

Our Au Pair Link Au Pair Agreement

INTRODUCTION

This Agreement is between Au Pair Link (“Au Pair Link”, “we”, “us” or “our”) and the traveller (“you”, “your”, “Traveller” “candidate” or the “applicant”) as specified in the Your Details & Signature section below.

GENERAL TERMS

The General Terms contain important details such as your responsibilities as part of your experience, fees and cancellation charges, the collection and use of personal information and limitations or exclusions of liability, as well as explaining what we can do for you if any problem arises. We recommend you read them thoroughly.

CONDITIONS OF ACCEPTANCE & DECLARATION

Please indicate your acceptance to the following by ticking the relevant box:

- I have read and understood the terms and conditions in this Agreement and will comply with these.

- to the best of my knowledge all the information I have supplied as part of my Au Pair Link application process is true and correct and understand that if I have supplied false information as part of the application process or do not comply with the rules and regulations, my Offer of Placement may be cancelled.

- I authorise the collection, use and disclosure of my personal information as described in section 4 of the General Terms. If you do not consent, we will be unable to provide the services to you.

- I consent to Au Pair Link using images of me participating in Au Pair Link-related activities and events and any written statement or testimonial provided by me in social media or for marketing purposes.

- I consent to receiving marketing and promotional material from us and our Related Parties.

YOUR DETAILS & SIGNATURE

Full name:

Destination country:

Experience:

Current address:

Contact number:

Email address:

Medical disclaimer:

Have you received any treatment or medication for any mental or physical condition in the last three years?

Yes

No

Signature:

Date:

Au Pair Link Au Pair Terms & Conditions ("General Terms")

VERSION 05 May 2021

1. TRAVELERS RESPONSIBILITIES

1.1. Cooperation

You will provide reasonable cooperation to enable us and our partners to place you in an experience and understand that your cooperation will help assist in a quick and expedient placement. You also agree to provide us and our partners with your reasonable cooperation throughout the Placement Term, including when mediation or other such processes are conducted by us or our partners.

1.2. Accuracy of information

You will ensure that all the information given by you to us throughout the application process and all other information disclosed by you to us is accurate to the best of your knowledge. It is your responsibility to disclose any medical (physical and mental) or criminal history to us as you begin your application. We reserve the right to determine your suitability to participate in the experiences. Some experiences have medical requirements, please enquire for specific details. You are not required to provide us with your personal information. However, if you don't, or any relevant information has been excluded or misrepresented in the application process and details we reserve the right to cancel your application. You agree that all such disclosures will be full and accurate, up to and throughout your placement.

1.3. Offer of placement

You agree to only accept an Offer of Placement once you have spoken to the relevant party personally via telephone, skype or email. Once you have accepted an Offer of Placement in verbal or written format it is considered to be a binding Agreement with the relevant party.

1.4. Review of documentation

You agree to review all the material provided by us or our partners as part of the placement process. You also agree to review all relevant material upon your arrival in your Destination Country. We will take all reasonable care to avoid inaccuracies in the information provided in our materials.

1.5. Flights, visa and passport

You will ensure that you complete all visa requirements from us or our partners prior to your departure and to be able to lawfully enter and work in your Destination Country. You understand that you are responsible to apply and pay directly for your visa. We are not responsible for any delays or changes made to your flights and it is your responsibility to ensure that you arrive to your destination country on time. You are responsible for any and all transport that may occur along the journey. You also acknowledge that we are not liable for any losses or damages that may occur as a result from your trip to your Destination Country.

1.6. Covid-19 travel information

You agree to travel at your own discretion and risk. You are responsible for any and all quarantine-related costs and any costs related to any travel restrictions or cancellations, as a result of Covid-19 or any other pandemic or travel-alert situation.

1.7. Insurance

As a traveller with us insurance is mandatory. We can help arrange or organise your insurance for your Placement Term via an approved third party supplier. Au Pair Link will not accept any liability regarding your insurance should we assist in helping you arrange your insurance through a third party supplier.

1.8. Employment and tax requirements

You understand that whilst working in your destination country you are the employee of your Host and not Au Pair Link. We strongly recommend that you should seek independent legal advice if you would like formal clarification or confirmation of any aspect of your employment relationship with your Host.

You further understand and agree that during the Placement Term:

- a) you will not take up any other employment unless you have the written permission of both your Host and our partner agency;
- b) you can only be employed by your Host through our facilitation and under this Agreement. Should you wish to exit our experience and terminate this Agreement, you can no longer reside with your Host or remain as their employee.

1.9. Resigning from your employment

You must give the minimum written notice in line with our partner's terms and conditions to your Host and our partner agency before resigning from your employment. If you resign from your employment you may be eligible for re-match with another Host as per our local partner experience rules.

1.10. Experience participation

You are required to comply with our local partner experience rules and requirements in your Destination Country. You agree to fully participate in the experience including attending all activities and events as required by our partner agency or us.

1.11. Work duties

All our experiences have different work duty expectations. You are required to follow all job descriptions in your signed agreements with your Host and partner agency.

1.12. Communication and mediation

Regular and open communication with your Host is paramount in building a good working and living relationship. As such you agree to discuss expectations and responsibilities with your Host upon your arrival. If you experience a breakdown in communication with your Host or have expectations that are not being met by your Host then you will inform either the partner agency or Au Pair Link in writing and you will enter a process of mediation, in good faith, if advised to do so by the partner agency or us. It is your responsibility to notify the partner agency or us immediately if any problems or issues arise in your employment with your Host. Nothing in this clause limits your legal rights or remedies.

1.13. Exiting our experience

After completing your Placement Term you will leave your Destination Country in accordance with your visa conditions. You will not endeavour to stay longer than the duration of your visa term unless you receive a legal extension to your visa or such appropriate written permission.

1.14. Re-match policy

Many of our local partner agencies provide a re-match policy for candidates. If you require temporary room and board please discuss this with your local partner contact. You understand that we are not liable for any costs that you may incur during re-match and that we will not pay your wage during the weeks while you are waiting to be re-matched with a new Host. If applicable, and assuming your eligibility, our partner agency will endeavour to re-match you within a reasonable timeframe. However, if our partner agency is unable to re-match you with a new Host we may terminate this Agreement. A successful re-match is not guaranteed, and you may be required to exit our experience accordingly.

1.15. Re-match policy eligibility

You may be eligible for re-match with another Host if:

- a) you resign from your employment, citing justifiable reasons for your resignation, but wish to remain in the experience;
- b) you fail to meet the unreasonable expectations of your Host as an employee;
- c) you are unhappy in the employment of your Host;
- d) your Host no longer requires your services and terminates your employment accordingly; or
- e) you meet the eligibility criteria set by our partner agency in your Destination Country.

Prior to any re-match being conducted you may be required to enter a process of mediation with your Host, in good faith, if requested to do so by the partner agency or us.

You are not eligible for re-match if you have breached any of the terms or conditions as set out in this Agreement.

1.16. Responsibility for safety

You are responsible for your own safety whilst overseas. You understand that you must comply with all applicable laws relating to your safety, health and employment and it is your responsibility to ensure you have appropriate insurance (in accordance with clause 1.6). We cannot accept liability for any actions we may take to ensure your safety and general wellbeing (including but not limited to securing medical treatment and transporting you back to New Zealand) and any costs associated with these actions.

1.17. Illegal activity

You understand that it is a breach of this Agreement if you conduct any illegal activity during your Placement Term or period of employment with your Host, including the taking or possession of any illegal substances. If we or our partner agency reasonably suspect any illegal activity being conducted by you, we or our partner agency have the right to:

- a) immediately remove you from your Host and their employment without notice or consent from you;
- b) terminate this Agreement; and
- c) report any illegal activities to the proper authorities such as Police.

1.18. No smoking policy

Au Pair Link has a strict no smoking policy for our Au Pair experience. As a candidate, smoking cigarettes (tobacco, vaping or e-cigarettes) or cigars could result in your immediate dismissal and termination of this Agreement.

1.19. Personal information and defamation

We may provide you with multiple Host's contact information and details during the placement and matching process including phone numbers and email addresses. This is personal and private information supplied to you by us in strict confidentiality. You agree not to contact or pursue any of the previous employers presented to you by us, unless we give you prior written permission. You agree not to make any malicious, false, misleading or defamatory written or verbal statements about us. You will ensure you adhere to strict confidentiality concerning any actions that we take under this Agreement or during mediation. Any comment or statement made to a third party by you concerning actions taken by us under this Agreement will be considered a breach of confidentiality. You will also ensure that you keep personal Host information, including photos, confidential. You accept liability for any breach of confidentiality.

Making inappropriate, disparaging and/or derogatory comments about your Host in writing (through social networks, blogs etc.) is considered a breach of this Agreement and grounds for immediate dismissal and termination of this Agreement.

2. CHARGES AND FEES

2.1. Our fees and partner fees

You agree to pay all our charges and fees. You also agree to pay for any other applicable charges and fees including, but not limited to, flights and insurance. You understand that our partner agencies may charge you a fee as part of your application process. Partner fees are not set by us and are at the sole discretion of our partners. All fees must be paid within the set time frame from when the invoice has been sent.

2.2. Your wage

You agree that prior to departing to your Destination Country that you have been made aware of any applicable wage/stipend or any applicable bonuses as per the relevant experience information supplied by us. If applicable, it is the responsibility of your Host to pay your wage/ stipend as per our partner agency experience requirements. You acknowledge and agree that it is your responsibility to pay for any additional expenses that may be incurred throughout your employment with your Host. We will not be held liable for any expenses or costs that are incurred by you.

2.3. Liability accepted by you

You accept liability to us for failure to meet any payment obligation and for expenses actually and reasonably incurred by us or anyone else (including in enforcing our rights or anyone else's rights) as a direct result of your material breach of the Agreement or failure to take reasonable care. Whilst in the employment of your Host, you are solely responsible for any and all debts that you may incur such as personal telephone calls.

2.4. No liability accepted by us

If you are a 'consumer' for the purposes of the Consumer Guarantees Act 1993, nothing in this Agreement seeks to vary or amend the rights that you have pursuant to the Consumer Guarantees Act 1993. In all other cases, we exclude our liability to you to the extent that this arises out of or in connection with our acts or omissions or the acts or omissions of third parties, including local partner agencies and Hosts, unless this is caused by our negligence.

2.5. Cancellation charges

Any insurance and flights booked by us or our partner agencies (on your behalf and at your request) are non-refundable.

Once you have accepted a job offer from a Host, no fees or payments will be refundable, including but not limited to airline travel bookings made by us or our partner agencies (on your behalf and at your request).

2.6. Commission Agent

Au Pair Link acts as a commission agent for some of our partner agencies including Interexchange (USA), Au Pair Care (USA), Lo Pair (China), Childcare International (UK), BUNAC (UK), Europair (France).

3. GENERAL

3.1 Term

Subject to earlier termination on the basis set out below, this Agreement continues in force for the duration of the Placement Term.

3.1. Ending services

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

We will use all reasonable endeavours to give you 1 months' notice of any intended cessation under this clause.

3.2. Cancellation of services by you

You may terminate this Agreement:

- a) if after 3 months, you fail to match during the placement process; or
- b) by providing us with 4 weeks' written notice if you no longer require our services, in which case you must pay all amounts owing to us under this Agreement which are outstanding at the end of the 4-week notice period; and

The obligations under clauses 2 (Charges), 3.4 (Confidentiality), 3.9 (Continuing rights and responsibilities) and 4 (Privacy) continue to apply past termination of this Agreement.

3.3. Expected timeframes

We cannot guarantee your placement with a Host within a certain timeframe. External factors (such as available flights, visa approval etc) prohibit us from being able to guarantee a specific date or timeframe in which you may depart from New Zealand. Au Pair Link shall not be liable to you for any inconvenience or for any direct, indirect, special, consequential or punitive damages, losses, costs, liabilities or expenses allegedly arising from a failure to match, delayed matching, re-matching or placement process. You acknowledge that any expected timeframe for placement given by us is indicative only and not binding.

3.4. Confidentiality

Both Parties must always keep Confidential Information strictly confidential and may not copy it or use it for any purpose other than that for which it was provided, except with the other Party's written consent. If requested, a Party must return the other Party's Confidential Information.

3.5. Supply by our Related Companies

You agree that some services may be provided to you by any of our Related Companies or third party suppliers. You acknowledge that we cannot be held liable for the actions of our Related Companies or third party suppliers.

3.6. Governing law

The Agreement is governed by, and will be construed in accordance with, the laws of New Zealand.

3.7. No waiver

No failure, delay or indulgence by either Party in exercising any power or right conferred on that Party by this Agreement will operate as a waiver of that power or right. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights under the Agreement

3.8. Invalidity

Any provision of the Agreement that is invalid or unenforceable, will be deemed deleted from the Agreement and this invalidity will not affect the other provisions of the Agreement, 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.

3.9. Continuing rights and responsibilities

The ending of the Agreement does not affect any rights and responsibilities under the Agreement which are intended to continue or come into force after the Agreement ends.

4. PRIVACY

4.1. We recognise that your personal information is confidential, and we understand that it is important for you to know how we treat your personal information.

4.2. Collection, use and disclosure of your personal information

During your relationship with us as a traveller, we may collect personal information about you for the purposes of:

- a) holding the information and sharing it with our employees, Related Companies and third party partners but only where this is necessary to enable us to offer or provide you with our services, check that your responsibilities are being met, or otherwise to administer and enforce the Agreement;
- b) sharing information with law enforcement agencies if we reasonably consider that unlawful activity is taking place;
- c) using any information about you for statistical purposes, so long as you are not identified.

4.3. Permission for disclosure

You understand that we or one of our third party partners may conduct personality tests, medical examinations, interviews, police record and reference checks to establish your suitability as an applicant. You give us and our third party partners permission to use this information as part of our placement process and hence consent to the disclosure of such information to relevant third parties. You also give us consent to contact all persons provided by you to us for the purpose of obtaining a reference. You also understand that if you fail to provide adequate information as part of our application process that your application may be rejected.

4.4. Access to records and transcripts

You understand that we and our third party suppliers must have access to relevant records and transcripts including but not limited to police, medical and education. You must assist us where required to obtain these records. Any cost incurred from obtaining or requesting such records and transcripts is your responsibility and will not be paid for by us or our partners. You

give us and our third party partners permission to use such information and records as part of our placement process and hence consent to the disclosure of such information to relevant third parties.

4.5. Disclosure of your personal information to overseas recipients

Some organisations to whom we may disclose your personal information will be located overseas. The countries in which overseas recipients are likely to be located currently include the United States of America, Australia, Canada, Chile, China, England, France, Germany, Italy, Spain. These organisations may not be subject to New Zealand privacy laws. However, we will take such steps as are reasonable in the circumstances to confirm that those organisations are required to protect the information in a way that, overall, provides comparable safeguards to those under the Privacy Act.

4.6. Marketing products and services to you

If you have opted in, you agree to us using and disclosing your personal information (including telephone number and email address) to provide you with marketing material including monthly newsletters and information concerning new services provided by us or our Related Companies. You can tell us that you no longer wish us to use or disclose your personal information for these purposes by:

- (a) for email, text and other electronic message marketing communications by clicking the 'unsubscribe' link at the bottom of any of our email, text message or other electronic message.
- (b) for marketing communications that you've received via a different channel (such as phone calls) by contacting us at info@aupairlink.co.nz

4.8. Assessing and correcting your personal information

You have rights to request access to and correction of personal information that we hold about you (including credit information and credit eligibility information). Our Privacy Policy contains details about how you can make such requests as well as details about how you can make a complaint if you think there has been a breach of the Privacy Act and how we will deal with such a complaint.

5. DEFINITIONS AND INTERPRETATION

"Agreement" means your Au Pair Link Au Pair Agreement i.e. this document.

"Traveller", "Applicant", "you", "your" or the "candidate" means the person as identified in this Agreement i.e. the signatory.

"Au Pair Link", "we", "us" or "our" means Au Pair Link.

"Business Days" means Monday to Friday inclusive, excluding national public holidays and provincial anniversary days.

"Business Hours" means 9:00am to 5:00pm on Business Days.

"Charges" and "Fees" are defined in Section 2 of this Agreement and include Cancellation Charges.

"Confidential Information" includes, but is not limited to, all information and other material relating to the disclosing Party's business, employees and customers that the disclosing Party makes available to the recipient, or that comes to the recipient's knowledge, and includes the contents of the Agreement, but excludes information that is generally available to the public (but not because the recipient, or anyone the recipient is responsible for, has disclosed it), or that the recipient or a third party have developed independently.

"Destination Country" means the country which you are going to be a candidate in through our Au Pair Link Au Pair experience.

"Host" means any employer that we present to you as part of the placement process including the employer that employs you as a traveller.

"Offer of Placement" means a Host inviting you to work in their employment for the Placement Term. We may facilitate this Offer of Placement on behalf of the Host.

"Partners or third party suppliers" means any company that we use to provide Services indirectly or directly. This can include Related Companies.

"Personal Information" means information about an identifiable individual.

"Placement Term" means the period in which you are employed by a Host.

"Related Companies" means Holyoake Group Limited.

In the Agreement, unless the context otherwise requires:

- a) headings are for convenience only and do not affect interpretation;
- b) the singular includes the plural and vice versa;
- c) unless otherwise stated, all references to dollars, value and price are to the New Zealand currency and exclude goods and services tax;
- d) a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time.