

AGREEMENT TO BE SIGNED BY EACH AU PAIR APPLICANT PRIOR TO PLACEMENT WITH THE HOST FAMILY **BY JCR SOUTH AFRICA**

I hereby undertake and agree as follows:

- To complete all visa and screening requirements in accordance with the instructions given and to be responsible for 1. obtaining valid passport and complying with all vaccination and immunisation requirements.
- 2. I will carry out my childcare responsibilities to the host family to the best of my ability and with due respect and will take full advantage of the cultural and educational opportunities in my community.
- 3. I agree to abide by the rules set by my host family.
- I will return to my home country at the end of my stay on or before the expiry of my duration of stay as determined by 4. the host country Immigration and will not attempt to return subsequently without a valid and current visa at that time. 5.
 - I will not accept any form of paid employment during my stay other than within my duties with my host family.
- 6. As detailed on my application form, I certify that I have successfully completed my secondary school studies/training and that I have never been charged or convicted of a criminal offence.
- 7. I understand that my application and contents therein cannot be returned to me at any time.
- 8. I understand that failing to provide full and accurate responses to the questions asked in this application, at interview and on all ancillary documents are grounds for my application to be rejected.
- 9. JCR has sole discretion whether to accept an applicant onto its program or not. Such decision is final.
- I agree to stay with the host family for the full period initially agreed unless there is a direct threat to my health or 10. welfare. In the event that I do not complete the agreed term, I will return home with a week of leaving the host family unless placed with an alternative family at the sole discretion of JCR South Africa or their agents.
- 11. I hereby warrant that the information I have given in the application form completed by me is accurate and I agree that I will perform my duties as an aupair to the best of my ability and indemnify JCR South Africa, their staff and agents and organisations affiliated with them. Against any loss or damage suffered by any of them or any claims made against them as a result of any breach or negligence by me during my participation in the program.
- I further agree that JCR South Africa, their affiliates, agents and employees will act on my behalf in my appointment 12. and that none of them will be under any liability to me in respect of any loss, damage, personal injury, delay or expense suffered or incurred by me resulting from any act or omission by any carrier, and any member of the host family or any other body corporate or non corporate in relation to transportation to and from and within my host country, my duties for my host family or any other facility or service organised on my behalf.
- 13. In addition to learning the host country's language, I understand that I am expected to adapt to the culture and lifestyle of the host family. I understand that my host country may have different health care services, living conditions, road and transportation systems, educational approaches and systems, criminal justice systems, civil liberty laws, customs and values, I understand and am aware of these differences and accept the inherent risk of travelling and living in another country. I agree to hold JCR South Africa and its agents, harmless for all risks inherent in foreign travel and living abroad, all negligence and intentional acts caused by all third parties during my participation in the program.
- 14. I understand that, in the event of cancellation at any time after submitting my application, JCR South Africa reserves the right to charge a cancellation fee of R5000.
- I agree to pay the program fee as advertised by JCR in their current fee sheet. I understand that a registration fee is due 15. on interview and is not refundable and the program fee is due on acceptance of an offer from a family and must be paid before visas will be issued.
- I understand that if I am accepted for the aupair program in the USA and do not complete the program requirement or if 16. I am asked to repatriate by the American organisation for non compliance or breach of agreement; I will be obligated to supply my own airfare from my host town back to my home. I understand that if a host family in Europe contributes towards my airfare, I will be expected to repay the loan from my earnings and should I need to rematch to another family, the airfare must first be refunded.

Initial:

Surety's initial:

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Postnet Suite #88, Private Bag X033, RIVONIA, 2128 Tel: (011) 4642975 Fax: (011) 4642973

Director: R. Varejes AGREEMENT FORM 03/04

107 Boundary Road, Diepsloot, Randburg email: aupair@jcr.co.za http://www.jcr.co.za

JCR Cultural Exchange Programs (Pty) Ltd. Reg 1999/024221/07

17. It is agreed that South African law shall apply to this agreement and I agree to submit to the jurisdiction of South African Courts. Should any part, term or provision of this Agreement be declared by any court to be or be accepted by the parties as being in conflict with the law or unenforceable the validity and enforceability of the remainder of this agreement shall not be affected thereby.

Signed	Date	
Print name:		
If you are under the age of 21 or if you are travelling acceptable surety to sign this form as well.	g to America you must ask you legal guardian or an	
I confirm that I have read and understood this agreement and hereby bind myself as surety and co-principal debtor for all financial obligations in terms of this agreement. I further state that		
has my permission to apply for a position as an international aupair.		
Signed	Date	
Print name:	ID NUMBER:	
I choose the following address for all notices served in terms of this agreement:		
PHYSICAL ADDRESS:	POSTAL ADDRESS:	
Accepted as an aupair by JCR South Africa on		
Signed at		
R Varejes		
Postnet Suite #88, Private Bag X033, RIVONIA, 2128 Tel: (011) 4642975 Fax: (011) 4642973	107 Boundary Road, Diepsloot, Randburg email: <u>aupair@jcr.co.za</u> <u>http://www.jcr.co.za</u>	
Director: R. Varejes	JCR Cultural Exchange Programs (Pty) Ltd. Reg 1999/024221/07	
AGREEMENT FORM 10/05		



^{go}AUPAIR[®] 111 East 12300 South Draper, Utah 84020 801.255.7722 801.255.7782 fax www.goAUPAIR.com

Please return your form to JCR SA Intercultural Exchange Programs (Pty) Ltd, Postnet#88, Private Bag X033. Rivonia. 2128. Fax (011)4642973. Tel (011) 4642975 www.jcr.co.za



AU PAIR AGREEMENT FORM

Ι,

_, an applicant to be an Au Pair in the ^{go}AUPAIR program, agree to abide by the terms and conditions set forth in this agreement as outlined below.

PRELIMINARY REQUIREMENTS

- 1. I certify that I am between the ages of 18 and 26.
- 2. I have graduated from secondary school.
- 3. I agree to submit a certified criminal record check or its equivalent. I understand that if a criminal history exists I will not be allowed to participate in the program.
- 4. I agree to complete a psychometric profile provided by ^{go}AUPAIR to my local agency. JCR SA Intercultural Exchange Programs (Pty) Ltd
- 5. I agree that I will complete 32 hours of childcare training provided by goAUPAIR prior to arriving at my Host Family's home.
- I agree to submit a physician's report and hereby state that everything contained in the report is complete and 6. accurate.
- 7. I can provide childcare and character references.
- 8. I agree to pay a Completion Security Deposit and any required Foreign Add-on Airfare.

DUTIES

I understand and agree that providing quality childcare is my primary responsibility and any failure to do so will result in my immediate termination from the program. I understand and agree that my childcare responsibilities will take precedence over my own personal and/or social life. The child care duties I will be responsible for may include, but are not limited to the following:

- 1. daily maintenance of the children, including meal preparation, doing the children's laundry, transporting the children to various activities, assisting with homework, playing, teaching and caring for the children
- 2. minor housekeeping, including but not limited to, washing the children's dishes, tidying up the children's rooms and making their beds, vacuuming and dusting the children's rooms and cleaning their bathrooms. In addition, I agree to pick up after the children in any room in which they have played.
- I understand that I am not responsible for the care of a baby less than three months of age 3.
- I understand that I am not responsible for the overall general housework, nor am I responsible for cleaning up 4. after any adult member living in the household.
- 5. I agree to keep my personal living space clean and tidy.

DISCIPLINE

I agree to abide by the method of discipline as outlined by the Host Family. At no time will I strike a child or cause physical harm to a child. In the event that I cause physical harm to a child, I understand I will be immediately terminated from the program and will forfeit both my Completion Security Deposit and ticket home.

EDUCATION

I agree to enroll in and attend six semester hours (a minimum of 72 classroom hours) of post-secondary classes at an accredited institute of higher learning during my year stay. I understand that my Host Family will pay up to \$500 toward tuition, books and transportation. I agree to be responsible for any additional amount over \$500 that may be required by the institution in which I choose to enroll. I agree that my course work will not interfere with my childcare duties. Additionally, I agree that should I change families after I receive \$500 towards my education, I will not be eligible for further financial help from my new Host Family.

HOST FAMILY

I agree to abide by any mutually agreed upon house rules as set forth in the Written Agreement. This might include, but is not limited to, housequests and curfew. If I feel that I am being treated unfairly regarding the Host Family's attitudes, workload, housework, or being coerced to work extra hours, I will bring the matter to the attention of the Host Family and contact my Local Area Representative (LAR). Additionally, should I be subject to any physical, sexual or emotional abuse from any member of the Host Family. I agree to immediately contact my LAR. I agree to abide by all local, state and federal laws, including the 21-year old drinking age restriction during my stay in the United States. I understand failure to do so will result in my immediate termination from the program.

AU PAIR AGREEMENT FORM

POCKET MONEY AND EXPENSES

I agree that my weekly pocket money will be no less than \$139.05* per week in exchange for working up to ten hours per day for a maximum of 45 hours per week. I understand that I will have one and one-half days off per week with one full weekend off per month. I am entitled to receive two weeks paid vacation to be taken at a time mutually agreed upon with my Host Family. Additionally, I agree that should I change families after I have used my vacation time, I will not be eligible for further vacation time from my new Host Family.

I accept complete responsibility for my own expenses, including but not limited to, long distance telephone calls, dry cleaning, medical expenses not covered by my medical insurance and any other personal expenses incurred by myself or by the Host Family on my behalf. Neither goAUPAIR nor the Host Family will accept responsibility for any personal charges or extra expenses that I have incurred. I understand that the Completion Security Deposit may not be used to reimburse my Host Family for any expenses, nor for reimbursement airfare or return airfare if I go home before my twelve month commitment is completed. If I am transferred to another Host Family for any reason, I understand that my present Host Family may withhold my last two weeks of pay in order to cover any outstanding debts that I may owe the Host Family. I understand that the Host Family must be able to provide me with a copy of the bills.

<u>J-1 VISA</u>

I understand that ^{go}AUPAIR is designated by the U.S. Government as an au pair program sponsor. Furthermore, I understand that I must be a suitable candidate for a visa and must remain so during my year stay in the U.S. If I do not return to my own country at the end of the year or if I leave my Host Family without the approval of the program, or I am unable to accept a placement with another Host Family with the program's approval, my case details will be turned over to the Department of Immigration for deportation proceedings. I will be required to pay for my own airfare home if I cannot complete my commitment to the program, plus I will not receive my Completion Security Deposit or any accrued vacation pocket money.

I understand that it is illegal for me to accept any other employment beyond specific program childcare services to my Host Family, and I agree that I will not engage in such illegal employment during my stay in the United States.

COMPLETION SECURITY DEPOSIT

A Completion Security Deposit shall be paid to the program at the time of match with my Host Family. This Deposit will be returned to me upon my completion of a successful year in the United States. In order to receive the Deposit, I agree to: 1. submit a letter to goAUPAIR following my return home and include my return boarding pass(es); and, 2. Provide documents showing the fulfillment of my education requirements according to program requirements.

I will not receive the Completion Security Deposit or my return ticket home if: 1. I am asked to leave my Host Family for any reason and no replacement family is available for me; 2. I leave the program before my twelve-month commitment is complete; or 3. I ask to leave my Host Family and a replacement family does not accept me within two weeks of notifying corporate headquarters.

The bonus cannot be used for payment of any debts owed by me nor can it be used for airfare should I not complete my year.

GRIEVANCE PROCEDURE

I understand the Grievance Procedure for averting or dealing with potential problems is: 1. I will attempt to discuss the problem with my Host Family; 2. if this does not produce satisfactory results, I will pursue the issue with my LAR verbally or in writing; and, 3. if I still feel the problem is unresolved, I will call corporate headquarters and provide written notification of the problem.

EARLY DEPARTURE

If I leave my Host Family within the first sixty (60) days of arrival, whether it is to return home or move to a new family, I will be responsible for reimbursing my Host Family for the cost of my arrival airfare. I understand that this is my responsibility and not that of ⁹⁰AUPAIR. If I leave the Host Family at any time, I agree to give the Host Family at least two weeks prior notice.

I understand that if I am caught smoking in the family home (including my private bedroom), the family car, or around any member of the Host Family that I will be terminated from the program and forfeit my Completion Security Deposit.

I understand the above information and will abide by the terms, conditions and rules of the ^{go}AUPAIR program. I have truthfully answered all questions asked of me in the application, and I have received a copy of the federal regulations and a copy of the policies and grievance procedures of ^{go}AUPAIR.

Au Pair Applicant	Date
Print Name	

*\$200.00 for Premiere Au Pair Participants



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CONTRACT

In consideration for my acceptance into the ^{go}AUPAIR program, I hereby agree:

- To complete all visa requirements in accordance with the instructions and to be responsible for obtaining a valid passport;
- To abide by all appropriate regulations and laws of ^{go}AUPAIR and the U.S. government;
- To be present for all flights and transportation arranged for me by ⁹⁰AUPAIR;
- To carry out my childcare and other related duties to the best of my ability;
- To take full advantage of the cultural and educational opportunities available to me;
- To return home at the end of my stay and before my visa expires. I will not attempt to return to the United States without a valid visa;
- To not accept any form of paid employment in the U.S. other than my duties as an au pair with my Host Family;
- To cooperate with all those supervising the program and to abide by any reasonable instructions;
- To provide my own transportation to the departure airport at my own expense.

I hereby warrant that all information I have given in the application is true, accurate and complete; I agree to perform my duties as an au pair to the best of my ability and indemnify ^{go}AUPAIR and its authorized agents and representatives against any loss or damage suffered by any of them or any claims made against any of them as a result of any breach or negligence by me during my participation in the program.

I further warrant that ^{go}AUPAIR, its affiliates, agents and employees will act on my behalf in arranging for transportation and that none of them will be under any liability to me in respect to any loss, damage, personal injury, delay or expense suffered by me resulting from any act or omission of any carrier, any member of the Host Family or any other body corporate or non-corporate in relation to transportation to and from and within the U.S., my duties as au pair or any other facility or service organized on my behalf.

I hereby agree that goAUPAIR, or its affiliates or agents may, without liability or expense to themselves, take whatever action they deem appropriate with regard to my health and safety.

I hereby agree that should I leave the supervision of ^{go}AUPAIR, my visa will be immediately cancelled, my Completion Security Deposit, my return flight and my vacation money will be forfeited, and I understand if the information I have given in the application is not accurate or true I will be terminated from my position and will forfeit my Completion Security Deposit and my airline ticket home.

I hereby agree that if I leave my Host Family within the first sixty days of arrival, whether it is to return home or to move to another family, I will be responsible for reimbursing my Host Family for the cost of my arrival airfare. I understand that this is my responsibility and not that of ^{go}AUPAIR. If I leave the Host Family at any time, I agree to provide my Host Family at least two weeks notice prior to leaving.

I hereby agree to abide by the following "Grievance Procedure" for averting or dealing with potential problem: I will attempt to discuss the problem with my Host Family. If this does not provide a satisfactory result, I will discuss the problem with my Local Area Representative. If I still feel the problem is unresolved, I will notify the Corporate Office in writing.

I agree that U.S. law applies to this agreement and I agree to submit to the jurisdiction of the U.S. courts.

I understand in the event of a late cancellation by me, where ^{go}AUPAIR or its agents have issued a DS-2019 for visa application and/or has booked an airline ticket for me and/or I have received childcare and child development training from g^oAUPAIR, I may be required to forfeit my Completion Security Deposit.

Signed ______ Date _____

Print Name