



Au Pair Extraordinaire

For parents who care

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TERMS AND CONDITIONS FOR AU PAIRS

1. These terms apply to all permanent, semi permanent and temporary engagements effected through Au Pair Extraordinaire ("the Agency") and any variation in these terms will be binding on the Agency only if in writing and signed by the Agency.
2. The verbal or written instruction of the Agency by the Applicant to arrange engagements with suitable families for contract or interview shall constitute acceptance of the Agency's terms and conditions.
3. All correspondence and records shall be confidential and remain the property of the Agency. Information supplied by the Agency is accepted by the Applicant on the condition that such information will not be disclosed to third parties.
4. Should the Applicant pass on an introduction to a third party which results in an engagement of the Applicant by that third party, the Client will be responsible for payment of the Agency fees as if the Applicant had been engaged by the Client through the Agency.
5. Applicants will not commence working for a Client until such time as all Agency fees have been paid by the Client to the Agency.
6. The Agency reserves the right to withdraw an Applicant from a Client if all Agency fees are not paid when demanded. If the Applicant refuses to terminate employment with the Client after being asked to by the Agency due to non-payment of Agency fees, the Agency will take legal action against the Client **and** the Applicant, and legal fees will be responsibility of such parties. The APPLICANT WILL BECOME RESPONSIBLE FOR THE FULL PLACEMENT FEE.
7. The Applicant is expected to communicate with the Agency when communication (by telephone, cellphone, email, or any other means of communication) is initiated by the Agency.
8. Should interviews be scheduled by the Agency for an Applicant at the request of the Applicant (or implied request as a result of expectations discussed in the initial interview with the Agency), Applicants are expected to give at least 24 hours notice if they would like the time or day or place of the interview to be changed.
9. The Agency operates as an introduction Agency only between Clients and Applicants. At all times after engagement, the Applicant is under the Client's supervision, control and responsibility. Applicants are not employed by the Agency either directly or indirectly and the Agency cannot be responsible to the Client, the Applicant or any other person for any damage, loss, or expense incurred either directly or indirectly by reason of the negligence or shortcomings as a result of the introduction process.
10. Applicants are required to notify the Agency immediately on engagement by a Client.
11. Once an Applicant begins working for a Client, the Applicant is expected to be punctual at all times. If unavoidable circumstances cause the Applicant to be late at any time during working hours, the Applicant is required to notify the Client as soon as possible.
12. Any sick days that are taken by an Applicant employed by a Client must be accompanied by a doctor's note if requested by the employer.
13. The Agency cannot be held responsible for early termination by either party.
14. I will carry out my childcare and other responsibilities to the Client to the best of my ability and in a conscientious and alert manner with respect, courtesy, safety, and commitment. I promise to (1) act with a level of maturity which is respectful of my Client's values, (2) never use illegal drugs or drink alcohol while performing my Au Pair duties, (3) never smoke in the home of my host family without permission.
15. The Applicant is aware that, because the Agency acts only as an introduction agency, the Applicant cannot hold the Agency responsible for any damages, loss, expenses or inconvenience whatsoever that may arise caused directly or indirectly out of placement with a family due to an introduction through the Agency.
16. Should an Applicant be required to use his / her own motor vehicle for childcare duties, compensation is calculated at the basic AA rate applicable.
17. I declare that I have never been charged with or convicted of a criminal offence.
18. In accordance with the Labour Relations Act the Client is required to have a Contract of Employment with the Applicant.
19. This constitutes a full and binding contract between the Agency and the Applicant. The Applicant signifies their agreement of this by signing this form.

What Au Pair Extraordinaire Expects from all of our Au Pairs

1. Once an interview has been arranged for you with a family and you have committed to being at the interview, we expect you to fulfil this obligation. If you cannot and need to reschedule, we require 18 hours notice. If an emergency prevents you from getting to your interview on time or attending at all, you are responsible for contacting the family and informing them of your emergency if it is outside of our working hours. This is to be done with a PHONE CALL, not SMS! Please note that we are not contactable before 9am on weekdays, after 5pm on weekdays, or over the weekend.
2. You are expected to be at interviews with families on time and dressed appropriately (e.g. revealing gym wear is not considered appropriate).
3. If a family has made an offer directly to you, it is your responsibility to inform us.
4. If you have accepted a position and are no longer available, we expect you to let us know.

5. All au pairs are expected to watch a video on effective discipline techniques to use with children. Once you have been placed with a family, you are expected to attend the Powerful Parent, Powerful Child workshop presented by Ilze van der Merwe-Alberts.
6. Criminal checks are outsourced. The cost (payable in cash or by EFT) is R60. This must be done before interviews will be arranged with families. You will be emailed the results of your criminal check.
7. On the day of your interview, we will assess your driving skills in your car. There is no fee for this.

What Au Pair Extraordinaire expects from our placed Au Pairs

1. Au Pair Extraordinaire Au Pairs are to be professional, punctual and reliable.
2. If it is your responsibility to make sure that all the children's homework is done and, if you run short of time or it was not completed during your working hours, it is your responsibility to inform the parents of this.
3. If you are a smoker, you are not to smoke near or around the children or the family's home. Please ensure that your car is not stuffy when the children are being transported.
4. All Au Pair Extraordinaire Au pairs are to drive responsibly, abide by traffic laws and adhere to speed limits.
5. Unless otherwise specified by the family, all children under the age of 12 are to sit in the backseat of the car with seatbelts properly fixed.
6. All children are to have their seatbelts fastened in the car at all times.
7. When dropping children off at friends, parties or events please ensure that you hand the child over to another adult or make very sure that the child is safely handed over. Do not expect the child to walk in on their own.
8. If you run into any emergencies while at work, you are to inform the parents telephonically straight away.
9. *READ your employment contract with your employer.* Before you start your first day of work, ensure that you are comfortable with all aspects of your contract and the expectations of the family (e.g. working hours, salary, compensation for travel, expectation to run errands etc, permitted discipline with the children.)
10. *Be punctual.* When looking after children, punctuality is essential. If you are late, it makes the child feels insecure. Be punctual for interviews with families. Be punctual to fetch the children. If you cannot be there on time, communicate with the family so alternate arrangements can be made. Doctor's (or any other) appointments should be made outside of your agreed upon working hours.
11. *Communicate with the family.* If you are not happy with something to do with your position, communicate with the family so that a solution can be found before it becomes a real problem. We encourage you to have a monthly meeting where you can give feedback to the family regarding their children. It is also a good idea to have a communication book where you can inform the parents of daily activities and important information.
12. *Remember that once you are employed by a family, YOU are the only one permitted to be with the family's children.* No boyfriends or friends are allowed to accompany you to work. Because you are being paid to look after the children, social calls on your cell phone are not allowed.
13. *Remember that during your working hours you are required to fulfil your role as an au pair.* You need to understand that you will be busy during your working hours and that no personal work, unless otherwise specified, is permitted. You can expect to be asked to run errands for the family, including grocery shopping and collecting dry cleaning.
14. *Do not let personal difficulties in your life affect your interaction with the children.* The family has employed you because they need assistance with their children.
15. *Children require some creativity!* Use your initiative when doing homework, and never get into a power struggle with a child.
16. It is important that you do not enforce your cultural or religious beliefs upon the child without the parents consent.
17. No use of alcohol or drugs is permitted.
18. If you have accepted a position with a family and YOU as the Au Pair decide to terminate the employment within the first few months, please see below the percentage of the original placement fee that was paid to Au Pair Extraordinaire by the family that will be required to be paid back to the family by you. If it is a mutual decision between you and the family to terminate your employment, these fees will not apply.
 If you leave during the first month, you will be required to pay the full placement fee back to the family.
 If you leave during the second month, you will be required to pay 66.66% of the placement fee back to the family.
 If you leave during the third month, you will be required to pay 33.33% of the placement fee back to the family.
 If you leave during the fourth month, you will be required to pay 25% of the placement fee back to the family.

PLEASE ENSURE THAT, BEFORE YOU ACCEPT A POSITION WITH A FAMILY, YOU AGREE TO ALL DUTIES, WORKING HOURS, AND TRAVELLING DISTANCE TO THE FAMILY. BE CERTAIN THAT THE POSITION IS NOT TOO FAR FROM YOUR HOME, THAT YOU WILL BE ABLE TO BALANCE BOTH WORK AND STUDIES IF YOU ARE A STUDENT, AND THAT YOU ARE AVAILABLE FOR THE HOURS THAT ARE REQUIRED BY THE FAMILY.

I have read, fully understand and accept these terms and conditions of Au Pair Extraordinaire. By signing this Document, I agree to the Agency's terms and conditions.

DATE _____

SIGNATURE OF APPLICANT _____

FULL NAME _____