

AuPairBureau.com Terms of Service

AuPairBureau.com ("The Platform")

Effective Date: 13 November 2025

Preamble

Welcome to AuPairBureau.com (hereinafter referred to as the "Platform", "we", "us", or "our"). These General Terms of Service ("Terms") govern the contractual relationship between the Platform and all persons who access or use the services offered (hereinafter referred to as "User" or "you").

By accessing the Platform, registering an account, or using our services, you confirm that you have read, understood, and agree to be bound by these Terms, in addition to our separate ****Privacy Policy**** and ****Refund Policy****, which are incorporated herein by reference.

If you do not accept these Terms, you are not permitted to use the Platform.

1. Definitions

- **Provider:** AuPairBureau.com, the owner and operator of the Platform.
- **User:** Any natural person or organisation that accesses the Platform or uses its services.
- **Candidate:** A User registered as an "Au Pair" or "Nanny" seeking a position.
- **Employer:** A User registered as a "Family" or "Agency" seeking to connect with a Candidate.
- **Premium Membership:** The paid subscription service for Employers that unlocks advanced features, including the ability to contact Candidates.
- **Service:** The provision of an online platform to facilitate introductions between Candidates and Employers.

2. Platform Services

2.1 Mediation Function

AuPairBureau.com is an internet platform that connects Candidates (Au Pairs, Nannies) with Employers (Families, Agencies) globally. We are an "introduction agency" only. We are not an employment agency and are not a party to any contract or agreement formed between a Candidate and an Employer.

2.2 Free (Basic) Membership

- **All Users:** Can register an account and create a detailed profile.

- **Candidates:** After completing all mandatory profile fields, Candidates can use advanced search filters, see all Employer listings, and receive messages from Premium Employers.
- **Employers:** Can register and create a profile. They can browse and search for Candidates but **cannot** send messages, initiate contact, or access certain advanced features.

2.3 Premium Membership (Employers Only)

Employers must purchase a Premium Membership to use the Platform's core service. This paid membership allows Employers to:

- Initiate contact and send personalised messages to Candidates.
- Reply to messages from Candidates.
- Access other advanced features as described on the membership purchase page.

2.4 Prohibited Interactions

To maintain the integrity of the Platform, direct communication between users of the same type is prohibited. Candidates cannot contact other Candidates. Employers (including Agencies) cannot contact other Employers.

3. Eligibility and Registration

By registering an account, you warrant that you are at least 18 years of age and have the full legal capacity to enter into a binding contract. You agree to provide information that is truthful, accurate, and complete, and to keep this information up-to-date.

4. User Obligations and Prohibited Conduct

4.1 Accuracy of Information

You are solely responsible for the content of your profile. All information, including details about experience, qualifications, and family needs, must be accurate and not misleading.

4.2 Lawful Use

You agree to use the Platform in compliance with all applicable local, national (UK), and international laws, particularly those concerning employment, immigration, and visas.

4.3 Prohibited Content

Users are strictly prohibited from posting any content that is:

- Illegal, defamatory, obscene, harassing, discriminatory, or threatening.
- Fraudulent or intended to deceive (e.g., false job offers, misleading profiles).
- In violation of another person's privacy or intellectual property rights.
- **Intended to circumvent our payment system.** This includes, but is not limited to, posting any personal contact information in publicly viewable profile fields (such as your profile description or photos). Prohibited information includes email addresses, phone numbers,

website links, or social media usernames. This content will be removed, and your account may be terminated.

4.4 Prohibited Conduct

You are strictly prohibited from:

- Harassing, bullying, stalking, or intimidating any other User.
- Creating a false identity or more than one account.
- Using the Platform for any purpose other than its intended use (e.g., dating, commercial advertising).
- Attempting to bypass any security or payment features of the Platform.

4.5 Reporting Violations

You are obligated to report any violations of these Terms, illegal behaviour, or misuse of the Platform to us immediately via our contact form.

5. Costs, Payment, and Refunds

5.1 Membership Fees

Registration and use of the Platform is free for all Candidates. Registration is free for Employers, but a paid Premium Membership is required to contact Candidates, as defined in Section 2.3.

5.2 Payment Terms

Payment for a Premium Membership is made as a fixed, one-time amount for a specific period (e.g., 1 month, 3 months). Prices are listed on the membership page. This membership **does not** automatically renew.

5.3 Refunds

All refunds are governed exclusively by our standalone ****Refund Policy****, which forms a part of this agreement. By agreeing to these Terms, you also agree to our Refund Policy.

6. Contractual Agreement Between Users

Before an au pair or nanny relationship begins, all parties (Candidate and Employer) are required to enter into their own separate, written employment contract. This contract should define, at a minimum: scope of duties, working hours, remuneration (pocket money), holiday entitlement, and living arrangements.

AuPairBureau.com is not a party to this contract and is not responsible for its creation, enforcement, or any disputes arising from it. We strongly recommend both parties verify identities (e.g., via video call and passport check) before signing any agreement.

7. Responsibility for Content and Service

7.1 "As Is" Service

Our Service is provided on an "as is" and "as available" basis. We do not guarantee that the service will be uninterrupted, error-free, or secure.

7.2 No Guarantee of Success or Verification

We do not perform background checks on Users, nor do we verify the accuracy of all profile information. We do not guarantee that an Employer will find a suitable Candidate, or that a Candidate will find a suitable position. You are solely responsible for your own due diligence, interviews, and reference checks.

7.3 No Responsibility for User Conduct

We are not responsible for the conduct of any User, either online or offline. You interact with other Users at your own risk. We are not liable for any disputes, damages, or harm (physical or psychological) arising from your interactions with others.

8. Limitation of Liability

- Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- Subject to the above, we shall not be liable for any indirect or consequential losses.
- Our total liability to you for any breach of these Terms or negligence relating to the Platform shall be limited to the total fees you have paid to us in the preceding 12 months, or, if you have paid no fees, to a maximum of £50 (fifty pounds Sterling).

9. Duration and Termination

9.1 Termination by User

You may terminate this agreement at any time by deleting your account via your profile settings. This action is irreversible and will permanently delete all your data.

9.2 Termination by Provider (for Cause)

We reserve the right to immediately suspend or permanently terminate your account and access to the Platform, without notice or refund, if we determine, in our sole discretion, that you have:

- Breached any of these Terms of Service (e.g., harassment, fraudulent information).
- Posted prohibited contact information in your public profile to circumvent payment (as per Section 4.3).
- Received multiple, verified negative reviews from other Users that indicate a pattern of unsafe conduct, harassment, or fraud.
- As an Employer, failed to purchase a Premium Membership within 14 days of your registration.

9.3 Account Deletion for Inactivity

To maintain an active and healthy platform, we reserve the right to permanently delete any User account that has been inactive (i.e., has not been logged into) for a continuous period of 90 days.

10. Right of Withdrawal (UK Consumer Rights)

If you are a consumer based in the UK, you have a statutory right to cancel your Premium Membership within 14 days of payment (the "cooling-off" period).

However, by purchasing the Premium Membership, you **explicitly consent** to the immediate provision of the digital service. You **acknowledge** that by using the service (e.g., sending a message or accessing premium features), you **lose** your 14-day right to cancel. This is detailed further in our separate Refund Policy.

11. Dispute Resolution

We encourage you to contact us first to resolve any disputes amicably. Please submit any complaints or issues via our official contact form: aupairbureau.com/contact

12. Applicable Law and Jurisdiction

These Terms of Service and any dispute arising from them shall be governed by and construed in accordance with the **laws of England and Wales**.

The parties agree that the courts of **London, United Kingdom** shall have exclusive jurisdiction to settle any dispute or claim.

13. Final Provisions

13.1 Amendments

We reserve the right to amend these Terms at any time. We will notify you of any material changes (e.g., by email or a notice on the Platform) at least 30 days before they take effect. Continued use of the Platform after this period constitutes your acceptance of the new Terms.

13.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.3 Entire Agreement

These Terms, together with the Privacy Policy and the Refund Policy, constitute the entire agreement between you and AuPairBureau.com.