relevant invoice;
- b) provide us with a written explanation of the reasons for your dispute of the Fee within 5 Business Days of the date of the relevant invoice; and
- c) cooperate with us to promptly resolve the disputed fee.

If we determine, in good faith, that the disputed fee does not in fact contain an error, we will notify you and, within 5 Business Days of receiving notice, you must pay the fee. If the dispute relates to billing errors, we may credit or debit, as applicable, the net difference between any discovered overcharge or undercharge.

2.6. Late payment.

All fees not subject to a genuine dispute that are unpaid 20 Business Days after the due date, or 5 Business Days after our notice under clause 2.5 in the case of a disputed fee that we have determined does not in fact contain an error, may be referred to a collection agency. Alternatively, we reserve the right to terminate this Agreement and remove the Au Pair from your employment if payment has not been made.

2.7. 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.

2.8. 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 the removal of your Au Pair for late payment or non payment, 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.

2.9. Cancellation of services by you.

If you no longer require our Services and the services of your Au Pair you may terminate this Agreement in writing. You must give 4 weeks notice in writing to us if you wish to cancel our Services and this Agreement and pay all outstanding invoices accordingly.

You understand that if you cancel this Agreement your Au Pair must not continue working for you or your family. Furthermore, should you no longer require our Services you acknowledge that your Au Pair can no longer reside in your home or any other property owned or leased by you. Cancellation charges may apply as per clause 2.11 of this Agreement.

2.10. Cancellation of services by us.

If we terminate this Agreement due to a breach of the Agreement by you then you are liable to pay all outstanding invoices to us. We are not required to give you notice in terminating this Agreement if you have breached any clause that stipulates immediate termination of this Agreement. In all other instances we may terminate this Agreement by providing you with 4 weeks written notice.

2.11. Cancellation charges.

If you no longer require our services and the services of your Au Pair part way through the Placement Term you are liable to pay us

cancellation charges. These cancellation charges will be invoiced to you at the discretion of Au Pair Link and are calculated as follows:

- a) 50% of the amount of any fixed fee or monthly fees otherwise payable by you for the Services (or part of the Services) cancelled, from the date of cancellation to the end of the Placement Term; plus
- b) reimbursement to the Au Pair for flights booked and paid for as well as visa and medical expenses and any other costs incurred in organising to come to New Zealand (if you cancel prior to the arrival of your Au Pair in New Zealand).

You also agree to pay your Au Pair their Completion Bonus as stipulated in clause 2.2 of this Agreement if you cancel our Services and those of your Au Pair prior to the end of the Placement Term. All outstanding invoices must be paid in full to us upon cancellation of this Agreement. You are not liable to pay cancellation charges if you have just cause for immediate dismissal as set out in clause 1.9 of this Agreement.

3.12. Changes to fees.

We may change the fees:

- a) if we agree to change the Services provided at your request;
- b) on 1 month's written notice to you.

3. GENERAL

3.1. Our programmes.

We offer four distinct programmes that a Host Family 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 1 child under 5. The Au Pair 123 programme is only available in Au Pair Link Ministry of Education licensed regions.
- b) The Au Pair Whiz programme is our professional, qualified Au Pair programme for children of all ages. An Au Pair Whiz has 2 years minimum childcare experience or a related degree.
- c) The Au Pair Assist programme is our short term mother's help programme for families with at least 1 child under 5. The Au Pair Assist programme 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 an 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.

3.2. Our guarantee and re-match policy.

We will replace your Au Pair and waive the new enrolment fee for up to 3 months (only up to 1 month on the Au Pair Assist programme) from the start of the Placement Term should your existing Au Pair fail to meet reasonable expectations and after mediation has been conducted in good faith by both parties. Au Pair Link reserves the right to withdraw this offer should you or your family have breached any of the terms and conditions as set out in this Agreement. We will endeavour to re-match you within a reasonable timeframe; however, if we are unable to re-match you with a new Au Pair we may terminate this Agreement.

3.3. 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 of our Services under this clause.

3.4. Contact with our Au Pairs.

We may provide you with multiple Au Pair candidate 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, pursue or forward to another party any of the previous Au Pair candidates and their relevant contact information presented to you by us unless we give you prior written permission.

3.5. Expected timeframes.

We cannot guarantee placement of an Au Pair within your family inside a set timeframe. External factors (such as available flights, visa approval etc) prohibited us from being able to guarantee a specific date or timeframe in which your Au Pair will arrive in 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 or placement process. You acknowledge that any expected timeframe for placement given by us is indicative only and not binding.

3.6. Damages, accidents and insurance.

We are not liable for any damages or accidents caused by your Au Pair. Furthermore, you will agree to:

- a) Fully insure your car for the Au Pair if they will be driving your car whilst employed by you. Third party insurance is not an acceptable level of insurance. If you do not have car insurance that covers or includes the Au Pair, you will be held completely responsible for any accidents and associated costs that occur while the Au Pair is driving your car during the Placement Term;
- b) Pay 50% of the excess insurance charges as stipulated by your insurance company if your Au Pair is at fault in a car accident and the accident has occurred inside working hours. If the accident has occurred outside working hours and your

Au Pair is using the car for personal use, the Au Pair is expected to pay 100% of the stipulated excess insurance charges.

We are not responsible for any losses, accidents or any other incidents that may occur whilst the Au Pair is in your employment. You understand that the Au Pair is solely responsible for any debts that they may incur during their Placement Term and stay in New Zealand.

3.7. Release of claims against us.

You unconditionally release us from any claims for damage, injury, loss, or expense of any sort incurred in connection with the participation of your family in our programmes and your selection of an Au Pair to stay in your home. This release includes, but is not limited to, liability for any intentional or negligent acts or omissions by your Au Pair.

3.8. Confidentiality and copyright.

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. Au Pair Link's programmes, curriculum and associated materials are copyright and confidential. Au Pair Link's curriculum, communication books and other customer 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 or protected under New Zealand copyright law.

Our Host Family and Au Pair client 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.

3.9. Customer information and photos.

During your customer relationship with us, 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, send you invoices, 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.

3.10. Supply by our Related Companies.

You agree that services may be provided to you by us or any of our Related Companies. You further understand that your Au Pair may be recruited and screened through a partner agency to Au Pair Link and not Au Pair Link directly. This partner agency may choose to charge your Au Pair a fee; however, this is at the discretion of the partner agency and not Au Pair Link.

3.11. Governing law.

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

3.12. 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.

3.13. 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.

3.14. 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

"Au Pair Link", "we", "us" or "our" means Au Pair Link Limited.

"Agreement" means your Au Pair Link Host Family Agreement i.e. this document.

"Business Days" means Monday to Friday inclusive, excluding national public holidays and provincial anniversaries 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.

"Completion Bonus" means the amount paid to your Au Pair by you 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.

"Customer", "Host Family", "family" "you" or "your" means the customer as identified in the Agreement.

"Placement Term" means the agreed period that you will employ an Au Pair to work in your family. The maximum Placement Term is 12 months. This term is measured from the time your Au Pair arrives in New Zealand (including orientation if applicable). You must agree on the length of the Placement Term prior to matching with an Au Pair (e.g. 6, 9 or 12 months).

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

"Offer of Placement" means you inviting an Au Pair candidate presented by us to work in your employment for the Placement Term.

"Service(s)" means all products and services that we (or any of our Related Companies) provide to you.

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.