



Please complete this form. Fax: 086 548 2253 / admin@aupairloveandcare.co.za

## Family Details

Surname: \_\_\_\_\_ Home Address: \_\_\_\_\_  
Home Language: \_\_\_\_\_  
Home Tel: \_\_\_\_\_ Suburb: \_\_\_\_\_

### Mothers Details

Name: \_\_\_\_\_  
ID Number: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
Work Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### Fathers Details

Name: \_\_\_\_\_  
ID Number: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
Work Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

## Children's Details

	Name	Gender	Age	School	Area of School
1					
2					
3					
4					
5					

Please provide below any other information that you feel may be relevant regarding your children (allergies, medications, disabilities, disorders etc):

\_\_\_\_\_  
\_\_\_\_\_

## Au Pair Preferences

Please fill in preferences below

Ethnicity \_\_\_\_\_  
Languages \_\_\_\_\_  
Age Preference \_\_\_\_\_  
Gender \_\_\_\_\_  
Live In / Live Out \_\_\_\_\_  
Must have First Aid \_\_\_\_\_  
Must have Tertiary Education \_\_\_\_\_  
Will accept a smoker provided no smoking around children \_\_\_\_\_  
Will provide the Au Pair with a car \_\_\_\_\_  
Must have formal Child Care Experience \_\_\_\_\_



Please choose from the following words, the character traits you would most prefer in your prospective Au pair:

Quiet, reserved, talkative, caring, gentle, friendly, funny, outgoing, competent, fun, bubbly, sporty, arty, creative, organized, musical, independent, motivated, studious, loving, efficient, hardworking, self confident, loud

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## Au Pair Requirements

Au Pair Start Date: \_\_\_\_\_ Duration Needed: \_\_\_\_\_

Would you prefer to pay an hourly rate or a set monthly salary? \_\_\_\_\_

We would be prepared to pay the Au Pair a rate/ salary of: \_\_\_\_\_

This rate will be inclusive of travel.

If not, travel will be reimbursed at: \_\_\_\_\_  
(We suggest AA Rates)

## Au Pair Working Hours

Monday: \_\_\_\_\_ Tuesday: \_\_\_\_\_

Wednesday: \_\_\_\_\_ Thursday: \_\_\_\_\_

Friday: \_\_\_\_\_ Saturday: \_\_\_\_\_

Sunday: \_\_\_\_\_

Total Hours: \_\_\_\_\_

## Au Pair Duties

Please indicate preferences: YES / NO

Work on School Holidays	Supervise homework/assist with projects
Work on Weekends	Take children on outings
Work on Public Holidays	Prepare dinner for children
Get children up and ready in the mornings	Bath the children
Prepare breakfast for the children	Stay over occasionally
Pack lunches for the children	Travel with family
Take children to school	Occasional babysitting
Fetch children from school	Participate in family occasions
Prepare lunch/snacks for the children	Grocery shopping for family
Take the children to extra mural activities	Prepare dinner for family

Please provide any further information which may be relevant to your family

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## AU PAIR LOVE AND CARE PLACEMENT FEE'S

### PLEASE NOTE

Please note that by filling in and submitting the Family Application Forms to Au Pair Love and Care you are acknowledging all fee's and conditions as laid out in both the attached Terms and Conditions and the Placement Fee's Forms, whether or not they have been signed in full.

### Registration Fee

We require an upfront non-refundable registration fee of R200.00 before we begin processing your application. This is to cover all our administration costs and includes all adverts that we may have to place for you.

### Placement Fee

Once both Client and Candidate have accepted and agreed upon all terms and conditions of employment, either verbally or in writing, placement fees will be due and a Placement Fee Invoice will be issued.

In accordance with the Labour Relations Act, a Child Care Contract of Employment will be made available, and a copy once signed in full by both parties is to be forwarded to our offices at Au Pair Love and Care for our records.

### PLEASE NOTE:

**No Candidate will be permitted to continue working for the Client if all Agency Placement Fees have not been paid in full, as laid out in the attached terms and conditions.**

**25% of the total fees due are to be paid before the Au Pair commences work and the balance is to be paid in full within 5 days from date of invoice**, by direct deposit into following bank account:

### Banking Details:

Account Name: Au Pair Love and Care  
Bank: Nedbank  
Branch Code: 16840500  
Account Number: 1003836046

### Schedule of Fees

Agency Fee's are calculated from a percentage of the gross income to be paid to the Au Pair over the expected period of employment.

Period	Agency Fee
12 months or more	12% of total gross annual income
6 to 12 months	15% of total gross income
3 to 6 months	20% of total gross income
One month to 3 months	25% of total gross income
One day to One Month	30% of total gross income

**ALL FEES ARE CALCULATED ON THE TOTAL GROSS INCOME (EXCLUDING VAT)**

### Fee Example

**Example of a placement of 12 months or more with a monthly salary of R4000.00:**

12% of gross annual salary of R48 000.00  
Placement Fee: R5760.00



## TERMS AND CONDITIONS

### Fee Structure

- The family agrees to pay Au Pair Love and Care a non refundable administration fee of R200.00. This fee is payable upfront on completion of the preceding application document, attached hereto, which fee is also necessary in order to begin the placement process. This fee is valid for a period of 12 months.
- Once both Client and Candidate have accepted and agreed upon all terms and conditions of employment, either verbally or in writing, placement fees will be due and a Placement Fee Invoice will be issued.
- 25% of the total fees due are to be paid before the Au Pair commences work and the balance is to be paid in full within 5 days from date of invoice.
- The upfront 25% fee is applicable on either verbal or written confirmation of placement and not on Au Pairs start date.
- Failure to pay on time will result in a surcharge, a delay in engaging the Au Pair or in the placement of the chosen Au Pair with another family. If the fee remains unpaid on the Au Pair's start date a 15% surcharge on any unpaid placement fee will be payable on the unpaid fee amount.
- The Clients' right to have a replacement Au Pair or refund should it be deemed necessary will be forfeited if all fees are not paid in full within the specified time.

### General Terms & Conditions

- Interviewing a candidate from Au Pair Love and Care will indicate acceptance of both the fee structure and terms & conditions.
- All Au Pair Love and Care candidates are covered by a 12-month exclusivity agreement. This provides that in the event of a candidate being employed within 12 months of the initial Au Pair Love and Care-organised interview, the full placement fee will become immediately payable to Au Pair Love and Care. The use of a third party to "recruit" a candidate, in order to avoid the payment of fees to Au Pair Love and Care, will incur a similar charge, either to the third party, or to the client, should the third party demur acceptance of these conditions.
- The client is required by law to have a contract of employment with the candidate. Au Pair Love and Care can assist you with one.
- Whilst Au Pair Love and Care will take all reasonable care to ensure the suitability of the candidate, it is the Client's responsibility to satisfy him or herself before offering the position - **the final decision to accept the candidate remains with the Client** – who is, in our opinion, better placed than Au Pair Love and Care to judge the suitability of an Au Pair for their family & situation.

### Replacements/Refunds

- **Should the Client cancel the contract prior to the start date** for whatever reason once the placement has been confirmed and the Au Pair has accepted the position, the Client will be refunded the placement fee amount paid, minus R600 administration fee to cover work already carried out by the Agency.
- **Should the Au Pair cancel the contract prior to start date** for whatever reason the Agency will endeavour to arrange a replacement and propose an alternative suitable candidate within 2 weeks. If the Agency cannot propose an alternative suitable candidate within that period, **the Client will be refunded in full.**
- Au Pair Love and Care's quality guarantee extends for a period of 30 days from start date. If during this period, an au pair decides to leave her family, Au Pair Love and Care undertakes to replace the candidate free of charge, provided that the placement fee was paid within 5 days of the date of initial invoice.
- Should the permanent contract of employment be terminated after the initial thirty (30) day period, but before the completion of twelve (12) months, a credit will be passed to the employer for the period that the Au Pair did not work, provided the Agency has received a written request for a replacement, within seven (7) days of the previous au pair having left the permanent position.
- In the unlikely event that Au Pair Love and Care is unable to replace the Au Pair within 60 days of the date of departure of the initial candidate, 50% of the clients' initial placement fee will be credited.



- Should Au Pair Love and Care 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.
- Please Note that Au Pair Love and Care Quality guarantee specifically excludes:
  - Retrenchment
  - Unfair dismissal
  - Illness and death
  - Breach of employment contract by the employer.
- Refunds can only be made to Clients having paid before the start date & where the Agency has received written notification within 48 hours stating that the employment has been terminated.
- Should a placement terminate after 30 days, the Agency is not obliged to offer a refund or free replacement. No refunds will be made on replacement Au Pairs.

**Liability Clause**

- Au Pair Love and Care acts as an intermediary only and is not the employer. The Client must ensure they are 100% sure of the suitability of the Au Pair prior to hiring them – Au Pair Love and Care is not responsible if the Au Pair proves to be unsuitable. The choice of Au Pair remains the Client's decision. By submitting the application form, the Client accepts these terms and conditions, whether or not they sign the form and/or the conditions.
- Au Pair Love and Care accepts no liability of any kind for any inconvenience, loss of or damage to property, or any loss or personal injury or death howsoever arising directly or indirectly from any act or omission of any applicant introduced by the Agency even if such an act or omission is negligent or fraudulent or reveals dishonesty.
- Au Pair Love and Care will submit details of candidates with a valid driver's license for South Africa, but we are unable to guarantee the standard of the applicant's driving.

In the event of any dispute arising out of or relating to this agreement, such dispute shall be resolved in Pretoria, South Africa. The Customer shall be liable to the trust for all legal expenses on the Attorney Client scale of an Attorney and Counsel incurred by Au Pair Love and Care in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any collection or valuation fees incurred. The Customer agrees that Au Pair Love and Care shall not be liable to make payment of security into Court in terms of section 62 of the Magistrate's Court Act, as amended. The Customer hereby consents to the jurisdiction of the Magistrates Court. The Customer chooses Domicilium citandi et executandi for services of all documents and processes the address entered in. In the case of a customer owing funds to Au Pair Love and Care, for whatever reason, the customer consents to default judgement being taken against him / her in terms of the section 58 of the Magistrates court act in the case of non performance.

**I, the undersigned have read, fully understand and accept these terms and conditions and schedule of fees. Upon signing of this agreement I agree to pay Au Pair Love and Care the full placement fee due, upon the engagement of an Au Pair.**

**A signed copy of this agreement will be faxed or emailed to Au Pair Love and Care. By submitting this application form either by fax or email, I accept all terms and conditions, whether or not this document has been signed in full.**

**Full Names of Host Family** \_\_\_\_\_

**Full signature of Host Family** \_\_\_\_\_

**Witness Signature** \_\_\_\_\_

**Date of Acceptance** \_\_\_\_\_