



AU PAIR NEW ZEALAND

Au Pair - Family Contract

Codes of Conduct for Au Pairs and Host Families

Au Pair Agreement (Please sign each individual page)

1. I (full name of the au pair), confirm that I have read all written materials provided by the au pair agency in my home country and checked the au Pair New Zealand (division of Linguavision Ltd) website (www.aupairnewzealand.co.nz) for the latest updates and that I fulfil all criteria and agree with all written content. I understand that the au pair programme in New Zealand is a cultural exchange programme, but that I am also an employee (where the host family is my employer) and that by signing this contract, I obey to New Zealand employment law. I understand that any breach of this contract can lead to penalties.
2. I am aware that being an au pair requires a high degree of both responsibility and flexibility and that I must take my duties seriously; I understand that being an au pair is not a holiday alternative. I confirm that I have answered all questions honestly and that all information in the application is true.
3. After confirmation of placement, I shall stay in touch with my host family and discuss with them a suitable arrival date. I shall inform my host family and Au Pair New Zealand of my travel arrangements. I agree not to book my flight and travel to my host family until I have received an official confirmation of placement (signed Au Pair - Host family contract) from Au Pair New Zealand and understand that neither my host family nor Au Pair New Zealand is responsible if I decide to book without informing either party.
4. I understand that Au Pair New Zealand is not responsible for me and my actions in any way before and during my stay, but that they will assist me in having a successful au pair stay.
5. I shall familiarise myself with all (if any) visa requirements. I shall obtain necessary documents (e.g., a valid passport) prior to departure and shall not enter my host family country without a proper visa (if required).
6. I agree to cover all costs for potential (language) courses, travel to and from my host country (unless otherwise agreed upon) and any debts incurred (e.g., telephone bills, etc.). I shall bring emergency funds with me (as recommended by New Zealand Immigration) to pay for unforeseen expenses.
7. I am familiar with and agree to abide by all programme guidelines and conditions, in particular those regarding: the number and distribution of working hours, au pair duties, pocket money, free time, holidays, language courses, transportation costs, insurance, and the termination of the au pair arrangement. I will keep a diary with my working hours and contact both Au Pair New Zealand and my host family if I work more hours than those agreed upon, so I can get paid for these hours or get time off in lieu.

Date:

Name Au Pair:

Signature Au Pair:

8. I will receive 1 week paid holiday for every full 3 months in the host family and I will discuss with the host family when it is suitable to take time off. I understand that if my host family and I decide that I can take off prior to these 3 months, I will not receive any holiday pay and I will need to work the extra time to make up the 3 months before being entitled to holiday pay.
9. Upon arrival in my host country, I shall discuss in detail with my host family the daily or weekly routine and my and their expectations of the au pair programme.
10. I understand that my childcare duties are of prime importance and I shall carry them out responsibly in a caring and considerate manner. If I am uncertain about something, I will contact Au Pair New Zealand and speak to my host family.
11. I shall seek the advice of the host family before administering any form of discipline on the children. Under no circumstances shall I hit the children or leave them alone.
12. I agree to abide by all house rules set by the host family (e.g., use of telephone and facilities within the home, daytime and overnight visitors, curfew, smoking, etc.). During my stay I shall behave in a manner which does not reflect badly upon my host family, both au pair agencies, and my host country.
13. I shall discuss and agree my free time arrangements with my host family well in advance.
14. I shall make a concerted effort to experience the culture of my host country and to learn the language. I shall respect cultural differences and display tolerance towards others.
15. I shall make every effort to resolve any differences with my host family. If I have any problems or questions, which cannot be discussed and resolved with the host family, I shall contact Au Pair New Zealand for assistance in accordance with the procedures advised by my sending au pair agency.
16. If no solution can be reached and I have to leave the host family, I understand that a notice period of 4 weeks must be respected and observed in accordance with programme guidelines unless discussed differently. During this notice period, I shall perform my normal duties and I shall continue to receive room, board and pocket money.
17. If a new host family placement is found for me, I understand that this may involve moving to a different area at my own expense. I also understand that it might not always be possible to find an immediate replacement and that Au Pair New Zealand is not responsible to cover expenses.
18. I understand that I shall be expelled from the programme without compensation and under certain circumstances may have to return home if
 - I fail to abide by this agreement of programme guidelines
 - I have falsified or failed to disclose any material information in my application (e.g., regarding smoking, child care experience, health, etc.)
 - I begin my au pair stay before receiving an official confirmation of placement from the au pair agency or a proper visa
 - I administer corporal punishment to a child
 - I am responsible for repeated problems with host families
 - I disobey the laws of my host country
19. I agree to leave my host country before my visa expires.
20. I shall not undertake any other paid position while I am participant on the Au Pair Cultural Exchange Programme unless agreed upon with the host family.
21. I shall notify the sending au pair agency immediately if there are any changes to the information included in my application.

Date:

Name Au Pair:

Signature Au Pair:

22. Should I decide to cancel my application for the Au Pair Cultural Exchange Programme, I shall inform the sending au pair agency at once.
23. I understand that as a participant of an Au Pair Cultural Exchange Programme I shall behave in responsible manner and respect cultural differences.
24. I understand that it is my responsibility to inform my parents – if I still live at home – that my host family may travel within New Zealand or abroad and might ask me to join and that my parents agree with this. It is not the responsibility of Au Pair New Zealand to inform your parents.
25. I understand that my income tax is paid by my host family and that I need to apply for a tax (IRD) number.
26. The host family has an insurance when I uses the family's car during working hours. However, if I damage the family's vehicle while using it for private use, I will have to pay the excess fee.
27. I understand that this contract is valid between my host family and myself only.
28. If I quit the Au Pair Cultural Exchange Programme earlier than the agreed contract date, I will be liable to pay a penalty fee of:

395 NZD, if the duration of my stay is 1 to 3 months

695 NZD, if the duration of my stay is 3 to 6 months

895 NZD, if the duration of my stay is 6 to 12 months

I agree to have read these pages and accept the Code of Conduct between myself and my future host family and will sign each individual page relating to the au pair part of the contract.

Date:

Signature Au Pair:

Name Au Pair (in full): -----

Host Family Agreement (Both host mother and host father shall sign each individual page)*

1. We* (full name of the host mother and host father) _____ confirm that we agree with the Terms & Conditions of Au Pair New Zealand (a division of Linguavision Ltd) and confirm that we have read all written materials including the website (www.aupairnewzealand.co.nz) provided by Au Pair New Zealand, fulfil all criteria to become a host family and agree with the content. We understand that the au pair programme is a cultural exchange programme and although we are the au pair's employer, we shall treat our au pair as a member of the family and not a cheap domestic help. We also understand that this is a legal employment agreement between ourselves and our au pair only and not between us and Au Pair New Zealand.
2. We confirm that we have answered all questions honestly and that all information in our host family application (including the description of au pair duties and hours) is true.
3. We shall not encourage our au pair to travel to our family before we have agreed a suitable arrival date, prior to a confirmation from Au Pair New Zealand and before our au pair has obtained the correct visa (if required). After receiving confirmation of placement, we shall stay in touch with our au pair and shall arrange to pick him/her up at the nearest airport on their arrival in New Zealand.
4. We agree to pay costs for our au pair as specified in the program guidelines in addition to room and board. We shall give the agreed pocket money allowance as specified in the programme guidelines and this will be paid weekly in arrears. The pocket money will be ----- NZ \$/ week net. Any extra hours on top of the agreed hours — it is the au pair's right to accept or decline this — shall be paid at the current minimum wage, which is 15.75 NZD per hour (this is the gross amount from which you will deduct the correct tax and pay to IR) or by time off in lieu the week following. We shall discuss with our au pair and agree that they will keep a weekly time table of hours worked.
5. We will pay our au pair 1 week paid holiday for each full 3 months (s)he works for us. We will discuss with our au pair when (s)he can take time off. Our au pair can also take time off prior to these 3 months if that does not interfere with our childcare needs and without payment and are aware that they will have to work extra (until they have worked the full 3 months) for being entitled to receive holiday pay. We also agree to calculate the number of days our au pair is entitled to get off and paid, when the stay is shorter than 3 months.
6. We are familiar with and agree to abide by all programme guidelines regarding the number and distribution of working hours, au pair duties, pocket money, free time, holidays, car excess and the termination of the au pair arrangement, and any other related conditions.
7. We shall discuss with our au pair in detail our and their expectations of the au pair arrangement, including a written or verbal explanation of the weekly or daily routine, their precise duties, time off, advice on handling the children and any house rules prior to their arrival.
8. We are aware that the au pair will need time to adjust to his/her new surroundings and responsibilities and shall, accordingly, provide our au pair with a familiarisation period.
9. We will help the au pair to open a New Zealand bank account, apply for an IRD number and make sure they get a New Zealand sim card. We will also assist them with driving lessons (either privately or through a driving school).

Date:

Name Host Mother:

Signature Host mother:

Name Host Father:

Signature Host Father:

10. We understand that we are inviting the au pair in our home primarily to take care of our children. (80%). We understand that we can ask the au pair to undertake light household duties and make a fair contribution to the cleanliness of the 'common' areas of our home in addition to keeping his/her own room clean and tidy (20%). During the au pair's time off (e.g when older children go to school or the nursery), we agree that our au pair will not have to do extra household chores, unless this has been agreed upon or when this is part of the total working hours. We agree that the au pair can fill in their spare time as they like (within reason).
11. We shall give our au pair regular reports on their progress and performance throughout the stay. If there are any problems, we agree to talk to our au pair and also inform Au Pair New Zealand.
12. We shall set house rules (e.g., use of telephone and facilities within the home, daytime and overnight visitors, curfew, smoking, car use etc) for our au pair and will inform him/her about these prior to signing this contract and confirm these in writing to our au pair.
13. If we for any reason would need to travel and are away from home and leave the au pair in sole charge, we agree to prepare a schedule for our au pair with his/her duties, the hours they will work, make sure there is other help available and agree extra pay and time off well in advance. We will also inform Au Pair New Zealand.
14. We shall discuss and agree the free time arrangements with the au pair well in advance.
15. We shall introduce our au pair to the culture of our country and will assist her in the learning of our language. We shall also ensure that our au pair has the opportunity to visit a language school if she requires this.
16. We understand that as participants of an Au Pair Cultural Exchange Programme we shall behave in a responsible manner and shall respect cultural differences and display tolerance towards our au pair. We agree that if we have a different religion than our au pair and we accept an au pair with a different belief, that the au pair shall not be forced to participate in any religious activities (e.g going to church).
17. We agree to ensure that at all times our children treat the au pair with respect and courtesy.
18. We realise that the success of the Au Pair Cultural Exchange Programme depends largely on our own initiative. We shall try to integrate our au pair into our family life and, should any problem arise, communicate openly with him/her and actively seek a solution and inform Au Pair New Zealand.
19. We shall make every effort to resolve any differences with the au pair. If we have any problems or questions, which cannot be discussed and resolved with the au pair, we shall contact Au Pair New Zealand for assistance in accordance with the procedures advised by them.
20. If no solution can be reached and the Au Pair Cultural Exchange Programme needs to be terminated, we understand that a 4 weeks notice period must be respected in accordance with the programme guidelines, unless you and your au pair have agreed to end your cooperation immediately. During the notice period, our au pair shall perform normal duties and we shall continue to supply our au pair with room, board and pocket money.
21. If we breach the contract or change our mind after we have confirmed the placement in any way, we are responsible for any costs our au pair might have to pay for changing or cancelling their flight, their visa, insurance and other related costs.
22. We also understand that if we change our mind or when circumstances change when our au pair has just arrived, we have to offer her accommodation and pocket money for the 4 weeks notification period (valid from the day the au pair arrives).
23. We understand that we shall be expelled from the programme without compensation and that our au pair will be taken out of your home without a replacement if
 - we fail to abide by this agreement and program guidelines
 - we have falsified or failed to disclose any information in our application

- we accept the au pair in our home before receiving an official confirmation of placement from Au Pair New Zealand
- we are responsible for repeated problems with au pairs

and that we will have to provide the au pair with 4 weeks accommodation, the au pair allowance (s)he was supposed to get and also funds for meals for a period of 4 weeks.

24. We shall notify Au Pair New Zealand immediately if there are any changes to the information included in our application.

25. Should we decide to cancel our application for the Au Pair Cultural Exchange Programme, we shall inform Au Pair New Zealand at once.

26. We understand that we are responsible to pay our au pair's income tax and that failure to do so may lead to penalties.

27. We* (full name of the host mother and host father) _____
and (full name of your au pair) _____ start our cooperation on (date the au pair starts) _____ for a period of _____ months.

28. The approximate hours the au pair will work are:

Monday: From ----- AM until -----AM & From ----- PM until -----PM

Tuesday: From ----- AM until -----AM & From ----- PM until -----PM

Wednesday: From ----- AM until -----AM & From ----- PM until -----PM

Thursday: From ----- AM until -----AM & From ----- PM until -----PM

Friday: From ----- AM until -----AM & From ----- PM until -----PM

Saturday: From ----- AM until -----AM & From ----- PM until -----PM

Sunday: From ----- AM until -----AM & From ----- PM until -----PM

If there are different schedules in place, or you have different hours during school terms and holidays, please advise. This information shall be as correct as possible.

Our Au Pair shall have 2 consecutive days off on: _____

29. We are responsible for our au pair's car insurance if driving is part of their job or if our au pair uses the car in their spare time. Prior to our au pair using our car, we will make sure that we drive together with them or provide driving lessons until we are both confident. We agree that we are liable to pay the access in case the car gets damaged during working hours and shall inform Au Pair New Zealand about the excess in our application form.

Date:

Name Host Mother:

Signature Host mother:

Name Host Father:

Signature Host Father:

30. We understand that this contract is between our au pair and ourselves only and not between ourselves and Au Pair New Zealand.

We agree to have read these pages and accept the Code of Conduct between ourselves and our future au pair and will sign each individual page relating to the host family part of the contract.

Date:

Signature of Host Mother:

Name in full host mother: -----

Date:

Signature of Host Father:

Name in full host father: _____

* For the purpose of clarity, the host family is referred to in this pledge in the plural form. All points are also applicable to single parent host families.