



CHILDREN'S DETAILS			
Child's Age		Child's Age	
Name of the Child		Name of the Child	
Gender		Gender	
Languages		Languages	
Special requirements for this child:		Special requirements for this child:	

AU PAIR'S REQUIREMENTS:

- | | |
|--|--|
| Matric/Tertiary Education <input type="checkbox"/> | Driver's Licence <input type="checkbox"/> |
| First Aid <input type="checkbox"/> | Reliable Vehicle <input type="checkbox"/> |
| References <input type="checkbox"/> | Family Providing Car <input type="checkbox"/> |
| Preparing Meals <input type="checkbox"/> | Child Care Experience <input type="checkbox"/> |

Any other requirements: <i>(Your personal preferences i.e. religion, race ,languages etc)</i>

NATURE OF EMPLOYMENT OFFERED:

- | | | |
|------------------------------------|-----------------------------------|------------------------------------|
| Permanent <input type="checkbox"/> | Contract <input type="checkbox"/> | Temporary <input type="checkbox"/> |
| Live-In <input type="checkbox"/> | Live-Out <input type="checkbox"/> | |

SALARY AND DISBURSEMENTS OFFER:

SALARY OFFERED				
Hourly Rate	From	R /hr	To	R /hr
Monthly fixed salary	From	R /month	To	R /month
Travelling disbursement plan				
Negotiable	YES		NO	

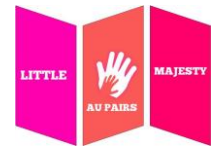


AGREEMENT

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1. the clause headings are for convenience and shall be disregarded in construing this Agreement;
- 1.2. unless the context indicates a contrary intention, the singular shall include plural and vice versa;
- 1.3. a natural person includes an artificial or juristic person and vice versa;
- 1.4. unless the context clearly indicates a contrary intention, the following expressions shall bear the meanings set opposite them below and cognate expressions shall bear corresponding meanings –
- 1.5. **“Agreement”** means this services agreement and its annexures, if any;
- 1.6. **“Business Day”** means each day other than a Saturday, Sunday or proclaimed public holiday in South Africa;
- 1.7. **“Little Majesty”** means Little Majesty Babysitters (Pty) Ltd t/a Little Majesty Au Pairs, registration number 2019/400325/07, a private limited liability company registered in accordance with the company laws of South Africa;
- 1.8. **“Parties”** means the Family and Little Majesty, and the name **“Party”** shall mean each of them;
- 1.9. **“Services”** means Little Majesty assisting the Family to find an Au Pair to provide services to the Family as set out in clause 4 below;
- 1.10. **“Signature Date”** means the date of the signature of this Agreement by the Party last signing it, provided that all the Parties sign this Agreement; and
- 1.11. **“Temporary Placements”** means from zero to four weeks;
- 1.12. **“the Family”** means any person(s) and/or any institution obtaining assistance from Little Majesty in finding an Au Pair.
- 1.13. if any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party then notwithstanding that it is in a definition, effect shall



be given to that provision as if it were a substantive provision in the body of this Agreement;

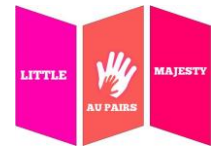
- 1.14. where any term is defined within a particular clause other than this clause 1, the term so defined shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement unless it is clear from the clause in question that such a defined term has limited application to the relevant clause;
- 1.15. where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;
- 1.16. the rule of construction that this Agreement shall be interpreted against the party responsible for the drafting of this Agreement shall not apply;
- 1.17. the words “include” and “including” followed by a specific example or examples shall not be construed as limiting the meaning of the general word preceding it;
- 1.18. where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a business day, the last day shall be deemed to be the next succeeding day which is a business day;
- 1.19. no provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a party to this Agreement;
- 1.20. the expiration or termination of this agreement shall not affect such of the provisions contained herein and are expressly provided that they will operate after such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide therefor.

2. APPOINTMENT

With effect from the Signature Date, the Family hereby appoints Little Majesty, which appointment Little Majesty hereby accepts, to perform the Services on the terms and conditions contained in this Agreement.

3. DURATION OF THE AGREEMENT

This Agreement shall commence on the Signature Date and shall subsist at the time the Family pays Little Majesty Placement Fees for the Services rendered and when the Au Pair and the Family enters in a Contract of Employment.



4. THE SERVICES

Little Majesty shall assist the Family in finding an Au Pair.

5. LITTLE MAJESTY'S OBLIGATIONS

- 5.1. Little Majesty shall keep records of all work done by her pursuant to this Agreement.
- 5.2. In providing the Services, Little Majesty shall –
 - 5.2.1. act in a diligently and professional manner to find an Au Pair with due and proper care and in accordance with the proficient standards required by the Family;
 - 5.2.2. use its utmost endeavours to screen, do a background check and interview, the Au Pair within the Family's requirements and to preserve the Family's needs;
 - 5.2.3. forward a suitable Au Pair's resume to the Family and arrange an interview for the Family to interview the Au Pair;
 - 5.2.4. be the communication channel between the Family and the Au Pair at all material times;
 - 5.2.5. be responsible to relay the interview feedback to the Au Pair, either positive or negative.

6. PLACEMENT FEES AND PAYMENT

- 6.1. After performing reasonably satisfactory Services, Little Majesty shall be remunerated for the Services before the Au Pair commences work by:
 - 6.1.1. a once off payment of 11% of the Au Pair's annual salary on permanent placement;
 - 6.1.2. contract placements shall be calculated as follows:
 - 6.1.2.1. 1 – 3 months, a once off payment of 22% of the Au Pair's salary;
 - 6.1.2.2. 4 – 6 months, a once off payment of 20% of the Au Pair's salary;
 - 6.1.2.3. 7 – 11 months, a once off payment 15% of the Au Pair's salary; and
 - 6.1.3. a once off placement fee of R1 500.00 on temporary placements.
- 6.2. An invoice shall be issued to the Family, and it shall be paid within two days from the invoice date, and before the Au Pair commences work. In the event that the Au Pair is starting work immediately after the interview, the invoice shall be paid immediately



before the Au Pair commences. All payments to be made into our bank account furnished on our invoice, and on our covering letter.

7. CIRCUMVENTING LITTLE MAJESTY

The Family agrees that it will not circumvent Little Majesty and enter into any separate agreement with the Au Pair that was allocated to them by Little Majesty. In the event that such incident happens and becomes knowledgeable to Little Majesty, the Family shall be liable to pay Little Majesty an amount equivalent to the Family's highest offer on the candidate's salary specification multiplied by two months, (the Au Pair's two months' salary) this shall be advanced to Little Majesty within two days.

8. CANCELLATION POLICY

Should the Family decides the revoke the contract before the Au Pair commences work, the Family shall still be liable to pay Little Majesty its full placement fees amount, and also pay the Au Pair 75% of his/her promised salary for compensation.

9. CONFIDENTIALITY

Any information obtained by any Party in terms, or arising from the implementation, of this Agreement, shall be treated and kept in confidence and as secret and confidential by the Parties.

10. WARRANTIES

10.1. The Parties warrant that:

10.1.1. it has the legal capacity and authority required to conclude and implement this Agreement and that such conclusion and implementation does not conflict with any obligation or restriction applicable to it, whether in terms of any law, or otherwise; and

10.1.2. the obligations imposed on it by the provisions of this Agreement are legally valid and binding on it.

10.2. Little Majesty warrants that:

10.2.1. it has the necessary relationships or platform necessary for the provision of the Services; and

10.2.2. it will provide the Services with promptness and diligence and in a professional manner and in accordance with all applicable laws and regulations.



11. RELATIONSHIP BETWEEN THE PARTIES

- 11.1. In performing her work under this Agreement, Little Majesty acts as the Agency, and nothing in this Agreement creates, or is intended to or will be deemed to create a relationship of association between the Parties to this Agreement.
- 11.2. A Contract of Employment shall be strictly between the Family and the Au Pair.

12. INDEMNITY

- 12.1. The Family agrees to indemnify and hold harmless Little Majesty, from and against any claims, demands, damages, it may suffer or incur or which may be made or threatened against it relating to or arising directly or indirectly out of or in connection with its engagement of the Au Pair and as a consequence of entering into this Agreement or any activities performed pursuant to their Contract of Employment.
- 12.2. In no event shall Little Majesty be liable for any consequential, indirect, incidental, punitive or special damages of any nature in connection with the Au Pair's services and/or any other conduct.

13. BREACH

Should either Party commit a breach of any provision of this Agreement and fail to remedy such breach within 14 (fourteen) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this Agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages.

14. JURISDICTION

The Parties irrevocably and unconditionally consent to the non-exclusive jurisdiction of the South Gauteng High Court of South Africa (or any successor to that division) in regard to all matters arising from this Agreement that are permitted to be resolved in court.

15. GENERAL

- 15.1. No indulgence or extension of time which any Party may grant to any other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of that Party in terms hereof.
- 15.2. Save as expressly provided for herein, no Party shall be entitled to cede, assign, transfer, encumber or delegate any of its rights, obligations and/or interest in, under or in terms of this Agreement to any third party without the prior written consent of the other Party.



15.3. If any of the terms of this Agreement, are varied, the other terms shall, unless otherwise agreed in writing, remain of full force and effect.

16. COSTS

Each Party shall bear its own costs incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

Signed at _____ this _____ day of _____ 2020.

As witnesses:

For and on behalf of Little Majesty:

1 _____

Name:

Capacity:

who warrants that he / she is duly authorised thereto

2 _____

Signed at _____ this _____ day of _____ 2020.

As witnesses:

Family:

1 _____

Name:

2 _____

Surname:



ANNEXURE

DUTIES OF AN AU PAIR

1. Prepare children to school;
2. Dropping and picking up your children to and from school;
3. Taking your children to extra murals, therapies, doctor's appointments etc;
4. Work on school holidays helping and giving your children some care and companionship;
5. Attending to your children's school meetings, sports activities on your behalf;
6. Preparing snacks and meals for your children;
7. Prepare dinner for your children;
8. Assisting children with homework and projects;
9. Arranging play dates and taking your children to the dates;
10. Travelling with the family assisting with children during family holidays or any other trips;
11. Assisting with shopping for your children's school and personal supplies;
12. Running errands for you;
13. Grocery shopping for you;
14. Engaging in mentally motivating play and activities with your children;
15. Babysitting on weekends or nights after consultation and relevant arrangements.