

Terms and Conditions

We the undersigned, have applied to become a Host Family with AIFS Au Pair ("The Program"), offered by the American Institute for Foreign Study (Australia) Pty Ltd ("AIFS") ABN 58 087 638 499. We understand that this is a cultural exchange arrangement in which an Au Pair on a Working Holiday visa (416), or Work & Holiday visa (462) will live with our Family for a minimum of 6 months.

Program Inclusions

AIFS agrees to provide the Host Family with profiles of Au Pairs who wish to be placed with a Host Family. The Au Pair selected by the Host Family will assist the family with childcare and childcare related household duties for a maximum of 35 hours per week. In exchange the Host Family will provide the Au Pair with:

- A cultural exchange experience with their family
- A private fully furnished room
- All meals and expenses normally incurred by any family member
- A weekly stipend
- A completion payment
- At least one week's paid time for the Au Pair to travel
- At least 1.5 free or more days per week
- All expenses relating to the care of the children

Driving

It is the responsibility of the Host Family to assess the driving ability of the Au Pair before granting permission to operate a vehicle. If the Au Pair is required to use a motor vehicle/s, the Host Family will provide comprehensive automotive insurance to cover the Au Pair for use of all vehicles that the Au Pair will use during the placement. In the event of an insurance claim, the Host Family will be responsible for paying any excess relating to that claim.

If the Au Pair causes an accident or damage as a result of negligence, the Host Family agrees to limit any claim against the Au Pair to a maximum of \$1000 regardless of the excess amount listed in the Host Family's insurance policy. If the excess is less than \$1000, the Host Family agrees to limit any claim against the Au Pair to the excess amount listed in the policy. Negligence will be determined only if the accident/damage was witnessed and/or corroborated by an independent third party.

The Host Family will be liable to pay 100% of any damages including any excess if the Au Pair is not listed on the vehicle's insurance policy.

Background Information & Privacy

For the purpose of facilitating the selection of an Au Pair, the Host Family agrees to complete and pay for a National Police Check on all parents/guardians or persons aged 18 years and older residing at the address where the placement will take place. The Host Family agrees for AIFS making reasonable inquiries regarding the suitability of the Host Family to host an Au Pair. Any disclosures made to AIFS by a third party will be handled under the terms of the Australian Privacy Act 1998.

The Host Family understands that AIFS will forward the Host Family's details to its Agents and prospective Au Pairs in order to obtain a placement for the Host Family. By providing information to AIFS, the Host Family consents to the processing of this information in accordance with terms and conditions of the Program and the Australian Privacy Act 1998.

The Host Family confirms that all information supplied to AIFS is accurate and complete.

AIFS takes reasonable precautions to protect personal information from loss, misuse and unauthorised access, disclosure, alteration and destruction.

Child Protection & Safeguarding

AIFS is accredited by ChildWise and is committed to Child Protection and the Safeguarding of Children. AIFS has a zero tolerance to the use of physical force including smacking for the purpose of correction or control of behaviour by the Host Parents/Guardians or the Au Pair towards the child/children. AIFS' Child Protection & Safeguarding Policy and Reporting Framework, Child Protection and Safeguarding Code of Conduct and Complaints & Feedback Policy can be located on the [DOWNLOAD CENTRE](#) page of our website.

It is a legal requirement that your Au Pair completes a *Working with Children Check* or equivalent in the state or territory of their Host Family. Under this Program it is the responsibility of the Au Pair and the Host Family to ensure the *Working with Children Check* is completed. Failure to do so may result in termination of the placement.

Warranty and Problem Resolution

There is no warranty as to the satisfaction or the compatibility of any candidate as an Au Pair for a Host Family.

AIFS will make reasonable attempts to resolve issues relating to the placement however, if AIFS determines that the placement cannot continue, it will provide assistance to the Host Family and the Au Pair. This assistance may include replacement.

In the event that the Host Family wishes to terminate the placement, The Host Family is responsible for accommodating the Au Pair for up to 2 weeks following the termination date. If the Host Family does not wish to accommodate the Au Pair in their home, the Host Family will be responsible to provide the Au Pair with dormitory style accommodation at the nearest youth hostel at the Host Family's expense. Failure to provide accommodation may result in the withholding, or forfeiture of a refund with no provision of a replacement.

In the event that AIFS considers the placement should be rescinded and not continued due to the actions of the Au Pair, it will aim to offer the Host Family a replacement Au Pair for the remaining number of weeks commencing from the start date of the initial placement. Placement of another Au Pair with the Host Family is subject to seasonal availability. AIFS cannot guarantee that a candidate will be available for an immediate start. Most replacement Au Pairs will be located in their home country. The average wait time for these Au Pairs may be more than 4 weeks.

The Host Family agrees to provide one-way transport to their home for the replacement Au Pair.

In the event that a suitable Au Pair cannot be found by AIFS within 4 weeks, please refer to **Cancellations & Refunds**.

Program Fees

The Host Family agrees to pay the Program Fees. Current Program Fees are listed on www.aifs.com.au/aupair-australia/

Service Fee: The Service Fee is due upon receipt of the Application.

Placement Fee: The Host Family will be invoiced the Placement Fee upon confirmation of the placement in writing by AIFS to the Host Family.

Returning Families: The Host Family will be invoiced the Service Fee upon reapplying for a new a placement. The Host Family will be invoiced the Placement Fee less the return family discount upon confirmation of the placement in writing by AIFS to the Host Family.

Fees are subject to change without prior notice.

Cancellations & Refunds

Cancellations requested up to 30 days prior to the scheduled start date: AIFS will refund 70% of the Placement Fee.

Cancellations requested less than 30 days to the scheduled start date: AIFS will refund 50% of the Placement Fee.

Up to 4 weeks of the placement completed – 50% refund of the placement fee.

More than 4 weeks and up to 9 weeks of the placement completed - 30% refund of the placement fee.

More than 9 weeks placement completed - no refund payable.

No refund is applicable to the Service Fee.

All requests for refunds must be made in writing to AIFS.

If AIFS assesses that the discontinuation of the placement is due to a breach of the terms and conditions of the Program, or the Host Family is unable to continue to offer the placement for financial or personal reasons, no refund or replacement will be offered to the Host Family.

If the Host Family declines an offer of replacement, no refund will be owing.

Release of Claims Against AIFS

The Host Family unconditionally releases AIFS from any claims for damage, injury, loss, or expense of any sort incurred in connection with hosting an Au Pair. This release includes, but is not limited to, liability for any intentional or negligent acts or omissions by the Au Pair.

Every effort is made by AIFS to ensure the suitability of the Au Pairs who apply to the Program however responsibility of the Host Family to be satisfied as to the appropriateness of the Au Pair they select for their family. Any offer made to an Au Pair will be made directly between the Au Pair and the Host Family.

AIFS reserves the right to decline a Host Family application.

There is no intention to create an employment relationship with the Au Pair nor is the Au Pair is not an employee or agent of AIFS. It is the responsibility of the Host Family to seek advice regarding their responsibilities as it relates to employment laws, superannuation and taxation. AIFS recommends that families refer to advice on Fair Work's website: https://www.fairwork.gov.au/library/k600086_nannies-au-pairs-employment-status-award-coverage

This Application shall be governed by the law of the State of New South Wales, and any disputes arising under this Application that cannot be settled amicably shall be brought before the courts sitting in the State of New South Wales, Australia.

I/ We understand that this is a legal contract and that we have been advised to seek legal advice if we do not understand its terms. By signing the document, we acknowledge that we have read and understand the provisions, and accept and agree to abide by these terms.

Terms are subject to change without prior notice.