

Au Pair Link Au Pair Agreement

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

Initial Term: The initial term of this Agreement is from the date it is signed by you then for the length of the Placement Term (as specified below) from the date you arrive in New Zealand as part of the Au Pair Link programme. This Agreement will then continue until either you or Au Pair Link terminates it in the way set out in the General Terms.

General Terms: The General Terms contain important details such as your responsibilities as an Au Pair, fees and cancellation charges, the 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: In signing this Agreement you undertake to comply with Au Pair Link Limited’s rules and regulations as set out in the General Terms and conditions below. In signing this Agreement you authorise Au Pair Link to pass on any information concerning your application to be an Au Pair including (but not limited to) references, personality tests, English tests, university or schools transcripts, police and medical records to third parties as may be necessary.

Declaration:

I have read and understood the terms and conditions in this Agreement and I confirm that 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. I agree to abide by the terms and conditions described in this Agreement, and I consent to the disclosure of personal information as described above. I 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 with a Host Family may be cancelled.

Your Details & Signature:

Full Name:	
Enrolled Programme:	Au Pair 123: <input type="checkbox"/> Au Pair Whiz: <input type="checkbox"/> Au Pair Mate: <input type="checkbox"/> Au Pair Assist: <input type="checkbox"/>
Placement Term:	
Current Address:	
Contact Number:	
Email Address:	
Signature:	
Date:	

GENERAL TERMS (Version 1.4 – 21st March 2011)

1. AU PAIR RESPONSIBILITIES

1.1. Cooperation.

You will provide reasonable cooperation to enable us and our partners to place you in a Host Family 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.

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. You declare that all information that you have provided to us is genuine – including photographs of you.

1.3. Permission for disclosure.

You understand that we or one of our third party partners may conduct English tests, personality tests, medical examinations, interviews, police record and reference checks to establish your suitability as an Au Pair. 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 Host Families and 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.

1.4. 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 Host Families.

1.5. Offer of placement.

You agree to only accept an Offer of Placement once you have spoken to the relevant Host Family personally via the telephone and had correspondence with the family via 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 Host Family.

1.6. Review of documentation.

You agree to review all the material provided by us as part of the placement process. Signing this Agreement is an acknowledgment of your understanding of all materials and information provided to you by us. You also agree to review all relevant material upon your arrival in New Zealand. You understand that we are not liable for any inaccuracy in the documentation provided by us to you. However, we will take reasonable caution to avoid any inaccuracies from occurring.

1.7. Flights, visa and passport.

You will ensure that you complete all visa requirements from us or our partners prior to your arrival in New Zealand and to be able to lawfully work in New Zealand. We are not responsible for any delays or changes made to your flights and it is your responsibility to ensure that you arrive in New Zealand on time (to attend orientation or to meet your Host Family). You understand that it is your responsibility to arrange and pay for any connecting flights or transport required in reaching the designated airport from which your international flights will depart. 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 New Zealand.

1.8. Insurance.

As an Au Pair with us, insurance is mandatory. We can help arrange or organise your insurance for your placement term in New Zealand 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.

1.9. Employment and tax.

You understand that whilst working as an Au Pair in New Zealand you are the employee of your Host Family and not Au Pair Link Limited. You understand that any advice given by us or our partners concerning taxation or your employment relationship with your Host Family is in good faith and is not professional legal advice or binding in any way. As such we accept no liability for losses incurred by you as a result of advice given by us concerning employment and taxation. 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 Family.

You further understand and agree that:

- a) you will not take up any other employment in New Zealand unless you have the written permission of both your Host Family and us;
- b) as an employee you are entitled to annual holidays, public holidays and sick leave from your employer (your Host Family) as set out in New Zealand employment law;
- c) you must give 4 weeks written notice to your Host Family and us if you wish to resign from your employment;
- d) we reserve the right to immediately terminate your employment relationship with your Host Family if any of the terms and conditions of this Agreement are breached by you; and
- e) you can only be employed by your Host Family through our facilitation and under this Agreement. Should you wish to exit our programme and terminate this Agreement, you can no longer reside with your Host Family or remain as their employee.

1.10. Resigning from your employment.

You must give at least 4 week's written notice to your Host Family and us before resigning from your employment as an Au Pair. If you resign from your employment you may be eligible for re-match with another Host Family as per our programme and as set out in this Agreement. If you resign from your employment and exit our programme you may be liable to pay us cancellation charges as outlined in this Agreement. Resigning from your employment as an Au Pair will mean that you will forfeit your Completion Bonus.

1.11. Termination of your employment at our direction

Should we form the view, in our sole and absolute discretion, that you should be removed from the employment of the Host Family (and therefore from the Host Family's accommodation), for whatever reason, then the Host Family will terminate your employment prior to the expiry of the Placement Term. In that event, you shall be provided with 4 weeks' written notice paid in lieu. For the avoidance of doubt, you agree that we do not require your consent or the Host Family's consent to take action under this clause nor do we need to provide the reasons for the termination to you or the Host Family except as otherwise required at law.

1.12. Working hours.

You will not work more than 45 hours per week and a maximum of 10 hours per day unless you negotiate additional babysitting hours directly with your Host Family at your discretion. If you and your Host Family are enrolled in our Au Pair 123 or Au Pair Whiz programmes, then you must work a minimum of 30 hours per week. If you and your Host Family are enrolled in our Au Pair Assist programme, then you must work a maximum of only 20 hours per week. As an employee you are entitled to annual holidays, public holidays and sick leave from your employer (your Host Family) as set out in New Zealand employment law.

1.13. Programme participation.

You are required to comply with all our programme rules and requirements. You agree to fully participate in our programmes including all curriculum requirements, teacher visits, professional development and attending all activities and events as required by us. You must ensure that you communicate with your Host Family to make sure that you have the time available to attend all our programme events, teacher meetings and activities as required by us. It is considered a breach of this Agreement if:

- a) you do not fully cooperate, in good faith, with our programme rules and requirements;
- b) you do not maintain and complete your communication book and individual child portfolios;
- c) you do not complete and submit mandatory individual child attendance sheets to us on a monthly basis or as required by us;
- d) you regularly do not attend weekly playgroups as part of our Au Pair 123, Au Pair Assist or Au Pair Whiz programmes without prior written consent or explanation; or
- e) you miss 3 or more monthly events, meetings or activities organised by us during your placement term.

You may be removed from The Programme or forfeit your Completion Bonus if your programme participation is not deemed as satisfactory by us or if you fail to meet the above requirements of this clause.

1.14. Work duties.

As an Au Pair the safety and wellbeing of the children you care for is paramount. Your typical work duties include, but are not limited to:

- a) ensuring the physical and mental wellbeing of the children including general hygiene;
- b) Picking up or dropping off the children to school or activities whether driving, walking or taking public transport;
- c) Feeding and clothing the children;
- d) Sharing general cleaning duties with you Host Family;
- e) Specifically cleaning the children's room/s and play areas and doing the children's laundry;
- f) Playing with the children and helping them with schoolwork;
- g) Completing and maintaining Child Portfolios and Communication Books (not required for Au Pair Mate programme).

Whilst your primary focus is the children you will also be expected to contribute around the home like a typical family member. Whilst you are not expected to do all the housework, cooking and cleaning - you are expected to contribute in this area if and where appropriate.

1.15. Care and environment.

To the best of your abilities you will ensure that you provide a safe and caring environment for the children of your Host Family. You will foster a happy environment for the children and ensure their general wellbeing and health are properly monitored and cared for. You acknowledge that as a live-in employee you will need to be respectful of the privacy of your Host Family and adhere to their family rules and guidelines.

1.16. Communication and mediation.

You agree to discuss household rules, timetables, routines and methods of child discipline with your Host Family upon your arrival. You understand that regular and open communication with your Host Family is paramount in building a good working relationship. If you experience a breakdown in communication or have expectations that are not being met by your Host Family then you will ensure that we are informed promptly and you will enter a process of mediation, in good faith, if advised to do so by us. It is your responsibility to notify us immediately if any problems or issues arise in your employment with your Host Family. Your participation and cooperation in mediation conducted by Au Pair Link is mandatory if requested by us. This includes whether or not you are directly involved or a third party to our mediation process.

1.17. Exiting our programme.

After completing your Placement Term you will leave New Zealand in accordance with your visa and not endeavour to stay longer than the duration of your visa term unless you receive our written permission.

If you wish to exit our programme (thereby terminating this Agreement) and resign from your employment prior to completing your full Placement Term you must provide us with at least 4 weeks written notice. Should you wish to exit our programme, you can no longer reside with your Host Family or remain as their employee. Also you will not be eligible to receive your Completion Bonus and we may enforce cancellation charges, as outlined in this Agreement. Cancellation charges will not be applied by us if you have justifiable cause for exiting our programme early. However, this is at our sole discretion. You will not receive your Completion Bonus if your employment is terminated (or you have received notice that your employment will be terminated) due to misconduct or serious misconduct.

1.18. Re-match policy.

Au Pair Link has a re-match policy for Au Pairs in our programme. This policy is designed to help ensure your enjoyment and safety throughout your stay in New Zealand. Our re-match policy will assist in placing you with another Host Family and includes:

- a) assistance with your relocation or removal from the premises of your existing Host Family;
- b) temporary room and board for a maximum of 5 days at our expense and choice – typically hostel accommodation; and
- c) introducing you to other suitable Host Families.

If you require temporary room and board for more than 5 days you will be required to pay for the balance. You understand that we are not liable for any other costs that you may incur during re-match and that we will not pay your Au Pair wage during the weeks while you are waiting to be re-matched with a new Host Family.

We will endeavour to re-match you within a reasonable timeframe; however, if we are unable to re-match you with a new Host Family we may terminate this Agreement. We are unable to guarantee a successful re-match and you may be required to exit our programme accordingly. You also understand that prior to entering our re-match programme that you may need to participate in mediation with your Host Family. We reserve the right to withdraw our re-match policy if you have breached any of the term and conditions as set out in this Agreement.

1.19. Re-match policy eligibility.

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

- a) your Host Family breaches any terms or conditions set out in their Agreement with us;
- b) you resign from your employment, citing justifiable reasons for your resignation, but wish to remain in our programme;
- c) you fail to meet the reasonable expectations of your Host Family as an employee;
- d) you are unhappy in the employment of your Host Family; or
- e) your Host Family no longer requires your services as an Au Pair and terminates your employment or their Agreement with us.

Prior to any re-match being conducted you must enter a process of mediation with your Host Family in good faith if requested to do so by us. You are not eligible for re-match if you have breached any of the terms or conditions as set out in this Agreement.

1.20. Orientation.

You agree to participate in our orientation programme. The orientation programme is compulsory. During orientation you may be asked to participate in events such as a certified CPR course, driving lessons and general childcare lessons. You agree that you will participate to the best of your ability and that you will follow the directions given by us or your instructors throughout this programme.

1.21. Activities and your attendance.

You will make certain that you arrive on time for all Au Pair Link events such as interviews, flights and other important meetings. You understand that you are required to participate in ongoing monthly activities, playgroups, teacher lead meetings and professional development sessions arranged by us in your Cluster. Repeated lateness and non-attendance at activities organised by us is considered a breach of our programme rules and this Agreement. You may be removed from the programme and forfeit your Completion Bonus if your attendance is not deemed as satisfactory by us.

1.22. Responsibility for safety.

You are responsible for your own safety whilst in New Zealand. You understand that you must comply with all applicable laws relating to your safety, health and employment. Nonetheless, you agree that we have the right to take actions to ensure your safety and general wellbeing including but not limited to securing medical treatment and transport back to your home country. You also acknowledge that we will not be held liable for any costs that occur from taking such actions to ensure your safety.

1.23. Abuse, neglect and inappropriate behaviour.

Au Pair Link has a no tolerance policy regarding verbal or physical abuse, bullying, family violence, child neglect or any other form of illegal or inappropriate behaviour such as drug use, prostitution or sexual advances toward any member of your Host Family. We also have a no tolerance policy concerning physical discipline of children – this includes hitting, smacking, biting or any other form of physical correctional discipline. You understand that if you act in any way that is deemed inappropriate by us, we have the right to take the following actions:

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

Any negligent behaviour that compromises the general wellbeing, health or safety of the child or children in your care as an Au Pair will also be deemed by us just cause for your immediate dismissal and termination of this Agreement. You understand that Au Pair Link has the right under this Agreement to immediately remove you from the employment of your Host Family and terminate this Agreement if we have reasonable cause to believe that you are engaged in any illegal or inappropriate behaviour. "Reasonable cause to believe" can include, but is not limited to, a verbal or written statement from your Host Family concerning alleged illegal or inappropriate behaviour. Furthermore, you agree to make no claim against us and that we are not liable for any actions taken by us as stipulated in this clause regardless of the eventual outcome concerning any allegations made against you.

1.24. 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 Family, including the taking or possession of any illegal substances. If we suspect any illegal activity being conducted by you we have the right to:

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

You also understand that if you suspect your Host Family to be involved in any illegal activity you must immediately report this to us. As such you may be required to make a written statement concerning the event or alleged illegal activity.

1.25. No smoking policy.

Au Pair Link has a strict no smoking policy. As an Au Pair smoking cigarettes or cigars could result in your immediate dismissal and termination of this Agreement.

1.26. Defamation and confidentiality.

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 accept liability for any breach of confidentiality.

You will also ensure that you keep personal Host Family information, including photos of children, confidential. Making inappropriate comments about your Host Family either verbally or in writing (through social network, 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 including, but not limited to, our Flights, Visa and Insurance package and our Orientation programme. You understand that our partner agencies may charge you a fee as part of your application process to become an Au Pair. Partner fees are not set by us and are at the sole discretion of our partners.

2.2. Your wage.

The minimum net, or after tax, weekly wage paid to you by your Host Family is:

- a) The Au Pair 123 programme wage, paid directly by your Host Family to you, is \$180.00 per week for 30 hours of work per week, \$190.00 per week for 35 hours of work per week, \$200.00 per week for 40 hours of work per week or \$220.00 per week for 45 hours of work per week.
- b) The Au Pair Whiz programme wage, paid directly by your Host Family to you, is \$260.00 per week for 30 hours of work per week, \$280.00 per week for 35 hours of work per week, \$300.00 per week for 40 hours of work per week or \$320.00 per week for 45 hours of work per week.
- c) The Au Pair Assist programme wage, paid directly by your Host Family to you, is \$60.00 per week for 10 hours of work per week, \$90.00 per week for 15 hours of work per week or \$120.00 per week for 20 hours of work per week.
- d) The Au Pair Mate programme wage, paid directly by your Host Family to you, is \$120.00 per week for 20 hours of work per week, \$150.00 per week for 30 hours of work per week, \$160.00 per week for 35 hours of work per week, \$180.00 per week for 40 hours of work per week or \$200.00 per week for 45 hours of work per week.

All figures are in New Zealand Dollars (NZD). As part of your package and additional to your wage you will also receive your room, board and meals free of charge. 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 Family. We will not be held liable for any expenses or costs that are incurred by you.

If your Host Family is enrolled in our payroll service (PayLink) you will be paid directly by Au Pair Link. However, you will remain the employee of your Host Family. You must notify Au Pair Link of all leave and sick days that you take. Likewise, if your Host Family is enrolled in 20 Hours ECE (a New Zealand Government subsidy) part of your wage will be paid by us. You will be notified of this by Au Pair Link and your total wage paid will remain the same.

2.3. Completion Bonus.

You are entitled to a Completion Bonus in recognition of a successful Placement Term with your Host Family and as a contribution toward your return flight home. You must agree on the length of the Placement Term prior to matching with a Host Family (e.g. 6, 9 or 12 months). The Completion Bonus is \$20 NZD net per week and is prorated over the length of the Placement Term. For example, for a 12 month Placement Term the net Completion Bonus is \$1,040.00 NZD (\$20 x 52 weeks). The Completion Bonus is paid at the end of the Placement Term by the Host

Family to the Au Pair. You must complete your full Placement Term to receive your Completion Bonus. You will not be paid this bonus should you fail to complete your full Placement Term with your Host Family or if you breach this Agreement. You must complete all individual child attendance sheets and fully participate in our programme, as per clause 1.13 of this Agreement, to receive your Completion Bonus. You will not receive your Completion Bonus if your employment is terminated (or you have received notice that your employment will be terminated) due to misconduct or serious misconduct.

2.4. 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 you Host Family you are solely responsible for any and all debts that you may incur such as personal telephone calls.

2.5. No liability accepted by us.

We do not accept any liability to you as a result of our actions taken under and in accordance with this Agreement. This includes possible removal from a Host Family for abuse, inappropriate behaviour, illegal activity or any other such breach of this Agreement, or for any other reason whatsoever in our sole and absolute discretion. We do not accept liability for any loss of income, inconvenience or stress caused as a result of our actions taken in accordance with this Agreement. You release us from any and all claims affiliated with your placement as an Au Pair as well as any damages, losses or claims resulting from participation in our programme.

2.6. Cancellation charges.

If you exit our programme during the initial term of this Agreement and no longer require our services or wish to remain in the employment of your Host Family you understand that you may be liable to pay us cancellation charges. Cancellation charges will be invoiced to you at our sole discretion and are calculated as follows:

- a) \$300 if you cancel this Agreement once your flights are booked or your visa has been issued, as well as any other applicable airline or insurance cancellation fee (please note insurance is non refundable);
- b) \$1000 if you cancel this Agreement within the first half of your Placement Term; or
- c) \$700 if you cancel this Agreement after the first half of your Placement Term.

3. GENERAL

3.1. Our programmes.

We offer four distinct programmes that you can be enrolled in, Au Pair 123, Au Pair Whiz, Au Pair Assist and Au Pair Mate:

- a) The Au Pair 123 programme is a quality and educational programme, approved by the New Zealand Ministry of Education, for Au Pairs caring for children between the ages of 0 to 5.
- b) The Au Pair Whiz programme is our professional, qualified Au Pair programme. An Au Pair Whiz has 2 years minimum childcare experience or a related degree.
- c) The Au Pair Assist programme is our short term, part-time mother's help programme designed for Au Pairs caring for children less than 5 years of age. Not sole charge childcare.
- d) The Au Pair Mate programme is designed for Au Pairs caring for children over the age of 5 (e.g. school aged children). Typical Au Pair mate duties include; babysitting, dropping off and picking up from school, homework help and afterschool activities.

All our programmes are for a minimum 6 month Placement Term period, except our Au Pair Assist programme (which has a maximum 4 month Placement Term). We also provide a mandatory orientation programme for all Au Pairs upon their arrival in New Zealand. We will determine which programme that you will be enrolled in at our sole discretion.

3.2. Ending services.

We may cease providing all or part of any Service if:

- a) 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; or
- b) equipment or property used to provide the Service becomes obsolete or beyond a reasonable period of economic use or support.

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

3.3. Terminating this Agreement.

If you wish to exit our programme you must terminate this Agreement in writing and provide us with at least 1 month's notice. If you terminate this Agreement during the Placement Term you may be liable to pay us cancellation charges as per clause 2.6 of this Agreement. We may terminate this Agreement with you with immediate effect if you have breached any terms or conditions as set out in this Agreement. In all other instances, to terminate this Agreement we must provide you with at least 1 month's written notice.

3.4. Contact with our Host Families.

We may provide you with multiple Host Family 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 families presented to you by us unless we give you prior written permission.

3.5. Expected timeframes.

We cannot guarantee your placement or re-match with a family within a certain timeframe. External factors (such as available flights, visa

approval etc) prohibited us from being able to guarantee a specific date or timeframe in which you may depart for New Zealand. As such, you agree that we will not be held liable for any inconvenience or loss of income arising from a delayed matching, re-matching or placement process. You acknowledge that any expected timeframe for placement given by us is indicative only and not binding.

3.6. Damages, accidents and insurance.

We are not liable for any damages or accidents caused by you during your Placement Term. Furthermore, you will agree to:

- a) pay for any damages to your Host Families' car if you are responsible for (at fault in) an accident. You understand that you are only required to pay for the insurance excess and that if your Host Family has failed to add you to their insurance plan that it is their responsibility to pay for any damages; and
- b) we are not responsible for any losses, accidents or any other incidents that may occur whilst you are in the employment of your Host Family. You understand that you are solely responsible for any debts that you may incur during your Placement Term and stay in New Zealand.

3.7. Confidentiality.

Both Parties must always keep Confidential Information 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.

3.8. Customer information.

During your relationship with us as an Au Pair, we may collect information about you. We may:

- a) hold the information and share it with our employees, Related Companies, suppliers and contractors 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) use the information to provide you with marketing material including monthly newsletters and information concerning new services provide by us or our related companies, unless you have requested us not to do this;
- c) share information with law enforcement agencies if we reasonably consider that unlawful activity is taking place;
- d) use any information about you for statistical purposes, so long as you are not identified.

You are entitled to access and/or correct the information we hold about you in accordance with the Privacy Act 1993.

3.9. 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.

3.10. Governing law.

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

3.11. 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.

3.12. 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.

3.13. 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. DEFINITIONS AND INTERPRETATION

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

"Au Pair", "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 Limited.

"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.

"Cluster" means a group of our Au Pairs in close proximity to your location in New Zealand.

"Completion Bonus" means the amount paid to you by your Host Family upon completion of the Placement Term.

"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.

"Host Family" means any family that we present to you as part of the placement process including the family that you become employed in as an Au Pair.

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

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

"Placement Term" means the period in which you are employed as an Au Pair in a Host Family. The maximum Placement Term is 12 months. This term is measured from the time you arrive in New Zealand (including orientation if applicable). You must agree on the length of the Placement Term prior to matching with a Host Family (e.g. 6, 9 or 12 months).

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