



## Au Pairs & Beyond

Terms and Conditions [T&C CONTRACT]

In respect of 32 to 90 day contract periods

between

The Family and Au Pairs & Beyond  
(collectively referred to as the Parties)

1. The Family (hereinafter referred to as the CLIENT) has engaged the services of Au Pairs & Beyond (hereinafter referred to as A & B) to procure a prospective Au Pair (EMPLOYEE) on terms and conditions as set out below.
2. Placements Fees due to A & B
  - 2.1. Placement fees for a "32 to 90 day Placement period" shall be 20% of the gross salary payable to the EMPLOYEE over the entire Placement term (and for any agreed extended period), which is to be paid by CLIENT to A & B via EFT immediately upon the CLIENT verbally (or other) agreeing to engage with an Au Pair proposed by A & B. Such Placement fee will include a minimum non-refundable amount of R250.00 [two hundred and fifty Rand].
    - 2.1.1. POP must please be sent to A & B prior to EMPLOYEE starting employment with the CLIENT.
    - 2.1.2. For avoidance of all doubt it needs to be understood that A & B is to be paid in full prior to the Au Pair starting employment with the CLIENT.
3. Probation period
  - 3.1. For Placement contracts with duration between 32 to 90 day placement period, a seven day probationary period is granted, beginning the day the EMPLOYEE begins working for the CLIENT.
  - 3.2. Should the EMPLOYMENT CONTRACT be terminated prior to or at the end of the Probation period then A & B will "as per their guarantee in terms of this T&C CONTRACT" provide CLIENT with a suitable replacement EMPLOYEE to enable CLIENT to, as soon as possible enter into a new EMPLOYMENT CONTRACT with such replacement EMPLOYEE.
  - 3.3. A & B's undertaking in finding a suitable replacement EMPLOYEE extends only to the EMPLOYMENT CONTRACT's Probation period.
4. Refund amounts, Cancellation Fees and EMPLOYEE replacements

Signed by A & B

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Signed by CLIENT

4.1. Following an early EMPLOYMENT CONTRACT termination date, should A & B not within a 1 week period be successful in finding CLIENT a suitable replacement EMPLOYEE then by CLIENT's choice, A & B may either continue searching for a suitable replacement EMPLOYEE or by CLIENT's written request terminate this T&C CONTRACT at which time A & B will within 3 banking days refund the CLIENT 40% of the Fees received from CLIENT [as paid in respect of clause 2.1].

4.1.1. A & B will only uphold its guarantee in terms of this T&C CONTRACT if the CLIENT's employment description in respect of the EMPLOYEE remains unaltered, as defined in the EMPLOYEE CONTRACT.

4.2. In the event of an early EMPLOYMENT CONTRACT termination date, A & B undertake to find the CLIENT one further suitable replacement EMPLOYEE with whom CLIENT may enter into contract with. However, should the 2nd EMPLOYMENT CONTRACT be cancelled between CLIENT and EMPLOYEE, A & B would have fulfilled their contractual obligation towards the CLIENT in terms of finding CLIENT any further suitable EMPLOYEE in terms of the EMPLOYMENT CONTRACT and this T&C CONTRACT will automatically cancel and A & B will have no further obligation, financial or other towards CLIENT.

4.3. Should EMPLOYEE cancel the EMPLOYMENT CONTRACT prior to having started work for CLIENT then A & B will endeavor to, within 24 hours of having received such written notice from CLIENT arrange an alternative suitable replacement EMPLOYEE for CLIENT. After 24 hours of such notice period CLIENT will have the choice of either requesting A & B to continue searching for a suitable replacement EMPLOYEE or by CLIENT's written request terminate the T&C CONTRACT at which time A & B will, within 3 banking days refund the CLIENT, 100% of the fees received from CLIENT [as paid in respect of clause 2.1].

4.4. Should CLIENT cancel the EMPLOYMENT CONTRACT prior to EMPLOYEE having started work, then CLIENT may either request A & B to find another suitable replacement EMPLOYEE, which A & B "as per their guarantee" endeavors to do to the best of their abilities. Should within such one week period, A & B not having managed to find a suitable replacement EMPLOYEE for CLIENT then CLIENT will have the choice of either requesting A & B to continue searching for a suitable replacement EMPLOYEE or by CLIENT's written request terminate the T&C CONTRACT at which time A & B will within 3 banking days refund the CLIENT the Placement fee as received from CLIENT [as paid in respect of clause 2.1] less a R250.00 [two hundred and fifty Rand] cancellation fee.

4.4.1. Should CLIENT wish to cancel the signed EMPLOYMENT CONTRACT prior to having paid the agreed to "Placement fee to A & B" a cancellation fee of R250.00 will be due and payable by CLIENT to A & B within 3 banking days from CLIENT having given A & B such written termination notice.

4.5. Should CLIENT agree to offer a replacement EMPLOYEE a higher salary than the original EMPLOYEE, then the CLIENT will be invoiced for the increased Placement fee, payable before commencement of work of such replacement EMPLOYEE. The same protocols will also apply if an EMPLOYEE after resignation from the CLIENT "within the original EMPLOYMENT CONTRACT period" directly or indirectly accepts a higher employment package from the CLIENT and re-commences work with such CLIENT. No refund of the

difference in Placement fees will however be made by A & B to CLIENT should a replacement EMPLOYEE accept a lower remuneration package than the original EMPLOYEE

- 4.6. Should CLIENT however [following any of the above CLIENT cancellation scenarios] wish to further engage upon the services of A & B, by requesting A & B to again find CLIENT a new suitable EMPLOYEE but this time “with a different employment description” then A & B will re-engage with the CLIENT, at a further ADMIN cost of R250.00 [two hundred and fifty Rand] which will be payable by CLIENT to A & B within 2 banking days of CLIENT having signed the new updated T&C CONTRACT with A & B.
- 4.7. No refunds in terms of this CONTRACT will be entertained should CLIENT blatantly be circumventing A & B’s operational procedures and conditions.
- 4.8. CLIENT agrees that the EMPLOYEE may cancel the EMPLOYMENT CONTRACT should the CLIENT’s expectations in respect of the EMPLOYEES employment description vastly be altered. Under such circumstances the Placement fee will not be refunded to CLIENT.
5. Guarantees, rules, undertakings and indemnities.
  - 5.1. Any refunds, undertakings, indemnities and guarantees offered by A & B to CLIENT will only be valid and binding upon A & B, conditional upon: -
    - 5.1.1. CLIENT “during the T&C CONTRACT period” having strictly adhered to the Terms and Conditions as set out in this T & C and the EMPLOYMENT CONTRACT, and: -
    - 5.1.2. CLIENT’s “employment description” in respect of the required EMPLOYEE, remains unaltered.
  - 5.2. Placement fees will be calculated based upon the EMPLOYEE’s gross daily/weekly/monthly salary which CLIENT and A & B will upfront in writing agree to.
  - 5.3. Any outstanding fees payable to A & B will attract interest at 15% per annum.
  - 5.4. Should A & B be placed in such position as to incur legal costs in order to recover any outstanding fees from CLIENT then any/all such legal costs will be for the CLIENT’s account.
  - 5.5. A & B will timeously send to CLIENT by email all relevant A & B invoices in terms of this T&C CONTRACT.
  - 5.6. A & B reserves the right to instruct the EMPLOYEE not to commence employment with the CLIENT until the Placement fee has been paid in full.
  - 5.7. A & B will use their best endeavors to only introduce to CLIENT, EMPLOYEES whom are a close match to CLIENT’s needs but expressly gives no warranty whatsoever that the EMPLOYEE will be suitable and compatible with the CLIENT’s family.
  - 5.8. A & B operates as an independent introductory agency between CLIENT’s and

EMPLOYEES. Once an EMPLOYEE has been placed under contract with a CLIENT such EMPLOYEE becomes the CLIENT's sole responsibility and be under CLIENT's supervision, direction and control.

- 5.9. The CLIENT agrees that EMPLOYEES are never employed by A & B, neither directly or indirectly and therefor A & B does not accept any responsible what-so-ever in respect of the CLIENT or any other person or third party for any damage, loss or expense incurred either directly or indirectly by reason of the negligence or shortcomings on the part of the EMPLOYEE whilst being employed by the CLIENT.
- 5.10. A & B relies on information supplied by the EMPLOYEE him/herself and obtained from EMPLOYEES references, which has "in good faith" been passed on to the CLIENT.
- 5.11. The CLIENT indemnifies A & B in respect of any EMPLOYMENT CONTRACT related claims made against A & B.
- 5.12. CLIENT will not hold A & B responsible for any early termination of the EMPLOYMENT CONTRACT.
- 5.13. CLIENT will ensure that EMPLOYEE, whilst in CLIENT's employment and at work (during EMPLOYEES working hours) will comprehensively be covered for any/all form of medical and other incidental insurance claims.
- 5.14. The CLIENT indemnifies A & B, its employees and associates for any inaccuracies or oversights relating to any information, which may have been provided by the EMPLOYEE to A & B.
- 5.15. After CLIENT has interviewed any A & B proposed EMPLOYEES, the CLIENT will have 3 days to decide whether any of the proposed EMPLOYEES, if any they would like to employ and inform A & B in writing of their decision. If this is not timeously done, A & B and the EMPLOYEES will be free to attend to other interviews with other CLIENTS and the availability of the respective EMPLOYEES to CLIENT can no longer be assured.

## 6. Confidentiality, Non Circumvention, Non - Disclosure

- 6.1. All correspondence, information and records exchanged between the Parties shall be treated as confidential and remain the property of the sender and will not directly or indirectly be disclosed to, divulged or made known to any third parties, except when A & B [with CLIENT's upfront permission] divulge certain of the CLIENT's information to a prospective EMPLOYEE.
- 6.2. CLIENT warrants, not to directly or indirectly circumvent A & B by sharing any of the A & B EMPLOYEES and/or other A & B personalized business information with any third party. Should the CLIENT without the express written permission from A & B pass on any EMPLOYEE information to a third party which results in an engagement by such EMPLOYEE by that third party, then unless such transaction is transparently done via A & B, the CLIENT will be held responsible for payment of such A & B Placement fees in respect of such EMPLOYEE as if the EMPLOYEE had been engaged by the CLIENT itself. This fee amount will be payable as set out "under Placement Fee" above.

- 6.3. The Parties agrees that either party may at any time do a background and/or credit clearance on each other and that such acquired information will, in confidence only be shared between the Parties.
- 6.4. The Parties acknowledge and agree that this Confidentiality, Non Circumvention and Non-Disclosure agreement will survive the termination of this T&C CONTRACT with a period of 5 years.
7. Termination: -
- 7.1. In the event of serious misconduct by either CLIENT or EMPLOYEE, either party may with immediate effect terminate the T&C CONTRACT.
- 7.2. A termination notice between CLIENT and EMPLOYEE will only be valid once given in writing and copied to Au Pairs and Beyond
8. CLIENT is invited to add their personalized EMPLOYEE “employment description” requirements in addition to the A & B “Standard EMPLOYEE Terms and Conditions” to the EMPLOYMENT CONTRACT. A & B will upfront agree such added CLIENT personalized requirements with the proposed EMPLOYEES.
9. This agreement constitutes a full and binding contract between A & B and the CLIENT and no variation to this T&C CONTRACT will be valid & binding unless reduced to writing and signed by both the Parties.
10. Once both Parties have electronically acknowledged and accepted this agreement by counterpart this will constitute a binding agreement.