



CHERISH CHILDCARE LIMITED “the Agency”  
TERMS OF BUSINESS – Au Pairs and Au pairs Plus

These terms and conditions are deemed to be accepted by the client on completion of the family application form.

1. The Agency introduces personnel to meet family and domestic requirements. At no time does the agency act as an Employer. The purpose of the Agency is to introduce a suitable Au Pair (“the Au Pair”) to its clients (“the Client”).
2. The fees shall be payable by the Client in advance of placement or within ten days of the invoice. A 4% surcharge will be raised for each calendar month until the debt is paid.
3. The Agency is not responsible for the cost of the Au Pair’s travel costs to the Client. This is the responsibility of the Au Pair.
4. Should the Au Pair be required by the Client to leave with due cause within eight weeks of the date of placement, or if the Au Pair shall leave without due cause within such a period, the Agency can either (i) provide a replacement within a reasonable period of time or (ii) make a refund in accordance with the refund policy attached hereto, provided that the Agency’s liability (if any) under this clause shall only apply if the Client has made the payment referred to in clause 2, within the stated period and that the Client gives written notification to the Agency of termination of the placement within seven days.
5. The Agency will not be responsible for any delay in the Au Pair commencing the placement. In the event of the Au Pair failing to take up the placement, the Agency will endeavour to find a suitable replacement within two months, failing which the fee will be repaid in full.
6. In the event that the Client cancels this agreement with good cause less than one month prior to the Au Pair taking up the placement, the Client will be entitled to receive a maximum of 50% of the fee paid less such costs and expenses as the Agency may have incurred, and may incur in trying to find an alternative placement for the Au Pair.
7. Work permits and other permits, medical examinations and other formalities shall be the responsibility of the Client. The Client as the employer is responsible for obtaining any work permits. The Agency will obtain from the Au Pair a pre-employment medical certificate.
8. Whilst the Agency uses reputable partners and takes reasonable care to assess the Au Pair it gives no warranty as to the accuracy of the Au Pair’s details, or character or suitability for the placement and the Client should satisfy itself as to these points.
9. The Agency will not be responsible for the acts, attitudes or omissions of the Au Pair or for any loss, damage, personal injury or other loss howsoever arising.

10. If the Au Pair is introduced by the Client to a third party resulting in the placement of the Au Pair either within 14 weeks of the commencement of the placement or within eight weeks of its termination, whichever is later, the Client will pay the Agency the equivalent of the full fee payable.
11. Should the Client wish to extend the period of an Au Pair's placement or to engage the Au Pair's services on a permanent basis, it undertakes to contact the Agency direct, prior to any such offer being made or discussed with the Au Pair. In such circumstances, the Agency will offer the Client the option of either paying a further fee or agreeing to extend the Au Pair's placement to an agreed date.
12. Any Client who engages an Au Pair introduced by the Agency having previously declined the Au Pair's services within 14 weeks from the start of the placement or eight weeks from the end whichever is the later will be liable for the full fee. The Client will inform the Agency immediately of any such engagement.
13. It is the responsibility of the Client to verify and satisfy themselves that the Au Pair is able to drive to their required standard. The Client is also responsible for ensuring at its own expense that the Au Pair is covered by a certificate of insurance as required by law for any journeys carried out. No warranty is given as to the standard or suitability of the Au Pair's driving skills.
14. The validity, construction and performance of this Agreement shall be governed by English law.