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TERMS OF BUSINESS
Permanent Placements

A. HOW IT WORKS

1. Once we receive the completed registration form, we will start the search for suitable candidates, if not already in our database.
2. J&I Holdings t/a Mary Poppins ('Agency') acts as an agent to introduce suitable candidates to work as child minding and /or housekeeping staff ('Applicant') for its Clients ('Client').
3. All interviews are to be arranged via the Agency
4. Clients undertake to notify the Agency immediately upon any offer being made which results in the engagement of an Applicant or Applicants.
5. The client shall keep details of all applicants introduced by the Agency, strictly confidential. Clients undertake not to disclose any introductions to third parties. Any breach resulting in the employment of an Applicant by a third party renders the Client liable for full payment of the Agency's introduction fee.
6. If the client cancels the employment offer in less than 7 days prior to commencement of employment, 50% of the full placement fee will become payable.
7. The placement fee paid is applicable to one placement only. Any future placements will result in a new fee.
8. No variations to these terms of business may be made without the written consent of the Members.
9. These terms of business are covered by South African law and all disputes arising out of or in connection herewith shall be subject to the jurisdiction of the South African courts.

B. TRIAL PERIOD

- Wherever and if possible, the agency highly recommends a 2 week, "no-strings" attached, trial period and will do whatever we can to facilitate this.
- No contract is signed during this period, nor any fees paid to the agency and both parties understand that if this is not a good match, a 24-notice period or less may apply. The candidate will only be remunerated for the hours she worked during this "no-strings attached" trial period and will not be entitled to any other payments or benefits.
- If both parties agree to continue employment after this period, these two weeks will form part of the 1-month trial period as per all contracts.
- The placement fee and guarantee only becomes payable and valid, once a contract is signed by both parties.

C. GUARANTEE

- This AGENCY provides a guarantee for three months (12 weeks). If an engagement is terminated within this period, every attempt will be made to find a suitable replacement within a 4-weeks period. Where possible we allow for a "no-strings attached" trial period for a period of two (2) weeks which forms part of the guarantee period. During this period no contracts are signed, and no fees are payable until both parties are sure that they wish to continue.
- If no replacement is found a refund will be made according to the **Refund Policy** (see below).
- **This guarantee will only be valid once an employment contract has been signed by both parties within 14 days of commencement of employment and the placement fee was paid on time.**

D. REFUND POLICY

Conditions of Refund - A refund will be given providing:

- The client will be refunded for each complete week of the guarantee period that the employee has not worked if the Agency is notified in writing of the intended termination of employment and subsequent request for refund.
- The placement fee has been paid on commencement of employment or within 5 working days of date of invoice and the contract has been signed and a copy sent to us within 14 days of commencement of employment.
- The client is still intending to employ an applicant. No refund is payable where the client makes other arrangements during the period in which a replacement is being sought.
- The employee has not left because of unreasonable and poor treatment.
- The job description stays the same

E. DECLARATION:

- I confirm that that information given in this registration form is true and correct
- I confirm that I have read, understood and agree to the Terms of Business
- I confirm that I will pay the R100,00 registration fee as soon I as receive the first CV/CV's from the agency.
- I agree to pay the introductory fee of **1 month's salary** in full to the Company, on commencement of employment or within 5 working days of date of invoice.
- I agree that I have read all the above and that all information received will be treated as confidential.
- I understand and agree that failure to pay the placement fee in full within 5 days of date of invoice will result in the cancellation of the employment agreement.

DISCLAIMER

We aim to make every reasonable effort to ensure the suitability of the employee on behalf of the Client. The Agency does not accept under any circumstances and excludes liability for any loss, damage, expenses, or delay incurred or suffered by the Client, the Clients family, servants, or the Clients' assets, allegedly arising from the acts, omission or character of the Applicants introduced by the Agency, or, to the extent permitted by law, in respect of services provided by the Agency. All responsibility for ascertaining the suitability of an Applicant for the engagement remains with the Client.

SIGNATURE

DATE
