

# Absolute Au Pairs

For One of a Kind Peace of Mind

Cell: 079 303 1779 Fax: 0866 088 246 E-mail: info@absoluteaupair.co.za

## Family Registration Form- Care giver

### **Personal Details:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel(H): \_\_\_\_\_ Tel(W) \_\_\_\_\_

Cell: \_\_\_\_\_ E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Pets: \_\_\_\_\_

Other staff: \_\_\_\_\_

Religion: \_\_\_\_\_

### **Who will we be caring for?**

Name \_\_\_\_\_

Medical conditions: \_\_\_\_\_

Home Language: \_\_\_\_\_

Special dietary requirements: \_\_\_\_\_

### **Requirements:**

\*Full Time

\*Part Time

\*Permanent

\* Temporary

Own vehicle required? \_\_\_\_\_

Race: Any specific requirements? \_\_\_\_\_

Gender requirements? \_\_\_\_\_

When would you like the caregiver to commence employment? \_\_\_\_\_

### **Duties: (Other than care giving)**

\*Transport of Care Recipient

\* Care Recipient's Meal Preparation

\* Household Management

\* Grocery Shopping

\*Other:

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**What salary would you be offering?**

Hourly wage: \_\_\_\_\_ Monthly salary: \_\_\_\_\_

(Approx R40 – R60 per hr depending on experience and hours worked)

Transport allowance excluded from the weekly or monthly rate

Describe what kind of person you are looking for:

(personality, specific experience, qualifications, age group

etc.) \_\_\_\_\_

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**Hours:**

(Please fill in specific hours and extra-mural activities)

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							
Evening							

When would be the most convenient time for *Absolute Au Pairs* to contact you?

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Where did you hear about Absolute Au Pairs? \_\_\_\_\_.

I confirm that the information supplied in this application form is true and accurate to the best of my knowledge.

## **ANNEXURE "A"**

### **TERMS AND CONDITIONS**

#### **1. DEFINITIONS**

IN THESE TERMS AND CONDITIONS UNLESS INDICATED TO THE CONTRARY, THE FOLLOWING WORDS AND PHRASES SHALL HAVE THE MEANINGS ASSIGNED TO THEM.

- 1.1 THE AU PAIR FAMILY SHALL MEAN "THE EMPLOYER/S";
- 1.2 THE AU PAIR SHALL MEAN "THE EMPLOYEE";
- 1.3 ABSOLUTE AU PAIRS SHALL MEAN "THE AU PAIR PLACEMENT AGENCY"
- 1.4 THE PARTIES SHALL MEAN THE EMPLOYER AND THE EMPLOYEE;

#### **2. DISCLAIMER**

- 2.1 ABSOLUTE AU PAIRS ENDEAVORS TO FIND THE MOST SUITABLE AU PAIR FOR THE EMPLOYER AND TAKES EVERY REASONABLE CARE TO ENSURE TO PLACE CANDIDATES OF THE HIGHEST QUALITY WITH THE EMPLOYER.
- 2.2 ABSOLUTE AU PAIRS CANNOT BE HELD RESPONSIBLE, WITHOUT DETRACTING FROM THE GENERALITY THEREOF, FOR ANY LOSS, DAMAGE, DISPUTE OR EXPENSES INCURRED OR SUFFERED BY THE EMPLOYER ALLEGEDLY RESULTING FROM AN ACT OR OMISSION (INTENTIONALLY OR THROUGH NEGLIGENCE) OF AN AU PAIR WHO WAS INTRODUCED TO THE EMPLOYER BY ABSOLUTE AU PAIRS.
- 2.3 THE EMPLOYER HEREBY INDEMNIFIES ABSOLUTE AU PAIRS IN FULL AND SHALL HAVE NO CLAIM OF WHATSOEVER NATURE AGAINST THE ABSOLUTE AU PAIRS.
- 2.4 ABSOLUTE AU PAIRS SHALL NOT BE RESPONSIBLE FOR DOING A BACKGROUND/CRIMINAL CHECKS ON THE PROPOSED EMPLOYEE'S AND THIS SHALL BE THE SOLE RESPONSIBILITY AND DUTY OF THE EMPLOYER. THE PROPOSED EMPLOYEE'S IDENTITY NUMBER SHALL BE PROVIDED TO THE EMPLOYER ON REQUEST, IN WRITING FROM THE EMPLOYER, SHOULD THE EMPLOYER WISH TO DO THE BACKGROUND/CRIMINAL CHECK.

#### **3. PLACEMENT PROCESS**

- 3.1 ONCE ABSOLUTE AU PAIRS RECEIVES THE EMPLOYERS SIGNED REGISTRATION FORM AND PROFILE, ABSOLUTE AU PAIRS CAN BEGIN THE SEARCH TO FIND A SUITABLE AU PAIR.
- 3.2 THE EMPLOYER WILL BE INFORMED TELEPHONICALLY OR VIA EMAIL OF THE PROSPECTIVE EMPLOYEES AND THEIR PROFILES WILL BE SENT TO THE EMPLOYER VIA E-MAIL.
- 3.3 THE EMPLOYER WILL THEN SELECT WHICH EMPLOYEE THEY WOULD LIKE TO INTERVIEW AND ON DOING SO WILL INFORM ABSOLUTE AU PAIRS OF THEIR DECISION.
- 3.4 ABSOLUTE AU PAIRS WILL THEN SET UP INTERVIEW TIMES AND DATES FOR THE EMPLOYEE AND THE PROSPECTIVE EMPLOYEES.
- 3.5 THE EMPLOYER CAN THEN DECIDE FROM THE INTERVIEWS WHICH EMPLOYEE THEY WOULD LIKE TO EMPLOY.
- 3.6 ABSOLUTE AU PAIRS WILL NOT BE HELD RESPONSIBLE FOR THE EMPLOYER'S DECISION.
- 3.7 ONCE THE EMPLOYER HAS MADE THEIR DECISION THEY MUST INFORM ABSOLUTE AU PAIRS.
- 3.8 THE EMPLOYER AGREES NOT TO COMMUNICATE DIRECTLY WITH THE PROSPECTIVE EMPLOYEE AT ANY TIME OTHER THAN DURING THE INTERVIEW, UNTIL

EMPLOYMENT WITH SUCH EMPLOYEE HAS BEEN CONFIRMED BY ABSOLUTE AU PAIRS.

3.9 ALL NEGOTIATIONS BETWEEN THE PARTIES WILL BE CONDUCTED THROUGH ABSOLUTE AU PAIRS, UNLESS OTHERWISE AGREED UPON.

#### **4. EMPLOYMENT CONTRACT**

4.1 IN ACCORDANCE WITH THE LABOUR RELATIONS ACT, A WORKING CONTRACT BETWEEN THE EMPLOYER AND THE EMPLOYEE MUST BE CONCLUDED.

4.2 ABSOLUTE AU PAIRS CAN ASSIST WITH THIS PROCESS, ONCE IT HAS RECEIVED THE EMPLOYMENT CONDITIONS AND SPECIFICS FROM THE EMPLOYER.

4.3 ABSOLUTE AU PAIRS HAS NO INVOLVEMENT WITH THE CONDITIONS/SPECIFICS OF THE CONTRACT (THE EMPLOYEE IS NOT AN EMPLOYEE OF ABSOLUTE AU PAIRS), HOWEVER, A COPY OF THE SIGNED CONTRACT MUST BE SENT TO ABSOLUTE AU PAIRS TO BE KEPT ON RECORD.

4.4 FAILURE TO SIGN THE EMPLOYMENT CONTRACT DOES NOT MEAN THE EMPLOYEE IS NOT EMPLOYED BY THE EMPLOYER.

4.5 ONCE THE DECISION HAS BEEN MADE TO HIRE THE EMPLOYEE, THE PLACEMENT FEE SETTLED AND EMPLOYEE AUTHORIZED TO COMMENCE WORK, THE EMPLOYEE BECOMES THE EMPLOYEE OF THE EMPLOYER, AND ALL RESPONSIBILITIES ASSOCIATED WITH THE WORKING RELATIONSHIP BETWEEN THE PARTIES (EMPLOYEE AND EMPLOYER) SHALL BE REGULATED BETWEEN THE PARTIES TO THE EXCLUSION OF ABSOLUTE AU PAIRS.

4.6 THE EMPLOYEE WILL NOT BEGIN HIS/HER DUTIES UNTIL PAYMENT OF THE PLACEMENT FEE HAS BEEN MADE

4.7 PROOF OF PAYMENT OF PLACEMENT FEE MUST BE FAXED/EMAILED THROUGH TO ABSOLUTE AU PAIRS.

#### **5. THE PLACEMENT FEE**

5.1 THE EMPLOYEE UNDERSTANDS AND AGREES THAT THE REGISTRATION FEE IS UNDER NO CIRCUMSTANCES REFUNDABLE.

5.2 THE PLACEMENT FEE WILL BE CALCULATED BY ABSOLUTE AU PAIRS ONCE ABSOLUTE AU PAIRS HAS BEEN INFORMED OF THE EMPLOYMENT PERIOD AND THE SALARY OF THE AU PAIR.

5.3 ABSOLUTE AU PAIRS WILL THEN INFORM THE EMPLOYER OF THE PLACEMENT FEE AMOUNT WHICH IS TO BE PAID IN FULL ON RECEIPT OF INVOICE FROM ABSOLUTE AU PAIRS, AND BEFORE THE EMPLOYMENT CONTRACT COMES INTO EFFECT.

5.4 AN INVOICE WILL BE ISSUED WHEN AN OFFER OF EMPLOYMENT IS MADE TO AND ACCEPTED BY THE EMPLOYEE SELECTED AND NOT ON COMMENCEMENT OF EMPLOYMENT.

5.5 THE PLACEMENT FEE IS PAYABLE WITHIN 3 DAYS FROM INVOICE/BEFORE THE AU PAIR BEGINS HER DUTIES.

5.6 THE EMPLOYEE CANNOT COMMENCE EMPLOYMENT FOR THE EMPLOYER UNTIL THE PLACEMENT FEE HAS BEEN PAID IN FULL AND ABSOLUTE AU PAIRS HAS RECEIVED PROOF OF THIS PAYMENT.

5.7 IT IS AGREED THAT THE EMPLOYER WILL INFORM ABSOLUTE AU PAIRS OF THEIR INTENTION TO HIRE AN EMPLOYEE THAT HAS BEEN INTRODUCED BY ABSOLUTE AU PAIRS.

5.8 IF ABSOLUTE AU PAIRS HAS FOUND THAT THE EMPLOYER HAS EMPLOYED THE EMPLOYEE WITHOUT ABSOLUTE AU PAIRS HAVING KNOWLEDGE THEREOF WITHIN 1 YEAR OF THE ORIGINAL INTRODUCTION, THE EMPLOYER WILL BE LIABLE TO PAY A PENALTY FEE TO ABSOLUTE AU PAIRS, BEING, THE EQUIVALENT OF ONE MONTH'S SALARY OF THE EMPLOYEE.

5.9 SHOULD THE EMPLOYER FAIL TO PAY THE PLACEMENT FEE WITHIN 1 MONTH OF BEING INVOICED THEREOF; ABSOLUTE AU PAIRS WILL TAKE LEGAL ACTION

AGAINST THE EMPLOYER, THE COSTS OF SUCH LITIGATION TO BE PAID BY THE EMPLOYER ON THE SCALE BETWEEN AN ATTORNEY AND CLIENT.

## **6. CANCELLATION/TERMINATION OF EMPLOYMENT**

- 6.1 SHOULD THE EMPLOYER CANCEL THE EMPLOYEE'S EMPLOYMENT BEFORE THE COMMENCEMENT OF DUTIES IN TERMS THEREOF, THE EMPLOYER SHALL BE LIABLE FOR THE FULL PLACEMENT FEE EVEN IF AN EMPLOYMENT CONTRACT HAS NOT AS YET BEEN SIGNED BY EITHER OF THE PARTIES.
- 6.2 IF THE EMPLOYER DISMISSES A CANDIDATE WITHIN 1 MONTH OF THE COMMENCEMENT OF EMPLOYMENT IN ACCORDANCE WITH THE LABOUR RELATIONS ACT, IN WRITING, ABSOLUTE AU PAIRS WILL MAKE EVERY ENDEAVOR (BUT CANNOT GUARANTEE) TO LOCATE A SUITABLE REPLACEMENT CANDIDATE FREE OF CHARGE, PROVIDED THE SPECIFICATION OF THE POSITION HAVE NOT CHANGED, WITHIN 3 MONTHS OF TERMINATION OF EMPLOYMENT.
- 6.3 IF THE EMPLOYEE CANCELS THE EMPLOYMENT BEFORE COMMENCEMENT OF DUTIES, ABSOLUTE AU PAIRS WILL MAKE EVERY ENDEAVOR (BUT CANNOT GUARANTEE) TO FIND A SUITABLE REPLACEMENT WITHIN 3 MONTHS OF TERMINATION THEREOF AND AT NO CHARGE TO THE EMPLOYER.
- 6.4 SHOULD THE EMPLOYEE RESIGN WITHIN THE FIRST 30 CALENDAR DAYS OF EMPLOYMENT, ABSOLUTE AU PAIRS WILL MAKE EVERY ENDEAVOR (BUT CANNOT GUARANTEE) TO FIND A SUITABLE REPLACEMENT WITHIN 3 MONTHS OF TERMINATION.
- 6.5 THE PLACEMENT FEE FOR THE PREVIOUS EMPLOYEE WILL NOT BE REFUNDED EVEN IN THE UNLIKELY EVENT OF ABSOLUTE AU PAIRS NOT BEING ABLE TO FIND A SUITABLE REPLACEMENT FOR THE EMPLOYER.
- 6.6 SHOULD THE EMPLOYER NOT REQUIRE A REPLACEMENT EMPLOYEE, ABSOLUTE AU PAIRS WILL NO LONGER BE RESPONSIBLE FOR THE PLACEMENT.
- 6.7 IN THE UNLIKELY EVENT OF ABSOLUTE AU PAIRS NOT BEING ABLE TO FIND A SUITABLE REPLACEMENT WITHIN 3 MONTHS, ABSOLUTE AU PAIRS MAY, ONLY ON SOLE DISCRETION OF THE ABSOLUTE AU PAIRS, REFUND THE EMPLOYER UP TO 50% OF THE INITIAL REGISTRATION FEE PAID TO THE AGENCY BY THE EMPLOYER.
- 6.8 THIS POLICY CAN ONLY BE APPLICABLE IF THE EMPLOYER HAS PAID THE INITIAL PLACEMENT FEE WITHIN 3 DAYS OF DELIVERY OF INVOICE, HAS A COPY OF THE EMPLOYMENT CONTRACT SIGNED BY BOTH PARTIES, HAS DISMISSED THE EMPLOYEE IN THE MEANS SPECIFIED IN LAW, AND HAS GIVEN THE EMPLOYEE DUE NOTICE AS PER THE TERMS AND CONDITIONS OF THE EMPLOYMENT CONTRACT.
- 6.9 SHOULD THE EMPLOYER CONTACT THE AGENCY AFTER THE 3 MONTH PERIOD AND REQUEST A REPLACEMENT, THE EMPLOYER WILL NEED TO RE-REGISTER FOR THE SERVICE PROVIDED BY ABSOLUTE AU PAIRS.
- 6.10 NEITHER THE EMPLOYER NOR ANY SUBSIDIARY OR ASSOCIATED COMPANY OF THE EMPLOYER SHALL ENGAGE THE EMPLOYER APPLYING WITHIN SIX MONTHS FROM THE DATE OF THE TERMINATION OF THE ENGAGEMENT.

## **7. GENERAL**

- 7.1 THE INTRODUCTION OF A POTENTIAL EMPLOYEE TO AN EMPLOYER BY ABSOLUTE AU PAIRS IS CONFIDENTIAL AND SUCH INTRODUCTIONS ARE MADE INDIVIDUALLY.
- 7.2 IF THE EMPLOYER OR A MEMBER OF THE EMPLOYER'S STAFF OR ANY ASSOCIATE OF THE EMPLOYER, PASSES ON AN INTRODUCTION TO ANY OTHER PERSON WITHIN SIX MONTHS OF THE INTRODUCTION TO THE EMPLOYER BY ABSOLUTE AU PAIRS,

RESULTING IN EMPLOYMENT OF THE AU PAIR, THE EMPLOYER SHALL BE LIABLE FOR PENALTY FEE TO ABSOLUTE AU PAIRS, BEING, THE EQUIVALENT OF A NEW FULL PLACEMENT FEE.

7.3 THE EMPLOYER UNDERTAKES TO NOTIFY ABSOLUTE AU PAIRS IF THE EMPLOYEE FOR A TEMPORARY POSITION REMAINS WITH THE EMPLOYER FOLLOWING THE PERIOD ORIGINALLY AGREED WITH ABSOLUTE AU PAIRS.

7.4 THE EMPLOYER IN SUCH AN EVENT SHALL BE LIABLE FOR THE ADDITIONAL FULL FEE FOR A PERMANENT INTRODUCTION

## **8. PLACEMENT FEE STRUCTURE**

### **8.1 PERMANENT PLACEMENTS**

EMPLOYMENT PERIOD: 3 MONTHS OR MORE

8.1.1 FULL TIME: 30 HOURS AND MORE PER WEEK;  
ONCE-OFF PLACEMENT FEE OF 11% OF THE AU PAIR'S ANNUAL SALARY;  
MIN FEE: R 3 600.00.

8.1.2 PART TIME: 20 HOURS OR LESS PER WEEK;  
PLACEMENT FEE IS CALCULATED AT 11% OF THE AU PAIR'S ANNUAL SALARY;  
MIN. FEE: R 2 600.00.

### **8.2 TEMPORARY PLACEMENTS**

EMPLOYMENT PERIOD: 1-3 MONTHS

8.2.1 FULL TIME & PART TIME: PLACEMENT FEE IS CALCULATED AT 30% OF THE TOTAL SALARY EARNED DURING EMPLOYMENT PERIOD;  
MIN FEE: R 1 500.00.

## **9. CANCELATION FEE:**

A R 1 000.00 CANCELATION FEE IS APPLICABLE SHOULD THE EMPLOYER DECIDE THEY NO LONGER REQUIRE AN EMPLOYEE AFTER AN OFFER OF EMPLOYMENT HAS BEEN MADE AND ACCEPTED. (THIS INCLUDES ANY VERBAL OFFERS AND IS PAYABLE REGARDLESS OF WHETHER OR NOT THE EMPLOYMENT CONTRACT HAS BEEN SIGNED)

**BY SIGNING BELOW THE EMPLOYER ASSUME FULL RESPONSIBILITY FOR ANY EMPLOYEE REFERRED TO THE EMPLOYER BY ABSOLUTE AU PAIRS, ONCE AN OFFER OF EMPLOYMENT HAS BEEN ACCEPTED BY THE EMPLOYEE.**

**THESE TERMS AND CONDITIONS ARE LEGAL AND BINDING AND VALID UNLESS VARIED BY MUTUAL AGREEMENT, IN WRITING, AND SUCH VARIATION TO BE SIGNED BY BOTH A REPRESENTATIVE OF ABSOLUTE AU PAIRS AND OF THE EMPLOYER.**

SIGNED BY AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2

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**ABSOLUTE AU PAIRS**

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**EMPLOYER**