



## **ACTIVE KIDS AU PAIRS - FAMILY & AGENCY AGREEMENT**

### **1. PARTIES TO THE AGREEMENT**

- 1.1 ACTIVE KIDS TUTOR & AU PAIR AGENCY, hereinafter referred to as the Agency.
- 1.2 The Family/Client, hereinafter referred to as the Client.
- 1.3 The Child/Children, hereinafter referred to as the Child.
- 1.4 The Au Pair, hereinafter referred to as the Candidate

### **2. FEES**

#### **2.1 Registration / Admin Fee**

- 2.1.1 A once-off admin fee of R400 is payable before the placement process begins.
- 2.1.2 This fee secures the Agency's services for 6 weeks from the date of payment.
- 2.1.3 The fee includes up to 4 candidate profiles. Additional profiles may be viewed for R400.
- 2.1.4 If the Client fails to respond to any communication (email, WhatsApp, or call) within 10 calendar days, the Agency will assume the position is no longer available and remove it from all platforms.

#### **2.2 Placement Fee**

2.2.1 A placement fee of 7% of the candidate's annual salary is payable once a successful placement has been made.

- Example: R6 000 x 12 months x 7% = R5 040.

#### **2.2.2 This fee includes:**

- An editable employment contract template.
- A 3-month candidate guarantee period (see Section 7).

2.2.3 The placement fee becomes payable once the candidate has accepted the offer in writing.

2.2.4 The Client will receive an official invoice via QuickBooks.

2.2.5 Full payment must be made prior to the candidate's start date.

2.2.6 The candidate may not commence employment until the placement fee has been paid in full.

2.2.7 The placement fee is non-refundable and covers all services involved in the placement.

2.2.8 The Agency's fee does not include the candidate's salary.

2.2.9 If the Client withdraws an offer after the candidate has accepted, the Client remains liable for 50% of the placement fee, payable within 7 days.

### **3. EMPLOYMENT CONTRACT**

3.1 The Client is legally required to have a written employment contract with the candidate.

3.2 The Agency will provide a contract template to assist with this process but is not responsible for enforcing or managing the employment relationship between the Client and the candidate.

### **4. INTERVIEW & SELECTION PROCESS**

4.1 The Agency will conduct reference checks and, where requested, criminal background checks.

4.2 While every effort is made to ensure candidate suitability, the final hiring decision rests with the Client.



4.3 All candidate details and documents shared by the Agency are strictly confidential and may not be shared with third parties.

4.4 If the Client introduces a candidate to a third party (friend, family, or associate) and this results in employment, the Client will be liable for the full placement fee.

4.5 The Agency will share profiles of suitable candidates and assist in arranging interviews.

4.6 The Client is entitled to one free 5-day trial period per advertised position.

- Any additional days will incur a R120/day fee.
- The Client must compensate the candidate for their time during the trial.

4.7 The Agency cannot guarantee that a candidate will remain available after the interview.

4.8 The Agency cannot be held responsible for early termination by either the Client or the candidate.

## 5. REPLACEMENTS

5.1 If the Client cancels the placement after confirmation, the placement fee remains non-refundable.

5.2 If the candidate cancels before the start date, the Agency will propose a replacement candidate.

5.3 If a candidate resigns during the guarantee period, the Agency will provide a free replacement, subject to:

- Full payment received on time, and
- No breach of contract by the Client.

5.4 The Agency will provide up to 4 new candidate options.

5.5 If the Client sources their own replacement or declines new candidates, the guarantee is void.

5.6 No refunds are issued if the Client chooses not to proceed with hiring.

5.7 No refund applies if the replacement candidate accepts a lower salary than the original placement.

## 6. EXCLUSIVITY

If a candidate introduced by the Agency is employed by the Client or anyone connected to the Client (e.g., friend, relative, or associate) within 12 months of the original introduction - without involving the Agency - a R5 000 penalty fee applies.

## 7. GUARANTEE CONDITIONS

No replacement or refund will be offered if termination results from:

- Misconduct or breach of contract by the Client.
- Late payment of agency or candidate fees.
- Unreasonable working conditions or ill-treatment.
- Inappropriate personal relationships between the Client and candidate.
- Illness, death, or personal circumstances affecting the candidate or their family.



#### 8. JOB MODIFICATION

If the Client alters the original job specifications (e.g., extended hours, lower salary, or changed duties) after placement, such changes will constitute a new placement and void the original guarantee.

#### 9. LIABILITY

- The Agency acts as an intermediary only and is not the employer.
- The Client must ensure the candidate is suitable before hiring.
- The Agency is not liable for any loss, damage, injury, or inconvenience arising from a candidate's actions or omissions.
- The Agency does not guarantee driving ability, even where the candidate holds a valid driver's licence.

Any dispute shall be resolved in Johannesburg, South Africa, under South African law.

The Client consents to the jurisdiction of the Magistrates' Court and will be liable for legal and collection costs incurred by the Agency in the event of non-payment or breach of this agreement.

#### 10. ACCEPTANCE

By submitting the Active Kids Au Pairs Family Application Form (online or in person), the Client acknowledges and accepts all terms and conditions set out above, whether the document has been physically signed.

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