

Care Recruitment Solutions

A DIVISION OF EDU BABE

INTRODUCTORY AND PRE-CONDITIONS

Thank you for choosing Edu Babe trading as Care Recruitment Solutions.

We have attached several documents for you regarding our placements. Please complete the application forms and e-mail or fax them back to the Edu Babe (Care Recruitment Solutions) franchisee in your area. We will make contact with you within 24 hours to confirm receipt of the application forms. Please contact the franchisee in your area if the particular franchisee did not contact you, as your forms may have not been received by us. To find a centre close to you, please visit our website: www.edubabe.co.za

The first is a contract in which we explain the placement procedure and costing. Please note clause 4 & 7 for the costing structure. (In the case of a normal, **permanent** childminder, domestic worker/childminder or domestic worker the **non-refundable** placement fee is R2300.00 with reference on our contract under point 7.1.1 and for an **Au Pair, Tutor or professional nanny**, which is higher qualified and only care for the Child's needs, please note point 7.1.2, the **non-refundable** placement fee is equal to one month's salary with a minimum of R3000.00). For Temporary placements and Baby Sitting the **non-refundable** placement fee is equal to 40% of the total earnings for the period required, with a minimum of R100.00.

The second document is a family profile. From this document we determine your specific needs and arrange interviews with ladies that are best suited.

Please read through these documents carefully, fill in, sign both documents and fax the documents back.

Should you however need any assistance with completing your family profile form, feel free to contact us.

Once received, we will forward our confirmation letter to you with our dates and times available to interview a maximum of 3 candidates (in the case of au-pairs this could be less). Please request bank details to deposit the **non-refundable** interview fee of R380.00 and directions to their venue to interview the candidates if it has not already been given. If you or your spouse need to interview the same candidates again, another non-refundable interview fee of R250.00 will be payable before the interview can be arranged. If you need to interview another 3 candidates then the non-refundable interview fee of R380.00 payable again before the interview can be arranged.

Interview dates can only be confirmed once we have received your interview fee. Please fax the deposit slip to confirm your booking. Please contact the branch with their fax or email details or see our website www.edubabe.co.za and then click on franchisees.

THE NON - REFUNDABLE INTERVIEW FEE IS FOR THE FOLLOWING SERVICE:

- ✓ To pre-interview and qualify candidates according to their level of English and/or Afrikaans literacy, communication skills, work experience, personal appearance and any previous training courses attended.
- ✓ To shortlist suitable candidates for you from our database, according to specific criteria that you will list on the family profile.
- ✓ To verify the references telephonically or via e-mail.
- ✓ To ensure that by the time you meet and/or employ the candidates, they are suitable to perform the duties that you would like as per your signed family profile.
- ✓ Telephone costs to invite candidates
- ✓ Costs to hire a venue
- ✓ Time to arrange interviews and screen candidates.

THE NON-REFUNDABLE PERMANENT PLACEMENT FEE IS FOR THE FOLLOWING SERVICE:

- ✓ To clear the candidate with a clearance company to verify the I.D and to check for criminal records on file. (There is a backlog at the SAPS electronic system to check for criminal records, and may take a few months to receive a full record should there be a possible link to the ID name or Number supplied)
- ✓ To give a 90 day guarantee period (Terms and conditions apply as per the signed agreement between the Agent and Employer)
- ✓ To train the candidate free of charge in our one day courses, being First aid & CPR or cleaning.
- ✓ To supply you with our Employers Guide which include the following:
 - Disciplinary Guide
 - Payslip and ready to use forms
 - UIF Registration forms
 - Employment contract
- ✓ Telephonic support even after your guarantee period has expired.

THE NON-REFUNDABLE TEMPORARY PLACEMENT FEE IS FOR THE FOLLOWING SERVICE:

- ✓ To give a 7 day guarantee period (Terms and conditions apply as per the signed agreement between the Agent and Employer)
- ✓ To train the candidate free of charge in basic cleaning or First aid with CPR.
- ✓ To supply you with our Employers Guide which include the following:
 - Disciplinary Guide
 - Payslip and ready to use forms
 - UIF Registration forms
 - Employment contract
- ✓ Telephonic support even after your guarantee period has expired.

PRE-CONDITIONS

By law we are not allowed to request a domestic worker or childminder to go for a HIV test and even if they go for a test we are not allowed to request the result and even if they test to be positive you are not allowed to refuse employment because of their HIV status. In our experience over the past years we never had a situation where a child was infected by a childminder as HIV is mostly contracted by sexual contact and in direct contact with contaminated blood. However we do cover HIV/TB awareness in our course as well as prevention and protection. A person can test negative before employment but can contract the virus at any time during her employment and it will be impossible to test a domestic or childminder on a monthly basis, and again by law, a person may not be dismissed because they are HIV positive.

We do not offer probation employment as the Department of Labour needs evidence why the contract was not extended and what steps have been done to improve the candidate. The candidate may be employed for a contract period without any promise of renewing the contract.

Salary guidelines for Gauteng: The minimum salary as laid down by the Department of labour is R1340.95, but this will be for a domestic worker with no experience, references and/or training who commences her career as a domestic worker. In our experience the going rate for an experienced domestic worker/childminder with good references and/or training is as follows:

- ✓ Live-In positions – R2000 to R2300 per month with accommodation and (voluntary) lunch and supper, toiletries and uniform
- ✓ A live-in domestic must have proper staff accommodation, with access to a bathroom and toilet as per the employment act.
- ✓ Live- out – R2300 to R3000 per month and (Voluntary) transportation costs, lunch and uniform.
- ✓ Professional nannies, Careworkers, Tutors and nurses – R3000-R6000.
- ✓ Optional Extras – cell phone and airtime, pension or funeral policy, additional training and Christmas bonus.
- ✓ Part time, ad Hoc, daily rate R100-R150 per day.
- ✓ Baby Sitting – No formal qualifications 2 years experience - R35 per hour; Trained in First Aid 2 Years plus experience – R40 per hour; Childcare course with First Aid 2 years plus experience Au Pair or Teaching experience – R45-R55 per hour with a minimum of 3 hours per sitting.

Working hour's guidelines:

The maximum working hours are 45 hours a week, Monday to Friday (maximum 9 hours per day) and for a Monday to Saturday week (maximum 8 hours Monday to Friday and 5 hours on Saturday)

✓ Overtime must be paid for any additional hours as per the guides given in our information booklet.

If you need more information or help please feel free to contact us.

Clients Signature of acceptance of preconditions: _____ **Date:** _____

We offer the following Accredited courses at Edu Babe should you require further training for your domestic or childminder:

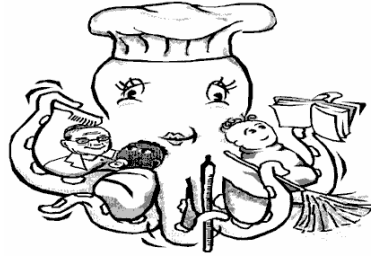
- Advanced Combined childcare, stimulation and first aid course R1500.00
- Basic childcare course, Basic Cleaning and cooking from a recipe R650
- Advanced Cooking and Baking course R1600.00
- Advanced Home Management course R1500.00
- Basic Home Management course (Cleaning and Laundry) R500.00
- Basic cooking R500
- Basic Cleaning R500
- First Aid and Home Safety R650
- Healthy Low GI, Allergen Free Cooking suitable for the whole family, ADHD, ADD, Food allergies, Eczema, General health issues, inspiration seminar for parents and caregivers R250 and the cooking course for R1600

The abovementioned courses are available at a further 20% discount to you as our valuable client, within 3 months after a successful placement.

Regards

www.edubabe.co.za for details of specific centre

Care Recruitment Solutions



Domestic, Childminder & Nanny Recruitments **RECRUITMENT AGREEMENT**

Between

CARE RECRUITMENT SOLUTIONS
("The Agent")
And

("The employer")

1. INTRODUCTION

- 1.1 The Care Recruitment Solutions franchisee acts as an agent on behalf of persons ("candidates") for the purpose of introducing them to potential employers with a view to entering into a contract of employment.
- 1.2 The employer wishes to obtain the services of a suitable employee.

2. REQUEST BY EMPLOYER

The employer undertakes, when making enquiries with the agent as to potential candidates, to give full information to the agent as to the nature of the work concerned, the qualifications and experience required of the candidate.

3. AGENTS OBLIGATIONS

- 3.1 The agent undertakes to use its best endeavors to introduce a suitable candidate to the employer, and should the employer wish to employ the candidate, the agent will facilitate agreement on the terms and conditions of employment.
- 3.2 The agent is only responsible for the allocated area in which the agent operates. This agreement is not transferable to any other agent of Edu Babe trading as Care Recruitment Solutions in another geographical area or operating area.
- 3.3 Should the employer wish to make use of another Edu Babe centre, then a new agreement must be signed with the new agent with the applicable fees then becoming payable to the new agent.
- 3.4 All Edu Babe (trading as Care Recruitment Solution) franchisees operate independently under franchise.
- 3.5 The agent will facilitate the interviewing process with candidates. The employer may not interview candidates without the agent.

4. REGISTRATION FEE

The employer will pay the agent a **non-refundable** registration fee of R380.00

This fee is payable on or before the same day when interview dates are confirmed by the client. This fee includes interviews with a maximum of 3 possible candidates, thereafter if more interviews are required a fee of R250, **non-refundable**, per interview with a maximum of 3 candidates per interview. Interviews will take place at the specified venue given by the franchisee.

5. **CONSULTATION FEE**

Should the employer wish to consult with the agent after employing the candidate the employer will pay the agent an additional, **non -refundable** fee of R400.00 per hour for the consultation and travelling expenses. This amount must be paid to the agent before each consultation. (This is also applicable to attend to Disciplinary hearings)

6. **EMPLOYMENT CONTRACT**

6.1 The employer is under no obligation to employ a candidate.

6.2 Should the employer wish to employ a candidate, the employer must immediately advise the agent who will then endeavor, on behalf of the candidate, to reach agreement with the employer on the terms of employment.

The employer is obliged by the Labour Act and the 1997 Basic Conditions of Employment Act to have a Contract of Employment with the candidate.

6.3 The agent will supply the employer with guidelines to prepare a written contract.

6.4 The employer and the candidate must sign the employment contract before the day on which the candidate is due to commence employment with the employer ("the commencement date").

7. **AGENTS COMMISSION**

7.1.1 In addition to the amount payable in terms of clause 4, and if applicable clause 5, the employer will be liable to pay the following amount to the agent once the employer has agreed to employ a candidate, and the terms of the employment contract have been agreed upon:

A **non-refundable** fee of R2300.00 (TWO THOUSAND THREE HUNDRED); for a **PERMANENT trained in First Aid with CPR or Cleaning, domestic worker / childminder and**, this includes the option of allowing the employer to nominate the candidate to attend any of the other training course, chosen by the employer, out of the available training courses offered by the agent within three months from commencement date, at a further 20% discount of the price specified by the agent. This fee also includes a 50 page file containing all the information you will need when hiring a domestic, childminder, including their job description, guidelines for the employer and their employment contract, HIV/TB Safety policy for the home environment.

OR;

7.1.2 An amount equal to one month's salary when employing a **PERMANENT trained in First Aid and CPR, professional nanny, Care worker, Tutor or au-pair** with a minimum of R3000.00 (**non-refundable**). This includes the option of allowing the employer to nominate the candidate to attend any of the training courses, chosen by the employer, out of the available training courses offered by the agent within three months from commencement date, at a further 20% discount of the price specified by the agent. This fee also includes a 50 page file containing all the information you will need when hiring a domestic, childminder, including their job description, guidelines for the employer and their employment contract, HIV/TB Safety policy for the home environment.

OR;

7.1.3 An amount equal to 40% (forty percent) of the salary agreed upon for the contract period, with a minimum of R100, when employing a **TEMPORARY nanny or domestic worker (non-refundable)**. This fee also includes a 50 page file containing all the information you will need when hiring a domestic, childminder, including their job description, guidelines for the employer and their employment contract, HIV/TB Safety policy for the home environment. **Baby Sitting** 40% (Forty percent) of the salary agreed upon for the contract period, with a minimum of 3 hours per sitting and a minimum fee to the Agent of R100 per sitting.

7.1.4 Should the employer choose to make an electronic payment to the agent, the employer commits him/herself to do the transfer on the same day, with a copy forwarded to the agent, when the candidate has been accepted for employment. The candidate will only be released to commence work on the commencement date, and documentation will only be forwarded to the employer, if the transfer was made on the same day when the candidate was accepted for employment. It is however preferable for the agent that the employer pays the agent by cheque or cash on the day when the candidate is accepted for employment. If the client fails to pay the Agent within the stipulated times, the agent will take legal action for all outstanding fees; including any legal fees incurred.

- 7.2 The employer acknowledges that, once the terms of the employment have been agreed upon between the employer and the agent, on behalf of the candidate, the employer will become liable to the agent for the fee set out in clause 7.1, even if the employment contract has not been signed by the employer and the candidate. Failure to sign the contract does not mean that the Candidate is not employed by the Client.
- 7.3 The employer will also be liable to pay the agent the amounts set out in clause 7.1 if any candidate who has been introduced to the employer by the agent is subsequently employed by:
- 7.3.1 The employer;
 - 7.3.2 A member of the employer's family;
 - 7.3.3 Any company or other incorporated or unincorporated body to work in the employer's household;
 - 7.3.4 Any other person as a result of the conveying of information either directly or indirectly to such a person by the employer.

8. CANCELLATION BY THE EMPLOYER DUE TO CANDIDATE'S BREACH OF CONTRACT

- 8.1 Should the employer cancel the employment contract within 90 (ninety) days of the commencement date due to;
- 8.1.1 the employee failing or refusing to commence employment after having signed the employment contract ;
 - 8.1.2 the employee resigning of his or her own volition;
 - 8.1.3 the employee was dismissed due to misconduct and / or serious offence, in accordance with the Labour Relations Act, .
- then the agent shall use its best endeavors to find a suitable candidate to replace the dismissed candidate at no extra charge to the employer, there will be no guarantee for the replaced candidate.
- 8.1.4 the replaced candidate may be interviewed by the client, at the clients premises, without the presence of the Agent.
- 8.2 The agent will only be liable to replace the candidate if the employer:
- 8.2.1 has paid all amounts due to the agent within the time limits set out in this agreement;
 - 8.2.2 has followed the laid down procedure with regards to the disciplinary code as been notified in the employers guide, and has forwarded a copy of the minutes of the Disciplinary Hearing with the candidate before dismissal, to the Agent.
- 8.3 **No refunds.** Should the client not wish to employ a replacement Candidate provided by the Agent, or in the unlikely event of the Agent not being able to provide another suitable Candidate, then the Agent will offer a free training course, to the value of 50% of the placement fee, for the candidate sourced by another Agency or sourced by the client.

9. CANCELLATION BY THE CANDIDATE DUE TO THE EMPLOYER'S BREACH OF CONTRACT.

- 9.1 If the employer has breached the terms of employment with the candidate, and/or verbally and/or physical abused the employee, or not acting in accordance with the labour laws when employing a permanent or temporary employee, or due the employers operational changes, no replacement, or training course shall be given. **No refunds.**

10. NO LIABILITY

The agent and its servants or agents do not accept any responsibility and are not liable for any information or representation concerning the applicant, nor shall they be liable for any loss or damage of whatsoever nature arising directly or indirectly from any act or omission on the part of any candidate, whether intentional or negligent.

11. DECLARATION

I agree to pay the R380.00 registration fee, for each interview arranged and agree to pay the agreed placement fees, within the given times stipulated in this agreement and understand that it is non-refundable. I have read, accepted and agree to all the terms and conditions of this contract.

Signed at _____ on this the _____ day of _____ 2010

For Care Recruitment Solutions

Employer

Witness

Witness

Please note

- 1. Please remember that before the first interview an amount of R380 is payable – note point 4 on the agreement**
- 2. The candidate will not be released to the prospective employer should the amount as stipulated in point 7 not be paid.**
- 3. Interviews will only take place at the Agents premises.**
- 4. Interviews will not be done should this agreement not be returned to the agent either by email or fax before the first interview.**
- 5. No Refunds.**

Care Recruitment Solutions

CC. 2000/01/0758/23

Domestic, Childminder & Nanny Placements ~ Huishulp & Kinderversorger Platings

FAMILY PROFILE FORM

Name & Surname: _____ Date of Application _____

Postal Address _____

Physical Address _____

e-mail address _____

☎ Home: _____ ☎ Work: _____ Cellular number: _____

Fax number: _____

Person responsible for payment of account: _____

Family religion: _____

Home languages: _____

Give details of family members residing at the above address:

Name	Relationship	Children's age

Specify all other household staff members:

1.

2.

3.

What pets do you have?

1.

2.

3.

What is the size of your house? (*Big or small; stairs; no of stories*) _____

Are you aware of any transport problems? _____

What happened to your last domestic worker?

Specific duties (Answer on right column)

Stimulating activities	
Able to drive	
Able to swim	
Light chores (tidying up after children)	
Cooking (which meals?)	
General cleaning	
Laundry / ironing or both	
Changing Nappies	
Cleaning and making up of Bottles	
Bathing of children	
Helping with children and other chores when family goes on outings	
Parties	
Grocery shopping	
Extra murals for children at school (e.g. fetching etc)	
Basic first aid	
Taking to doctor / dentist	
Care of sick child	
Caring for pets – please specify size of animals and what type of pets	
Mending	
Newborn baby care	
Careworkers and Frail care please specify duties	

Please elaborate on the following:

How and when do you expect to communicate with employee	
Discipline (your family philosophy)	
Family Holidays – Do you require the employee to accompany you?	
Employee's flexibility to work extended hours	

Employees working conditions:

Working hours	Full-time (time & which days)	
	Part-time (time & which days)	
Time Off	Day	
	Time	
Duration of Contract	Date of commencement:	
	Date of termination:	
	Short fixed term contract:	
Remuneration	Salary Bracket (min) to R (max)	
	Does this include transport if living out; If live-in does this include food? _____	
	Monthly	Weekly
Leave	Full-time: 5-day worker = 15 consecutive working days : 6 day worker = 18 consecutive working days Part-time hourly paid workers: 1 hour per 17 hours worked	Information
	Preferable date's employee should take leave?	
Sick Leave	5-day worker = 30 days per 36 month cycle 6-day worker = 36 days per 36 month cycle	Information
Accommodation	Live in full-time:	
	Live in part-time (when?):	
	Live out:	
	Occasional sleep in (example?)	
	For live in candidates -Nature of accommodation (must have a shower or bath, toilet and basin, doors, windows, bed, electricity) Please specify:	

Employees working conditions continued:

Vehicle	Car supplied by employer (insurance is owner's responsibility)
	Use of employer's car on/off duty?
	Employee to use own car? (employer to pay AA rate for petrol and maintenance)

Advertising:

Where did you hear about Care Recruitment Solutions? _____

Please note

- 1. Please remember that before the first interview an amount of R380.00 is payable – note point 4 on the agreement.**
- 2. The candidate will not be released to the prospective employer should the amount as stipulated in point 7 not be paid.**
- 3. This profile must be returned with the signed agreement.**
- 4. No Refunds.**

Signature: _____ Date: _____

OFFICE USE: Branch : _____ **Branch Owner:** _____
Application Date: _____ Post (Nanny, Childminder, Domestic): _____
Salary: _____ Full time or part tome: _____
Branch comments: _____

Care Recruitment Solutions

Head Office Tel 011 768 1209 Fax 086 6162324 e-mail: edubabe@edubabe.co.za
P.O. Box 2972 Wilropark 1731.

Dear Client,

Please enquire regarding which days and times are available to interview 3 candidates:

Interviews will take place at the venue specified by the franchisee.

When a candidate is accepted on the day of the interview, please note that placement fee will be payable at the interview, please remember to bring your cheque book or cash with you, as we have found that most of our clients complete the letter of appointment on the same day of the interview.

If you require thinking about the ladies interviewed or want to interview more ladies the fees will be R250.00 per interview session, payable to interview another 3 ladies.

Please note that we cannot reserve a candidate, unless the letter of appointment has been signed by the prospective employer and employee.

To confirm your appointment, please deposit the registration fee of R380.00 into the bank account specified by the franchisee and fax a copy of the deposit slip/confirmation of electronic transfer.

For our records, please ensure that your name is clearly stated on the deposit transaction, and date and time suitable to interview candidates.

Please note that dates and times may be rescheduled if another appointment has already been confirmed with another client for the same date and time.

We look forward hearing from you

Interview day and time that I would prefer to interview 3 Candidates: _____