

Model text according to the version approved by the Committee of Ministers of the Council of Europe on 18 January 1972

Contract
for au pair employment
according to the European Agreement on the Au Pair Placement
of 24 November 1969

This au pair contract is made between:

- Mr/Ms _____ (name)
- Place of residence _____
- Street _____

hereafter referred to as “host”, and

- _____ (name)

hereafter referred to as “au pair”

- Born on¹ _____
- in _____
- Nationality _____
- Place of residence _____
- Street _____

and (should the au pair be a minor) his/her legal guardian:

_____ (name)

1 According to Article 4 of the European Agreement on the Au Pair Placement, au pairs must be no less than 17 and no more than 30 years of age. In Germany, au pairs from non-EU/EFTA states (exception: Switzerland) and from the EU state Croatia must be no more than 26 years of age (§ 12 Beschäftigungsverordnung); the minimum age for non-EU/EFTA au pairs (exception: Switzerland) is 18 years.

I. GENERAL CONDITIONS

The family will host the au pair for a period of ____ month(s)² in accordance with the regulations mentioned in this document. During this period of time, the au pair shall be given the opportunity to improve his/her language skills and enhance his/her knowledge of the host country.

The contract comes into effect on _____.³

II. HOST DUTIES

II.1 The host shall accommodate the au pair and allow him/her to take part in the family's daily life. In this context, the host declares the following to the au pair:

- The family consists of _____ members, among which
____ are adults
____ are boys aged ____ years
____ are girls aged ____ years.
- The family lives in a house or an apartment which includes ____ rooms and ____ bathroom(s).

The distance to the next shopping centre: ____ km

The distance to the next educational institution offering suitable language courses:
____ km

- Host's profession: _____
- Profession of the host's spouse: _____
- The host employs the following members of domestic staff: _____

² For au pairs from non-EU/EFTA states (exception: Switzerland) and from the EU state Croatia the au pair placement may not exceed one year. The minimum period should comprise six months.

³ According to Article 6 of the European Agreement on the Au Pair Placement, this au pair contract should preferably be concluded between the parties prior to the au pair leaving his/her home country or within one week upon arrival at the latest.

- II.2 The host shall provide the au pair with; a separate bedroom, or a suitable shared bedroom, sharing with _____,⁴ as well as free board. The au pair will share meals with the host family and have access to the same food as all family members, unless otherwise agreed under IV.2.
- II.3 Furthermore, the host shall pay the au pair a monthly pocket money of 260 euros.
- II.4 The au pair's working hours shall be arranged in a way allowing him/her to participate in a language course and take part in cultural events and excursions, thus enhancing his/her language skills and general knowledge of the host country. Furthermore, the host will contribute an additional sum of 50 euros per month toward the total cost of a language course.
- II.5 The au pair shall receive day(s) off ⁵ and at least 4 free evenings per week. The au pair shall also be given full opportunity to practise his/her religion.
- II.6 The host shall subscribe to a private insurance for the au pair for the cases of illness, maternity and accidents.⁶
- The insurance fee amounts to _____ euros per month and shall be paid in full by the host.
- II.7 In the case of illness, the au pair shall remain entitled to full board and lodging, as well as adequate care until appropriate arrangements can be made.
- II.8 The au pair is entitled to 2 days paid holiday per month. Joining the host family on their own holiday shall only be considered a holiday for the au pair if only minor duties are expected and if attendance is not required.

4 According to Article 8 Paragraph 1 of the European Agreement on the Au Pair Placement, the au pair shall be accommodated in a separate room if possible.

5 According to Article 8 Paragraph 3 of the European Agreement on the Au Pair Placement, the au pair is entitled to one full free day per week. No less than once every month this day should be a Sunday.

6 The protocol of the European Agreement stipulates that insurance must cover the cost of medical treatment, medication and hospital treatment, as far as possible.

III. AU PAIR DUTIES

III.1 The au pair commits to work _____ hour(s) per day⁷ (babysitting included), thereby assisting the family with daily household chores. Duties include:

(Detailed information on the duties the au pair is expected to carry out shall be given here. Only light housework duties and child care are considered to be au pair duties.)

Cleaning and tidying up the au pair's personal space is considered a private matter, not forming part of housework duties.

III.2 The au pair declares readiness to provide all requested documents in order to enable the host to fulfil his duties as defined in II.6 of this contract.

III.3 The au pair declares readiness to provide a medical certificate as requested in Article 5 of the European Agreement on Au Pair Placement.⁸

7 According to Article 9 of the European Agreement on the Au Pair Placement, the time dedicated to such services shall generally not exceed five hours a day. A maximum of six hours per day and 30 hours per week has been defined as the upper limit for working hours in Germany.

8 According to Article 5 of the European Agreement on the Au Pair Placement, the medical certificate shall be issued less than three months prior to the start of the placement, declaring the person's general state of health.

IV. MISCELLANEOUS

IV.1 Either contracting party may terminate the contract observing a two weeks (prior) notice period. The contract may, however, be terminated with immediate effect by either party in the event of serious misconduct by the other party or if other serious circumstances render such instant termination necessary.

IV.2 The parties further agree on the following issues:

The contract shall be signed in duplicate:

- au pair and
- host family

will keep one copy respectively.

Should the au pair still be a minor, the legal guardian in question shall also receive one copy of the contract.

_____ (date) _____ (date)

_____ Au pair's signature _____ Host's signature

(Or the legal guardian's signature should the au pair be a minor)