

SOLIHULL AU PAIR AGENCY

Specialising in the placement of Au Pairs, Nannies, Baby-Sitters
& Mother's Helps, to Families in the West Midlands



Terms and Conditions

The following *Terms of Business* are between *Solihull Au Pair Agency* (The Agency) and the *Employer* (The Family), *The Employee* (the Au Pair) refers to the *Au Pair*.

1. These terms represent a legally binding contract between *Solihull Au Pair Agency* and the *Family*. The Engagement of an *Applicant* through the *Agency*, where the introduction has been made by the *Agency* is an acceptance of these *Terms of Business* and the full fee is payable in advance of the placement.
2. The *Family* will notify the *Agency* immediately upon any offer being made which results in the engagement of an au pair.
3. The *Agency* acts as an introduction agent and does not employ the *Au Pairs*. All *Au Pairs* are employed directly by the *Family*. Before the *Au Pair* commences, the *Family* will write a letter of invitation to the *Au Pair*. This letter will give all information concerning pocket money, duties, hours required, and date of proposed commencement and length of stay. The *Family* and the *Au Pair* will agree upon terms, to include board and lodging, free time and study time.
4. The *Family* will notify the *Agency* should a temporary *Au Pair* continue after the agreed term and an additional fee will then be charged, in accordance with the *Agency's* Terms of Business. e.g. Should a summer *Au Pair* continue her stay exceeding the initial period.
5. If the *Family* gives information on the *Au Pair* to another person, which results in him/her being offered by this third party, the original *Family* will then be responsible for the full fee.
6. All instances of termination of employment where a refund is claimed should be notified in writing to the *Agency* within 7 days of termination of employment. Unless we hear from you within the specified time, no **refund** will be payable. No claim for a refund is available if full payment has not been received by the *Agency* within 2 weeks of the commencement date and in most cases, the fees will be payable in advance of engagement, see **No.1**.
7. The *Agency* accepts no responsibility or liability for the acts or omissions of an *Au Pair* or for any loss, damage or expense caused to the *Family* by the *Au Pair*.
8. Refunds are subject to a minimum charge of £100.00. All fees are payable in full in advance of engagement. In the event of an *Au Pair* failing to take up a placement, the *Agency* will endeavour to locate a suitable replacement as quickly as possible.
9. One half of the fee is retained should a *Family* not wish to accept an *Applicant* after acceptance has been affected (subject to the minimum fee of £100.00)
 - a) By mutual acceptance upon interview
 - b) By acceptance via telephone/fax/email/post.

Whilst every effort is made by the *Agency* to ensure that applicants are respectable, responsible and trustworthy, the *Agency* cannot in any way be held responsible for any dishonest or negligent act committed by an *Applicant* during the currency of his/her employment with the *Clients* of the *Agency*.