

TERMS & CONDITIONS

Village Nannies offers a service of selection, reference checking, introduction and placement of nannies and household staff. The agreement entered into by the Client and Village Nannies will be subject to the following terms and conditions:

1. If any Candidate that has been referred to the Client by Village Nannies is appointed, in any position or capacity, by the Client within a period of 12 (twelve) months from the initial date of referral, this agreement will apply.
2. The costs for the services provided, that the Client will be liable for, are as follows:

2.1. A deposit of R300 is to be paid before any interviews can be set up. This amount will be deducted from the final placement fee if you use our services.

2.2. Placement Fees:

Permanent Placement Fee

This once-off fee for an indefinite period is:

10% of the nanny's annual salary (salary x 12 ÷ 10 = placement fee)

Temporary Placement Fee

- 1 day – 3 weeks (1 - 15 working days): R100 per day
- 4 weeks – 3 months: 25% of the nanny's total earnings while with you
- 4 – 8 months: 15% of the nanny's total earnings while with you
- 9 months or more: 10% of the nanny's total annual salary

2.3. For permanent placements, once the Client has selected a suitable Candidate from among those they have interviewed, and having reimbursed each Candidate with R50 for travel costs, the Candidate has a trial week (5 days) with the Client, at a cost of R350 – R550 per day, paid in cash to the Candidate by the Client. This involves no fee to Village Nannies, as this service is provided in good faith to facilitate the placement.

2.4. At the end of the trial period, if Village Nannies receives positive feedback from both the Client and the Candidate, and the Client has made an offer which the Candidate has accepted, the Candidate is then in the Client's permanent employ and the placement fee is due, even if the contract has not yet been signed.

2.5. If the Client would like to continue the trial for more than a week (5 working days), they are then liable to pay Village Nannies R100 per day thereafter.

2.6. If the Client cancels the Candidate's employment before the Candidate commences work, the Client is still liable to pay the full placement fee. This is because Village Nannies has already provided the Client with the service of finding them a suitable Candidate.

2.7. If within the first 90 days of the permanent placement of a Candidate, the Client or the Candidate decides to terminate their employment relationship, Village Nannies undertakes to repeat the placement process once, within one month, at no additional cost to the Client, except under the following circumstances:



VILLAGE NANNIES

Established in 2003

- 2.7.1.** If the Client starts the placement process before the baby is born, Village Nannies will not be liable to replace the nanny free of charge, as due to experience Village Nannies has found that the relationship rarely works as there is no baby to trial with and we will always advise to only start the process after the baby is born.
 - 2.7.2.** If the Client's circumstances change and the Client therefore requires a different / new nanny, Village Nannies will not be liable to replace the nanny free of charge.
 - 2.7.3.** If the termination is for an unreasonable or unlawful reason.
 - 2.8.** If, in the unlikely event of Village Nannies not being able to provide another suitable Candidate within one month, Village Nannies will not be liable to refund the placement fee.
 - 2.9.** The replacement period will only become effective if full payment has been made by the Client.
 - 2.10.** Fees are due by the Client to Village Nannies on receipt of invoice.
 - 2.11.** Interest, at a rate of 10% per month, or part thereof, will be charged on overdue placement fees.
 - 2.12.** Village Nannies is not VAT registered, so no VAT will be charged.
 - 2.13.** Village Nannies offers a 10% discount on its fees for second and further permanent placements.
 - 2.14.** If, within the first year after you have placed a candidate part time and paid the placement fee, you increase the number of days she works for you, you will then be liable to pay for the difference in the placement fee.
 - 2.15.** If, within the first year after you have placed a candidate you decide to increase their salary, you will then be liable to pay for the difference in the placement fee.
- 3.** Should any Candidate that Village Nannies has referred to the Client, subsequently be referred to another party /employer by the Client and they appoint the Candidate, the Client will be liable for the full placement fee in terms of clauses 1 and 2 of this agreement.
 - 4.** Village Nannies will be happy to assist with the signing of a contract between the Client and the Candidate, but will not be responsible for UIF. It is the Client's obligation to comply with all legal and other requirements.
 - 5.** Village Nannies will assist any current or previous Village Nannies Client with the facilitation of the signing of a contract with any person the current or previous Village Nannies Client has employed, where such may be a new appointment sourced privately by the Client or where job requirements have changed and new terms and conditions of employment are to be recorded. This service will be charged at a fee of R600.
 - 6.** Village Nannies will assist in the facilitation of the signing of a contract of employment for any private family, whether a current or previous Village Nannies client or not, at a fee of R600 for the service.
 - 7.** Final responsibility for deciding on the suitability of a Candidate rests with the Client.
 - 8.** Village Nannies bears no liability for any loss or damage to persons or property suffered by the Client, directly or indirectly, arising from the Candidate's employment by the Client.
 - 9.** Village Nannies bears no liability for any injury incurred by the Candidate, or damage to the Candidate's property, whilst in the Client's employ.