

General terms and conditions for host families and au pairs

General Terms and Conditions explaining the relationship between TOSS au pair services, the client (Host Family) and the Au Pair.

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I. Responsibilities and Obligations of the Host Family and the Au Pair

I.1. Understanding the Basics of the Au Pair Program

The purpose of the Au Pair program is for cultural exchange. The Host Family understands that the main goal of the stay of the Au Pair is cultural exchange; the Au Pair will learn about the Dutch society and culture. The Host Family shall treat the Au Pair as a member of the family and not as a hired household help (the program is not a contract of work).

The Host Family understands that they have to comply with all the legal requirements in welcoming an Au Pair in their family. For instance, the livelihood of the family must be 'stable and sufficient', as determined by law.

- The Au Pair has stated that he/she wishes to become acquainted with the Dutch society and culture as an Au Pair within the Host Family in the Netherlands. The Host Family will give the Au Pair an opportunity to improve his/her education and to increase his/her general cultural development.
- The Au Pair agrees to carry out light domestic work stated on the 'Light Household Chores List' (this list can be found in the weekly schedule) to assist the Host Family, in accordance with Dutch law and the regulations of TOSS.
- The Host Family has stated that they want to welcome the Au Pair and will provide free board, lodging and facilities to the Au Pair, and has agreed to accept and respect the norms, values, and the rights of the Au Pair (for which in return the Au Pair, as a member of the family, gives assistance in light household chores).
- Both parties have discussed each other's expectations and have agreed on the weekly schedule.

The Au Pair shall participate in the daily activities of the Host Family. However, the Host Family is not dependent on the Au Pair (there is always an alternative person available for the activities that the Au Pair performs). The Au Pairs shall, as part of the family, participate in the social activities of the family and obtain the opportunity to experience the Dutch culture.

The expenses of the Au Pair incurred while living at the Host Family's house (including food and drinks) should be paid for by the Host Family. This does not include the Au Pair's personal care products.

The Au Pair joins the Host Family for an uninterrupted period of maximally 12 months, after which in principle the Au Pair returns to the country of origin. (The Au Pair can come to the

Netherlands to be an Au Pair or on basis of youth exchange only once, and for maximally one year.)

I.2. Important Rules of the Program

- The Au Pair is at least 18 and no more than 25 years old at the time of the application.
- The Au Pair is unmarried.
- The Au Pair does not have any (foster) children.
- The Au Pair did not had a residence permit for exchange in the Netherlands before.
- The Au Pair is going to live with a host family which is registered in the Personal Records Database (BRP). You will also be registered at that address.
- The Host Family has 2 or more members. They have Dutch nationality, or a valid residence permit for the Netherlands.
- The Host Family meets the income requirements determined by the IND.
- You have not worked for the host family before, in the Netherlands or abroad.
- You are not related as a family member to the Host Family. Related means: parents, children, brothers and sisters, grandfathers and grandmothers, grandchildren, uncles and aunts, cousins, nieces and nephews, great grandparents and great grandchildren.
- You are going to live in the Netherlands temporarily on an exchange program as an au pair through a recognized au pair agency (recognized sponsor).
- You will do light housekeeping tasks for the host family. You do this no more than 8 hours a day and for a maximum of 30 hours a week. You have 2 days off each week.
- You will not carry out tasks for people who need more specialized care, for which you need to have a specific skill, such as nursing.
- You and the host family will make a schedule for all 7 days of the week. You and the family sign this schedule. The schedule must include at least: how many hours of light housekeeping tasks the au pair is going to do; which 2 days of the week the au pair is off; who does light housekeeping tasks besides the au pair: this person's

name must be given.

- You have not signed a contract with a host family, intermediary agency (Dutch or foreign), or au pair agency stating that you must pay a fine if you do not fulfil the contract.
- You have not paid any fees to an intermediary agency (Dutch or foreign) or au pair agency.
- You have not paid more than €34 in costs to prepare for your stay in the Netherlands. For example, for registration and intermediary services by an intermediary agency or to take a course about staying in the Netherlands.

II. Preparing for the Au Pair's arrival, Agreements and Visa Process:

After the process of finding a suitable Au Pair through a self-match process or with a TOSS au pair candidate, the Host Family and Au Pair will prepare the documents for the visa requirements. They have also read the Host Family–Au Pair Agreement and discussed their expectations well and have established the Au Pair Weekly Schedule. When the Au Pair has the visa, booked tickets, both parties need to prepare for the arrival of the Au Pair.

The 'Host Family – Au Pair Agreement' and underlying documents are standardized instruments in reaching clear agreements on the expectations of the Au Pair and the Host Family. Changing any of these agreements afterwards (and / or the list of activities) may only be done logically if Host Family and Au Pair both agree to it in writing but also only after a written acceptance by TOSS (through e-mail). At all times, the Host Family, the Au Pair and TOSS must have copies of the same agreements, and particularly the Au Pair Weekly Schedule.

The Host Family and Au Pair will follow these agreements during the stay of the Au Pair. TOSS will check if the activities of the Au Pair comply with these agreements.

By law, the Au Pair program is determined by different requirements. If any one of these requirements is no longer met, the Au Pair loses the residence status and will be regarded as an illegal foreigner. Considering the law 'Wet arbeid vreemdelingen', this may incur financial consequences for the Host Family.

The Host Family shall discuss with the Au Pair his/her precise duties and proper manner of handling the child(ren). The list of tasks and time of their execution shall be described in the Au Pair Weekly Schedule. If there will be major changes to the Au Pair Weekly Schedule within a few weeks from the arrival of the Au Pair, the Au Pair and TOSS needs to be notified of this before the Au Pair comes to the Netherlands. The Host Family must agree in consensus with the Au Pair on the schedule of light household duties of the Au Pair before the Au Pair arrives in the Netherlands. The Au Pair Weekly Schedule has to be signed by both parties before the Au Pair comes to the Netherlands.

The Host Family and Au Pair shall follow this Weekly Schedule during the stay of the Au Pair,

particularly with the: number and distribution of working hours, Au Pair duties, free time, and the alternative person who is responsible aside from the Au Pair.

II. 1. Payment for Travel Ticket(s): The payment of the travel tickets to the Netherlands and back to the country of origin or to another country is per the 'Host Family and Au Pair Agreement'. On premature cancellation of the agreement, the ticket will be paid per the 'Host Family and Au Pair Agreement'.

II. 2. Au Pair's Room: The Host Family will get the independent room ready in their house for the Au Pair. The room of the Au Pair shall be a separate and private room. The room shall be pleasantly decorated, having at least: a bed, a wardrobe, a table and chair, internet access, a TV or a radio, a window, and a heater. The Au Pair shall have access to a shower, or bathroom facility that he/she can use, and which can be locked from the inside. The Host Family shall have a bicycle available for the Au Pair as well.

II. 3. Pick-up at Airport: The Host Family shall stay in touch with the chosen Au Pair and shall arrange to meet the Au Pair at the airport upon his/her arrival in the Netherlands.

II. 4. Adjustment Period for Au Pair: The Host Family is aware that the Au Pair will need time to adjust to his/her new environment and responsibilities. The Host Family will provide the Au Pair with a familiarization period of minimally 2 weeks.

II.5. Travel Date: The Host Family shall not encourage the Au Pair to travel to the Host Family before the Au Pair placement is confirmed by TOSS and the Au Pair has obtained a proper visa (if required). The Host Family and the Au Pair understands that once the arrival date of the Au Pair has been confirmed with the IND office, it is not changeable and that the date stated on the Dutch ID card of the Au Pair is his/her starting date to be an Au Pair in the Netherlands. The Au Pair is allowed to enter the Netherlands on the agreed arrival date, or any days later, BUT NOT before. The Host Family and the Au Pair will confirm the arrival date of the Au Pair with TOSS before booking flight ticket for the Au Pair.

II.6. Rules for the Weekly Schedule of the Au Pair: In line with the Dutch law (Wet arbeid vreemdelingen), the Au Pair is not allowed to work (do light household chores) for more than (max.) 30 hours a week, and (max.) 8 hours a day. The Au Pair shall have at least two days that he or she is completely free weekly (no responsibilities and no other obligations to the Host Family) and have at least one weekend free a month (from Friday 20:00 hrs to Sunday 24:00 hrs). The Au Pair babysits or takes care of a child or children not more than (max.) 3 evenings a week.

By law, the Au Pair never bears the main responsibility for the household duties and care for the children. The Weekly Schedule shall mention an alternative person for every time of the day the Au Pair works (this person is available if needed / if something happens).

II. 7. Work Outside the Host Family Home and Voluntary Work:

- The Au Pair is only allowed to have a work schedule at the address where she is registered (Host Family's house), she is NOT allowed to work at other places nor work for others. The Au Pair is not allowed to do work for herself either (like trading, selling things online, etc.)
- The Au Pair is not permitted to do volunteer work in the Netherlands.
- The Au Pair will start her Au Pair program on the date written on her Dutch ID card. In case the Au Pair has no Dutch ID card yet, he/she is not allowed to execute any tasks. In case the Host Family and the Au Pair want to start the work schedule early, both parties need to inform TOSS for assistance.

II. 8. House Rules: The Host Family and Au Pair agree on discussing together the house rules. For instance, on the use of the telephone and internet and other facilities within the home, on daytime and overnight visitors, on sleeping and breakfast times, on smoking and non-smoking areas, on the possible care of pets, on sleepovers and visits of Au Pair's friends, on any matters concerning exercising a belief, and on possible diets.

II. 9. Culture Exchange Activities: The Host Family agrees (in consensus) with the Au Pair on the cultural activities program. The activities are mainly organized by the Host Family (together with the Au Pair, on a voluntary basis). It shall be a balanced and a broad range of cultural activities on different aspects of the Dutch society and culture, including the celebration of national holidays and visits to art and history museums; local and national (annual) cultural events; national parks, cities and tourist sites; contemporary leisure activities for young adults.

II. 10. Pocket Money: The Host Family shall give the Au Pair a maximum of 340 Euros per month. The pocket money shall be given on time, on the last day of the month or as agreed upon with the Au Pair. By law, and in line with tax regulations, the Au Pair is strictly not allowed to obtain pocket money or other (financial) compensation more than (max.) 340 Euros in total per month.

In case of illness of the Au Pair, the Host Family shall continue to pay the pocket money.

II. 11. Holiday: The Host Family shall discuss any arrangements for the holidays with the Au Pair well in advance. On days that the Host Family members are not at home and the Au Pair stays at home, the Host Family will provide enough food and drinks for the Au Pair. The Host Family understands that if the Au Pair joins the Host Family on family holidays, it shall also be a holiday for the Au Pair and he/she shall not be expected to perform Au Pair duties like babysitting, light household chores, etc.

The Au Pair is entitled to two weeks holiday based on his/her stay of one year (or a proportionate amount if the stay is planned to be less than a year), with the continued payment of pocket money. The Au Pair shall discuss his/her plans on a holiday with the Host Family in advance.

II. 12. Light Household Chores List: The Au Pair and Host Family agrees to have read this list in the Weekly Schedule well and have made the Weekly Schedule based on this list.

Babysitting, waking up, bathing and dressing the child or children, bringing the child or children to school and picking them up, cleaning rooms (including the children's and Au Pair's room and the kitchen); preparing easy meals; handling a dishwasher; dusting, grocery shopping (carrying a maximum of 12 kilos a time); washing clothes (washing machine); disposing garbage bags (only if the Host Family lives on the ground floor); giving pets food and water; and watering plants.

Light household chores, which can be done for maximum 30-45 minutes per chore a day are for example: walking with pets; changing bed sheets; vacuum cleaning; mopping floors (maximally up to 30 m² a day); washing dishes (by hand); and ironing.

The Au Pair is not allowed to do heavy or dangerous work, for example: cleaning out the fridge, cabinets, drawers; helping with redesigning or maintaining the house (drilling, sawing, replacing fuses, moving furniture and kitchen machines); scrubbing floors; cleaning windows (inside and outside); bathroom and toilet cleaning, except if the Au Pair has private bathroom/ toilet; gardening; carrying bags of 12 kilos or more; and washing cars. The Au Pair will not take care of people who need special medical or psychological help.

TOSS will notify the IND if the Au Pair works more than agreed in the Au Pair Weekly Schedule, in the Host Family's house or works somewhere else.

III. After Au Pair's Arrival

III.1. Registration of the Au Pair in the Host Family household:

The Au Pair shall live with the Host Family at the same address. The Au Pair shall also be registered at the address of the Host Family at the Municipality within the first months of arrival in the Netherlands; the Au Pair is not allowed to live or be registered somewhere else (Vreemdelingenwet Art. 4.47). The Host Family shall directly confirm the registration of the Au Pair to TOSS. By law (e.g., by the IND), any additional requirements on the arrival of the Au Pair could be demanded. During the stay of the Au Pair with the family, when the Au Pair has a day off, if the Au Pair chooses to sleepover at a friend's place or travel, the Au Pair shall inform the Host Family. TOSS should be notified if the Au Pair continuously has sleepovers on locations aside from the Host Family's house.

III.2. Basic Health Insurance:

The Host Family understands that the Au Pair must have a basic health insurance after the Au Pair is registered into the home address of the Host Family at the Municipality. TOSS will assist the Au Pair in purchasing it (it is to be paid by the Au Pair) and help with requesting the care allowance from the tax office for the Au Pair. The Host Family can also provide guidance and support. TOSS will also share with the Au Pair and Host Family a Welcome

Handbook with all the information needed for this process.

The Host Family agrees to arrange and pay for the health, repatriation, and liability insurance (the Au Pair insurance) for the Au Pair. The insurance shall be from a sound company and cover at least the Au Pair's possible medical and repatriation costs, and liability insurance. The insurance shall commence not later than the day of arrival of the Au Pair in the Netherlands (or in the family). Insurance costs are passed on to the Host Family directly from the insurance company.

III.3. Notifying TOSS of Any Changes:

1. structural change in the daily schedule
2. change in family situation (e.g., pregnancy, divorce, extra roommate, etc.)
3. change in living situation (e.g., moving houses, register to other address)
4. change in income (e.g., reduction of income, change of job, loss of job, etc.)
5. the Au Pair has a boyfriend and plans to stay here in the Netherlands.
6. the Au Pair is pregnant.
7. the Au Pair wants to stay in the Netherlands (e.g., to study, to live together, to work, etc.)
8. the Au Pair wants to be an Au Pair in another country after her stay in the Netherlands
9. and any other issue relative to the Au Pair program.

By law, any change in the Host Family's or Au Pair's situation has to be administered by TOSS. The IND can obtain relevant information via government structures earlier than TOSS. TOSS has a limited time span to report to the IND.

A change can be crucial for the stay of the Au Pair; his/her stay can become illegal after four weeks after the change. If the change results in the requirement of additional official procedures, TOSS has four weeks to successfully complete them. For a period of 5 years after the stay of the Au Pair, the government will hold TOSS responsible for any unreported changes. Therefore, the Host Family and/or the Au Pair are liable for any damage suffered by TOSS as a result of a late notification to TOSS about relevant changes.

The Host Family members should inform TOSS immediately if they know or have the impression the Au Pair is doing additional work, volunteer work outside the house, or any other relative situation to the stay of the Au Pair.

III. 4. Communication with TOSS

The Host Family and the Au Pair agree to reply to TOSS e-mail within 2 working days if TOSS would like to hear from the Host Family and/or the Au Pair regarding the Weekly Schedule or the Au Pair's situation during the stay, etc.

III.5. TOSS events and language course

TOSS will conduct au pair events throughout the year with the aim to bring the Au Pairs together, and to coach and meet them in person.

The Au Pair shall be given the opportunity to follow a language course provided by the Host Family. The Au Pair shall have the opportunity to do the language course on a regular basis. The Host Family shall discuss with the Au Pair which course he/she would prefer and when the course is held (also considering the Au Pair Weekly Schedule).

III. 6. Host Family Relational Obligations:

The Host Family members shall respect cultural differences and display tolerance towards the Au Pair.

The Host Family realizes that the success of the stay of the Au Pair depends largely on their own initiative. The Host Family members shall try to integrate the Au Pair into their family life and should any problems arise, must communicate openly with the Au Pair and actively seek a solution. We recommend regular family meetings with the Au Pair to promote open communication.

The Host Family shall make a serious effort to resolve any differences with the Au Pair. If the Au Pair does not feel comfortable with the Host Family, TOSS will schedule a video call or an in person meeting to discuss the situation.

The Host Family shall sit down and talk to the au pair for a minimum of 15 minutes every week to discuss her duties and experience throughout the stay and understand that they might have to adjust some things. Feedback is essential for both hosts and au pairs.

III. 7. Au Pair Relational Obligations:

The Au Pair realizes that he/she must always act in a responsible manner and perform his/her duties conscientiously (to the best of his/her ability). The Au Pair agrees to ask the Host Family's advice before imposing any type of discipline on the child or children, and never to use violence towards the child or children.

The Host Family and Au Pair have discussed the Au Pair and Host Family's norms and values, and have agreed upon matters concerning everyday life within the Host Family (for example on sleeping and breakfast times, the use of telephones and internet, daytime and overnight visitors, smoking and non-smoking areas, caring for pets and plants, matters concerning exercising a belief, and on possible diets).

The Au Pair shall make a serious effort to resolve any differences with the Host Family. If the Au Pair does not feel comfortable with the Host Family, TOSS will schedule a video call or an in person meeting to discuss the situation.

The Au Pair shall not call for a Rematch on any social media platform or chat group before first officially discussing a rematch with TOSS.

The Au Pair shall inform TOSS if she/he is making use of dating apps for safety reasons. The Au Pair shall not share any pictures of the family's house, or family members on any

social media platform.

The Au Pair will not bring men or women that she/he met on a dating app in the house and will not share her/his address and or phone number with them without asking explicit permission from the hosts.

III. 8. Problem Mediation:

If a small problem occurs, both parties will discuss this problem in a pleasant, understanding manner and try their best to solve the problem together.

If a serious problem or small persistent problems occur, both the Host Family and the Au Pair shall inform TOSS. TOSS will, depending on the wish of the Host Family and the Au Pair, mediate to solve the problem. It is also possible for TOSS, in consultation with both parties, to engage any third independent party to resolve the issue.

The Host Family and Au Pair shall contact TOSS immediately for assistance if they have any problems or questions which cannot be discussed and solved with the Au Pair.

III. 9. Government Au Pair Abuse Telephone Line:

In the worst case, the Au Pair and the Host Family may report complaints about the Au Pair's stay in the Netherlands, the Host Family, or TOSS to an official Au Pair abuse telephone line. Depending on the type of complaint, it will be passed on to the police or the labor inspection agency or to both institutions. The Au Pair abuse telephone line is not available for reports about physical and or psychological abuse. At present, the information line has been incorporated with the Immigration and Naturalization Service (IND) of the Dutch Government. The number of the Au Pair abuse telephone line is: +31 (0) 610823594.

III. 10. Terminating the Host Family – Au Pair Agreement

TOSS will notify the IND in any of the situations below occur:

- The Host Family members fail to abide by this agreement, or other regulations.
- The Host Family members provide incorrect information during the application.
- The Au Pair does more work than agreed upon in the Au Pair Weekly Schedule.
- The Host Family is harassing (or is unkind to) the Au Pair
- The Au Pair placed in their home has not been treated well

TOSS has the right to make the conclusive decision. The Host Family and the Au Pair should respect the decision TOSS will make.

III. 11 TOSS will report to appropriate authorities (including IND) if the Au Pair is abused, exploited, works more hours than agreed in the weekly schedule, or his/her integrity is violated in any way, or other illegal practices are executed by the Host Family, the Au Pair or of both parties at the same time (like payments for overtime work). In this situation, there is no fee refund (agency fee, matching fee) from TOSS to the Host Family. The Host Family will also be responsible for paying the booking costs of a hostel for the Au Pair until he/she finds

a new host family (within 4 weeks) or returns to his/her home country.

III.12 Both parties may terminate the agreement with a four-week notice period. In such an event, both parties should inform TOSS and their contact person via email: aupair@toss-group.com as soon as possible, but at least within 1 week after they have agreed to terminate the agreement. All rematches will be required to participate in a mediation with their contact person and both parties prior to making a decision about a rematch.

III.13 The agreement can only be terminated with immediate effect in the event of physical or psychological violence or a violation of Dutch law by one of the parties.

III.14 Either party may also terminate the agreement with immediate effect if serious circumstances make such instant termination necessary like the death of a family member or some other unforeseen circumstance like serious illness.

III.15 If either the Au Pair or the Host have not complied with this agreement, then the party that has not complied is responsible for the payment of the Au Pair's return travel to his/her country of origin and any additional costs for rebooking the flight.

III.16 Both parties are aware that TOSS will attempt to mediate in other less serious situations to avoid a termination of the agreement.

III.17 If both parties agree on terminating the agreement immediately after mediation and the Au Pair has to leave the house, the Host Family is responsible for paying the booking costs of a hostel for the Au Pair until he/she finds a new host family (within 4 weeks) or returns to his/her home country within 1 week.

IV. Responsibilities of TOSS

IV. 1. Obligations by Law to IND

TOSS au pair services is officially recognized by the Dutch government. In the Netherlands, only recognized agencies may apply for placing an Au Pair with a family. TOSS has the responsibility to thoroughly assess all legal requirements related to the arrival, stay and departure of the Au Pair. TOSS also keeps the IND informed and administers all relevant developments of the Host Family.

TOSS au pair services has the duty to:

- Inform the IND of relevant changes in the situation of the Host Family and the Au Pair.
- Administer a clear and complete file for every Au Pair.
- Take care of the Au Pair if anything might happen.

The government inspects registered agencies like TOSS, and any individual shortcomings in performing its duties can result in a fine of 3.000 – 4.500 Euros. There are serious

consequences for the agency in the event of multiple mistakes. Also, if an Au Pair becomes illegal in the Netherlands, the government will recover several costs from TOSS.

It is of utmost importance for TOSS that all duties on informing, administering and taking care of the Au Pair (before, during and after his/her stay) are fulfilled according to the law. Therefore, TOSS holds the Host Family and/or the Au Pair liable for damages suffered or to be suffered as a result of the failure of the Host Family and/or the Au Pair to fulfil their obligations as mentioned in these General Terms and Conditions.

IV. 2. Our services include but are not restricted to the following:

- Introducing the Au Pair program to the Au Pair and Host Family
- Recruiting and matching Au Pairs and families; TOSS recruits and selects trustworthy, caring and talented Au Pairs; checks the documents needed for the TEV/VVR procedure and in the dossier of the Host Family
- Arranging/Hosting a videocall with the family and the Au Pair, and a digital house check
- Organizing at 3 events per year for the Au Pair
- Submitting (if applicable) the application for the visa and/or residence permit to the IND, following up on the approval of the request, assisting with arranging the required insurances
- Guiding and staying in touch with Host Families and Au Pairs during the whole duration of their stay
- Supervising the exchange year, monitoring the relationship between the Host Family and the Au Pair through emails, video calls and in-person meetings
- Mediating any issues that arises between the Host Family and the Au Pair; if needed, TOSS will mediate, solve problems and take care of the Au Pair during his/her stay in the Netherlands
- Providing service to the Host Family and the Au Pair in case of emergencies

IV. 3. For Filipino Au Pairs, we offer extra services:

- Preparing the legalized contract for signing at the Philippine embassy in The Hague
- Guiding the Au Pair in getting a visa and participating in the Commission on Filipinos Overseas (CFO) seminar procedure

IV. 4. Terms and Conditions for the Basis for services by TOSS au pair services

- TOSS shall hold the Host Family responsible in the event of any non-compliance to the General Terms and Conditions mentioned in this agreement.
- Even though all the information provided by the Au Pair is checked as far as possible/applicable, TOSS is not liable in any fashion for the correctness and accuracy of the information and date as provided by the Au Pair.
- TOSS is not responsible for the costs made by the Host Family, neither responsible for any damage, nor any subsequent damage caused by the Au Pair during his/her stay with the Host Family.
- TOSS expects cooperation on fulfilling these duties from the Host Family. If the Host

Family fails in meeting this agreement, TOSS will consider recovering its damages by holding the Host Family responsible.

- TOSS shall hold the Host Family responsible for any damage if the Host Family did not report relevant changes during the stay of the Au Pair within 2 working days from the moment of the relevant change. The Host Family shall inform TOSS through a confirmed e-mail.
- TOSS shall process the documents of the Host Family and the Au Pair (in order to prepare the TEV/VVR application). TOSS cannot be held responsible in case the processing of the documents is not running quickly or smoothly (also if this delays the arrival date and flight ticket of the Au Pair) and cannot be held responsible for the decision the IND makes.
- TOSS always keeps the right to ask the Host Family for additional documentation TOSS deems relevant for the application and dossier.
- During the process of building and applying the dossier of the Host Family, the Host Family shall, in principle, restrain itself from communicating with the IND. The Host Family can best communicate with them through TOSS.
- TOSS delivers services between the Au Pair and the Host Family. The Host Family cannot hold TOSS liable or responsible for problems, shortcomings, financial or other damages, or subsequent damages that the Au Pair has caused.
- TOSS has the right to place the Au Pair with another family if the Host Family does not adhere to the criteria of the Au Pair program. In such cases, TOSS is under no obligation to offer a replacement Au Pair to the Host Family and is entitled to discontinue the relationship unilaterally without any form of payment or compensation towards the Host Family.
- The Host Family shall be in touch with TOSS and answer questions pertaining to the Welfare of the Au Pair.
- The family will encourage the Au Pair to join TOSS events and communicate with the agency.
- In case TOSS loses its license with the IND, TOSS is not responsible for the continuation of services for existing families and Au Pairs and a refund will not be given to the existing Host Families. TOSS will however offer support during the transition process with other agencies.

V. Payment to TOSS and refunds

V.1 Full Service: The Host Family shall pay 50% of the service fee to TOSS if the Host Family wishes to contact the au pair candidates provided by TOSS. The remaining 50% of the fee shall be paid as soon as the au pair visa application (TEV/VVR) has been approved.

V.2 Self-match: The Host Family shall pay the service fee to TOSS as soon as the au pair visa application (TEV/VVR) has been approved in case of a self-match. Payment shall be made within fourteen (14) days of the date of the invoice by transfer to the account specified by TOSS.

V.3 In the event of a late or incomplete payment, the Host Family will be reminded in writing (by e-mail). If payment is not made on time, the Host Family shall be in default without notice of default being required. Without prejudice to its other obligations, the Host Family shall owe interest of 1.7% per month on the outstanding amounts from the due date of the invoice until the date of payment in full.

Complaints regarding an invoice must be submitted in writing to TOSS within seven (7) calendar days of the invoice date. Invoking the right to complain does not suspend payment obligations.

V.4 In case the Host Family breaks the rules of the Au Pair program, TOSS is under no obligation to offer to work with a new Au Pair to the Host Family and is entitled to discontinue the cooperation unilaterally without any form of payment or compensation to the Host Family.

V.5 TOSS has the right to place the Au Pair with another family if the Host Family does not adhere to the criteria of the Au Pair program or if the Au Pair requests to end the program. In such case, TOSS is under no obligation to offer a replacement Au Pair to the Host Family and is entitled to discontinue the relationship unilaterally without any form of payment or compensation

V.6 Matched by TOSS (full service)

Cancellation of the program before the visa has been requested

- In case the visa request has not been sent to the IND yet and the Au Pair candidate TOSS provided decides to or has to cancel his/her plan to come to the Netherlands, TOSS shall try its best to find a new adequate candidate Au Pair.
- If the Host Family does not request for a new Au Pair within 1 month, TOSS will refund 90% of the fee to the Host Family.

Cancellation of the program after the visa has been requested

- In case the Visa application has been requested to the IND and the Au Pair candidate TOSS provided decides to or has to cancel his/ her plan to come to the Netherlands TOSS shall try its best to find a new adequate candidate Au Pair.
- If the Host Family does not request for a new Au Pair within 1 month after cancellation, TOSS will refund 70% the agency fee to the Host Family.

Cancellation of the program After the Arrival of the Au Pair

- In case the Au Pair TOSS provided decides to cancel and terminates the agreements made with the Host Family (changing of Host Family or returning to his/her home country) within below mentioned months (2, 4 and 6 months) of his/her stay in the

Netherlands and TOSS decides that there were no specific reasons related to the Host Family why the Au Pair has made this decision, TOSS shall offer the Host Family to work on applying for a new Au Pair with below payment conditions.

- Within the 2 months of his/her stay, application for a New Au Pair without charging Agency fee, TOSS will only charge the IND cost.
- Within the 4 months of his/her stay, application for a New Au Pair in which TOSS will charge 50% of the Agency fee plus IND cost.
- Within the 6 months of his/her stay, application for a New Au Pair in which TOSS will charge 75% of the Agency fee, plus IND cost.

In the situations stated above, the Host Family shall pay the full amount for the Visa Application Fee (fee to Dutch IND office) and a new Au Pair insurance for the new Au Pair (mandatory for Filipino au pairs).

However, the offer will expire if the Host Family does not request a new Au Pair within X months. In this case, TOSS will not refund the Agency Fee.

The items stated above are not applicable for Host Families who found their own Au Pair (Self-Matched).

Self-match

Cancellation of the program before the visa has been requested

- In case the application has not been sent to the IND yet and the self-match au pair candidate or the Host Family decides to or has to cancel the Au Pair agreement, TOSS will charge 20% of the Agency fee for working with a new self-match candidate.

Cancellation of the program after the visa has been requested

- In case the application has been sent to the IND office and the self-match au pair candidate decides to or has to cancel the Au Pair agreement, TOSS will charge 20% of the Agency fee for working with the new Self-match au pair candidate.
- If the Host Family does not request a new Au Pair within 1 month, TOSS will refund 75% of the agency fee to the Host Family.

Cancellation of the program After the Arrival of the Au Pair

- In case the self-match Au Pair candidate decides to terminate the agreements made with the Host Family (changing of Host Family or returning back to his/her home country) within below mentioned months (2, 4 and 6 months) of his/her stay in the Netherlands and TOSS decides that there were no specific reasons related to

the Host Family why the Au Pair or the Host Family made this decision, TOSS shall offer the Host Family to work on applying a new Au Pair with below payment conditions.

- Within the 2 months of his/her stay, application for new Au Pair with 25% the agency fee, plus IND cost.
- Within the 4 months of his/ her stay, application for new Au Pair with 50% the agency fee, plus IND cost.
- Within the 6 months of his/ her stay, application for new Au Pair with 75% the agency fee, plus IND cost.

In the situations stated above, the Host Family shall pay the full amount for the Visa Application Fee (fee to Dutch IND office) and a new Au Pair insurance for the new Au Pair (mandatory for Filipino au pairs)

However, the offer will expire if the Host Family does not request a new Au Pair within x months. In this case, TOSS will not refund the Agency Fee.

VI. Au pair's departure

- The Host Family and the Au Pair understand that the Au Pair needs to deregister from the Municipality personally, cancel her basis insurance and care allowance, and return the Dutch ID card to the IND office 5 days before leaving the country. This is the responsibility of the Au Pair and TOSS will not be obligated to bear any financial debts or be responsible for any unpaid invoices.
- The Au Pair needs to leave the country before his/her Dutch ID card expires. Both parties must check the Dutch ID card of the Au Pair before booking the ticket to leave the Netherlands. For example, if his/her ID card expires on 01-01-2025, he/she has to leave the Netherlands on 31-12-2024 before midnight. Both parties agree to send the flight ticket information to TOSS before departure date of the Au Pair.
- The Au Pair and Host Family understands that they shall send an official confirmation to TOSS upon leaving the Netherlands and will submit a copy of the relevant documents as proof for departure. This has to be submitted to the IND.
- The Host Family will make sure the Au Pair is sent off to the airport or pays for the taxi.

VII. Personal Data and Privacy

The Host Family authorizes TOSS to give the IND or any other official government institute, the personal information (in their dossier) of the Host Family, if government organizations request this information. The authorization is valid from the moment the Host Family-Au Pair is signed until five years after the official 'exchange' status of the Au Pair ends. TOSS does not give information on, or personal data of the Host Family to other organizations or people.

The Host Family authorizes TOSS to request and obtain personal data of the Host Family through the employees of the IND during the period this agreement is valid. TOSS (normally does not request personal information and) shall only request information from the IND if this is needed, or relevant for the dossier. TOSS shall inform the Host Family on the request to the IND upfront by e-mail.

The documents (Host Family Agreement, Host Family Au Pair Agreement and Au Pair Agreement, etc.) stay as Toss property; the Host Family does not obtain the right to copy these documents or show them to others. The Host Family shall store the documents safely.

VIII. Governing Law and Disputes

This agreement, and terms and conditions are subject to the Dutch law; it shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute that might occur between the parties shall be settled by the Courts of Law in the Netherlands.

If as a result of a change in the law, and/or judicial ruling one or more articles of this agreement become void, the remaining articles shall stay valid.

The Terms and Conditions apply to Au Pair and Host Family Agreement. Insofar as the Au Pair and Host Family Agreement and Terms and Conditions conflict with each other, the provisions in the Au Pair and Host Family Agreement prevail.