



THIS REPLACEMENT AGREEMENT made the _____ day of _____ in the year _____.

BETWEEN:

INTERNATIONAL NANNIES & HOMECARE LTD,
a Canadian company situated at Suite 512 - 402 West Pender Street,
in the City of Vancouver, in the Province of British Columbia, V6B 1T6
(Hereinafter the “AGENCY”)

AND:

(Hereinafter the “EMPLOYER”)

WHEREAS the Agency carries on the business of locating, assessing, screening and referring persons who want to work as Au Pairs through the International Experience Canada Program;

AND WHEREAS the Employer has engaged the services of the Agency for the purpose of making an offer of employment to one of these Au Pairs;

NOW THEREFORE WITNESSETH that in consideration of the mutual promises contained herein the parties agree to the following: (Please provide your initials in the boxes below)

1. The sole service of the Agency is to refer potential Au Pair candidates to the Employer based on the particular needs of the Employer and their family. The Agency will provide in-depth information about each candidate they refer to the Employer. While the Agency cannot guarantee the accuracy of this information, the Agency will not knowingly provide information that is false or misleading. _____
2. The Employer acknowledges that it is their sole responsibility to evaluate and make the ultimate hiring decision based on this information, and will not hold the Agency accountable if the information provided proves later to be inaccurate. _____
3. After interviewing their top candidates, the Employer will select the candidate to whom they wish to make an offer of employment and notify the Agency. The Agency will then facilitate both the drafting and confirmation of the Employment Contract, and assist the Employer with preparations for their Au Pair’s arrival. _____
4. The Employer acknowledges that the Agency is only a referral agency, not an Employer, Co-Employer, nor Independent Contractor, and therefore cannot and will not assume any responsibility for the performance of the selected Au Pair. To that effect, the Employer unconditionally releases the Agency and all of its Employees, including Immigration Consultants, Recruiters, Agents, Officers, and Directors, and will not hold them liable nor pursue legal action against them for any personal property damage, injury, loss, delay or expense of any sort incurred by the Employer related to the selection, hiring, or performance of the Au Pair.

This includes, but is not limited to, any costs or fees incurred by taking a contract-related or other issue with the employed or formerly employed Au Pair to court, unless the Agency has knowingly provided false or misleading information or committed fraud (this includes but is not limited to acts of God, acts of war, government restrictions, or any action taken or incident caused directly or indirectly by the Au Pair, regardless of whether it was committed intentionally or negligently). _____

5. The Agency is not and cannot be held responsible for any Income Tax, Worker's Compensation Premiums, Canada Pension Plan or Employment Insurance remittances to the Canadian Revenue Agency or any other government, crown, or private sector corporation premiums and/or fees associated with employing an Au Pair. It is the sole responsibility of the Employer to remit the aforementioned premiums to the corresponding institutions. _____

6. The Employer is not responsible for the travel costs the Au Pair will incur upon coming to or traveling in and around Canada. It is the sole responsibility of the Au Pair to cover these costs as well as obtain medical insurance coverage for the duration of their time in Canada. If your replacement Au Pair is already in Canada and will be traveling from another province, the agency recommends that the Employer cover the costs. _____

7. The Employer is responsible for checking with their insurance company prior to adding their Au Pair to their car insurance cover. Please note: additional charges may be incurred depending on the applicant's country of origin in regards to driver's licenses. _____

8. The Employer agrees to pay the Agency a Replacement Fee of \$_____ plus tax at the time of signing this Agreement and acknowledges that the **replacement Fee is non-refundable under any and all circumstances.** _____

(PLEASE NOTE: The Agency may ask for a current Criminal Record Check if the Employer's has expired from their previous placement. The police clearance must be received no later than 2 weeks after the arrival of your Au Pair. If you do not provide a current CRC then our follow up services are void and inapplicable.) _____

9. There is no replacement guarantee offered for a Replacement Au Pair. If your new Au Pair does not work out, we do not offer a second replacement. If you would like to get a new Au Pair, it will be considered a brand new placement and you will be required to pay the full program fee. _____

10. In the event the Employer or the Employee wishes to terminate the Employment Contract, they must give the other party two weeks written notice and provide the Agency with a separate notice signed by both parties, which acknowledges the impending termination. _____

11. The Agency asks that if the Employer should require notice to be given to the Agency pursuant to this Agreement, this notice will be given in writing to the Agency at its chief place of business, situated at Suite 512 -402 West Pender Street in the City of Vancouver, in the Province of British Columbia, V6B 1T6. _____

12. In addition, the Employer further understands that in the event the Agency must seek collections for the aforementioned fees or any portion thereof, the Employer shall be responsible for all costs of such collections, including court costs and reasonable lawyer's fees, and will incur interest of 1% per month until payment is received. _____

13. The Employer finally acknowledges that they know the differences between a Nanny and an Au Pair and the distinction in the childcare services they are able and expected to provide, as outlined in the Au Pair Brochure. I understand that I, the Employer, may be required to provide my Au Pair with some training, which may include but is not limited to day-to-day childcare, childcare-related housekeeping, and cultural awareness. _____

Signature of Client/Employer

Signature on behalf of Agency

Print Name

Print name

Date

Date