

## Sample Contract for Au Pairs in Denmark

Below you find important information on rights and obligations for au pairs and their host families in Denmark. Also please find an example of a "Mandatory Standard Contract for Au Pairs in Denmark".

The purpose of the au pair scheme is to give young people aged between 18 and 30 an opportunity to learn Danish and become acquainted with Danish culture through living with and participating in the daily life of a Danish family.

### A. A mandatory standard contract

A standard contract signed by the au pair and the host family regulates the au pair's working (helping) conditions and gives the au pair the following rights:

1. Minimum pay/ pocket money of Dkr. 4,000 gross (before tax) per month in addition to free board and lodging and free bus/train transport to nearest big city center. The monthly pocket money shall be available on a bank account 3 banking days before the end of the month and may NOT be given in cash to the au pair.
2. Maximum 30 working hours per week. An au pair may not normally work for more than five hours a day. Work over and above this is prohibited even in return for extra pay.
3. Au pairs are only permitted to work for the host family and may not work for other Employers or private persons.
4. Au pairs must live in the host family's home, where they must have a room of their own.
5. Right to time-off in accordance with the Danish Working Environment Act and Act relating to Holidays.
6. An opportunity to learn Danish, (course fees of up to Dkr 3,000 per year to be paid by the host family), and also an opportunity to participate in leisure activities.
7. Neither the host family nor the au pair may sign any additional contracts that contravene the terms and conditions of the mandatory standard contract.

### B. Insurance

An au pair with a valid work permit will automatically become a member of the National Insurance Scheme. When they have reported their arrival at National Census Office and got their Yellow Card, in addition to this it is important that the host family is making a full time accident insurance covering the au pair during his/her entire stay with death and home transport coverage (the death coverage is to be in favor of parents /close family).

### **C. Work permit**

If an au pair wishes to change host family, he/she must submit a new application for a work permit.

The au pair will not be permitted to start work with a new host family until a new work permit has been issued.

The Au pair is the one to secure that the new contract is presented and approved by the office of Udlæninge service, if it is not done thru an agent or the Au-Pair network scheme.

### **D. Termination/dismissal**

Either party giving at least one month's notice can terminate the contract.

If the host family treats the au pair badly or is guilty of gross breach of its contractual Obligations, the au pair is recommended to contact the local network hotline.

And they will assist the Au pair in deciding the next step.

In such cases, the au pair is entitled to terminate the contract with immediate effect.

### **E. Revocation of the permit**

Only the Directorate of Immigration is entitled to revoke a work permit.

Termination of the contract by the host family does not mean that the au pair must leave Denmark, immediately.

The Directorate of Immigration or the police will warn the au pair that they are considering revoking the work permit and give the au pair an opportunity state his or her case, normally within three weeks. Until the deadline the au pair to state his/her case has expired, the au pair is entitled to find a new host family and submit an application to work for it.

I have read and understood the contents of this circular.

Date:

Date:

\_\_\_\_\_  
Signature of au pair

\_\_\_\_\_  
Signature of host family

\_\_\_\_\_  
Signature/stamp of agency (where relevant)