



## **GENERAL TERMS AND CONDITIONS/**

## **supplement light houseworkduties**

*These General Terms and Conditions apply to the relationship between the BONAPA au pair agency and her client or the host family.*

### **Definitions:**

#### *Au pair:*

A foreign national aged 18 to 31 years old who does not have duty of care over children of their own in their country of origin. 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 to be able to participate in the au pair program (150 percent of minimum wage). 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 Branch Organisation for Dutch Au Pair Organisations. In all cases where an agency is mentioned in these terms and conditions, 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, in accordance with the standards, criteria and conditions as set out in these BONAPA regulations.

#### *IND:*

Immigration and Naturalization Service ([www.ind.nl](http://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 emoluments, the au pair participates in the day to day activities of the host family. The au pair's activities are limited to light household chores (see supplement I which contains a list of acceptable light household chores as defined by BONAPA) and/or care for children, without the au pair being fully responsible for these tasks.

- b. The host family is not dependant on the au pair and has– when desired and/or necessary – at all times an alternative available for those activities that are expected of the au pair. As determined by the Aliens Employment Act , the host family
- c. has a duty of care towards the au pair and will at all times take into consideration the wellbeing of the au pair. Furthermore, under no circumstances the host family shall breach the au pair regulations as determined by the implemented Aliens Act, Aliens Decree, the Regulations on Aliens, the Aliens Act Implementation Guidelines and the Aliens Employment Act.
- d. The agency will inform the host family and au pair of all legislation and regulations as mentioned under c.
- e. The host family will, by agreement with the au pair, draw up a schedule, prior to the au pair's arrival at the host family.
- f. The au pair will carry out the expected activities during a maximum of 30 hours per week, spread out over a maximum of 5 days per week and a maximum of 8 hours per day. Exceeding these maximum working hours and/or agreeing to working more than the abovementioned allowed hours or days is not allowed.
- g. The au pair is entitled to 2 full days off per week, and once a month this must be a full weekend starting Friday evening at 8 PM until Sunday evening 12 PM.
- h. The au pair is not allowed to perform (un)paid duties outside of the host family.
- i. The au pair's pocket money amounts to a minimum of € 300,00 per month and a maximum of € 340,00 per month. The pocket money is a fixed amount irrespective of whether or not the au pair works the maximum amount of 30 hours per week.
- j. The host family will provide the au pair with at least a private room in their home. This room must be heated and have a least 1 window that can be opened. Furthermore the room contains a bed, a table or desk and a chair, and internet connection amongst other things. An au pair is not allowed to live or be accommodated at any other address than that of the host family, otherwise the au pair will lose his/her au pair status and will become a working alien as described under The Aliens Employment Act, see NOTE I.
- k. The host family offers the au pair daily bath and/or shower facilities.
- l. The au pair joins the host family for a consecutive period of a maximum of 12 months, after which the au pair shall return to his/her country of origin.
- m. The host family shall report the au pair's departure from the host family to the agency within 3 days of the au pair's departure.
- n. During the au pair's stay with the host family, the au pair will always act in accordance with the host family's house rules and these house rules will (where possible) apply to all members of the host family without distinguishing between the au pair and host family. The house rules will be provided to the au pair upon arrival in The Netherlands.
- o. The au pair is entitled to 2 consecutive weeks of paid leave per 12 months, or a pro rata portion for a shorter period of stay. Any arrangements regarding this paid leave should be discussed with the host family well in advance by the au pair.
- p. The au pair should have the opportunity to participate in a course. In accordance with the host family the course will be reimbursed up to a maximum of €350 per year.
- q. If applicable, the host family is responsible for paying travel costs of public transport to and from the au pair's course.

- r. The host family is responsible for taking out the proper insurance for the au pair which should cover a minimum of all common medical expenses, legal liability and repatriation. The insurance should be taken out by the host family prior to the au pair's arrival and should commence on the day of the au pair's departure from his/her country of origin.
- s. In case of sickness of the au pair, the host family shall continue to pay the au pair's pocket money up to a maximum of 14 days and shall provide the au pair the opportunity to receive the necessary medical aid in order to recover quickly. In cases where the insurance of the au pair does not cover such medical costs the host family is responsible for paying these costs.
- t. The host family is and will remain responsible for providing the au pair with room and board throughout the whole stay of the au pair.
- u. Agreements between the au pair and the host family are laid down in the au pair - host family agreement which must be signed by both parties.
- v. The au pair - host family agreement has a minimum notice period of 2 weeks. Only in case of calamities and/or after permission has been granted by the agency in writing, the parties can deviate from this term.
- w. 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.
- x. The host family has an unconditional mandatory information duty towards the agency, to inform the agency at once in case of any relevant changes. These relevant changes include changes in the composition of the host family, changes in the host family's income, changes in the au pair's situation, such as departure of the au pair.
- y. Upon departure of the au pair before or at the end of her stay with the host family, the host family's duty towards the agency is to ensure the au pair will return to his/her country of origin. The host family shall inform the agency regarding the departure of the au pair from the Netherlands at once and shall, if necessary, provide proof sustaining the au pair's departure from the Netherlands.

NOTE I:

The au pair program has been established based on various factors and criteria; in case of an deviation from these norms, the host family – au pair relationship no longer exists and the au pair will be considered an alien as defined under The Aliens Employment Act (WAV). The host family would then need to obtain a work permit from the competent authorities and pay minimum legal wage as well as social premiums and employment and other taxes.

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 form an integrated whole 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 with the purpose to become acquainted with a different lifestyle and culture.

NOTE IV:

All BONAPA agencies will ensure that the terms and conditions of the au pair program are complied with; in the event that the terms and conditions of the au pair program are broken or not complied with, the agency is obliged to refuse any further services and to act according to article 8 (below) of these terms and conditions.

**Principles for service by an agency:**

1. Through cooperation with an agency, the host family agrees to all rules and regulations as laid down in these terms and conditions.
2. Regardless of the fact that the information provided by the au pair is checked as much as possible, the agency does not accept any liability regarding the propriety the information provided by the au pair, in case such information was provided in bad faith.
3. In accordance with Immigration Services (IND) regulations, in the event a provisional residence permit (MVV) and/or residence permit (TEV) needs to be obtained, this application will be applied for by the agency without any exceptions.
4. The host family is responsible for providing all required documents for the MVV application complete, correct and on time. These documents include information about income, composition of the host family and capital to the extent these are necessary for obtaining an MVV within the shortened IND procedure, as decided by the agency. The agency is not liable for any inaccuracies in documents as provided by the host family in case these documents are provided by the host family in bad faith.
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 is responsible for paying both the MVV visa fee and fees for the shortened procedure up front to the agency by means of direct collection or invoice, as listed by the agency in the cost overview enclosed.
7. All information regarding the au pair and the host family must be communicated through the agency and/or its agent(s) abroad as much as possible.
8. An agency has the right to remove an au pair from her host family and where possible rematch an au pair with another host family if the host family does not adhere to the obligations as laid down in these terms and conditions or the criteria of the au pair program. In such a case, the agency is under no obligation to offer replacement for the au pair to the host family and is entitled to terminate the cooperation unilaterally without any form of reimbursement of costs or compensation to the host family.

## **Rights and Duties for the agency and the host family:**

9. After the host family and agency have come to an agreement regarding an assignment the agency must take steps to fulfil the assignment. The agency will keep the host family informed about any relevant developments pertaining to the assignment.
10. The agency will ensure that the au pair travels to The Netherlands in accordance with all applicable legal conditions. This includes informing the au pair (if possible via the au pair's agency in the au pair's country of origin) regarding the criteria of the au pair program. Furthermore, the agency will inform the au pair of the necessary documents that are required for a legitimate stay in The Netherlands.
11. An au pair subject to a visa requirement must be in possession of a return ticket (bus/airplane/train) in order to be able to return to his/her country of origin at all times. Depending on the agreements made, these costs will be borne either by the au pair, the host family or both parties. The ticket is valid for a maximum period of 365 days.
12. After arrival, an au pair subject to a visa requirement, needs to pick up his/her residence permit at the IND. An au pair needs to register at the host family's address after arrival. The host family will inform the agency once the registration has been finalized.
13. The agency will periodically keep in contact with the host family and/or au pair after arrival and will provide both parties with support in case of questions and/or problems. These contact moments enable the agency to ensure that the host family and au pair comply with these rules conditions. The host family needs to cooperate with these check-ups.
14. Au pair and host family will both mutually decide which (language) course he/she wishes to attend; the days and times of such a course will also be established in agreement between the au pair and host family.
15. The au pair has the right to participate in the centrally organized "National Au Pair days" organized by BONAPA as well as other events organized by the agency.
16. The agency, by law, has a duty of administration and information. When requested, the host family and/or au pair shall provide documents and information as requested by the agency in order for the agency to fulfil its duty of administration and information.
17. The IND and/or other government bodies can request the agency to submit information about the host family and the au pair, should the governmental bodies deem such information necessary for the right interpretation of their public tasks. The host family and/or will give permission to the agency to provide requested information necessary for the right interpretation of their public tasks. The host family and/or will give permission to the agency to provide requested information.
18. An agency is an organization that offers its services based on advice and mediation between host families and au pairs. As such, any liability as a result of failure to honour commitments by the au pair and/or host family, either towards each other or the agency, is expressly excluded.
19. The agency cannot be held liable for an au pair not traveling to or arriving at the host family (on time). Any costs that are the result of such a delay and/or cancellation will be at the full responsibility and risk of the host family.

20. 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 explicitly excluded.

### **Rates:**

21. The costs for mediation/(re)placement as charged by the agency are one-off. The agency is authorised to establish these rates themselves.

22. The agency's rates will give insight into the following costs: registration fees; fees for the placement of the au pair; fees due to interim cancellation (of the assignment) by the host family; fees for possible extra services; fees for a replacement au pair during the existing placement period of the current au pair, as well as any other specific fees the agency wishes to make known.

23. The following conditions apply for payment of fees charged by the agency :

- To be determined by the agency and as described in the cost overview of the agency enclosed;
- The agency can charge the fees for their services in instalments.

24. The agency is authorized to request direct debit from the host family.

25. Should the host family default on their timely or complete payment(s) of their invoices as received from the agency, this could lead to a delay in or cancellation of services and/or travel/arrival date of the au pair. Extra costs as a result of such a delay or cancellation are at the responsibility of the host family.

26. In case the host family does not meet their payment obligation towards the agency on time and the agency should send a reminder or letter of formal notice, a €20 fee per sent reminder or letter of formal notice is payable by the host family.

27. In case the agency is forced to forward a claim (including the costs of a reminder or letter of formal notice) to a third party, the agency is entitled to charge the host family a 1.5 % interest fee per month or part of the month as well as 15 % collection costs (with a € 40 minimum). Apart from these recover costs, all other (extra)judicial (collection) costs incurred as a result of late payment will be charged to the host family.

28. All rates as listed by the agency include the legal value added tax (BTW).

### **Applicable Law:**

1. Should, as a result of legislation or case law, one or more provisions of these conditions be (partly) void, the remaining terms and conditions shall be unaffected.
2. These terms and conditions only apply to Dutch Law.



## AANVULLING ALGEMENE VOORWAARDEN NEDSA Au Pair

1. Indien er sprake is van problemen tussen het gastgezin en de au pair en/of indien er geen sprake is van een "match" tussen gastgezin en de au pair, dient het gastgezin het NEDSA onmiddellijk te informeren. In overleg zal worden getracht om gezamenlijk een oplossing te vinden. Een opzegtermijn van 3 weken dient in acht te worden genomen. Gedurende deze 3 weken zal NEDSA trachten een vervangend gastgezin voor de au pair te vinden. Indien NEDSA geen mogelijkheden heeft om de au pair te herplaatsen, dan zal de au pair terug keren naar het land van herkomst. De kosten voor de terugreis zullen afhankelijk van de omstandigheid voor rekening van het gezin of de au pair zijn.
2. Indien de au pair kiest voor beëindiging van de samenwerking, dan zal hij/zij zich ook deze zich moeten houden aan een opzegtermijn van 3 weken. Indien herplaatsing niet mogelijk of wenselijk is, zal de au pair de kosten voor de terugreis zelf dienen te voldoen tenzij het gastgezin zich niet aan de regels van het programma heeft gehouden, dit ter beoordeling van NEDSA. In dat geval is het gastgezin verantwoordelijk voor het vergoeden van de kosten.
3. Indien het gastgezin een beroep wil doen op een vervangende au pair als gevolg van voortijdige beëindiging van de samenwerking met de initiële au pair, dan zal

NEDSA proberen daaraan medewerking te verlenen. NEDSA kan dit verzoek weigeren indien blijkt dat het voortijdige vertrek van de au pair bij het gastgezin het gevolg is van het handelen in strijd met de regels voortvloeiend uit de algemene voorwaarden door het gastgezin.

Indien 4 weken na de aankomst van de au pair zijn verstreken, is NEDSA gerechtigd opnieuw bemiddelingskosten in rekening te brengen voor de vervanging van de au pair, ongeacht de reden van beëindiging van de samenwerking tussen au pair en gastgezin

## **SUPPLEMENT I: Light Housework Duties**

### LIST OF LIGHT HOUSEWORK which is allowed:

#### *Kitchen and meals:*

- Washing up dishes that are used during the au pair's working hours
- (Un)loading dishwasher during working hours
- Cooking and/or preparing basic meals on the au pair's working days
- Grocery shopping (some small stuff that is missing or groceries necessary to prepare a basic meal for the children and/or family)
- Keeping the downstairs areas (kitchen and living room) clean and tidy on the au pair's working days
- Cleaning (kitchen) floors with a mop or broom when needed to a maximum surface of 30 m<sup>2</sup> on the au pair's working days

#### *Laundry:*

- Using a washing machine to wash clothes on the au pair's working days
- Sorting and folding laundry on the au pair's working days
- Hanging up laundry on the au pair's working days
- Using a dryer to dry clothes on the au pair's working days
- Ironing laundry on the au pair's working days
- Packing clothes away on the au pair's working days

#### *Rooms:*

- Making the children's beds on the au pair's working days
- Changing the children's sheets on the au pair's working days
- Tidying the children's rooms and play areas after playing on the au pair's working days



- Tidying and cleaning of the au pair's own bedroom on her working days
- Vacuuming the downstairs areas and children's rooms when needed on the au pair's working days

*Pets:*

- Walking pets on the au pair's working days
- Feeding pets on the au pair's working days

*Other:*

- Watering (indoor) plants and flowers on the au pair's working days
- Cleaning the au pair's own toilet/bathroom/shower (this can also be done outside of working hours)

NB: The au pair is only allowed to assist the family with light housework during her normal working hours (30 hours a week, max 8 hours a day). With regards to doing laundry: the family needs to take into consideration the time it will take the au pair to perform these duties. In case the au pair is not able to perform these duties during her working hours, the host family will have to find alternative solutions.

TASKS THAT ARE, UNDER NO CIRCUMSTANCES, CONSIDERED LIGHT HOUSE WORK:

- Any duties for which the au pair is solely responsible and are performed by the au pair alone
- Any duties pertaining to the garden and gardening
- Cleaning windows (in- or outdoors)
- Mopping and scrubbing areas larger than 30 m<sup>2</sup>
- Washing cars, bikes or motorcycles
- Cleaning of bathrooms and toilets (with the exception of the bathroom that is primarily used by the au pair)
- Making and/or changing host parents' bed(sheets)
- Vacuuming any other areas besides the downstairs area, the children's rooms, play areas and the au pair's own room
- Cleaning pet cages or litter boxes etc.
- Dusting or cleaning in the house with the exception of the areas as described above under List of Light Housework which is allowed
- Shopping for staple groceries (heavy lifting)
- Tidying up or reorganizing cupboards, closets, wardrobes, basements or any other areas of the house, with the exception of the children's wardrobes
- Taking out garbage from anywhere else than the ground floor
- Taking out the family's recycling (paper waste and glass)
- Doing dishes after a party (with the exception of a children's party)

