

Model Text
approved by the Committee of Ministers of the Council of Europe
on 18 January 1972

AGREEMENT

**relating to an "au pair" Placement
subject to the European Agreement on
"au pair" Placement of 24 November 1969**

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**"

- born on ¹

- at

- nationality

- place of residence ²

.....

and (*if the au pair is still a minor*) her/his legal representative:

.....

¹ According to Article 4 of the European Agreement on "au pair" Placement, the au pair shall not be less than 17 or more than 30 years of age. Nevertheless, exceptions to the upper age-limit may be granted by the competent authority of the receiving country in individual cases when justified.

² If the place of residence differs from the place of permanent residence, please state both addresses.

I. GENERAL CONDITIONS

The au pair shall be received by the host family for a period of months/unspecified period ¹ (delete whichever does not apply) 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 language, and to increase her/his general cultural development.

The agreement shall take effect from ²

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 appropriate courses in the
..... language are available.
- 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 provide board and lodging for the au pair and shall place at her/his disposal a separate suitable room/a suitable room shared with (*delete whichever does not apply*) ³

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

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

¹ According to Article 3 of the European Agreement on "au pair" Placement, the initial period shall net exceed one year but may be extended to permit of a maximum stay of two years. Where the agreement has been concluded for an unspecified period, either party shall be entitled to terminate it by giving two weeks' notice.

² According to Article 6 of the European Agreement on "au pair" Placement, the present agreement should be concluded preferably before the person au pair leaves the country in which she/he was resident and at latest during the first week of the placement.

³ According to Article 8, paragraph 1, of the European Agreement on "au pair"Placement, the au pair shall, where possible, occupy a separate room.

II. 5. The au pair shall have free day(s) per week and shall have full opportunity to take part in religious worship¹.

II. 6. (Each country should adopt a text according best with national circumstances resulting from the adaptation of one of the alternatives proposed below or a combination of both.)

The host undertakes to affiliate the au pair -to the social security scheme in respect of the following benefits
.....²

or

The host shall take out a private insurance guaranteeing the au pair the following benefits.....²

The premium amounts to per month. The whole/half of the premium. (*delete whichever does not apply*)³ shall be paid by the host.

II. 7. 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.

III. DUTIES OF THE AU PAIR

III. 1. The au pair undertakes to participate, for:hours per day, ⁴ in day to day family duties by furnishing the following services
.....
(*specify the services the au pair will be required to perform*)

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 agrees to furnish without delay the medical certificate provided for in Article 5 of the European Agreement on "au pair" Placement⁵.

¹ According to Article 8, paragraph 3, of the European Agreement on "au pair" Placement, the au pair shall have at least one full free day per week, not less than one such free day in every month being a Sunday.

² The Protocol to the European Agreement provides that in the event of sickness, maternity, and accident benefits shall cover, as far as possible, the cost of medical treatment, pharmacy and hospital care.

³ The possibility of making the au pair responsible for half the insurance premiums can only exist where a Contracting Party has made a reservation on this point at the time of ratification of the European Agreement on "au pair" Placement.

⁴ According to Article 9 of the European Agreement on "au pair" Placement, the time effectively occupied in such services shall generally not be more than five hours per day.

⁵ According to Article 5 of the European Agreement on "au pair" Placement, the au pair's medical certificate shall have been established less than three months before placement and shall declare her/his general state of health.

IV. MISCELLANEOUS PROVISIONS

IV. 1. If the agreement has been concluded for an unspecified period, it may be terminated by either party with two weeks' notice.

Regardless of whether the period concerned is specified or not 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.

IV. 2. 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.....¹

If the au pair is a minor, a further copy is to be handed over to her/his legal representative

Done at , on

Signature of the au pair

Signature of the host

(if the au pair is a minor, signature of her/his legal representative)

Stamp of the competent authority or the body designated by it

¹ The name of the national competent authority or of the public body appointed by such authority or the private body authorised to deal with au pair placement.