



Upper Highway Branch  
Manager: Leeanne Lombard  
T: 083 417 9717  
E: leeanne@fabaupairagency.co.za

Durban & North Coast Branch  
Manager: Kerynne McHendry  
T: 071 676 9299  
E: kerynne@fabaupairagency.co.za

**HOST FAMILY REGISTRATION FORM**

**Employer:**

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

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

\_\_\_\_\_

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

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

**Children:**

Name (s) and age (s): \_\_\_\_\_

\_\_\_\_\_

Schools they attend: \_\_\_\_\_

\_\_\_\_\_

Medical conditions/allergies: \_\_\_\_\_

\_\_\_\_\_

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

Occupation: Father: \_\_\_\_\_ Mother: \_\_\_\_\_

**Requirements:**

a) Employment Requirements: (Please circle)

- Full Time/Part Time/Permanent/Temporary
- Own vehicle required? Y/N
- Commencement date of employment: \_\_\_\_\_
- Do you require au pair during school holidays? Y/N



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b) Employee (au pair) requirements:

- Age: \_\_\_\_\_
- Education level: \_\_\_\_\_
- Personality Qualities: \_\_\_\_\_

**Duties of employer (au pair) other than childcare: Please tick.**

- Transport of Children
- Preparation of meals
- Children’s Laundry
- Grocery Shopping
- Supervising/Organizing Play dates/Outings
- Accompanying Family on Holiday
- After Hours babysitting

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

**What salary are you offering?**

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

(Industry rate is around R65 – R80 per hour depending on experience, number of children and hours)

AA Rates (whilst transporting children) excluded from the weekly or monthly salary

**Required hours:**

Monday	Tuesday	Wednesday	Thursday	Friday



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## **AU PAIR AGENCY AGREEMENT**

### **PARTIES**

**1. FAB AU PAIR AGENCY**

**2. \_\_\_\_\_**

**1. DEFINITIONS**

- 1.1 "Agreement" means this au pair agency agreement;
- 1.2 "Agency" means Fab Au Pair Agency;
- 1.3 "Au Pair" means a person placed by the Contractor as a permanent or part-time au pair, babysitter or nanny;
- 1.4 "Business Day" means any day other than Saturday, Sunday or public holiday in the Republic of South Africa;
- 1.5 "Client" means the second party named in the header of this Agreement;
- 1.6 "Parties" / "Party" means the parties to this Agreement or any one of them as the context may indicate;
- 1.7 "Services" means the introduction of an Au Pair to the Client.

**2. INTERPRETATION**

- 2.1 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of this Agreement nor any clause hereof.
- 2.2 Unless a contrary intention clearly appears:
  - 2.2.1 words importing:
    - 2.2.1.1 any one gender includes the other gender;
    - 2.2.1.2 the singular include the plural and vice versa; and
    - 2.2.1.3 natural persons include created entities (incorporated or unincorporated) and vice versa.

- 2.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.
- 2.4 Expressions defined in this Agreement shall bear the same meanings in any schedules or annexures to this Agreement (if any) which do not themselves contain their own conflicting definitions.
- 2.5 If a term is defined within the context of any particular clause in this Agreement, that definition, unless it is clear from the clause in question that the definition has limited application to the relevant clause, shall have the same meaning throughout this Agreement.
- 2.6 The rule that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract (the Contra Pro Ferentem Rule), shall not apply to the interpretation of this Agreement.
- 2.7 The words "include", "including" and "in particular" shall not be construed as limiting the generality of any preceding word/s or introducing an exhaustive list.
- 2.8 Any reference in this Agreement to any other agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented.
- 2.9 When, in this Agreement, a particular number of Business Days is provided for between the happening of one event and another, the number of days must be calculated by:
- 2.9.1 excluding the day on which the first such event occurs;
- 2.9.2 including the day on or by which the second event is to occur; and
- 2.9.3 excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated above, respectively.

### **3. INTRODUCTION**

- 3.1 The Agency hereby undertakes to introduce an Au Pair to the Client subject to the terms of this Agreement.

### **4. NATURE OF APPOINTMENT**

- 4.1 The appointment of the Agency is as an independent contractor.
- 4.2 Nothing contained in this Agreement nor any feature of the arrangement between the Parties shall be construed as giving rise to either a contract of employment, partnership or association between the Parties.

## 5. COMMENCEMENT AND DURATION

- 5.1 The Agreement shall commence on the date that the Host Family Registration Form (prefixed hereto) is submitted to the Agency.
- 5.2 This Agreement shall terminate on the giving of 1 calendar month's written notice by either Party to the other.
- 5.3 The terms of notice may be with or without cause.
- 5.4 The notice shall be effective on delivery thereof to the recipient's domicilium citandi et executandi nominated in terms of clause 13 (being a physical address where delivery of notices and legal process may be effected).
- 5.5 Nothing contained in this clause 5 shall prejudice the entitlement of either Party to cancel this Agreement in terms of clause 12.

## 6. UNDERTAKING BY THE AGENCY

- 6.1 The Agency undertakes to introduce the most suitable Au Pair to the Client.
- 6.2 The Agency shall apply reasonable care in selecting a suitable Au Pair to be introduced to the Client.
- 6.3 The Agency shall provide the Client with the information relating to the Au Pair which is reasonably necessary to ensure an appropriate placement.
- 6.4 The Agency shall not be responsible for conducting security / criminal checks on the proposed Au Pair. This shall be the sole responsibility of the Client. The Client may request the said information from the Agency in respect of the Au Pair if the Client requires the information to conduct a security / criminal check on the proposed Au Pair.
- 6.5 The provision of any information by the Agency in respect of the proposed Au Pair in terms of clause 6.4 is subject to the Au Pair's consent in terms of the Protection of Personal Information Act 4 of 2013.
- 6.6 Whilst the Agency will take reasonable care to ensure a suitable placement of an Au Pair with the Client, it is the Client's responsibility to satisfy himself before concluding a contract of employment with the Au Pair. The Agency does not accept the responsibility for an unsuitable placement of an Au Pair with the Client.

## 7. UNDERTAKING BY THE CLIENT

- 7.1 The Client undertakes to consider all information supplied by the Agency regarding the Au Pair as confidential and shall not disclose such information to any third party or use the information for unauthorised purpose.

7.2 The Client undertakes to pay the Agency for its Services in the amount and manner provided for in clause 8.

7.3 The Client shall provide the Agency with the terms and conditions of the contract of employment concluded between the Client and the Au Pair and / or a copy of the written contract of employment prior to the commencement of the Au Pair's employment.

## **8. PLACEMENT FEES**

8.1 The Client shall pay a fee for the placement of an Au Pair ("Placement Fee").  
The Placement Fee shall be:

8.1.1 in an amount calculated as 10% of the amount to be payable by the Client to the Au Pair for services rendered for a period of 12 months, to the exclusion of cellular phone and travel allowances ("Au Pair's Salary") or as follows:

8.1.1.1 R 3,000-00 for placement of a permanent full-time Au Pair (Au Pair placed for a period of 3 months or more and renders services for more than 10 hours a month);

8.1.1.2 R 2,000-00 for placement of a temporary Au Pair (Au Pair placed for less than 3 months);

whichever is the higher amount;

8.1.2 payable by the Client within 3 days of receipt of an invoice from the Agency exclusively into the bank account of the Agency to be nominated in writing.

8.2 The Client shall notify the Agency if an Au Pair placed with the Client on a temporary basis in terms of clause 8.1.1.2 remains with the Client beyond the period of the Au Pair's employment. In such event, the Client shall be liable to pay an additional Placement Fee for the placement of the Au Pair on a permanent basis in terms of clause 8.1.1.

8.3 The Client shall only be liable to pay the Placement Fee if an Au Pair is introduced to the Client.

8.4 The Placement Fee is non-refundable.

8.5 Late or overdue Placement Fees will result in the Agency's guarantee in clause 9 becoming invalid.

8.6 The Au Pair will not be permitted to render services to the Client if the Placement Fee is not paid in full. Once the Client and the Au Pair have accepted and agreed upon the terms and conditions of the Au Pair's employment, either verbally or in writing, a Placement Fee Invoice will be issued to the Client. The invoice will be dated per the date the Au Pair commences employment.

## **9. TERMINATION OF EMPLOYMENT**

- 9.1 In the event the Au Pair resigns or is dismissed within 1 month of commencement of employment the Agency will do all such things reasonably necessary to introduce a suitable replacement Au Pair without charging a fee. Whilst the Agency will do all such things necessary to introduce a suitable replacement Au Pair for the Client, it does not guarantee a suitable placement.
- 9.2 The Agency will do all such things that are reasonably necessary to introduce a suitable replacement Au Pair subject to:
- 9.2.1 the Au Pair's employment being terminated for reasons mentioned in clause 9.1 except for the reason of retrenchment of the Au Pair;
  - 9.2.2 the termination of the Au Pair's employment within 1 calendar month of commencement of employment the Au Pair with Client by the Agency.
- 9.3 In the event the Client cancels the contract of employment between the Client and the Au Pair prior to the date of commencement of employment of the Au Pair, the Client shall be liable for the full Placement Fee even if the contract of employment has not been signed by the Client and / or Au Pair.
- 9.4 The Agency offers a 1 month probation on placement. To validate this guarantee the Placement Fee must be paid in full.

## **10. CONTRACT OF EMPLOYMENT**

- 10.1 If the Client makes an offer of employment to the Au Pair and the offer is subsequently accepted by the Au Pair on the terms provided by the client, the Au Pair will be considered the employee of the Client.
- 10.2 In terms of the Basic Conditions of Employment Act 75 of 1997, a contract of employment must be recorded in writing. The Agency will provide to the Client a document containing the standard terms and conditions of employment which the Client and Au Pair wish to agree to.
- 10.3 The failure of the Client and the Au Pair to conclude a written contract of employment will not render the contract of employment invalid.

## **11. INDEMNITY AND WAIVER**

- 11.1 The Agency does not accept any responsibility for any misrepresentation of information made by the Au Pair.



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11.2 The Agency shall not be held liable for any loss, damage, expense, personal injury or death caused directly or indirectly through an act or omission (intentionally or through negligence) on the part of the Au Pair.

11.3 The Agency acts as an intermediary only and is not the employer of the Au Pair.

**12. BREACH**

12.1 If any of the Parties breach any provision of this Agreement (“Defaulting Party”) and, if such breach is capable of being remedied, fails to remedy the breach within 5 Business Days after written notice has been given to the Defaulting Party by the Party requiring the breach to be remedied (“Aggrieved Party”), the Aggrieved Party shall be entitled, without prejudice to any other rights she may have, to:

12.1 seek an order for specific performance against the Defaulting Party; or

12.2 to claim any damages suffered by the Aggrieved Party; or

12.3 to cancel this Agreement, with or without a claim for damages.

12.2 The Defaulting Party shall be liable for all costs and expenses (calculated on an attorney and own client scale) incurred as a result of or in connection with any breach.

**13. DOMICILIUM**

13.1 The Parties respectively choose as their domicilia citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following physical addresses:

Party	Physical Address	Email Address
Agency		
Client		

13.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

13.3 A Party shall be entitled to change its domicilium address from time to time, by way of written notice to the others specifying its new domicilium address provided always, however, that the new address is within the Republic of South Africa and is not a post office or post restante address.



13.4 Any notice to a Party:

13.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its domicilium address shall be deemed to have been received on the 5th Business Day after posting (unless the contrary is proved);

13.4.2 delivered by hand to a responsible person during ordinary business hours at its domicilium address shall be deemed to have been received on the day of delivery;

13.4.3 transmitted per email to its domicilium email address shall be deemed to have been received on the day of transmission.

13.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium address.

**14. DEEMING CLAUSE**

14.1 The Client is deemed to have accepted all the terms set forth in this Agreement upon submission of the Host Family Registration Form (prefixed hereto) to the Agency irrespective of whether this Agreement has been signed by both Parties.

**15. GENERAL**

15.1 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.

15.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof, and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be binding unless recorded in writing and signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation).

15.3 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate so as to preclude such Party from thereafter exercising her rights strictly in accordance with this Agreement.

15.4 No Party shall be bound by any representation or warranty, not recorded herein, whether it induced the contract and/or whether it was negligent or not.

15.5 This Agreement shall be binding upon all the Parties and upon their estates, executors, administrators, curators or assigns.

15.6 This Agreement shall be governed by the laws of the Republic of South Africa.



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Fab Au Pair Agency	
Representative	
Date	
Place	
Signature	

Client	
Date	
Place	
Signature	