

DISCLAIMER: Before you use this contract template, please read this page carefully.

Based on the UK's Contract Law, this contract is a legally binding promise by one party (Aupair) to fulfil an obligation to another party (Host Family) in return for consideration.

Both parties, by their signatures, are legally bound by the terms and conditions of this contract.

Aupair Match UK and Elcorp Ltd cannot be held responsible for any breach of contract by either party.

Aupair Match UK recommends that Aupairs take additional steps to minimise any risks to themselves by buying Aupair Insurance.

Aupair Match UK also recommends that Host Families request for references and DBS (criminal record) checks to reduce risks to themselves.

In the event of disagreements between parties, could you please first contact Aupair Match UK (aupairmatchuk@elcorp.net) as the first step towards conflict resolution.

AUPAIR AGREEMENT

relating to an au pair placement subject to the [UK Government's Guidance on Au Pairs](#)

This agreement relating to an au pair placement is concluded between:

- (Mr) or (Ms)

..... (name) –

Place of residence

.....
.....

hereinafter referred to as "**the host**" and

.....

(name) hereinafter referred to as "**the au pair**"



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This document was prepared for Aupair Match UK

- born on ¹.....-
 at.....-
 nationality
 - place of residence ²

I. GENERAL CONDITIONS

The au pair shall be received by the host family for a period of months under the conditions laid down hereinafter. During this period, the au pair shall be given the opportunity to improve her/his education, in particular with regard to the (course name), and to increase her/his general cultural development.

The agreement shall take effect fromto.....

(The Period of the Agreement).

The Period of the Agreement shall be permitted to be extended upon the mutual agreement in writing of the host family and the au pair. Such extension of the Period of the Agreement shall be conditional upon the au pair being legally permitted to live and work in the UK.

II. DUTIES OF THE HOST

II. 1. The host undertakes to receive the au pair into the family and to let her/him share the daily family life; in this connection, he makes the following declaration of which the au pair takes note :

- that the family consists of including adults
 boys, aged of
 girls, aged of
- that the family lives in a house/a flat (*delete whichever does not apply*) consisting of rooms includingbathroom(s), situated



from a shopping centre, (*distance*) from an educational institution where
..... course is available and taking place.

- Occupation of the host

.....

- Occupation of the host's spouse

.....

- The host employs the following domestic staff in the home:

.....
.....

- The language normally spoken in the household is

.....

II. 2. The host shall not charge the au pair to be resident in the home and all food and meals in the home shall be provided by the host to the au pair free of charge during the Period of the Agreement. The au pair shall ordinarily be expected to have their main meals with the host family and to socialise with the host family during any leisure time they may have unless mutually agreed otherwise between the parties.

The host shall provide for the au pair a separate suitable room/a suitable room shared with..... (*delete whichever does not apply*) during the Period of the Agreement.

II. 3. In addition, the host shall pay the au pair pocket money amounting toweekly.

II. 4. The au pair's hours of duty shall be organised in such a way as ,to allow her/him to attend courses, and to improve her/his general cultural development and knowledge of the language.

II. 5. The au pair shall have..... free day(s) per week and shall have full opportunity to take part in religious worship .



II. 6. In the event of the au pair's falling ill, the host shall continue to provide board and lodging and shall give all appropriate care until such time as necessary arrangements have been made.

II.7. Any reasonable expenses incurred by the au pair in the fulfilment of the duties shall be covered by the host family.

III. DUTIES OF THE AU PAIR

III. 1. During the Period of the Agreement the au pair shall primarily be expected to look after and care for the child (ren) of the host and to aid with some light housework. A description of the duties is as follows: *(specify the services the au pair will be required to perform)*

-
-
-
-
-
-
-

("the Duties")

The Duties shall be flexible and may change from time to time as is necessary to fulfil reasonable child care needs of the Host Family.

The Au Pair shall be required to undertake the Duties for a maximum of _____ hours per week.

These hours shall be flexible and subject to change as is necessary for the family life and activities of both host and aupair.

III. 2. The au pair agrees to comply with any formality necessary on her/his part to enable the host to fulfil her/his obligations under paragraph II 6 of this agreement.



III. 3. The Au Pair must have health insurance in place for the duration of the time they are resident in the UK during the Period of the Agreement. The Au Pair must have paid the Immigration Health Surcharge so that they can access the services of the NHS while they are resident in the UK during the Period of the Agreement.

III. 4. At no time shall the Au Pair be considered the primary caregiver of the child and neither shall they be considered primarily responsible for the running of or cleaning of the Home.

III.5. The au pair shall not ordinarily be expected to undertake intensive or heavy housework such as, but not limited to, cleaning the entire house, running the household, cooking meals, or doing laundry for the entire household, which is unrelated to caring for the child. However they accept that there may be limited periods of time where this is required of them, as an exception to the rule, during the Period of the Agreement.

IV. TERMINATION

IV. 1. This agreement may be terminated by either party with notice.

IV.2. In the event of serious misconduct by one of the parties, the other party may immediately terminate the agreement. Either of the parties may also terminate the agreement with immediate effect if serious circumstances make such instant termination necessary. The following is a non-exhaustive list of examples of serious misconduct:

- a. fraud, theft or any dishonest act;
- b. any significant act of insubordination or refusal to carry out reasonable requests while performing the Duties;
- c. any attempted or fulfilled act of violence, abusive or threatening behaviour towards people or property;
- d. being inebriated, drunken, disorderly or in a state of non-sobriety when caring for and looking after the child (ren) of the host; or
- e. any irresponsible act or behaviour carried out by the au pair which would reasonably put the child in danger or could result in their injury.



The following is a non-exhaustive list of examples of serious circumstances which allows instant termination:

- a. The death or grave sickness of a loved one
- b. The death or grave sickness of the au pair or member of the host family

V. MISCELLANEOUS PROVISIONS

V.1. At all times during the Period of the Agreement both parties must conduct themselves in a manner which is respectable and honourable. They shall refrain from being rude or unkind to one another.

V.2. The au pair warrants that they have lawfully obtained the necessary visa to give them the right to live and work in the UK for the duration of the Period of the Agreement. Should the au pair have their right to live and/or work in the UK removed at any point during the Period of the Agreement, the Host Family shall be able to terminate this agreement with immediate effect.

V.3. The au pair warrants that they have a clean criminal record and that they have told the Host Family the truth about this. The au pair undertakes to tell the host as soon as possible if they are charged, arrested, questioned under caution or served with a Summons, Complaint or notice of intention of prosecution for criminal matters. Where the au pair is convicted of a criminal offence of any kind whatsoever, regardless of if the crime is committed within or outside of working hours during the Period of the Agreement, the host shall have the right to terminate this Agreement immediately.

V.4. This Agreement shall not constitute or imply any relationship of employer and employee, partnership, joint venture, fiduciary relationship, tenant and landlord or other relationship between the au pair and the host other than the relationship of being an au pair to the host.

V.5. Where any accepted and recognised body of authority finds any clause, provision, undertaking, condition, obligation, term or any other stipulation within this Agreement to be unlawful or unenforceable to any such extent, such clause, provision, undertaking, condition,



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obligation, term or any other stipulation within this Agreement shall be severed from the remainder of the Agreement and all other remaining clauses, provisions, undertakings, conditions, obligations, terms and all and any other stipulations shall remain in effect and valid to their fullest extent as permitted by the law.

V.6. The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales to which the Au Pair and the Host Family submit.

V. 7. The parties also agree on the following:

.....
.....
.....

This agreement has been drawn up in three copies:

- one to be retained by the host,
- one to be retained by the au pair,
- one to be deposited with Aupair Match UK

Signature of the au pairDate

Signature of the hostDate

