

Your family Our Passion

# Aupair at Home

since 1994

Newlands Office 021 683 7776  
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Web [www.aupairathome.co.za](http://www.aupairathome.co.za)

Dear Prospective Client,

Thank you for your interest. Herewith some information about au pairing and our placement agency, **Au Pair at Home**. Please visit our website [www.aupairathome.co.za](http://www.aupairathome.co.za), or you can contact us directly.

### About Au pairing in South Africa and Our Services

Au Pairing has taken on its own shape and qualities when applied to our unique circumstances in the Western Cape. We apply the word 'au pair' to be at times Baby Specialist, 'Big Sister or Brother; Professional Au Pair; Au Pair/P.A to the family. All of these roles fall within our expertise and our description of au pair covers all of those. A Professional Au Pair, through Au Pair at Home, is equivalent to the English "Nanny".

How it is defined really depends on the family's needs. For the parents it is very reassuring to know that someone who is familiar with your family's habits, educational standards and values is caring for your children in your own home. We also place Night Nurses, Tutors for the home and Learner Facilitators at schools.

### About us and how We Operate

We have been involved in the au pair placement since 1994, initially sending au pairs overseas but soon thereafter we focused on the local placement of au pairs as our passion lies with caring for children and healthy family life.

Au Pair at Home has the special knowledge, understanding and experience to assess your family's needs, and the ability to match these to the most suitable au pair.

Once your family has expressed interest in hiring an au pair, upon request we visit your family in your home environment, to discuss your unique requirements. A R300 consultation fee will be charged **only** if an au pair is not placed with your family by Au Pair at Home. If an au pair is placed with your family, this amount will be deducted from the placement fee. We constantly interview and filter out potential au pairs as our most important objective is matching the family's requirements and the au pair's personality, skills and qualifications as best as possible. We arrange interviews for you to meet the potential au pairs and assist you in making your final decision.

### Our Placement Fee and Contract

Once you have interviewed the potential candidates and have agreed to engage an au pair, you become liable to pay a placement fee to Au Pair at Home which is equivalent to one month's salary which is paid to your au pair. This is explained more fully in the attached terms and conditions. The placement fee is payable immediately upon your agreeing to engage an au pair.

Attached is a contract setting out the terms and conditions upon which we work, which requires your signature. Once we receive the signed contract, together with your completed application forms, which are also attached, we will begin the process of finding a suitable au pair for your family. You will note from the contract that you are not bound to pay the placement fee unless an au pair is placed with your family. Once you have signed the contract, Au Pair at Home undertakes to replace the chosen au pair, free of charge, should she leave within 3 months of starting her employment with you. (Except for short-term placements)

Short term Placements will be charged at a rate of 30% of the total earnings of the au pair for the duration of the placement, with a minimum fee of R150.

### Ongoing Support

In addition, we provide ongoing qualified support by our long established team to both your family and the au pair and this continues throughout the placement period. If necessary, we mediate to maintain a positive working relationship.

### Confidentiality

We treat your family's details as confidential. We require reciprocal confidentiality in regard to certain issues set out in our terms and conditions.

To activate the process, please fax back the attached application forms and signed contract, and we will call you to set up a suitable time to meet the candidates.

Yours sincerely  
Lilian & Caron

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**APPLICATION FORM**  
**SHORT TERM**

Surname \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ City \_\_\_\_\_ Code \_\_\_\_\_  
Telephone: H) \_\_\_\_\_ W) \_\_\_\_\_  
Cell) \_\_\_\_\_ Fax) \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**Parents**

Name \_\_\_\_\_  
Age \_\_\_\_\_  
Occupation \_\_\_\_\_  
Nationality \_\_\_\_\_  
Religion \_\_\_\_\_  
Cell Phone \_\_\_\_\_

**Children**

Name \_\_\_\_\_  
D.O.B \_\_\_\_\_  
Sex \_\_\_\_\_  
School \_\_\_\_\_

Are the children healthy \_\_\_\_\_ If not, please detail \_\_\_\_\_

Do the children have any special needs \_\_\_\_\_ If so, please detail \_\_\_\_\_

Languages Spoken \_\_\_\_\_

Family Hobbies \_\_\_\_\_

Pets \_\_\_\_\_

**Details of the Short Term Assignment :**

Dates: From \_\_\_\_\_ to \_\_\_\_\_

Live In \_\_\_\_\_ Car Available \_\_\_\_\_ Au Pair to use her own car \_\_\_\_\_

Will there be other staff present \_\_\_\_\_

Further Information \_\_\_\_\_

**Short Term Application Page Two**

**Must the Au Pair have / be:**

Drivers License \_\_\_\_\_ Non-Smoker \_\_\_\_\_ Musical \_\_\_\_\_ Swimmer \_\_\_\_\_

Family Orientated \_\_\_\_\_ Independent \_\_\_\_\_ Sporty \_\_\_\_\_ Able to cook \_\_\_\_\_

Willing to travel \_\_\_\_\_ Animal Lover \_\_\_\_\_ Other \_\_\_\_\_

**Expected Daily Routine** (describe what the Au Pair will be doing)

Morning \_\_\_\_\_

Afternoon \_\_\_\_\_

Evening \_\_\_\_\_

Other details or information \_\_\_\_\_

**Working Hours**

Days per week \_\_\_\_\_ Weeks \_\_\_\_\_ Weekends \_\_\_\_\_

**Salary** (Hourly, Daily or Monthly depending on circumstance) \_\_\_\_\_

Any Extras \_\_\_\_\_

**Contact Persons whilst you are away :**

Relationship:	Name:	Number:	Extra Info:
Doctor			

**Your contact number(s) whilst away :**

Who is responsible for paying Au Pair @ Home? \_\_\_\_\_

Where did you hear about Au Pair @ Home ? \_\_\_\_\_

**I confirm that the information given above is true and correct and that I register under the terms and conditions as stated in the attached "Terms and Conditions" Form.**

**Signed at** \_\_\_\_\_ **on (date)** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Please Print Name** \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

"Client" shall mean \_\_\_\_\_ [NAME]  
of \_\_\_\_\_ [ADDRESS]

### Engagement of Services

The client has engaged the services of Au Pair @ Home to procure an au pair on the terms and conditions set out below.

### Suitability of au pair

Au Pair @ Home shall use its best endeavors to ensure that the candidate au pairs presented to the client are suitable for the client's needs, but expressly gives no warranty whatsoever that the au pair will be suitable.

### Placement Fee

A placement fee equivalent to one month's gross salary payable to the au pair shall be due and payable to Au Pair @ Home, immediately upon the client verbally (or other) agreeing to engage an au pair. ***This shall not mean after the employment contract is signed by both parties or when the au pair commences employment with the family.*** Au Pair @ Home reserves the right to inform the au pair not to commence employment with the family until the placement fee is paid in full. In the event that the au pair's salary is increased during the first 18 months of this contract (whether the au pair's hours increased or the job changes or there is a salary increase), then Au Pair @ Home will be entitled to a top up placement fee, due and payable on the date that the increased salary is first paid. One month's gross salary shall mean the amount payable to the au pair on a monthly basis and shall not mean any reduced amount paid to the au pair during a probationary period. Should this fee not be paid in full on placement or when an increase becomes effective, as the case may be, and the account is handed over for collection, the client will, in addition to the placement fee be responsible for all legal costs incurred.

### Short term placements

For short term placements, the placement fee shall be 30% of the projected amount payable to the au pair over the period of the placement, which amount shall be adjusted upwards or downwards as the case may be, once the placement has terminated and the amount paid to the au pair determined, subject always to a minimum placement fee of R150.00, which is due and payable even if the short term placement is cancelled or terminated during the period of the placement. Should the short term placement of the au pair be cancelled by the client 3 days or less prior to commencement of the employment a cancellation fee of R150 shall be payable within 24 hours of the client having cancelled the appointment. Au Pair @ Home is not obliged to find a short term replacement.

### Cancellation

Should an au pair have been placed with the family and for whatever reason the family decides to cancel the placement, after agreeing to hire the au pair, a cancellation fee of R1000.00 (one thousand rand) will become due and payable immediately upon cancellation.

Should a short term cancellation occur once a family has agreed to place an au pair on a short term assignment, a cancellation fee of R500.00 (five hundred rand) will become due and payable immediately upon cancellation.

Should this fee not be paid in full on cancellation and the account is handed over for collection, the client will, in addition to the cancellation fee be responsible for all legal costs incurred.

### Replacement

Should the au pair leave the client during the first 3 months of the placement period, Au Pair @ Home shall, as soon as is reasonably possible in the circumstances, find a replacement au pair. Should the replacement au pair leave the client within the first 3 months of the original au pair's placement period, Au Pair @ Home shall have no further obligation to find another replacement, unless otherwise agreed in writing by the client and Au Pair @ Home.

## Refund of Placement Fee

The placement fee is non refundable, but will be considered refundable in exceptional circumstances, determined by Au Pair @ Home in its sole discretion, if the following have been met:

- a) The full placement fee has been paid within 7 days of placement.
- b) The client affords Au Pair @ Home sufficient notice in writing as well as sufficient time to source and find a replacement and a replacement has not been found.
- c) Where the working hours and job specifications are identical to the original specification given to Au Pair @ Home.

Should the au pair initially engaged be replaced by Au Pair @ Home in terms of this contract, and such replacement au pair receives a higher salary than the previous au pair, the client will be required to pay to Au Pair @ Home a placement fee or top up fee of the difference in the respective salaries, upon the terms and conditions set out in this agreement.

If the above criteria are met and no replacement is found within a 3 week period, the original au pair placement will be regarded as a short term position, with the placement fee due, being equivalent to 30% of the total paid to the Au Pair.

## Non circumvention and confidentiality

The client acknowledges and undertakes that:

- (a) the personal information (including contact details) of the au pair are to remain confidential and shall not be passed on to third parties with a view to or for the purpose of the au pair obtaining employment with that third party;
- (b) the au pair has entered into an agency contract with Au Pair @ Home and by procuring employment for the au pair without going through the agency of Au Pair @ Home, the client will be causing financial loss to Au Pair @ Home and will further be causing the au pair to breach her contract with Au Pair @ Home;
- (c) a breach by the client of this provision of the contract will be the basis of a claim by Au Pair @ Home against the client for the amount of the placement fee not paid to Au Pair @ Home, together with any other damages which it may have suffered including interest and legal costs;
- (d) the client undertakes to treat all information supplied by Au Pair @ Home about the au pair as confidential and not to pass such information on to any third party, unless strictly required in order for the au pair to carry out her obligations to the client.

## Information, damages and indemnity

In selecting the candidate au pair, Au Pair @ Home has relied on the information supplied by the au pair herself and the information obtained from references supplied by the au pair. Au Pair @ Home has relied on such information in good faith and has passed on such information to the client in good faith. Au Pair @ Home shall bear no liability whatsoever for any loss or damage suffered by the client, directly or indirectly, arising from the au pair's employment with the client. In the event that the au pair suffers any loss, injury or damage arising out of her employment with the client, the client hereby indemnifies Au Pair @ Home in respect of any claims made against Au Pair @ Home as a result of such loss, injury or damage by the au pair or by any other person.

## General

This document contains the whole agreement between the parties. No variation, amendment, deletion or addition to these terms and conditions shall be valid unless in writing and signed by the parties. Neither party shall be bound by any express or implied term, representation, warrant, promise or the like not recorded in this contract. No indulgence granted by Au Pair @ Home to the client shall be deemed to be a waiver of any of rights of Au Pair @ Home.

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**The Client**

Date:

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**Au Pair @ Home**

Date: