



## **GENERAL TERMS AND CONDITIONS 2024 - 2025**

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### **Definitions:**

1. Contractor: Super Nanny Au Pair Services, located in Wassenaar, registered under Chamber of Commerce number 27298036.
2. Client: the natural person(s) with whom the Contractor has entered into an agreement.
3. Parties: Contractor and Client collectively.
4. Au Pair: the natural person placed by the Contractor with the Client.
5. Host Family: the Client's family where the Contractor places an Au Pair.
6. Consumer: a Client who acts as a private individual.

### **Article 1 - Applicability of General Terms and Conditions**

1. These conditions apply to all quotations, offers, services, agreements, and deliveries of services by or on behalf of the Contractor.
2. Parties can only deviate from these conditions if they have explicitly and in writing agreed to do so.
3. Parties expressly exclude the applicability of any additional and/or deviating general terms and conditions of the Client or third parties.

### **Article 2 - Requirements for Au Pair**

The Contractor places only an Au Pair who has been screened in accordance with the Contractor's code of conduct, is between 18 and 26 years old, and holds a nationality other than Dutch.

### **Article 3 - Requirements for Host Family**

The Contractor only places an Au Pair in a host family that meets the legal income threshold and has been screened in accordance with the Contractor's code of conduct.

#### Article 4 - Nature of the Services, Standards, and Criteria

1. An Au Pair comes to the Host Family for a cultural exchange. In exchange for, among other things, board, lodging, pocket money, and some additional benefits, the Au Pair participates in the daily activities of the Host Family. The activities the Au Pair can perform are limited to light household tasks (Appendix 1) and/or childcare, without being fully responsible for them.
2. The Au Pair is not a sole replacement for childcare; the Au Pair participates in the daily activities of the host family to learn a different way of life and culture.
3. The Client is not dependent on the Au Pair, and in case it is desirable and/or necessary, always has an alternative available for the activities expected from the Au Pair.
4. The Client has a duty of care towards the Au Pair based on the “Wet Arbeid Vreemdelingen” (*Foreign Nationals Employment Act*) and will consider the welfare of the Au Pair.
5. The Client, in consultation with the Au Pair, establishes a daily schedule before the Au Pair arrives at the Client's place.
6. The Au Pair performs the expected activities (including babysitting for a maximum of 3 evenings per week) for a maximum of 30 hours per week, spread over a maximum of 5 days, and for a maximum of 8 hours per day. Exceeding these maximum working hours is not allowed and can not be agreed upon.
7. The Au Pair is entitled to two days off per week, and at least once a month, this should include a continuous weekend starting on Friday at 8:00 PM until Sunday at 12:00 AM.
8. The Au Pair is not allowed to perform (un)paid work for anyone other than the Client.
9. The Au Pair's pocket money amounts to at least €300.00 and at most €340.00 per month. The pocket money is a fixed amount and is not dependent on whether the Au Pair actually works the maximum number of 30 hours per week.
10. The Au Pair is entitled to a minimum of 2 weeks of continuous paid leave per 12 months or a proportionate part thereof. Arrangements for leave should be discussed by the Au Pair with the family in advance.
11. The Client ensures that the Au Pair has at least one private room in the Client's home. This (heated) room should have at least one window that can be opened and should be equipped with a bed, table with chair, internet connection, and suchlike. An Au Pair may not live or be accommodated at a different address than that of the Client (in which case the Au Pair would lose its status as an Au Pair under the Foreign Nationals Employment Act).
12. The Client provides the Au Pair with daily access to a bath and/or shower facility.
13. Throughout the Au Pair's entire stay, the Client is and remains responsible for the board and lodging of the Au Pair.

14. The Au Pair comes to the Client for a continuous period of up to 12 months, after which the Au Pair must leave The Netherlands.
15. The Client reports the Au Pair's departure date to the Contractor within 3 days after the Au Pair's departure.
16. The Au Pair must have the opportunity to attend a (language) course. The costs of this course - up to a maximum of EUR 380 per year - are borne by the Client. The Client should also, in consultation with the Au Pair, determine which (language) course they wish to attend and on which day(s) and times it will take place.
17. If the Au Pair needs to travel to attend the course mentioned above, the costs of traveling by public transport to the course are covered by the Client.
18. The client provides the au pair with a weekend public transport card valued at a minimum of €34.95.
19. The Client is responsible for taking out insurance for the Au Pair, which provides at least coverage for all medical expenses, liability, and repatriation. The insurance should start at least on the day of the Au Pair's departure from their country of origin.
20. In case of illness of the Au Pair, the Client will continue paying the agreed pocket money for a period of up to 14 days and allow the Au Pair to receive proper medical care to recover quickly. If the insurance does not cover the medical expenses, the Client is responsible for these costs.
21. Agreements between the Au Pair and the Client are documented in an Au Pair-host family agreement, which is signed by the Client and the Au Pair. Part of this agreement includes the house rules.
22. During the Au Pair's stay with the Client, the Au Pair must always comply with the house rules of the Client. These house rules apply (where possible) to both the Host Family and the Au Pair and do not make a distinction between them. The house rules will be communicated by the Client to the Au Pair upon the Au Pair's arrival in the Netherlands.
23. The Contractor ensures that the Client and the Au Pair have adequately organized everything (in writing) before the Au Pair arrives in the Netherlands.
24. The Au Pair program is based on various national criteria. Regulations, including those established in the Foreign Nationals Act and the Immigration and Naturalisation Service ("IND") immigration regulations, are inseparably linked to the rules established by the Contractor.
25. Super Nanny Au Pair Services ensures compliance with the conditions of the au pair program; if it appears or is established that the criteria are not met or if the program rules are violated, the agency is obliged to refuse further services.

## **Article 5 - Obligations of the Contractor and Client**

1. After concluding the Agreement, the Contractor keeps the Client informed of all relevant developments regarding the concluded agreement.
2. The Contractor will also inform the Client through its website about any changes in its program, conditions, and visa regulations. The Client accepts its own responsibility and will regularly consult the website to stay informed about any changes.
3. The Contractor ensures that the Au Pair travels to the Netherlands in accordance with the applicable legal requirements. The Contractor will also inform the Au Pair about the documents required for legal residence in the Netherlands.
4. The Client is responsible for arranging the Au Pair's travel to and from their country of origin and reimburses the travel costs incurred by the Au Pair to and from their country of origin.
5. A visa-required Au Pair must have a return ticket (plane/train/bus) so that the Au Pair can return to their country of origin at any time. Depending on the agreements made, these costs will be borne by the Au Pair, the Client, or both. The ticket has a validity of up to 365 days.
6. After arriving at the Client's residence, the visa-required Au Pair must collect the residence permit at an IND office. Subsequently, the Au Pair must register with the municipality where the family resides. The Client will inform the Contractor once the registration with the municipality has been completed.
7. The Contractor will periodically maintain contact with the Client and/or the Au Pair after their arrival and provide support to both parties in case of questions and/or problems. The contact is also for the Contractor to ensure that the Client complies with the rules and conditions of this regulation. The Client is required to cooperate with this control.
8. The Client has an unconditional and mandatory obligation to provide general information to the Contractor and will promptly inform the Contractor if there are any relevant changes. Relevant changes include, but are not limited to, changes in the composition of the Host Family, changes in the Client's income, and changes regarding the Au Pair's living situation, such as the Au Pair's departure.
9. Under the MoMi Law (Modern Migration Policy), the Contractor becomes the sponsor, and in this context, the Client is obligated to immediately notify the Contractor of any relevant changes in the family or family situation. Both the Client and the Au Pair are required to provide a monthly brief written (email) update to the Contractor.
10. The IND and/or other government agencies may request the Contractor to provide data about the Client and the Au Pair if the government agency deems it necessary for the proper performance of public law duties. The Client and/or the Au Pair consent to the Contractor providing the requested data.

11. Any combined application for a Provisional Residence Permit (“MVV”) and a residence permit (“TEV procedure”) is solely made by the Contractor in accordance with the IND's instructions, and is subject to the following sub-clauses:
  - a. Obtaining a possible MVV or visa and/or residence permit, as well as the resulting costs, are at the expense and risk of the Client.
  - b. The Client agrees to prepay the MVV fees and any costs for the expedited procedure to the Contractor through direct debit or invoice, as determined by the Contractor and specified in an attached price list.
  - c. All information from and for the Au Pair and the Client will, where possible, preferably be exchanged through the Contractor and its agents abroad.
12. The Contractor has the right to remove and possibly re-place an Au Pair at another family if it appears that the Client does not comply with their obligations under this regulation or the Au Pair program's criteria. In such a case, the Contractor has no obligation to offer a different Au Pair to the Client, and the Contractor has the right to unilaterally terminate the cooperation without any compensation of costs or other compensation to the Client.
13. After the expiration of the agreement (or in case of early termination), the Client becomes responsible for the Au Pair's actual departure from the Netherlands. The result of this must be confirmed in writing to the Contractor. If the Au Pair does not leave on time and thus resides illegally in the Netherlands, the Client is liable for this.
14. If the Au Pair does not depart on time and thus resides illegally in the Netherlands, the Client is liable for this.
15. In case of illness of the Au Pair, the Client will continue paying the agreed pocket money for a period of up to 14 days and allow the Au Pair to visit a doctor. Throughout the Au Pair's entire stay with the Client, the Client is and remains responsible for board and lodging for the Au Pair.
16. The Client is responsible for providing the correct documents for the Au Pair's visa application. The Contractor will ensure the correct residence permit procedure and provide the Client with correct information about the required documents and the steps to be taken. All costs related to the application must be paid in advance to the Contractor. Any resulting costs will be specified and invoiced separately.

#### **Article 6 - Prices**

1. All prices used by the Contractor are in euros, including VAT, and excluding any additional costs such as administrative costs, levies, and travel, shipping, or transport costs unless explicitly stated otherwise or agreed otherwise in writing.
2. All prices used by the Contractor for its services, on its website, or otherwise communicated, may be changed at any time by the Contractor.
3. The parties agree on a total amount as an indicative price for the service provided by the Contractor unless the parties have explicitly and in writing agreed on a fixed price that cannot be deviated from.
4. The costs for mediation/(re)placement are one-time. The Contractor is entitled to request automatic debit authorization.
5. The Contractor has the right to adjust prices annually.

#### **Article 7 - Payments and Payment Terms**

1. The Client is required to pay a deposit of 50% of the mediation fee upon entering into the agreement.
2. The remaining 50% of the mediation fee must be paid by the Client within 14 days after the match with the Au Pair.
3. Payment terms are considered firm deadlines for payment. This means that if the Client has not paid the agreed amount by the last day of the payment term, the Client will automatically be in default and in breach of the agreement, without the Contractor needing to send a reminder or notice of default to the Client.

#### **Article 8 - Consequences of Non-Timely Payment**

1. If the Client fails to pay within the agreed term, the Contractor is entitled to charge the legal interest of 2% per month for non-commercial transactions from the day the Client is in default, with a part of a month being counted as a full month.
2. In case of default, the Client is also obligated to pay extrajudicial collection costs and any damages to the Contractor.
3. The extrajudicial collection costs will be calculated in accordance with *Besluit vergoeding voor buitengerechtelijke incassokosten* ("Decision on Compensation for Extrajudicial Collection Costs").
4. If the Client does not make timely payment, the Contractor may suspend its obligations until the Client has fulfilled its payment obligations.
5. In the event of liquidation, bankruptcy, attachment, or suspension of payment on the part of the Client, the claims of the Contractor against the Client become immediately due and payable.
6. If the Client refuses to cooperate in the execution of the agreement by the Contractor, the Client is still obliged to pay the agreed price to the Contractor.

#### **Article 9 - Best Efforts Obligation**

The Parties have entered into an agreement with a service-oriented nature. The Contractor is therefore only obligated to make best efforts and not obligated to achieve specific results.

#### **Article 10 - Execution of the Agreement**

1. The Contractor carries out the agreement to the best of its knowledge and abilities and in accordance with the requirements of good professional practice.
2. The Contractor has the right to have the agreed services (partially) performed by third parties.
3. The Contractor handles applications based on availability and reserves the right to refuse applications and mediations without providing reasons.
4. The execution of the agreement takes place in mutual consultation and only after written agreement and payment of the agreed advance payment - as stated in Article 7, paragraph 1 - by the Client.
5. It is the responsibility of the Client to ensure that the Contractor can start the execution of the agreement on time.

6. If the Client has not ensured that the Contractor can start the execution of the agreement on time, any resulting additional costs and/or hours will be borne by the Client.

#### **Article 11 - Provision of Information by the Client**

1. The Client makes all information, data, and documents relevant to the correct execution of the agreement available to the Contractor in a timely manner and in the desired form and manner.
2. The Client is responsible for the accuracy, completeness, and reliability of the information, data, and documents made available, even if they originate from third parties, to the extent that this does not ensue from the nature of the agreement.
3. If and to the extent that the Client requests this, the Contractor will return the relevant documents.
4. If the Client does not, not timely, or not properly provide the information, data, or documents reasonably desired by the Contractor and the execution of the agreement is delayed as a result, any resulting additional costs and additional hours will be borne by the Client.



## Article 12 - Penalty Clause

1. In accordance with Article 54 paragraph 2 sub a of the Foreign Nationals Act and Article 4.44a of the Foreign Nationals Decree, the Contractor is legally obliged to inform the Dutch Immigration and Naturalization Service (IND) **within 28 days** about all facts and circumstances that may affect the residence and immigration status of the Au Pair in the Netherlands. If the Contractor violates one or more of these obligations, the IND is entitled to impose a penalty on the au pair agency of up to €3000.00 per violation.
2. In view of this risk, and as agreed in these General Terms and Conditions and the contract between the Client and the Contractor, the Client is obligated to inform the Contractor in writing about the facts and circumstances listed in paragraph 3. This must be done in writing and within one week from the moment the Client becomes aware of the following facts and circumstances. If the Client does not fulfill this obligation and the Contractor is fined as a result of this violation, the Contractor will impose a fine on the Client in return. The amount of this fine is equal to the fine that the Contractor receives from the IND.
3. The Client is required to inform the Contractor when:
  1. The Au Pair is no longer staying in the Netherlands.
  2. The Au Pair no longer wishes to come to the Netherlands.
  3. The agreed daily schedule of the Au Pair has changed or will change.
  4. The Client and/or the Au Pair fail to adhere to the agreed daily schedule.
  5. The Au Pair no longer lives with the Client and/or has moved to another location and/or another Host Family.
  6. The Au Pair has performed or is performing the light supportive household activities for more than the allowed eight hours per day.
  7. The Au Pair has performed or is performing the light supportive household activities for more than thirty hours per week.
  8. The Au Pair has performed or is performing the light supportive household activities for more than the allowed five days per week.
  9. The Au Pair does not have at least one full weekend off per month.
  10. The composition of the Host Family has changed and/or will change.
  11. The Host Family is moving.
  12. There is a change in the working conditions and/or income within the Host Family or has taken place.
  13. The Host Family no longer independently possesses the legally required sufficient and sustainable financial means to support the Au Pair.
  14. The physical or mental health of the Au Pair is at risk.

15. The Au Pair and/or the Host Family are no longer able or willing to undertake activities that are part of the Au Pair's cultural exchange program during their stay in the Netherlands.
16. The residence permit and/or the purpose of the Au Pair's stay has changed or an application for this has been submitted, such as for study or provision of a partner visa.
17. The Au Pair is no longer legally residing in the Netherlands.

### **Article 13 - Complaints**

1. The Client must examine any service provided by the Contractor for any deficiencies as soon as possible.
2. If the service provided does not meet what the Client could reasonably expect from the agreement, the Client must inform the Contractor of this as soon as possible, but in any case within 1 month after discovering the deficiencies.
3. Consumers must notify the Contractor of any deficiencies within 2 months after discovering them.
4. The Client provides a detailed description of the deficiencies so that the Contractor can adequately respond to them.
5. The Client must demonstrate that the complaint pertains to an agreement between the parties.
6. If a complaint concerns ongoing work, this cannot in any case result in the Contractor being obliged to perform other work than agreed.

### **Article 14 - Notice of Default**

1. The Client must communicate notices of default to the Contractor in writing.
2. It is the Client's responsibility to ensure that a notice of default reaches the Contractor (timely).

### **Article 15 - Liability of the Contractor**

1. The Contractor is only liable for any damages suffered by the Client if and to the extent that such damage is caused by intent or conscious recklessness.
2. If the Contractor is liable for any damage, its liability is limited to direct damage resulting from or related to the execution of an agreement.
3. The Contractor is never liable for indirect damage, such as consequential damage, loss of profit, missed savings, or damage to third parties.

4. If the Contractor is liable, its liability is limited to the amount paid out by a closed (professional) liability insurance and, in the absence of full payment by an insurance company of the damage amount, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colours, drawings, descriptions on the website, or in a catalogue are only indicative and are approximate and cannot be a basis for compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

#### **Article 16 - Expiry Period**

Any right of the Client to compensation from the Contractor expires in any case after 12 months from the event from which the liability directly or indirectly arises. This does not exclude what is determined in Article 6:89 of the Dutch Civil Code.

#### **Article 17 - Right of Termination**

1. The Client has the right to terminate the agreement if the Contractor is culpably failing to fulfill its obligations unless this failure, given its special nature or minor importance, does not justify termination.
2. If the fulfillment of the obligations by the Contractor is not permanently or temporarily impossible, termination can only take place after the Contractor is in default.
3. The Contractor has the right to terminate the agreement with the Client if the Client does not fulfill his obligations under the agreement completely or in a timely manner, or if the Contractor becomes aware of circumstances that give him reasonable grounds to fear that the Client will not be able to fulfill his obligations properly.

#### **Article 18 - Force Majeure**

1. In addition to what is provided for in Article 6:75 of the Dutch Civil Code, a breach of the Contractor's obligations towards the Client cannot be attributed to the Contractor if it is not due to the will of the Contractor, or if it is due to an independent situation that is beyond the control of the Contractor, thereby making it impossible for the Contractor to fulfill its obligations towards the Client in whole or in part or to fulfill them in a timely manner.
2. The force majeure situation referred to in paragraph 1 also applies - but is not limited to - emergency situations (such as civil war, insurrection, riots, natural disasters, etc.); misconduct and force majeure of suppliers, deliverers, or other third parties; unexpected power, electricity,

internet, computer, and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, adverse weather conditions, and work interruptions.

3. If a force majeure situation occurs as a result of which the Contractor is unable to fulfill one or more obligations towards the Client, those obligations will be suspended until the Contractor can fulfill them again.
4. From the moment a force majeure situation has lasted at least thirty calendar days, both parties have the right to dissolve the agreement in writing, in whole or in part.

#### **Article 19 - Amendment of the Agreement**

If, after the conclusion of the agreement, it becomes necessary to change or supplement its content for its execution, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.

#### **Article 20 - Amendment of the General Terms and Conditions**

1. The Contractor is entitled to change or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major substantive changes will be discussed in advance as much as possible with the Client.
4. Consumers are entitled to terminate the agreement in the event of a substantial change to the general terms and conditions.

#### **Article 21 - Transfer of Rights**

1. Rights of the Client from an agreement between the parties cannot be transferred to third parties without the prior written consent of the Contractor.
2. This provision applies as a stipulation with proprietary effect as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.

#### **Article 22 - Consequences of Nullity or Annulment**

1. If one or more provisions of these general terms and conditions are null or voidable, this does not affect the other provisions of these terms and conditions.
2. If a provision is deemed null or voidable, it shall be substituted with a provision that best aligns with the Contractor's original intent when formulating the terms and conditions on that specific matter.

#### **Article 23 - Applicable Law and Jurisdiction**

1. Dutch law exclusively applies to any agreement between the parties.
2. The Dutch court in the district where the Contractor is established/practices/has its office has exclusive jurisdiction to take notice of any disputes between the parties, unless the law prescribes otherwise.