



## APBP : Terms and Conditions – March 2018

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[Terms of the contract](#)

[Choosing a Child Carer](#)

[Host family commitment](#)

[Guarantee period](#)

[Replacement policy](#)

[Terms of payment and refund policy](#)

[Conditions of termination](#)

[Data protection](#)

[Notes & exceptions](#)

### Terms of the contract

These Terms & Conditions represent a legally binding contract between the Host Family ("**the Client**") and Au Pairs by Pebbles ("**the Agency**"). The Au Pairs and Family Assistants 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 "Agency" will provide the "Client" with details of "Child Carers" sourced by Au Pair agencies located outside the United Kingdom hereafter referred to as "partner agency".

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. By submitting the registration form, the Client accepts these terms and conditions.

All fees stated are subject to change without notice at any time. Fees are not subject to VAT.

### Choosing a Child Carer

The Agency will send details of Child Carers sourced by partner agencies to the Client. The partner agency will obtain a police check from the Child Carer's country of residency, a medical certificate; photocopies of the Child Carer's ID and where appropriate the Child Carer's driving licence. Childcare or character references will be obtained (by post, email or telephone), and approved as thoroughly as reasonably possible. Copies of all details of the dossier can be passed to the Client on request.

The Client will select the Child Carers they are interested in and the Agency can arrange a video interview. The Client must review the details sent by the agency and ask any relevant questions during the interview.

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.

The Client must ensure they are 100% sure of the suitability of the Child Carer prior to inviting them to join their family. 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 Child Carer remains with the Client – who is 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 Child Carer. 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 client must ensure that their home contents insurance includes cover and public liability for an Au Pair.



The Agency recommends not asking a Child Carer to drive unless absolutely necessary. Where a Child Carer is required to drive, the Agency will submit details of Child Carers with a valid licence for the UK, but is unable to guarantee the standard of the applicant's driving or driving history. The Client must provide the car and may not ask the Child Carer to bring their own car. 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. The Child Carer cannot be asked to pay for any damage caused to the car or to cover the excess. This must not be deducted from their pocket money either.

The Client must provide the petrol and pay for this up front. The Client may ask the Child Carer for a contribution for petrol used during their leisure time but where local transport is not easily available we would recommend covering this cost for the Child Carer.

## **Host family commitment**

The client commits to respecting the following obligations:

- Welcome the Child Carer as a member of the family and not treat them as an employee
- Providing unlimited and reliable internet access
- Give the Child Carer sufficient training, support and guidance as to how to carry out their duties well
- Help the Child Carer manage the children and support them when the children don't listen to them
- Provide full board and lodging 24/7 with sufficient fresh food available including when the Client may be away for holidays/weekends
- To only ask the Child Carer to carry out light child related housework – they must not be the only person doing housework in the household and cannot replace a cleaner
- Pay the candidate on a weekly basis on the same day every week without the candidate having to remind them
- Always pay the minimum required pocket money even if the client has not needed the Child Carer to carry out as many hours as usual – they need a minimum amount of pocket money to live off
- Provide adequate accommodation – bedroom for sole use of the Child Carer, heated, in good condition with a door that closes properly. They must provide a bed and storage for the Child Carer's clothes and belongings. The client agrees to not enter the room without the Child Carer's permission.
- Allow the Child Carer time to attend language lessons during the week
- Give the Child Carer 2 full days off per week with no babysitting requirements on the days off
- Give the Child Carer one week's paid holiday every 3 months as per the latest BAPAA recommendations
- Giving the Au Pair a written warning with detailed feedback of how to improve and a 7 day probation period prior to giving notice
- Give 2 weeks' notice in case of termination and continue to pay the Child Carer as normal during this period.

**Failure to comply invalidates the refund and replacement policy and the Child Carer no longer has to respect the notice period**

## **Replacement policy**

### **Terms of payment and refund policy**

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.

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.

The introduction 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.

#### **Terms of Payment:**

The placement fee must be paid within 2 working days of reserving the Child Carer and NOT at the Child Carer's arrival. Failure to 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 Client. If the fee remains unpaid on 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.

If the Client wishes to meet the Child Carer in person before committing to the placement, this may be arranged at the Client's cost. The Client will be charged a non-refundable £100 deposit which will be deducted from the placement fee should the placement go ahead.

## **Registration is free**

Pebbles will start looking for your Au Pair as soon as we receive your application form. Once you have chosen your Au Pair who has confirmed they'd like to join your family, we will invoice you. If you don't choose one of the Au Pairs we introduce you to, you don't pay anything.

You can then choose between the two types of payment plans - the one-off finder's fee or the monthly payment plan. On receipt of payment, the final contract will be sent to your Au Pair for final confirmation and they can book their travel!

## **One-off Finder's Fee**

<b>Summer Au Pair</b>	<b>Non Driver</b>	<b>Driver</b>
<i>Under 8 weeks in the summer holidays</i>	<i>Long term placement</i>	<i>Long term placement</i>
£175	£495	£545

#### **Replacement Policy**

The client must give the Child carer a written warning with a 7 day probation period before starting the search for a replacement. The agency must be informed and authorised to communicate directly with the childcarer to discuss any issues and give them the opportunity to improve their performance.

Pebbles will contact both parties to understand what hasn't worked out. We will then take this feedback into account to source a replacement for you according to your original criteria. There will be no charge for this replacement if notice is given within the 4 weeks guarantee period.

Outside of the first 4 weeks (14 days for summer Au Pairs), a new finder's fee will be due.

The Client is entitled to one free replacement if the Child Carer :

- Cancels the placement prior to arrival
- Fails to arrive in the UK without prior notice



- Proves unsuitable during the guarantee period
- Gives notice to leave during the guarantee period

Any replacement requested outside the guarantee period will be subject to a new introduction fee.

The client forfeits their right to a free replacement if :

- The introduction fee was paid late or remains unpaid
- They have not respected the host family commitment

The Client should notify the Agency in writing explaining the situation. The Agency will then propose an alternative **suitable replacement candidate** within 4 weeks of receiving the Client's notification (2 weeks if the Child Carer fails to arrive without prior notice, 6 weeks for a driver). The Agency will aim to find a replacement as fast as possible and this is usually arranged within 2 weeks.

**Definition of a Suitable Replacement Candidate:**

A suitable replacement 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, relevant experience and ability to live with pets. Nationality cannot be guaranteed.

**Refund Policy**

In the unlikely event that the agency is unable to provide the client with a suitable candidate as per the replacement policy, a partial refund may be given at the agency's discretion. If the Au Pair placement breaks down and Pebbles are not able to introduce you to any suitable candidates meeting your original requirements

- 50% if notice is given in the first two weeks
- 25% if notice is given in the first two weeks
- After 28 days, no refund will be possible
- No refund for summer Au Pairs

## Monthly payment plan

The monthly payment plan involves a one of set up fee due followed by monthly payments for the entire period that your family are hosting a Pebbles Au Pair. Any replacements are included in the monthly payments.

**Set up Fee : £95**

- A set up fee of £95 for your first placement.
- This is a one off non-refundable fee due on confirmation of your placement.
- Should you decide to source a new Pebbles Au Pair having terminated your contract/monthly payments a new set up fee will be due.

**Monthly Payments**

The monthly payment for the first month will be debited with your set up fee.

Subsequent payments will be debited at monthly intervals from the second month for the duration of your time as a Pebbles host family.

**Non Driver Driver**

£49            £55

*Any price increases for the monthly plan will not start until the next Au Pair arrives*

**Replacement Policy**



- All replacements/new placements are **included in the monthly payments**.
- Should any irreconcilable differences arise between the Au Pair and the host family at any point during the placement, Pebbles will contact both parties to understand what hasn't worked out. We will then take this feedback into account to source a replacement according to the Client's original criteria.

### **Refund Policy**

- At the end of the placement, the monthly payments will stop on notifying the agency that the contract has been terminated.
- There are no refunds possible with the monthly payment plan.
- Any month started is due.
- No refund is due for any gap between placements.

### **The partial refund will not be given if the client :**

- rejects the proposal of a suitable candidate as per the replacement policy
- makes alternative arrangements via another source and doesn't require a replacement
- changes their original criteria and the Agency is consequently unable to find a replacement
- no longer wishes to hire a Child Carer, regardless of the reason
- should the Client cancel the placement prior to the start date for whatever reason (If the Child Carer has already made their travel arrangements, the Client agrees to reimburse the Child Carer in full).
- has, in the Agency's judgement, not respected their obligations resulting in serious misconduct or breach of contract (1)

### **Conditions of termination**

Both the Child Carer and Client must respect a 2 week notice period should they wish to terminate the contract between them. Both parties should contact the Agency prior to giving notice to the Child Carer in order to explore any possible means of reconciliation.

During this period, both parties agree to respect their obligations - the Child Carer should carry out their daily tasks and the Client must provide board and lodging and continue to pay pocket money to the Child Carer. If the Client wishes the Child Carer to leave their home sooner, they may either offer to pay for the Child Carer's return travel home or 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 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.

The Agency is not responsible if the Child Carer does not respect their notice period as leaves before. This is a good faith agreement and no legal action can be taken against the Child Carer or the Agency.

The Client understands that the Child Carer may give notice at any time during the placement. It is very rare for a Child Carer to give notice before the end where the Client has respected all the guidelines given by the Agency.



In situations where the Client is highly reliant on the Child Carer for their professional commitments we would recommend only choosing an Au Pair or Family Assistant if the Client has access to emergency childcare as a backup should the placement break down. Neither the Agency or the Child Carer may be held responsible for any loss of earnings or career potential in the event of a placement ending before it's planned finish date.

## 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](mailto: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 Child Carer and their Partners.

The Client agrees that the Agency can add a few key details regarding the vacancy to the Agency website (location, age/gender of children, work conditions) – no identifying information or photos will be used in the public domain.

## Notes & exceptions

(1) 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 5 hours per week) or childcare (maximum 30 hours a 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; 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, reasonable heating); 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, failure to disclose information to the Agency which leads to the Child Carer leaving prematurely.

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 a 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.



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

## Privacy policy and Disclaimer

### 1. Introduction

- 1.1 We are committed to safeguarding the privacy of our website visitors; in this policy we explain how we will treat your personal information.
- 1.2 We do not use cookies

### 2. Credit

- 2.1 This policy was prepared by SEQ Legal (<http://www.seqlegal.com>).

### 3. Collecting personal information

- 3.1 We may collect, store and use the following kinds of personal information:
  - (a) information that you provide to us when registering with our website
  - (b) information that you provide when completing your profile on our website or via email including your name, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details and employment details and those of your family
  - (c) information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters
  - (d) information that you provide to us when using the services on our website, or that is generated in the course of the use of those services (including [the timing, frequency and pattern of service use]);
  - (e) [information relating to any purchases you make of our [goods] OR [services] OR [goods and/or services] or any other transactions that you enter into through our website (including [your name, address, telephone number, email address and card details])];
  - (f) [any other personal information that you choose to send to us].
- 3.2 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

### 4. Using personal information

- 4.1 Personal information submitted to us through our website will be used for the purposes specified in this policy or on the relevant pages of the website.
- 4.2 We may use your personal information to:
  - (a) administer our website and business;
  - (b) enable your use of the services available on our website;



- (c) supply to you services purchased through our website;
- (d) [send statements, invoices and payment reminders to you, and collect payments from you];
- (e) [send you non-marketing commercial communications];
- (f) [send you email notifications that you have specifically requested];
- (g) [send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter)];
- (h) send you marketing communications relating to our business which we think may be of interest to you, by email or similar technology (you can inform us at any time if you no longer require marketing communications);

- 4.3 If you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the licence you grant to us.
- 4.4 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.
- 4.5 All our website financial transactions are handled through our payment services provider, *[Paypal]*. You can review the provider's privacy policy at *[www.paypal.com]*. We will share information with our payment services provider only to the extent necessary for the purposes of processing payments you make via our website, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

## **5. Disclosing personal information**

- 5.1 We may disclose your personal information to our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.
- 5.2 We may disclose your personal information to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes set out in this policy.
- 5.3 We may disclose your personal information:
  - (a) to the extent that we are required to do so by law;
  - (b) in connection with any ongoing or prospective legal proceedings;
  - (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
  - (d) [to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling]; and
  - (e) [to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information].
- 5.4 Except as provided in this policy, we will not provide your personal information to third parties.





## **6. International data transfers**

- 6.1 Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.
- 6.2 Information that we collect may be transferred to the following countries which do not have data protection laws equivalent to those in force in the European Economic Area: [the United States of America, Russia, Japan, China and India].
- 6.3 Personal information that you publish on our website or submit for publication on our website may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.
- 6.4 You expressly agree to the transfers of personal information described in this Section 6.

## **7. Retaining personal information**

- 7.1 This Section 7 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.
- 7.2 Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 7.3 Notwithstanding the other provisions of this Section 7, we will retain documents (including electronic documents) containing personal data:
  - (a) to the extent that we are required to do so by law;
  - (b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
  - (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

## **8. Security of personal information**

- 8.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.
- 8.2 We will store all the personal information you provide on our secure (password- and firewall-protected) computers.
- 8.4 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

## **9. Amendments**

- 9.1 We may update this policy from time to time by publishing a new version on our website.
- 9.2 You should check this page occasionally to ensure you are happy with any changes to this policy.

## **10. Your rights**

- 10.1 You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:



- (a) the payment of a fee (currently fixed at GBP 10); and
- (b) the supply of appropriate evidence of your identity [(for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address)].

10.2 We may withhold personal information that you request to the extent permitted by law.

10.3 You may instruct us at any time not to process your personal information for marketing purposes.

10.4 In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

## 11. Third party websites

11.1 Our website includes hyperlinks to, and details of, third party websites.

11.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

## 12. Updating information

12.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

## 13. Cookies

13.1 Our website does not use cookies.

## 14. Data protection registration

14.1 We are registered as a data controller with the UK Information Commissioner's Office.

14.2 Our data protection registration number is **ZA001053**.

## 15. Our details

15.1 This website is owned and operated by *[APBP Ltd]*.

15.2 We are registered in [England and Wales] under registration number *[06300569]*, and our registered office is at *[Suite 4b 43 Berkeley Square, London, W1J 5FJ]*.

15.3 You can contact us:

- (a) by post, using the postal address 73 Harrow Rd, Leighton Buzzard, Beds LU7 4UF;
- (b) by telephone, on the contact number published on our website from time to time]; or
- (d) by email, using [info@aupairsbypebbles.com](mailto:info@aupairsbypebbles.com)

## 16. Disclaimer

Au Pairs by Pebbles does not accept any liability that may arise from using or downloading information from this website.