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STANDARD TERMS AND CONDITIONS

**"Client" shall mean \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [NAME]**

**of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[ADDRESS]**

# Engagement of Services

The client has engaged the services of Au Pair @ Home to procure a tutor on the terms and conditions set out below.

# Suitability of tutor

Au Pair @ Home shall use its best endeavors to ensure that the candidate tutors presented to the client are suitable for the client's needs, but expressly gives no warranty whatsoever that the tutor will be suitable.

# Placement Fee

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## A placement fee equivalent to one month's gross salary payable to the tutor shall be due and payable to Au Pair @ Home, immediately upon the client verbally (or other) agreeing to engage a tutor. *This shall not mean after the employment contract is signed by both parties or when the tutor commences employment with the family.*  Au Pair @ Home reserves the right to inform the tutor not to commence employment with the family until the placement fee is paid in full.  In the event that the tutor's salary is increased during the first 18 months of this contract (whether the tutor's hours increased or the job changes or there is a salary increase), then Au Pair @ Home will be entitled to a top up placement fee, due and payable on the date that the increased salary is first paid.  One month's gross salary shall mean the amount payable to the tutor on a monthly basis and shall not mean any reduced amount paid to the tutor during a probationary period.  Should this fee not be paid in full on placement or when an increase becomes effective, as the case may be, and the account is handed over for collection, the client will, in addition to the placement fee be responsible for all legal costs incurred.

## Short term placements

## For short term placements, the placement fee shall be 30% of the projected amount payable to the tutor over the period of the placement, which amount shall be adjusted upwards or downwards as the case may be, once the placement has terminated and the amount paid to the tutor determined, subject always to a minimum placement fee of R150.00, which is due and payable even if the short term placement is cancelled or terminated during the period of the placement. Should the short term placement of the tutor be cancelled by the client 3 days or less prior to commencement of the employment a cancellation fee of R150 shall be payable within 24 hours of the client having cancelled the appointment. Au Pair @ Home is not obliged to find a short term replacement.

**Cancellation**

Should a tutor have been placed with the family and for whatever reason the family decides to cancel the placement, after agreeing to hire the tutor, a cancellation fee of R1000.00 (one thousand rand) will become due and payable immediately upon cancellation.

Should a short term cancellation occur once a family has agreed to place a tutor on a short term assignment, a cancellation fee of R500.00 (five hundred rand) will become due and payable immediately upon cancellation.

## Should this fee not be paid in full on cancellation and the account is handed over for collection, the client will, in addition to the cancellation fee be responsible for all legal costs incurred.

## Replacement

Should the tutor leave the client during the first 3 months of the placement period, Au Pair @ Home shall, as soon as is reasonably possible in the circumstances, find a replacement tutor. Should the replacement tutor leave the client within the first 3 months of the original tutor's placement period, Au Pair @ Home shall have no further obligation to find another replacement, unless otherwise agreed in writing by the client and Au Pair @ Home.

###### Refund of Placement Fee

The placement fee is non refundable, but will be considered refundable in exceptional circumstances, determined by Au Pair @ Home in its sole discretion, if the following have been met:

1. The full placement fee has been paid within 7 days of placement.
2. The client affords Au Pair @ Home sufficient notice in writing as well as sufficient time to source and find a replacement and a replacement has not been found.
3. Where the working hours and job specifications are identical to the original specification given to Au Pair @ Home.

## Should the tutor initially engaged be replaced by Au Pair @ Home in terms of this contract, and such replacement tutor receives a higher salary than the previous tutor, the client will be required to pay to Au Pair @ Home a placement fee or top up fee of the difference in the respective salaries, upon the terms and conditions set out in this agreement.

If the above criteria are met and no replacement is found within a 3 week period, the original tutor placement will be regarded as a short term position, with the placement fee due, being equivalent to 30% of the total paid to the Tutor.

## Non circumvention and confidentiality

# The client acknowledges and undertakes that:

# the personal information (including contact details) of the tutor are to remain confidential and shall not be passed on to third parties with a view to or for the purpose of the tutor obtaining employment with that third party;

# the tutor has entered into an agency contract with Au Pair @ Home and by procuring employment for the tutor without going through the agency of Au Pair @ Home, the client will be causing financial loss to Au Pair @ Home and will further be causing the tutor to breach her contract with Au Pair @ Home;

# a breach by the client of this provision of the contract will be the basis of a claim by Au Pair @ Home against the client for the amount of the placement fee not paid to Au Pair @ Home, together with any other damages which it may have suffered including interest and legal costs;

# the client undertakes to treat all information supplied by Au Pair @ Home about the tutor as confidential and not to pass such information on to any third party, unless strictly required in order for the tutor to carry out her obligations to the client.

# Information, damages and indemnity

In selecting the candidate tutor, Au Pair @ Home has relied on the information supplied by the tutor herself and the information obtained from references supplied by the tutor. Au Pair @ Homehas relied on such information in good faith and has passed on such information to the client in good faith. Au Pair @ Home shall bear no liability whatsoever for any loss or damage suffered by the client, directly or indirectly, arising from the tutor's employment with the client. In the event that the tutor suffers any loss, injury or damage arising out of her employment with the client, the client hereby indemnifies Au Pair @ Home in respect of any claims made against Au Pair @ Home as a result of such loss, injury or damage by the tutor or by any other person.

# General

This document contains the whole agreement between the parties. No variation, amendment, deletion or addition to these terms and conditions shall be valid unless in writing and signed by the parties. Neither party shall be bound by any express or implied term, representation, warrant, promise or the like not recorded in this contract. No indulgence granted by Au Pair @ Home to the client shall be deemed to be a waiver of any of rights of Au Pair @ Home.

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### The Client Au Pair @ Home

Date: Date: