



TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 **"Agency"**: means Old School Cool.
- 1.2 **"Client"**: is the person, family or company that requests, whether tacit or implied, the agency to supply services and such request is accepted by the Agency.
- 1.3 **"Candidate"**: is defined as the person introduced by the Agency to the Client and includes, but is not limited to tutors, private tutors, *au pairs* and babysitters.
- 1.4 **"Private Tutor"**: a candidate that teaches, tutors/assists the Client's children with work, homework, extra-mural activities or learning at the Client's house or chosen venue.
- 1.5 **"Tutor"**: a candidate that teaches, tutors/assists the Client's children with work, homework, extra-mural activities or learning at the Agency.
- 1.6 **"Babysitter"**: a candidate that looks after or supervises the Client's children at the Client's house or chosen venue.
- 1.7 **"Registration"**: takes place as soon as the 'Online Registration' form or the "Family Fancies" form is submitted to the Agency.
- 1.8 **"Placement fees"**: the amount charged by the Agency to the Client as payment for the provision of a Candidate, calculated on the salary of the Candidate

together with any fuel allowance or subsidy and/or phone allowance negotiated by the Client to the Candidate.

2. ADMINISTRATION

- 2.1 An administration fee of R250.00 is required upon registration with the Agency.
- 2.2 When the Client commences the registration process the terms and conditions laid out herein are deemed to have been read and accepted.
- 2.3 Registration is deemed to have taken place once the "*Online Registration*" form or "*Family Fancies*" form is submitted to the Agency.
- 2.4 Once this fee has been received the Agency will commence, within a reasonable time, the process of matching the Client with a suitable Candidate.
- 2.5 Should one of our Candidates be selected, the administration fee will be deducted from the placement fee.
- 2.6 However, should one of our Candidates not be utilised, the administration fee will be deemed to be non-refundable.

3. REMUNERATION AND PLACEMENT FEES

- 3.1. Placement fees remunerated to the Agency for the Candidate selected by the Client, save for Candidates employed in the capacity of a babysitter or tutor, are calculated on the full remuneration as follows:
 - 3.1.1 Permanent Placements (an expected employment in excess of 6 months):
12% of the estimated annual income (calculated as follows: hourly rate x no. of hours per week x 4.333 x 12 x 12%);
 - 3.1.2 Semi-Permanent Placements (an expected 3-6 month placement):
22% of total income for period employed (calculated as follows: hourly rate x no. of hours per week x 4.333 x no of months required x 22%);
 - 3.1.3 Temporary Placements (an expected placement of under 3 months):

Are charged at a flat rate of R1500.00.

- 3.2 Should a family car be provided to the Client a flat rate of R1000.00 is added to the placement fee charged by the agency.
- 3.3 Placement fees are only charged for private tutors and *au pairs*, no placement fees are charged for babysitters or tutors.
- 3.4 In addition to paying the babysitter an hourly rate, the Client will pay the Agency an administration fee of R100.00 per shift for the babysitter.
- 3.5 Placement fees are due and payable once a Candidate has accepted an offer of employment from the Client.
- 3.6 Placement fees must be paid in full by no later than seven (7) days after the date of invoice, alternatively the day before the Candidate commences work, whichever date is the soonest.
- 3.7 No Candidate shall be permitted to commence employment with the Client until all fees due to the Agency are paid.
- 3.8 All payments to the Agency must be made *via* EFT, internet transfer or direct deposit.
- 3.9 No credit cards or cheques will be accepted.

4. TERMS & CONDITIONS

- 4.1 The Agency is only an introduction and placement agency between Clients and Candidates.
- 4.2 The Agency is at no stage the employer of any of the Candidates.
- 4.3 An employment relationship exists solely between the Client (employer) and the Candidate (employee).

- 4.4 The Agency undertakes to reasonably screen Candidates, however can not be held liable for any intentional or negligent misrepresentation made by a Candidate.
- 4.5 After a Client has interviewed a Candidate, the Client has three (3) days to decide to employ the Candidate and inform the Agency of such decision, failure to do so will result in the Candidate being able to attend other interviews scheduled by the Agency.
- 4.6 Should the Client pass on an introduction to a third party, which results in an engagement of the Candidate by that third party, the Client will be responsible for payment of the Agency's administration fee, placement fee and any other fee owing to the Agency.
- 4.7 The Agency will not be held liable for any losses, damages, expenses or delays incurred by the Candidate, Client, Client's children, Client's assets or any person or asset encountered during the Candidate's course of employment with the Client, whether through any negligent or intentional act or omission of the Candidate.
- 4.8 The Agency will not be involved in any dispute which may arise and/or any legal agreement entered in to between the Client and the Candidate.
- 4.9 The Agency can not be held liable for any employment conditions entered into between the Client and Candidate.
- 4.10 The Agency undertakes to replace a Candidate immediately should the initial selected Candidate fail to take up employment with the Client. The Agency will not refund the Client.
- 4.11 Should the Client cancel the arrangement before the Candidate commences work, but after the Client agreed to employ the Candidate, the Client will be liable to pay fifty (50) percent of the cash remuneration which would have been paid to the Candidate for one (1) week's worth and pay the Agency twenty-five (25) percent of the total calculated placement fee that would have been paid should the Client have not cancelled the arrangement.

- 4.12 Should the Client and the Candidate not be compatible within one (1) month after the Candidate is placed, the Agency undertakes to provide a suitable replacement free of charge, should the incompatibility be deemed to be within reason by the Agency.
- 4.13 Should a Candidate resign within three (3) months from the commencement of their employment with the Client, and provided the placement is a permanent placement and that the resignation was not due to any fault of the Client, the Agency will assist the Client in finding another Candidate free of charge.
- 4.14 The replacement guarantee, as set out in paragraphs 4.10 and 4.11, will not be extended with the start of employment of subsequent Candidates after the original placement.
- 4.15 Should the Client re-employ the Candidate after the expiry of the expected duration of the placement, the Client must notify the Agency and pay the required placement fee as set out under paragraphs 3.1 – 3.2, failure to do so will constitute a breach of the terms and conditions of this agreement.
- 4.16 All correspondences and records remain the property of the Agency and any information supplied by the Agency to the Client is private and confidential and may not be disclosed to any third party.
- 4.17 Any variation of the terms contained herein will only be binding on the Agency if it is in writing and signed by the Agency.

Please complete and either scan and e-mail to tiffini@oldschoolcool.co.za or fax to 086 580 5417. **Furthermore, kindly tick the Terms and Conditions box online.**

Payments are to be made into the following account: First National Bank, Account no.: 62236527787, Branch: Greenstone, Branch Code: 201510, Cheque Account.