|  |
| --- |
| **FAMILY DETAILS** |
| **MOTHER** | **FATHER** |
| Name |  | Name |  |
| ID No. |  | ID No. |  |
| Occupation |  | Occupation |  |
| Work Tel |  | Work Tel |  |
| Cell |  | Cell |  |
| Email |  | Email |  |
| Company |  | Company |  |
| Home Address: |  |
| FAMILY SURNAME |  |

|  |
| --- |
| **Au Pair Working Hours** |
| **Monday:** |  | **Tuesday:** |  |
| **Wednesday:** |  | **Thursday:** |  |
| **Friday:** |  | **Saturday:** |  |
| **Sunday:** |  | **Total Weekly Hours:** |  |
| **Estimate km’s Au Pair would do weekly:** |

The salary is entirely at your discretion. Au Pairs generally earn between R100 – R140 / hour but many factors can be taken into account. Au pair’s age, experience, qualifications etc. when making your decision.

Overtime worked should be reimbursed at 1.5x the hourly rate; Sundays and Public Holidays should be reimbursed at double hourly rate.

The above rates are not inclusive of travel, which is usually reimbursed AA rates. Usually the family decides to either include a travel allowance into the monthly salary or keep a log book and work it out at the end of the month and pay accordingly.

|  |
| --- |
| **Salary** |
| Total Amount Of Hours |  |
| Hourly Rate |  |
| Salary that you are considering | Between R and R . |

|  |
| --- |
| CHILDREN’S DETAILS |
| **CHILD 1** |
| **Name & Surname** |  |
| **Gender** |  |
| **Age** |  |
| **Date Of Birth** |  |
| **Home Language** |  |
| **School Home Language** |  |
| **School Address** |  |
| **Extra Murals** |  |
| **Medication** |  |
| **Allergies** |  |
| **Special Needs** |  |
| **Describe your child’s temperament** |  |

**CHILD 2**

|  |  |
| --- | --- |
| **Name & Surname** |  |
| **Gender** |  |
| **Age** |  |
| **Date Of Birth** |  |
| **Home Language** |  |
| **School Home Language** |  |
| **School Address** |  |
| **Extra Murals** |  |
| **Medication** |  |
| **Allergies** |  |
| **Special Needs** |  |
| **Describe your child’s temperament** |  |

**CHILD 3**

|  |  |
| --- | --- |
| **Name & Surname** |  |
| **Gender** |  |
| **Age** |  |
| **Date Of Birth** |  |
| **Home Language** |  |
| **School Home Language** |  |
| **School Address** |  |
| **Extra Murals** |  |
| **Medication** |  |
| **Allergies** |  |
| **Special Needs** |  |
| **Describe your child’s temperament** |  |

**CHILD 4**

|  |  |
| --- | --- |
| **Name & Surname** |  |
| **Gender** |  |
| **Age** |  |
| **Date Of Birth** |  |
| **Home Language** |  |
| **School Home Language** |  |
| **School Address** |  |
| **Extra Murals** |  |
| **Medication** |  |
| **Allergies** |  |
| **Special Needs** |  |
| **Describe your child’s temperament** |  |

**Purpose of the Agreement**

This agreement serves as a contract between Edu Core Solutions and the client for the placement services rendered by Edu Core Solutions to the client. Edu Core Solutions undertakes to use its skills and knowledge to seek out a suitable candidate for the client.

**1. BACKGROUND**

1.1 Edu Core Solutions provides recruitment and placement services of au-pairs, to provide the services referred to in its list of available services attached to this agreement;

1.2 The Employer requires a candidate to provide some of these services and wishes to engage Edu Core Solutions to place a suitable candidate, on the terms and conditions contained in this agreement.

**2. APPOINTMENT**

2.1 The Employer appoints Edu Core Solutions to source and place a suitable candidate to provide the services checked in the list of available services at the times indicated in the list.

2.2 The Employer must register with Edu Core Solutions by completing and submitting the above registration form to Edu Core Solutions.

2.3 Upon registration, the Employer must pay a registration fee of R200.

**3. RECRUITMENT AND PLACEMENT**

3.1 As soon as the Employer has registered and paid the registration fee, Edu Core Solutions will commence the process of matching the Employer with suitable candidates.

3.2 Edu Core Solutions will use its best endeavors to check candidates' references and backgrounds (including criminal records). However, Edu Core Solutions will not be held responsible by the Employer for false, misleading or incomplete information furnished to it by any candidate, referee or other source of information.

3.3 Edu Core Solutions will submit resumes of prospective candidates whom it considers suitable for the Employer's requirements to the Employer for consideration. The Employer must notify Edu Core Solutions which prospective candidate(s) he/she wishes to interview. Edu Core Solutions will then arrange the interviews.

3.4 If the Employer wishes to employ a Candidate, he/she must notify Edu Core Solutions and Edu Core Solutions will negotiate the terms of the Candidate's employment between the Employer and the Candidate. In view of the fact that Edu Core Solutions deals with multiple employers, it cannot guarantee that a candidate will remain available for any period after the interview.

3.5 The Employer may not attempt to circumvent Edu Core Solutions by negotiating and contracting directly with a Candidate or by referring a candidate's particulars to a third party who requires services; such third party must be referred to Edu Core Solutions. If an Employer breaches this term, he/she will pay Edu Core Solutions a penalty of double the placement fee that Edu Core Solutions would have charged the Employer if Edu Core Solutions had facilitated the conclusion of the contract of employment.

3.6 The Employer must keep all information provided to him/her by Edu Core Solutions confidential and may not disseminate it or use it for any purpose other than considering the Candidate's suitability for employment.

3.7 Edu Core Solutions will keep all information provided to it by the Employer confidential and will not disseminate it or use it for any purpose other than identifying and recruiting suitable Candidates.

**4. PLACEMENT FEES**

4.1 The Employer will pay Edu Core Solutions placement fees according to the fee formula, annexed to this agreement/posted as stated below.

|  |  |  |
| --- | --- | --- |
| **Temporary Placement** | **Semi Placement** | **Permanent Placement** |
| * Less than 3 months
* R1500 payable as a flat fee
 | * 3-6 months
* 12% of total income for the period
 | * Placement in excess of 6 months
* 10% of the au pairs first annual income
 |

4.2 The registration fee paid by the Employer will be deducted from or credited toward a permanent placement fee. However, if the Employer does not employ any Candidate introduced by Edu Core Solutions, the registration fee will not be refundable to the Employer.

4.3 The Placement fee is due and payable by the Employer to Edu Core Solutions within 5 business days after the Employer and the Candidate have signed an employment contract or before the Candidate commences employment, whichever occurs first. For the avoidance of doubt, no Candidate will commence work for any Employer until the placement fee has been paid in full.

4.4 If the Employer repudiates a contract of employment with a Candidate by cancelling it before the Candidate is due to commence work, the Employer must pay, as liquidated damages:

4.4.1 to the Candidate, 50% of the remuneration that the Candidate would have earned during the first month of employment; and

4.4.2 to Edu Core Solutions, the entire placement fee that would have become due to Edu Core Solutions in respect of the placement.

4.5 Failure by the Employer to pay the Placement fee on its due date will constitute repudiation and guarantee will become null in void.

4.6 All payments due by the Employer to Edu Core Solutions must be paid by electronic funds transfer or direct deposit into Edu Core Solutions banking account.

**PLEASE NOTE:** All placement fees must be paid in full, 3 days from the date of invoice. Invoice is submitted on the date of decision to employ, not on date of commencement of employment. Should the fees not be paid Edu Core Solutions reserves the right to instruct the chosen au pair not to commence work or return to work until such fees have been paid and the transfer/deposit slip as well as agreement has been returned us. All payments to be paid directly into our account as follows:

**Account Name**

**Edu Core Solutions**

**First National Bank**

**Account Number: 62525 9412 84**

**Branch: 256755**

**REF: Name & Surname**

5. **CONTRACTUAL RELATIONSHIPS**

5.1 Although Edu Core Solutions facilitates the negotiation and conclusion of the contract of employment, the resulting contract is between the Employer and the Candidate, acting as principals.

5.2 Accordingly:

5.2.1 All rights and obligations under the resulting contract of employment shall be as between the Employer and the Candidate;

5.2.2 Edu Core Solutions shall not be liable to compensate the Employer for any act or omission of the Candidate; and

5.2.3 The Employer indemnifies Edu Core Solutions against any claims that any Candidate may make against it as a result of any act or omission of the Employer.

**6. GUARANTEES**

6.1 If:

6.1.1 a Candidate fails to take up his/her employment with the Employer;

6.1.2 a Candidate and the Employer are found to be objectively incompatible within 1 month after the employment commencement date; or

6.1.3 a Candidate was placed as a permanent placement and resigns within 2 months after the employment commencement date then Edu Core Solutions will use its best endeavours to place a replacement Candidate with the Employer

6.2 Any refund offered by Edu Core Solutions will be on a replacement of candidate basis only and not a refund of funds.

**7. DISCLAIMER**

Edu Core Solutions will not be liable for any losses or damages suffered by the Employer or his/her child(ren) arising from any act or omission, whether innocent, negligent or intentional, committed by any candidate interviewed or employed by the Employer.

**8. GENERAL**

8.1 The Employer may not cede his/her rights or assign his/her obligations under this agreement to any third party.

8.2 No amendment of this agreement will be of any force or effect unless in writing and signed by both parties.

8.3 This document constitutes a binding agreement between the Employer and Edu Core Solutions. Edu Core Solutions signifies their acceptance of the terms and conditions contained in this document by, signing a paper copy hereof.

Declaration I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ID no.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby acknowledge and understand the above terms and conditions and agree to be bound thereby.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this day\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2022. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of the applicant