# **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

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This agreement relating to an au pair placement is concluded between:		
(Mr) or (Ms) (name and surname).		
- Place of residence:		
- Address:		
Hereinafter referred to as "the host" and		
(Mr) or (Ms) (name and surname).		
Hereinafter referred to as "the au pair"		
- Date of birth <sup>1:</sup>		
- Place of birth:		
- Nationality:		
- Place of residence <sup>2:</sup>		

<sup>&</sup>lt;sup>1</sup> 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.

<sup>&</sup>lt;sup>2</sup> If the place of residence differs from the place Of permanent residence, please state both addresses.

#### I. GENERAL CONDITIONS

<b>2.</b> The host-family shall provide board and lodging for the au pair and shall place at her/his disposal a separate suitable room <sup>5</sup> .
The language normally spoken in the household is
• The host-family employs the following domestic staff in the home:
Mobile phone of the host-mum:
Occupation of the host-mum
Mobile phone of the host-dad:
Occupation of the host-dad:
• That the family lives in
• That the family consists of including adults, boys, aged of and girls, aged of
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:
II. DUTIES OF THE HOST
her/his general cultural development.
During this period, the au pair shall be given the opportunity to improve her/his education, in particular with regard to the
The au pair stay will begin on

<sup>3</sup> 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.

<sup>4</sup> According to Article 3 of the European Agreement on Au Pair Placement, the initial period shall not

<sup>&</sup>lt;sup>4</sup> According to Article 3 of the European Agreement on Au Pair Placement, the initial period shall not 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.

<sup>&</sup>lt;sup>5</sup> According to Article 8, paragraph 1, of the European Agreement on Au Pair Placement, the au pair shall, where possible, occupy a separate room.

3. In addition, the host-family shall pay the au pair salary amounting to $\dots$ $\in$ weekly.
<b>4.</b> The au pair's hours of duty shall be organised in such a way as to allow her/him to follow courses, and to improve her/his general cultural development and knowledge of the language.
<b>5.</b> The au pair is covered by her own insurance or she/he is in possession of the European Health Insurance Card.
<b>6.</b> 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
<b>1.</b> The Au Pair is expected to workhours a week taking care of the children and she/he undertakes to participate day to day family duties by furnishing the following services:
(specify the services the au pair will be required to perform).
2. The au pair shall have free day(s) per week. The au pair agrees to babysit nights per week (no more than one of these being at the weekend).

### IV. MISCELLANEOUS PROVISIONS

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

**3.** The Au Pair will have a car at her/his disposal:

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.

This agreement has been drawn up in	three copies:
- One to be retained by the host.	
- One to be retained by the au pair.	
	Date:
Signature of the Au Pair	Signature of the Host-family