



GENERAL TERMS AND CONDITIONS HBN

These General Terms and Conditions apply to Huisje Boompje Nanny Au Pair Services (to be referred to as HBN), the host family and the au pair, the 'client' of HBN.

Definitions:

Au pair:

A foreigner aged 18 to 31 years old, unmarried, without the duty to care for children in his/her country of origin and in the possession of a clean criminal record. The au pair candidate has been screened according to the HBN requirements and conditions.

Host family:

A family consisting of a minimum of 2 members and possessing adequate and consistent means of income in accordance with the current law. The host family has been screened according to the HBN requirements and conditions.

HBN:

Huisje Boompje Nanny Au Pair services, in this general terms referred to as HBN, is the au pair agency with which the host family has agreed to cooperate with.

Au pair program:

The host family invites the au pair to come to the Netherlands, consistent with the criteria as set out in the Dutch au pair Regulation.

IND:

Immigration and Naturalisation Service (www.ind.nl);

Law: the Aliens Act, Aliens, en other relevant legislation.

Standards and criteria au pair program of HBN:

- a. An au pair joins a host family as part of a cultural exchange program. In exchange for, amongst others, full board and lodging, pocket money and some secondary benefits, the au pair participates in the "day to day" activities of the host family. The activities which the au pair can take part in are limited to light household chores (see list light household chores as set in a separate list) and/or care for children, without being made fully responsible for these tasks.
- b. The host family is not dependent on the au pair and has at all times – when desired– an

alternative available for those activities/chores that are expected of the au pair.

c. The host family has the duty to take care of the au pair and needs to look after her well-being. Dutch au pair regulations have to be adhered.

d. The host family will, in deliberation with the au pair, draw up an activity/chore schedule, prior to the au pair's arrival with the host family.

e. The au pair will carry out the expected activities/chores (including a maximum of 3 nights of babysitting) during a maximum of 30 hours a week, spread out over a maximum of 5 days per week and a maximum of 8 hours per day. Agreeing to more than 30 hours a week is not allowed.

f. The au pair is entitled to 2 full days off per week, once a month; this must be a full weekend from Friday evening 8 PM until Sunday evening 12 PM.

g. The au pair is not allowed to perform duties outside of the host family.

h. The au pair's pocket money amounts to a minimum of € 300,00 per month and a maximum of € 340,00 per month. The maximum amount of pocket money has been determined by the Ministry of Finance.

i. The host family sees to it that the au pair has a minimum of a private room in their home. This heated room has at least 1 window that can be opened; furthermore the room contains a bed, a table or desk and a chair, a TV and/or radio, amongst others. An au pair is not allowed to live or be housed at any other address than that of the host family. In such cases, the au pair will lose his/her au pair status and will become a working alien as described under the "The Alien's Employment Act".

j. The host family offers the au pair bathing facilities.

k. The au pair joins the host family for a consecutive period of a maximum of 12 months, after which the au pair should return to his/her country of origin.

l. During the au pair's period of residence with the host family, he/she will always act in accordance with the house rules of the family and these house rules will (where possible) apply to all members of the family without distinguishing between the au pair and host family. The house rules will be made known to the au pair prior to his/her arrival in the Netherlands.

m. The au pair is entitled to 2 weeks of paid leave per 12 months, or a pro rata portion for a shorter period of stay. The au pair should



discuss any agreements with regard to paid leave, well in advance with the host family.

n. The au pair should have the opportunity to take a course. In accordance with the family, the course will be paid by the host family to a maximum of € 300,00 per year

o. The host family is required for procuring the proper insurance for the au pair, which should cover a minimum of normal medical expenses, liability and repatriation. The insurance should start at least on the day of arrival of the au pair. In case of illness, the host family is obliged to pay the au pair the pocket money for a period of 14 days and should give her the opportunity to go to a doctor. During the whole period of illness, the host family is responsible for the au pair and should give her board and lodging.

p. Agreements between the au pair and the host family are registered in the au pair-host family agreement as supplied by HBN.

q. The au pair-host family agreement has a minimum notice period of 4 weeks. Only in case of gross misconduct and/or after permission has been granted by HBN, can the parties deviate from this term.

r. HBN will see to it that the host family and au pair have organized all matters adequately (in writing) prior to the arrival of the au pair in the Netherlands.

s. The host family has an unconditional information obligation towards HBN, and will inform HBN in writing in any case within one week if there has been a relevant amendment. Relevant amendments, in any case, mean: structural changes in the activity scheme of the au pair, changes in the composition of the host family, changes in the income of the host family and changes concerning residence or the status of residence of the au pair (i.e. moving or departure of the au pair).

t. Also in case of normal departure of the au pair at the end of her/his au pair year, will the host family immediately inform HBN about the au pair's departure from the Netherlands and, if necessary, submit evidence from which it's seen that the au pair actually has left the Netherlands. When the au pair has plans to stay in the Netherlands or Europe (studies, another au pair year or partner), this need to be reported in writing to HBN and documents, as the evidence of the new applications, must be discussed.

q. HBN can claim the host family a penalty/fine if caused by the fact that the host family has not informed HBN on the above-mentioned relevant, structural amendments in time.

NOTE I:

The au pair program has been established based on different factors and criteria; if any of these factors or criteria from the program are violated in any form, there will no longer be a host family-au pair relationship and the au pair will be considered a working alien according to "The Alien's Employment Act" (WAV). In such a case, the host family must obtain a work permit from the correct authorities, and, at least, the minimum legal hourly wages as well as social premiums and employment and other taxes, must be paid.

NOTE II:

The au pair program is based on different legal criteria. Rules and regulations as established in the Aliens Act as well as the immigration rules of the IND are inextricably bound up with the rules and regulations as established by HBN and apply to the service of HBN and to the relationship between HBN, the host family and the au pair.

NOTE III:

An au pair is not a singular replacement for childcare; an au pair participates in the daily activities of the host family so as to become acquainted with a different lifestyle and culture. Participating in ALL daily activities of the host family by the au pair is essential for the au pair program.

Basis for service by HBN:

1. By entering into cooperation with HBN, the host family agrees to all present rules, regulations and terms and conditions, without any exception whatsoever.
2. The host family must register with HBN according to the criteria as stipulated by HBN. Apart from an application form, a "dear au pair letter" and photos of the host family, an agreement must also be signed by the host family. In this agreement the host family declares that they will adhere to the criteria of the au pair program and these general terms and conditions. Furthermore, the host family should be able to provide adequate proof of identification, as well as at least one reference.
3. Even though all the information as provided by the au pair is checked as far as possible/applicable, HBN is not liable in any fashion for the correctness and accuracy of the information and data as provided by the au pair.
4. The process of applying for a Visa and Residence Permit (TEV) is, without any exceptions, done by HBN as is set by the IND.
5. The host family is responsible for complete and in time delivery of all relevant documents



to HBN in order to perform the request for the visa and residence permit, as assessed by HBN.

6. The process of obtaining the eventual visa and residence permit and the complementary costs are at the expenses and risk of the host family.

7. The host family agrees to pay the fee for the visa/residence permit and any additional costs to HBN in advance by direct debit or invoice.

8. All information regarding the au pair and host family must be handled by HBN and its agent(s) abroad.

Mismatch/Replacement

9. HBN cannot guarantee the success of a match. The success of a match requires an investment of both parties.

10. A host family has the right to request a replacement au pair from HBN if the au pair does not adhere to the au pair program and/or there are problems between the host family and the au pair and/or if there is simply no "match" between the host family and the au pair. If such a situation occurs, the host family or the au pair should immediately contact and inform HBN. The different parties collectively will strive to find a solution and a 4-week notice period must be taken into account.

11. If the au pair opts to terminate the cooperation, a 4-week notice period must also be adhered to. In this case, HBN should also be notified in writing immediately. If replacement is not possible, the au pair will have to pay for his/her own return to his/her home and country of origin. Unless the Host Family has not adhered to the terms and conditions of the Au Pair program or the termination is due to a reproachable mistake of the host family. In such case costs of the return flight need to be paid by the host family.

12. In case of a so-called "mismatch", from au pair or host-family side, HBN will try to find replacements for both.

13. HBN cannot be held liable for a "mismatch". Leges/administration costs, ticket costs or any other costs (i.e courses) made by the host family are for the risk and responsibility of the host family.

a. HBN has a period of 4 weeks to find a new host family for the au pair.

b. In case of a mismatch that is reported to HBN within the first month after arrival of the au pair, HBN will charge 450 euro mediation costs to the host family for the equal period of the initial placement. Excluding Lege/administration fees, if applicable.

c. In case of a mismatch that is reported to HBN between second or third month after arrival of the au pair, HBN will give a discount of 40% on the mediation costs for a new assignment/placement.

d. In case of a mismatch that is reported to HBN in the fourth, fifth or sixth month after arrival of the au pair, HBN will give a discount of 25% on the mediation costs on a new search assignment/ placement.

e. In case of a mismatch in the seventh month, HBN will choose a suitable discount on the next search assignment/placement.

f. If HBN is unable to replace the au pair, the host family must pay for the au pair's return travels to his/her home and country of origin.

14. If the host family requests a replacement au pair because of premature termination of the agreement by a previous au pair, HBN is obliged to cooperate. HBN can deny the request if the premature termination of the agreement by the au pair is due to a reproachable mistake by the host family or if the host family has not adhered to the rules or conditions of the au pair program.

Re-Match

15. HBN has the right to replace an au pair with another family if the host family does not adhere to the criteria of the au pair program. In such a case, HBN is under no obligation to offer a replacement au pair to the host family and is entitled to discontinuing the cooperation unilaterally without any form of payment or compensation towards the host family.

16. The following conditions need to be taken as an extra service from HBN for au pairs who can be replaced for longer than 7 months after a re-match.

a. In case of a re-match, HBN can reclaim the ticket costs for the flight back to country of origin (Inc. rebook costs) from the new host family.

b. In case of a re-match when the au pair is already in the Netherlands, the new host family will pay ticket cost for the flight back to country of origin (Inc. rebook costs) to the old host family, next to the mediation and agency costs to HBN.

c. The new host family will pay HBN 350 euros agency costs for the visa service of the re-matched au pair.

Pre-Match

17. When the host family and the au pair made the match themselves and reported this before or during the intake interview with HBN, we will provide a discount of 15% on the mediation



fee. HBN, as a sponsor, must go through the whole procedure with both the au pair and the host family.

Cancellation

18. In case of cancellation by the host-family:

- a. In all cases, cancellation will be of effect after a signed letter with reasoning for cancellation.
- b. In case of cancellation, after the Intake interview at the residence of the host family or through Skype, before confirmation on the search, the family owes HBN intake costs and travel expenses, mentioned in the HBN mediation Costs sheet.
- c. In case of cancellation, after HBN has started the search for the right match, and before the match took place, the host family owes HBN total intake costs and travel expenses and 40 percent of the mediation fee listed on the HBN Fee & Costs sheet.
- d. In case of cancellation, after the match took place, and after the IND procedure is started, but before the au pair has arrived, the host family owes HBN total intake costs and travel expenses, leges/administration costs and 100 percent of the mediation costs.
- e. If the host family has not accepted an au pair within the term of 4 months after the HBN started the search for the right match, this will automatically be considered a cancellation. HBN is not obliged to refund any expenses made by the host family.
- f. If HBN has not presented an au pair within the term of 4 months after HBN started the search for the right match, this will automatically be considered a cancellation. The host family only owes the intake costs and travel expenses to HBN.

19. If the au pair leaves before the end of his/her agreement, HBN will draw up "an agreement of premature termination" and have the au pair sign it.

20. HBN will at all times retain its right to terminate cooperation with the host family without any further motivation. If such termination by HBN takes place, the host family will not be charged any additional costs.

Rights and Duties of HBN and the host family:

21. Once the client and HBN have come to an agreement leading to an assignment in writing, HBN will do its utmost to fulfil the assignment. HBN will keep the client informed as to any relevant developments pertaining to, or as a result of the assignment.

22. HBN sees to it that the au pair travels to the Netherlands in accordance with all legal requirements and conditions. This includes informing the au pair (if possible via the agent of HBN in the au pair's country of origin) regarding the criteria of the au pair program. HBN will also inform the au pair in this manner, regarding the necessary documents that are required for a legitimate stay in the Netherlands.

23. At HBN's initial request, the host family must be able to produce an insurance policy covering the au pair. This policy must commence at the latest on the au pair's first day of arrival in the Netherlands.

24. An au pair requiring a visa must be in possession of a return ticket (bus/airplane) in order to be able to return home at all times to his/her country of origin. Depending on the agreements made, the costs of such a ticket can be borne by the au pair, the host family or both parties. The above-mentioned ticket is valid for a maximum period of 365 days.

25. Within 3 (working) days upon arriving in the Netherlands, the au pair must be registered at the municipality in the host family's town of residence. The host family will inform HBN when registration has been finalized with the municipality.

26. Where necessary, the terms and conditions that are a result of the Aliens Act and immigration requirements of the IND, should apply.

27. HBN will keep in contact with the host family and au pair after arrival and will provide both parties with support in case of questions and/or problems.

28. Au pair and host family will both decide which (language) course he/she wishes to follow; the days and times of such a course will also be established in harmonious agreement with the au pair and host family.

29. The au pair has the right to participate in events organized by the HBN.

30. HBN has the right if necessary and there where given mandate by the host family, to log the information of the host family/client and the au pair into a central information system. The information obtained will be treated according to the Protection of Personal Information Act (WBP) and is governed by the terms and conditions established by the Board of Protection Personal Information (CBP).

31. IND and/or other government agencies can request from HBN to give them information from the host family and/or au pair if the government deems it is necessary for the proper implementation of the public tasks.



Where necessary, the host family and/or au pair gives permission to HBN to provide requested data.

32. HBN is an agency that offers its services based on advice and mediation between host families and au pairs. As such, any liability as a result of non-agreement of the au pair and/or the host family, either towards each other or HBN, is specifically excluded.

33. HBN cannot be held liable for the failure of an au pair to arrive on time. Any costs as a result of such a delay or cancellation will be fully the responsibility and risk of the host family.

34. Any and all liability of HBN regarding any (financial) or other damage towards the host family as a result of the actions or stay of the au pair with the host family is specifically excluded.

35. The host family is at all times responsible for the au pair's return to the country of origin and any possible costs for eviction when the au pair has been found illegal in The Netherlands after due time.

Fees and complementary conditions:

36. The costs for mediation/ (re) placement as charged by the HBN are one-off. The current fees of the HBN are attached to these terms and conditions.

37. The rates overview of HBN will give insight into the cost of: registration; leges and administration; placement of the au pair; counselling; program cancellation by the client; extra services provided; a replacement au pair (where applicable) during the period of cooperation with the current au pair, as well as all other rates and fees that HBN wishes to make known.

38. After the first placement period of 12 month the host family has the right to a discount on a repetition assignment. Discounts are given provided that payments have been received within the set payment term and the new assignment must be successive to the former placement.

- 7% discount on the mediation costs with second assignment/ placement.

-10% discount on mediation costs with third assignment/ placement or more.

Generally no intake costs are charged for a successive assignment unless structural changes have made re-intake by HBN necessary.

The following conditions apply for payment of the fees as charged by HBN, as described on the rates overview of HBN;

39. The host family will transfer the mediation costs once. The payment needs to take place within ten workdays payment term.

HBN is authorized to request a direct debit from its clients.

40. If the host family fails to make a full payment of the invoice(s) provided by HBN or fails to make the payment in time, this could lead to a delay or cancellation of services and/or arrival date of the au pair. Extra costs as a result of such a delay or cancellation are fully the responsibility of the host family.

41. If the host family does not meet his/her payment requirements within the set time frame and HBN must send a reminder and/or final notice, the host family will be obliged to pay HBN an extra € 45 per incident.

42. If HBN is forced to forward an outstanding claim (including the costs of a reminder or final notice) to a third party, HBN is entitled to charge the host family a 1.5 percent late payment interest fee per month or portion of the month as well as a 15 percent collecting fees (with a € 75 minimum). Apart from these claim collecting fees, all other charges incurred as a result of late payment including any necessary legal fees, will be charged to the host family.

43. In such cases where HBN is forced to pass an outstanding claim on to a third party, HBN is authorized to report this in the central Credit Registration system.

44. All fees and rates as listed by HBN include value added tax (BTW) as required by law.

Governing Law and competent court:

45. If as a result of legislation or legal sentencing one or more provisions of these general terms and conditions is considered (partly) null and void, the remaining terms and provisions shall be unimpaired.

46. These terms and conditions and all the agreements with HBN are solely governed by Dutch Law.

47. All disputes which may arise between parties due to these general terms and conditions will be brought to the jurisdiction of the court of Noord Holland.

48. In case of a conflict between the wording of the Dutch general terms and conditions and the English translation of the general terms and conditions, the Dutch version is by all means leading.