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## Consolidated Terms and Conditions for Host Families and Au Pair

Below are the Consolidated Terms and Conditions explaining the relationship between the agency (Sunshine Au Pair), the client (Host Family) and the Au Pair.

### I. Criteria for The Au Pair Program

A Host Family desires to invite an Au Pair to the Netherlands as a part of the cultural exchange program. There are specific criteria that needs to be fulfilled by the Host Family and the Au Pair.

#### Criteria for Host Family:

- A warm family who is open to have an Au Pair as a family member for a period of 12 months
- Understands the Au Pair program
- Stable and sufficient Income
- House has independent living facilities available for the Au Pair
- Fulfil all legal requirements as needed by the agency and IND

#### Criteria for Au Pair:

- A single person with no children
- Aged between 18 to 31 years old, can speak English
- A foreign national (EU and outside)
- Independent, mature, creative and patient, passionate about working with children
- Can cook at least a simple meal
- Does not mind doing light household chores
- High school graduate or equivalent
- Has previous child-care experience proven through references

For more details, please visit <https://ind.nl/en/exchange/Pages/Au-pair.aspx>. These criteria may change in accordance to changing trends by the IND and/ the agency.

### II. Responsibilities and Obligations of the Host Family and the Au Pair

#### 1. Understanding the Basics of the Au Pair Program

The purpose of the Au Pair program is for cultural exchange. The Host Family understands that the main goal of the stay of the Au Pair is cultural exchange; the Au Pair will learn about the Dutch society and culture. The Host Family shall treat the Au Pair as a member of the family and not as a hired household help (the program is not a contract of work).

The Host Family understands that they have to comply with all the legal requirements in welcoming an Au Pair in their family. For instance, the livelihood of the family must be 'stable and sufficient', as determined by law. The Host Family cannot hold Sunshine Au Pair liable for direct or indirect costs of any negative outcome of the TEV/VVR application procedure.

- The Au Pair has stated that he/she wishes to become acquainted with the Dutch society and culture as an Au Pair within the Host Family in the Netherlands. The Host Family will give the Au Pair an opportunity to improve his/her education and to increase his/her general cultural development.
- The Au Pair agrees to carry out **light domestic work** stated on the '**Light Household Chores List**' to assist the

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Host Family, in accordance with Dutch law and the regulations of Sunshine Au Pair.

- The Host Family has stated that they want to welcome the Au Pair and will provide free board, lodging and facilities to the Au Pair, and has agreed to accept and respect the norms, values, and the rights of the Au Pair (for which in return the Au Pair, as a member of the family, gives assistance in light household chores).
- Both parties have discussed each other's expectations and have agreed on the weekly schedule, the generic Host Family house rules, and cultural activity programs. Please tick the topics discussed between both parties:
  - Weekly schedule
  - Family rules
  - COVID-19 related family rules
  - Pocket money
  - Dutch language course
  - Additional benefits from the Host Family
  - Pets
  - Eating habits
  - Day-offs
  - Specific expectations

The Au Pair shall participate in the daily activities of the Host Family. However, the Host Family is not dependent on the Au Pair (there is always an alternative person available for the activities that the Au Pair performs). The Au Pairs shall, as part of the family, participate in the social activities of the family and obtain the opportunity and get to know Dutch culture. The expenses of the Au Pair incurred while living at the Host Family's house (including food and drinks) should be paid for by the Host Family. This does not include the Au Pair's products of personal care.

The Au Pair joins the Host Family for an uninterrupted period of maximally 12 months, after which in principle the Au Pair returns to the country of origin. (The Au Pair can come to the Netherlands to be an Au Pair or on basis of youth exchange only once, and for maximally one year.)

### **Important Rules of the Program**

The important obligations are:

- The Au Pair is at least 18 years old and younger than 31 years old (maximum 30 years old);
- The Au Pair will be living in the home address of the Host Family and will be registered in the municipal personal records database.
- The Au Pair did not sign a contract with the Host Family, Dutch or foreign intermediary agency or Au Pair agency under which you are obliged to pay money or a fine if the Au Pair fail to perform all or part of the contract.
- The Au Pair did not pay a sum of money as a deposit to a Dutch or foreign intermediary agency or Au Pair agency.
- The Au Pair will not be carrying out work for people who are in need of more specialized care. More specialized care means care duties that require specific skills.
- The Au Pair and the Host Family are not related. This means that there is no family relationship up to and including the 3<sup>rd</sup> degree between the Au Pair and the Host Family.
- The Au Pair did not pay more than €34 in costs for the preparations in staying in the Netherlands as an Au Pair.
- The Au Pair has not had a residence permit for exchange purposes in the Netherlands before.
- The Au Pair has not worked for the Host Family in the Netherlands or abroad before.
- The Au Pair will only perform light domestic work (Light Household Chores List) for the Host Family.

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- The Au Pair will work for a maximum of 8 hours per day and maximum of 30 hours per week. The Au Pair has at least 2 days off per week, and the Au Pair gets at least 1 full weekend free per month.
- The Host Family and the Au Pair will draw up a daily work routine for all 7 days of the week. The Au Pair and the Host Family must sign this daily work routine. The daily work routine must contain at least the following:
  - 1) How many hours the Au Pair will do light domestic work;
  - 2) Which 2 days in the week the Au Pair is off;
  - 3) Who will perform light domestic work in addition to the Au Pair (another person must be stated)
- The Au Pair has the intention and is prepared to undergo a tuberculosis test within 3 months after arrival in the Netherlands (not for all nationalities, more details find at GGD.nl website);
- The timely departure of the foreign national is reasonably guaranteed.
- The Host Family and Au Pair have informed Sunshine Au Pair on any previous attempt to become or invite an Au Pair or cultural exchange person in the Netherlands (and declare never to have made mistakes during these procedures).

## 2. Preparing for the Arrival of the Au Pair

### Agreements and Visa Process:

After the process of finding a suitable Au Pair through a self-match process or with a Sunshine Agency candidate, the Host Family and Au Pair will prepare the documents for the visa requirements. They have also read the Agreements and discussed their expectations well, and have established the weekly schedule. When the Au Pair has the visa, booked tickets, both parties need to prepare for the arrival of the Au Pair.

The Host Family shall, before the arrival of the Au Pair, discuss in detail with the Au Pair his/her expectations of his/her stay and agree with the Au Pair (in consensus) on the **'Host Family – Au Pair Agreement'**. The agreement consists of at least the **Au Pair Weekly Schedule (), the Host Family's House Rules (), and the Cultural Activities Program ()**.

These agreements shall be put in writing, signed for by the Host Family and Au Pair, and is to be approved by Sunshine Au Pair before departure of the Au Pair to the Netherlands.

The 'Host Family – Au Pair Agreement' and underlying documents are standardized instruments in reaching clear agreements on the expectations of the Au Pair and the Host Family. Changing any of these agreements afterwards (and / or the list of activities) may only be done after a written acceptance by Sunshine Au Pair (through e-mail). At all times, the Host Family, the Au Pair and Sunshine Au Pair must have copies of the same agreements, and particularly the Au Pair Weekly Schedule ().

The Host Family and Au Pair will follow these agreements during the stay of the Au Pair. Sunshine Au Pair will inspect if the activities of the Au Pair comply with the agreements.

By law, the Au Pair program is determined by different requirements. If any one of these requirements is no longer met, the Au Pair loses the residence status and will be regarded as an illegal foreigner. Considering the law 'Wet arbeid vreemdelingen', this may incur financial consequences for the Host Family.

The Host Family shall discuss with the Au Pair his/her precise duties and proper manner of handling the child or children. The list of tasks and time of their execution shall be described in the Au Pair Weekly Schedule. If there will

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be major changes to the schedule within a few weeks from the arrival of the Au Pair, the Au Pair and Sunshine Au Pair needs to be notified of this before the Au Pair comes to the Netherlands. The Host Family must agree in consensus with the Au Pair on the schedule of light household duties of the Au Pair before the Au Pair arrives. The Au Pair Weekly Schedule has to be signed by both parties before the Au Pair comes to the Netherlands.

The Host Family and Au Pair shall follow this agreement during the stay of the Au Pair, particularly with the: number and distribution of working hours, Au Pair duties, free time, and the alternative person who is responsible aside from the Au Pair

**Payment for Travel Ticket(s):** The payment of the travel tickets to the Netherlands and back to the country of origin or to another country is per the 'Host Family and Au Pair Agreement'. On premature cancellation of the contract, the ticket will be paid per the 'Host Family and Au Pair Agreement'.

**Au Pair's Room:** The Host Family will get the independent room ready in their house for the Au Pair. The room of the Au Pair shall be a separate and private room. The room shall be pleasantly decorated, having at least: a bed, a wardrobe, a table and chair, internet access, a TV or a radio, a window, and a heater. The Au Pair shall have access to a shower, or bathroom facility that he/she can use alone and which can be locked from the inside. The Host Family shall have a bicycle available for the Au Pair as well.

**Pick-up at Airport:** The Host Family shall stay in touch with the chosen Au Pair and shall arrange to meet the Au Pair at the airport upon his/her arrival in the Netherlands.

**Adjustment Period for Au Pair:** The Host Family is aware that the Au Pair will need time to adjust to his/her new environment and responsibilities. The Host Family will provide the Au Pair with a familiarization period of minimally 2 weeks.

**Travel Date:** The Host Family shall not encourage the Au Pair to travel to the Host Family before the Au Pair placement is confirmed by Sunshine Au Pair and the Au Pair has obtained a proper visa (if required). The Host Family and the Au Pair understands that once the arrival date of the Au Pair has been confirmed with the IND office, it is not changeable and that the date stated on the Dutch ID card of the Au Pair is his/her starting date to be an Au Pair in the Netherlands. The Au Pair is allowed to enter the Netherlands on the agreed arrival date, or any dates later, BUT NOT before. The Host Family and the Au Pair will confirm the arrival date of the Au Pair with Sunshine Au Pair before booking flight ticket for the Au Pair.

**Rules for the Weekly Work Schedule of the Au Pair:**

In line with the Dutch law (Wet arbeid vreemdelingen), the Au Pair is not allowed to work (do light household chores) for more than (max.) 30 hours a week, and (max.) 8 hours a day. The Au Pair shall have at least two days that he or she is completely free weekly (no responsibilities and no other obligations to the Host Family) and have at least one weekend free a month (from Friday 20:00 to Sunday 24:00). The Au Pair babysits or takes care of a child or children not more than (max.) 3 evenings a week.

By law, the Au Pair never bears the main responsibility for the household duties and care for the children. The schedule shall mention an alternative person for every time of the day the Au Pair works (this person is available if needed / if something happens).

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**Work Outside the Host Family Home and Voluntary Work:**

- The Au Pair is only allowed to have a work schedule at the address where she is registered (Host Family's house), she is NOT allowed to work at other places nor work for others. The Au Pair is not allowed to do work for herself either (like trading, selling things online, etc.)
- The Au Pair is not permitted to do volunteer work in the Netherlands.
- The Au Pair will start her Au Pair program on the date written on her Dutch ID card. In case the Au Pair has no Dutch ID card yet, he/she is not allowed to execute any tasks. In case the Host Family and the Au Pair want to start the work schedule early, both parties need to inform Sunshine Au Pair for assistance.

**House Rules:** The Host Family agrees (in consensus) with the Au Pair on generic Host Family house rules. The rules apply to all Host Family members including the Au Pair. For instance, on the use of the telephone and internet and other facilities within the home, on daytime and overnight visitors, on sleeping and breakfast times, on smoking and non-smoking areas, on the possible care of pets, on sleepovers and visits of Au Pair's friends, on any matters concerning exercising a belief, and on possible diets. Any additional COVID-19 related rules apart from the government rules need to be discussed and agreed upon in advance.

**Culture Exchange Activities:** The Host Family agrees (in consensus) with the Au Pair on the cultural activities program. The activities are mainly organized by the Host Family (together with the Au Pair, on a voluntary basis). It shall be a balanced and a broad range of cultural activities on different aspects of the Dutch society and culture, including the celebration of national holidays and visits to: art and history museums; local and national (annual) cultural events; national parks, cities and tourist sites; contemporary leisure activities for young adults.

**Pocket Money:** The Host Family shall give the Au Pair a pocket money of minimum 300 Euros per month, and maximum of 340 Euros per month. The pocket money shall be given on time, at the last day of the month or as agreed upon with the Au Pair. By law, and in line with tax regulations, the Au Pair is strictly not allowed to obtain pocket money or other (financial) compensation more than (max.) 340 Euros in total per month.

In case of illness of the Au Pair, the Host Family shall continue to pay the pocket money for a period of 14 days and give the Au Pair the opportunity to visit a doctor.

**Holiday:** The Host Family shall discuss any arrangements for the holidays with the Au Pair well in advance. On days that the Host Family members are not at home and the Au Pair stays at home, the house family will provide enough food and drinks for the Au Pair.

The Host Family understands that if the Au Pair joins the Host Family on family holidays, it shall also be a holiday for the Au Pair and he/she shall not be expected to perform Au Pair duties like babysitting, light household chores, etc.

The Au Pair is entitled to a two weeks' holiday based on his/her stay of one year (or a proportionate amount if the stay is planned to be less than a year), with the continued payment of pocket money. The Au Pair shall discuss his/her plans on a holiday with the Host Family in advance.

**Light Household Chores List:** The Au Pair and Host Family agrees to have read this list well and have made the weekly schedule based on this list.

Babysitting, waking up, bathing and dressing the child or children, bringing the child or children to school and picking them up, cleaning rooms (including the children's and Au Pair's room and the kitchen); preparing easy meals;

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handling a dishwasher; dusting, grocery shopping (carrying a maximum of 12 kilos a time); washing clothes (washing machine); ordering clothes; disposing garbage bags (only if the Host Family lives on the ground floor); giving pets food and water; and watering plants.

**Light household chores, which can be done for maximum 30-45 minutes per chore a day are for example:** walking with pets; changing bed sheets; vacuum cleaning; mopping floors (maximally up to 30 m<sup>2</sup> a day); washing dishes (by hand); and ironing.

**The Au Pair is not allowed to do heavy or dangerous work**, for example: cleaning out the fridge, cabinets, drawers; helping with redesigning or maintaining the house (drilling, sawing, replacing fuses, moving furniture and kitchen machines); scrubbing floors; cleaning windows (inside and outside); bathroom and toilet cleaning, except if the Au Pair has private bathroom/ toilet; gardening; carrying bags of 12 kilos or more; and washing cars. The Au Pair will not take care of people who is in need of special medical or psychological help.

Sunshine Au Pair will stop this arrangement immediately if the Au Pair works more than agreed Au Pair weekly schedule in the Host Family's house or works somewhere else.

### **3. After the Arrival of the Au Pair**

#### **Registration of the Au Pair in the Host Family household:**

The Au Pair shall live with the Host Family at the same address. The Au Pair shall also be registered at the address of the Host Family at the Municipality within the first months of arrival in the Netherlands; the Au Pair is not allowed to live or be registered somewhere else (Vreemdelingenwet Art. 4.47). The Host Family shall directly confirm the registration of the Au Pair to Sunshine Au Pair. By law (e.g., by the IND), any additional requirements on the arrival of the Au Pair could be demanded. During the stay of the Au Pair with the family, when the Au Pair has a day off, if the Au Pair chooses to sleepover at a friend's place or travel, the Au Pair shall inform the Host Family. Sunshine Au Pair should be notified if the Au Pair continuously has sleepovers on locations aside from the Host Family's house.

The Host Family will support the Au Pair in the registration process and will apply for a BRP (Basis Registratie Personen) and send it to Sunshine Au Pair for it to be added to the file for IND.

#### **Basic Health Insurance:**

The Host Family understands that the Au Pair must have a basis insurance after the Au Pair is registered into the home address of the Host Family at the Municipality. The Host Family should assist the Au Pair in purchasing it (it is to be paid by the Au Pair) and help with requesting the care allowance from the tax office for the Au Pair. The Au Pair may contact the agency for support in the process. We will also send the Au Pair a Welcome Handbook with all the information needed for this process.

The Host Family agrees to arrange and pay for the health, repatriation, and liability insurance (the Au Pair insurance) for the Au Pair. The insurance shall be from a sound company and cover at least the Au Pair's possible medical and repatriation costs, and liability insurance. The insurance shall commence not later than the day of arrival of the Au Pair in the Netherlands (or in the family).

#### **Notifying the Agency of Any Changes:**

Both parties will notify Sunshine Au Pair within **2 working days** on any changes concerning:

1. structural change in the daily schedule
2. change in family situation (e.g., pregnancy, divorce, extra roommate, etc.)

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3. change in living situation (e.g., moving houses, register to other address)
4. change in income (e.g., reduction of income, change of job, loss of job, etc.)
5. the Au Pair has a boyfriend and plans to stay here in the Netherlands.
6. the Au Pair is pregnant.
7. the Au Pair wants to stay in the Netherlands (e.g., to study, to live together, to work, etc.)
8. the Au Pair wants to be an Au Pair in another country after her stay in the Netherlands
9. and any other issue relative to the Au Pair program.

By law, any change in the Host Family's or Au Pair's situation has to be administered by Sunshine Au Pair. The IND can obtain relevant information via government structures earlier than Sunshine Au Pair. Sunshine Au Pair has a limited time span to report to the IND.

A change can be crucial for the stay of the Au Pair; his/her stay can become illegal after four weeks after the change. If the change results in the requirement of additional official procedures, Sunshine Au Pair has four weeks to successfully complete them. For a period of 5 years after the stay of the Au Pair, the government will hold Sunshine Au Pair responsible for any unreported changes.

The Host Family members should inform Sunshine Au Pair immediately if they know or have the impression the Au Pair is doing additional work, volunteer work outside the house, or any other relative situation to the stay of the Au Pair.

#### **Communication with the Agency**

The Host Family and the Au Pair agrees to reply to Sunshine Au Pair's e-mail within 2 working days. Sunshine Au Pair would like to hear from you regarding the schedule or the Au Pair's situation during the stay, etc. If things are going well and the situation stays the same, you may simply reply to us, like "All is well" or "There are no changes", etc.

#### **Events of the Agency**

Sunshine Au Pair conducts 6 events per year with the aim to bring the Au Pairs together, and to coach and meet them in person. Three events per year are compulsory in nature.

#### **Language Course**

The Au Pair shall follow a language course. The Au Pair shall have the opportunity to do the language course on a regular basis. The Host Family shall discuss with the Au Pair which course he/she would prefer and when the course is held (also considering the Au Pair Weekly Schedule). The Host Family shall not compensate the Au Pair more or pay more than (max.) 350 Euros (on the language course).

#### **Host Family Relational Obligations:**

The Host Family members shall respect cultural differences and display tolerance towards the Au Pair.

The Host Family realizes that the success of the stay of the Au Pair depends largely on their own initiative. The Host Family members shall try to integrate the Au Pair into their family life and should any problems arise, must communicate openly with the Au Pair and actively seek a solution. We recommend regular family meetings with the Au Pair to promote open communication.

The Host Family shall make a serious effort to resolve any differences with the Au Pair. If the Au Pair does not feel comfortable with the Host Family, Sunshine Au Pair will make a scheduled Skype talk to discuss the situation.

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**Au Pair Relational Obligations:**

The Au Pair realizes that he/she must always act in a responsible manner and perform his/her duties conscientiously (to the best of his/her ability). The Au Pair agrees to ask the Host Family's advice before imposing discipline to the child or children, and never to use violence towards the child or children.

The Host Family and Au Pair have discussed the Au Pair and Host Family's norms and values, and have agreed upon matters concerning everyday life within the Host Family (for example on sleeping and breakfast times, the use of telephones and internet, daytime and overnight visitors, smoking and non-smoking areas, caring for pets and plants, matters concerning exercising a belief, and on possible diets).

**Problem Mediation:**

If a small problem occurs, both parties will discuss this problem in a pleasant, understanding manner and try their best to solve the problem together.

If a serious problem or small persistent problems occur, both the Host Family and the Au Pair shall inform Sunshine Au Pair. Sunshine Au Pair will, dependent on the wish of the Host Family and the Au Pair, mediate to solve the problem, or directly realize a place for the Au Pair to stay outside the Host Family's house (this terminates the cooperation program between both parties).

The Host Family members shall contact Sunshine Au Pair immediately for assistance if they have any problems or questions which cannot be discussed and solved with the Au Pair.

The Host Family and the Au Pair shall fill in the Complaint Form on our website in case issues are not solvable.

**Government Au Pair Abuse Telephone Line:**

In the worst case, the Au Pair and the Host Family may report complaints about the Au Pair's stay in the Netherlands, the Host Family, or Sunshine Au Pair to an official Au Pair abuse telephone line. Depending on the type of complaint, it will be passed on to the police or the labor inspection agency or to both institutions. The Au Pair abuse telephone line is not available for reports about physical and or psychological abuse. At present, the information line has been incorporated with the Immigration and Naturalization Service (IND) of the Dutch Government. The number of the Au Pair abuse telephone line is: +31 (0) 610823594.

### **III. Terminating the Host Family – Au Pair Agreement**

Sunshine Au Pair always has the right to withdraw the Au Pair from the Host Family (without a replacement and agency fee, matching fee back), if:

- The Host Family members fails to abide by this agreement, or other regulations;
- The Host Family members provides incorrect information during the application;
- The Au Pair does more work than agreed upon in the Au Pair Weekly Schedule and work that is prohibited per the **'Light Household Chores list'**;
- The Host Family is harassing (or is unkind to) the Au Pair
- The Au Pair placed in their home has not been treated well

Sunshine Au Pair has the right to make the conclusive decision. The Host Family and the Au Pair should respect the decision Sunshine Au Pair will make. The Host Family will not get any fee refund (agency fee, matching fee) from Sunshine Au Pair.



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Sunshine Au Pair will terminate the Host Family – Au Pair Agreement and inform relevant civil organizations (including IND) if the Au Pair is abused, exploited, works more hours than agreed the hours in Au Pair weekly schedule, or his/her integrity is violated in any way, or other illegal practices are executed by the Host Family, the Au Pair or of both parties at the same time (like payments for overtime work). In this situation, there is no fee refund (agency fee, matching fee) to the Host Family.

The Host Family shall give an advanced notice of a minimum of 2 weeks, if no solution can be reached and the Host Family decides to terminate the 'Host Family – Au Pair Agreement'. During this period, the Au Pair shall perform his/her normal duties and continue to have a room and obtain board and pocket money. Only in case of emergencies and with the agreement of Sunshine Au Pair can the period of two weeks be shorter.

In case the Host Family terminates the agreement for the following reasons:

- Misconduct by the Au Pair
- Au Pair disrespects and does not follow family rules
- Trust is lost in the relationship
- No match in the relationship with the Au Pair

After a careful consideration, Sunshine Au Pair will give the Au Pair 2 weeks to find another Host Family per the Au Pair's wishes. At the end of 2 weeks, if there is no match found, the Au Pair shall prepare to return home within 1 week.

The Host Family shall look for a replacement Au Pair by themselves or through the help of the agency. Finding another Au Pair will incur the same agency fees, matching fee and visa fees as applicable.

#### **IV. Responsibilities of Sunshine Au Pair**

##### **1. Obligations by Law to IND**

Sunshine Au Pair is officially recognized by the Dutch government. In the Netherlands, only recognized agencies may apply for placing an Au Pair in a family. Sunshine Au Pair has the responsibility to thoroughly assess all legal requirements related to the arrival, stay and departure of the Au Pair. Sunshine Au Pair also keeps the IND informed and administers all relevant developments of the Host Family.

Sunshine Au Pair has the duty to:

- Inform the IND on relevant changes in the situation of the Host Family and the Au Pair;
- Administer a clear and complete file for every Au Pair;
- Take care of the Au Pair if anything might happen.

The government inspects registered agencies like Sunshine Au Pair, and any individual shortcomings in performing its duties can result in a fine of 3.000 – 4.500 Euros. There are serious consequences for the agency in event of multiple mistakes. Also, if an Au Pair becomes illegal in the Netherlands, the government will recover several costs from Sunshine Au Pair.

It is of utmost importance for Sunshine Au Pair that all duties on informing, administering and taking care of the Au Pair (before, during and after his/her stay) are fulfilled according to the law.

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**2. Our services include but are not restricted to the following:**

- Introducing the Au Pair program to the Au Pair and Host Family
- Recruiting and matching Au Pairs and families; Sunshine Au Pair recruits and selects trustworthy, studious, caring and talented Au Pairs; checks the documents needed for the TEV/VVR procedure and in the dossier of the Host Family
- Arranging/Hosting a Skype talk with the family and the Au Pair, and an intake meeting at the Host Family's house
- Organizing at least 6 events per year – 3 events are free for the Au Pair
- Submitting (if applicable) the application for the visa and/or residence permit to the IND, following up on the approval of the request, assisting with arranging the required insurances
- Guiding and staying in touch with Host Families and Au Pairs during the whole duration of their stay
- Supervising the exchange year, monitoring the relationship between the Host Family and the Au Pair through emails, video calls and in-person meetings
- Mediating any issues that arises between the Host Family and the Au Pair; if needed, Sunshine Au Pair will mediate, solve problems and take care of the Au Pair during his/her stay in the Netherlands
- Providing service to the Host Family and the Au Pair in case of emergencies

**3. For Filipino Au Pairs, we offer extra services:**

- Interviewing the Au Pair candidate (at least twice)
- Checking their background and contacting references from their CV
- Preparing the legalized contract for signing at the Philippine embassy in The Hague
- Guiding the Au Pair in getting a visa and participating in the Commission on Filipinos Overseas (CFO) seminar procedure

**4. Terms and Conditions for the Basis for services by Sunshine Au Pair**

- Sunshine Au Pair shall hold the first (and if needed also the second) representative of the Host Family, as mentioned in the agreement, responsible in the event of any non-compliance to the General Terms and Conditions mentioned in this agreement.
- Even though all the information provided by the Au Pair is checked as far as possible/applicable, Sunshine Au Pair agency is not liable in any fashion for the correctness and accuracy of the information and date as provided by the Au Pair.
- Sunshine Au Pair is not responsible for the costs made by the Host Family, neither responsible for any damage, nor any subsequent damage caused by the Au Pair during his/her stay with the Host Family.
- Sunshine Au Pair expects cooperation on fulfilling these duties from the Host Family. If the Host Family fails in meeting this agreement, Sunshine Au Pair will consider recovering its business damages by holding responsible the first representative of the Host Family, as mentioned.
- Sunshine Au Pair shall hold the Host Family responsible for any business damage if the Host Family did not report relevant changes during the stay of the Au Pair within 2 working days from the moment of the relevant change. The Host Family shall inform Sunshine Au Pair through a confirmed e-mail.
- Sunshine Au Pair shall process the documents of the Host Family and the Au Pair (in order to prepare the TEV/VVR application). Sunshine Au Pair cannot be held responsible in case the processing of the documents is not running quickly or smoothly (also if this delays the arrival date and flight ticket of the Au Pair) and cannot

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be held responsible for the decision the IND makes. Sunshine Au Pair always keeps the right to ask the Host Family for additional documentation Sunshine Au Pair deems relevant for the application and dossier.

- During the process of building and applying the dossier of the Host Family, the Host Family shall, in principle, restrain itself from communicating with the IND. The Host Family can best communicate with them through Sunshine Au Pair.
- Sunshine Au Pair delivers services between the Au Pair and the Host Family. The Host Family cannot hold Sunshine Au Pair liable or responsible for problems, shortcomings, financial or other damages, or subsequent damages that the Au Pair has caused.
- Sunshine Au Pair has the right to place the Au Pair with another family if the Host Family does not adhere to the criteria of the Au Pair program. In such cases, Sunshine Au Pair is under no obligation to offer a replacement Au Pair to the Host Family and is entitled to discontinue the relationship unilaterally without any form of payment or compensation towards the Host Family.
- The Host Family shall be in touch with Sunshine Au Pair and answer questions pertaining to the Welfare of the Au Pair.
- The family will encourage the Au Pair join Sunshine Au Pair events and communicate with the agency.
- In case Sunshine Au Pair loses its license with the IND, Sunshine Au Pair is not responsible for the continuation of services for existing families and Au Pairs and a refund will not be given to the existing Host Families. Sunshine Au Pair will however offer support during the transition process with other agencies.

## V. Financial Terms

1. The Host Family shall pay the invoices of Sunshine Au Pair within 2 weeks after the issue date of the invoice. The total amount shall be transferred to the bank account of Sunshine Au Pair. If the Host Family does not pay the full amount on time, Sunshine Au Pair can delay its services.
2. In case the Dutch IND office does not accept the visa application from the Host Family, the visa Procedure Fee (fee to the Dutch IND office) will not be refunded. The Host Family will not be entitled to any refund or compensation if the reason of the rejection is related to any aspect of the Host Family's state of affairs or if the Au Pair gave wrong answers at the Dutch embassy abroad or have provided false documents.
3. In case the Host Family breaks the rules of the Au Pair program, Sunshine Au Pair is under no obligation to offer to work with a new Au Pair to the Host Family and is entitled to discontinue the cooperation unilaterally without any form of payment or compensation to the Host Family.
4. In case the Host Family decides to cancel this agreement before the Au Pair has arrived in the Netherlands, all payments to Sunshine Au Pair shall not be refunded to the Host Family. Any outstanding payments of the Host Family shall still be paid within two weeks by the Host Family. A request for another Au Pair will be treated as a new application.
5. Sunshine Au Pair has the right to place the Au Pair with another family if the Host Family does not adhere to the criteria of the Au Pair program or the Au Pair requests to end the program. In such case, Sunshine Au Pair is under no obligation to offer a replacement Au Pair to the Host Family and is entitled to discontinue the relationship unilaterally without any form of payment or compensation towards the Host Family.
6. In case the Au Pair of the Host Family runs away during the Au Pair period, the Host Family will cooperate with Sunshine Au Pair in reporting the details to the Dutch IND office. In case the Au Pair has been found later or in the coming 5 years, the Host Family shall agree to pay for the flight ticket of the Au Pair to return to his/ her home country.

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### **Payment Terms for the Candidate Au Pair Sunshine Au Pair Provided**

#### **Before Sending the Visa Application to the Dutch IND Office**

1. In case the application has not been sent to the IND yet and the Au Pair candidate Sunshine Au Pair provided decides to or has to cancel his/her plan to come to the Netherlands, Sunshine Au Pair shall try its best to find a new adequate candidate Au Pair.
2. If the Host Family does not request for a new Au Pair within two weeks, and/or cooperate in preparing the documents for a new Au Pair, Sunshine Au Pair will refund 75% the agency fee to the Host Family.

#### **After Sending the Visa Application to the Dutch IND Office**

3. In case the application has been sent to the IND office and the Au Pair candidate Sunshine Au Pair provided decides to or has to cancel his/ her plan to come to the Netherlands, Sunshine Au Pair shall try its best to find a new adequate candidate Au Pair.
4. If the Host Family does not request for a new Au Pair within 1 month, and/or cooperate in preparing the documents for a new Au Pair, Sunshine Au Pair will refund 50% the agency fee to the Host Family. The Host Family understands that the visa fee is non-refundable after sending the application out to the IND office.

#### **After the Arrival of the Au Pair**

5. In case the Au Pair Sunshine Au Pair provided decides to cancel, the agreements made with the Host Family (changing of Host Family or returning to his/her home country) within below mentioned months (2, 4 and 6 months) of his/her stay in the Netherlands and Sunshine Au Pair decides that there were no specific reasons related to the Host Family why the Au Pair has made this decision, Sunshine Au Pair shall offer the Host Family to work on applying for a new Au Pair with below payment conditions.
  - 1) Within the 2 months of his/her stay, application for a New Au Pair without charging Agency fee, charge the IND cost.
  - 2) Within the 4 months of his/ her stay, application for a New Au Pair with 50% Agency fee, plus IND cost.
  - 3) Within the 6 months of his/ her stay, application for a New Au Pair with 75% Agency fee, plus IND cost.

In the situations stated above, the Host Family shall pay the full amount for the Visa Application Fee (fee to Dutch IND office) and the new Au Pair insurance for the new Au Pair.

However, the offer will expire if the Host Family does not request for a new Au Pair within one month. In this case, Sunshine Au Pair will not refund the Agency Fee.

All paid fees to Sunshine Au Pair agency are non-refundable.

Items stated above are not applicable for Host Families who found their own Au Pair (Self-Matched).

### **Payment Terms with the Candidate Au Pair that the Host Family Found (Self-Matched)**

#### **Before Sending the Visa Application to the Dutch IND Office**

1. In case the application has not been sent to the IND yet and the Au Pair candidate the Host Family found/ or the Host Family decides to or has to cancel the Au Pair agreement, Sunshine Au Pair will charge 20% extra on the agency fee for working with the new Au Pair candidate the Host Family found.
2. If the Host Family does not request for a new Au Pair within two weeks, and/or cooperate in preparing the documents for a new Au Pair, Sunshine Au Pair will refund 50% the agency fee to the Host Family.

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#### **After Sending the Visa Application to the Dutch IND Office**

3. In case the application has been sent to the IND office and the Au Pair candidate the Host Family found decides to or has to cancel the Au Pair agreement, Sunshine Au Pair will charge 20% extra on the agency fee for working with the new Au Pair candidate the Host Family found.
4. If the Host Family does not request for a new Au Pair within 1 month, and/or cooperate in preparing the documents for a new Au Pair, Sunshine Au Pair will refund 25% the agency fee to the Host Family.

#### **After the Arrival of the Au Pair**

5. In the case the Au Pair candidate the Host Family found decides to cancel the agreements made with the Host Family (changing of Host Family or returning back to his/her home country) within below mentioned months (2, 4 and 6 months) of his/her stay in the Netherlands and Sunshine Au Pair decides that there were no specific reasons related to the Host Family why the Au Pair or the Host Family made this decision, Sunshine Au Pair shall offer the Host Family to work on applying a new Au Pair with below payment conditions.
  - 1) Within the 2 months of his/her stay, application for new Au Pair with 25% the agency fee, plus IND cost.
  - 2) Within the 4 months of his/ her stay, application for new Au Pair with 50% the agency fee, plus IND cost.
  - 3) Within the 6 months of his/ her stay, application for new Au Pair with 75% the agency fee, plus IND cost.

In the situations stated above, the Host Family shall pay the full amount for the Visa Application Fee (fee to Dutch IND office) and the new Au Pair insurance for the new Au Pair.

However, the offer will expire if the Host Family does not request for a new Au Pair within one month. In this case, Sunshine Au Pair will not refund the Agency Fee.

All paid fees to Sunshine Au Pair agency are non-refundable.

### **VI. Leaving the Country After the Program**

- The Host Family and the Au Pair understand that the Au Pair needs to deregister from the Municipality personally, cancel her basis insurance and care allowance, and return the Dutch ID card to the IND office 5 days before leaving the country. This is the responsibility of the Au Pair and Sunshine Au Pair agency will not be obligated to bear any financial debts or be responsible for any unpaid invoices.
- The Au Pair needs to leave the country before her Dutch ID card expires. Both parties must check the Dutch ID card of the Au Pair before booking the ticket to leave the Netherlands. For example, if his/ her ID card expires on 01-01-2017, he/ she has to leave the Netherlands on 31-12-2016 before midnight. Both parties agree to send the flight ticket information to Sunshine Au Pair before departure date of the Au Pair.
- The Au Pair and Host Family understands that they shall send an official confirmation to the agency upon leaving the country and will submit a copy of the relevant documents as proof for departure.
- The Host Family will make sure she is sent off to the airport or pays for the taxi.

### **VII. Personal Data and Privacy**

The Host Family authorizes Sunshine Au Pair to give the IND or any other official government institute, the personal information (in their dossier) of the Host Family, if government organizations request this information. The authorization is valid from the moment this agreement is signed until five years after the official 'exchange' status

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of the Au Pair ends. Sunshine Au Pair does not give information on, or personal data of the Host Family to other organizations or people.

The Host Family authorizes Sunshine Au Pair to request and obtain personal data of the Host Family through the employees of the IND during the period this agreement is valid. Sunshine Au Pair (normally does not request personal information and) shall only request information from the IND if this is needed, or relevant for the dossier. Sunshine Au Pair shall inform the Host Family on the request to the IND upfront by e-mail.

The documents (Host Family Agreement, Host Family Au Pair Agreement and Au Pair Agreement, etc.) stays as Sunshine Au Pair's property; the Host Family does not obtain the right to copy these documents or show them to others. The Host Family shall store the documents safely.

In signing this agreement, the Host Family and Au Pair agrees to be added (a subscription) to group mails through Mail Chimp or external providers. Group e-mails will be sent out for Change Notifications, our monthly newsletter and other important notices.

**Sunshine Au Pair's Data and Privacy Policy version 2018 is applicable as mentioned on our website:**

<https://sunshine-aupair.com/privacy-policy/>

The Host Family confirms reading and agreeing to the Privacy Policy of Sunshine Au Pair.

### **VIII. Governing Law and Disputes**

This agreement, and terms and conditions are subject to the Dutch law; it shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute that might occur between the parties shall be settled by the Courts of Law in the Netherlands.

If as a result of a change in the law, and/or judicial ruling one or more articles of this agreement become void, the remaining articles shall stay valid.