

## TERMS & CONDITIONS

In consideration of you, the American Institute for Foreign Study Inc., herein after referred to as 'AIFS', accepting me for their Au Pair in America, Au Pair Extraordinaire or EduCare in America program, I hereby undertake and agree as follows:

### I.

a) I will complete all visa and screening requirements in accordance with the instructions given and will be responsible for obtaining a valid passport and complying with all vaccinations and immunization requirements.

b) I will only accept a placement with a host family whom I have interviewed with personally by telephone. I will review all Pre-departure Training materials and attend all sessions during the Orientation program.

c) I will be present in good time for all flights or other transportation provided or arranged by AIFS. AIFS will not provide or be responsible for alternative transportation except in the case of illness or accident in accordance with its group insurance policy.

d) I will abide by all appropriate regulations and instructions of the US Government and obey all applicable laws.

### II.

a) As a participant on the Au Pair in America or Au Pair Extraordinaire program, I will provide childcare up to 45 hours per week and not more than 10 hours per day, for a period not exceeding the 12 months granted under the terms of my visa. As a participant on the EduCare in America program, I will provide childcare up to 30 hours per week and not more than 10 hours per day, for a period not exceeding the 12 months granted under the terms of my visa.

b) I will carry out my childcare and other responsibilities to the host family to the best of my ability and with due respect and will take full advantage of the cultural opportunities and will fulfil the educational requirements in accordance with the rules set out in the brochure and applicants' handbooks.

c) At the end of my stay I will return to my home country on or before the expiry of my 'duration of stay' as determined by US Immigration and will not attempt to return subsequently to the United States without a valid and current US visa.

d) I understand that program flights will depart from and return to designated airports, so I am responsible for any costs prior to departure and upon my return. I must also make my own way to my designated US return airport at the end of the program in time for my return flight and pay any transportation costs from my family to the airport. AIFS is not responsible for airline baggage costs, airport taxes or airline fuel surcharges.

e) I understand the support system provided by the London and Connecticut offices, and affiliated offices if appropriate, and Community Counselors network. I will maintain monthly contact with my Community Counselor. I will co-operate fully with those supervising the program on my behalf for AIFS and I agree to abide by any reasonable instructions they may give me.

f) I will not accept any form of paid employment in the USA during my stay other than within my duties as a program participant with my host family.

g) While living with my host family I will be responsible for all personal debts, such as telephone calls. In the event of an automobile accident, I may be liable for up to, but no more than, US\$500 of the insurance deductible.

h) As detailed on my application, I certify that I have successfully completed my secondary school studies/training.

i) I declare that I have never been charged with or convicted of a criminal offence.

j) I understand that my application and contents herein cannot be returned to me at any time.

### **III.**

a) I understand that failing to provide full and accurate responses to the questions asked in this application, on the medical report form, at interview and on all ancillary documents, may result in the rejection of my application or termination from the program. I hereby warrant that the information I have given in the application form completed by me is accurate. I also declare that all qualifications gained and certificates and references provided, including photocopies are genuine.

b) I understand that after my acceptance my application may be withdrawn from the program at any time, should AIFS become aware of any new information which may have affected my initial acceptance for the program.

### **IV.**

I agree that I will perform my duties as an au pair to the best of my ability and indemnify AIFS, its staff, agents and all affiliated organisations from any damages, losses or claims resulting from my participation in the program.

### **V.**

I agree that AIFS may take such actions as it considers necessary regarding my health and safety during my time on the program, including securing medical treatment for me and transporting me to my home country. I release AIFS from any liability relating to the medical care received, and agree to pay for any medical or transportation expenses that are not covered by insurance.

**VI.**

I understand that, in the event of late cancellation from the program (after the visa application form has been issued) Au Pair in America and AIFS reserves the right to charge a US\$200 cancellation fee.

**VII.**

a) I understand that as a participant on the Au Pair in America or Au Pair Extraordinaire program, if for any reason I do not complete the full 12 month term of the program, I will not be entitled to any refund of the Au Pair in America Program Fee, insurance costs or any other supplementary payments for any ancillary services, and will be responsible for the full cost of my airfare to my home country.

b) I understand that as a participant on the EduCare in America program, if for any reason I do not complete the full 12 month term of the program, I will not be entitled to any refund of the EduCare in America Program Fee, insurance costs or any other supplementary payments for any ancillary services and will be responsible for the full cost of my airfare to my home country.

c) I understand that if, for any reason, I do not complete the required educational hours, I will not be eligible to extend beyond my first year on the program and that Au Pair in America will not issue me a Completion Certificate.

**VIII.**

I have read (or will read) and understand the Au Pair in America online and/or paper brochure and handbooks and agree that their terms are deemed incorporated in this agreement.

**IX.**

This agreement shall be governed by the laws of the State of Connecticut. I agree that any dispute with AIFS, its staff, agents and all affiliated organizations that is not settled informally will be submitted to binding arbitration, to be conducted in substantial accordance with the rules of the American Arbitration Association. The location of the arbitration and identity of the arbitrator will be decided by mutual agreement, with the costs to be shared equally between the parties, and the decision of the arbitrator shall be final. By signing this agreement, I understand that I am giving up my right to have any claim against AIFS, Inc. and its affiliated organizations decided in Court before a judge or jury.

**X.**

I agree to abide by the above conditions should I legally extend my stay on the Au Pair in America, Au Pair Extraordinaire or EduCare in America program beyond the initial 12 month term.

## Privacy Consent

I understand that the application to the Au Pair in America program requires me to disclose sensitive and private personal information. I understand that this application will be sent to the American Institute for Foreign Study [AIFS] office located in London and/or Bonn, and then to the American office which is located at 9 West Broad Street, Stamford, CT 06902. AIFS will then provide my application to its network of Community Counselors [who are not employees of AIFS] and to prospective Host Families in an effort to obtain a placement for me in the Au Pair in America program.

In the unlikely event of a legal claim, lawsuit or arrest in connection with my participation in the Au Pair in America program, it may be necessary to provide my application to attorneys, insurers, or the United States Department of State [which regulates the program] and, if AIFS receives a valid Court order or subpoena, to whatever entity is determined to have a legal right to obtain this information. The AIFS Privacy Policy provides that my personal information will not be disclosed to any other parties unless I am given notice and an opportunity to object. AIFS takes reasonable precautions to protect personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction.

By completing and submitting the application, I am authorizing AIFS to disseminate the information that is contained in my application in the manner and for the purposes set forth above. I understand that I may revoke this consent at any time and I can request access to my personal information by sending a written request to the American Institute for Foreign Study, Inc., Attention: Privacy Officer, 9 West Broad Street, Stamford, CT 06902

Please confirm you agree you have read the above terms and conditions and agree to abide by their declarations and clauses by selecting 'I Agree'