

GENERAL CONDITIONS

September 2019

These conditions apply to the relationship between Super Nanny Au Pair Services and its client or host family.

BASIC CONDITIONS

Regulation I: Admission requirements Au Pair agency

Regulation II: Code of Conduct

Regulation III: Guidelines

Regulation IIIa: Domestic chores

Regulation IV: Penalty Clause

The regulations referred to above are available with Super Nanny Au Pair Services

DEFINITIONS

AU PAIR

A person of non-Dutch nationality between the ages of 18 and 31, without a duty of care for children in the country of origin. This au pair has been screened according to the Super Nanny Au Pair Services Code of Conduct.

HOST FAMILY

A family consisting of at least 2 family members who meet the minimum statutory income requirement to be eligible for participation in the au pair programme. This host family has been screened according to the Super Nanny Au Pair Services Code of Conduct.

AGENCY

References in these general conditions to an agency are references to the au pair agency with which the host family has come to agreements.

AU PAIR PROGRAMME

A host family invites an au pair to come to the Netherlands within the norms, criteria, and conditions as set out in these regulations.

IMMIGRATION AND NATURALISATION SERVICE (IND)

Norms and criteria of the au pair programme:

- a. An au pair comes to stay with the host family within the context of a cultural exchange programme. In exchange for, among other things, board and lodging, an pocket money, and some secondary emoluments, the au pair participates in the daily activities of the host family. The activities that the au pair is allowed to carry out are limited to light household chores (Appendix 1) and/or the care of the children, without the au pair being made fully responsible for doing so.
- b. The host family is not dependent on the au pair and, if this is desirable and/or necessary, always has an alternative available for the chores that the au pair is expected to perform.
- c. The host family has a care obligation towards the au pair based on the Aliens Employment Act (WAV) and will have due consideration to the au pair's well-being. Furthermore, the host family will never abuse the laws and regulations as described in the applicable Aliens Act, the Aliens Decree, the Aliens Regulations, the Aliens Act Implementation Guidelines, and the WAV with respect to au pairs in any way.
- d. Upon recruitment, the agency informs the host family and the au pair of the laws and regulations referred to under paragraph c.
- e. The host family prepares a daily schedule in consultation with the au pair before the au pair's arrival at the host family.
- f. The au pair performs the expected chores (including babysitting for a maximum of 3 evenings per week) for a maximum of 30 hours per week, distributed over a maximum of 5 days and a maximum of 8 hours per day. Exceeding these maximum working hours is not permitted and may not be arranged.
- g. The au pair is entitled to 2 days off per week, and this must include an entire weekend at least once a month, starting on Friday at 20:00/8 PM until Sunday at 24:00/midnight.
- h. The au pair may not perform any (un)paid work outside the host family.
- i. The au pair's pocket money is at least €300.00 and no more than €340.00 per month. The pocket money is a fixed amount irrespective of whether the au pair actually works the maximum number of 30 hours per week.
- j. The host family ensures that the au pair has at least his/her own room within the home of the host family. This room (that includes heating) has at least one window that can be opened and, in addition, the room is equipped with a bed, table with chair, internet connection, and other common facilities. An au pair is not allowed to reside or be housed at an address other than the address of the host family, in which case the au pair will get the status of an alien under the Aliens Employment Act, see NOTE I.
- k. The host family offers the au pair the daily opportunity to bath and/or shower.

- l. The au pair comes to the host family for a consecutive period of no longer than 12 months, after which the au pair must return to the country of origin.
- m. The host family informs the agency of the au pair's departure date within 3 days of the au pair's departure.
- n. During the period that the au pair stays with the host family, the au pair will always act in accordance with the host family's house rules. These house rules apply (where possible) to all family members and do not make a distinction in respect of the au pair. The host family informs the au pair of the house rules upon the au pair's arrival in the Netherlands.
- o. The au pair is entitled to at least 2 weeks of consecutive paid leave per 12 months, or a proportional part thereof. The au pair must make leave arrangements with the family in time.
- p. The au pair must have the opportunity to follow a course and, in consultation with the family, the course will be reimbursed up to the amount of €350.00 per year.
- q. If the au pair needs to travel to follow the course referred to above, the costs for travelling with public transport to and from the training centre will be paid by the host family.
- r. The host family is responsible for taking out suitable insurance for the au pair that at least provides coverage for general medical costs, legal liability, and repatriation. The insurance commences no later than on the day of the au pair's departure from the country of origin.
- s. In case of the au pair becoming ill, the host family will continue to pay the agreed pocket money for no more than 14 days and will give the au pair the opportunity to seek the correct medical attention to recover quickly. If the insurance taken out does not cover the medical costs, the host family is responsible for these costs.
- t. During the au pair's entire period of stay, the host family is and remains responsible for the au pair's board and lodging at all times.
- u. Arrangements between the au pair and the host family are established in an au pair-host family agreement which is signed by the host family and the au pair.
- v. The au pair-host family agreement has a minimum notice period of 2 weeks. Deviation from this period is only possible in case of emergencies and after obtaining written permission from the agency.
- w. The agency ensures that the host family and the au pair have organised everything sufficiently in writing before the au pair's arrival in the Netherlands.
- x. The host family has an unconditional and binding information obligation towards the agency and will immediately inform the agency if there are any relevant changes. Relevant changes certainly refer to; changes in the composition of the host family, changes in the income of the host family, and changes regarding the au pair's residential situation such as the au pair's departure. Refer to the Appendix for further explanation.

y. Upon the departure of the au pair, whether or not at the end of the au pair's year-long stay, the host family has a duty towards the agency to take responsibility for and ensure that the au pair returns to the country of origin. The family will immediately inform the agency about the au pair's departure from the Netherlands and, if necessary, provide documentary evidence that the au pair has actually left the Netherlands.

NOTE 1: The au pair programme has been set up based on various factors and criteria. If one or more norms are deviated from, they will no longer be a host family - au pair relationship and the au pair will be regarded as an Alien within the context of the WAV. In that case, the host family is responsible for applying for a work permit from the competent authorities and the statutory minimum (hourly) wage must at least be paid to the foreign national, plus the social insurance premiums and wage tax.

NOTE II: The au pair programme is based on various statutory criteria. Regulations such as those stipulated in the Aliens Act and immigration regulations of the IND.

NOTE III:

The au pair is not a simple substitute for childcare; the au pair participates in the daily activities of a host family so he or she will have the opportunity to get to know a different lifestyle and culture.

NOTE IV:

All agencies are responsible for ensuring compliance with the conditions of the au pair programme, if it becomes apparent or it has been established that the criteria are not being met or that the programme regulations have been violated, the agency has the obligation to refuse further services and to act in accordance with Article 8 of Note IV.

PRINCIPLE FOR THE AGENCY'S PROVISION OF SERVICES

1. The host family agrees to the rules and conditions set out in these regulations by cooperating with the agency.
2. Without prejudice to the fact the information provided by the au pair has been checked as much as possible, an agency does not accept any liability whatsoever with regard to the correctness of this information should the au pair provided this information in bad faith.
3. A possible combined application for a Provisional Residence Permit (MVV) and a residence permit (Admission and Residence Procedure) is made without exception by the agency as prescribed by the IND.
4. The host family is responsible for the timely, correct, and complete submission of all relevant data and documents on income, family composition, and assets to the agency, insofar as these are necessary for obtaining a Provisional Residence Permit within the IND's abridged procedure, which will be assessed by the agency. The agency is not liable for the inaccuracy of the documents submitted by the host family if the host family submitted these documents in bad faith.
5. Obtaining a possible Provisional Residence Permit or visa and/or residence permit and the ensuing costs are at the expense and risk of the host family

6. The host family agrees to pay the fees for the Provisional Residence Permit and any costs for the abridged procedure to the agency in advance by a direct debit order or invoice, as determined by the agency and specified in an attached price list.

7. All information from and for the au pair and the host family preferably goes through the agency and its agent(s) abroad whenever this is possible.

8. The agency has the right to remove and possibly rematch the au pair with another family if it appears that the host family does not adhere to its obligations under these regulations or to the criteria of the au pair programme. Should that be the case, an agency has no obligation whatsoever to offer a replacement au pair to the host family and the agency has the right to unilaterally terminate the collaboration without any reimbursement of costs or compensation to the host family.

RIGHTS AND OBLIGATIONS OF THE AGENCY AND HOST FAMILY

9. After arrangements have been made between the host family and the agency that result in an assignment to the agency, then the agency must take further action to realise the assignment. The agency keeps the host family informed of all relevant developments resulting from the agreed assignment.

10. To this end, the agency takes responsibility for the au pair travelling to the Netherlands in accordance with the applicable legal conditions. This also refers to informing the au pair (possibly through the agency agent in the country of origin) of the criteria of the au pair programme. The agency will also inform the au pair of the documents required for the au pair to legally reside in the Netherlands.

11. The au pair who requires to obtain a visa must have a return ticket (plane/train/bus) so that the au pair can return to the country of origin at any time. Depending on the agreed arrangements, these costs are at the expense of the au pair, the host family, or both parties share the costs for this ticket. The respective ticket will have a validity of at least 365 days.

12. The au pair who requires to obtain a visa must collect the residence permit at a counter of the IND upon arrival at the host family. The au pair then has to register with the municipality where the family resides. The host family informs the agency when the registration at the local municipality has been completed.

13. After the au pair's arrival, the agency maintains periodic contact with the host family and/or the au pair and supports both parties in case of questions and/or problems. The contact also serves as an opportunity for the agency to ensure that the host family adheres to the rules and conditions of these regulations. The host family must collaborate with this inspection.

14. The au pair and the host family determine the (language) course he/she wishes to follow in mutual consultation, the day(s) and time(s) of the course to be followed are also determined in proper consultation between the au pair and host family.

15. The au pair is entitled to attend the au pair events that are periodically organised by the agency.
16. The agency has a statutory administrative and accountability obligation. At the request of the agency, the host family and/or the au pair will provide the details and information that the agency needs to fulfil these obligations within three days.
17. The IND and/or other government institutions may request the agency to submit details from the host family and the au pair if the governmental body deems this necessary for the proper execution of public law tasks. The host family and/or the au pair give(s) the agency permission to provide the requested information.
18. The agency is an organisation that offers its services based on consultancy and mediation between the host family and the au pair. As such, any liability is expressly excluded when this results from non-compliance with arrangements by the au pair and/or the client in respect to each other or towards an agency.
19. The agency cannot be held liable for an au pair who does not travel at to the host family in time or at all. Costs arising from such a delay or cancellation are entirely at the expense and risk of the host family.
20. The agency is explicitly excluded from any liability with regard to (financial) losses or any other losses incurred by the host family as a result of the au pair's stay or behaviour at the host family.

PRICES

21. The costs for mediation/placement/rematch by the agency are one-off. The agency is entitled to set its own prices.
22. The prices of the agency provide insight into: Subscription/registration costs, costs of placement of the au pair, costs arising from the interim cancellation (commission annulment) by the host family, costs of any supplementary services and costs of a replacement au pair during the term of the collaboration with the initial au pair, and any specific rates and surcharges that the agency wishes to communicate.
23. The following conditions apply to the payment of the costs charged by the agency:
- They are determined by the agency and described on the agency's price list.
 - The agency may calculate the costs of the entire provision of services in instalments.
24. The agency is entitled to require the client to sign a direct debit order.
25. If the host family defaults in paying the invoice submitted by the agency in time or in full, this may lead to a delay or cancellation of the services and/or the travel or arrival date of the au pair. Additional costs arising from a delay or cancellation will be at the expense of the host family.
26. If the host family does not meet the payment obligation towards an agency and the agency needs to send a reminder or a summons, the client will be charged the amount of €20.00 per reminder or summons.

27. If the agency is forced to outsource the collection of the claim (including reminder and/or summoning costs) against the client, the agency is entitled to charge the client a default interest of 1.5% per month or part of a month and a collection fee of 15% of the outstanding amount (with a minimum of € 40.00). In addition to these collection costs, all other (extra-)judicial (collection) costs to be incurred are also entirely at the expense of the client.

28. All prices listed by an agency are inclusive of the statutory VAT.

APPLICABLE LAW

29. If one or more conditions or rules of these general terms and conditions be declared (partially) null and void by law and/or by a court ruling, then this will not affect the other conditions and rules.

30. These general terms and conditions are exclusively governed by Dutch law



APPENDIX:

FURTHER EXPLANATION OF THE SCOPE OF THE INFORMATION AND DOCUMENTATION RESORTING UNDER THE CONDITIONS.

With due consideration to Article 16 of these conditions, the host family will at least provide the agency with information about:

- The family composition, also if it changes;
- The successful registration of the au pair with the municipality;
- The period the au pair stayed with the host family;
- The au pair no longer staying with the host family;
- The au pair no longer staying in the Netherlands;
- The au pair no longer meeting the conditions of his/her residence permit for cultural exchange;
- Non-compliance with the daily schedule established between the au pair and the host family;
- The au pair doing work that is in violation with the WAV;
- Changes in the family's residential address;
- The host family no longer meeting the minimum income requirement of 150 percent of the minimum income;
- The au pair no longer participating in the au pair programme;
- The au pair returning to the country of origin.

With due consideration to Article 16 of these conditions, the host family will at least provide the agency with the following documentation:

- A copy of the valid passports of the adult family members;
- A copy of the daily schedule as drawn up by the agency and signed by the host family and au pair;
- Proof that the host family meets the minimum income requirement of 150 percent of the minimum wage;
- Awareness Declaration signed by the host family and au pair.

Additional Terms and Conditions SNAPS 2020-2021

The description on the website of Super Nanny Au Pair Services (hereinafter referred to as SNAPS) at www.supernannyaupairservices.nl reflects the general terms and conditions as drawn up by SNAPS and costs of the program. In the points below you can read the additional terms and conditions as stated by SNAPS.

1. By registering via the website, the host family indicates that it is familiar with and agrees to the General Terms and Conditions as published on the website as well as these additional terms and conditions, the host family enters into a contract with SNAPS and agrees to the costs, information and conditions as described here;
2. SNAPS handles applications in order of availability and reserves the right to refuse applications and mediations without giving reasons;
3. The agreement enters into force after SNAPS has accepted the registration;
4. A search for an Au Pair comes into effect after the fully completed placement form has been received, accepted by SNAPS, the uniform General Terms and Conditions and the Supplementary Terms and Conditions initialled and signed are in the possession of SNAPS and the deposit as referred to in point 7 has been credited to SNAPS's account;
5. As a covenant holder of the IND, SNAPS is obliged to act in accordance with the MoMi (Modern Migration Policy) Act;
6. SNAPS is in no way liable for any costs and/or follow-up damages resulting from the late arrival of the Au Pair in the host family, or from any premature departure of the Au Pair from the host family;
7. When entering into a mediation assignment, the host family agrees to pay 50% of the agreed mediation costs upon registration.
8. The host family agrees to pay 50% of the agreed mediation costs in case of an Au Pair's match;
9. Payment is made by return of post. Should the first reminder not be complied with, the host family will be in default and will be obliged to pay statutory interest,. In addition, SNAPS shall immediately send a one-off reminder for which an administration fee of

€45 will be charged. If this is not complied with, the claim shall be transferred to a bailiff. All costs including collection costs resulting from this shall be for the account of the host family;

10. In case of cancellation by the host family the following applies:
 - If the host family has not accepted an Au Pair or Nanny through SNAPS within a period of 4 months, this automatically counts as a cancellation unless otherwise agreed upon;
 - In all other cases, cancellation is only valid after SNAPS has received a registered letter with reason for cancellation;
 - In case of cancellation after signing the application form and before payment of the first payment as described in point 7, the family will still owe 50% of the mediation costs to SNAPS;
 - In case of cancellation 21 days or more before the arrival date of the Au Pair, the host family still owes 50% of the agreed mediation costs to SNAPS;
 - In case of cancellation 20 days or less before the arrival of the Au Pair, or after the arrival of the Au Pair, the host family remains liable to SNAPS for 100% of the agreed mediation costs;
 - SNAPS is not obliged to refund or remit any amount or part thereof to the host family, nor is SNAPS liable for any consequential damage or costs incurred;
11. In case of cancellation by the Au Pair, the following applies:
 - In the event of premature termination of the Agreement, SNAPS shall endeavour to find a replacement within 30 days, provided that the full mediation costs for the agreed period have been paid to SNAPS. In no event in the event that SNAPS reimburses or waives any amount or part thereof to the host family;
 - In the event of premature termination, SNAPS may not be held liable in any way whatsoever for any consequential loss or costs incurred;
12. In the event that the host family fails to fulfil its obligations towards SNAPS, SNAPS shall be entitled to terminate the agreement with immediate

Paraph:

- effect. This does not release the host family from its financial obligations;
13. Disputes between the host family and the Au Pair will be submitted to and settled by SNAPS in accordance with the rules of reasonableness and fairness;
 14. Both the host family and the Au Pair may, for good reasons, jointly and individually, decide to no longer respect previous agreements concerning the period of stay of the Au Pair in the host family. There is a notice period of 2 weeks;
 15. In the event that the Au Pair contract is terminated based on well-founded reasons and a joint decision, the host family retains the right to a one-off mediation free of charge to find a replacement Au Pair for the remaining mediation period under the binding condition that the problems underlying this termination have been notified in writing within 1 month after the arrival of the Au Pair. Fees, travel expenses and other costs incurred or to be incurred are excluded;
 16. In the case of point 15, SNAPS will make every effort to propose a suitable candidate but cannot give any guarantees to this effect. Under no circumstances will SNAPS be bound to refund any mediation or other costs incurred, nor can SNAPS be held liable for any loss suffered;
 17. In the case of point 16, the Au Pair's right to one-off mediation free of charge expires if the compelling / compelling reasons arise from non-compliance with the program rules and interview agreements made, at the discretion of SNAPS;
 18. Contrary to article 11 of the General Terms and Conditions BONAPA, **Pre-match** (= au pair itself) **cannot** claim a replacement Au Pair. Mediation costs and all other costs that the host family has incurred or is still incurring, such as costs for flight ticket, MVV, residence permit, insurance, courses, subscriptions, for another Au Pair (not mediated through SNAPS) and loss of income, are not reimbursed, neither by SNAPS nor by the Au Pair;
 19. Under the Mo Mi law (Modern Migration Policy), the SNAPS reference holder in this context commits the host family to immediately notify the SNAPS of any relevant changes in the family and or the family situation and obliges both the host family and the Au Pair to provide a monthly short written (email) update to the SNAPS;
 20. SNAPS is subject to an information and notification obligation. This means that Super Nanny Au Pair will immediately provide all relevant information and changes to the IND. See also Uniform General Terms and Conditions Standards and Criteria article.
 21. At the end of the Au Pair period or in case of premature termination, the host family is responsible for the actual departure of the Au Pair from the Netherlands and must confirm this in writing to SNAPS. If the Au Pair does not leave the Netherlands on time and therefore stays in the Netherlands illegally, the host family is responsible for this and SNAPS is expressly absolved of the consequences of this;
 22. In case of illness of the Au Pair, the host family will continue to pay the agreed pocket money for a maximum period of 14 days and allow the Au Pair to visit a doctor. During the entire stay of the Au Pair in the host family, the host family is and remains responsible for board and lodging of the Au Pair;
 23. If the Au Pair has to travel for the possible course (article Uniform Terms and Conditions), the host family will reimburse the costs of public transport;
 24. The host family is responsible for taking care of the trip and reimburses the travel expenses made by the Au Pair to and from her country of origin (based on surcharge au pair through SNAPS);
 25. The host family is responsible for providing the correct documents for the application of the correct visa papers for the Au Pair. SNAPS will take care of the residence permit procedure and will correctly inform the family about the documents to be submitted or steps to be taken. All costs related to the application must be paid to SNAPS in advance. Any resulting costs will be specified and invoiced separately;
 26. The host family gives the Au Pair a monthly phone card of €10,- minimum;
 27. The Au Pair bureau has the duty to keep all details and evidence regarding the recruitment and selection of the Au Pair and the host family, the application and the stay of the Au Pair in the Netherlands until 5 years after the departure of the Au Pair from the Netherlands. If requested, this information will be provided by the Au Pair Bureau to the IND without delay;
 28. SNAPS will continue to inform the host family through its website about any changes to its program, conditions and visa regulations. The host family accepts its own responsibility in this and will regularly consult the website to stay informed of any changes;
 29. Previous versions of this document are hereby cancelled, SNAPS reserves the right to unilaterally amend or modify these terms and conditions and will publish them on its website.

Paraph:

By signing this agreement, the host family assumes the obligation to provide a guarantee in accordance with Article 3.43 of the Aliens Decree.

The requirement to provide security is formulated in Article 3.7(1)(b) of the Aliens Decree 2000 and is further elaborated in Article 3.12 of the Aliens Decree 2000. In the relevant section of the Explanatory Memorandum, the following is stated, among other things: "The guarantee as elaborated in Article 3.12 of the Aliens Decree 2000 relates to the costs that the state and other public bodies may incur as a result of the stay of the foreign national, as well as to the costs of the journey to a place outside the Netherlands where the entry of the foreign national is guaranteed, insofar as these costs have been incurred within 5 years after the residence permit has been granted or so much shorter as the actual stay of the foreign national in the Netherlands lasts. (...) The guarantor will be released from further obligations at the time when the foreign national has definitively left the Netherlands or residence in the Netherlands is granted for a purpose other than the purpose for which the guarantor declaration initially had to be signed".

Date :

Place ;

Name ;

Signature :

Paraph:

Page 3 of 5

Costs overview Au Pair Program SNAPS 2020-2021

♥ 12 months au pair mediation costs and au pair supervision	€ 1.550,-- incl. 21% VAT
♥ Prematch, 12 months au pair mediation / counselling au pair (au pair offered by himself/herself)	€ 1.395, -- incl. 21% VAT
♥ Administration costs Dossier formation IND	€ 358,-- incl. 21%btw
♥ Mediation / file creation Eu au pair	€ 850,-- incl. 21% VAT
♥ Surcharge for host family (Return ticket)	approx. € 600,-- € 1.200,--
♥ Fees IND, application for exchange of residence permit au pair IND	€ 290,-- no VAT

Monthly costs for the family

♥ Pocket money	€ 300,-- € 340,-- maximum
♥ Telephone card	€ 10,-- € 20,00
♥ Isis Health and liability insurance for your au pair	€ 40,-- p.m. *
♥ *12 months World plus (au pair outside EU)	€ 540,--
♥ 12 months World (au pair outside EU)	€ 444,--

Annual extra costs for the family

♥ Contribution SNAPS Events Program, 3 to 4 events per year	approx.	€ 195,--
♥ Language course	a.	€ 325,--
♥ Fly, bus or train ticket (surcharge au pair), explanation will be sent to you by mail		

Explanation surcharge Au Pair

Since the amendment of the law on 1 October 2012, our partner organizations abroad are not allowed to charge more than €34 for the screening, mediation and training of the au pair. Of course, this does not cover the cost for the amount of work that has to be done by these agencies. It may be clear that it is also in your interest that we insist that the screening, background check, etc. is carried out thoroughly. After all, no one benefits from mismatches and Au Pairs travelling with double agendas. For this reason the Bonapa has set an amount that has to be paid to the partner organization abroad. SNAPS pays these costs to the partner agency. The Au Pair pays an amount of € 34,- to the agency in accordance with the legislation and pays (part of) the ticket.

Paraph:

AU PAIR PLACEMENT CONFIRMATION

Hereby we / I, SNAPS office in Wassenaar, Het Kerkehout 63, 2245 XN, Wassenaar The Netherlands assignment to place an au pair for our family.

SNAPS will carry out the assignment in accordance with the general terms and conditions of SNAPS and the Bonapa and the additional terms and conditions of SNAPS, which have been seen by us and signed for approval.

Agreed:

Family name :

Address :

Date :

Signature :

Agreement on behalf of SNAPS:

Name : I.A. Zandhuis - Danes

Function : Owner

Date : 19 februari 2021

Signature :



Paraph:

Page 5 of 5