

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to the relationship between the BONAPA au pair agency (to be referred to as “the agency”) and her client (“the host family”). Further regulations are available through the BONAPA WEBSITE @ www.bonapa.nl

Definitions:

Au pair:

A foreign national aged 18 to 26 years old, unmarried, without the duty to care for children in his/her country of origin (to be referred to as “au apair”). This person has been screened according to the BONAPA code of conduct;

Host family:

A family consisting of a minimum of 2 members and possessing adequate consistent means of income in accordance with current law. The host family has been screened according to the BONAPA code of conduct;

The Agency:

An au pair agency that is a member of the Branche Organisation for Dutch Au Pair Organisations. In all cases where an agency mentioned in these terms and conditions, it goes to say that this is the agency that the client has come to an agreement with;

Au pair program:

The host family invites the au pair to come to The Netherlands, consistent with the criteria as set out in the BONAPA regulations.

IND:

Immigration and Naturalization Service (www.ind.nl);

Standards and criteria au pair program:

- a. **An au pair joins a host family as part of a cultural exchange program. In exchange for, amongst others, room and board, pocket money and some secondary benefits, the au pair participates in the day to day activities of the host family. The activities which the au pair can partake in are limited to light household chores (see the list of acceptable light household chores www.bonapa.nl) and/or care for children, without being made fully responsible for these tasks.**
- b. **The host family is not dependant on the au pair and has at all times – when desired– an alternative available for those activities/chores that are expected of the au pair.**
- c. **The host family has a duty to provide for the au pair and will at all times consider the au pair’s well-being and will in no way trespass upon the au pair rules as**

- determined by the Aliens Act of 2000, Aliens Act Implementation guidelines and other relevant rules and legislation.
- d. The host family will, in deliberation with the au pair, draw up an activity/chore schedule, prior to the au pair's arrival with the host family.
 - e. The au pair will carry out the expected activities/chores (including a maximum of 3 nights of babysitting) during a maximum of 30 hours a week, spread out over a maximum of 5 days per week and a maximum of 8 hours per day. Agreeing to more than 30 hours a week is not allowed.
 - f. The au pair is entitled to 2 full days off per week, once a month this must be a full weekend from Friday evenings 8 PM until Sunday evenings 12 PM.
 - g. The au pair is not allowed to perform paid duties outside of the host family.
 - h. The au pair's pocket money amounts to a minimum of € 300,00 per month and a maximum of € 340,00 per month. The maximum amount of pocket money has been determined by the Ministry of Finances.
 - i. The host family sees to it that the au pair has a minimum of a private room in their home. This heated room has at least 1 window that can be opened, furthermore the room contains a bed, a table or desk and a chair, a TV and/or internet connection as well as a desk/laptop, amongst others. An au pair is not allowed to live or be housed at any other address than that of the host family. In such cases, the au pair will lose his/her au pair status and will become a working alien as described under the "The Alien's Employment Act" see note 1.
 - j. The host family offers the au pair daily bath and or shower facilities.
 - k. The au pair joins the host family for a consecutive period of a maximum of 12 months, after which the au pair should return to his/her country of origin.
 - l. The host family agrees to report the au pair's departure immediately to the agency and at latest within 3 days.
 - m. During the au pair's period of residence with the host family, he/she will always act in accordance with the house rules of the family and these house rules will (where possible) apply to all members of the family without distinguishing between the au pair and host family. The house rules will be made known to the au pair prior to his/her arrival in The Netherlands.
 - n. The au pair is entitled to 2 weeks of paid leave per 12 months, or a pro rata portion for a shorter period of stay. The au pair should discuss any agreements with regard to paid leave, well in advance with the host family.

- o. **The au pair should have the opportunity to partake in a course, in accordance with the family, the course will be reimbursed to a maximum of €270 per year.**
- p. **The host family is responsible for paying the travelling costs with public transportation to and from the language course of the au pair.**
- q. **The host family is responsible for procuring the proper insurance for the au pair which should cover a minimum of normal medical expenses, liability and repatriation. The insurance should be taken out by the host family , prior to the au pair's arrival and at least starting on the day of arrival of the au pair.**
- r. **In case of sickness or accident of the au pair, the host family agrees to continue housing and paying and caring for the au pair for at least 14 days and will allow the au pair to seek necessary medical attention in order to recover quickly. In such cases where the medical insurance of the au pair does not cover such medical costs (with the exception of a pre-existing condition) the host family is responsible for paying such costs.**
- s. **Throughout the whole stay of the au pair, the host family remains responsible for providing room and board for the au pair.**
- t. **Agreements between the au pair and the host family are registered in the au pair-host family agreement which must be signed by both parties on the day of the arrival of the au pair.**
- u. **The au pair-host family agreement has a minimum notice period of 2 weeks. Only in case of gross misconduct and/or after permission has been granted by the agency, can the parties deviate from this term.**
- v. **The agency will see to it that the host family and au pair have organized all matters adequately (in writing) prior to the arrival of the au pair in The Netherlands.**
- w. **The host family has an unconditional compulsory duty towards the agency, to inform the agency at once in case of any relevant changes. These relevant changes (first and foremost) include: changes in the composition of the host family; changes in the host family's income and changes concerning the whereabouts of the au pair, such as the departure of the au pair from the host family.**
- x. **Even in case of planned departure of the au pair at the end of her stay with the host family, the host family will/shall at once inform the agency regarding the departure of the au pair from the Netherlands and shall, in case necessary, provide proof sustaining the au pair's departure from the Netherlands.**

NOTE I:

The au pair program has been established according to different factors and criteria; if any of these factors or criteria are violated in any form, there will no longer be a host family-au pair relationship and the au pair will be considered a working alien according to "The Alien's Employment Act" (WAV). In such cases, the host family must obtain a work permit from the correct authorities and at least the minimum legal hourly wages as well as social premiums and employment and other taxes, must be paid.

NOTE II:

The au pair program is based on different legal criteria. Rules and regulations as established in the Aliens Act as well as the immigration rules of the IND are inextricably bound up with the rules and regulations as established by BONAPA.

NOTE III:

An au pair is not a singular replacement for childcare; an au pair participates in the daily activities of the host family so as to become acquainted with a different lifestyle and culture. Participating in ALL daily activities of the host family by the au pair is essential for the au pair program.

NOTE IV:

All BONAPA associated agencies will see to it that terms and conditions of

the au pair program are met; if it comes to light that said criteria are not met or are in fact in violation of program rules, the agency is obliged to refuse further services and to act according to article 6 of these terms and conditions.

Basis for service by an agency:

1. By entering into cooperation with an agency, the host family agrees to all present rules, regulations and terms and conditions, without any exception whatsoever.
2. Even though all the information as provided by the au pair is checked as far as possible/applicable, the agency is not liable in any fashion for the correctness and accuracy of the information and data as provided by the au pair.
3. In the event a Provisional Residence Permit (MVV) or TEV needs to be obtained, this application will be performed by the agency without any exceptions in accordance with regulations as decided by the Immigration Services (IND).
4. The host family is responsible for delivering all documents required for the MVV application complete and on time. These are: all relevant information and documents with regards to income, composition of the host family and property - as far as these are essential for obtaining

an MVV or TEV within the shortened IND procedure. This will be assessed by the agency.

5. **Obtaining an MVV and/or visa and/or residence permit and the evolving costs are all at the host family's own expense and risk.**
6. **The host family agrees to pay both the visa fees and fees for the shortened procedure up front to the agency by means of direct collection or invoice, as determined by the agency and enclosed in the cost overview.**
7. **All information regarding the au pair and the host family must be handled by the agency and/or its agent(s) abroad.**
8. **An agency has the right to replace an au pair with another family if the host family does not adhere to the criteria of the au pair program. In such a case, the agency is under no obligation to offer a replacement au pair to the host family and is entitled to discontinuing the cooperation unilaterally without any form of payment or compensation towards the host family.**
9. **A host family has the right to request a replacement au pair from the agency if the au pair does not adhere to the au pair program and/or there are problems between the host family and the au pair and/or if there is simply no "match" between the host family and the au pair. If such a situation arises,**

the family should immediately contact and inform the agency. The different parties will consult to attempt to come to a solution and a 2 week period notice must be taken into account. During those 2 weeks the agency will try to arrange a new host family for the au pair. If the agency is unable to replace the au pair, the au pair shall return to his/her home and country of origin.

10. **If the au pair opts to terminate the cooperation, a 2 week notice period must also be adhered to. The agency should also be immediately notified in this situation. If replacement is not possible, the au pair will have to pay for his/her own return to his/her home and country of origin with the exception of situations in which the host family did not adhere to program rules, to be decided by the agency. In such situations the host family is responsible for paying for the au pair's return to her/his home country.**
11. **If the host family requests a replacement au pair because of premature termination of the agreement by a previous au pair, the agency is obliged to cooperate. The agency can deny the request if the premature termination of the agreement by the au pair is due to a reproachable mistake by the host family. In the event that more**

than 10% of the duration of the placement has passed, the agency is entitled to charge a mediation fee for the replacement, regardless of the reason of termination of the agreement between host family and au pair.

12. An agency will at all times retain its right to terminate cooperation with the host family without any further motivation. If such termination by the agency takes place, the host family will not be charged any additional costs.

Rights and Duties of the Agency and her Client

13. Once the client and the agency have come to an agreement leading to an assignment, the agency shall commence action to fulfil the assignment. The agency will keep the client informed as to any relevant developments pertaining to, or as a result of the assignment.

14. The agency sees to it that the au pair travels to The Netherlands in accordance with all legal requirements and conditions. This includes informing the au pair (if possible via the agent of the agency in the au pair's country of origin) regarding the criteria of the au pair program. The agency will also inform the au pair in this

manner regarding the necessary documents that are required for a legitimate stay in The Netherlands.

15. An au pair requiring a visa must be in possession of a return ticket (bus/airplane/train) in order to be able to return home at all times to his/her country of origin. Depending on the agreements made, the cost of such a ticket can be borne by either the au pair, the host family or both parties. The above mentioned ticket is valid for a maximum period of 365 days.

16. Within 3 (working) days upon arriving in The Netherlands, the au pair requiring a visa or MVV must be registered at the municipality in the host family's town of residence. The host family will inform the agreement when registration has been finalized with the municipality.

17. Where necessary, the terms and conditions that are a result of the Aliens Act and immigration requirements of the IND, should apply.

18. The agency will keep in contact with client and au pair after arrival and will provide both parties with support in case of questions and/or problems.

19. Au pair and host family will both decide which (language) course he/she wishes to follow; the days and times of such a course will also be established in

harmonious agreement with the au pair and host family.

20. The au pair has the right to participate in the centrally organized “National au Pair days” as organised by BONAPA as well as having the right to attend other events organized by the agency.

21. The IND and/or other governmental institutions can ask the agency to submit information about the host family/ client and the au pair should the governmental institution deems such necessary for the right interpretation of her public tasks. Where necessary, the host family and/or au pair will give permission to the agency to submit requested information.

22. An agency is an organisation that offers its services based on advice and mediation between host families and au pairs. As such, any liability as a result of non-agreement of the au pair and./or client, either towards each other or the agency, is specifically excluded.

23. The agency cannot be held liable for the failure of an au pair to arrive on time. Any costs that are the result of such a delay or cancellation will be fully the responsibility and risk of the

24. Any and all liability of the agency regarding any (financial) or other damage towards the

host family as a result of the actions or stay of the au pair with the host family, is specifically excluded

Fees and rates:

25. The cost for mediation/(re)placement as charged by the agency are one-off. An agency is independently authorised to establish these rates. The current fees of the individual agency are attached to these terms and conditions.

26. The fees of the agency will give insight into the cost of: registration, placement of the au pair, program cancellation by the client, extra services provided, a replacement au pair (where applicable) during the period of cooperation with the current au pair, as well as all other rates and fees that the agency wishes to make known.

27. The following conditions apply for payment fees as charged by the agency :

- **To be determined by the agency and as described on the rates overview of the agency;**
- **An agency can decide to have the complete fee for their services, paid in instalments.**

- 28. An agency is authorized to request a direct debit from its clients.**
- 29. If a client fails to make a full payment of the invoice(s) provided by the agency, this could lead to a delay or cancellation of services and/or arrival date of the au pair. Extra costs as a result of such a delay or cancellation are fully the responsibility of the client/host family.**
- 30. If a client does not meet his/her payment requirements within the set time frame and the agency must send a reminder and/or final notice, the client will be obliged to pay the agency an extra €20 per incident.**
- 31. If the agency is forced to forward an outstanding claim (including the costs of a reminder or final notice) to a third party, the agency is entitled to charge the client a 1.5 % late payment interest fee per month or portion of the month as well as a 15 % collecting fees (with a € 75 minimum). Apart from these claim collecting fees, all other charges incurred as a result of late payment including any necessary legal fees, will be charged to the client.**
- 32. All fees and rates as listed by the agency include value added tax (BTW) as required by law.**

Governing Law:

- 33. If as a result of legislation or legal sentencing one or more provisions of these terms and conditions is considered (partly) null and void, the remaining terms and provisions shall be unimpaired.**
- 34. These terms and conditions are solely governed by Dutch Law.**

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Appendix I: Financial obligations

1. Before accepting an order from the client, House of Orange Au Pairs will come to their house for a personal interview free of obligations.
 2. The client agrees to pay 0,27 Eurocents per return kilometre for a personal interview at their home, calculated via the ANWB route planner from postal code 2596 BW to their home address;
 3. The client agrees to a down payment of €450 for a 12 month placement for an au pair or €500 for a junior nanny, to be paid immediately upon registration. The moment of registration is defined as the moment of returning the signed application form to House of Orange Au Pairs or in case of a returning client, the moment when a telephone or e-mail request has been made to start searching for a new au pair or nanny;
 4. The client agrees to pay the remainder of the mediation costs upon acceptance of an applicant.
 5. The host family agrees to pay a € 1450 or a €750 surcharge for an au pair requiring an MVV. This to be paid upon the IND visa approval of the au pair's visa or in the case of a full time nanny, the host family agrees to pay the remainder of the mediation fee at least one month prior to the arrival of the nanny.
 6. The host family agrees to pay the invoice for handling and charges of the MVV/VVR visa, where applicable, within the 5 days as specified on the invoice en realises that non payment or late payment of this invoice will result in extra costs and delays or even cancellation of their au pair's visa;
 7. All other fees are due within 14 days of the date of invoice, once this term has passed; the client is liable for paying legal interest on all fees. If payment is not received within the specified time frame, the claim will be transferred to Bazuin and partners. All costs, including all collection charges will be forwarded to the host family
8. In the event that the client/applicant wish to cancel their agreement the following applies:
 - In all cases, cancellation by the client is only accepted by the agency if such cancellation is sent in writing by registered mail and includes the reason of cancellation;
 - In the event of client cancellation the client will always be liable to pay the down-payment as described in clause 3. This amount can, at the sole discretion of House of Orange Au Pairs, be transferred to a future placement. House of Orange Au Pairs will not, under any circumstances refund the client for fees already paid;
 - In the event that a client or the au pair or (junior) nanny cancels an agreed arrangement, 21 days or more prior to the commencement date, the remainder of the full mediation fee as invoiced will still be due. House of Orange Au Pairs will not, under any circumstances refund the client for fees already paid;
 - In the event that the client cancels an agreed arrangement, 20 days or less prior to or after the commencement date of the applicant, 100 % of the mediation fee will still be due. House of Orange Au Pairs will not, under any circumstances refund the client for fees already paid;
 - In the event that the applicant cancels an agreed arrangement, either before or after the commencement date, House of Orange Au Pairs will endeavour to find a replacement within 21 days. House of Orange Au Pairs cannot accept instructions to seek other candidates until all fees have been paid. House of Orange Au Pairs will not, under any circumstances refund the client for fees already paid;
 - In the event that more than 10% of the duration of the agreed arrangement has passed, House of Orange Au Pairs is entitled to charge a mediation fee for the replacement, regardless of the

reason of cancellation of the arrangement between client and applicant and regardless of whether the arrangement was terminated by the client or applicant.

- In case of abovementioned cancellation and replacement, the mediation fee will be based on the duration of the placement of the first application and a new fee will be calculated for the placement of the replacing applicant (this is not a pro rata fee but conform the fees as stated on page 11 of these terms and conditions.);
- In case of cancellation and replacement, the whole amount for the visa and visa service (if applicable) will be charged regardless of whether the cancellation falls within the first 10% of the duration of the agreed arrangement;
- In case of cancellation and replacement a surcharge will apply if the replacing applicant falls into a more expensive category as the previous applicant.

9. After an initial 12 month mediation period, the client is entitled to a discount when applying for a consecutive placement. Discounts are given according to the following schedule and only apply to au pair placements of the same kind and only if all payable fees are received within the specified 14 day invoice period.

- 5 % discount for a second 12 month mediation period
- 7.5 % discount for a third 12 month mediation period
- 10 % discount on all subsequent 12 month mediation periods

Please note that these discounts only apply to the basic mediation fee, not to surcharges, to visa costs nor to any other extra costs or fees that may apply.

10. This discount only applies to 12 month mediation fees. Please note that discounts will apply to current fees. In case of an increase in House of Orange Au Pairs fees, the discount will apply to the most current fee. Discounts are only given on the second

mediation fee and not on the down payment.

11. In the event that the client, after an initial mediation, should wish to continue using the services of House of Orange Au Pairs, the client should let this be known to House of Orange Au Pairs in writing 3 months or more prior to the end of the first mediation period;
12. In the event of a new placement, the client agrees to pay once again the €450 down payment for each consecutive placement. This moment is defined as the moment when a telephone or e-mail request has been made by the client to House of Orange Au Pairs to start searching for a new applicant. Any discounts that are due are given on the final invoice;
13. In the event of the client not fulfilling its obligations towards House of Orange Au Pairs or its applicants, House of Orange Au Pairs has the right to terminate the agreement immediately. Such termination does not absolve the client from paying all fees that are due;

Appendix II: Mediation fees House of Orange

All fees are inclusive of 21 % BTW (VAT)

AU PAIR:

Summer Au Pair, 1-3 months (June - September only) €400

Short term Au Pair, 1-3 months €480

6 – month au pair (4 – 6 months) €660
(only possible for EU au pairs or replacements)

School year Au Pair, 7-10 months €865
(only possible for EU au pairs or replacements)

Au Pair 11-12 months €1070

AU PAIR STAR and AU PAIR PLUS:

STAR irrespective of length of placement € 1170

PLUS irrespective of length of placement € 1270

U/Canada/Aussie/NZ

A junior nanny works 36 hours in 3 days

NANNY

Nanny – Non Dutch

€2500

These fees are independent of the length of stay of the (junior) nanny and apply to all (junior) nanny placements.

(NB. A Junior Nanny works a maximum of 3 days per week)

SURCHARGES:

Au pair STAR	€ 100
Au pair PLUS	€ 200
EU/Aussie/NZ/USA au pair 1 – 6 months	€ 100
EU/Aussie/NZ /USA au pair 7 – 12 months	€ 200
Surcharge for MVV Worldwide	€ 1450
Surcharge for MVV Eastern Europe	€ 750
Surcharge for MVV South Africa	€ 750
Changing fee ticket approx	€ 50-€ 150

NB! These surcharges are added on to the mediation fee for au pair category and do not apply to nannies but do apply to Junior nannies.

€ 850

€ 1050

NANNY:

Junior Nanny – E
€ 2000

OVERVIEW OF COSTS PER 30.01.2013

AU PAIR/AU PAIR STAR/AU PAIR PLUS WITH AN MVV AND AU PAIR VISA

Once-only application costs:

Mediation fee (above)	€ 1070 /€1170/ € 1270
MVV costs and Visa service costs	€ 750
Insurance approximately	€ 500
Mvv Surcharge max.	€ 1450
Total	+/- €3500 - €3900

Once-only costs upon placement:

Residence permit au pair	€ 300
Language course	€ 270
BONUS (au pair + only)	€ 200

Monthly costs for AU PAIR:

Stipend	€ 300
Phone Allowance	€ 10

Monthly costs for AU PAIR STAR:

Stipend	€340
Phone Allowance	€ 10

Monthly costs for AU PAIR PLUS:

Stipend	€340
Travel costs in Holland	€ 60
contribution Orange Au Pair Club per month	€ 25
Phone allowance	€ 20

AUSTRALIA/NEW ZEALAND/CANADA CANDIDATES WITH A WORKING HOLIDAY VISA:

Mediation fee junior nanny c.q. nanny	€ 2000 / € 2500
Salary junior nanny c.q. nanny (monthly)	€ 600 - € 1200
Return ticket	€ 1200

This information shall not constitute any rights or obligations. Subject submitted due to change.

All earlier versions of this document are herewith no longer valid (30.01.13)

	au pair	au pair *	au pair +	jr nanny	nanny
Mediation	1070	1170	1270	2000	2500
Mvv surcharge	1450	750	1450		
Ticket	100	300	100	1200	1200
Language course	270	270	270	0	0
Visa fees	1050	1050	1050	0	0
Monthly allowance/salary	300	340	425	600	1000
Monthly phone allowance	10	10	20	20	20
Insurance	500	500	500	soms	0
Max hrs	30	30	30	36	50
Tax deduction	0	0	0	0	0
average per month +/-	670	700	820	880	1350

APPENDIX:

The au pair is allowed to assist the family with light housework during the 30 hours per week that she is available. Please note that the au pair cannot be held solely responsible for any task and that an alternative person must always be available to perform such tasks. We require that our families have cleaners to take care of the heavy housework OR they must be willing and able to do heavy housework themselves. At no time can the au pair be required to perform such duties nor be paid to perform such duties, even if mutually agreed.

LIST OF LIGHT HOUSE WORK which is allowed:

- *Hand washing dishes and packing/unpacking dishwasher;*
- *Cooking and/or preparing meals and snacks (just for the children and/or the whole family);*
- *Light grocery shopping)*
- *Using a washing machine to wash clothes (just for the children and/or the whole family);*
- *Using a dryer to dry clothes (either just for the children or for the whole family);*
- *Hanging clothes to dry (either just for the children or for the whole family);*
- *Ironing (either just for the children or for the whole family);*
- *Packing clothes away (either just for the children or for the whole family);*
- *Tidying the children's rooms and play areas;*
- *Keeping the downstairs areas in order and tidy;*
- *Vacuuming the children's rooms and the downstairs areas when needed;*
- *Cleaning kitchen floors with a mop or broom when needed;*
- *Making and changing the children's beds only;*

- *Watering plants indoors*
- *Feeding and walking pets;*

TASKS THAT ARE NOT CONSIDERED LIGHT HOUSE WORK AND CANNOT BE ASKED OF THE AU PAIR:

- *Any duties in which the au pair is solely responsible;*
- *Any duties which cannot be performed during the allowed 30 hours per week;*
- *Any duties which interfere with the primary care and safety of the children;*
- *Any duties pertaining to the garden and outdoors;*
- *Any duties pertaining to the cleaning or repairing of vehicles (unless the vehicle is used by the au pair for personal use);*
- *Washing windows (indoors or out);*
- *Taking garbage out and/or recycling material such as glass or newspapers;*
- *Shopping for all weekly staple groceries (heavy lifting);*
- *Scrubbing of floors;*
- *Spring cleaning;*
- *Vacuuming the whole house and/or stair cases;*

- *Cleaning of bathrooms and toilets (with the exception of the bathroom that is used solely by the au pair, if the bathroom is shared with the children, the au pair cannot be responsible for cleaning it);*
- *Making and/or changing host parents' beds;*
- *Hand washing clothes;*
- *Mopping areas that are larger than 30 m²;*
- *Dusting of any area with the exception of the au pair's own room (the au pair is required to keep her room clean and tidy at all times);*
- *Cleaning pet cages or litter boxes or pet mess;*
- *Running errands such as picking up post or dry cleaning.*