



### **Top Tutors' Placement Fee's and Teacher Remuneration**

**Registration Fees** – Please note that Top Tutors requires an upfront non-refundable, registration fee of **R200** before we begin processing the application in order to cover all of our administration costs. This is fee is inclusive of the adverts that we may have to place for you.

Top Tutors offers (two) 2 types of placement options, permanent and temporary placements.

#### **Permanent Placements**

This option is suitable for families who require a certain/definite amount of hours for which they require a Teacher. It is ideal for a period of 12 months or longer. An upfront once-off placement fee applies to this placement. The placement fee is calculated at a rate of 12 % (excl VAT) of the gross annual salary. Top Tutors must negotiate an upfront monthly travel allowance between the family and Teacher when choosing this option.

#### **Temporary Placements**

Should you require a Teacher for 6 months or less, then an upfront once-off placement fee of 25% of the Teacher's total salary for that period will be charged. (minimum fee of R5000.00).

Should you require a Teacher for more than 6 months but less than 12 months, an upfront once-off placement fee of 20% of the Teacher's total salary for that period will be charged.

Please note that the salary is entirely at the Applicant's discretion and many factors can be taken into account (The teacher's age, experience, qualifications etc.) when making your decision.

#### **Overtime and Public Holidays**

In line with South Africa's labour law legislation:

Over time work should be reimbursed at 1.5 x the hourly rate.

Sundays & Public Holidays should be reimbursed at double the hourly rate.

#### **Part time Teacher placements**

Should you require a Teacher on an ad hoc /part time basis then a minimum placement fee of R5000.00 will apply. The following criteria qualify as "ad hoc":

- Less than three times a week;
- Irregular, short term requirements;
- Holiday work; and
- Weekend work.

**Top Tutors requires fees are paid within 7 (SEVEN) days from the date of invoice directly into our bank account. Please use your Surname and Family number as a reference.**

Tel: 082 372 3333 E-mail: [chandelle@aupairsandtutors.co.za](mailto:chandelle@aupairsandtutors.co.za)



I, the undersigned \_\_\_\_\_, agree to the terms and conditions and confirm that I have familiarised myself with these terms and conditions.

Dated and signed at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Witness 2

**Our Banking Details are:**

Account Name: C Claassen  
Bank: Absa Cheque account  
Branch Code: 632005  
Account Number: 4081307754

**TERMS AND CONDITIONS**

**Fee Structure**

- The Family/Applicant agrees to pay Top Tutors a non-refundable administration fee of R200.00 (Two Hundred Rand), this fee is payable upfront upon completion of the preceding application document, attached hereto, which fee is also necessary in order to begin the placement process. This fee is valid for a period of 6 months only.
- For Permanent Placements a fee of 12% of the candidate's annual salary (with a minimum fee of R5000.00) is applicable and is to be paid within 7 (SEVEN) days of confirmation of placement and not on the Teacher's start date.
- For Temporary Placements the Family/Applicant agrees to pay Top Tutors within 2 (TWO) days of date of invoice directly into the Top Tutors chosen bank account. Temporary placements require a minimum fee of R5000.00.
- Be advised that failure to pay on time will result in a surcharge, a delay in engaging the Teacher or in the placement of the chosen Teacher with another family. If the fee remains unpaid on the Teacher's start date a 15% surcharge on any unpaid placement fee will be payable on the unpaid fee. The Client will also forfeit their right to a replacement.
- The placement fee needs to be paid in full before the Teacher may commence engagement with the Applicant/Client.

**General Terms & Conditions**

- Interviewing a candidate from Top Tutors will indicate/constitute acceptance of both the fee structure and terms & conditions.
- All Top Tutors' candidates are covered by a 12-month exclusivity agreement which provides that in the event of a candidate being employed within 12 months of the initial Top Tutors organized interview, the full placement fee will become immediately payable to Top Tutors. The use of a third-party to "recruit" a candidate, in order to avoid the payment of fees to Top Tutors, will incur a similar charge, either to the third-party, or to the client, should the third-party demur acceptance of these conditions.
- The client is required by law to have a contract of employment with the candidate and in lieu of a written one will be deemed by law to have entered into a verbal agreement/ contract of employment with the Teacher appointed.
- It is for this reason that Top Tutors advises their clients to enter into a written, specific contract of employment with any employee and should you require same, Top Tutor's will assist you with a legally drafted employment contract at a minimal additional charge, purely to cover the costs thereof, which contract will be drafted and vetted by our legal advisors.
- Whilst Top Tutors will take all reasonable care to ensure the suitability of the candidate, it is the Client's responsibility to satisfy him or herself before offering a position to any person - **the final decision to accept the candidate remains with the Client/Applicant** – who is, in our opinion, better placed than Top Tutors to judge the suitability of a Teacher for their family & situation.

**Replacements/Refund Policy**

- Top Tutors quality guarantee extends for a period of 90 (NINETY) days from start date. If during this period, a Teacher decides to leave the appointed family or if the family is dissatisfied with the Teacher, Top Tutors undertakes to replace the candidate free of charge, provided that the placement fee was paid within 7 (SEVEN) days of the date of initial invoice.



- In the unlikely event that Top Tutors is unable to replace the Teacher within 60 (SIXTY) days of the date of departure of the initial candidate, 50% of the client's initial placement fee will be credited.
- Should Top Tutors not be given the opportunity to replace a candidate and/or the client makes alternative arrangements via another source or if the client no longer wishes to hire a Teacher, regardless of the reason, this guarantee will be regarded as having been completely discharged.

#### **Top Tutors not a homeschooling platform**

- Take Notice that, Top Tutors does not provide a syllabus and the client/applicant will be required to register with a homeschool system of their choice which will provide a syllabus.
- Take further notice that, Top Tutors can recommend a homeschooling system to the client, however, such homeschooling systems/ platforms are completely independent of Top Tutors and the liability rests on the client to ensure that he/she is satisfied with such system before registering therewith.
- Take further notice that any recommendation by Top Tutors of any homeschooling system is based on second hand reviews and feedback from existing clients and that Top Tutors is in not in any manner or form affiliated with such platforms and therefore cannot warrant the quality of service which will be provided through such platforms
- Take further notice that any contract, agreement and undertakings between the client and such homeschooling system do not in any manner include Top Tutors and Top Tutors hereby expressly excludes itself from any liability arising therefrom.
- Take further notice that this agreement operates strictly between the client and Top Tutors and is in no way connected to any relationship formed between the client and any homeschooling platform.

#### **Important special terms and conditions**

- Please Note that Top Tutors Quality guarantee specifically excludes:
  - Retrenchment;
  - Unfair dismissal and unfair labour practice disputes;
  - Breach of employment contract by the employer.
- Should a placement terminate after 90 (NINETY) days, the Agency is not obliged to offer a free replacement.
- No replacements will be made on replacement Teachers.
- The Teacher will be deemed to be an employee of the client and Top Tutors will not be liable for any claims for noncompliance with the relevant labour laws of South Africa, arising out of the employment relationship which will naturally form between the Teacher and the Client.
- Top Tutors is not in any manner a party to any employment contract, written or verbal, formed between the client and the Teacher.
- The Agency does not in any manner undertake to make any representations at the CCMA, Labour Court or any other forum on behalf of the Client in his or her capacity as the Teacher's employer.

**I, the undersigned \_\_\_\_\_, agree to the terms and conditions and confirm that I have familiarized myself with these terms and conditions.**

**Dated and signed at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.**

\_\_\_\_\_  
**Witness 1**

\_\_\_\_\_  
**Applicant**

\_\_\_\_\_  
**Witness 2**

#### **Liability Clause**

- Top Tutors acts as an intermediary only and is **not** the employer. The duty lies on the Client/Applicant to ensure that he/she is 100% satisfied as to the suitability of the Teacher prior to hiring them – Top Tutors shall not be liable for any damage or loss suffered should the Teacher prove to be unsuitable.
- The choice of Teacher remains the Client's decision and submitting this application form constitutes confirmation that the Client/Applicant accepts these terms and conditions, whether or not the form along with the Terms and Conditions are signed.
- Top Tutors accepts no liability of any kind for any inconvenience, loss of or damage to property, or any loss or personal injury or death howsoever arising directly or indirectly from any act or omission of any candidate introduced by the Agency even if such an act or omission is negligent or fraudulent or reveals dishonesty.



- Top Tutors will submit details of candidates with a valid driver's license for South Africa, but we are unable to guarantee the standard of the Candidate's driving should the Candidate be required to drive in execution of his or her duties during the course of his or her employment.
- The Client/Applicant in submitting this application warrants that he/she has the legal capacity to/ is able to/duly authorized to conclude this agreement and to comply with his obligations covered in this agreement.

**Dispute Resolution**

- In the event of any dispute arising out of or relating to this agreement
- The Client shall be liable for all legal expenses on an Attorney-Client scale of any Attorney and/or Counsel incurred by Top Tutors in the event of (a) any default by the Client or (b) any litigation in regard to the validity and enforceability, other any other dispute arising out of this agreement. The Customer will be liable for any collection or valuation fees incurred as a result of his or her breach of this agreement. The Customer agrees that Top Tutors shall not be liable to make payment of security to the satisfaction of the Court in terms of section 62 of the Magistrate's Court Act, as amended. The submitting of this forms constitutes the irrevocable consents to the jurisdiction of the Magistrates Court.
- In the case of a customer owing funds to Top Tutors, for whatever reason, the customer consents to default judgement being taken against him / her in terms of the section 58 of the Magistrates court act in the case of non-performance.

**Chosen Domicillium Address**

The Applicant chooses his/her/its *Domicilium citandi et executandi* for services of all documents and processes the address entered herein below:

Address \_\_\_\_\_  
 \_\_\_\_\_

Email Address \_\_\_\_\_

**Variations Not Effective Unless in Writing**

No variation, addition, modification or waiver of any provisions of this agreement, or consent to any departure therefrom, shall in any way be of any force or effect unless confirmed in writing and signed by the Agency and then such variation, addition, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which it is made or given.

**Whole Agreement**

This agreement constitutes the whole agreement between parties. No party will have any right or remedy arising from any undertaking, warranty or representation which is not contained in this document and any such undertaking, warrant or representation shall be of no force or effect between the parties.

**Electronic Email and Signature**

It is agreed that the agreement may be faxed or emailed between the Agency and the Client for signature and that this may have the effect that no one document has the original signatures of all the parties, further in the event where this agreement remains unsigned for whatever reason but where it is duly submitted, the client having duly acting in terms hereof, this will not affect the validity of the agreement and the document shall nonetheless be of full force and effect.

**I, the undersigned \_\_\_\_\_, agree to the terms and conditions and confirm that I have familiarized myself with these terms and conditions.**

**Dated and signed at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.**

\_\_\_\_\_  
**Witness 1**

\_\_\_\_\_  
**Applicant**

\_\_\_\_\_  
**Witness 2**



