

Au Pair-Host Family Contract
(2013 Edition)

This Au Pair-Host Family Contract, hereinafter referred to as “the Contract”, is concluded between the following Parties:

1. _____, Filipino citizen, born on _____,
(Name of Au Pair, Family Name, First Name) *(Day, Month, Year)*,
hereinafter referred to as “the au pair”,

and
2. The family providing free board and lodging to the au pair, represented by family member _____, born on _____,
(Family Name, First Name) *(Day, Month, Year)*

residing at _____,
to be reached at telephone number _____, with _____ members
(number)

of family, consisting of _____ adults and _____ children with ages (_____),
(number) *(number)* *(ages)*

hereinafter referred to as “the host family”.

This Contract was facilitated by Sponsor Au Pair Agency _____, with business address at _____ and telephone number _____.

Considering that:

The Parties have exchanged information during the past period. The au pair has stated that he/she wishes to become acquainted with Dutch society and culture during a period of one year, and to realize this by staying with a Dutch host family as an au pair. The family has declared that it will provide facilities to the au pair, in return for which the au pair will carry out light domestic work to assist the host family, in accordance with the regulations and guidelines of both the Government of the Kingdom of the Netherlands and the Government of the Republic of the Philippines.

The au pair and the host family therefore agree as follows:

Article 1 - Weekly Schedule

In exchange for board, lodging, and pocket money, the au pair may not work more than eight (8) hours a day, with a maximum of thirty (30) hours a week. The au pair is entitled to at least two twenty-four hours' periods of free time, and, in addition to this, to two evenings of free time a week. The au pair may only be asked to perform light domestic work. Examples are cleaning up the nursery, doing the laundry of the children's clothes, preparing light meals, babysitting, and doing some shopping now and then. The Parties undertake to comply with these stipulations. For this purpose, the Parties have filled in the table in Article 2 (weekly schedule and alternative), in mutual consultation.

Article 2 - Alternative

The au pair will function as an equal member of the family. This means that the au pair is not allowed to perform any work for which he or she is indispensable. The host family promises that the au pair will not be solely responsible for any light domestic work or otherwise, or for the care of the children, and that (if the au pair is absent) there will always be an alternative help or babysitter present or this alternative help or babysitter will be arranged. The host family will state in the table below (weekly schedule and alternative) which family member will function or may function as the alternative for the au pair.

Weekly Schedule and Alternative					
Day	Activities	Light Domestic work (Enter the number of hours)	Taking care of children (Enter the number of hours)	Free time (Tick the day/s that apply to the au pair)	Stand-in (Enter the name of the family member who will act as a stand-in)
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					

**a detailed weekly schedule can be found in the appendix*

Note:

- The host family will be primary responsible for the child(ren)**
- The host family - has / has not - a separate cleaning lady**
- The host family will be primary responsible for house hold chores**

Article 3 - Cultural Exchange

The au pair program is aimed at cultural exchange. This means that the au pair is to participate in a number of leisure activities. These activities may include attending a course; learning a language; joining the host family on their outings; and participating in an organized trip (whether or not with other au pairs).

The au pair and the host family undertake to comply at least with the following activities:

- 1.
- 2
- 3.

Article 4 - Pocket Money

The au pair is entitled to receive a remuneration for the work performed in the family by the au pair. This remuneration will be made in the form of pocket money and will not be paid as wages, because the au pair is not permitted to perform work within the meaning of the Netherlands' Labour Act for Foreign Nationals. Under this contract, the host family undertakes to pay the au pair an amount of €_____ a month.

Article 5—Travel Costs

The host family shall shoulder the following travel costs of the au pair: fees for the notarization/legalization of this contract, cost of visa, registration fee for the Country Familiarization Seminar (CFS) conducted by the Commission on Filipinos Overseas, and roundtrip airfare.

Article 6: Insurance and Repatriation

The host family shall cover all costs of insurance for the au pair, which includes health care.

In the event of death of the au pair during the term of his/her contract, the repatriation of his/her remains and transport of his/her personal belongings and all costs attendant thereto shall be shouldered by the host family. The host family may secure repatriation insurance for this purpose.

In case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the au pair's next of kin.

In the event that the au pair becomes ill or injured to the extent that he/she can no longer fulfil his/her contract and after proper medical assistance have been provided him/her, the cost of his/her repatriation to the Philippines and all costs attendant thereto shall be at the expense of the host family. The host family may secure repatriation insurance for this purpose.

Article 7 - Validity

This contract enters into force upon its signature by both Parties and will continue to be valid until the date that the period of validity of the residence permit of the au pair expires.

Article 8: Termination/Resignation

The contract may be terminated by either Party with at least one month's notice. The period of notice is reckoned from the date on which the other Party receives notice. Notice of termination must be in writing. The Host Family cannot dismiss the au pair except on reasonable grounds. If the au pair so requests, the Host Family shall state the grounds for termination in writing. The au pair is not required to provide grounds for termination.

Either Party may terminate the contract with immediate effect if the other Party is in serious breach of the contractual obligations, or is otherwise in material breach of this contract.

Article 9: Reporting at the Philippine Embassy in The Hague

Upon arrival in the Netherlands, the au pair shall register himself/herself at the Philippine Embassy in The Hague with address at Laan Copes van Cattenburch 125, 2585 EZ, The Hague. The telephone number of the Embassy is +31-70-360-4820.

Article 10 – Dutch Au Pair Information Line

The au pair has the possibility to report any complaints about his or her stay in the Netherlands at the Au Pair Information Line. Depending on the type of complaint, it will

be passed on to the police or the labour inspection or to both institutions. The Information Line is not available for reports about physical and/or psychological abuse. The host family also has the possibility to contact the Information Line.

For the time being, the Information Line has been incorporated with the Immigration and Naturalisation Service (IND) of the Dutch Government. The telephone number of the Information Line is: +31 (0)70 779 48 88.

Article 11 - Disputes

This Agreement is subject to Dutch law. Any dispute about the interpretation of this Agreement will be settled by the competent court in the Netherlands.

Signature and name of Au Pair

Signature and name of the member
of the Host Family

City/Town and date

City/Town and date

Passport Number
(copy attached)

National ID Number/Passport Number
(copy of ID/Passport attached)

Sponsoring Au Pair agency and
license number

Signature of the authorized
representative of the agency

City/Town and date