

# TERMS & CONDITIONS FOR HOST FAMILY



*Please read these terms and conditions carefully before you register with SunnyNanny AU-PAIR AGENCY Ltd as a HOST FAMILY. Completion of the "HOST FAMILY APPLICATION" form means instant acceptance of the "TERMS & CONDITIONS FOR HOST FAMILY". The Terms and Conditions can be modified and come into force immediately. The Terms and Conditions for HOST FAMILY are the terms under which SunnyNanny offers to the HOST FAMILY the use of the SunnyNanny intermediary services. By registering with SunnyNanny the HOST FAMILY agrees to abide by these Terms and Conditions. If the HOST FAMILY does not agree to abide by these Terms and Conditions, then the HOST FAMILY must refrain from using the SunnyNanny services.*

*This document was last updated in April 2014.*

## 1. Definitions

In these Terms and Conditions the following terms will be applied in the following meaning, unless explicitly stated otherwise or the context proves otherwise:

- 1.1. The words "SunnyNanny" or "Agency" refers to SunnyNanny AU-PAIR AGENCY Ltd.
- 1.2. The words "AU-PAIR CONTRACT" refers to an agreement between an AU-PAIR and a Host Family representative.
- 1.3. The words "HOST FAMILY" refers to a family that has at least one child under the age of 16 and invites an AU-PAIR from a foreign country for a defined period of time to join in family life. Single parents also qualify as host families if their children live with them on a permanent basis.
- 1.4. The word "AU-PAIR" refers to any person that registers with SunnyNanny as an AU-PAIR via application form titled "AU-PAIR CYPRUS APPLICATION"; and signs the "AU-PAIR CONTRACT" with the Host Family representative. The AU-PAIR lives with the Host Family just as a regular family member and participates in family activities.
- 1.5. The word "Database" refers to a database with data regarding the AU-PAIR and the Host Family including their profiles.
- 1.6. The words "Your Data" refers to all data that you provide to SunnyNanny and includes amongst others your personal data.

## 2. Your Data

- 2.1. If you register with SunnyNanny, you will ensure that Your Data is complete, accurate and up to date. You agree to notify the Agency of any change in circumstances or change in your requirements.
- 2.2. Your Data will be used to find a matching AU-PAIR.

- 2.3. SunnyNanny respects everyone's privacy and will process Your Data in accordance with the applicable privacy legislation, whereby Your Data will in principle not be made available to third parties. Read more about this in our [Privacy Policy](#).
- 2.4. SunnyNanny will release information to third parties when we believe this is appropriate to comply with the law, police or fraud investigations, to protect the rights of SunnyNanny, our IP, our users or others.

### 3. Intellectual Property Rights

- 3.1. The (intellectual property) rights related to SunnyNanny, including without limitation the rights to the website, logo, texts, images, design, information including the Database, photographs and other (still and/or moving) illustrations, sound material, formats, software, trademarks (including domain names) and other materials, are vested in SunnyNanny, its licensors and/or advertisers.
- 3.2. It is not allowed to make available to third parties, to copy or to modify the website or parts of the website, in any way, other than by downloading and reviewing it on one sole computer and/or the printing of one hardcopy.
- 3.3. The HOST FAMILY understands that its application and contents cannot be returned to them at any time.

### 4. Contact

SunnyNanny is registered at the Registrar of Companies under REG-number HE330054, it resides in Limassol and has its registered office in Limassol. You are requested to send all correspondence to SunnyNanny to the following e-mail address: [info@sunnynanny.com](mailto:info@sunnynanny.com).

### 5. Choosing an AU-PAIR

- 5.1. The HOST FAMILY applies for an au-pair via online application form called "HOST FAMILY APPLICATION" and specifies their requirements for an AU-PAIR.
- 5.2. The HOST FAMILY is interviewed in the home of the HOST FAMILY by the Regional Agent representing the Agency. The availability of a suitable separate/private room for an au-pair is also checked.
- 5.3. When the HOST FAMILY confirms participation in the AU-PAIR CYPRUS PROGRAM they will be asked to pay the first instalment of the application fee amounting to 640 €.
- 5.4. After the Application fee is paid, the Agency will search for a matching AU/PAIR and send details of matching AU-PAIR(s) to the HOST FAMILY. The agency will obtain a police check from the AU-PAIRS' country of residence, a medical certificate, childcare and character references, results of personality tests and stress tests, photocopies of the AU-PAIRS' ID and where appropriate the AU-PAIRS' driving license. Copies of all details of the dossier can be passed to the HOST FAMILY on request.
- 5.5. The HOST FAMILY will select the AU-PAIR they are interested in and the Agency will arrange an interview with a selected AU-PAIR. The HOST FAMILY must review the details sent by the agency and ask any relevant questions during the interview. If the HOST FAMILY doesn't like the selected AU-PAIR, the process is repeated until the HOST FAMILY is fully satisfied with the result.

- 5.6. The HOST FAMILY must ensure they are 100% sure of the suitability of the AU-PAIR prior to inviting them to join their family. The Agency will take all reasonable care to ensure the suitability of the candidate, however the final decision to accept the AU-PAIR remains with the HOST FAMILY – who is best placed to judge the suitability of an AU-PAIR.
- 5.7. The non-refundable Program fee amounting to 1597 € is payable upon acceptance of the AU-PAIR by the Host Family.
- 5.8. The HOST FAMILY is obliged to prepare and equip a separate/private room for the AU-PAIR prior to AU-PAIR's arrival.
- 5.9. Two weeks prior to the arrival of the AU-PAIR the HOST FAMILY pays the Intermediary fee amounting to 500 €.
- 5.10. The Agency does not offer any warranty as to the suitability, honesty, character or capability of the AU-PAIR.
- 5.11. 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.
- 5.12. The Agency will submit details of AU-PAIR with a valid driving licence (if available) and commits to giving the AU-PAIR the sufficient practice and providing professional lessons as required enabling them to adapt to driving on the left, but is unable to guarantee the standard of the AU-PAIRS's driving.
- 5.13. The HOST FAMILY must make it clear to their insurers that the AU-PAIR is driving their car and is foreigner. The AU-PAIR is not liable to the HOST FAMILY for damage caused in an accident/incident when driving at the request of or with permission of the HOST FAMILY. The AU-PAIR cannot be asked to pay for any damage caused to the car or to cover the excess. This must not be deducted from their pocket money either.

## 6. AU-PAIRs General Obligations/Requirements

- 6.1. The AU-PAIR is the citizen of one of the EU member countries.
- 6.2. The AU-PAIR has the minimum age of 18 years and maximum age of 35 years.
- 6.3. The AU-PAIR certifies that s(he) have successfully completed the secondary school education.
- 6.4. The AU-PAIR declares that s(he) has never been charged with or convicted of a criminal offence.
- 6.5. If the AU-PAIR signs the AU-PAIR CONTRACT, then the AU-PAIR is responsible to up hold their commitment to the Host Family and to SunnyNanny.
- 6.6. The AU-PAIR will abide by all appropriate regulations and instructions of the Republic of Cyprus and obey all applicable laws.

## 7. AU-PAIRs Duties

- 7.1. A participant of the AU-PAIR CYPRUS Program, will provide the Host Family with childcare and housework up to 5 days per week and not more than 8 hours per day, for a period not shorter than 12 months.
- 7.2. A participant of the AU-PAIR CYPRUS Program, will provide the Host Family with one night and not more than 5 hours of babysitting per week.
- 7.3. The Au Pair is expected apart from childcare also to help with a degree of household chores which could include some of the following:
  - 7.3.1. Vacuum cleaning
  - 7.3.2. Dusting
  - 7.3.3. Putting the washing on
  - 7.3.4. Drying laundry
  - 7.3.5. Folding & putting laundry away
  - 7.3.6. Loading/Unloading the dishwasher
  - 7.3.7. Washing the dishes
  - 7.3.8. Helping to keep the house clean & tidy, including sweeping & mopping floors
  - 7.3.9. Tidying children's rooms and communal areas of house
  - 7.3.10. Preparing light meals for the children
  - 7.3.11. Cooking
  - 7.3.12. Small grocery shopping
  - 7.3.13. Ironing
  - 7.3.14. Emptying bins
- 7.4. AU-PAIR is expected to take care of family pets, if both parties agree on it in an AU-PAIR CONTRACT.
- 7.5. The AU-PAIR will be flexible when it comes to schedule of working hours.
- 7.6. The AU-PAIR will show a professional attitude and is aware that they bear a responsibility towards the children that they take care of.
- 7.7. The AU-PAIR will take good care of the children that (s)he is taking care of and will treat them in a spontaneous and loving manner.
- 7.8. The AU-PAIR is the primary caregiver of the Host Family's children; under NO circumstances are they to leave the children alone.
- 7.9. The AU-PAIR will not move any child/ren from the residence/accommodation location unless the Host Family authorizes the AU-PAIR to do so.
- 7.10. SunnyNanny requires all our AU-PAIRs to be reliable, courteous, and enthusiastic and to use their initiative at all times.
- 7.11. AU-PAIR agrees never to perform their duties under the influence of drugs or alcohol.
- 7.12. The AU-PAIR will not smoke in the house of the Host Family, unless (s)he gets the permission to do so by the Host Family representative.
- 7.13. The AU-PAIR will live up to the AU-PAIR CONTRACT made with the Host Family.
- 7.14. The AU-PAIR will, in case of emergency, always contact the Host Family representative.

- 7.15. The AU-PAIR will keep the house of her placement clean and will never invite other people to come and visit on that address without asking.
- 7.16. While living with the Host Family the AU-PAIR will be responsible for all personal debts such as telephone calls, language courses and others unless with the HOST FAMILY differently.
- 7.17. The AU-PAIR must always respect Host Family's privacy.
- 7.18. The Host Family's private telephone is not to be used except under emergency situations.
- 7.19. SunnyNanny AU-PAIRs are strictly prohibited to make any private agreements with Host Families registered with SunnyNanny. Should this be discovered, fees for lost earnings will apply to both AU-PAIR and the Host Family and the agreement with the AU-PAIR will be terminated!
- 7.20. All AU-PAIRs are to dress professionally during their working hours.

## 8. HOST FAMILY Commitment

The HOST FAMILY commits to respecting the following obligations:

- 8.1. Welcome the AU-PAIR as a member of the family.
- 8.2. Pick the AU-PAIR up at the airport upon her arrival and transport her to the airport prior to her departure.
- 8.3. Give the AU-PAIR training, support and guidance as to how to carry out their duties well.
- 8.4. Help the AU-PAIR manage the children and support them when the children don't listen to them.
- 8.5. Provide full board and lodging 24/7.
- 8.6. To only ask the AU-PAIR to carry out light housework – they must not be the only person doing housework in the household.
- 8.7. Pay the candidate on a monthly basis on the last day every month without the candidate having to remind them.
- 8.8. Always pay the minimum required pocket money amounting to 360 €, even if the HOST FAMILY has not needed the AU-PAIR to carry out as many hours as usual – they need a minimum amount of pocket money to live off.
- 8.9. Provide adequate accommodation – bedroom for sole use of the AU-PAIR, heated, with fan in good condition with a door that closes properly. They must provide a bed and storage for the AU-PAIR's clothes and belongings. The HOST FAMILY agrees to not enter the room without the AU-PAIR's permission.
- 8.10. Allow the AU-PAIR time to attend all Quarterly Regional Meetings for AU-PAIRs CYPRUS organized by the Agency.
- 8.11. Allow the AU-PAIR time to attend language lessons during the week.

- 8.12. Give the AU-PAIR 2 full days off per week.
- 8.13. Give the AU-PAIR one week's paid holiday every 6 months, while the AU-PAIR is entitled to take her holiday not sooner than after 4 full months of the placement.
- 8.14. Give 2 weeks' notice in case of termination and continue to pay the AU-PAIR normal during this period.
- 8.15. Take such actions as it considers necessary regarding AU-PAIR's health and safety during the time on the program, including securing medical treatment.

## 9. Replacement Policy

- 9.1. The HOST FAMILY is entitled to one free replacement if the AU-PAIR :
  - 9.1.1. Cancels the placement prior to arrival.
  - 9.1.2. Fails to arrive in Cyprus without prior notice.
  - 9.1.3. Proves unsuitable during the guarantee period of first 3 months of her placement. Any replacement due to unsuitability of an AU-PAIR requested outside the guarantee period will be subject to a new introduction fee.
  - 9.1.4. Gives notice to leave during her placement period.
- 9.2. The HOST FAMILY forfeits their right to a free replacement if :
  - 9.2.1. The Intermediary fee was paid late or remains unpaid.
  - 9.2.2. They have not respected the host family commitment.
- 9.3. The HOST FAMILY should notify the Agency in writing explaining the situation. The Agency will then propose an alternative suitable replacement candidate within 4 weeks of receiving the HOST FAMILY's notification (3 weeks if the AU-PAIR fails to arrive without prior notice). The Agency will aim to find a replacement as fast as possible and this is usually arranged within 2 weeks.
- 9.4. Definition of a Suitable Replacement Candidate:
  - 9.4.1. A suitable replacement candidate for the Au Pair program is an EU citizen, aged 18-35, single and without dependents. A suitable candidate is considered to be an applicant who respects specific criteria as per the original request of the HOST FAMILY. The preferences that will be taken into account are: Minimum Age, driver/non-driver, smoker/non-smoker, relevant experience and ability to live with pets.

## 10. Terms of Payment and Refund Policy

- 10.1. The amount of pocket money proposed by the Agency is purely introductory and it is up to the HOST FAMILY and the AU-PAIR to make the arrangement work through good communication. However the minimum amount of 360 € per month must be respected. 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.
- 10.2. Registration is free of charge.

- 1.1. The Application fee amounts to 640 € and is refundable – the full amount is given back to HOST FAMILY, if the Agency doesn't manage to find an AU-PAIR. The Agency will start the search for an AU-PAIR on receipt of the Application fee.
- 1.2. The Program fee amounts to 1597 € and is due as soon as the AU-PAIR and the HOST FAMILY has agreed on the placement. The usual duration of the placement is 12 months, shall the HOST FAMILY require longer duration of placement , the Program fee increases up to 1850 €.
- 1.3. The Program fee covers:
  - 1.3.1. AU-PAIR CYPRUS Program counseling
  - 1.3.2. AU-PAIR's placement
  - 1.3.3. Return flight ticket
  - 1.3.4. Assistance of the Regional Agent during the AU-PAIR's placement
  - 1.3.5. AU-PAIR's background check-up (citizenship, nationality, age, experience, personality and stress test, clean criminal record, family background, education, diplomas and certificates, languages, driving skills, health condition, references).
  - 1.3.6. Driving lessons of an AU-PAIR
  - 1.3.7. First Aid Certificate of an AU-PAIR
  - 1.3.8. Country Registration Certificate of an AU-PAIR
  - 1.3.9. Costs of possible replacement
- 1.4. The Intermediary fee amounts to 500 € and is due two weeks week prior to arrival of the AU-PAIR.
- 1.5. If the HOST FAMILY wants to pay the whole amount at once, the price is discounted for 5% down to 2600 € and due only after the AU-PAIR and the HOST FAMILY has agreed on the placement.
- 1.6. Failure to 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 HOST FAMILY. If the fees remains unpaid on 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 HOST FAMILY will also forfeit their right to a replacement.
- 1.7. In the unlikely event that the Agency is unable to provide the HOST FAMILY with a suitable AU-PAIR as per the replacement policy, a partial refund may be given at the agency's discretion. The partial refund will not be given if the HOST FAMILY :
  - 1.7.1.1. Rejects the proposal of a suitable AU-PAIR as per the replacement policy.
  - 1.7.1.2. Makes alternative arrangements via another source and doesn't require a replacement.
  - 1.7.1.3. Changes their original criteria and the Agency is consequently unable to find a replacement.
  - 1.7.1.4. No longer wishes to hire an AU-PAIR, regardless of the reason.
  - 1.7.1.5. Should the HOST FAMILY cancel the placement prior to the start date for whatever reason.
  - 1.7.1.6. Has, in the Agency's judgement, not respected their obligations resulting in serious misconduct or breach of contract.

## 11. HOST FAMILY Acknowledges

- 11.1. SunnyNanny reserves the right to terminate the agreement; if the HOST FAMILY doesn't meet the obligations mentioned in paragraph 8. or fails to pay all fees on time as mentioned in paragraph 10., doesn't meet minimum requirements, doesn't respect the Terms and Conditions.
- 11.2. SunnyNanny operates as an introduction and intermediary Agency between the Host Family and the AU-PAIR – SunnyNanny does not employ the AU-PAIRs.
- 11.3. The HOST FAMILY IS obliged to keep their application up to date and information factual and contact SunnyNanny in case of changes.
- 11.4. SunnyNanny will conduct an interview with all AU-PAIRs.
- 11.5. SunnyNanny will verify credentials checks.
- 11.6. The AU-PAIR is responsible for filing his/her own tax declarations and pays her social insurance in her home country.
- 11.7. The AU-PAIR is allowed to have an extra income working as a babysitter for SunnyNanny, if the Host Family agrees to it.
- 11.8. The HOST FAMILY understands the support system provided by SunnyNanny, and assigned Regional Agent. The HOST FAMILY will maintain contact with the Regional Agent and will provide feedback on the placement, if requested.

## 12. Conditions of Termination

- 12.1. Both the AU-PAIR and HOST FAMILY must respect a 2 week notice period should they wish to terminate the contract between them. Both parties should contact the Agency prior to giving notice to the AU-PAIR in order to explore any possible means of reconciliation.
- 12.2. During this period, both parties agree to respect their obligations - the AU-PAIR should carry out their daily tasks and the HOST FAMILY must provide board and lodging and continue to pay pocket money to the AU-PAIR. If the HOST FAMILY wishes the AU-PAIR to leave their home sooner, they may either offer to pay for the AU-PAIR's return travel home or 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.
- 12.3. 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 HOST FAMILY will provide adequate accommodation for 48 hours from the date of termination. Neither the HOST FAMILY 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 HOST FAMILY, the AU-PAIR may terminate the contract immediately whereupon the HOST FAMILY must 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

## 13. Liability

- 13.1. By registering with SunnyNanny AU-PAIR AGENCY Ltd the HOST FAMILY expressly authorize SunnyNanny to collect information about them and to provide the requested information to the AU-PAIR. The HOST FAMILY expressly waives any rights to bring any legal action against SunnyNanny as a result of Sunny Nanny's provision of such information.
- 13.2. SunnyNanny acts as an agent for the AU-PAIR not as an employer of the AU-PAIR. Therefore the Agency accepts no liability or responsibility for accident, injury, loss, damage or misconduct sustained by AU-PAIR, Host Family members or any other persons. The HOST FAMILY agrees to exclude the Agency should any mishap occur. The AU-PAIR is responsible for his/her own behavior and will reimburse any costs for sustained damages.
- 13.3. SunnyNanny website does contain links to third party advertisements and links to third party sites. Access to any other Internet site linked to SunnyNanny website, is at the own risk of the HOST FAMILY. SunnyNanny accepts no responsibility for the accuracy or reliability of any information, opinions, or statements made in any third party advertisements or on any third party sites.

## 14. Confidentiality

- 14.1. All communication between both parties (Agency & HOST FAMILY) shall remain confidential.
- 14.2. Any correspondence, communication either verbally, written or via email is confidential and the HOST FAMILY agrees not to disclose to third parties.

## 15. Warranties

- 15.1. No warranty is given for suitability, honesty, capability and character of the members of the Host Family.
- 15.2. SunnyNanny makes no warranties or representations as to the quality, accuracy or completeness of the content on the website.
- 15.3. While SunnyNanny uses reasonable endeavors to ensure that the site is available 24 hours a day, SunnyNanny does not make any representations or warranties that your access will be uninterrupted or error free. Access to the site may be suspended temporarily without notice in the case of system failure, webhosting errors, maintenance or repair or any reason beyond our control.

## 16. Disputes

- 16.1. SunnyNanny prefers to resolve any disputes via mediation. Firstly contact your Regional Office.
- 16.2. If the Regional Office fails to effectively respond or resolve the AU-PAIR's complaint – please contact Head office providing full details via email address: [info@sunnynanny.com](mailto:info@sunnynanny.com).

## 17. Governing Law

- 17.1. The Terms and Conditions shall be governed in accordance with the law of the Republic of Cyprus and users hereby submit to the non-exclusive jurisdiction of the Courts of that state.