



## YES in Spain Au Pair Program Commitments of the Au Pair

Name of Au Pair: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

### 1. PURPOSE

I declare that I have understood all the information provided by the Agency (YES in Spain) in which they have explained with detail and clarity all of the conditions, responsibilities, rights and obligations relating to the Program, and how to comply with all of the requirements established by the Agency and the Program.

I know that this “au pair” program consists of a Cultural Exchange Program and thus does not include a labor contract nor labor relation, and that my incorporation into the host family implies the acceptance of their customs and collaboration in childcare and domestic tasks. I am fully conscious of the nature of the responsibilities and the acquired obligations I will assume as a participant of the aforementioned Exchange Program.

### 2. OBLIGATIONS OF THE AU PAIR

- a. Information: In this act, I declare that I have freely and explicitly answered all of the questions formulated by the Agency “YES in Spain”, in all honesty and detail, and that the contributed information is truthful and sufficiently brought up to date, accepting in its totality and without reservation the conditions previously negotiated and mutually agreed upon with the host family. I am aware of the risks involved in the concealment of personal circumstances, deficiencies or of chronic illnesses, that could put at risk my integrity or other people, and therefore assume every resulting responsibility of the partial or total breach of obligation.
- b. Authorization: I explicitly authorize that my Au Pair application, including photographs and documents sent to “YES in Spain” be accessible to possible host families for appraisal with the exclusive purpose of effecting the formalization of a Cultural Exchange Program. “YES in Spain” guarantees in all cases not to give any official identification document or Statement of Health form to possible host families.
- c. Travel and Transfers: In accordance with the exchange through “YES in Spain”, I will personally assume the processing of documents and manage the administrative procedures necessary to facilitate my order and legal travel and entrance into Spain, including passport, visas, medical documentation, etc.). As soon as I reserve my trip, I will contact “YES in Spain” to inform the Agency and the host family regarding the details of my trip, and to arrange my transfer from the airport or station of arrival. I understand that I am not to travel to Spain until I have received a Confirmation document from the Agency.

- d. Expenses: I am responsible for all of the roundtrip travel expenses to Spain, as well as other voluntary and/or personal expenses that I might have in my destination, such as telephone calls, language courses, toiletries and the like. I will also have a contingency fund to handle unforeseen expenses, as well as the cost of return to my home country.
- e. Living conditions: I agree to comply with the established conditions set by the Agency that are subsequently indicated but not exclusively named: number and distribution of contribution hours and participation in domestic tasks, rights and supposed conditions of the au pair, allocation in concept of pocket money, free time, period of leisure vacation, language courses, transportation cost, insurance, the agreement of finalization of the exchange period and other specified conditions.

I personally agree that one of my tasks for the host family, more than anything, is that of childcare. Due to the delicate nature of this work, I agree to always work under the instructions of the family. Under no circumstance will I leave the children alone under my charge, nor will I whip or punish them, with the limit to utilize solely the sanctions system previously agreed upon with the family.

Likewise, I accept to collaborate with the routine tasks of the maintenance of the home and in the cleaning of the house, besides keeping my designated room clean and orderly.

I am aware that my presence in the home of the host family also includes responsibilities as a member of the household, and that I should integrate myself into their customs and respect them. Consequently, I will consult their opinion on how to perform the functions that will be entrusted to me in a satisfactory manner.

If there should arise a situation or should I have a question or issue that cannot or should not be resolved directly with the host family, I vow to contact the Agency, "YES in Spain" in order to find a reasonable solution for all parties concerned. In the extreme case of not finding any appropriate solution to the stated problem, and because of it, the Exchange Program has had to cease, the time limit of notification should be respected according to the general principals of the Program. During this period, I will continue to comply with the obligations set forth by the Program, as the family will with theirs. This means that I will continue with my duties as an au pair and the family will continue to provide me with lodging, maintenance and pocket money. The time limit will be a maximum of 15 days.

- f. Other Obligations and Responsibilities: I exonerate freely and explicitly "YES in Spain" of every resulting responsibility of any decision, action, omission or conduct carried out by myself during the entire period of the Exchange. Included in this is the understanding that I am consequently renouncing any demand of compensation or other similar nature of the Agency in case of any accident, illness or personal incident that should occur during the departure and return trips to Spain with its corresponding transfers. I promise to immediately notify the Agency if there will be any change in my application. In the event that I fail to fulfill the agreement with the host family or I have inefficiently executed the task, and for that reason the family decides to relieve me from my duties as an Au Pair, I should return to my country, freeing the host family of all its obligations from the moment of the dissolution of the present Agreement,

and exonerating “YES in Spain” of all types of obligations and responsibilities on the matter, including any expenses.

3. CAUSES OF DISSOLUTION (TERMINATION OF AGREEMENT)

I accept the termination of the Agreement, without any remuneration, for the following conditions:

- I cancel the Agreement or I violate the acquired commitments with the Agency
- I conceal relevant information or falsify information in the Application form
- I am unable to perform my duties as an Au Pair or I violate the norms of the host family (including but not limited to: hour of arrival, tobacco, outlined responsibilities, etc. ), and for that reason, should the family decide to conclude the agreement, I should return to my home country
- Physical punishment of children or leaving the children alone
- I carry out illegal activities in Spain
- Any other activities that could risk or endanger the security of the host family, or some economic responsibility I could cause them or anything else that is explicitly unauthorized

4. DEPARTURE FROM THE HOST COUNTRY

I agree to leave Spain before the expiration (of the maximum time limit) of my visa, and in the case of breach, I exonerate “YES in Spain” and the host family of any responsibility for the breach of this obligation.

5. RULE

The present Agreement will be governed for by the Ratification Instrument of June 24, 1988 (BOE N° 214, September 6, 1988), by which Spain incorporated to the Agreement of November 24, 1969 of the Council of Europe on the “Au Pair” Regime.

Signature of Au Pair: \_\_\_\_\_