

**Au pair hosting agreement**  
drawn up on the basis of the amended law of 18 February 2013 on au pairs

This au pair hosting agreement is entered into subject to a condition precedent of the granting of the approval of the host family and of the approval of the young au pair

between

the host family hereinafter referred to as:

|   |           |
|---|-----------|
| <b>Approval number as a host family (if already assigned)</b> | <b>FM</b> |
| <b>Mrs/Ms/Mr</b>  |           |
| <b>And (if applicable)</b>                                    |           |
| <b>Mrs/Ms/Mr</b>  |           |
| <b>Place of residence</b>                                     |           |
| <b>Address - street and number</b>                            |           |
| <b>Address - postcode and locality</b>                        |           |

and

the young au pair hereinafter referred to as:

|  |  |
|--|--|
| <b>Surname</b>                                     |  |
| <b>First name</b>                                  |  |
| <b>Date of birth<sup>1</sup></b>                   |  |
| <b>Place of residence in the country of origin</b> |  |
| <b>Street and number</b>                           |  |
| <b>Postcode and locality</b>                       |  |
| <b>Country</b>                                     |  |

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<sup>1</sup> The young au pair must be at least 18 and under 30 years of age at the beginning of the au pair hosting

## TERMS AND CONDITIONS

The young au pair will be hosted with the host family for a duration of [ ] months for the following period: from [ ] until [ ]. The duration of the au pair hosting may not exceed one year. If the duration and period of the hosting were to change, the family agrees to provide the new dates to the National Youth Service ("*Service national de la jeunesse*" or "*SNJ*") by sending an amendment to the agreement with the new arrival and departure dates, within the limit of one year.

During the contemplated period, the host family shall offer the young au pair the opportunity to fulfil the objectives of the au pair hosting, i.e. participate in everyday family life, improve their language skills and increase their general knowledge through a better understanding of the country by encouraging the young au pair to participate in the country's cultural activities.

## OBLIGATIONS OF THE HOST FAMILY

1. The host family agrees to temporarily host the au pair in their family and to make the young au pair participate in everyday family life. In this regard, the host family makes the following statements, of which the young au pair takes note:

The host family consists of [ ] people <sup>2</sup>, including:

|  |            |                        |
|--|------------|------------------------|
|  | adults     | <i>children's age:</i> |
|  | child(ren) | years                  |
|  |            | years                  |
|  |            | ...                    |

The family lives in (please tick as appropriate):

☐ a house

☐ a flat

Made up of

[ ] bedrooms

[ ] bathroom(s)

The family employs the following domestic staff in its household: [Click or tap here to enter text.](#)  
during [ ] hours / week.

The host family's usual language is [Click or tap here to enter text.](#) The host family also knows the following language(s): [Click or tap here to enter text.](#)

2. The host family will provide the young au pair with food and accommodation. It will ensure the young au pair's free access to the housing.

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<sup>2</sup> The host family must include among its members at least one child under the age of 13 at the beginning of the young au pair's period of stay. For children who have not yet reached the age of 6, the family must provide evidence that day care is planned for the duration of the young au pair's hosting.

3. It will provide the young au pair with a single bedroom with the following amenities: [Click or tap here to enter text.](#)
4. The host family will pay the au pair on a monthly basis, on a bank account in the name of the young au pair, the fixed amount of € [     ] as pocket money (corresponding to at least one fifth (1/5) of the minimum wage). <sup>3</sup> The payment will be done every [ ] day of the month without exception throughout the hosting period, regardless of any periods of inactivity of the young au pair. In exceptional cases and should the young au pair not have a personal bank account, pocket money may be given in person against a receipt.
5. The host family will leave the young au pair sufficient time for cultural improvement as well as to take language courses in [Click or tap here to enter text.](#).
6. The host family will cover the expenses related to language courses followed by the young au pair.
7. The host family will give the young au pair at least three free evenings per week, in addition to a full day off per week and 2 extra days off per month.
8. The family will release the young au pair of their duties in order for them to attend the information session organised by the National Youth Service ("*Service national de la jeunesse*") in the months following their arrival.
9. The family offers the young au pair a projected weekly schedule to be countersigned by the young au pair (Annex II).
10. In case of illness of the young au pair, the host family shall continue to provide housing and food, and ensure that all appropriate care is given to the young au pair until the necessary arrangements have been taken. The family has the right to request a medical certificate stating the reason for the impediment and the expected duration.
11. The host family will ensure the possible early repatriation of the young au pair due to illness, accident or withdrawal of approval.
12. The host family shall take out civil liability insurance for the young au pair from an authorised insurer in Luxembourg and register the young au pair with the statutory accident insurance scheme in accordance with Articles 1 and 85 of the Social Security Code for the duration of the au pair hosting.
13. The host family agrees to authorise access to its home to agents of the National Youth Service ("*Service national de la jeunesse*") in accordance with Article 6 (3) of the law of 18 February 2013 on the hosting of young au pairs.

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<sup>3</sup> Minimum amount to be paid as pocket money since 01.01.2019: € 418/month

## OBLIGATIONS OF THE YOUNG PAIR

1. The young au pair agrees to participate in light everyday family related tasks, i.e.: <sup>4</sup> (list in detail the occupations for which the services of a young au pair will be used by referring to Annex II to hereof)
  - a.
  - b.during [] hours a day and [] hours per week.
2. The young au pair agrees not to take up any employment or self-employment for the duration of their hosting as an au pair.
3. The young au pair states that they have taken note of the host family's obligations and information, and in particular that they are aware of the language(s) used by the host family.
4. The au pair states that they understand and speak fluently the following languages:
  - a. Click or tap here to enter text.
  - b. Click or tap here to enter text.and that they have a basic knowledge of the following language(s) <sup>5</sup> : Click or tap here to enter text.
5. The young au pair will take, for the duration of their hosting as an au pair, language courses as specified under II.5. above.
6. Upon their arrival, the young au pair agrees to participate in an information session organised by the National Youth Service ("*Service national de la jeunesse*").
7. The young au pair agrees to participate in a mid-term evaluation service organised by the National Youth Service.
8. The young au pair notes that they may turn to the National Youth Service ([aupair@snj.lu](mailto:aupair@snj.lu)) in case of problems with their stay.

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<sup>4</sup> The participation of the young au pair in everyday family duties, including childcare, may not exceed five hours per day and twenty-five hours a week.

<sup>5</sup> The young au pair must have a basic knowledge of one of the languages used by the host family as well as of English or one of the three administrative languages as defined by the law of 24 February 1984 on the language regime (Luxembourgish, French, German).

#### OTHER PROVISIONS<sup>6</sup>

The parties also agree on the following:

|  |  |
|--|--|
| conditions regarding the coverage of travel expenses |  |
| conditions regarding healthcare coverage             |  |
| young au pair's participation in family leave        |  |
| arrangements for days off                            |  |
| other  |  |

This agreement is issued in three original copies, including:

- one that will be kept by the host family;
- one that will be kept by the young au pair;
- one that will be submitted to the National Youth Service ("*Service national de la jeunesse*")

The parties declare to have read the provisions and information attached hereto (Annexes I - III).

Done in

on [ ]

Signature of the young au pair

Signature of a representative of the host family

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<sup>6</sup> It is highly recommended to include any specific arrangement between the signatories in this agreement.

## **ANNEX I: Provisions on the law of 18/02/2013 on the hosting of au pairs**

The law states

- **that the hosting of an au pair may not begin before the au pair hosting agreement and the actual date of the beginning of the activity of the au pair have been communicated to the National Youth Service (“*Service national de la jeunesse*”);**
- that the young au pair must have the approval of the Minister responsible for youth and be in compliance with the provisions of the amended law of 29 August 2008 on the free movement of persons and immigration;
- that the daily participation of the young au pair in everyday family related tasks cannot be the main purpose of the stay. It may not exceed five hours per day on average over a period of one week. The weekly hours may not exceed twenty-five hours on average over a period of a month or four weeks;
- that the approval shall be withdrawn if the host family ceases to meet the conditions of approval, respectively the commitments based on which the approval was granted, or when, as a result of its actions, the host family put the safety or the physical or mental health of the young au pair at risk. The approval is also withdrawn if the host family does not meet the commitments arising from the au pair hosting agreement;
- that the approval may be withdrawn if the young au pair has resorted to fraudulent practices or has made inaccurate statements to obtain it. It may also be withdrawn if the young au pair does not comply with the conditions or the commitments made, to which the granting of the approval was subject;
- that the au pair hosting agreement may be terminated early with immediate effect in the event of force majeure or serious misconduct of one of the parties and with at least one month's notice in all other cases. The party who contemplates to terminate the au pair hosting agreement must inform the other party in writing and submit a copy to the National Youth Service (“*Service national de la jeunesse*”).
- that if the host family intends to terminate the au pair hosting agreement before the term expires, it shall, prior to any decision, invite the party concerned for an interview during which the reasons for the contemplated decision are explained and the young au pair's explanations are heard. The host family and the young au pair have the right to request the mediating presence of a representative of the National Youth Service, provided that they inform the other party thereof in advance and in due course.

## **ANNEX II: PROJECTED WEEKLY SCHEDULE**

A weekly schedule template can be downloaded from [www.accueil-aupair.lu](http://www.accueil-aupair.lu); the projected weekly schedule has to be signed by both parties to the agreement.

### ANNEX III Fact sheet - tasks of the au pair

The law of 18 February 2013 on the hosting of young au pairs, as amended in 2018, provides that the au pair takes part in family related tasks 25 hours/week.

The main tasks include the supervision of children, but may also consist of light housework, especially related to the children of the host family.

Above, you will find a list with examples of tasks within the law. We recommend that you discuss with the au pair the tasks that he or she should perform and include them thereafter in this au pair hosting agreement.

| Supervision of children |   |
|-------------------------|---|
|                         | Helping the children get ready in the morning/evening (help them get dressed, prepare their bags, etc.) |
|                         | Supervising the children when they do their homework  |
|                         | Bringing and picking up children to and from nursery, school, ...                                       |
|                         | Accompanying children to their leisure activities or on outings   |
|                         | Familiarising children with their [au pair's] culture and language                                      |
|                         | Playing with the children on a daily basis  |
|                         | Having meals with the children/helping children have their meals  |
|                         | Supervising children in the evening in the absence of parents ("babysitting")                           |

| Light housekeeping |  |
|--------------------|--|
|                    | Washing, ironing, folding the children's laundry   |
|                    | Making small meals with/for the children   |
|                    | Running small errands  |
|                    | Emptying the dishwasher  |
|                    | Tidying up the children's bedrooms   |
|                    | Cleaning, tidying up their [au pair] <b>own</b> bedroom and possibly their [au pair] <b>own</b> bathroom |

#### CAUTION!

The au pair is neither a housekeeper nor a professional educational assistant! The following tasks should, in principle, not be performed by the young au pair, unless explicitly agreed by the au pair. The au pair hosting agreement is the right place to include this arrangement if appropriate. The 25 hours per week shall not be exceeded under any circumstances!

| Tasks not to be performed by the au pair |  |
|--|--|
|  | Cleaning private spaces of the host family (e.g. parents' bedroom or bathroom) |
|  | Cleaning the garage, the attic, the basement, etc.                             |
|  | Washing the car  |
|  | Gardening  |
|  | Doing laundry for the whole family   |
|  | Preparing meals for the whole family   |



## **ANNEX IV: Fact sheet - processing of personal data**

The purpose of this annex is to lay down the conditions under which the National Youth Service ("*Service national de la jeunesse*", hereinafter referred to as "SNJ") collects and processes personal data of host families and young au pairs.

### What personal data is processed by the SNJ?

The SNJ is required to collect the following categories of personal data. Please note that this list is not exhaustive.

- Information relating to the marital status and identity of host families and au pairs, including in particular their full name, nationality, home address, place and date of birth, gender, telephone number and e-mail address;
- Information on the host family's situation: family and marital status, names and ages of the children, spouses/cohabitee, etc.;
- Information regarding the qualifications obtained by the young au pair;
- Information about the ability of the au pair to perform light family related everyday tasks, including childcare;
- Information concerning possible criminal convictions entered in the extract of criminal records.

### For what purposes is this personal data collected?

Personal data collected by the SNJ is processed by the SNJ for the following purposes:

- Approval procedure for host families;
- Approval procedure for young au pairs;
- Management, control and coordination of au pair hosting;
- Organisation of mandatory information sessions for young au pairs.

Personal data is necessary for the performance of a task of public interest and is subject to the exercise of public authority vested in the SNJ. This purpose forms the legal basis of data processing performed by the SNJ.

### To whom is the collected personal data transmitted?

Personal data may be processed by the following persons within the limits of their respective powers:

- SNJ Director;
- SNJ Deputy Director;
- SNJ Au Pair Hosting Coordinator;
- SNJ Secretary of the "*Transition vers la vie active*" Unit (transition to active life).

They may also be communicated to the competent administrative and judicial authorities, as appropriate.

### How does the SNJ protect the personal data it processes?

Personal data collected by the SNJ is processed by the SNJ in its capacity of data controller, in compliance with the applicable legislation on data protection (i.e. in particular EU Regulation 2016/679 of 27 April 2016 and the law of 1 August 2018 on the organisation of the National Data Protection Commission for the protection of individuals with regard to the processing of personal data, as well as any subsequent regulations).

SNJ undertakes to implement technical and organisational security measures to ensure Personal Data Protection against the risks associated with the use of information systems.

Personal data is kept for the entire duration of the au pair's stay, respectively for the duration during which the license is issued and archived in accordance with legal and regulatory limitation periods.

#### What rights do families and young au pairs have?

Under the conditions provided for by law or applicable regulation, the persons involved in the processing of personal data have the following rights:

- Access to personal data;
- Confirmation as to whether or not data is being processed;
- Information concerning the purposes of the processing, the categories of personal data concerned by the processing, and the recipients or categories of recipients to whom the data is communicated;
- Communication, in an intelligible form, of personal data being processed, and any available information on the data source;

The persons concerned also have the right to correct personal data concerning them and a right to object to the collection and processing of such data, subject to proof of compelling legitimate grounds.

These rights may be exercised by sending an e-mail to [aupair@snj.lu](mailto:aupair@snj.lu) along with supporting evidence of your identity.

The persons concerned are also entitled to request the deletion of all or part of the data or the limitation of processing, to object to the processing and to use their right to data portability, within the limits provided by the applicable rules.

If necessary, complaints relating to the rights of the persons concerned ([www.cnpd.public.lu](http://www.cnpd.public.lu)) can be submitted to the National Commission for Data Protection ("*Commission nationale pour la protection des données*"), having its registered office at 1 avenue du Rock'n Roll, L-4361 Esch-sur-Alzette.