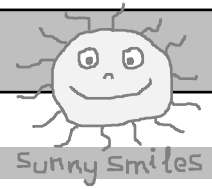


# TERMS AND CONDITIONS



## GENERAL

- Sunny Smiles acts as an introductory agency and does not employ the Au-pairs.
- These Terms and Conditions are valid from **04 January 2011** and no changes will be valid unless confirmed in writing by the Agency.
- Sunny Smiles' contract is to be signed by the Client and returned with completed Application Form. One copy of the Contract Terms and Conditions is to be kept by the Client.



## PAYMENT AND REFUND CONDITIONS

- Sunny Smiles offers two schemes of payments one of which is to be chosen by the Client:

a) **INITIAL PAYMENT SCHEME** - the Client pays full placement fee according to the Au-pair Fee Table in advance. The Client is invoiced according to the Au-pair Fee Table below in the first week after the Au-pair's arrival. The invoice must be paid in full by the Client within 7 days of the date of the invoice. If the Client fails to pay the placement fee, Sunny Smiles reserves the right to charge a surcharge of 2% per week until the invoice and further surcharges are cleared in full.

### AU-PAIR FEE TABLE / FIRST PLACEMENT

AU-PAIR	1-3 MONTHS (summer placements only)	1-5 MONTHS	5-12 MONTHS
female/male	<b>£95</b>	<b>£235</b>	<b>£415*</b>
couple	<b>£220</b>	<b>£330</b>	<b>£595*</b>

\* 15% discount apply to maximum stay of 6 months

**All fees are subject to a minimum charge of £95.**

**These fees are NOT subject to VAT**

AU-PAIR REFUND TABLE - applies if the Au-pair leaves the family during the first 6 weeks of his/her placement. Those refund conditions apply for first Au-pairs only, in case of further replacements the standard Au-pair fees apply according to the above table.

AU-PAIR LEAVING DATE	REFUND/REPLACEMENT
within first 2 weeks	full refund ( less minimum charge) OR free replacement
between 2 to 4 weeks	50% refund ( less minimum charge) OR free replacement
between 4 to 6 weeks	25% refund ( less minimum charge) OR free replacement
after 6 weeks	NO refund and replacement on standard terms

**Note: No refund or replacement applies for the short term Au-pairs (1-3 months).**

Sunny Smiles has to be notified by the Client in writing at least 7 days before the Au-pair is due to be dismissed from the family and the Au-pair must be given 7 days notice if any refund or replacement is required (for immediate dismissal see below).

If Sunny Smiles fails to find a replacement within 2 weeks after receiving the Client's letter of Au-pair's dismissal, appropriate refund according to the above table will be forwarded to the Client.

b) **REGULAR PAYMENT SCHEME** - Registration fee of £50 is payable by the Client when sending completed Family Application Form to Kamila Lasakova-Walker. This fee is paid only once and is refundable only if Sunny Smiles fails to place an Au-pair with the Client.

**All fees are subject to a minimum charge of £95.**

The Client pays a monthly charge of £40.00 (£60.00 per couple) by standing order to Sunny Smiles whilst they have a Sunny Smiles' Au-pair (minimum Au-pair stay for the Regular Payment Scheme is 3 months). The monthly payment is to be sent by the Client on the due day of every month for a whole period of time when the Au-pair placed by Sunny Smiles stays with the Client (first payment is due on the arrival date of the Au-pair). If the Client cancels the monthly payment before the originally planned departure date of their Au-pair (stated on the Au-pair's Application Form) without giving notice to Sunny Smiles in writing about the termination, an invoice for the remaining number of months of the originally planned length of stay of the Au-pair will be forwarded to the Client and will be payable within 14 days, otherwise Sunny Smiles reserves a right to charge a surcharge of 2% per week until the invoice and further surcharges are cleared in full.

If there is a need of a replacement at anytime and the Client's monthly payments are up to date, Sunny Smiles will replace the Au-pair with no extra cost. Sunny Smiles must be notified in writing at least 7 days before the Au-pair is to be dismissed by the Client and the Au-pair must be given 7 days notice (for immediate dismissal see below). If the Client has been without an Au-pair for certain amount of days, Sunny Smiles will refund proportional over payment of monthly payments for this period to the Client. If Sunny Smiles fails to find a replacement Au-pair, then any proportional over payment of monthly payments will be refunded to the Client for the excess period.

### • THE CLIENT IS NOT ENTITLED TO ANY REFUND, IF:

- There has been a short term Au-pair placed with the Client (1-3 months).
- Fails to fulfil any of the Terms and Conditions in this Contract.
- The Au-pair leaves due to unreasonable conditions such as physical or verbal abuse and other conditions mentioned in Family Guidelines, section How to Avoid Misunderstanding in paragraph 2.

**Note: Sunny Smiles reserves a right to decide in every individual case what are and what are not unreasonable conditions and further more whether the Client's family will be entitled to a new replacement or any kind of refund.**

### • CANCELLATION

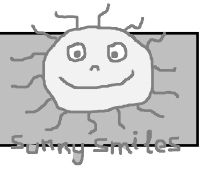
If the client decides not to accept the Applicant less than 5 days inc. prior the agreed Au-pair's arrival, the Client will be charged 50% of the remaining amount payable according to the Au-pair Fee Table; this fee is payable within 7 days of the invoice. Sunny Smiles reserves a right to charge a surcharge of 2% per week until the invoice and further surcharges are cleared in full.

### • IMMEDIATE DISMISSAL

Only if any of the following should happened whilst the Au-pair is placed in your family, immediate dismissal is acceptable: stealing, physically hurting children, damaging the Client's property, somehow harming the security of the Client's family, repeatedly abusing the family house rules, lying leading to somebody's harm.

**Note: insufficient help from the Au-pair, untidiness, bad hygiene or unfriendly attitude towards the Client's family are not sufficient reasons for Au-pair's immediate dismissal. Should the Client dismiss the Au-pair for such or another reason it will be entirely at discretion of Sunny Smiles if a new replacement will be found or any refund returned.**

# FAMILY CONTRACT



**One copy of this contract (white sheet) is to be completed and forwarded to Sunny Smiles together with completed Family Application Form.**

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Post Code:** \_\_\_\_\_ **Tel (home):** \_\_\_\_\_ **Tel (work):** \_\_\_\_\_

- Although Sunny Smiles takes every care to check the Applicants details and tries to match them to the best of their knowledge, the Agency cannot be held responsible for any personality clashes between the family and the Au-pair.
- Sunny Smiles does not take any responsibility for any damage or loss resulting from introduction, provision of service or any acts, omissions or conduct of the Au-pair introduced by the Agency.
- **Au-pair:** The family takes full responsibility for ensuring that the Au-pair placed with the family is aware of all responsibilities. This can be done only verbally because no contract between the family and the Au-pair is required by the legislation. Therefore it is important that the Au-pair is fully informed.
- **Au-pair plus:** The Au-pair plus should receive a written statement of the main terms and conditions of his/her employment.

**Remember: Au-pairs are not qualified Nannies.**

## PAYMENT SCHEMES

- Please state which one of the payment schemes would you like to take:

**INITIAL PAYMENT SCHEME**

**REGULAR PAYMENT SCHEME**

Please enclose a cheque for £50 (Registration Fee, payable to Kamila Lasakova-Walker) if applying for the Regular Payment Scheme

Minimum Au-pair stay for the Regular Payment Scheme is 3 months

**Your signature below will be deemed as an acceptance of the parts of contract stated above and terms and conditions including payment and refund conditions stated overleaf.**

\_\_\_\_\_  
**Client's Signature**

\_\_\_\_\_  
**Date** 20\_\_