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## Vigi Au Pair LLP Terms & Conditions

In this document "Vigi Au Pair LLP" shall be referred to as "**the agency**". The "Host Family" shall be referred to as "**the family**". The "Au Pair" refers to a person who is registered with the agency and who fulfils the agency's criteria for the purpose of seeking placement with the family.

„Temporary Au Pair" refers to an au pair engaged by the family on the prior condition of a fixed and stated period during which the employment is going to continue.

1. Families must complete our Registration Form and sign the Terms & Conditions and return both to the agency before they are accepted as clients. If registering online, filling the online Registration Form constitutes confirmation of acceptance of the agency's Terms & Conditions.
2. Placement fees are payable after selection of an Au Pair and must be received by the agency when the family offers to engage the Au Pair and such offer is accepted by the Au Pair. The payment should be sent to the agency with the followings:
  - an invitation letter for the Au Pair
  - signed agreement from the family

On receipt of the placement fee the agency will instruct the Au Pair to book her travel arrangements. The Au Pairs travel dates and arrangements will not be confirmed with the family until the payment has been received by the agency. The agency reserves the right to charge the family interest on payments not paid within 7 days of the date of the invoice.

3. The Au Pair will be reserved for a period of one week. If the agency does not receive the invitation letter, signed agreement and the fee within this period, the applicant will be offered to other families for selection.
4. All records, documents and information submitted will be treated as confidential and remain the property of the agency. Any documents sent to you regarding the Au Pair are confidential. The passing of these documents to another potential employer renders the family liable for the payment of the agency fee.

### 5. FEES

#### **Long Term placement (over 3 months – 2 years)**

Au Pair	£350
Au Pair Plus	£350
Mother's Help	£350
Placement of a couple	£450
Housekeeper	£500
Male Au Pair	£250

#### **Short Term placement (less than 3 months)**

Summer Holiday Placement £150  
Babysitters look at our babysitter section

We also offer a 10% discount for all our families who come back to us.

The agency acts as an agent solely for the purpose of effecting introductions between the families and Au Pair candidates. Any fees charged by the agency are solely for introductions.

### 6. REFUNDS & REPLACEMENTS

- a.) Should the family cancel after the Au Pair has been placed through no fault of the Au Pair then there will be no refund of the placement fee.
- b.) Should the family cancel after the Au Pair that is coming from outside the UK has accepted but before they purchased a travel ticket, there will be no refund of the placement fee.
- c.) Should the family cancel after the Au Pair that is coming from outside the UK has accepted and after they purchased a travel ticket, the family has to refund of 100% of the travel ticket for the Au Pairs. The agency will not offer any refund of the placement fee for the family.
- d.) If the Au Pair cancels before they arrive, the agency will offer a free replacement in maximum of 2 weeks. If no replacement is found the agency will refund 80% of the placement fee to cover the cost of the agency's



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work. If the family does not wish to accept the replacement Au Pair, the agency will offer a refund of 50% of the placement fee.

- e.) Should the Au Pair leave within the first 4 weeks (Temporary Au Pairs – 2 weeks) a free replacement will be offered when available. If no replacement is found the agency will refund 100% of the placement fee. Should the family decline to consider the replacement offered, where the agency has properly and correctly discharged its obligations, the agency will offer a refund of 25% of the placement fee.
- f.) If the family does not need a replacement Au Pair, the agency will NOT offer any refunds of the placement fee.
- g.) Once the family advises the agency to look for a replacement Au Pair and then finds a new Au Pair through another source, the agency will NOT offer any refund of the placement fee.
- h.) In the event the Au Pair leaves the family after 4 weeks but within 12 weeks, then the agency will offer a replacement Au Pair at a cost of £90.
- i.) There will be no free replacement offered should there be reasonable grounds to believe the Au Pair's working conditions and/or the way the family treated the Au Pair were unsatisfactory. (the agency decision will be final in this respect).

## 7. TERMINATION

In the event of termination of the placement by either the family or the Au Pair must give 4 weeks' notice to the other or also the agency must be notified immediately in writing giving reasons for the terminations. Only in the event of serious misconduct can the agreement be terminated with an immediate effect. Should the family terminate the agreement they agree to provide full board and lodging during the notice period. The Au Pair should carry on their duties and should be paid pocket money in full. In the event of termination it is extremely important that the agency can talk to the Au Pair before s/he leaves the family. The agency can refuse to offer refunds or replacements if this is not possible.

## 8. LIABILITY

The family is responsible for board, accommodation and for giving the Au Pair's weekly pocket money as confirmed in the Registration Form. Should the family need any overtime work above the agreed weekly working hours as confirmed in the Registration Form then any hours above that should be paid at £2.75 per an hour.

The family should allow time for the Au Pair to attend a language course. The family must behave according to Au Pair rules such as working hours, days off, duties, pocket money etc. The family has the responsibility for what they write in the Family Registration Form, Invitation Letter and their Agreement.

Au Pairs are responsible for their own travel costs from their home country to the UK and the non London families are responsible for meeting them at the point of entry to the UK (which may be an airport/coach station). If it is not possible for the family to collect them on arrival, the agency will provide every assistance with making reservations for onward travel and no bookings will be made without prior agreement with the family. The family will be responsible for paying for the Au Pair's onward journey, whether that is a flight, train, bus ticket or a taxi fare. We have a special offer for all our London families: we take the Au Pair from the airport to the host family house.

Where Au Pairs are required to drive in the UK, the agency will use its best endeavours, along with partner agencies, to ensure that Au Pairs have a full and valid driving licence, but cannot be held responsible for their driving skills. The family is responsible for providing refresher driving lessons with a local driving school or a qualified and experienced driver, in order to ensure that Au Pairs are competent to drive in the UK. The family is also responsible for providing the necessary insurance to cover the Au Pair's use of your vehicle, together with any maintenance or service fees.

It is the responsibility of the family to protect the Au Pair from accident and illness by means of comprehensive home insurance.

An Au Pair must not be left in an empty house without food or heating. This also applies during the day when the family is out at work. The Au Pair is entitled to one week's paid holiday after 6 months stay in the family.

Should the family go on holiday and do not take their Au Pair with them,

- a.) it is still the family's responsibility to accommodate the Au Pair by providing £30 board/travel without specific duties whilst they are away or
- b.) it is still the family's responsibility to pay the travel expenses fully of the Au Pair to his/her home country, if the family does not want to accommodate the Au Pair or
- c.) it is still the family's responsibility if the Au Pair has specific duties during the family's holiday the Au Pair should receive their usual pocket money or
- d.) if the family takes the Au Pair with them, the family is responsible for all cost incurred.



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The agency cannot be held responsible for damage, delay, loss or injury on the part of either the family or the Au Pair arising out of any introduction or placement nor can we be held responsible for any discrepancies in the history, character, age, and capability, references of either the family or the Au Pair.

The agency must emphasize that Au Pairs are not nannies and their childcare experience is extremely limited. It is the responsibility of the family should they decide to leave an Au Pair in sole charge of a child or children, as the agency cannot accept responsibility if such a decision is made.

The Au Pair is not employed by the agency but by the family.

The agency is not responsible for telephone calls made by the Au Pair whilst in the host family's home.

The agency reserves the right at its absolute discretion to reject any family or Au Pair during the application process.

The family confirms that they have read and agreed to abide by the Terms & Conditions regarding Au Pair placement.

The agency reserves the right to use its discretion in any situation not covered in this document.

Any contract between the agency and the family is subject to the Law of England and Wales and all disputes arising out of any such contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**Declaration:**

I/we have read and agree to the above Terms and Conditions. I/we agree to treat our au pair as a member of our family, allow him/her to have free time to pursue language studies and not to leave The Au Pair in sole charge of children under 2 years of age for prolonged periods.

**Please sign all pages!!!**

**Signature of Host** ..... **Dated** .....

**Name** (please print) .....

**Signature of Hostess** ..... **Dated** .....

**Name** (please print) .....

Once you have read and signed this form, **please return it by post or fax** to your Vigi Au Pair LLP Office address:

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