



## **Terms & Conditions**

This agreement is hereby entered into between

**“Exceptional Au Pairs”**

(Hereinafter referred to as “the Agency”)

**and**

**“The Client”**

(Hereinafter referred to as “the Client”)

### **Introduction:**

Exceptional Au Pair’s terms and conditions as outlined below will be applicable for any and all placement services conducted by the Agency namely, Exceptional Au Pair’s to the client.

### **Agency’s Obligations:**

1. The Agency undertakes to use its skills and knowledge to seek out a suitable candidate for the client.
2. The Agency will provide a Contract of Employment to the Client which is in accordance with the (LRA) Labour Relations Act.

### **Client's Obligations:**

1. The Client agrees to pay the Agency the placement fee once the Agency's obligations have been met and a suitable candidate has been found and appointed by the family. This fee is payable within three (3) days from date of invoice irrespective of the date of the au pair's commencement.

### **Registration Fee:**

A registration fee of R180.00 will be payable to Exceptional Au Pair's for all placements. (Temporary or Permanent placements).

Should the client appoint a candidate through our agency, the registration fee will be payable with the applicable placement fee.

Should the client interview candidate/s sent by Exceptional Au Pair's but not appoint a candidate through our agency the R180.00 registration fee will remain payable by the client.

### **Agency Fees:**

Exceptional Au Pair's placement fees are structured as seen below:

#### **Permanent Placements**

**- Twelve months or Longer (12 months+):**

We charge 10% of the au pairs total annual salary

#### **Temporary Placements**

**-Six to Twelve months (6 -12 months):**

We charge 15% of the au pairs total salary

**-Three to Six months (3 – 6 months):**

We charge 18% of the au pairs total salary

**-One to Three months (1 – 3 months):**

We charge 20% of the au pairs total salary

**-One day to One month (1 day – 1 month):**

We charge 25% of the au pairs total salary earned (with a minimum placement fee of R1000)

**Agency Fees:**

1. In addition to the Registration Fee the Client is liable to pay the Agency's Fee as reflected on the invoice, to the agency within three (3) days from date of invoice.
2. Late agency fees will result in the agency guarantee becoming null and void.
3. For temporary placements (all placements of less than 1 year), should the contract be renewed or extended a further placement fee is payable based on the new renewal period as per the percentages indicated above.
4. Should the Client negotiate a salary directly with the Candidate, and the two parties agree on a salary, the Agency reserves the right to charge a placement fee in accordance with the initial agreed upon au pair salary and applicable placement fee, should this negotiated salary fall below 20% of the initial agreed upon salary (a minimum of 80% of the initial agreed upon placement fee will be payable to the Agency).
5. The invoice will be dated as per the date on which the Client advised the Agency that he/she would like to employ the Candidate, not on the commencement date of employment.
6. The Client acknowledges that once the Client offers employment to a candidate and the candidate accepts the offer of employment, the Client will become liable to the Agency for the Agency Fee, even if the Contract of Employment has not been signed by the Client and Candidate.
7. Failure of payment of the full placement fee to the Agency within the aforementioned time frame will result in the Agency contacting and withdrawing the Candidate from the position until such a time that payment has been made.
  - I. The Candidate has an agreement with the Agency that states that should the Employer not pay the placement fee to the Agency for the placement of a Candidate, the Candidate agrees to leave the respective Employer effective immediately.

**Discounts on further placement fees** (Only applicable for long term placements):

Should the au pair placed by Exceptional Au Pair's leave after the associated replacement term (3 months) the following discounts will be applicable on the new placement fee:

**Discounts on further placement fees:**

- 0-3 months: a replacement au pair is placed with the family at no additional fees.
- 3-6 months - 35% discount off the applicable placement fee
- 6-9 months - 25% discount off the applicable placement fee
- 9-12 months - 15% discount off the applicable placement fee

**Guarantee Policy:**

Exceptional Au Pair's offers a guarantee period on all placements. This guarantee will be honoured if our terms and conditions have not been breached and if the full placement fee was paid to Exceptional Au pairs as per our payment terms. This guarantee is not extended with the start of employment of subsequent au pairs after the original placement.

Exceptional Au Pair's guarantee period on all placements is as follows:

**Long term placements (12 months +):**

Exceptional Au Pair's offers a (3) three-month guarantee period on all long term placements that ensures all parties are satisfied.

**Short term placements (1 day – 12 months)**

Exceptional Au Pair's offers a (1) week per (1) month employment guarantee period on all short term placements that ensures all parties are satisfied.

eg: 3 month employment contract = 3 week replacement policy

6 month employment contract = 6 week replacement policy

9 month employment contract = 9 week replacement policy

**Replacement Policy:**

The client understands and agrees that the placement fee is never refundable.

Should either the chosen Candidate leave the client, or the Client terminate the contract within the associated replacement period, The Agency shall endeavor to find a replacement Candidate as soon as is reasonably possible if the clients requirements have not changed from the original request, fees have been paid within 3 days of invoice and the contract of employment was signed timorously.

Should the Client not wish to employ a replacement provided by The Agency, The Agency shall no longer be responsible for the replacement.

**Cancellation of Employment:**

1. In the event that the Client elects to renege employment after the Candidate has accepted the offer of Employment and after the employment contract and invoice have been sent, the Client is still obligated to pay the Agency placement fee as all work in relation to the services has been completed by the Agency, in this event the Agency will find the Client a replacement candidate.

2. The Agency reserves the right to pursue the recovery of the fees for the services rendered.

### **Cancellation of Employment by the Candidate**

1. Should the Candidate resign from the employ of the Client within three (3) months from date of commencement of employment the Agency will use its skills and knowledge to find a suitable Candidate to replace the Candidate at no extra charge to the Client.
2. No Agency fees will be refunded in the event of the Candidate resigning within three (3) months from date of commencement of employment, even in the unlikely event of a replacement candidate not being found through the agency.
3. Should the Agency not be given the opportunity to replace a candidate and/or make alternative arrangements via another source, this guarantee will be regarded as having been completely discharged and no fees will be credited. Neither will a refund be given if the Client no longer wishes to hire an Au Pair, regardless of the reason.
4. In the event that the Client requires a replacement Candidate, and thereafter elects to employ an au pair privately or through another agency for whatever reason, instead of employing a replacement Candidate through the Agency, the guarantee will be regarded as having been completely discharged and no fees will be credited, and nor will a future replacement Candidate be applicable.
5. Should the Candidate leave her position due to ill treatment from the Client /the Client's children/any member of the Clients family such as any physical/verbal actions (hitting, scratching, kicking, etc) the Agency is under no obligation to find a replacement Candidate as the reason for the Candidate leaving is beyond the control of the Candidate or the Agency.

### **Cancellation of Employment by the Client**

1. Should the Client dismiss a Candidate for reasons in accordance with the Labour Relations Act within the first three (3) months of employment from commencement of employment (where the contract is for 12 months or more) the Agency will use its skills and knowledge to find a suitable Candidate to replace the Candidate at no extra charge to the Client.
2. In the event that the Client requires a replacement Candidate, and thereafter elects to employ an au pair privately or through another agency for whatever reason, instead of employing a replacement Candidate through the Agency, the guarantee will be regarded as having been completely discharged and no fees will be credited, and nor will a future replacement Candidate be applicable.

### **Cancellation of Employment by the Client - Continued**

3. Please note that the Agency guarantee specifically excludes:
  - a. Retrenchment
  - b. Unfair dismissal
  - c. Illness and death
  - d. Breach of employment contract by the employer

#### **Suitability:**

The Agency shall use its best endeavors to ensure that the Candidates presented to the Client are suitable for the Client's needs, however the final selection responsibility remains with the client and Exceptional Au Pair's indemnifies itself against any actions or behavior of the selected candidate

#### **Confidentiality:**

The Agency hereby undertakes to treat all information supplied by the Client as confidential and shall not pass such information on to any third party.

The Client hereby undertakes to treat all information supplied by The Agency about a Candidate as confidential and not to pass such information on to any third party, unless required to do so in order for the Candidate to carry out his or her duties to the Client.

The Client understands that in order to make an appointment, or request of service, the Client must always first contact The Agency before speaking to any Candidate the Client has met (prior to full employment).

#### **Information, Damages and Indemnity:**

The Agency disclaims any and all liability for any loss, damage, costs or expenses suffered by the Client, directly or indirectly, arising from the Candidates' employment with the Client.

Exceptional Au Pair's is not responsible for losses or damages suffered by either the Candidate or the Client.

In selecting Candidates for listing, The Agency has relied on the information supplied by the Candidate, and the information obtained from references supplied by the Candidate, The Agency has relied on such information in good faith and has passed on such information to the Client in good faith.

The Agency is not responsible for providing insurance or any payroll taxes and has no employment relationship with the Candidates provided.



**Information, Damages and Indemnity: - Continued**

In the event that the Candidate suffers any loss, injury or damage arising out of her employment with the Client, the Client hereby indemnifies The Agency in respect of any claims made against The Agency as a result of such loss, injury or damage by the Candidate or by any other person.

The Client declares that the Client is not an agency and is using this service in a personal capacity only, for the service specified in this contract. Should the Client use this service, the Client agrees that, should a Candidate introduced to the Client by Exceptional Au Pair's, enter into any contract of employment whatsoever, directly or indirectly, notwithstanding that such employment would exclude Exceptional Au Pair's from receiving a registration/listing and/or placement fee, Exceptional Au Pair's shall be entitled to fine the Client a sum of R5000 and any legal costs incurred by Exceptional Au Pair's when collecting this fee.

The Client understands that by agreeing to these terms and conditions the Client may not employ any friends or relatives of the Candidates sent to them by Exceptional Au Pair's unless the Agency is informed thereof and the applicable placement fee is paid to Exceptional Au Pairs.

Clients that employ the above mentioned people without informing the Agency thereof and therefore do not pay the placement fee due to the Agency will be fined to an amount of R 5000 and any legal fees incurred by Exceptional Au Pair's when collecting this fee.

Should any candidate introduced to the Client not be appointed and subsequently, within 12 months of said introduction, be appointed, by the client, the client will remain liable for the placement fee.

**General:**

This document embodies the whole agreement between Exceptional Au Pair's and the Client.

No variation, amendment, modification, deletion or addition to these terms and conditions shall be valid unless in writing, agreed to and signed by both the Client and Exceptional Au Pair's.

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I, the undersigned hereby acknowledge that I have read through and agree with the terms and conditions as set out above

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

