



## Child Care Terms and Conditions

### Host Family Terms and Conditions for Au Pairs/Nanny

Gen122 Limited acts as an introduction agency introducing Au Pairs /Nanny to Host Families in the UK. Engagement of any applicant through the agency constitutes an acceptance of the following terms and conditions whether or not the family application form has been signed by the host family.

1. The agency performs the function of Introducing Au Pairs /Nanny to Host Families, who are subsequently employed by the Host Families, if the candidates are successful. The Host Family will be responsible for the payment of all wages due to the Au Pair/Nanny and are also responsible for carrying out all the relevant checks to confirm the suitability of the candidates. The Agency is able to assist with these checks upon request.

2. The agency's fees are due in full within 48 hours of the acceptance by a prospective Host Family of one of the agency's applicants. An email or text is required from the host family to confirm acceptance of a candidate, a verbal acceptance is also binding and will give rise to a cancellation charge after 3 working days. (See clause 4)

3. The agency's registration fee structure for Au Pair/Nanny is as follows with a £50 non-refundable deposit which should be paid when your registration form is submitted:

4. Each placement involves a fixed cost to the agency, for this reason, once an Au Pair or Nanny has been booked & paid for by the Host Family, no refund will be available. If a Host Family cancels a booking or placement more than 3 working days after having made a firm offer to the Au Pair or Nanny, whether by oral or written Instruction, and after having confirmed this offer by phone or in writing to the agency and agreed to forward the relevant documents and payment, the full fee will become payable.

5. If an Au Pair/Nanny fails to arrive, the agency will offer an alternative applicant without any further charge, ideally within a maximum of 4 weeks for a non-driving candidate and 6 weeks for a driving candidate. If, in the agency's opinion a suitable replacement has been offered and not taken up, no refund will be payable. Should the agency be of the opinion that it has been unable to offer a suitable replacement within this timeframe & the Host Family then decide not to wait any longer for a suitable candidate to become available, the agency may at its discretion offer a 50% refund provided no other factor, in the agency's opinion, precludes this. The agency's decision is final.

6. a. occasionally, for personal reasons outside the agency's control, the Au Pair/Nanny may not stay for the intended time. In this instance a replacement will be offered, to be selected from the Agency's files. However the following replacement criteria will apply:

- For 6 Months Registration: A maximum of one free replacement will be provided.
- For 12 Months Registration: A maximum of two free replacements will be provided

Outside these conditions a new fee will be due though in special circumstances a discount may be given at the agency's discretion. Replacements can only be given if the original placement fee has been paid in full



b. If a placement is extended, the Agency will recalculate the amount due and issue a revised invoice so that the appropriate fee can be charged, the revised introduction will become due and Payable within 7 working days of the date of invoice. If the Au Pair leaves an existing client she cannot be re-employed by the same client or family for a minimum of 2 years. If the Au Pair is re-employed by the family, the family will be liable to pay the agency fees for the duration the Au Pair is required.

7. No refunds or replacements will be payable if, the booking has been cancelled by the Host family because of unreasonable demands by the Host family or unreasonable working conditions or change of job description or change in location or breach of contract by client (whether signed or not) or employment regulations (including pay). No refund will be given if a replacement has been refused.

8. The fees charged by the agency are purely introduction fees and it is up to the Host Family and the Au Pair/Nanny to make the arrangement work through good communications. We cannot guarantee that any Au Pair/Nanny will complete the full duration of his or her stay. We cannot be blamed when an arrangement breaks down as there are too many factors outside our control.

9. Two weeks' notice will be required by either party prior to terminating an arrangement. Once a leaving date has been agreed by both parties, neither side may renege on this to suit their own purposes. Before notice is given, the Host Family is encouraged to give the successful candidate a trial period of at least two weeks and also train/support the Au Pair/Nanny, thereby giving him or her a reasonable chance to improve his or her language, domestic and childcare skills.

10. Reasons for Dismissal. The agency reserves the right not to provide a replacement Au pair/Nanny if it considers the reasons for an Au Pair/Nanny's dismissal to be grossly unfair. For example, a change in an Au Pair/Nanny's plans resulting in an earlier departure date or shorter length of stay than expected is not a valid reason to dismiss an Au Pair/Nanny during the trial period.

11. Where an arrangement has failed through incompatibility or genuine misunderstanding the agency will make every effort to find the Au Pair/Nanny a new family & to offer the host family a replacement Au Pair/Nanny. However in the event of gross misconduct or a serious breach of the terms of employment by the Au Pair/Nanny, he/she may be reported by the Host Family to the relevant authorities or prosecuted by the Host Family.

12. Where in the agency's judgment a Host Family is in breach of the terms of employment laws, the agency reserves the right not to provide a replacement Au Pair/Nanny. The agency considers Serious breaches to include cases where, in its judgment, there has been

- a. Failure to pay the amount of pocket money agreed
- b. Provide a separate room or reasonable accommodation for the Au Pair/Nanny
- c. Unreasonable duties or hours of work
- d. Failure to provide adequate food for the Au Pair/Nanny
- e. Physical or verbal abuse of the Au Pair/Nanny
- f. Lack of consideration & respect for the Au Pair/Nanny as a person



g. A hostile home environment or sexual harassment of the Au Pair/Nanny.

13. A replacement Au Pair/Nanny may also be refused in cases where important information which has affected the placement has been withheld or concealed by the Host Family or if a Host Family has made false, unsubstantiated or malicious accusations against an Au Pair/Nanny or deliberately sought to undermine or harm the reputation of an Au Pair/Nanny, without just cause, or to damage the reputation of the agency.

14. We may also refuse to replace an Au Pair/Nanny if, prior to their leaving the Host Family, we have tried to speak to the Au Pair/Nanny about the reasons for his/her departure but have not been permitted to do so, or if an Au Pair/Nanny gives an account of the Host Family which gives rise to serious concerns about the Host Family's suitability. We also reserve the right to refuse to supply a replacement when any other factor, in the agency's judgment, precludes this. In all such cases no refund will be given.

15. Gen122 Limited cannot in any way be held responsible for the conduct or character of the Au Pair/Nanny and shall not be liable under any circumstances for any loss, damage, expense, claim or injury, howsoever suffered, as a consequence of the introduction or engagement of any Au pair/Nanny introduced by us.

16. The Agency endeavours to provide the Host family with only the most suitable Candidates. However the Host family must satisfy itself as to the suitability of the Candidate prior to making an offer to the Candidate. The Agency does not accept any liability for any kind of inconvenience, loss or damage howsoever arising and whether caused directly or indirectly from an act or omission of a Candidate introduced by the agency. Similarly no warranty is offered in respect of the suitability, honesty, capability or character of any Candidate introduced by the Agency and employed by the Host Family. Candidates are not employees of the Agency. The Host family is responsible for ensuring that their home contents insurance includes cover for Employees and Public Liability insurance for domestic workers, including child careers. The Agency does not exclude or restrict liability for death or personal injury resulting from its negligence.

17. All introductions are made in good faith and information about applicants is made known to prospective Host Families in the strictest confidence. Host Families transferring information supplied by the agency and resulting in the engagement of a candidate by a third party will be liable to pay the full fee for that engagement and these terms and conditions shall apply accordingly.

18. If a Host Family registers with us for a new Au Pair/Nanny and subsequently hires an Au Pair/Nanny we sent to them or discussed with them as a potential match, they will be liable for the full introduction fee no matter how they came into direct contact with the applicant. In other words the Host Family agrees not take on a candidate by or via a third party (other agency, website or similar) if the candidate was put forward by the agency beforehand. If the Host Family does so, the relevant agency fee will become payable.



19. It is the obligation of the Host Family to immediately inform the agency when a Candidate is introduced by the agency who has already been introduced by a third party. If the Host Family does not so inform the agency then it will be presumed that the introduction has been made by the agency and the relevant agency fee will become payable.

20. If an Au pair/Nanny is required to drive in a family, it is up to the family to provide adequate car insurance & driving lessons (if necessary) at the expense of the Host Family. It is the family's responsibility to make sure any car used by the Au pair/Nanny is road-worthy, has an up-to-date MOT. The Au pair/Nanny is not liable for any costs if involved in an accident regardless of their liability. This includes any excess the policy may have. The Agency suggests that an up to date copy of the Highway Code is provided for an Au Pair. We advise that no Au Pair should be expected to drive within one week of arrival in the UK until they have familiarized themselves with the driving ethics of the UK. The Agency cannot be held responsible for any accident in the car involving the Au Pair.

21. The weekly salary structure for Au pairs, Mothers Helpers and Nannies is as follows  
Mothers Help, Nannies & Au Pairs SALARY RANGE

- Live In Au Pairs (Max 25hrs/Wk) From £80 – £100
- Live In Mothers Help From £100 – £150
- Live Out Au Pairs , Au Pair Plus & Mothers Help From £150 – £200+
- Live In Nannies From £250+
- Live Out Nannies From £350+

Holiday Mothers Help, Nannies & Au Pairs SALARY RANGE

- Live In Monday to Friday From £200.00+
- Live In Monday to Sunday From £250.00+
- Live Out Monday to Friday From £300.00+
- Live Out Monday to Sunday From £350.00

NB: The above figures serve as a guide; the amount paid is dependent on factors such as the number of children & hours required to work. Babysitting can be provided on Sunday at an extra cost.

22. All arrival dates are approximate and the Agency cannot be held responsible for an Au pair/Nanny failing to arrive on the date given, resulting in loss of business, employment, etc. All documents remain the property of The Agency. Families engaging a Mother's Help/Nanny are responsible for Tax/N.I. etc. We must point out that families are responsible for Employers' Liability and Public Liability for their Au pair/Nanny and any queries relating to this should be directed to their Insurance Company or Brokers. These Terms are governed by the Laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.