



igsuavy24@gmail.com

AU PAIR AND JOB PLACEMENT CONTRACT BETWEEN IGSUAVY LTD, THE HOST AND AU PAIR CANDIDATE.

THIS CONTRACT is made on this day (date) BETWEEN:

Igsuavy Company Ltd; a job recruitment and staffing agency incorporated in Kenya under **REF NO: PVT-MKUBE9M** and whose registered office is at El ejido, Almeria Spain. ('the Agency')

and

(the Candidate')

and

(The Host)

Recital

The Candidate/Host approaches the Agency at their own will seeking to find Au pair and job placement opportunities.

All subject to the provisions of this Agreement, the Agency uses social media (Facebook, Linked In, Twitter, Instagram, Google, other agencies etc...) in order to secure a potential Au Pair opportunity for the candidate and find Host.

For the Candidate/Host and by continuing to use the Agency Staffing and Recruitment services, the Candidate/Host agrees to give permission for the Agency to do so and the Agency shall thereafter connect the candidate to the Host family, where the candidate will be interviewed and accept the terms of the Host at his/her own peril.

After the contract submission by the client (host family) to the candidate, the company ceases any further official engagements and all that takes place afterwards lies on the hands of the candidate knowingly and the client/employer. The company **SHALL NOT** be held liable for future events thereafter.

Our Administrative/placement fee is strictly for introduction and matching and Igsuavy Ltd **SHALL NOT** incur further liabilities in case of damages between the client/ Host and candidate after their contract, travel, engagements/commencement of work.

*** Please note that by registering with Igsuavy Ltd staffing agency, you agree to unconditionally accept terms set out in this agreement. ***

Definitions:

“**Administration Fee**” means the fees chargeable by the Agent for additional work to be carried out by the Agent due to the Candidates’ actions

“**Agreement**” means the contract between the Agent and the Client for the provision of the Services incorporating this contract’

“**Agent / Agency**” means Igsuavy Company Limited (Company REF NO: PVT-MKUBE9M) El ejido, Almeria Spain.

“**Candidate**” means a person who is seeking work opportunity via the Agent

“**Client**” means any individual, firm or corporate body which purchases services from the Agent;

“**Engagement**” means the Candidate commencing work for the client

“**Fees**” means all fees payable by the Client or Candidate to the Agent for the Services as detailed in the Registration Form

“**Introduction**”/ “**Introduced**” means the introduction by the Agent of a Candidate to the Client by whatever method including, but not limited to, providing a Candidate’s details or curriculum vitae to a client for consideration

NOW IT IS AGREED as follows:

1. Prevalent Terms

1.1 The Candidate shall at all times be on time for interviews with the Client and agrees to inform the Agency 24 hours in advance by email or telephone of any cancellation.

1.2 When the Client offers the Candidate an Au pair opportunity, the Candidate must notify the Agency of the outcome of that meeting or conversation prior to any engagement of all details concerning the role if they are in agreement.

1.3 The Agency has the authority to instruct the Candidate to cease working for that Client and vice versa until the Agency fees has been paid. Refer to clause 4.1

1.4 The Candidate's acceptance of any personal information with / from the Client is at their own risk

2. Reimbursement

2.1 The Agency will reimburse the Client directly only if the Client;

a) Was not successful with our matching

* The agency will not be held liable for reimbursement where the Candidate is already working directly for a client. *

b. If the Candidate was successful in matching and earning monies from Client through an introduction via the Agency but both failed to notify the Agency for Client to pay the matching/placement fee, the Candidate agrees to reimburse the Agency an Administration Fee of 10% of their annual gross earnings on a monthly basis and the Client double the placement fees

3. Agency Contractor

3.1 The Agency Contractor will not discuss any financial agreements between the Client and the Candidate

3.2 The Agency Contractor will incur an Administration Fee if they offer their services directly to a Client or Candidate

3.3 The Agency holds the right to cancel any contracts within a 24-hour notice period.

4. Administration Fees

4.1 For avoidance of doubt, the Agency seek to charge the Client and will only charge the Candidate if the terms of this contract are broken by the Client and the Candidate is already working for the Client.

4.2 If the Candidate exchanges personal contact details of our clients to third parties without written consent from the Agency, the Candidate agrees to pay a fine for damages of £200.00 within 7 days.

4.3 A Client will pay matching/placement fees to the Agency of Euros £450 (inclusive VAT) for non-EU/EAA Au pairs staying 10-12 months and Euros £350 (VAT inclusive) for non-EU/EAA Au pairs staying 6-10 months)

EU/EAA countries without visa requirements, Client will pay placement fee of euro £470 (inclusive VAT) for Au pairs staying 10-12 months and euros £370 (inclusive VAT) for clients staying 6-10 months

Candidate/Au pair who need our visa application services will pay euro £250 for visa process regardless whether the procedure is successful or not.

5. Visa/ paperwork

Igsuavy ltd is not liable for sudden cancellation of paperwork caused by the au pair and visa refusal, it will not be liable for any denials by any authorities either

6. Travel Reimbursement

6.1 The Agency is not responsible for the Candidate's travel expenses whether within Kenya or Internationally.

*For the avoidance of doubt the Agency shall not be held liable for any expenses incurred by the Candidate or Client under any circumstances whatsoever. *

7. Employment

7.1 The Candidate is to behave in a professional manner at all times.

7.2 Work Conditions: The Candidate will discuss the following information with the Client prior to placement backed up with necessary advice from the Agency:

Working hours, payment whether weekly, biweekly, or monthly basis and health and/or safety risks involved and control steps.

8. Amendments

8.1 This Agreement may only be amended in writing signed by duly authorized representatives of the Parties.

9. Assignment

9.1 Subject to the following, neither Party may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. The Agency may, however, assign and transfer all its rights and obligations under this agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

10. Entire agreement

10.1 This Agreement contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

11. Notices

11.1 Any notice to be given under this Agreement shall be in writing and shall be sent by email or air mail to the address of the relevant Party set out at the head of this Agreement, as that Party may from time to time notify to the other Party in accordance with this clause.

12. Third parties

12.1 For the purposes of the Contracts (Rights of Third Parties) and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

Igsuavy Company Limited confirms our acceptance of Terms and Conditions.

By signing below, I acknowledge that I have fully read and understood the document of the Terms and Conditions and I unconditionally accept all aforementioned parts of this contract

Name of Candidate (Au Pair): _____

Name of Client (Host): _____

Telephone Number: _____

E-mail Address: _____

Physical Address: _____

Applicant Signature: _____

Date (month, date, year): _____