



## AAPFA- Australian Au Pair Families Association

### Code of Conduct

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The AAPFA is an independent advocate to represent the Au Pair industry in Australia. Our service is free to all Au Pairs staying with Host Families who have adopted the national standards as defined below any time during hosting.

It is our aim that both Au Pairs and Host Families have a unique, safe and enjoyable cultural experience. AAPFA has adopted high quality national homestay and international Au Pair guidelines as standards for the Au Pair industry in Australia. Au Pairs are advised to ask for confirmation that their potential host family follows the AAPFA code of conduct. Families shall state this when advertising their position.

AAPFA can be contacted by both Host Families and Au Pairs in relation to:

- Cultural awareness and integration
- Visa and migration referral
- Fair work conditions
- Accommodation standards
- Safety and Security
- Health and liability insurance
- Travel arrangements
- Counselling referral
- Critical Incidents
- English language courses

# STANDARDS

The following standards should be adopted as the bench mark for care and welfare of all young adults from overseas being hosted as a live-in Au-Pair.

## Pre-Acceptance Information Au Pairs

A Host Family **cannot** accept an Au Pair who has not given proof of the following documents:

- Visa confirmation<sup>1</sup>
- Adequate overseas health cover, which could be a reciprocal agreement between Australia and the home country of the Au Pair. Overseas health cover with 'no excess' is recommended. (AAPFA recommends optional liability insurance in connection with overseas health cover)
- A valid driver's licence if needed for the Au Pair position, which should be either in English or accompanied by a current international driver's licence<sup>2</sup>
- Emergency contact details of the Au Pair (address, email phone numbers of parents/close relatives and/or friends in their home country).
- Police check from the home country, including a working with children check if available.<sup>3</sup>
- Confirmed flight details to arrange pick-up at the airport<sup>4</sup>

## Pre-Acceptance Information Host Families

The Host Family will submit the following to the Au Pair for acceptance of the offer:

- Full contact details of the Host Family (full name(s), street address, email and phone numbers) for the Au Pairs to inform their parents/emergency contacts back home.
- A written outline of the agreement which should include
  - A copy of the Host Family's online profile.
  - A sample work schedule of a typical week, indicating where flexibility is needed, a list of Au Pair tasks, times the Au Pair is not required to work.
  - Agreed remuneration/pocket money and when and how this will be paid including any other benefits agreed upon.<sup>5</sup>
  - A brief introduction, can be a handbook/manual containing
    - Location of the Host Family's home, proximity to public transport, city etc.
    - General house and family rules in brief<sup>6</sup>
    - General expectations of the Au Pair
    - Background and interests of the Host Family members, incl. pets
    - How to deal with grievances
    - Notice period for change of circumstances, early termination (instant dismissal maybe justified)

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<sup>1</sup> With the confirmation of the subclass 417 or 462 visas the Au Pair has confirmed with immigration that they have access to an amount of AU\$ 5000 and have as well covered a return airfare.

<sup>2</sup> Note: An international driver's licence can only be issued in the home country.

<sup>3</sup> A working with children check is available for all EU citizens from the age they turned 14.

<sup>4</sup> Au Pairs already in the country can make other arrangements with the Host Family.

<sup>5</sup> Benefits are those who form part of the agreement, eg. provision of a mobile phone, phone credit, wifi access. The exceptions are privileges, eg. personal use of car, which do not form part of the agreement.

<sup>6</sup> It is not necessary to include operation of appliances. Manuals or brief introduction will suffice. With experience the Host Family will get a feeling what to add to the manual in the future.

## Information upon arrival of the Au Pair

the following needs to be added to the Au Pair information:

- Emergency contacts: General, incl. GP, nearest Hospital, Poison number  
Host Family Emergency Details, eg. next of kin, neighbours  
AAPFA contact details
  - AAPFA.office@gmail.com
  - <https://www.facebook.com/AAPFA.Inc>
- Other useful contact details, eg schools, kindergarten etc.

## Standards of the Host Family's home:

- All of the Host Family's home has to be of an appropriate standard, both for the Au Pair and the children in care.
- The Au Pair room should be of reasonable size, being adequately furnished with a bed and a wardrobe being the minimum, has both a functional window and functional door.  
Depending on location, adequate heating and/or cooling needs to be provided.
- All electrical equipment shall be explained to the Au Pair before first use.

## A Registered Au Pair Host Family will further comply with the following:

- Ensure appropriate support for the Au Pair to experience the culture of the local region and encourage the sharing of the Au Pair's own culture with their Host Family.
- Provide a structure for orientation, community interaction and network for the Au Pair.
- Host liability insurance<sup>7</sup>.
- Householders insurance covering au pair's personal effects while residing at the premises<sup>8</sup>.
- Attendance of an online training for Host Families with certificate.<sup>9</sup>
- A documented agreement to be signed by both parties outlining appropriate policies and the host obligations.
- Statement of criminal records for every adult member of the Host Family household.
- Referral to English education providers (non-commercial acceptable, e.g. libraries, churches)
- Registered Host Families may display the AAPFA logo together with their unique approval number wherever they advertise the position. Non-registered Host Families may refer to the AAPFA and display the AAPFA logo with the wording "We adopt the standards of the AAPFA – we are a NON-registered Host Family".

## Reasonable Pocket Money

Au Pairs are living in a private arrangement with their Host Family, Au Pairs are not employed as such. AAPFA has adopted in cooperation with the AHN a reasonable approach to identify the value of cost of living in the family home,<sup>10</sup> embedded in the context of National Minimum wages<sup>11</sup>, considering an award less industry and that Au Pairs generally have no recognised qualification in Australia.

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<sup>7</sup> Insurance recommendations provided by AAPFA, WorkCover for domestic workers is essential.

<sup>8</sup> Host Families may ask the au pair to bring own liability insurance for accidental damage within the host's home and a contents and personal effects minimum of not less than \$10,000.

<sup>9</sup> The Host Family has been assessed about reasonability of work load and tasks of the Au Pair and being directed how to deal with grievances to prevent the Au Pair from burn out, physical and emotional distress.

<sup>10</sup> <http://www.homestaynetwork.org/public/ahn-national-homestay-fee-structure>

<sup>11</sup> [https://www.fwc.gov.au/documents/documents/modern\\_awards/award/ma000104/default.htm](https://www.fwc.gov.au/documents/documents/modern_awards/award/ma000104/default.htm)

# CODES OF CONDUCT FOR AU PAIRS AND HOST FAMILIES

The success of au pair programmes worldwide depends on the serious commitment of the participants themselves. For this reason, the AAPFA – Australian Au Pair Families Association has adopted the codes of conduct for au pairs and host families developed by the IAPA with consideration of local customs.

It is recommended that the following agreements be signed by, respectively, au pairs and host families before entering into an agreement.

I/we confirm that we have answered all questions honestly and that all information in my/our profile (including description of au pair duties / experience with children) is true and complete, with no important fact being omitted for the Au Pair and/or Host Family to make an informed decision.

Please find on the following pages:

- Au Pair Agreement
- Host Family Agreement



## Au Pair Agreement

1. I, \_\_\_\_\_, confirm that I have read all written materials provided by the host family in Australia and that I fulfil all criteria. I understand that this is a cultural exchange and not a contract of work. I am aware that being an au pair requires a high degree of both responsibility and flexibility and that I must take my duties seriously.
2. I understand that as an au pair I shall behave in a mature and responsible manner and respect cultural differences.
3. I confirm that I have answered all questions honestly and that all information provided in application forms, other correspondence and verbal interviews is true and complete.
4. After accepting the au pair position, I shall stay in touch with my host family and shall inform them of my travel arrangements.
5. I shall familiarise myself with all (if any) visa requirements on the official website [www.immi.gov.au](http://www.immi.gov.au) and ask my host family for assistance where needed. I shall obtain necessary documents (e.g. a valid passport, international drivers licence, police check, health cover) prior to departure and shall not enter my host country without a proper visa (if required).
6. I am familiar with and agree to abide by all AAPFA guidelines and conditions, in particular those regarding:
  - a. the number of working hours,
  - b. au pair duties,
  - c. pocket money,
  - d. free time,
  - e. holidays (if any),
  - f. language courses,
  - g. transportation costs,
  - h. insurance and
  - i. the termination of an au pair arrangement.
7. I shall discuss in detail with my host family the daily or weekly routine and my and their expectations of the au pair agreement.
8. I understand that my childcare duties are of prime importance and I shall carry them out responsibly in a caring and considerate manner.
9. I understand that I shall be asked to undertake light household duties and to make a fair contribution to the cleanliness of the 'common' areas of my host family's home and I agree to keep my own room(s) clean and tidy.



10. I shall seek the advice of the host family before administering any form of discipline on the children. Under no circumstances shall I physically, emotionally or verbally abuse the children or leave them unattended.
11. I agree to abide by all house rules set by the host family (e.g. use of telephone and facilities within the home, daytime and overnight visitors, curfew, smoking, etc.). During my stay I shall behave in a manner which does not reflect badly upon my host family or sets a bad example for the children.
12. I shall discuss and agree my free time arrangements with my host family well in advance.
13. I shall make a concerted effort to experience the culture of Australia and to learn English. I shall respect cultural differences and display tolerance towards others.
14. I shall make every effort to resolve any differences with my host family. If I have any problems or questions which cannot be discussed and resolved with the host family, I shall contact AAPFA for advice, support and/or mediation.
15. If no solution can be reached and I have to leave the host family, I understand that a notice period must be respected and observed in accordance with AAPFA guidelines. During this time period, I shall perform my normal duties and I shall continue to receive room, board and pocket money.
16. If I change a host family I will provide my new host family with the contact details of my previous host family or an AAPFA consultant for a reference.
17. I understand that I shall be expelled from the family without compensation if
  - a. I considerably or continually fail to abide by this agreement or AAPFA guidelines.
  - b. I falsify any information in my application (e.g. regarding smoking, child care experience, health, etc.), including omitting important facts.
  - c. I begin my au pair stay without the appropriate visa.
  - d. I administer corporal punishment to a child, verbally abuse or neglect a child. This applies to children in my care but also other minors whilst being an au pair.
  - e. I am responsible for repeated problems with several host families.
  - f. I disobey the laws of Australia.
18. I agree to leave Australia before my visa or residency permit expires (if applicable).
19. I shall not undertake any other paid employment without prior permission of my host family in writing and will always set my host family as a first priority.
20. I shall notify the host family immediately if there are any changes to the information included in my application.

Date \_\_\_\_\_ Signature \_\_\_\_\_



## Host Family Agreement

1. We, \_\_\_\_\_, confirm that we have read all written materials provided by AAPFA and that we fulfil all criteria to host an au pair. We understand that hosting an au pair is a cultural exchange and shall treat our au pair as a member of the family and not hired help.
2. We confirm that we have answered all questions honestly and that all information in our profile (including description of au pair duties) is true and complete for the au pair to make an informed decision.
3. We shall not encourage our au pair to travel to our family before our au pair has obtained the appropriate visa (if required) and (overseas) health cover. After acceptance of our offer, we shall stay in touch with our au pair for pick-up arrangements at the nearest airport or train/bus station on her/his arrival in Australia.
4. We agree to provide room, board and pocket money as specified in the AAPFA guidelines.
5. We are familiar with and agree to abide by AAPFA guidelines regarding:
  - a. accommodation requirements
  - b. board requirement
  - c. insurance,
  - d. au pair duties,
  - e. the number of working hours,
  - f. pocket money,
  - g. free time,
  - h. holidays,
  - i. language courses,
  - j. transportation costs,
  - k. termination of the au pair arrangement and
  - l. any other related conditions.
6. We shall discuss with our au pair in detail our and her expectations of the au pair arrangement, including a written or verbal explanation of the weekly or daily routine, her precise duties, time off and advice on handling the children. We are aware that our au pair will need time to adjust to the new surroundings and responsibilities and shall, accordingly, provide our au pair with a familiarisation period.
7. We understand that we are inviting the au pair in our home primarily to take care of our children. We understand that we can ask the au pair to undertake all child related light household duties and make a fair contribution to the cleanliness of the “common” areas of our home in addition to keeping her own room(s) clean and tidy.
8. We shall give our au pair regular reports on her progress and performance throughout the stay.



9. We shall set house rules (e.g. use of telephone, internet and facilities within the home, daytime and overnight visitors, curfew, smoking, etc.) for our au pair.
10. We shall discuss and agree the free time arrangements with our au pair well in advance.
11. We shall introduce our au pair to the culture of Australia and will assist in the learning of the English language. We understand that as participants of a cultural exchange we shall behave in a responsible manner and shall respect cultural differences and display tolerance towards our au pair.
12. We agree to ensure that our au pair is treated with respect and courtesy at all times.
13. We realise that the success of the au pair agreement depends largely on our own initiative. We shall try to integrate our au pair into our family life and encourage our au pair to openly communicate with us, should any problems arise, and actively seek a solution. We will provide our au pair with the AAPFA contact details for independent advice.
14. We shall make every effort to resolve any differences with the au pair. If we have any problems or questions which cannot be discussed and resolved with the au pair, we or the au pair shall contact AAPFA for a mediator to assist in accordance with the procedures advised by them.
15. If no solution can be reached and the au pair agreement needs to be terminated, we understand that a notice period must be respected in accordance with AAPFA guidelines. During this notice period, the au pair shall perform normal duties and we shall continue to supply the au pair with room, board and pocket money
16. We understand that the au pair has a right of instant termination and reporting us to AAPFA if:
  - a. AAPFA confirms that we fail to abide by this agreement and AAPFA guidelines.
  - b. We have falsified or failed to disclose any material information in our information to the au pair.
  - c. We accept the au pair in our home without an appropriate visa.
  - d. We are responsible for repeated problems with au pairs.
17. We shall notify the AAPFA immediately if there are any material changes to the information included in our AAPFA membership.
18. Should we decide to stop hosting au pairs, we shall inform the AAPFA.

Date \_\_\_\_\_

Signature of Host Mother \_\_\_\_\_

Signature of Host Father \_\_\_\_\_