

TERMS & CONDITIONS

Entered into by and between

Professional Placement Services (The Agency)

And

The Client/family

The candidate refers to au pair/babysitter/domestic nanny/tutor/lifter/domestic chef/cook/domestic caregiver/nurse/house sitter/pet sitter as well as placement of any other kind of staff member.

The following agreement binds the above two parties to the following:

1.1. Professional Placement Services will replace the original candidate appointed by the client in the first 12 week period of employment (this date starts from candidates first day of employment) without any additional cost levied to the client. Professional Placement Services will replace the candidate free of charge during the first 12 weeks of employment, this constitutes if the candidate leaves/resigns or is discharged for whatever reason. Professional Placement Services will treat this replacement with urgency, but cannot guarantee a replacement candidate in any specific time frame.

1.2. The 12 week guarantee period commences on candidates first day of employment and runs directly for 12 weeks. Any school holidays, other holidays or period of any kind of leave or a period where the client does not make use of the au pair/babysitter/domestic nanny/tutor services for whatever reason will not be deducted from the 12 week guarantee period.

1.3. Should the client require a replacement candidate then the client must inform Professional Placement Services prior to the 12 week guarantee period expiring. If the client informs Professional Placement Services that a replacement candidate is required and this falls outside the guarantee period then an additional placement fee will be levied for a replacement candidate.

1.4. Once Professional Placement Services finds a replacement candidate for the client family, the client will be entitled to another 12 week guarantee period with the replacement candidate however Professional Placement Services will not do more than 2 free replacements for the original placement.

1.5. Should the client decide not to make use of the guarantee period and take a free replacement then we the agency will hold your credit for a 3 month period only. Thereafter, if a placement is required then the placement fee will be payable should we find a suitable candidate for you.

2.1. The client will not hold Professional Placement Services responsible for any loss/damage/theft/injury or death that may occur due to any act or omission by the candidate or any other Professional Placement Services representative.

3.1. The client will pay the placement fee to Professional Placement Services once the candidate accepts employment and the invoice is sent by Professional Placement Services. Please note that the placement fee is payable on acceptance of employment by the candidate even if this is before a contract is signed between the client and the chosen candidate. Failing to do so will result in Professional Placement Services instructing the candidate not to commence employment or return to work until this fee has been paid in full. Here Professional Placement Services reserves the right to place the chosen candidate with another family unless an arrangement has been made between the client and Professional Placement Services re payment date.

3.2. In the event that the fee is not paid to Professional Placement Services by the due date, the client will pay any legal costs that should be incurred by Professional Placement Services to recover the placement fee. The matter will be handed over to our attorneys.

3.3. The client will not be entitled to a refund of the placement fee due to termination of the employment contract (including written or verbal) by the candidate or the client. Professional Placement Services will not refund the placement fee for whatever reason including the client's decision not to take on a replacement candidate. The client will not be entitled to a refund even if the chosen candidate does not start employment with the family for whatever reason. Here the family will be entitled to a replacement candidate.

3.4. If the client is making use of a temporary candidate and decides not to use the candidate for the full temporary period that the client has paid for then Professional Placement Services will not refund the client for any days/sessions that the client does not make use of.

3.5. If the client makes use of a temporary candidate and the candidate cannot fulfil the full contract period or the client is not satisfied for whatever reason then Professional Placement Services will find a suitable replacement. Replacement candidates cannot be guaranteed in any time frame but Professional Placements Services will treat this replacement with urgency.

3.6. In the event that the client family decides to terminate the contract with the candidate or the candidate resigns for whatever reason, Professional Placement Services will only do a free replacement up until the last day of the agreed 12 week period. If the candidate resignation period falls after the 12 week period or the client continues to use the candidate after the 12 week period expires then an additional placement fee will be levied to the client family by Professional Placement Services for the replacement.

4.1. Professional Placement Services reserves the right to terminate this contract without notice in the event that Professional Placement Services ceases to carry on business, is liquidated or placed under provisional management.

5.1. The client will inform Professional Placement Services of which candidate that they have employed and when employment will commence. Refer to 5.6.

5.2. The client will inform Professional Placement Services if the chosen candidates working hours increase on weekly basis so the client can be invoiced by Professional Placement Services for the balance of the placement fee determined by Professional Placement Services pricing and fee structure.

5.4. The client may not at any time refer or pass on the CV's/contact details we provided to a client to any other person or entity. Should you know someone whom is looking for an employee and feel that one of our candidates may be suitable then please refer this person to Professional Placement Services. Failure to do this will result in the original client being liable for the placement fee even if the candidate is no longer working for the person they referred our candidate to.

5.5. Under NO circumstances is the client allowed to cut Professional Placement Services out of the placement agreement hence avoiding paying the placement fee. Should this situation arise then the client will be liable to pay the outstanding placement fee even if the candidate is no longer working for the client. Failure to make payment will result in legal action being taken and this will be at the cost of the client.

5.6. In the event of a client failing to make payment to Professional Placement Services and continues to use the candidate, it will be within public interest for Professional Placement Services to advise all other placement agencies and any other entities that should know of the non-payment by the client. This applies even if the candidate is no longer working for the client.

5.7. In completing and returning our requirements form or giving Professional Placement Services the go ahead with the placement process (this includes written and/or verbal), Professional Placement Services assumes that all T's and C's are understood and that the client is aware of our pricing structure. No fee is payable to Professional Services upfront but the placement fee is payable once the chosen candidate accepts the position (verbal contract) even if a written contract has not been signed by the client and the chosen candidate.

6.1. The above T's & C's will apply when Professional Placement Services is requested to do any other kind of placement of any nature.