



Blossom Au Pair Australia

Blossom Au Pair Australia

Au Pair Agency

admin@blossomaupairaustralia.com

+61 (0) 451 353 980

ABN 58511902546

Term & Conditions

This company is owned and operated by Blossom Au Pair Australia and is made available to you on the following terms and conditions. By using the site and the services you are deemed to accept these terms and conditions and any other terms and conditions which expressly apply to the services and information provided by Blossom Au Pair Australia.

If you do not wish to be bound by these terms & conditions, please do not register or use this website.

Our terms are in accordance to the International Au Pair Association (IAPA) Program Guidelines and in line with the International Code of Conduct.

The Au Pair in Australia Program is currently under review with the ATO, Fair Work and Immigration.

It is our intention to get official recognition for the au pair program as Cultural Exchange under an informal arrangement and therefore be excluded from employment responsibilities and newly introduced backpacker tax.

I/We understand that by applying to become a host family with Blossom Au Pair Australia, we accept these terms.

Our service to source and provide suitable candidates

Blossom Au Pair Australia carefully reviews each host family application and reserves the right to decline family applications. Reasons may include, but are not limited to, locations outside our support area, children's ages or special conditions, role includes responsibilities outside the program.

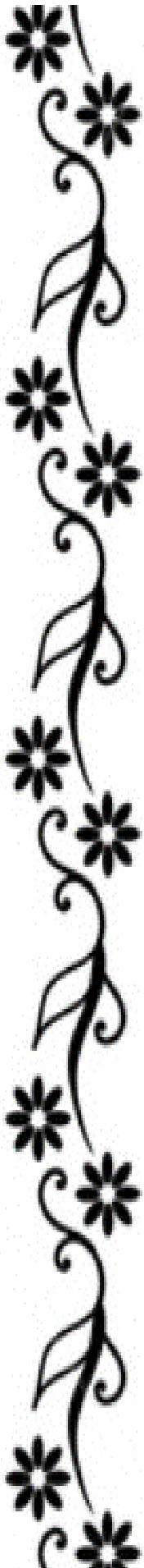
If Blossom Au Pair Australia's initial review is to consider the family application further, Blossom Au Pair Australia will conduct a consultation with a view to start the search. The search is activated with full payment, verification of family references, and consultation.

Blossom Au Pair Australia agrees to source and introduce au pair candidates for the host families consideration for any placements up to a 4 month duration with the host family and Blossom Au Pair Australia agrees to provide reasonable ongoing support for the duration of the placement. The host family confirms that all information supplied to Blossom Au Pair Australia is genuine and honest.

Blossom Au Pair Australia supplies details of selected candidate(s) to the host family and family information to the selected candidates.

If no relevant candidates are available at the time of registration, details of suitable candidates will be provided as soon as possible. The host family can interview some or all the candidates introduced.

Every effort is made by Blossom Au Pair Australia to ensure that candidates introduced are suitable for the Au Pair Program. It is the responsibility of the host family be satisfied as to the suitability of the candidate for their family.





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The Au Pair in Australia Program

The host family agrees to provide the au pair with:

- An opportunity to be treated as a member of the family and take part in daily family life as a 'big sister' (or brother)
- Free board and accommodation in a private, fully furnished room in a clean, safe and comfortable home.
- Weekly pocket money in compliance with International Au Pair Program
- Two free days per week, at least every alternate weekend off and public holidays free
- Guidance and support
- Transport to/from nearest arrival airport/ station or orientation to host family home

Au pair driving, vehicle use and insurance;

It is the responsibility of the host family to assess the driving ability of the au pair before granting permission to operate any vehicle belonging to the host family and to include the au pair as a driver on the vehicle/s insurance policy.

Legal relationship of the Au Pair to the Program

The Host Family understands and agrees that the Au Pair is not an employee/agent of Blossom Au Pair Australia or the Au Pair Program. In Australia, there is no generally applicable or acceptable legal definition of an au pair.

Regarding providing accommodation for your au pair, Blossom Au Pair Australia is guided by the standards of the Homestay Program. <http://www.agsi.org.au/homestay-standards/>

There is no intention to create a contractual or legal relationship between the Host Family and the Au Pair.

The Blossom Au Pair Australia Au Pair Invitation is signed to acknowledge that the au pair is not an employee; does not have and does not intend to have a contract with the Host Family or Blossom Au Pair Australia.

The Au Pair's motivations are to take part in an Au Pair Cultural Exchange Program to experience family life in Australia.

We recommend that you seek advice regarding your financial responsibilities, including Australian tax and Super requirements.

We strongly recommend that all host families contact their Home & Contents insurance to inform them that you have an au pair residing in your home.

Every au pair must apply for the appropriate Working With Children's check in the State where the Host Family is residing. The Host Family is required to verify the application of their au pair, prior to her being given childcare responsibilities. Any child-safety concerns must be reported to Blossom Au Pair Australia immediately.

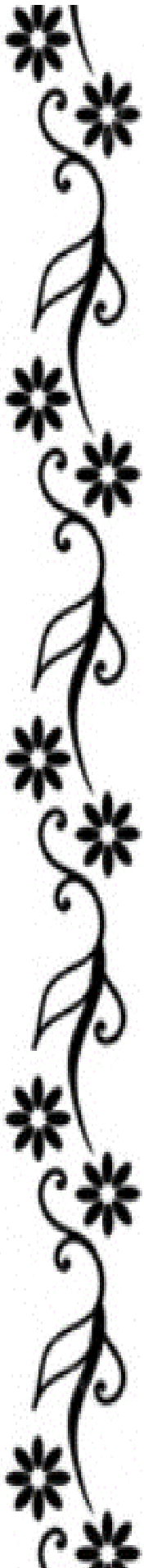
The placement fee is due prior to Blossom Au Pair Australia commencing on your match. A receipt will be automatically generated and set to your email when you pay via

www.blossomaupairsaustralia.com/families

Conflict resolution and replacement

The host family is required to notify Blossom Au Pair Australia in writing of any changes to their circumstances that may affect the au pair experience (e.g. new pets, smoking, family members or others moving in/out, marital status, contact details, employment)

There is no warranty as to the satisfaction or the compatibility of any candidate as an Au Pair for your Host Family. Blossom Au Pair Australia will make reasonable attempts to resolve





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difficulties, however, if Blossom Au Pair Australia determines that the placement cannot continue, we aim to facilitate a replacement.

The Host Family is required to give 2 weeks' notice in the event they decide to terminate the placement. During this rematch period the host family is required to provide free board and accommodation to the au pair.

Pocket money is not to be reduced without written approval from Blossom Au Pair Australia. Asking your au pair to leave without required notice will result in the host family forfeiting their replacement agreement.

Blossom Au Pair Australia cannot guarantee that a candidate is available for immediate replacement; due to seasonal shortages, a delayed start date may be encountered.

A replacement is offered according to the package you purchased.

If Blossom Au Pair Australia determines that the discontinuation of the placement is due to the Host Family's failure to abide by these terms, or the Program Guidelines or, if there is a material deviation from the role agreed with Blossom Au Pair Australia, a replacement becomes void.

Refund Policy

Refunds are only given in the event Blossom Au Pair Australia cannot provide a suitable candidate before the intended start date.

In the unlikely event that the au pair decides to cancel after initial acceptance, Blossom Au Pair Australia will find a replacement as per replacement guarantee.

Release of Claims Against Blossom Au Pair Australia and the Au Pair Program

The Host Family unconditionally releases Blossom Au Pair Australia from any claims for damage, injury, loss or expense of any sort incurred in connection with hosting an au pair. This release includes, but is not limited to, liability for any intentional or negligent acts or omissions by the au pair, agents acting on behalf of Blossom Au Pair Australia or members of the team at Blossom Au Pair Australia.

This application shall be governed by the law of the State of Western Australia and any disputes arising under this Application that cannot be settled amicably shall be brought before the courts sitting in the State of Western Australia.

I/We understand that this is a legally binding contract and that we have been advised to seek legal advice if we do not understand the terms. By agreeing to these terms, we acknowledge that we have read and understand the provisions of this contract and agree to abide by these terms.

Fees & terms are subject to change without prior notice.

Updated September 2018

