

TERMS AND CONDITIONS AND SCHEDULE OF FEES FOR FAMILIES

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 parties only if in writing and signed by both parties or their respective agents.
2. The Client's acceptance of a Candidate for an interview will be deemed acceptance by the Client of the terms and conditions as stated herein, regardless of whether this Agreement has been signed. Should the Client employ a Candidate, whether on a part-time, fulltime or contract basis (without limitation), and regardless whether the position the Candidate is appointed to is the position for which the Agency introduced the Candidate to the Client, the Client agrees and hereby undertakes to pay Agency the full fee as set out herein. This clause will similarly apply in the event of the Candidate being appointed by the Client within 1 (one) year of Agency's introduction of the Candidate to Client, whereupon the fees will be due and payable by the Client to Agency.
3. All correspondence and records shall be confidential and remain the property of the Agency. Information supplied by the Agency is confidential and is accepted by the Client on the condition that such information will not be disclosed to third parties.
4. Should the Client pass on an introduction to a third party which results in an engagement of the Candidate by that third party, the Client will be responsible for payment of the Agency fees as if the Candidate had been engaged by the Client. This amount will be payable immediately.
5. The Agency fees do not include any remuneration to be paid to an employee.
6. **Fees are due once a Client has made a Candidate an offer and the Candidate has accepted this offer, either verbally or in writing, and not at the commencement of employment or the signing of a contract between the Candidate and the Client. The Client shall be liable to pay the Agency's introduction fee at the rates shown in the current schedule of fees within 3 days of the date of the invoice. No Candidate shall be permitted to commence work with the Client until all Agency fees have been paid in full.**
7. If a Client decides to offer a Candidate suggested by Au Pair Extraordinaire more than one position (e.g. as an employee of a company in the mornings and as an Au Pair in the afternoons), the Client is obliged to pay Au Pair Extraordinaire placement fees for BOTH positions offered to the Candidate (i.e. the Client will be invoiced for a placement fee for the morning position AND a placement fee for the afternoon position).
8. After a Client has interviewed a Candidate, the Client has 3 days to decide to employ the Candidate and inform the Agency of this decision. If this is not done, the Candidate is free to attend other interviews set up by the Agency. In this case, availability of the Candidate can no longer be assured.
9. Interest charged at 15.5% per month will be added to all fees not paid within 28 days of the date of the Agency invoice. Should any and all monies that are outstanding from a Client not be paid to the Agency within this timeframe, the Agency reserves the right to refer the outstanding debt to a debt collection agency. The Client will be fully liable for all costs incurred as a result of this.
10. No refunds will apply if the Client has been in breach of any of the Agency's Terms and Conditions.
11. While the Agency will endeavour to introduce reliable Candidates and will use care in selecting each Candidate, the Agency does not give any warranty concerning the history, character, age, capability, medical history, medical fitness, availability or suitability of any Candidate introduced to a Client by the Agency. The decision as to suitability of the Candidate rests with the Client. Whilst the Agency may take references in respect of the Candidate, it is for the Client to decide what reliance can be placed thereon.
12. The Agency operates as an introduction Agency only between Clients and Candidates. At all times after engagement, the Candidate is under the Client's supervision, control and responsibility. Candidates are not employed by the Agency either directly or indirectly and the Agency cannot be responsible to the Client or any other person for any damage, loss, or expense incurred either directly or indirectly by reason of the negligence or shortcomings of any Candidate employed by a Client while the Candidate is performing Au Pairing duties or while travelling in a car with the children.
13. Clients are required to notify the Agency immediately on engagement of a Candidate.
14. Should a Candidate be required to use his / her own motor vehicle for childcare duties, compensation is

- calculated at the basic AA rate applicable.
15. The Agency will only place Candidates in fixed term contracts if there is no possibility that the candidate will be required to work after the contract expires. The agency reserves the right to start sending candidates on interviews with new families 1 month prior to the final date of the fixed term contract.
 16. The Agency offers a guarantee that ensures all parties are satisfied. For placements lasting 7 months or longer, a three-month probationary period is granted, beginning the day the candidate begins working for the Client. For placements lasting 4-6 months, a one-month probationary period is granted, beginning the day the candidate begins working for the Client. The guarantee is valid only if the full placement fee had been paid to the Agency within 3 days of presentation of the invoice to the Client. There is no replacement guarantee for placements lasting less than 3 months.
 17. If the Client offers a position to a Candidate, and the Client withdraws the offer after the candidate has accepted, then the agency will bill the Client 20% of the placement fee as invoiced for that candidate. This fee will be payable within 3 working days.
 18. If the Client decides not to employ a chosen Candidate after the placement fee has been paid to the Agency and chooses not to employ a replacement Candidate in place of the original Candidate, the Agency will hold a 20% non refundable administration fee and provide the Client with a credit note for the balance. This credit note will be valid for 15 months.
 19. In the case of early termination (by either party), the Agency will offer an alternative Candidate free of charge within the probationary period. Every effort will be made to replace the Candidate as quickly as possible. Should the Agency be unable to suggest to the Client Candidates with sufficient experience and the required availability for the position within NINETY (90) days of the Agency being informed in writing by the Client of the early termination, a pro rata refund will be made. For the purpose of calculating this refund, a permanent placement is considered to last for twelve months. The placement fee for the remainder of the 12 months that the Candidate did not work for will be refunded. The Agency must be informed in writing within 10 days from termination of the contract in order for the replacement guarantee to be honoured. If the Agency suggests suitable Candidates to the Client but the Client decides not to employ a replacement Candidate through Au Pair Extraordinaire, a pro rata credit note will be given but 20% of the original placement fee will be held. This credit note will be valid for 15 months. If the termination proves to be a result of misconduct on the part of the Client, including but not limited to late payment, breach of contract entered into between the employer and the au pair, entering into an inappropriate relationship with the au pair which proves to be unsuitable in the circumstances etc. no refund is payable to the Client nor is a replacement offered. The replacement guarantee will not apply if the Client lowers the offered salary in which the original placement was made.
 20. If a Candidate fails to take up an engagement after agreeing to do so in writing, an alternative Candidate will be suggested to the Client. Every effort will be made to replace the Candidate as quickly as possible. Should the Agency be unable to suggest to the Client Candidates with sufficient experience and the required availability for the position within NINETY (90) days of the Agency being informed by the Client of the Candidate's failure to begin working for the Client, a full refund will be made to the Client. If the Agency suggests suitable Candidates to the Client but the Client decides not to employ a replacement Candidate through Au Pair Extraordinaire, a credit note will be given but 20% of the original placement fee will be held. This credit note will be valid for 15 months. The replacement guarantee will not apply if the Client lowers the offered salary in which the original placement was made.
 21. This replacement guarantee is not extended with the start of employment of subsequent Candidates after the original placement.
 22. Should a replacement Candidate be offered a higher salary than the original placement, the Client will be invoiced for the difference of the placement fee, payable before commencement of work of the replacement. This will also apply if a Candidate, after resignation from the Client, accepts a higher package from the Client and recommences work for the Client within the original contract period.
 23. No refund of the difference in placement fee will be made by the Agency to a Client if a replacement Candidate accepts a lower package than the original Candidate.
 24. The Agency cannot be held responsible for early termination by either party.

25. The Agency fees payable by the Client are stated in the Schedule of Fees below.
26. In accordance with the Labour Relations Act, the Client is required to have a Contract of Employment with the Candidate and to comply with all the legislative conditions including, but not limited to all statutory deductions to be made by the Client. A copy of the Contract of Employment may be requested from the Agency. A signed copy of the Contract of Employment must be provided to the Agency within 7 days of the signing of the contract.
27. This agreement constitutes a full and binding contract between the Agency and the Client. The Client signifies their agreement to the terms and conditions thereof by signing this form.

Schedule of fees

1. In the case of permanent placements (with a definite starting date but no ending date), Agency fees will be calculated at 13% of gross annual income (comprising monthly salary and agreed upon babysitting etc.). If the Candidate lives with the Client, an amount of R 1500-00 will be added to the gross income for purposes of invoicing.
2. In the case of placements lasting between seven months and eleven months (with definite starting and ending dates), Agency fees will be calculated at 15% of gross income.
3. In the case of placements lasting between four months and six months (with definite starting and ending dates), Agency fees will be calculated at 20% of gross income.
4. In the case of placements lasting from two months to three months (with definite starting and ending dates), Agency fees will be calculated at 25% of gross income with a minimum placement fee of R2000. If Au Pair Extraordinaire is given less than 48 hours to source an au pair for a family, the placement fee will be increased from 25% of total income earned to 30% of total income earned.
5. In the case of placements lasting for one month or less (with definite starting and ending dates), Agency fees will be calculated at 25% of gross income with a minimum placement fee of R1000. If Au Pair Extraordinaire is given less than 48 hours to source an au pair for a family, the placement fee will be increased from 25% of total income earned to 30% of total income earned.
6. The Agency fee for placements lasting one day is R 250.
7. The babysitting placement fee payable to the Agency is R 250 per occasion. This is to be paid before the babysitting service will be provided. Monies payable to the babysitter on the day of service is calculated at R 80-00 per hour up to midnight and R 90-00 per hour thereafter.
8. The Agency fee for placements of permanent babysitters' (where the family requires the same babysitter to babysit for them on multiple occasions in the future, with no end date) is R2500.

I have read, fully understand and accept these terms and conditions and schedule of fees of Au Pair Extraordinaire. By signing this document, I agree to the Agency's terms and conditions and agree to pay the full placement fee upon the engagement of a Candidate.

DATE _____

SIGNATURE OF CLIENT _____

ID NUMBER OF CLIENT _____

FULL NAME _____