



## Au Pairs & Beyond

### EMPLOYEE Standard Terms and Conditions of Employment

#### Definitions

EMPLOYEE: The Au Pair or Facilitator

CLIENT: The Family

A & B: Au Pairs & Beyond

1. Whilst employed by CLIENT and being around CLIENT's children, the EMPLOYEE agrees to the following code of conduct and behavior; -
  - 1.1 To act professional, punctual, reliable and organized.
  - 1.2 Dress neatly and appropriately.
  - 1.3 To not smoke around the CLIENT's children, cars or house.
  - 1.4 To not take any form of drugs or consume alcohol before or during working hours and being around the CLIENT or their children.
  - 1.5 EMPLOYEE will at all times keep his/her mobile phone on silent during employment working hours and will not make use of his/her mobile phone or any other electronic devices for personal usage. The EMPLOYEE may during working hours make use of his/her mobile phone and any other personal electronic devices only during emergencies or during his/her tea and lunch break
  - 1.6 Not engage on any electronic device whilst being the driver with CLIENT's children in the vehicle.
  - 1.7 Should the EMPLOYEE be the driver of a vehicle transporting the CLIENT' children it is expected from the EMPLOYEE to at all times responsibly obey the rules of the road. Should the EMPLOYEE receive any traffic fines whilst driving any of the CLIENT's vehicles, the EMPLOYEE will be responsible for the payment thereof.
  - 1.8 Should the EMPLOYEE be present with the CLIENTS children in a vehicle it will be the EMPLOYEE's responsibility to ensure that all of the children are strapped into their seats utilizing the vehicles safety belts and that the vehicle's car doors "where the children are sitting" have where practically possible been switched to child lock. EMPLOYEE is to ensure that no child will, without the CLIENTS permission sit in the front of any vehicle.
  - 1.9 To at all times be aware and prioritize safety first in respect of the CLIENT's children in everything that the EMPLOYEE engages upon with CLIENT's children.
  - 1.10 To not "without first obtaining permission from the CLIENT", remove any item from the CLIENT's house or any other CLIENT appointed work place.

Signed by A & B

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Signed by EMPLOYEE

- 1.11 To not swear or use foul language around the CLIENT or their children.
- 1.12 To be creative with the CLIENT's children and to not allow them to watch TV, without prior consent from the CLIENT
- 1.13 To never sleep during working hours
- 1.14 To look after, keep safe/protect and take all of the CLIENTS children's interests at heart.
- 1.15 To acknowledge the uniqueness of every one of the CLIENT's children.
- 1.16 To at all times inform the CLIENT where EMPLOYEE is located with the CLIENT's children.
- 1.17 The EMPLOYEE shall strictly adhere to the eating habits and disciplinary rules which the CLIENT have set for their own children and not to make such decisions for and on behalf of the CLIENT's children.
- 1.18 The EMPLOYEE may never leave any of the CLIENT's children alone and must always ensure that all of the CLIENT's children are under adult supervision (with CLIENT's approval), when dropping a child off at a play date or at an extra mural activity, at home or other. EMPLOYEE may never leave any of the children unattended or leave the children with an unfamiliar person, who is a stranger to the children. When EMPLOYEE needs to use the rest room or for any other reason needs some privacy or needs to step away from the children for whatever reason the EMPLOYEE is required to either take the children with, or call someone (with whom the children are familiar) to watch over the children until EMPLOYEE returns.
- 1.19 To not receive personal visitors at any of the CLIENT's appointed work addresses - no friends or family will be allowed to visit the EMPLOYEE without prior agreement from the CLIENT.
- 1.20 To not enforce any religious or cultural beliefs upon any of the CLIENT's children without CLIENT's express permission.
- 1.21 Whilst facilitating, EMPLOYEE will not provide answers to the CLIENT's children but rather follow strict instructions given by the children's teachers and CLIENT.
- 1.22 EMPLOYEE will under no circumstances use any form of harsh punishment, such as hidings, aggressive punishment or shouting at/ on any of the CLIENT's children. EMPLOYEE is required to give nurturing and loving guidance.
- 1.23 If any of the children behave in an unmanageable manner the EMPLOYEE is required to contact the CLIENT in this regard.
- 1.24 EMPLOYEE undertakes to during his/her employment by the CLIENT should he/she for any reason, not be able to attend work, to timeously and personally contact the CLIENT.
- 1.24.1 EMPLOYEE understands and accepts that a last minute "not being able to work" notice

given by EMPLOYEE to CLIENT will make it very difficult for CLIENT to “in time” find a suitable replacement for EMPLOYEE. Should EMPLOYEE without good cause fail to contact the CLIENT within this period, the CLIENT may treat EMPLOYEE’s failure to notify them timeously, as a disciplinary offence.

1.25 The CLIENT will provide EMPLOYEE suitable accommodation and food on occasions should EMPLOYEE be requested to stay overnight whilst babysitting. In such event it will be the EMPLOYEE’s responsibility to at all times keep such CLIENT’s accommodation clean and tidy.

1.26 Should the EMPLOYEE whilst staying overnight at the CLIENT’s residence do any damage to the CLIENT’s property it will be the EMPLOYEE’s responsibility to pay for such damage or breakages.

## 2 Confidentiality and Non Circumvention - Non Disclosure

2.1 The EMPLOYEE shall not during their employment with CLIENT or at any time thereafter, unless EMPLOYEE have obtained such written consent from CLIENT, directly or indirectly divulge or make known to any person/party any confidential information relating to the CLIENT and their family, friends, associates, customers, employees, suppliers, guests, strategies, methods, photos or processes of the CLIENT’s family or business that may have come to EMPLOYEE’s knowledge at any time during EMPLOYEE’s employment, whether before or after the signature of the EMPLOYMENT CONTRACT, nor may EMPLOYEE at any time make any unauthorized use of such confidential information. Should EMPLOYEE have any doubt whether any such CLIENT information should be treated as confidential or not, it will be EMPLOYEE’s responsibility to enquire in writing to CLIENT whether such information is to be treated as confidential and abide by CLIENTS decision in this regard.

2.2 In the event that the CLIENT and EMPLOYEE terminate their working relationship, the EMPLOYEE agrees to as soon as practically possible, delete from his/her computer/mobile devices or other any information that EMPLOYEE may have on record from or about the CLIENT.

2.3 The EMPLOYEE shall keep confidential all information exchanged between A & B and EMPLOYEE. All documents received by the EMPLOYEE from A & B needs to strictly be treated as confidential and is for the EMPLOYEE’s information only. The EMPLOYEE shall not share or forward such A & B confidential information/documents/photo’s or other with any third party.

2.4 The EMPLOYEE acknowledge that this Confidentiality, Non Circumvention and Non - Disclosure agreement will survive the termination of his/her EMPLOYMENT CONTRACT with a period of 5 years.

## 3 Probation Period

3.1 7 to 12 month EMPLOYMENT CONTRACT’s will have a 3 month Probation period.

3.2 4 to 6 month EMPLOYMENT CONTRACT’s will have a 1 month Probation period.

3.3 32 to 90 days EMPLOYMENT CONTRACT's will have a 1 week Probation period.

3.4 1 to 31 days EMPLOYMENT CONTRACT's will not have a Probation period

#### 4 Termination

4.1 In the event of serious misconduct by either EMPLOYEE or CLIENT, either party may with immediate effect terminate the T&C CONTRACT.

4.2 A termination notice between EMPLOYEE and CLIENT will only be valid once given in writing and copied to Au Pairs and Beyond

5 EMPLOYEE, A & B and CLIENT agrees that either party may at any time do a back ground, credit or police clearance check on each other.

6 EMPLOYEE accepts that CLIENT may add to the EMPLOYMENT CONTRACT their personalized employment requirements in addition to the A & B "Standard Terms and Conditions" which will upfront be agreed upon and be incorporated in the EMPLOYMENT CONTRACT under ANNEXURE A1.

7 EMPLOYEE's relationship with Au Pairs & Beyond [A & B].

7.1 EMPLOYEE agrees that A & B, in respect of the EMPLOYMENT CONTRACT is acting as a referral agent, on behalf of the CLIENT and the EMPLOYEE and accepts that in this regard A & B assumes no liability or responsibility for any actions by either the CLIENT or EMPLOYEE.

7.2 In this regard the EMPLOYEE fully indemnifies A & B, its employees and associates for any inaccuracies or oversights relating to any information provided by EMPLOYEE to A & B in relation to all matters relating to the EMPLOYMENT CONTRACT. A & B does not accept responsibility for any loss, damage, expense, injury or inconvenience to EMPLOYEE or its property resulting from A & B's introduction of EMPLOYEE to any prospective CLIENT or provision of services or from any acts, omissions or conduct of staff introduced by A & B, its employees or associates.

7.2.1 A & B in this regard advises EMPLOYEE to consider taking out appropriate EMPLOYMENT CONTRACT insurance cover.

7.3 EMPLOYEE agrees that he/she will not enter into any EMPLOYMENT CONTRACT or work for any CLIENT, which was either directly or indirectly referred to EMPLOYEE by A & B without upfront informing A & B. In this regard the EMPLOYEE accepts that should he/she not timeously advise A & B of his/her acceptance of employment with such A & B referral CLIENT that there will be consequences resulting in severe penalties and legal costs against both the CLIENT and the EMPLOYEE.

7.4 EMPLOYEE agrees that in the event that the CLIENT does not honour their financial obligation to A & B, that A & B have the right to request that EMPLOYEE leaves the CLIENT's employment with immediate effect.

7.5 EMPLOYEE accepts that A & B may submit EMPLOYEE's profile to respective CLIENT's

should EMPLOYEE's skills and experience, match the CLIENTS criteria.

- 7.6 EMPLOYEE accepts that although every effort is made to ensure that all information provided by EMPLOYEE and passed onto CLIENT is correct. A & B cannot be held responsible for any information not being accurate and that A & B cannot be held responsible for any actions or in-actions of the EMPLOYEE and CLIENT.
- 8 This agreement constitutes a full and binding contract between A & B and the EMPLOYEE and no variation to this T&C CONTRACT will be valid & binding unless reduced to writing and signed by both the Parties.
- 9 Once both Parties have electronically acknowledged and accepted this agreement by counterpart this will constitute a binding agreement.