



IMPORTANT By submitting your registration form/ filling out our online “confirming your registration” form, you confirm that you accept our Terms and Conditions – this is a legally binding agreement.

TERMS & CONDITIONS v2008-04-11

These Terms & Conditions represent a legally binding contract between the Host Family (“the Client”) and Au Pairs by Pebbles (“the Agency”). The Au Pairs, Elite Au Pairs, Au Pair Plus’, Male Au Pairs and Parent’s Helps will be referred to collectively as (“the Child Carer”) unless specified otherwise. The child carer is referred to as she, but applicants can be male or female. The parties hereto agree that this contract shall be governed by the law of England and Wales and to submit to the jurisdiction of the courts of England and Wales.

The Agency acts as an intermediary only and is not the employer. The Client must ensure they are 100% sure of the suitability of the Child Carer prior to hiring them – the Agency is not responsible if the Child Carer proves to be unsuitable. The choice of Child Carer remains the Client’s decision. By submitting the application form, the Client accepts these terms and conditions, whether or not they sign the form and/or the conditions. All fees stated are subject to change without notice at any time. Fees are not subject to VAT.

All information provided to the Client is confidential. Any Client passing information supplied by the Agency to a third party will be liable to pay the full **pay in one go** fee for any engagement that may result from the passing on of that information.

CHOOSING YOUR CHILD CARER

The Agency will manage the interviewing and selection process on the Client’s behalf. The Agency will contact appropriate candidates to discuss the Client’s vacancy and email them the Client’s application form so the Child Carer can study it before confirming their interest in the position. The Agency will then provide the Client with a candidate’s completed application form and where possible a photo and arrange for the Client to speak to the chosen Child Carer by telephone. It is the Client’s responsibility to ask all appropriate questions during the interview and to carry out any supplementary checks such as verifying details, documentation and references personally prior to confirming the placement should they feel it necessary.

On confirmation of the placement, the Agency will obtain the original of the police check, a medical certificate, a photocopy of the Child Carer’s ID and where appropriate a copy of the Child Carer’s driving licence. References will be obtained, and approved where and as thoroughly as reasonably possible. Occasionally due to time constraints it may be necessary for the Agency to complete the reference with the referee by telephone. Copies of all details of the dossier can be passed to the Client on request. Should the Agency not be in possession of any of these items, it will notify the family prior to the Child Carer’s arrival.

The Client agrees to inform the Agency of the confirmed start date to ensure that all checks are carried out before the placement starts. If the start date is brought forward without notifying the Agency, the latter are not responsible if the Child Carer consequently starts their placement prior to having their dossier checked.

Whilst the Agency will take all reasonable care to ensure the suitability of the candidate, it is the Client’s responsibility to satisfy him or herself before offering the position - **the final decision to accept the candidate remains with the Client** – who is, in the Agency’s opinion, best placed to judge the suitability of a Child Carer for their family & situation.

The Agency does not offer any warranty as to the suitability, honesty, character or capability of the. The Agency accepts no liability of any kind for any inconvenience, loss of or damage to property, or any loss or personal injury or death howsoever arising directly or indirectly from any act or omission of any applicant introduced by the Agency even if such an act or omission is negligent or fraudulent or reveals dishonesty.

The fees charged by the Agency are purely introduction fees and it is up to the Client and the Child Carer to make the arrangement work through good communication. The Agency cannot guarantee that any Child Carer will complete the full duration of their stay and cannot be blamed when an arrangement breaks down as there are too many factors outside the Agency’s control.

Where a Child Carer is required to drive, the Agency will submit details of candidates with a valid licence for the UK, but the Agency is unable to guarantee the standard of the applicant’s driving, either in France or the UK. The Client commits to giving the Child Carer sufficient practice and providing professional lessons as required enabling them to adapt to driving on the left. The Client should consult with the instructor prior to allowing the Child Carer to drive their car. The Child Carer must be fully insured for any accidents or legal liabilities which may arise from their driving the host family’s vehicle. The Client must make it clear to their insurers that the Child Carer is performing such a role and is foreign. The Child Carer is not liable to the Client for damage caused in an accident/incident when driving at the request of or with permission of the Client.



<<PAY IN ONE GO>> CONDITIONS

Registration is free: The Agency will start the search for a Child Carer on receipt of the Client's application form - there is nothing to pay if the Agency doesn't manage to arrange a placement.

One-off placement fee: This is due as soon as the Child Carer has accepted the position – not at the Child Carer's arrival. There is no limit on duration and no fee will be due if the Child Carer extends their stay.

Replacement policy: During the first calendar month the Client is entitled to a free replacement. Thereafter, a £75 fee will be charged. This applies to a replacement available until the original finish date and no more than 3 months thereafter. If the replacement is available for over 3 months beyond the original finish date, this will be considered as a new contract and the full placement fee will apply. Exceptions may be made at the Agency's discretion. If the Child Carer completes 9 months, the replacement will be treated as a new contract. Under the Elite Au Pair program, should the Agency be unable to provide a replacement Elite Au Pair, a standard Au Pair will be found instead – in this case, the Agency will refund £30 if the replacement is needed during the 1st month, if it's needed after the first month, the admin fee will be reduced to £35 instead of £75.

Terms of Payment: The placement fee must be paid within 7 days of receiving emailed confirmation of your placement – and NOT at the Child Carer's arrival. Failure to do pay on time will result in a surcharge, a delay in engaging the Child Carer or in the placement of the chosen Child Carer with another family. If the fee remains unpaid on the date of the Child Carer's arrival a 25% surcharge on any unpaid placement fee will be payable on the unpaid fee. Thereafter a 3% surcharge will be applied to the cumulative amount (fee + surcharge) on a weekly basis until the invoice has been settled in full. The Client will also forfeit their right to a replacement or refund.

Cancellation: What happens if the contract is cancelled by either party prior to the placement starting once confirmation has been given?

Should the Client cancel the contract prior to the start date for whatever reason once the placement has been confirmed and the Child Carer has accepted the position, the Client will be refunded the placement fee minus £75 administration fee to cover work already carried out by the Agency. If the Child Carer has already made their travel arrangements, the Client agrees to reimburse the Child Carer in full for any costs incurred.

Should the Child Carer cancel the contract prior to arrival for whatever reason the Agency will endeavour to arrange a replacement and propose an alternative suitable candidate¹ within 2 weeks. If the Agency cannot propose an alternative suitable candidate¹ within that period, **the Client will be refunded in full.**⁽³⁾

Replacement and Refund Conditions: The Client must notify the Agency immediately of the termination of the engagement. Should the Agency be unable to propose an alternative suitable candidate¹ within 2 weeks of receiving notification from the Client, who is able to start within 4 weeks of receiving notification, the Agency may offer a refund as follows :

Refunds are based on a sliding scale

- Agreed within 7 days of the Child Carer's arrival → 60% refund of the initial placement fee.
- Agreed within 14 days of the Child Carer's arrival → 40% refund of the initial placement fee.
- Agreed within 21 days of the Child Carer's arrival → 20% refund of the initial placement fee.

No refund OR replacement will be offered if, in the Agency's judgement, there has been any serious misconduct or breach of contract² on the part of the family

Should the Client require a replacement and reject a proposal made by the Agency of an alternative suitable candidate¹ and/or make alternative arrangements via another source, no refund will be given. Neither will a refund be given if the Client no longer wishes to hire a Child Carer, regardless of the reason.

Refunds can only be made to Clients having paid before the start of the placement & where the Agency has received written notification within 48 hours stating that the employment has been terminated.

Should a placement terminate after 21 days, the Agency is not obliged to offer a refund or free replacement. No refunds will be made on replacement Child Carers.



<<PAY AS YOU GO>> CONDITIONS

This payment plan is not available for Parent's Helps

Registration is free: The Agency will start the search for an Au Pair on receipt of the Client's application form - there is nothing to pay if the Agency doesn't manage to arrange a placement.

One off placement fee of £75: This is a non-refundable one off fee due as soon as the chosen Au Pair has accepted the position – not at the Au Pair's arrival.

One-off placement Fee Terms of Payment: The placement fee must be paid within 7 days of receiving emailed confirmation of your placement – and NOT at the Au Pair's arrival. Failure to do so may result in a surcharge, a delay in engaging the Au Pair or in the placement of the chosen Au Pair with another family. Once the Au Pair arrives in the Client's home, a 25% surcharge on any unpaid placement fee will be made on these fees. The Client will also forfeit their right to a replacement or refund.

Monthly Payments: The Client pays a monthly fee by standing order for the duration of the placement. The first payment will be invoiced on a pro rata basis and is due with the placement fee. The second payment should be made on the 1st of the month following the arrival of the Au Pair in the UK and thereafter at the same date throughout the duration of the placement. Any price increase will only apply if a new Au Pair is hired.

Monthly Payments Terms of Payment: The Client must make arrangements with their bank for the monthly payments to be made by standing order from the Au Pair's arrival date. Failure to make a payment at any point during the placement will result in liability for immediate payment of the total sum due for the remaining months of the contract as per the originally planned end date. This is payable within 14 days of the missed payment and a 3% surcharge will be applied to the cumulative amount (fee + surcharge) on a weekly basis until the invoice has been settled in full.

Obligation to notify the Agency in case of Termination: The Client must notify the Agency immediately of the termination of the engagement. Should the Client not inform the Agency that the current Au Pair will be leaving prematurely and cancel the monthly payments prior to their planned departure date, the fee for the remaining months will be due in total and payable within 14 days. A 3% surcharge will be applied to the cumulative amount (outstanding fee + interest) on a weekly basis until the invoice has been settled in full.

Free Replacement at any time: The Client is entitled to a free replacement at any point in the placement.

Replacement and Refund Conditions: The Client must notify the Agency immediately of the termination of the engagement. The Agency will endeavour to arrange for an alternative suitable candidate¹ to start within 2 weeks of receiving notification from the Client. If the replacement cannot start by the end of this 2 week period, the Agency will refund the family on a pro rata basis for any complete days without a Child Carer between the end of the 2 week period and the replacement's start date. This refund will be made by direct bank transfer or cheque within 30 days of the start date of the next Child Carer. Should a different type of Child Carer be provided / requested, the payments will be altered to reflect the new price starting from the 1st of the month following the new Child Carer's arrival.

Should the Agency be unable to propose a suitable replacement, no further payments will be due.

Should the Client require a replacement and reject a proposal made by the Agency of an alternative suitable candidate¹ and/or make alternative arrangements via another source, no refund will be given. Neither will a refund be given if the Client no longer wishes to hire a Child Carer, regardless of the reason.

No refund OR replacement will be offered if, in the Agency's judgement, there has been any serious misconduct or breach of contract² on the part of the family. Refunds can only be made to Clients having paid the placement fee before the start of the placement & who are up to date with their monthly payments.

Cancellation by either party prior to the Start Date: What happens if the contract is cancelled by either party prior to the placement starting once confirmation has been given? vouch

Should the Client cancel the contract for whatever reason once the placement has been confirmed and the Child Carer has agreed to join the Family, the family will forfeit the one-off placement fee of £75 + the first month's payment pro rata to cover work already carried out by the Agency. If the Au Pair has already made their travel arrangements, the Family agrees to reimburse the Child Carer in full.

Should the Child Carer cancel the contract prior to arrival for whatever reason the Agency will endeavour to arrange a replacement and propose an alternative suitable candidate¹ within 2 weeks. If the Agency cannot propose an alternative suitable candidate¹ within that period, **the Client will be refunded in full.** ⁽³⁾



CONDITIONS OF TERMINATION

In case of problems, contact the Agency immediately: The Agency is available to discuss any issues in total confidence Monday to Friday, from 9-5. If unavailable, your call will be returned within 72 hours. Emails are checked regularly, often outside office hours. The Client must contact the Agency prior to giving notice to the Child Carer in order to explore any possible means of reconciliation.

Should the Child Carer decide to terminate the contract with the Host Family, they should give 2 weeks written notice*. During this period, the Child Carer agrees to continue carrying out their daily tasks.

Should a Client decide to terminate the contract with their existing Child Carer, they must give 2 weeks written notice and inform the Agency immediately. During this 2-week notice period*, the family agrees to continue providing board & lodging & paying pocket money. If the Client wishes the Child Carer to leave their home sooner, they may instead offer to pay for the Child Carer's return travel home or offer to pay for reasonable local accommodation for the remainder of the notice period so the Child Carer can look for another family or job. Whilst the Agency hopes that in such circumstances the Child Carer would accept one of these offers, and the Agency would encourage them to do so, they are not obliged to do so.

In the event of Serious Misconduct by either party, the other party may terminate the engagement with immediate effect. Serious misconduct may require the involvement of the police. In the event of such misconduct on the part of the Child Carer, the Client will provide adequate accommodation for 48 hours from the date of termination. Neither the Client nor the Agency is responsible for paying for or arranging the Child Carer's travel home. The Agency will not look for another family for the Child Carer. In the event of such misconduct on the part of the Client, the Child Carer may terminate the contract immediately whereupon the Client must offer to pay for the Child Carer's return travel home or offer to pay for reasonable local accommodation for 2 weeks following the Child Carer's termination of the contract so the Child Carer can look for another family or job if she so wishes.

In the case of Parent's Helps the same conditions apply but the notice period is 4 weeks, or 48 hours for serious misconduct.

DATA PROTECTION

This Data Protection/Privacy Policy relates to information supplied by the Client to the Agency via the website, email, telephone & post. The Client retains the right to modify any details held concerning them by emailing info@aupairsbypebbles.com. All information supplied to Au Pairs by Pebbles is held in accordance with the Data Protection Act 1998. Any personal information provided by the Client to the Agency will be used solely for the purpose of providing the services or literature requested.

This information is not gathered by the Agency without the users' knowledge, active permission and participation. The Agency respects the privacy of users visiting the site and the Client's details and will not be revealed by the Agency to any third party without permission, unless under a legal obligation.

By sending the completed application form, the Client agrees that the Agency can forward the Application form to any prospective candidate having completed the Child Carer application form.

On confirmation of and regularly throughout the placement, a contact list of Child Carers (including the family's home telephone number & town) will be emailed to all Pebbles Child Carers. If the Client objects to their contact details appearing on this list, they must inform the Agency on confirmation of the placement.

The Client agrees that the Agency can add a few key details regarding the vacancy to the Pebbles website (location, age/gender of children, work conditions) – no name or contact details will appear other than the first 3 letters of the Client's first and second names.

LOYALTY/RECOMMENDATION SCHEME

The Agency will award a loyalty point called a "**Pebble**" to the Client for each new contract they take out. A new contract is considered to be payment of the full placement fee under the **<<Pay In One Go Service>>** and the annual placement fee under the **<<Pay As You Go>>** plan. Each **Pebble** is worth 1% discount on the next Child Carer contract. **Pebbles** cannot be awarded, or redeemed for a replacement Child Carer or a cash payment.

The Client will also be awarded a **Pebble** when they successfully recommend another Client – the recommended Client must confirm a placement with the Agency and specify the referrer for the **Pebble** to be awarded. Any **Pebble** awarded will remain valid for the life of the scheme.



NOTES & EXCEPTIONS

(1) Definition of a Suitable Candidate:

A suitable candidate for the Au Pair program is an EU citizen, aged 18-27, single and without dependents. A suitable candidate is considered to be an applicant who respects specific criteria as per the Client's original request. The preferences that will be taken into account are: Minimum Age, driver/non-driver, smoker/non-smoker, special diet/religion, swimmer, ability to cook, relevant experience and ability to live with pets. An Elite Au Pair has 3 different experiences with children and a childcare certificate. A parent's help is an EU citizen of any age, marital status, gender or religion, with proven experience with children and with what the Agency deems to be a good English level.

(2) Definition of Serious Misconduct or Breach of Contract by the Client: The Agency, which retains sole discretion to decide such matters, considers Serious Misconduct or Breach of Contract to include:-

Late or non-payment of pocket money; failure to give 2 full days off a week; treating the Child Carer as a an employee/hired help and not a member of the family (e.g. not allowing the Child Carer to eat with the family); failure to provide sufficient and satisfactory food; demanding excessive housework (more than 15 hours per week); the Child Carer is subject to sexual harassment, physical or verbal abuse from a member of the family or visitors to the house; expecting the Child Carer to do ALL the cleaning/housework with no member of the family participating; not allowing the Child Carer to attend language lessons due to lack of transport/hours of work (not applicable for Parent's Helps); failure to provide accommodation of a sufficient standard (own heated room in good condition, free of the Client's possessions, adult bed, sufficient storage, access to a desk to study); the level of hygiene/ tidiness in the family or overall condition of the house is considered to be unsatisfactory; failure to support the Child Carer when subjected to verbal or physical abuse by the children or to defiance of the Child Carer's reasonable requests; a hostile home environment; failure to respect any or all of the work conditions as laid out in the Client's original application.

This list is not exhaustive and the Agency reserves the right to make a decision in each individual case as to whether or not the Child Carer has been subjected to unreasonable conditions and therefore whether or not the Client will be entitled to a replacement or a partial refund. A replacement Child Carer may also be refused where important information which has affected the placement has been withheld or concealed by the host family or where the Client has outstanding payments. The Agency may also refuse to place where, in its opinion, there is little or no chance that a replacement Child Carer will be a success and that the next Child Carer will leave early. The Agency also refuses the right to continue with a Client when any other aspect, in the Agency's judgement, precludes this. In all such cases the right to a replacement / refund is lost.

The Agency reserves the right to not disclose the reasons either for an Child Carer's departure and / or for the Agency deciding not to provide a replacement, while the Child Carer is still living in the Client's house and to use its discretion in any situation involving an issue not covered in this document.

(3) Exceptions/exclusions: No refund is due if an Child Carer ends their stay/cancels the placement prior to arrival due to an Act of God; act of war; terrorism; any natural disaster; epidemic/pandemic or a in any case of force majeure.