



IMPORTANT By submitting your registration form/ filling out our online “confirming your registration” form, you confirm that you accept our Terms and Conditions – this is a legally binding agreement.

TERMS & CONDITIONS v2008-04-11

These Terms & Conditions represent a legally binding contract between the Host Family (“the Client”) and Au Pairs by Pebbles (“the Agency”). The Au Pair is referred to as she, but applicants can be male or female. The parties hereto agree that this contract shall be governed by the law of the French Republic and to submit to the jurisdiction of the courts of France.

The Agency acts as an intermediary only and is not the employer. The Client must ensure they are 100% sure of the suitability of the Au Pair prior to hiring them – the Agency is not responsible if the Au Pair proves to be unsuitable. The choice of Au Pair remains the Client’s decision. By submitting the application form, the Client accepts these terms and conditions, whether or not they sign the form and/or the conditions. All fees stated are subject to change without notice at any time. Fees are subject to French VAT.

All information provided to the Client is confidential. Any Client passing information supplied by the Agency to a third party will be liable to pay the full “**paiement standard**” fee for any engagement that may result from the passing on of that information.

CHOOSING YOUR AU PAIR

The Agency will manage the interviewing and selection process on the Client’s behalf. The Agency will contact appropriate candidates to discuss the Client’s vacancy and email them the Client’s application form so the Au Pair can study it before confirming their interest in the position. The Agency will then provide the Client with a candidate’s completed application form and where possible a photo and arrange for the Client to speak to the chosen Au Pair by telephone. It is the Client’s responsibility to ask all appropriate questions during the interview and to carry out any supplementary checks such as verifying details, documentation and references personally prior to confirming the placement should they feel it necessary.

On confirmation of the placement, the Agency will obtain the original of the police check, a medical certificate, a photocopy of the Au Pair’s ID and where appropriate a copy of the Au Pair’s driving licence. References will be obtained, and approved where and as thoroughly as reasonably possible. Occasionally due to time constraints it may be necessary for the Agency to complete the reference with the referee by telephone. Copies of all details of the dossier can be passed to the Client on request. Should the Agency not be in possession of any of these items, it will notify the family prior to the Au Pair’s arrival.

The Client agrees to inform the Agency of the confirmed start date to ensure that all checks are carried out before the placement starts. If the start date is brought forward without notifying the Agency, the latter are not responsible if the Au Pair consequently starts their placement prior to having their dossier checked.

Whilst the Agency will take all reasonable care to ensure the suitability of the candidate, it is the Client’s responsibility to satisfy him or herself before offering the position - **the final decision to accept the candidate remains with the Client** – who is, in the Agency’s opinion, best placed to judge the suitability of an Au Pair for their family & situation.

The Agency does not offer any warranty as to the suitability, honesty, character or capability of the. The Agency accepts no liability of any kind for any inconvenience, loss of or damage to property, or any loss or personal injury or death howsoever arising directly or indirectly from any act or omission of any applicant introduced by the Agency even if such an act or omission is negligent or fraudulent or reveals dishonesty.

The fees charged by the Agency are purely introduction fees and it is up to the Client and the Au Pair to make the arrangement work through good communication. The Agency cannot guarantee that any Au Pair will complete the full duration of their stay and cannot be blamed when an arrangement breaks down as there are too many factors outside the Agency’s control.

Where a Au Pair is required to drive, the Agency will submit details of candidates with a valid licence for France, but the Agency is unable to guarantee the standard of the applicant’s driving. The Client commits to giving the Au Pair sufficient practice and providing professional lessons as required enabling them to adapt to driving in France. The Client should consult with the instructor prior to allowing the Au Pair to drive their car. The Au Pair must be fully insured for any accidents or legal liabilities which may arise from their driving the host family’s vehicle. The Client must make it clear to their insurers that the Au Pair is performing such a role and is foreign. The Au Pair is not liable to the Client for damage caused in an accident/incident when driving at the request of or with permission of the Client.



<<PAIEMENT STANDARD>> CONDITIONS

Registration fee: The Agency will start the search for an Au Pair on receipt of the Client's application form and registration fee. This is non-refundable.

One-off placement fee: This is due as soon as the Au Pair has accepted the position – not at the Au Pair's arrival. There is no limit on duration and no fee will be due if the Au Pair extends their stay.

Replacement policy: During the first calendar month the Client is entitled to a free replacement. Thereafter, a €100 fee will be charged. This applies to a replacement available until the original finish date and no more than 3 months thereafter. If the replacement is available for over 3 months beyond the original finish date, this will be considered as a new contract and the full placement fee will apply. Exceptions may be made at the Agency's discretion. If the Au Pair completes 9 months, the replacement will be treated as a new contract.

Terms of Payment: The placement fee must be paid within 7 days of receiving emailed confirmation of your placement – and NOT at the Au Pair's arrival. Failure to do pay on time will result in a surcharge, a delay in engaging the Au Pair or in the placement of the chosen Au Pair with another family. If the fee remains unpaid on the date of the Au Pair's arrival a 25% surcharge on any unpaid placement fee will be payable on the unpaid fee. Thereafter a 3% surcharge will be applied to the cumulative amount (fee + surcharge) on a weekly basis until the invoice has been settled in full. The Client will also forfeit their right to a replacement or refund.

Cancellation: What happens if the contract is cancelled by either party prior to the placement starting once confirmation has been given?

Should the Client cancel the contract prior to the start date for whatever reason once the placement has been confirmed and the Au Pair has accepted the position, the Client will be forfeit the registration fee to cover work already carried out by the Agency. If the Au Pair has already made their travel arrangements, the Client agrees to reimburse the Au Pair in full for any costs incurred.

Should the Au Pair cancel the contract prior to arrival for whatever reason the Agency will endeavour to arrange a replacement and propose an alternative suitable candidate¹ within 2 weeks. If the Agency cannot propose an alternative suitable candidate¹ within that period, **the Client will be refunded in full.** ⁽³⁾

Replacement and Refund Conditions: The Client must notify the Agency immediately of the termination of the engagement. Should the Agency be unable to propose an alternative suitable candidate¹ within 2 weeks of receiving notification from the Client, who is able to start within 4 weeks of receiving notification, the Agency may offer a refund as follows :

Refunds are based on a sliding scale

- Agreed within 7 days of the Au Pair's arrival → 60% refund of the placement fee.
- Agreed within 14 days of the Au Pair's arrival → 40% refund of the placement fee.
- Agreed within 21 days of the Au Pair's arrival → 20% refund of the placement fee.

No refund OR replacement will be offered if, in the Agency's judgement, there has been any serious misconduct or breach of contract² on the part of the family

Should the Client require a replacement and reject a proposal made by the Agency of an alternative suitable candidate¹ and/or make alternative arrangements via another source, no refund will be given. Neither will a refund be given if the Client no longer wishes to hire an Au Pair, regardless of the reason.

Refunds can only be made to Clients having paid before the start of the placement & where the Agency has received written notification within 48 hours stating that the employment has been terminated.

Should a placement terminate after 21 days, the Agency is not obliged to offer a refund or free replacement. No refunds will be made on replacement Au Pairs.



<<PAIEMENT FORFAITAIRE>> CONDITIONS

Registration fee: The Agency will start the search for an Au Pair on receipt of the Client's application form and registration fee. This is non-refundable.

Monthly Payments: The Client pays a monthly fee by standing order for the duration of the placement. The first payment will be invoiced on a pro rata basis and is due with the placement fee. The second payment should be made on the 1st of the month following the arrival of the Au Pair in France and thereafter at the same date throughout the duration of the placement. Any price increase will only apply if a new Au Pair is hired.

Monthly Payments Terms of Payment: The Client must make arrangements with their bank for the monthly payments to be made by standing order from the Au Pair's arrival date. Failure to make a payment at any point during the placement will result in liability for immediate payment of the total sum due for the remaining months of the contract as per the originally planned end date. This is payable within 14 days of the missed payment and a 3% surcharge will be applied to the cumulative amount (fee + surcharge) on a weekly basis until the invoice has been settled in full.

Obligation to notify the Agency in case of Termination: The Client must notify the Agency immediately of the termination of the engagement. Should the Client not inform the Agency that the current Au Pair will be leaving prematurely and cancel the monthly payments prior to their planned departure date, the fee for the remaining months will be due in total and payable within 14 days. A 3% surcharge will be applied to the cumulative amount (outstanding fee + interest) on a weekly basis until the invoice has been settled in full.

Free Replacement at any time: The Client is entitled to a free replacement at any point in the placement.

Replacement and Refund Conditions: The Client must notify the Agency immediately of the termination of the engagement. The Agency will endeavour to arrange for an alternative suitable candidate¹ to start within 2 weeks of receiving notification from the Client. If the replacement cannot start by the end of this 2 week period, the Agency will refund the family on a pro rata basis for any complete days without an Au Pair between the end of the 2 week period and the replacement's start date. This refund will be made by direct bank transfer or cheque within 30 days of the start date of the next Au Pair.

Should the Agency be unable to propose a suitable replacement, the Agency will refund the family on a pro rata basis for any complete days without an Au Pair from the end of the 2 week notification period to the end of the month in progress. No refund will ever be given for days without an Au pair during the 2 weeks following notification, even if either the Au Pair or the Client fails to respect the 2 week notice period.

Should the Client require a replacement and reject a proposal made by the Agency of an alternative suitable candidate¹ and/or make alternative arrangements via another source, no refund will be given. Neither will a refund be given if the Client no longer wishes to hire an Au Pair, regardless of the reason.

No refund OR replacement will be offered if, in the Agency's judgement, there has been any serious misconduct or breach of contract² on the part of the family. Refunds can only be made to Clients having paid the placement fee before the start of the placement & who are up to date with their monthly payments.

Cancellation by either party prior to the Start Date: What happens if the contract is cancelled by either party prior to the placement starting once confirmation has been given?

Should the Client cancel the contract for whatever reason once the placement has been confirmed and the Au Pair has agreed to join the Family, the family will forfeit the registration fee to cover work already carried out by the Agency. If the Au Pair has already made their travel arrangements, the Family agrees to reimburse the Au Pair in full.

Should the Au Pair cancel the contract prior to arrival for whatever reason the Agency will endeavour to arrange a replacement and propose an alternative suitable candidate¹ within 2 weeks. If the Agency cannot propose an alternative suitable candidate¹ within that period, **the Client will be refunded in full.** ⁽³⁾



CONDITIONS OF TERMINATION

In case of problems, contact the Agency immediately: The Agency is available to discuss any issues in total confidence Monday to Friday, from 9.30-5. If unavailable, your call will be returned within 72 hours. Emails are checked regularly, often outside office hours. The Client must contact the Agency prior to giving notice to the Au Pair in order to explore any possible means of reconciliation.

Should the Au Pair decide to terminate the contract with the Host Family, she should give 2 weeks written notice*. During this period, the Au Pair agrees to continue carrying out their daily tasks.

Should a Client decide to terminate the contract with their existing Au Pair, they must give 2 weeks written notice and inform the Agency immediately. During this 2-week notice period*, the family agrees to continue providing board & lodging & paying pocket money. If the Client wishes the Au Pair to leave their home sooner, they may instead offer to pay for the Au Pair's return travel home or offer to pay for reasonable local accommodation for the remainder of the notice period so the Au Pair can look for another family or job. Whilst the Agency hopes that in such circumstances the Au Pair would accept one of these offers, and the Agency would encourage them to do so, they are not obliged to do so.

In the event of Serious Misconduct by either party, the other party may terminate the engagement with immediate effect. Serious misconduct may require the involvement of the police. In the event of such misconduct on the part of the Au Pair, the Client will provide adequate accommodation for 48 hours from the date of termination. Neither the Client nor the Agency is responsible for paying for or arranging the Au Pair's travel home. The Agency will not look for another family for the Au Pair. In the event of such misconduct on the part of the Client, the Au Pair may terminate the contract immediately whereupon the Client must offer to pay for the Au Pair's return travel home or offer to pay for reasonable local accommodation for 2 weeks following the Au Pair's termination of the contract so the Au Pair can look for another family or job if she so wishes.

DATA PROTECTION

This Data Protection/Privacy Policy relates to information supplied by the Client to the Agency via the website, email, telephone & post. The Client retains the right to modify any details held concerning them by emailing info@pebbles.fr. All information supplied to Au Pairs by Pebbles is held in accordance with the Data Protection law "Informatique et Libertés N°78-17 du 6 Janvier 1978". Any personal information provided by the Client to the Agency will be used solely for the purpose of providing the services or literature requested.

This information is not gathered by the Agency without the users' knowledge, active permission and participation. The Agency respects the privacy of users visiting the site and the Client's details and will not be revealed by the Agency to any third party without permission, unless under a legal obligation.

By sending the completed application form, the Client agrees that the Agency can forward the Application form to any prospective candidate having completed the Au Pair application form.

On confirmation of and regularly throughout the placement, a contact list of Au Pairs (including the family's home telephone number & town) will be emailed to all Pebbles Au Pairs. If the Client objects to their contact details appearing on this list, they must inform the Agency on confirmation of the placement.

The Client agrees that the Agency can add a few key details regarding the vacancy to the Pebbles website (location, age/gender of children, work conditions) – no name or contact details will appear other than the first 3 letters of the Client's first and second names.



NOTES & EXCEPTIONS

(1) Definition of a Suitable Candidate:

A suitable candidate for the Au Pair program is an EU citizen, aged 18-27, single and without dependents or a non-EU candidate with a relevant visa. A suitable candidate is considered to be an applicant who respects specific criteria as per the Client's original request. The preferences that will be taken into account are: Minimum Age, driver/non-driver, smoker/non-smoker, special diet/religion, swimmer, able to cook, relevant experience & able to live with pets.

(2) Definition of Serious Misconduct or Breach of Contract by the Client: The Agency, which retains sole discretion to decide such matters, considers Serious Misconduct or Breach of Contract to include:-

Late or non-payment of pocket money; failure to give 2 full days off a week; treating the Au Pair as a an employee/hired help and not a member of the family (e.g. not allowing the Au Pair to eat with the family); failure to provide sufficient and satisfactory food; demanding excessive housework (more than 15 hours per week); the Au Pair is subject to sexual harassment, physical or verbal abuse from a member of the family or visitors to the house; expecting the Au Pair to do ALL the cleaning/housework with no member of the family participating; not allowing the Au Pair to attend language lessons due to lack of transport/hours of work (not applicable for Parent's Helps); failure to provide accommodation of a sufficient standard (own heated room in good condition, free of the Client's possessions, adult bed, sufficient storage, access to a desk to study); the level of hygiene/ tidiness in the family or overall condition of the house is considered to be unsatisfactory; failure to support the Au Pair when subjected to verbal or physical abuse by the children or to defiance of the Au Pair's reasonable requests; a hostile home environment; failure to respect any or all of the work conditions as laid out in the Client's original application.

This list is not exhaustive and the Agency reserves the right to make a decision in each individual case as to whether or not the Au Pair has been subjected to unreasonable conditions and therefore whether or not the Client will be entitled to a replacement or a partial refund. A replacement Au Pair may also be refused where important information which has affected the placement has been withheld or concealed by the host family or where the Client has outstanding payments. The Agency may also refuse to place where, in its opinion, there is little or no chance that a replacement Au Pair will be a success and that the next Au Pair will leave early. The Agency also refuses the right to continue with a Client when any other aspect, in the Agency's judgement, precludes this. In all such cases the right to a replacement / refund is lost.

The Agency reserves the right to not disclose the reasons either for an Au Pair's departure and / or for the Agency deciding not to provide a replacement, while the Au Pair is still living in the Client's house and to use its discretion in any situation involving an issue not covered in this document.

(3) Exceptions/exclusions: No refund is due if an Au Pair ends their stay/cancels the placement prior to arrival due to an Act of God; act of war; terrorism; any natural disaster; epidemic/pandemic or a in any case of force majeure.

(4) Obligatory formalities to be carried out by the Client

It is the Host family's obligation to register their Au Pair with all the relevant authorities and to pay the social charges due to URSSAF. Pebbles can advise the Client on how to do this but is not responsible for carrying out the necessary paperwork. Please note it is an offence to not declare an Au Pair in France.

Please note that this document should serve solely as a guide to non-French speakers. It is an approximate translation of our French Terms and Conditions – "Conditions Générales de Vente". Should a difference be noted between the two versions, the French version will take priority.