

## General conditions applicable to au pair placements, April 2024 onwards

1. Au Pair Office BV is a mediation agency, and it does not employ au pairs. All mediations take place in compliance with Belgian au pair legislation, by which this mediation contract is governed. The contract is a mediation contract intended to ensure optimum placement. However, it does not include an obligation of results. Since the service largely depends on both Belgian and foreign bodies, it is possible that in rare cases, against our will, difficulties or delays or non-arrivals which are experienced during our administration requesting work cards or working Visa in any case.
2. Au Pair Office cannot be held liable for the resulting consequences in any case. Au Pair Office is mandated by the customer to complete administrative formalities in preparation for placement, without this any liability on her part. Au Pair Office cannot be held responsible for passing on incorrect information from the customer in the context of the formalities to be completed.
3. The au pair cannot be transferred to third parties by the host family and can also not be employed.
4. Au Pair Office only undertakes to find a suitable au pair for the host family in the Full Service formula and provides all relevant information in this context. Au Pair Office declines any responsibility relating to the personality, suitability, medical condition, character, honesty, or abilities of the au pair.
5. Au Pair Office cannot be held liable for any damage to, loss or theft of goods, nor for injuries or wounds inflicted on persons, nor for damage or accidents caused directly or indirectly by the au pair.
6. Should the host family, the au pair or Au Pair Office end the contract pre-term before the placement has been confirmed, APO must be informed in writing. Payment will be handled as follows:
  - 0% of the start-up costs are paid when cancellation takes place within five working days of online application
  - 100% of the total costs to be paid once the screening of the au pair's dossier has taken place (Self-match) or if a match with a new au pair has already taken place (Full Service).
7. Self-match service: if the au pair candidate drops out during registration or if it turns out that that Au Pair Office, cannot include the au pair in its program, Au Pair Office can offer another administration free of charge. From the third Self-Match candidate onwards, € 200 per candidate will be charged extra per au pair for the registration.
8. Full Service: if the au pair drops out before the match Au Pair Office can offer another au pair free of charge.
9. Au Pair Office fees do not include replacement of the au pair free of charge. If you wish to obtain a guarantee to ensure that the administration for your long-term placement

will be arranged free of charge, if the placement is terminated prematurely, in the first four months, an additional fee has to be paid at the start of the administration fee of the original file. Upon successful placement, this optional replacement fee cannot be used for other purposes. This is a one-off solution, per full paid file. A search fee will be charged for the recruitment of a substitute au pair if Au Pair Office carries out this recruitment. In case of a short-term placement (max. 4 months), there will never be a replacement.

10. If the host family is the cause of recurring problems with the au pair, the au pair may be removed from the host family. In case of early termination of the contract caused by the host family, a replacement fee cannot be used.

11. If the host family wishes the au pair to leave their house ahead of the agreed time, the host family resorts to temporary accommodation facilities for the au pair until a new host family has been found or until the au pair leaves the country. If this has not been organized by the host family Au Pair Office charges € 25, -/day for board and lodging. the host family will inform the au pair in writing/by e-mail.

12. Possible costs of commissions to partner agencies will be charged to the host family unless the au pair does not arrive.

13. From the moment the Full Service search is formally launched the search request remains valid for three months. During this period, candidates will be presented.

14. Payments must be carried out within 10 days following the invoice. All prices are subject to printing and typographical errors. Files can only be submitted, and processed, after payment of the invoice. Every registration on the website is considered binding. In case of non-payment, the mediation and contract may be terminated. Within 5 days, starting from the day following the signing of the online application forms, the consumer has the right to withdraw his digital application, provided he notifies the company by e-mail at [info@aupairoffice.com](mailto:info@aupairoffice.com). Any clause whereby the consumer would waive this right is null and void. As regards compliance with the deadline, it is sufficient that the notification is sent before it expires.

15. Au pairs recruited, sought, and found through the mediation of Au Pair Office and/or its Partners will at all times be placed solely by Au Pair Office's administrative services. Au Pair Office therefore does not allow the placement of its selected and/or matched candidates, through the administration of the host family and or third party. This applies to EU and Non -EU au pairs. It is not possible to apply to Au Pair Office only for the recruitment of candidates with the purpose of not having the administration as a result of the match go through Au Pair Office. Should a host family still do so, the placement invoice will be charged in full. The search that does not lead to a match also excludes placement of that candidate.

16. In case of non-payment of any invoice, Au Pair Office reserves the right to end the performance of tasks. Au Pair Office also reserves the right to consider the agreement as dissolved by operation of law and without prior notice of default, for all tasks or for the tasks which have not been performed.

17. In the absence of timely payment, the invoiced amount will be increased by operation of law and without prior notice of default, with an interest of 12% annually on the invoice amount and with flat-fee damages consisting of:

a) an amount of 15% of the invoice amount to cover out-of-court costs.

b) court costs including the compensation towards the administration of justice (art. 1017 and following the Belgian Judicial Cod.

18. In the absence of timely payment, Au Pair Office will additionally charge €20, - for administration costs in the first payment reminder. This amount will be increased by €20, - for the 2nd and final payment reminder. After this the claim will be transferred; all costs resulting from this shall be for your account.

19. In case of disputes, non-payment, or disagreement on the au pair placement contract, the court of the place where the headquarters of Au Pair Office is established will have exclusive jurisdiction.

20. In case of placement, we refer to the Anti-Discrimination Act which entered into force on 25 February 2003 [unofficial English translation]: *"It is prohibited to make any distinction based on specific prohibited criteria (gender, race, ethnic origin) and all criteria used must be objective and legitimate. Moreover, it is prohibited to make any distinction based on personal elements if these do not relate to the function or the nature of the company, unless this is required or authorized by law."*

  
Au Pair Office

*Happy Children Happy Parents Happy Au Pairs*