



Recruitment Agreement

Between

EDUBABE
("The Agent")
And

("The employer")

1. INTRODUCTION

1.1 The EduBabe 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 EduBabe.

3.3 Should the employer wish to make use of another EduBabe center, then a new agreement must be signed with the new agent with the applicable fees then become payable to the new agent.

3.4 All EduBabe franchisees operate independently under franchise.

4. INTERVIEW FEE

The employer will pay the agent a **non-refundable** Interview fee of R450.00, excluding any additional travel costs.

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, R200.00 **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 R300.00 for the consultation and travelling expenses, or non-refundable fee of R250.00 should the consultation take place at the premises of the agent, on each occasion that the employer does so. This amount must be paid to the agent before each consultation.

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 R3000.00 (THREE THOUSAND RAND ONLY) for a **PERMANENT trained domestic worker / childminder** or, this includes the option of allowing the employer to nominate the candidate to attend our one free training course which is the American Heart Association Family and Friends First Aid and CPR course offered by the agent within three months from commencement date, if not already trained by EduBabe.

OR;

- 7.1.2 An amount equal to one month's salary when employing a **PERMANENT professional nanny 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 our one free training course which is the American Heart Association Family and Friends First Aid and CPR course offered by the agent within three months from commencement date, if not already trained by EduBabe.

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). 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. 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 7.1,1 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 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, however there will be no guarantee for the replaced candidate.
- 8.1.4 the replaced candidate may be interviewed by the client, at the client's premises, without the presence of the Agent. This will depend on 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, 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.
- 8.4 The one free course is only applicable to the first Candidate employed and not the replacement candidate. Training for the new candidate can be offered to the Employer however at the full price of the course.

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 to the employer's operational changes, no replacement, nor training course shall be given. **No refunds.**

10. NO LIABILITY

The agent and its staff 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 R450.00 registration fee + any additional travel costs 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 _____ 20__

Signature
