



AU PAIR • NANNY • EDUCATOR

FAMILY | TERMS AND CONDITIONS OF BUSINESS

GENERAL TERMS

1. FAMILY OBLIGATIONS AND RESPONSIBILITIES

1.1. Cooperation

1.1.1. The family understands that cooperation will assist in a quick and expedient recruitment process and placement. The Family agree to provide reasonable cooperation in the initial matching and placement period and for the duration of the Placement Term. This includes their cooperation during mediation, rematch and with Ministry of Education visits and licensing should these arise.

1.1.2. The Family will read all programme guidelines and policies provided by the Agency and abide by the terms, conditions and criteria for placement.

1.2. Accuracy of Information

1.2.1. It is the responsibility of the Family to ensure that full and accurate information and documentation is provided to the Agency and/or the Candidate by the Family. This includes, as appropriate, the family profile and accompanying photographs. The Family declare all information provided to the Agency is truthful and complete to the best of their knowledge.

1.2.2. The Family also agrees to complete all documentation and forms required by the Agency including, but not limited to, a family profile, employment agreement, child enrolment forms, child attendance sheets, timesheets, other relevant Ministry of Education and related agency forms (for example ECE Attestation, Police Vet), and any other forms necessary for the provision of services to the Family.

1.2.3. The Family agree to police vetting checks for each member in the household who is 18 years or over in accordance with the Ministry of Education regulations. The Family must provide true and accurate information. If any changes occur during the placement, the Family must notify The Agency immediately. If another person moves into the home during the placement who is over 18 years of age. The Family acknowledge that they will also need to be police vetted.

1.3. Confidentiality

1.3.1. The Family understands that during the course of the Family's relationship with the Agency and as part of the matching process, the Family may be provided with multiple profiles for candidates. This may include, but is not limited to, the Candidate's contact details and other private and/or personal information such as names, addresses, phone numbers, email details. This information provided on a confidential basis to the Family, and the Family agrees that they will not contact candidates or share this information with any third party or other party without the Agency's written permission.

1.4. Suitability of Candidate

1.4.1. The Family have the sole responsibility to satisfy themselves as to the suitability of the candidates presented to the Family and to thoroughly interview candidates by phone, online or in person to ensure a good match prior to making an offer of placement. The Agency accepts no liability for the choice of candidate the Family makes.

1.5. Offer

1.5.1. The Family agrees to only offer employment to a Candidate via the Agency who will communicate the offer to the chosen Candidate. If the Family makes an offer privately to an Au Pair who has been introduced to the Family via the Agency the Family will be invoiced the Buddy Placement Fee plus three months of the Dream Programme Fee.

1.6. Documentation

1.6.1. Upon confirmation to the Family that the offer of employment (full or part time, fixed term, temporary) made by the Agency is accepted by the Candidate (verbally or in writing), the Agency will provide the Family a Confirmation of Employment containing necessary actions and steps, as well as an Employment Agreement template. The chosen Candidate becomes the Employee of the Family once the Employment Agreement is signed by all parties.

1.7. Communication

1.7.1. The Family agrees to discuss any household rules, schedules, routines and methods of child discipline with the Candidate and provide this to the Candidate in a form of a 'job description' along with the Employment Agreement at the start of employment. All parties understand that regular and open communication is paramount in building a lasting working relationship. If the Family experience a breakdown in communication or have expectations that are not being met, the family will ensure that the Agency has been informed. It is the responsibility of the Family to monitor the performance of the Candidate in the home and notify the Agency immediately if any problems or issues are identified.

1.7.2. The Agency expects that the Family and Au Pair will meet on a weekly basis to give performance feedback and discuss any issues that may have arisen and put in place an action plan to resolve.

1.8. Familiarisation Period

1.8.1. The Family acknowledges that the Candidate will need time to adjust to their surroundings and responsibilities and will provide the Candidate with a familiarisation period. During this period, one of the Family's primary caregivers will take time out of their regular activities for a minimum of two days to show, explain, assist and demonstrate to the Candidate their duties. It is the Family's responsibility to pay the usual wages to the Candidate during any period of familiarisation.

1.9. Responsibility for the Safety of Children

1.9.1. The Family understand and agree that they are responsible for the safety of their child/ren. The Family understands that Au Pair candidates are not trained professional childcare workers and as such the Family hold the ultimate responsibility for the safety and wellbeing of their child/ren.

1.9.2. The Family understands that the Agency and its related companies and partners have carefully screened and vetted the candidates and the Family agrees that the Agency cannot be held responsible for any act or omission of the Candidate.



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1.10. Safe Healthy Work Environment

1.10.1. The Family agree that they are responsible for the safety and wellbeing of the Candidate. As the employer, the Family agree to comply with the Health and Safety at Work Act 2015 and to provide a clean and hygienic living environment. If the Family is enrolled on our Dream Education Programme, the Family agrees to comply with Ministry of Education requirements and the Agency's policies regarding health and safety, premises and facilities.

2. EMPLOYMENT RELATIONSHIP AND PAYROLL

2.1. Employment Relationship

2.1.1. The Family understands that the Candidate placed with the Family is their direct Employee and not the employee of the Agency. As the Family's Employee, your Employee is entitled to all of the entitlements and benefits provided under New Zealand employment law. The Family agree that the Agency will administer the payroll on their behalf but that the Family remain the direct employer of the Candidate.

2.1.2. If the Family is eligible for the Dream Education Programme then the child/ren will be enrolled on the Programme for the hours per week which they are eligible for. Please refer to **Schedules One to Four** for further information on Programme options and associated fee schedules.

2.1.3. For an Au Pair Family only, the Family understands and agrees that the employment relationship is facilitated by the Agency. Should the Family no longer require the Agency's services and terminates this Agreement, the Candidate cannot continue to be employed by the Family or to reside in the Family's home.

2.1.4. For an Au Pair Family only, the Agency reserves the right to terminate the Family's employment relationship with the Candidate if any of the terms and conditions of this Agreement are breached by the Family.

2.2. Payroll

2.2.1. For a Family who are utilising the Agency's Payroll Service, the Family will pay the wages for the Candidate to the Agency who will administer the payroll on the Family's behalf. Refer to **Schedule Two, Clause 1.7. and Schedule Four, Clauses 1.1. to 1.4.** for specific details relating to wages.

2.2.2. In processing the Family payroll, the Agency will make all net wage payments to the Candidate, and also PAYE and ACC payments to the appropriate authorities. Further the Agency will file all necessary returns (including tax) on the Family's behalf.

2.2.3. It the carer's responsibility to attain their own New Zealand tax number with Inland Revenue.

2.2.4. The Candidate is entitled to annual holidays and public holidays as set out in the Holidays Act 2003.

2.3. Mediation and Problem Resolution

2.3.1. The Family agree to provide a familiarisation period as described in **Clause 1.8. Familiarisation Period**. It can take two to four weeks for the Candidate to settle into new routines and work patterns, and the Family agrees in good faith to allow reasonable time for the Candidate to settle

into their new role. The Family understands that open communication between the Family and Candidate is key to establishing and maintaining a good working relationship.

2.3.2. Should the Family experience a breakdown in communication or find the Family's expectations of performance are not being met by the Candidate, the Family agrees to notify the Agency of the concerns immediately. It is the Family's responsibility to monitor the performance of the Candidate. The Family also agree to enter into mediation in good faith if advised to do so by the Agency. The Agency will provide reasonable support, advice and assistance to resolve the situation.

2.4. Abuse, Inappropriate Behaviour and Illegal Activity

2.4.1. The Agency has a no tolerance policy on abuse of any kind; family violence, neglect, and bullying, illegal or inappropriate behaviour including drug use or sexual advances toward the Candidate.

2.4.2. The Agency also has a no tolerance policy on any physical discipline of children including, but not limited to, hitting, smacking, biting or any other form of physical correctional discipline.

2.4.3. The Family understands that where the Agency have reasonable cause to believe the Family have engaged in abusive or inappropriate behaviour or illegal activity that this will result in the immediate removal of the Candidate from the Family's employment, the termination of this Agreement, and reporting of illegal activities or abuse to the appropriate authorities.

2.4.4. The Family understands that due to the sensitive nature of these allegations, the Agency may act to remove the Candidate immediately and without notice regardless of the outcome of the allegations; and the Family agree that the Agency will not be liable for actions taken by the Agency as stipulated in this clause.

2.5. Dismissal

2.5.1. The Family agree to follow correct procedure in dismissal of the Candidate in accordance with NZ employment law. This includes the use of verbal and written warnings prior to dismissal. Immediate dismissal or dismissal on notice can occur where there is just cause for serious misconduct. Serious misconduct includes but is not limited to:

- a) Theft or dishonesty
- b) Threat of harm or abusive behaviour to the Family, children or the Family's property.
- c) Serious or repeated failure to follow a reasonable instruction
- d) Actions which seriously damage the reputation of the Family
- e) Falsified information in the application
- f) Gross misconduct, including but not limited to, alcohol or drug abuse, willful damage of property.

2.5.2. If the Family believes the Candidate has committed an act of serious or gross misconduct, the Family agree to seek the Agency's advice. If it is found that serious or gross



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misconduct has not occurred the Family agree to enter into mediation as advised by the Agency.

2.6. Termination of Employment

2.6.1. Should the Family wish to terminate the employment relationship with the Candidate, the Family agree to provide the notice period outlined in the Employment Agreement between the Family and the Candidate. To terminate the employment relationship the Family must have justifiable cause. Instant dismissal can only be undertaken as per **Clause 2.5. Dismissal**. Should the Family terminate the employment relationship with the Candidate prior to the end of the Placement Term and exit our programme, the Family may be liable for cancellation charges as outlined in **Clause 4.4. Cancellation during the Placement Term**. The Family must also pay the Candidate any outstanding amounts owing, including the completion bonus for Au Pairs for the period of time they have been employed by the Family. **Please also refer to Schedule Two – Au Pair Fee Structure, Clause 1.8.**

2.7. Termination of Employment at the Agency's Direction

2.7.1. For an Au Pair Family only, should the Agency form the view, in the Agency's sole and absolute discretion, that the Candidate should be removed from the Family's employment, and residence for whatever reason, then the Family agrees to terminate the Candidate's employment prior to the expiry of the Placement Term (if applicable). In that event the Family will provide the Candidate with two weeks written notice paid in lieu. For the avoidance of any doubt, the Family agrees that the Agency does not require the Family to consent or the Candidate's consent to take action under this clause nor does the Agency need to provide the reasons for termination to the Family or the Candidate except as required by law.

2.8. Rematch Policy

2.8.1. Whilst the Agency makes every reasonable effort to ensure the suitability of Candidates, the final decision on suitability of the Candidate is the sole responsibility of the Family and the Agency does not guarantee or accept any liability regarding the suitability of a Candidate once employment has commenced. The Agency accepts no liability resulting from the choice of the Candidate made by the Family.

2.8.2. The Agency does not offer refunds on placement fees; however, the Agency offers one free replacement Candidate per fee paid. This is not applicable to Temporary Nanny or Nanny Babysitting arrangements. This is subject to the following conditions:

- a) The Agency invoice has been paid in full by the Family in accordance with the terms of payment in **Clause 3. Payment Terms and Clause 4. Cancellation Terms**.
- b) The Candidate has been employed by the Family for a period of less than 12 weeks from the commencement of employment and have followed the mediation process in **Clause 2.3. Mediation and Problem Resolution**.
- c) If the Candidate has been employed for a period of 12 weeks or longer, no free rematch will be provided by the Agency.

d) The Family has provided the Agency with a copy of the signed Employment Agreement between the Family and the Candidate.

e) The Family has terminated the employment, and the Family has followed the disciplinary and dismissal process as required by law in the Employment Agreement.

f) The Candidate has not left the position due to unreasonable demands, a change in location, breach or change of contract terms or job description, or verbal or physical abuse or any other reason caused by the Family.

g) The search for a replacement Candidate must be the same days and hours as in the signed Employment Agreement for the original search. If this has changed then a new search will be activated, and a new Agency fee will be generated in accordance with the terms of payment in **Clause 3. Payment Terms, and Schedule Two – Au Pair Fee Structure and Schedule Four – Nanny Fee Structure and Payment**.

2.8.3. If the Candidate terminates their placement with the Family within 12 weeks of the placement commencing, or if the Family believe the Candidate is not a good match within the initial 12 week placement period, and provided every effort has been made by the parties to resolve issues of communication and performance through mediation, the Agency agrees to offer a replacement Candidate to the Family and will waive the placement fee. The Agency reserves the right to withdraw this offer if the family have breached any of the terms of this Agreement.

2.8.4. The Agency is dedicated to sourcing suitable replacement Candidates; however, the Agency accepts no liability if the Family deems the replacement Candidates unacceptable; and the Agency has no responsibility to replace the Candidate after five Candidates have been deemed unacceptable by the Family.

2.8.5. The Family understands that the Agency is able to offer replacement candidate profiles based on availability of candidates and that there may not be a suitable replacement candidate available. If no suitable candidate is available, the Agency may terminate this Agreement.

2.8.6. Families registered for Private Support are not eligible for rematch. Should the Family subsequently place a Candidate, the Family will be required to pay the placement fee as set out in **Schedule Two – Au Pair Fee Structure and Schedule Four – Nanny Fee Structure and Payment**.

3. PAYMENT TERMS

3.1. Changes to Fees and Wages

3.1.1. The Agency may change the programme fees at any time and will provide one month written notice to the Family of any such change. The Family also understands that changes to employment laws and the Agency's review of wage payments, board and lodging rates (if applicable) from time to time can result in changes to the weekly wage amounts. Wherever possible the Agency will provide one month notice in writing of any such changes.



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3.2. Invoice Disputes

- 3.2.1. If the Family disputes the whole or any part of an invoice issued by the Agency, the Family must notify the Agency within five working days of receiving the invoice.
- 3.2.2. If the Family has disputed an invoice issued by the Agency and the dispute has not been resolved within 10 working days from the date of notification of such a dispute, the Family must pay any undisputed amount relating to the invoice on the date due.
- 3.2.3. If the dispute remains unresolved after 10 working days from the date of notification of such dispute to the Agency, the Agency reserves the right to take proceedings against the Family to recover the disputed amount and any surcharge payable.

3.3. Disputed Accounts

- 3.3.1. If the Family disputes a fee, the Family may withhold payment of that fee provided the Family notifies the Agency in writing within five days of receipt of invoice, and provided the Family settle any non-disputed fees owing within the prescribed time frame. The Family agree to cooperate with the Agency to quickly resolve any fee dispute. The Agency will investigate disputed invoices to determine their accuracy upon the Family's written receipt and notify the Family of the result in writing. Where a fee error is discovered a credit or debit will be applied as appropriate. Where there is no error the Family agree to settle the account within seven days of written notification.

3.4. Outstanding Accounts

- 3.4.1. A claim raised by the Family does not entitle the Family to offset against, or withhold payment of, any fee or money owed to the Agency.
- 3.4.2. If the Family fail to pay any undisputed fee payable under these terms within the prescribed time frame, the Agency reserves the right to refer the debt to an external collection agency and will seek reimbursement in respect of any debt collection fees or fees for legal action taken to recover the outstanding amounts due.
- 3.4.3. Alternatively, the Agency reserves the right to remove the Candidate from the Family's employment and terminate the Employment Agreement, for Au Pair Families only.

4. CANCELLATION TERMS

4.1. Cancellation of the Agreement by the Family

- 4.1.1. If the Family no longer require the Agency's services or the services of the Candidate, and wish to terminate this Agreement, the Family may do so by giving the required notice, outlined in the Candidate's Employment Agreement, in writing provided the Family has paid all outstanding fees and charges accordingly.
- 4.1.2. For an Au Pair Family only, the Family agree that by terminating this Agreement the Candidate can no longer continue to be employed by the Family and cannot continue to reside with the Family (if applicable). The Family understands that cancellation of this Agreement by the Family may attract cancellation charges as outlined in **Schedule Two – Au Pair Fee Structure, Clause 1.9.**

4.2. Cancellation of this Agreement by the Agency

- 4.2.1. The Agency may terminate this Agreement if the Family are in breach of any of the terms and conditions of business. The Family remain liable to pay all outstanding invoices accordingly. The Agency are not required to give notice of termination if the Family have breached a clause in the Agreement stipulating immediate termination of the Agreement. In all other cases of termination of the Agreement by the Agency, the Agency will provide two weeks' notice in writing.

4.3. Cancellation prior to Candidate Start Date or Arrival in New Zealand

- 4.3.1. If an Au Pair Family no longer require the Agency's services and the services of the Candidate, after an offer of employment has been made by the Au Pair Family and has accepted either verbally or in writing by the Candidate; if the Au Pair Family subsequently cancels this Agreement prior to the Candidate's start date or arrival in NZ, the Family are liable for cancellation charges as per **Schedule Two – Au Pair Fee Structure, Clause 1.9.**
- 4.3.2. The Agency reserves the right to charge a fee being an amount equivalent up to 100% of the permanent placement fee for the work incurred under **Schedule Two – Au Pair Fee Structure and Schedule Four – Nanny Fee Structure and Payment,**
- 4.3.3. Please refer to **Schedule Four – Nanny Fee Structure and Payment, Clause 2** for Nanny Family Cancellation Charges.
- 4.3.4. In the event of a Family withdrawing an offer of employment, the Agency accepts no responsibility for any personal grievance, any liability whatsoever, or other action taken by the Candidate against the Family under the Employment Relations Act 2000.

4.4. Cancellation during the Placement Term

- 4.4.1. If the Family no longer require the Agency's services and the services of the Candidate, and the Family cancels the Employment Agreement prior to the agreed end date (if applicable) on the Employment Agreement, the Family are liable for cancellation charges, as per **Schedule Two – Au Pair Fee Structure, Clause 1.9., and Schedule Four – Nanny Fee Structure and Payment, Clause 2.**
- 4.4.2. Cancellation charges will be invoiced to the Family at the discretion of the Agency and will include the any monies (including completion bonus, if applicable) owed to the Candidate in accordance with **Schedule Two – Au Pair Fee Structure and Schedule Four – Nanny Fee Structure and Payment.**

4.5. Cancellation for Serious or Gross Misconduct

- 4.5.1. No cancellation charges are charged where the Candidate is dismissed for serious or gross misconduct as per **Clause 2.5. Dismissal.**

5. GENERAL

5.1. Liability

- 5.1.1. The Agency and the Family acknowledge, agree and confirm that the services provided by the Agency to the Family under these Terms and Conditions of Business are subject



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to the Consumer Guarantees Act 1993. Any such limitation of liability under these Terms and Conditions of Business shall be read subject to the guarantees provided under the Consumer Guarantees Act 1993.

5.1.2. Subject to this **Clause 5.1.1. Liability**, above, and to the maximum extent permitted by law, the total liability of the Agency for all claims under, or in relation to, these Terms and Conditions of Business or its subject matter, whether in contract, tort (including negligence), in equity, under statute, based on fundamental breach or breach of a fundamental term, or on any other basis will not in any event exceed the price of the service provided under these Terms and Conditions of Business (or the part thereof as the case may be) upon which such liability is based, and whether or not such loss or damage was foreseeable.

5.1.3. The Agency cannot be held responsible for any loss, damage, personal injury, clash of personalities or for any other circumstance that may arise beyond its control subject to **Clause 5.1.1. Liability**.

5.1.4. The Family undertakes to ensure that the Candidate is adequately insured for driving any vehicle which the Candidate is required to drive as part of their duties. The Family will be liable for any excess payable under any insurance policy or for the repair cost if it is less than the stipulated excess, for accidents arising in the performance of the Candidate's duties.

5.1.5. The Family will be liable for the Candidate's acts and omissions resulting in any damage occurring during the performance of their duties. The Agency is not responsible or liable for the acts or omissions of any Candidate whether willful, negligent or otherwise. The provisions of this clause continue to bind the parties after any placement has ended.

5.2. Independent Legal Advice

5.2.1. The Agency does not claim to offer legal advice concerning employment law and relationships, either in this Agreement or in general advice provided in any format. The Agency recommends the Family seek independent legal advice for formal clarification or confirmation of any aspect of your Employer obligation, or if you have further questions or concerns you can contact the Ministry of Business, Innovation and Employment toll free on 0800 20 90 20.

5.3. Confidentiality and Privacy

5.3.1. During the Family's relationship with the Agency, the Agency will collect information about the Family. The Agency may:

- a) Hold the information and share it with the Agency's employees, partner agencies and related companies and contractors for the sole purpose of delivering our Service to the Family.
- b) Use photographs of the Family's children and Candidate in curriculum reporting documentation to demonstrate learning and activities they are engaged in.
- c) Use the information to provide the Candidate with marketing material unless the Family have requested the Agency not to do so; and use information including testimonials and photographs in Agency marketing

material unless the Family have requested the Agency not to do so.

d) Share information with law enforcement authorities if the Agency believes illegal activity is taking place.

5.3.2. The Family are able to access and/or correct any information held about the Family in accordance with the Privacy Act 1993.

5.4. Related Companies and Partners

5.4.1. The Family agree that the services provided to the Family may be provided by the Agency or any of our related companies and partners.

5.4.2. The Family also understand that Candidates may be recruited and screened by the Agency's partner agencies and not necessarily by The Agency directly and that our partner agencies may charge a fee to the Candidate at the discretion of the partner agency and not the Agency.

5.5. Ending Services

5.5.1. The Agency may cease providing all or part of any Service if the service is no longer viable, is being withdrawn from general availability by the Agency, cannot be provided or is to be replaced with a new Service.

5.6. Release of Claims against the Agency

5.6.1. The Family unconditionally releases the Agency from any claims for damage, injury, stress, loss or expense of any sort incurred in connection with the participation of the Family in our programmes and the selection of a Candidate to stay in the Family's home (if applicable). This release includes, but is not limited to, liability for any intentional or negligent acts or omissions by the Candidate.

5.7. Variation

5.7.1. The Agency reserves the right to amend these Terms and Conditions of Business at any time by providing one month's notice in writing. It is the responsibility of the Family to check the current Terms and Conditions of Business on the Agency website.

5.7.2. These Terms and Conditions of Business comprise all the terms between the parties and supersede all prior discussions and agreements.

5.8. Invalidity

5.8.1. Any provision of these Terms and Conditions of Business that is invalid or unenforceable, will be deemed deleted from these Terms and Conditions of Business. This invalidity will not affect any of the other provisions of these Terms and Conditions of Business, all of which remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

5.9. Governing Law

5.9.1. These Terms and Conditions of Business are governed by New Zealand law. Where references to statutes occur throughout this Agreement these include any amendments, re-enactments, or replacement.



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5.10. Agreement to these Terms

5.10.1. The Agency understands and acknowledges that in registering the Family with the Agency and by submitting the Family application to the Agency and engaging in the Agency services that the Family have agreed to the Terms and Conditions of Business of this Agreement. The Family understands that the Agency will facilitate the employment relationship with the Candidate and the Family cannot engage in an employment relationship with a Candidate represented without fully complying with the terms and conditions of this Agreement.

6. DEFINITIONS

“The Agency” means JFIT Burrage Ltd, Dream Au Pair Club NZ Ltd, KiwiOz Nannies Ltd, Dream Childcare, Dream Au Pair, Dream Nanny.

“Agreement” or “this Agreement” means the Family Terms and Conditions of Business, this document.

“Babysitting” means supervising children who are in bed or ready for bed where no other active duties are required.

“Banked Hours” means where the Au Pair works less than the contracted work hours and unworked hours are saved or banked to use at a later date while normal wages are paid.

“Candidate” means the individual’s profile put forward for a Family’s consideration; and the employee once there is an accepted and sign individual employment agreement between the Family and the Candidate.

“Carer” means the individual Au Pair or Nanny employed by the Family.

“Completion Bonus” means the amount paid to the Au Pair by the Family upon completion of the Placement Term.

“Family” means the customer as identified in the agreement.

“Family Profile” means the registration completed by the Family in applying for a Candidate. This document is completed on the Agency website and is used to represent the Family to candidates which the Family have identified as suitable prior to interview. The Family will have an opportunity to review and update their Family Profile on commencement of each new matching process and at the Family’s request.

“Offer of Placement” means you inviting a Candidate presented to the Family by the Agency to work in the Family’s employment for the Placement Term.

“Employment Agreement” means the individual employment agreement defining the terms of employment between the Family and the Candidate.

“Placement Term” means the agreed period that the Family will employ the Candidate to work for the Family.

“Related Companies” or “Partners” means any company that the Agency uses to provide Services either directly or indirectly.

“Services” means all products and services that the Agency (or any of the Agency’s related companies or partners) provide to the Family.



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SCHEDULE ONE - PROGRAMMES

1.1. Programme Types

1.1.1. The following programmes are provided by the Agency. The Programmes are offered across Au Pair and Nanny Placements unless otherwise specified.

1.2. Dream Education Programme

1.2.1. The Dream Education Programme is a Ministry of Education licensed, home-based early childhood education and care programme. It is available in the following regions - Auckland (including Waiheke), Waikato and Wellington; to families who have at least one child aged 0 to 5 years old, or have not yet started school and be under 6 years of age.

1.2.2. The enrolment process includes completing the home safety check, which needs to be completed within 30 days of the start of employment.

1.2.3. If for any reason the Family leaves the Dream Education Programme within a 3-month period of the Programme commencing, the difference in the placement fee; and the Agency's full fee will be charged.

1.2.4. Dream Education Programme funding will not commence to the Family until the following has been completed:

- a) Placement fee has been paid (if applicable)
- b) Enrolment forms and home safety check completed, and subsequent amendments made
- c) Police check outcome has been received with no adverse outcomes noted
- d) Candidate holds a current first aid certificate

1.3. Ministry of Education Requirements

1.3.1. If the Family is enrolled on the Dream Education Programme, the Family agrees to comply with all Ministry of Education rules and requirements associated with the Agency's policies pertaining to home-based care and education.

1.3.2. The Family agrees to abide by the guidance and direction provided by the Agency's Visiting Teacher in order to comply with these requirements.

1.3.3. The Family agree to allow reasonable access to their home by Ministry of Education and Education Review Office officials in order for them to assess the compliance and quality of the Programme the Agency operates.

1.3.4. The Family understands that failure to comply with these requirements is in breach of this Agreement and can result in termination. This includes access to government subsidies such as 20 hours ECE.

1.4. Programme Engagement

1.4.1. The Family agree to fully participate in our Programmes and to ensure the Family's carer also fully participates and complies with Programme requirements.

1.4.2. On the Dream Education Programme this participation includes a monthly educational story for each child via Educa, Orientation Programme attendance (if applicable),

curriculum requirements, Visiting Teacher visits, attendance at events, playgroups and professional development evenings, and the completion of enrolment forms, and monthly timesheets.

1.4.3. For Au Pair Families only, failure to complete timesheets will result in a transfer to the Buddy Programme with associated costs being applied. On the Buddy Programme this participation includes Orientation attendance, regular communication with the Agency and attendance at events.

1.4.4. The Family understands that failure to participate in good faith is deemed a breach of this Agreement.

1.5. Au Pair Buddy

1.5.1. The Buddy Programme is intended for families with school aged children or for families residing outside of Auckland (excluding Waiheke), Wellington and Waikato, and are ineligible to enroll in our Dream Education Programme. Our Buddy Programme, in general, is a Programme for before and after school care, during term breaks, and includes attending extracurricular activities, help with homework and provision of meals and snacks.

1.6. Private Support

1.6.1. This is a provision in the Dream Education Programme for a Family who source their own carer independent of the Agency. Families enrolling in this Programme must meet all the criteria for the Dream Education Programme and payroll administration.

1.6.2. To be eligible for the Dream Education Programme, the Family is required to comply with the Agency's requirements to ensure the carer has complied with the Ministry of Education background check requirements including, but not limited to:

- a) A one-hour registration interview conducted by the appropriate Agency Placement Consultant.
- b) New Zealand Police check (conducted under the Vulnerable Children's Act 2014).
- c) Two forms of photo identification
- d) Evidence of work history
- e). A minimum of two verbal reference checks.
- f). Verification of qualifications including a valid first aid certificate covering unit standards 6401 and 6042

1.6.3. The Agency will determine which Programme the Family will be enrolled on at the Agency's sole discretion.

1.7. 20 Hours ECE

1.7.1. 20 hours ECE is a government subsidy for children aged 3, 4 and 5 years old enrolled in a Ministry of Education licensed and participating early childhood education (ECE) service. The subsidy is applicable for up to six hours per day, up to 20 hours a week. Children are eligible for the subsidy from their third birthday through until their sixth birthday or until they start to attend primary school.

1.7.2. The Family will complete a child enrolment form and confirm the days and hours the Family are claiming as 20 Hours ECE on an attestation. The Family can split the hours



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claimed between more than one ECE service as long as the Family does not claim for more than 20 hours a week or six hours a day. The Family cannot claim for the same hours twice and the hours cannot overlap more than one service.

- 1.7.3. It is the Family's responsibility to notify the Agency of any changes to their 20 hours ECE claim within 10 days of any change to hours claimed at either the Agency's service or at any other service where the Family's child is enrolled.
- 1.7.4. 20 hours ECE subsidies are paid from the date the enrolment and attestation form is signed and the child is eligible. 20 hours ECE will not be paid in arrears.
- 1.7.5. The Agency's services are open during Public Holidays and regional anniversary days. The Agency receives 20 hours ECE funding on these days.
- 1.7.6. The Agency does not receive 20 hours ECE funding when the carer is on annual leave or sick leave.
- 1.7.7. The subsidy amount and the way the subsidy is paid is determined by the Ministry of Education and is subject to change.

1.8. WINZ Childcare Subsidy (CCS)

- 1.8.1. The Family may be eligible for a Childcare Subsidy if the Family are the primary carer of a dependent child and a New Zealand citizen or permanent resident normally living in New Zealand. Eligibility for the subsidy is dependent on how much the primary carer, primary carer's spouse or partner earn.
- 1.8.2. The child must be aged 0 – 4 years and enrolled in an ECE Programme like the Agency's Dream Education Programme for three or more hours a week.
- 1.8.3. A Childcare Subsidy is normally paid for up to nine hours of childcare a week. In some situations, the Family may be eligible for up to 50 hours a week. If the Family are claiming 20 hours ECE, the Family cannot receive the Childcare Subsidy for those hours.
- 1.8.4. Applications for WINZ (Work & Income New Zealand) CCS need to be made directly to the WINZ office. The Agency charges a \$20 administration fee per week per family to administer these payments to the Family not on the Dream Education Programme.

1.9. Notifications of Changes

- 1.9.1. The Family must notify the Agency within 10 working days or any change that the Family makes to their 20 hours ECE subsidy claim, including any hours the Family claims through other early childhood education providers. It is the Family's responsibility to ensure that they are claiming the correct number of hours and that those hours do not overlap at multiple providers. The Family must also notify the Agency within 10 working days if the Family changes the carer's standard working hours or change the child enrolled hours as per the monthly timesheets that are submitted to the Agency.

1.10. Minimum Enrolled Hours

- 1.10.1. If the Family is eligible for the Dream Education Programme then the child/ren will be enrolled on the Programme for the hours per week which they are eligible for. The Family

agree that these work hours correspond with the child/ren's enrolled hours and attest to these by signing monthly timesheets provided for Ministry of Education purposes.

- 1.10.2. For a Nanny Family, the Family must employ a Nanny on a permanent basis for a minimum of 12 child/ren enrolled hours per week and meet all the Ministry of Education requirements and regulations. The Nanny's hours of work will be required to correspond with the child/rens' enrolled hours. The Family will attest to this requirement by signing a monthly timesheet provided for Ministry of Education purposes.



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SCHEDULE TWO - AU PAIR FEE STRUCTURE

1.1. Cultural Exchange

1.1. The Family agree that the Au Pair Programme is not only a work placement, but also a cultural exchange experience and will welcome the Au Pair into the Family accordingly.

1.2. Board and Lodging Provision

1.2.1. The Family will provide board and lodgings and the Family understands that board and lodgings make up part of the Au Pair wage package, is taxable and is provided in lieu of monetary payment of wages.

1.2.2. The Family agree to provide the Au Pair with board and lodgings as described in the Family Handbook provided to you, for the duration of the placement. This includes a private furnished bedroom with suitable window coverings and heating, all linen, access to a bathroom and all meals and snacks. Board and lodgings must be provided for the full Placement Term, including times where the Family may be away on holiday. The Family understands that failure to make these provisions may result in termination of the Placement Agreement.

1.3. Hours of Work

1.3.1. The Family may choose to bank hours. This means the Au Pair works less than the contracted work hours as set out in the Placement Agreement, and the Family can save or bank unworked hours to be used at a later date, while continuing to pay the minimum weekly wages as per clause 7 Au Pair Wages for the contracted work hours as per the Placement Agreement.

1.3.2. Should your Au Pair terminate the placement prior to the placement end date while owing banked hours, the Au Pair is expected to work the banked hours as they have been paid in advance. If the Au Pair does not work the banked hours, the Family are entitled to deduct these hours from the Au Pair's final pay.

1.3.3. The Family must make all reasonable attempts to utilise the banked hours during the course of the placement on a regular basis.

1.3.4. If both the family and the Au Pair have made all reasonable attempts to utilise the banked hours on a regular basis, the Family cannot unreasonably deduct these hours from the Au Pair final pay.

1.3.5. Should the Family terminate the placement prior to the placement end date or reach the end of the placement with banked hours owing, the Family may not withhold wages or holiday pay in lieu of those banked hours.

1.3.6. The Au Pair will provide one evening's babysitting services to the Family each week. These babysitting hours are offered in addition to the contracted weekly work hours and payment for this service is included in the minimum weekly wages as per clause 7 Au Pair Wages. Babysitting is considered supervision of children who are in bed or ready for bed where no other active duties are required. Additional babysitting evenings must be negotiated directly with the Au Pair at their sole discretion with additional payment. Evening babysitting services cannot be banked or carried over from one week to the next.

1.3.7. The Au Pair may not work more than 45 hours per week unless the Family negotiates extra babysitting hours with the Au Pair directly and is at their sole discretion.

1.3.8. The Family agree to provide the Au Pair with two full days off duty per week and provide the Au Pair with at least one weekend off each calendar month. Failure to comply with this clause may result in termination of the Placement Agreement.

1.4. Arrival, Orientation and First Aid

1.4.1. The Agency provides an online Orientation for all new Au Pairs prior to arrival into New Zealand. The Family agrees to collect their Au Pairs from the airport.

1.4.2. The Family is responsible for the cost of transferring their Au Pair to and from the First Aid Course.

1.5. Completion Bonus

1.5.1. The Family agree to pay a completion bonus to the Au Pair upon successful completion of the placement to the end date noted in the Placement Agreement. The end of contract bonus will amount to \$10 per week of service. The completion bonus will not be payable where the Au Pair is terminated (or is given notice of termination) due to performance concerns, misconduct or serious misconduct.

1.5.2. The Family will be liable to pay the completion bonus to the Au Pair where the Family cancels the Au Pair services prior to the end of the placement term.

1.5.3. The taxable completion bonus is paid by the Family at a rate of \$10 per week and is included in the weekly gross wage payment. It is then held in an Agency payroll account until completion of the Placement term where it is paid to the Au Pair. Where the Au Pair is ineligible to receive the bonus, this will be returned to the Family upon termination of the placement.

1.6. Cancellation Charges

1.6.1. The Agency reserves the right to charge a fee being an amount equivalent up to 100% of the permanent placement fee for the work incurred.

1.6.2. Cancellation prior to Au Pair Arrival in New Zealand

If a Family no longer requires the Agency's services and the services of the Au Pair and cancels this Agreement after making an offer of placement and prior to the Au Pair's arrival in NZ, the Family are liable for cancellation charges.

Cancellation charges will be invoiced to you at the discretion of the Agency and will include 100% of the placement fee plus re-imbursalment to the Au Pair for the cost of flights, visa, insurance, medical and other expenses incurred to come to NZ.

1.6.3. Cancellation during the Placement Term

If you no longer require the Agency's services and the services of the Au Pair and cancel this Agreement prior to the agreed end of Placement Date on the Placement Agreement the Family are liable for cancellation charges. Cancellation charges will be invoiced to you at the discretion of the Agency and will include the completion bonus owed



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to the Au Pair in accordance with **Clause 1.5. Completion Bonus** above.

1.6.4. Cancellation for serious or gross misconduct

No cancellation charges are charged where an Au Pair is dismissed for serious or gross misconduct.



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SCHEDULE THREE - NANNY SERVICES

1.1. Permanent Placement

- 1.1.1. A permanent placement is considered a position that is longer than twelve weeks and is ongoing.
- 1.1.2. The Family understands that a chosen Candidate becomes an employee of the Family in the position of Nanny, and not an employee of the Agency. The Family is liable to pay all relevant taxes and levies for the employee (e.g. PAYE, ACC) in accordance with all New Zealand tax legislation and regulations or arrange for alternative methods for tax and levies payments to be in place (i.e. IR-56 employment), and to provide the employee with Kiwisaver entitlements pursuant to the legislation.

1.2. Temporary Placements

- 1.2.1. Any booking for the services of a Nanny of less than 10 weeks in duration, and is not ongoing, is deemed a temporary placement.
- 1.2.2. Temporary bookings must be for five consecutive or more hours per day.
- 1.2.3. There is no requirement for an employment agreement between the Family and the Nanny for temporary placements.
- 1.2.4. All temporary bookings must be made and arranged by the Agency.

1.3. PRIVATE NANNY SUPPORT

- 1.3.1. Private Nanny support is considered a position where Families have sourced their own Nanny and require support through our Dream Education Programme or Payroll services.
- 1.3.2. The Agency reserves the right to remove a Family from the Programme if they are not meeting the minimum requirements.

1.4. SCREENING SERVICE

- 1.4.1. This service is available for Families who enroll on the Dream Education Programme.
- 1.4.2. When a Family chooses to use the Agency's, service separate from the recruitment process to vet a potential employee for the Families' employment, Dream Nanny will carry out the following:
 - a) An one-hour registration interview conducted by the appropriate Agency Placement Consultant.
 - b) New Zealand Police check (conducted under the Vulnerable Children's Act 2014).
 - c) Two forms of photo identification
 - d) Evidence of work history
 - e) A minimum of two verbal reference checks.
 - f) Verification of qualifications including a valid first aid certificate
- 1.4.3. The Agency will provide a full report of their findings by the agreed date. The Family is under no obligation to employ

the Candidate on these findings, nor is the Agency obliged to register the Candidate if they deem the Candidate to not be suitable.

1.5. PAYROLL SERVICE

- 1.5.1. This service is available for Families who have been matched with a Dream Nanny.



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SCHEDULE FOUR - NANNY FEE STRUCTURE AND PAYMENT

1.1. Permanent Placement Fees – New Zealand

- 1.1.1. The Agency charges a Buddy Placement Fee of 10%, plus GST, of the Nanny's annual gross salary for all permanent placements (based on 52 weeks). There is a minimum placement fee of \$1,495 plus GST for all permanent placements.
- 1.1.2. If participating in the Dream Education Programme this fee is reduced to \$595 plus GST.

1.2. Permanent Placement Fees – Overseas

- 1.2.1. The Agency charges a placement fee of 20%, excluding GST, of the Nanny's annual gross salary for all permanent placements (based on 52 weeks). Overseas placements are defined as placements outside of New Zealand.

1.3. Temporary Placement Fees – Dream Education Programme

- 1.3.1. All temporary Dream Education Programme bookings are \$50 plus GST.
- 1.3.2. All hourly charges are \$40 plus GST and are applicable as per **Schedule Four, Clause 1.1. Permanent Placement Fees – New Zealand.**

1.4. Introduction to a Dream Nanny – Placement Fee

- 1.4.1. If you offer a placement to a Nanny who has been introduced to you by Dream Nanny, the following fees will be apply:
 - a) The Agency charges a placement fee of 10% plus GST, of the Nanny's annual gross salary for all permanent placements (based on 52 weeks).
 - b) If participating in the Dream Education Programme, (refer **Schedule Four – Nanny Fee Structure and Payment, Clause 1.1.2**) this fee is reduced to \$595 plus GST.
 - c) There is a minimum placement fee of \$595 plus GST for all permanent placements.

1.5. Payroll Service Fees

- 1.5.1. Dream Nanny process the payroll on a fortnightly basis. Fees charged include an initial set up fee of \$95 including GST and a fortnightly payroll processing fee of \$30 including GST.

1.6. Screening Service Fees

- 1.6.1. For Families enrolled on the Dream Education Programme, the Agency charges a screening service fee of \$395 plus GST.
- 1.6.2. If the Family does not employ the Candidate, regardless of the screening outcome, the fee is still charged and shall be payable by the Family for the work completed.
- 1.6.3. Private Nanny Support - there is a no charge for Families who are eligible for the Dream Education Programme.

1.7. Non-Enrolment on Dream Education Programme

- 1.7.1. If you offer a placement to a Nanny who has been introduced to you by Dream Nanny, and the Family do not enroll onto the Dream Education Programme (if you are

eligible), the Buddy Placement Fee will apply. The Buddy Placement Fee of 10%, plus GST, of the Nanny's annual gross salary for all permanent placements (based on 52 weeks). There is a minimum placement fee of \$1,495 plus GST for all permanent placements.

1.8. Payment

- 1.8.1. Invoices will be generated once an offer of employment has been made and verbally accepted by the Candidate.
 - 1.8.2. Permanent and temporary placement invoices are payable by the Family within 14 days of the date of invoice or prior to the commencement date of employment if earlier than 14 days of receipt and must be paid before the commencement date of the employment. This must be strictly adhered to for the replacement guarantee to apply.
 - 1.8.3. The Agency reserves the right to charge the Family a 15% surcharge on the agreed Agency placement fee on all accounts not settled in accordance with **Clause 3. Payment Terms.** Fees, and not disputed under this **Schedule Four – Nanny Fee Structure and Payment.** The Family is responsible for costs for collection including actual solicitor's costs incurred by the Agency.
 - 1.8.4. A temporary placement invoice will be sent to the Family the day after the booking or at the end of each week for the hours the Nanny has worked, and payment is required two days after receipt of the temporary placement invoice. The Agency will then make the appropriate payment to the Nanny.
 - 1.8.5. For clarity, payment is not to be made by the Family direct to the Temporary Nanny at the end of the booking.
 - 1.8.6. If a temporary booking is cancelled with less than 24 hours' notice, then a \$50 plus GST booking fee is charged.
 - 1.8.7. The Family is required to give one hour's notice to the Nanny of the intended finish time if this is earlier than time stated in the booking confirmation.
 - 1.8.8. The Agency reserves the right to charge the Family a 15% surcharge on the agreed agency placement fee on all accounts not settled in accordance with section 5. Fees, and not disputed under section 6. Payment. The Family is responsible for costs for collection including actual solicitor's costs incurred by the Agency.
- #### 1.9. Cancellation Charges
- 1.9.1. The Agency reserves the right to charge a fee being an amount equivalent up to 100% of the permanent placement fee for the work incurred under **Schedule Four – Nanny Fee Structure and Payment.**
 - 1.9.2. After an offer of employment has been made by the Family and has been accepted either verbally or in writing by the Candidate, in the event that the Family subsequently withdraws the offer the Agency reserves the right to charge a fee being an amount equivalent to 30% of the permanent placement fee for the work incurred. Written notice of not less than 15 days must be given before the agreed start date of employment.
 - 1.9.3. After an offer of employment has been made by the Family which has been accepted either verbally or in writing by the



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Candidate, in the event that the Family subsequently withdraws the offer of employment giving 14 days or less written notice before the agreed start date of employment, the Family will pay to the Agency the total placement fee payable under **Schedule Four – Nanny Fee Structure and Payment**, plus a sum equivalent to one week of the Candidate's salary.