



igsuavy24@gmail.com

AU PAIR AND HOST FAMILY RIGHTS, DUTIES AND RESPONSIBILITIES.

This is a legal document containing all important details and expectations between an Au Pair and a Host family. Host Families have to respect Au Pair working hours and give the possibility to their Au Pairs to attend a language course and have free time to fully enjoy the experience of living abroad whereas; the Au Pair must adhere to their outlined duties and responsibilities.

Candidates looking forward to becoming an Au Pair and families hiring an Au Pair should discuss the terms of their responsibilities prior the beginning of the Au Pair program and travels, and sign the Au Pair contract.

This agreement has been drawn up in two copies; one to be retained by the Host Family and the other by the Au Pair.

SECTION 1: AU PAIR

1a. Qualities of Au Pair in Germany

To be an Au Pair in Germany you are expected to be:

- I. Healthy
- II. Not have children of your own
- III. Have experience in childcare.
- IV. EU citizens Au Pair Age: 18 - 30 years and Valid passport or ID card
- V. Non-EU citizens Au Pair Age: 18 – 26 and a visa or residence permit

- VI. Basic German knowledge (A1 certificate)
- VII. Have an Au Pair contract
- VIII. Health insurance valid for the whole stay in Germany (your Host Family will pay for it, the document is needed for the visa application)
- IX. Valid passport
- X. You can cover your visa and travel expenses
- XI. Invitation letter (required for some nationalities)
- XII. Motivation letter (required for some nationalities)
- XIII. The Au Pair should register at the foreign office (Ausländerbehörde) as soon as possible once in Germany

1b. Au Pair rights and duties

- I. The Au Pair will submit a medical certificate which confirms his/her health status.
- II. During work hours, the Au Pair may only use his/her personal mobile phone for emergencies.
- III. The Au Pair is committed to return home at the end of the contract; if the Au Pair has saved holidays, she/he can return home earlier
- IV. The Au Pair will research and comply with all immigration formalities required by the Host Country. Within their capabilities, the Host Family will help the Au Pair with the registration formalities
- V. The Au Pair participates in the meals and receives the same food as the family, if parties don't agree differently.
- VI. The Au Pair should not work for more than maximum hours per week so that the Au Pair has the opportunity to take part in lectures to improve her/his language skills and to participate in cultural activities. i.e., 30 hours per week (including babysitting) with a maximum of 6 hours daily
- VII. The Au Pair is entitled to have free day (s) per week. Among the monthly free days is at least one full free weekend. The Host Family allows the free performance of faith during the common times (e.g., church visit, etc.).
- VIII. The Au Pair receives for every full month 2 days holiday. Taking part in the family's holiday is only recognized as holiday if the Au Pair does minor jobs. During the holidays, the pocket money continues to be paid
- IX. Au Pairs from Non-European Union (EU) member states are not allowed to have other jobs during their stay.

1c. Here are the responsibilities of an Au Pair:

- I. Playing with the children
- II. Driving/picking up the kids from school and other activities
- III. Cooking easy recipes and washing utensils
- IV. Keeping the children's rooms tidy and clean
- V. Ironing the children's clothes and do their laundry
- VI. Helping the children with their homework
- VII. Putting the kids to sleep
- VIII. Be able to solve the problems related to the daily life of the kids, set rules and help them follow their routine.
- IX. Helping the host kids with personal hygiene (tooth brushing, changing diapers etc.)
- X. Light shopping

1d. What should an Au Pair NOT do?

An Au Pair responsibility should not be mistaken for a nanny or a housekeeper. The purpose of Au Pair program is for cultural exchange for both parties.

Here are some duties that the Au Pair should NOT do during her stay:

- I. Cooking for the entire family
- II. Cleaning non-shared rooms or work in the garden
- III. Washing the car
- IV. Doing laundry or ironing clothes for the whole family
- V. Taking care of others' children besides the host kids
- VI. Taking care of pets unless previously agreed

SECTION 2: HOST FAMILY.

2a. Host Family's Rights

Host Family has a right to make the following declaration of which the Au Pair takes note:

- I. Number of members the family consists of (inclusive of adults and children)
- II. Ages of the children
- III. Type of family's housing (flat, house etc, rooms e.g., bathroom, distance from language school)
- IV. Domestic staff in the home
- V. The language normally spoken in the household

2b. Host family duties and responsibilities

- I. The Host Family is committed to welcome the Au Pair into the family and to let her/him share the daily family life
- II. The Host Family provides board and lodging for the Au Pair and places at his/her disposal a separate suitable, lockable room with daylight and of at least eight square meters.
- III. The Host Family does not pay the Au Pair's travel costs to and from the Host Family's residence unless willingly agrees to. The Host Family will however collect the Au Pair from the nearest international terminal (airport, railway or coach station) to take him/her to the family's residence, or provide and pay for a taxi
- IV. The Host Family undertakes to register the Au Pair to the social security scheme which covers the following benefits (disease, hospital care, medical care, pharmaceutical expenses, pregnancy and birth)
- V. If the Au Pair falls ill, the Host Family shall continue to provide board and lodging and gives all appropriate care until other solutions are found.
- VI. The Host family understands that it is their sole responsibility to carefully choose from among the candidates presented to them, and that there is no warranty of our satisfaction or compatibility of any particular candidate.
- VII. The Host family shall view pictures and video call with the candidates only for purposes of verifying the identity of an Au Pair but we will not share, forward, repost, republish or reprint.

- VIII. The Host family is responsible to monitor progress of an Au Pair in their home after placement and not the agency
- IX. The Host family agrees that the Au Pair will assist their family with day-to-day childcare and stick to guidelines of au pair program in Germany stating; Au Pairs work 30 hours per week (including babysitting) with a maximum of 6 hours daily. Au Pairs in a one-year stay will have four weeks of holidays. If the stay is shorter, they will have two days in a working month. Au Pairs should have at least 4 evenings and 1,5 complete days free.
- X. The Host family recognizes the purpose of this program is to provide the candidate with an opportunity to learn language and culture; they agree to provide the Au Pair with ample opportunity to partake this at their expense.
- XI. Host agrees to pay the required amount/fees in accordance with the policies

SECTION 3: HEALTH INSURANCE

In Germany, participants from **non-EU** Member States must also receive a private insurance covered by their Host Families.

Participants from **European Union** member states can benefit from German Health Care through the European Health Insurance Card. Application for this insurance must be done in the Au Pair's home country before traveling

SECTION 4: SALARY

Germany's official Au Pair program salary establishes €280 euros as the monthly salary. The Host Family must also contribute to the Au Pair's language course for a total of €840 euros per year (12x70€).

Families can choose to pay this amount to the Au Pair monthly (€70 euros per month for the whole duration of the program) or all at once. In some cases, this will cover the complete cost but in other cases the Au Pair will have to pay the rest.

Travel costs to and from the language school are paid by the host families

Host Family pays the Au Pair pocket money amounting to monthly. This pocket money can be paid either on a weekly/monthly basis as per their agreement

SECTION 5: MISCELLANEOUS PROVISIONS

- I. Should either party cancel this contract, a two-week period of notice must be given in writing. The Host Family must honor the lodging and pocket money obligation for the notice period, unless both parties agree otherwise.
- II. The Au Pair must continue to fulfill her/his childcare and domestic duties for the notice period, unless both parties agree otherwise.
- III. Regardless of whether the period concerned is specified or not, in the event of serious misconduct by one of the parties, the other party may immediately terminate the agreement.
- IV. The host family agrees to adhere to the content about being an au pair employer according to the European Union agreement

We, the undersigned have applied to be a host family and Au Pair under Igsuavy Company Ltd. The company agrees to recruit Au Pair candidate for our consideration and to be a resource of support. We understand that this Agreement is a legal contract and that we have been advised to seek legal advice before signing this Agreement. By signing the Agreement, we acknowledge that we have read and understand the provisions of this Agreement and accept and agree to abide by the terms as set forth herein above.

**The contract will be made between
hereinafter referred to as "the Host Family"**

(Mr.) or (Ms.): _____

Postal code: _____

City: _____

Street: _____

Country: _____

Phone number: _____

Email address: _____

Signature: _____

and

hereinafter referred to as "the Au Pair"

(Mr.) or (Ms.): _____

Date of Birth(month/day/year): _____

Place of Birth (city/town, country): _____

Nationality: _____

Postal code: _____

City: _____

Country: _____

Street: _____

Phone number: _____

Email address: _____

Signature: _____