

## Terms and Conditions

We, the undersigned (**we, us, our, the Host Family**), have applied to become a Host Family with AIFS Au Pair (**the Program**), offered by the American Institute for Foreign Study (Australia) Pty Ltd (**AIFS**) ABN 58 087 638 499.

We understand that this is a cultural exchange arrangement in which an Au Pair on a Working Holiday visa (417), or Work & Holiday visa (462), will live with our family for a minimum of 6 months, unless the placement is terminated earlier in accordance with these Terms.

We acknowledge and agree that the Program is offered to us by AIFS subject to these Terms and Conditions (**Terms**). We accept these Terms and agree to be legally bound by them.

Nothing in these Terms is intended to create:

- a) an employment relationship between AIFS and us;
- b) an employment relationship between any of AIFS' employees, agents or contractors and us;  
or
- c) an employment relationship between the Au Pair and AIFS.

We acknowledge and agree that it is the responsibility of us as the Host Family to seek advice regarding our responsibilities in relation to the Au Pair and any applicable employment laws, superannuation and taxation laws. AIFS recommends that all Host Families refer to advice on [Fair Work Ombudsman](#) and the Australian Tax Office websites.

We warrant that all the information provided by us in our application to the Program is true and correct.

### 1. Program Inclusions

AIFS will provide the Host Family with electronic profiles of Au Pair candidates who wish to be placed with a Host Family.

The Host Family will independently select an Au Pair who will assist the Host Family with childcare and childcare-related household duties for a maximum of 35 hours per week (**Childcare Duties**).

Under the Program the Host Family will provide the Au Pair with:

- a) A cultural exchange experience with the Host Family;
- b) A warm, safe and inclusive environment;
- c) A private, fully furnished room;
- d) All meals and expenses normally incurred by a family member;
- e) A weekly stipend;
- f) A completion payment;
- g) A minimum of 1 weeks' paid time for the Au Pair to travel;
- h) A minimum of 1.5 free days per week; and
- i) All expenses relating to the care of the children.

The Host Family acknowledges that there are other costs that may be incurred in hosting an Au Pair. An indication of some of the costs are listed on the [AIFS website](#).

The Host Family agrees to provide one-way transport from Sydney (or any other location for onshore replacement Au Pairs) to their home for the Au Pair, which may include by bus, train or flight.

### 2. Program Fees

The Host Family agrees to pay the Program Fees, which are listed on [AIFS' website](#) and are subject to change.

The Program Fees are payable in accordance with the following schedule:

**Service Fee:** The Service Fee is due upon receipt of the Host Family's application. This Fee is non-refundable.

**Placement Fee:** The Host Family will be invoiced the Placement Fee upon confirmation of the placement in writing by AIFS to the Host Family. The Placement Fee is due 1 month prior to the Au Pair's arrival in Australia.

**Returning Families:** The Host Family will be invoiced the Service Fee upon reapplying for a new placement. The Host Family will be invoiced the Placement Fee less the return family discount upon confirmation of the placement in writing by AIFS to the Host Family.

If the Program Fees are not paid in accordance with the schedule, AIFS reserves the right to remove the Host Family from the Program.

### **Cancellations & Refunds**

In the event that a replacement Au Pair cannot be found for a Host Family whose placement has terminated within 30 days of the placement start date, or a Host Family no longer wishes to engage an Au Pair, AIFS will refund the Host Family 50% of the placement fee.

No Refund is payable if:

- a) The termination of the placement is greater than 30 days from the start date of the placement;
- b) AIFS assesses that the discontinuation of the placement is due to a breach of the Terms of the Program by a Host Family, or a Host Family is unable to continue to offer the placement for financial or personal reasons, no refund or replacement will be offered to the Host Family.

No refund is applicable to the Service Fee.

Refund requests must be in writing to AIFS.

The costs of domestic travel from Sydney to the Host Family's home for a replacement Au Pair will be the responsibility of the Host Family.

### **3. Termination**

In the event that a Host Family or an Au Pair wishes to terminate the placement;

- a) the termination procedures provided by AIFS must be followed. This includes the completion of a detailed termination form by either Au Pair or Host Family, with the provision of 2 weeks' notice;
- b) the Host Family is responsible for accommodating the Au Pair for up to 14 days following the termination date; or,
- c) if the Host Family terminates the placement and does not wish to accommodate the Au Pair in their home, the Host Family will be responsible for providing the Au Pair with dormitory-style accommodation at the nearest youth hostel or other appropriate accommodation at the Host Family's expense. Failure to provide accommodation for the agreed period will result in no Program refund and may also include AIFS invoicing the Host Family for the cost of accommodation sourced by AIFS for the Au Pair.
- d) Should the Au Pair not wish to stay at the Host Family home, and finds alternate accommodation, the Host Family does not need to cover the costs of the alternate accommodation.
- e) If the Au Pair terminates within 30 days of the placement commencing, the Au Pair will have to pay back the costs for the domestic travel from Sydney to the Host Family. This does not apply when the Host Family terminates within the first 30 days.

Failure to provide accommodation for an Au Pair following termination may result in the withholding, or forfeiture of any applicable refund with no provision of a replacement.

Notwithstanding the above, where a Host Family terminates the placement as a result of an Au Pair's negligence or gross misconduct, a Host Family will be entitled to immediate termination, including the immediate removal of the Au Pair from its residence. On this occasion the Host Family does not have to pay for accommodation.

If AIFS determines that a placement cannot continue, it will provide assistance to the Host Family and the Au Pair to discontinue the placement, including, finding a replacement Au Pair for a Host Family for the time remaining of the placement. Replacement Au Pairs are subject to availability.

The placement of another Au Pair with the Host family is subject to seasonal availability and AIFS cannot guarantee that a candidate will be available for an immediate start.

In the event that a replacement Au Pair is required and AIFS cannot allocate a suitable replacement within 30 days, please refer to **Cancellations & Refunds**.

#### **4. Driving**

It is the responsibility of the Host Family to assess the driving ability of the Au Pair before granting permission to operate a vehicle. If the Au Pair is required to use a motor vehicle, the Host Family will provide comprehensive automotive insurance to cover the Au Pair as a named driver for use of all vehicles that the Au Pair will use during the placement. In the event of an insurance claim, the Host Family will be responsible for paying any excess relating to that claim.

If the Au Pair is deemed to be the at fault party in a motor vehicle accident, the Host Family agrees to limit any claim against the Au Pair to the lesser of:

- a) \$1000; or
- b) if the excess amount listed in the Host Family's insurance policy is less than \$1000, the lesser excess amount listed in the policy.

If a motor vehicle accident has occurred and there is a dispute about who is at fault, the Au Pair will be deemed to be the at fault party only if the accident or cause of damage can be corroborated by an independent third-party witness.

The Host Family will be liable to pay 100% of any damages including any excess if the Au Pair is not listed on the vehicle's insurance policy as a named driver.

#### **5. Other damages**

If any damage occurs due to the Au Pair's negligence, misuse, or failure to follow instructions, the Host Family agrees to cap the Au Pair's financial responsibility at \$1,000.

#### **6. Background Information & Privacy**

For the purpose of facilitating the placement of an Au Pair, the Host Family agrees to complete and pay for a National Police Check on all parents, guardians and persons aged 18 years and older, residing at the address where the placement will take place.

The Host Family agrees to AIFS making reasonable inquiries to third parties known to the Host Family, regarding the suitability of the Host Family to host an Au Pair. Any disclosures made to AIFS by a third party will be handled in accordance with the terms of the Australian Privacy Act 1998.

We understand that AIFS will forward our details to its agents and prospective Au Pairs in order to obtain a placement for the Host Family. By providing information to AIFS, we consent to the processing of this information in accordance with Terms of the Program and the Australian Privacy Act 1998.

We confirm that all information supplied to AIFS is accurate and complete.

AIFS reserves the right to decline a Host Family application.

AIFS takes reasonable precautions to protect personal information from loss, misuse, unauthorised access, unauthorised disclosure, alteration and destruction.

The Host Family will keep information pertaining to all applicants and Au Pairs confidential, and will not share any information with third parties.

## **7. Child Protection & Safeguarding**

***AIFS is committed to Child Protection and the Safeguarding of Children.***

AIFS has a zero tolerance to the use of physical force including smacking for the purpose of correction or control of behaviour by the Host parents, guardians or the Au Pair towards the children. If AIFS becomes informed that Host parents, guardians or an Au Pair is using physical force with the children, it reserves the right to investigate the matter, report the incident or concern to the relevant authorities and remove a Host Family or Au Pair from the Program. There will be no refund or replacement if the breach of this term arises from the conduct by a member of the Host Family.

AIFS' Child Protection and Safeguarding Policy and Reporting Framework, Child Protection and Safeguarding Code of Conduct and Complaints and Feedback Policy (collectively, **AIFS' Policies**) are available from the AIFS team, they and may be updated from time to time. We acknowledge that AIFS' Policies form part of these Terms and agree to be bound by and act in accordance with them.

It is a legal requirement that the Au Pair completes a *Working with Children Check* or equivalent in the relevant state or territory of the Host Family. Under the Program it is the responsibility of the Au Pair and the Host Family to ensure the *Working with Children Check* is completed. Failure to do so may result in termination of the placement.

## **8. Warranty and Dispute Resolution**

There is no warranty as to the satisfaction or compatibility of any candidate as an Au Pair for a particular Host Family.

Where a dispute arises between AIFS and the Host Family, the parties must use reasonable endeavours to resolve any dispute, controversy or claim arising out of, relating to or in connection with these Terms through negotiation between them.

This clause shall survive termination of the Program and these Terms.

## **9. Force Majeure**

If the placement is cancelled due to Force Majeure AIFS will endeavour to find a replacement however AIFS will not be liable for refunds or pay any compensation to the Host Family.

Force Majeure includes but is not limited to natural disasters, acts of government or authorities, war or the threat of war, pandemics, acts of terrorism, airline strikes or any other major event which is out of the control of AIFS.

## **10. Release of Claims Against AIFS**

The Host Family unconditionally releases AIFS from any claims for damage, injury, loss, or expense of any sort incurred in connection with hosting an Au Pair. This release includes, but is not limited to, liability for any intentional or negligent acts or omissions by the Au Pair.

Every effort is made by AIFS to ensure the suitability of the Au Pairs who apply to the Program however it is the responsibility of the Host Family to be satisfied as to the appropriateness of the Au Pair they select for their family.

## **11. General**

These Terms are governed by the laws in force in the state of New South Wales, and the parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

The parties may receive confidential information, including these Terms, throughout the duration of the Program and must keep such information confidential.

We acknowledge that we may not assign or otherwise deal with all or any part of our rights or obligations under these Terms, without AIFS' prior written consent.

If any provision is unenforceable or invalid, it will be ineffective to the extent it is unenforceable or invalid, without affecting the validity or enforceability of the remaining provisions of the Terms.

We acknowledge that we have been advised to seek legal advice if we do not understand the Terms. By signing the document, we acknowledge that we have read and understood the provisions and accept and agree to abide by these Terms.

AIFS may transfer and assign the benefits and obligations of AIFS under this agreement to any other entity capable in its opinion of satisfactorily carrying on and administering the Program.

## **12. Warranty as to Authority**

The undersigned signatory hereby warrants to AIFS that he/she is authorised on behalf of all adult members of the Host Family to enter into this agreement on their behalf.

Signature

Name

Date