



# TERMS AND CONDITIONS AU PAIR NEW ZEALAND

## 1. Host Family Obligations

### 1.1 Cooperation

The Host Family (hereafter referred to as “HF”, enters a legal agreement with Au Pair New Zealand (Division of Linguavision Ltd, hereafter referred to as “APNZ”) upon receiving these Terms & Conditions.

### 1.2 Documentation

You will read all information, program guidelines and policies provided by APNZ and abide by the terms, conditions and criteria for an au pair placement. You agree to complete all APNZ paperwork including an application form, a police check for anyone in your household who is minimum 18 years old, a letter to your future au pair, photos of your family and house (esp. the au pair’s bedroom), a detailed schedule and house rules. You also sign a weekly time sheet for your au pair — they will keep a note book with their hours. Any extra hours on top of the agreed contractual hours shall be paid at the minimum wage or with time off in lieu (discussed with your au pair the same week).

### 1.3 Accuracy of Information

It is the responsibility of the HF to provide full and accurate information to APNZ in the family profile, accompanying photographs or documents and any other information provided to APNZ. You declare all information provided to us is truthful and complete to the best of your knowledge.

### 1.4 Matching cooperation

The HF agrees with their full cooperation during mediation and the rematching process.

### 1.5 Suitability of the Au Pair

The HF is solely responsible to satisfy themselves as to the suitability of the Au Pair candidates presented by APNZ and to interview applicants by phone, internet or in person thoroughly to ensure a good match prior to making an offer of placement. APNZ accepts no liability for the choice of Au Pair, that you as a HF make.

### 1.6 Cultural exchange

Although you are the Au Pair’s employer, you agree that the Au Pair programme is not only a work placement, but also a cultural exchange where you will treat the Au Pair as a member of the family.

### 1.7 Child safety and responsibility

You understand that APNZ and its related companies and partners have carefully screened and vetted the Au Pair candidate and you agree that we cannot be held responsible for any act or omission of the Au Pair.

You understand and agree that you are responsible for the safety of your child/ren and you understand that an Au Pair is not a trained professional childcare worker and as such you hold the ultimate responsibility for the safety and wellbeing of your child(ren).

### 1.8 Board and lodging provision

The HF agrees to provide the Au Pair with board and lodgings as described on the website, for the duration of the placement. This includes a private furnished bedroom with a suitable window, curtains and heating, all linen, access to a bathroom and all meals and snacks. Boarding and lodgings must be provided for the full placement term, including times you may be away on holiday or you are not able to host the au pair (e.g. due to family visit). You may understand that failure to make these provisions may result in the termination of this agreement.

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You also agree that:

- 1.8.1. The weekly hours will be no less than 20 hours per week and no more than 40 hours per week unless agreed upon beforehand (i.e. before the contract is signed with your au pair).
- 1.8.2. Should the au pair work more hours than those agreed in the Au Pair — Family contract, then the au pair will have time off in lieu the week after or paid the minimum wage minus tax for the extra hours worked.
- 1.8.3. Should the Au Pair terminate the placement prior to the agreed end date, then the Au Pair needs to give 4 weeks notice in writing both to yourself and APNZ and perform her usual duties.
- 1.8.4. Should you terminate the placement prior to the agreed end date, then you need to give the Au Pair and APNZ 4 weeks notice and have them perform their usual duties during this period.
- 1.8.5. Additional work, that is not set out in the contract, shall be discussed with the au pair at their sole discretion. The Au Pair does not need to work more hours than what was agreed in the contract or perform duties that were not part of the job description you provided us with.

## 1.9 Acclimatisation and orientation

The HF acknowledges that the Au Pair will need time to rest and adjust to their new surroundings and responsibilities and will help the Au Pair to make this transition as smooth as possible. During this period, one of the family's primary caregivers will show the au pair the daily routine and explain, assist and demonstrate the Au Pair his/her duties. It is also your responsibility to pay the au pair during this period and help them with opening a bank account, NZ sim card and obtain an IRD number.

## 1.10 APNZ orientation help

APNZ will make sure that your Au Pair becomes part of a network of other au pairs and will call once a week the first month and then once a month. The Au Pair and HF are welcome at any time to talk to us and there is a 24 hour emergency line.

## 1.11 Au Pair — Family agreement

By accepting an au pair's placement, you become liable to follow the terms and conditions as set out in the Au Pair — Family agreement as well. You understand that the Au Pair placed with you is your direct employee and not the employee of APNZ. As your employee, your Au Pair is entitled to all benefits provided under New Zealand Employment law. You agree that you will make sure that you pay your au pair's taxes. We advise you to seek legal advice if you want a formal clarification of any aspect of your employment relationship with your au pair.

You also agree that:

- 1.11.1. You will pay your au pair a net fee as described in clause 2.2.
- 1.11.2. Your Au Pair is entitled to annual holidays and public holidays as set out in the Holidays Act.
- 1.11.3. You will provide board and lodging as described in clause 1.8 and understand that board and lodgings make up part of the Au Pair wage package, is taxable and is provided in lieu of monetary payment of wages.
- 1.11.4. Your Au Pair may not work more than 45 hours per week unless you negotiate extra babysitting with your Au Pair directly at their sole discretion.
- 1.11.5. You understand and agree that your employment relationship is facilitated by APNZ. Should you no longer require our services and terminate this agreement, then your au pair cannot continue to be employed by you or reside in your home.
- 1.11.6. 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.

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## 1.12 Safe and Healthy Work Environment

You agree that you are responsible for the safety and wellbeing of your Au Pair. As their employer you agree to comply with the Health and Safety in the Employment Act and provide a clean and hygienic living environment.

## 1.13 Mediation and Problem Solving

It can take a few weeks for your au pair to settle down and to learn new routines and get used to a new environment. You agree and understand that open communication between you and your au pair is of vital importance to establish and maintain a good working relationship. Should you experience a communication breakdown or different in expectations, it is your responsibility to notify your concerns APNZ immediately. APNZ will talk to you and the Au pair and work on a solution. You agree to enter into mediation in good faith if advised to do so by us.

## 1.14 Abuse, Inappropriate Behaviour and Illegal Activity

APNZ has a no tolerance policy on abuse of any kind; family violence, neglect, bullying, illegal behaviour including drug use and sexual advances toward your Au pair.

APNZ has a no tolerance policy in any physical discipline of children including but not limiting to hitting, smacking, biting or any other form of correctional discipline.

You understand that where we have reasonable cause to believe you or your family have engaged in abusive or inappropriate behaviour or illegal activity that this will result in the immediate removal of the Au Pair from your employment, termination of this agreement and reporting of illegal activities or abuse to the appropriate authorities. You also understand that you will be liable to pay for accommodation and food for your Au Pair for 4 weeks, which is the legal notice period in this and the Au Pair — Family agreement.

You understand that due to the sensitive nature of these allegations we may act to remove the Au Pair immediately and without notice regardless of the outcome of the allegations and you agree that we will not be liable for actions taken by us as stipulated in this clause.

## 1.15 Immediate termination with your Au Pair

You agree to follow the correct procedure in dismissal of your Au Pair in accordance with NZ Employment Law. This includes the use of verbal and written warnings prior to dismissal. Immediate dismissal or dismissal on notice can occur where there is cause for serious misconduct. Serious misconduct includes but is not limited to:

- 1.15.1. Theft or dishonesty
- 1.15.2. Threat of harm or abusive behaviour to the HF, children or the HF's property.
- 1.15.3. Actions which seriously damage the reputation of the HF.
- 1.15.4. Falsified information in the application.
- 1.15.5. Gross misconduct, including but not limited to, alcohol or drug abuse, wilful damage of the property.

You agree to seek our advice first if you believe that your Au Pair has committed an act of serious misconduct. If serious misconduct has not occurred you agree to enter into mediation as advised by us.

## 1.16 Employment termination

Unless agreed together, should you wish to terminate the employment relationship with your Au Pair, you agree to give 4 weeks' notice during which period you will be responsible to provide the Au Pair with board and lodgings as described in clause 1.8. You must have a justifiable cause to terminate your employment.

Instant dismissal can only be undertaken as per clause 1.15 above. Should you terminate your employment relationship with your Au Pair prior to the end of the placement term and exit our programme, you may be liable for cancellation charges as outlined in clause 2.7 below. You must also pay your Au Pair the couple

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tion bonus for the period of time he or she has been employed by you if you have agreed in your application to do so.

## 1.18 Rematching Policy

If an Au Pair terminates his or her placement with you or leaves the programme earlier than anticipated, provided every effort has been made by both parties to resolve any issues, APNZ agrees to offer a replacement Au Pair and waive the placement for the new Au Pair.

A replacement can only be done:

during the first 8 weeks for a placement between 6 and 12 months

during the first 6 weeks for a placement between 3 and 6 months

during the first 4 weeks for a placement between 1 and 3 months

We reserve the right to withdraw this offer if you or your family have breached any of the terms of this agreement, if your plans have changed or if you had a change of mind without a valid reason.

You understand that APNZ is only able to offer a replacement applicant, based on availability of Au Pair candidates and that there may not be a suitable replacement Au Pair available. If no suitable Au Pair is available we will terminate this Agreement. Any offers made to the family will be at the discretion of APNZ.

## 2. Fees

### 2.1 Programme Fee

Registration for the Au Pair programme is free.

The HF understands under this agreement that:

- 2.1.1. A non-refundable initiation fee of 150 NZD shall be paid after receiving an overview of available Au Pairs and their information, but prior to receiving their contact details and full profiles.
- 2.1.2. This fee will be deducted from the Au Pair Placement fee.
- 2.1.3. The initiation fee is valid for 6 months. Before you commit, you get an overview of available au pairs and can then decide to go ahead. If no au pair is found within this time frame, a new fee will be charged.
- 2.1.4. Once the family has received the contact details of the Au Pair, they will be liable to pay the full fee if:
  - 2.1.3.1. they confirm in any way to go ahead with the Au Pair
  - 2.1.3.2. the Au Pair starts working for the HF (even if they do not confirm this to APNZ)
  - 2.1.3.3. the Au Pair starts working for a friend, colleague or family member instead, as a result of the introduction by APNZ

APNZ offers 3 different packages:

- A. The Bronze package costs 395 NZD and covers a placement up to 3 months.
- B. The Silver package costs 695 NZD and covers a placement between 3 and 6 months.
- C. The Gold package costs 895 NZD and covers a placement between 6 and 12 months.

You understand that you will be liable to pay the difference if you sign up for a cheaper package, but continue using the Au Pair's services, even if this is only for a few weeks extra.

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You agree that failure to pay the programme fee will result in additional costs at the HF's expense, including the use of an external debt collecting agency or a lawyer.

Upon confirmation of placement either in writing or through oral agreement, the HF is liable to pay the full placement fee. APNZ will send an invoice, which shall be settled within 5 working days.

## 2.2 Au Pair Wages

The NET pocket money for the Au Pair is as followed:

- 2.2.1. For 20 to 25 hours per week, the Au Pair will receive 125 NZD NET
- 2.2.2. For 26 to 30 hours per week, the Au Pair will receive 150 NZD NET
- 2.2.3. For 31 to 35 hours per week, the Au Pair will receive 210 NZD NET
- 2.2.4. For 36 to 40 hours per week, the Au Pair will receive 210 NZD NET
- 2.2.5. For 41 to 45 hours per week, the Au Pair will receive 250 NZD NET

Any extra hours that the Au Pair works outside the contractual Au Pair — Family Agreement shall be paid at the minimum wage, which is currently 15.75 NZD per hour gross or compensated by time off in lieu.

The HF understands that as the Au Pair's employer, they are liable to pay tax on top of that. We advise to seek help with Inland Revenue or contact us to set up a payroll system.

## 2.3 Changes to Fees

We may change the programme fees at any time and will provide one month written notice to you of any such changes. You also understand that changes to employment laws and our review of Au Pair wage payments and board and lodging rates from time to time can result in changes to the weekly wage amounts. We will provide one month notice in writing of any such changes wherever possible.

## 2.4 Outstanding Payments

If you, the Host Family fail to pay any undisputed fee payable under these terms within the prescribed time-frame, APNZ reserves the right to refer the debt to an external collection agency and will seek reimbursement in respect of any debt collection fees or fees for legal action taken to recover the outstanding amounts due. The HF understands that an additional fee of 10 NZD per day shall be charged for each day a payment is outstanding unless a non-disputed agreement has been reached between the HF and APNZ.

## 2.5 Disputed Accounts

If you dispute a fee, you may withhold payment of that fee provided you notify us in writing within 5 days of receipt of invoice and provided you settle any non disputed fees owing within the prescribed time frame. You agree to cooperate with us to quickly resolve any fee dispute. We will investigate disputed invoices to determine their accuracy upon your written receipt and notify you of the result in writing. Where a fee error is discovered credit or debit will be provided as appropriate. Where there is no error you agree to settle the account within 5 days of written notification.

## 2.6 Cancellation of this Agreement by You

If you no longer require our services or the services of your Au Pair and wish to terminate this Agreement, you may do so by giving 4 weeks' notice in writing provided you pay all outstanding fees and charges accordingly.

You agree that by terminating this Agreement the Au Pair can no longer continue to be employed by you or your family and cannot continue to reside with you or your family. You understand that cancellation of this Agreement by you may attract cancellation charges as outlined in clause 2.7 below.

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## 2.7. Charges for Cancellation

### 2.7.1. Cancellation prior to the Au Pair's arrival in New Zealand

If you no longer require our services and the services of your Au Pair and cancel this agreement after making an offer of placement and prior to your Au Pair's arrival in NZ, you are liable for cancellation charges. Cancellation charges will be invoiced to you at the discretion of APNZ and will include the following:

2.7.1.1 100% of the placement fee plus

2.7.1.2 Reimbursement to the Au Pair for the cost of flights, the Working Holiday Visa, health & travel insurance and other expenses incurred to come to NZ if applicable.

### 2.7.2. Cancellation during the time the Au Pair is in New Zealand

If you no longer require our services and the services of your Au Pair and cancel this agreement prior to the agreed end date on your Au Pair — Family contract, you are liable to give 4 weeks notice and pay your Au Pair's weekly pocket money as well as their entitled holiday pay if they would have stayed for the duration of the agreed stay.

No cancellation charges are charged where an Au Pair is dismissed for serious or gross misconduct as per clause 1.15 above.

## 3. Subsidies

### 3.1 20 Hours ECE

20 hours ECE is a government subsidy for children aged 3, 4 and 5 years old enrolled in a Ministry of Education licensed and participating early childhood education (ECE) service. The subsidy is available to 3, 4 and 5 year old children for up to six hours per day, up to 20 hours a week. Children are eligible for the subsidy from their third birthday though until their sixth birthday or until they begin to attend primary school.

If you wish to apply for 20 hours ECE, please let us know when you sign up so we can get you in touch with our partner agency. You agree that you understand that this offer depends on your location.

### 3.2 WINZ Childcare Subsidy (CCS)

You may be eligible for a Childcare Subsidy if you are the main carer of a dependent child and a New Zealand citizen or permanent resident normally living in New Zealand. Eligibility of the subsidy is dependent on how much you and your spouse or partner earn.

A Childcare Subsidy is normally paid for up to nine hours of childcare a week. In some situations you may be able to get up to 50 hours a week. If you are claiming 20 hours ECE you can't get Childcare Subsidy for those hours. Applications for WINZ CCS need to be made directly to your WINZ office.

We work together with reliable partners. If you wish to apply for WINZ CCS, please let us know when you sign up so we can get you in touch with our partner agency. You agree that you understand that this offer depends on where you are based and the child must be aged 0-4 years and enrolled in an ECE programme for three or more hours a week.

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## 4. Other General Information

### 4.1 Confidentiality and Privacy

During our customer relationship we will collect information about you and your family and may:

- 4.1.1. Hold the information and share it with our employees, partner agencies and related companies and contractors for the sole purpose of delivering our service to you.
- 4.1.2. Use photographs of your children and the Au Pair to promote the Au Pair and Demi Pair programmes, unless you have requested us specifically not to do so.
- 4.1.3. Use testimonials as part of our marketing material, unless you have specifically requested us not to do so.
- 4.1.4. Share information with law enforcement authorities if we believe illegal activity is taking place.

You are able to access and/or correct any information held about you in accordance with the privacy act.

### 4.2 Partner agencies and other companies

You agree that the services provided to you may be provided by APNZ or any of our related companies and partners. You also understand that Au Pair candidates may be recruited and screened by our partner agencies and not necessarily by APNZ directly and that our partner agencies may charge a fee to your Au Pair at the discretion of the partner agency and not APNZ.

### 4.3 Confidential Information Au Pairs

During the course of your customer relationship with APNZ and as part of the matching process, you may be provided with multiple profiles of Au Pairs including contact details and other private and confidential information. You agree that you will not contact Au Pair candidates directly without letting APNZ know or share this strictly confidential information with any third party without our written permission.

### 4.4 Liability

You ensure that the Au Pair is adequately insured for driving any vehicle which he or she is required to drive as part of her duties. You also guarantee that your Au Pair gets enough driving practise with you or a driving school in New Zealand prior to using the vehicle for work purposes. You will be liable for the Au Pair's acts and omissions resulting in any damage occurring during the performance of her duties.

If a HF's vehicle is used by the Au Pair in his or her spare time and any damage occurs during the use of the car, Au Pair will be responsible to pay the excess fee, as advised in the APNZ application form.

APNZ is not responsible or liable for the acts or omissions of any Au Pair whether wilful, negligent or otherwise. The provisions of this clause continue to bind the parties after any placement has ended.

### 4.5 Release of claims against APNZ

You unconditionally release us from any claims for damage, injury, stress, loss or expense of any sort incurred in connection with the participation of your family in our programme 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.



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## 4.6 Change in the Terms & Conditions

APNZ reserves the right to amend these terms and conditions at any time by providing one month's notice in writing. It is the responsibility of the Host Family to check the current Terms & Conditions on the APNZ website. These terms and conditions comprise all the terms between the parties and supersede all prior discussions and agreements.

## 4.7 Governing Law

These terms and conditions are governed by New Zealand law. Where references to statutes occur throughout this agreement these include any amendments, re-enactments or replacements.

## 4.8 Terms and Conditions — Agreement

You understand and acknowledge that in registering your family with APNZ by submitting your family application to us and engaging in our services that you have agreed to the terms and conditions of this agreement. You understand that APNZ facilitates your employment relationship with your Au Pair and you cannot engage in an employment relationship with an Au Pair through APNZ without fully complying with the Terms and Conditions of this agreement.

## 4.9 Definitions used in this agreement

- 4.9.1. “Au Pair New Zealand”, “APNZ”, “we”, “our”, “us” means Linguavision Ltd.
- 4.9.2. “Host Family”, “HF”, “you”, “your”, “yours”, “customer” means you as a customer as identified in the agreement.
- 4.9.3. “Agreement” means the APNZ terms and Conditions for Host Families.
- 4.9.4. “Partners” or “Related Companies” refer to any company that we use to provide services either directly or indirectly.
- 4.9.5. With “Services” is meant all products and services that we or any of our related companies or partners provide to you.
- 4.9.6. “Au Pair — Family contract” means the individual employment agreement defining the terms of employment between you and your Au Pair.