Service Agreement - Terms and Conditions SenseAble Groups NPC

1. DEFINITIONS

- 1.1. "Application Form" shall mean the application form completed by the Client for the services of a Child-carer/Domestic-Child-carer/Domestic (Care Worker) via Google Forms.
- 1.2. "Care Worker" shall mean the person requested by the Client to render the required services;
- 1.3. "Client" shall mean any party with whom the Agency contracts for the provision of any Services;
- 1.4. "Services" shall mean the services as contemplated in clause 2.1 herein below;
- 1.5. "Agency" SenseAble Groups.

2. SERVICES

SenseAble offers the Client **various options** to appoint the services of a Care Worker. The Client must indicate the option they prefer. The appointment options are:

- Part-time (we will try to place them with 2 families to fill their week)
- Half-day (we don't recommend as their transport costs are too high)
- Full-time
- Full-time with possible overtime
- Shifts according to your needs
- On rotation with another person
- Live in
- Part-time Live in
- Carer & Housekeeper
- Child-carer only
- Elderly carer only
- Housekeeper only
- Cook/ Assistant with Catering
- Child-carers for events
- Ad hoc placements for periods less than 3 months

2.1 PRIVATE PLACEMENT

2.1.1 Fee structure for private placement of c:

Service	Amount	Frequency	Covered in the fee	Recipient
Initial Registration	R350 (Richards bay & Meer-en-see). Cost will increase according to location. *An additional cost of R150 will be charged for transport of	Once-off	Administration costs; all communication costs between agency, candidate & client; screening for best matched candidates; transport of agency + candidate to interview	SenseAble Groups

	additional interviewees (more than 2) to your location for interview/first trial day.		location (2 x candidates only, on separate days).	
Interview fee & Trial day	Minimum R230 8am - 15:30	Per interview/trial day/Candidate	Paid to the candidate directly when she comes to the day long Trial-Day. Includes her transport cost. SenseAble offers a maximum of 3 days trial per candidate (from 8h00 - 15h30)	Candidate
Placement Fee for child-minder only	R1500	Once off (Payment is due on receipt of invoice).	Initial strengths screening assessment of candidate; Reference checks; criminal record check; candidate digital profile set-up & sending to client; *Baby Care training (8 hours); *Baby development & stimulation training (8 hours); *Toddler Care training (8 hours); *Toddler development & stimulation training (4 hours); *Pediatric Emergency Prevention & Safety PART 1 (2-4 hours) *Family-friendly meal preparation (depending on funds) (7 hrs) *10 day Internship at a preschool + creche (depending on sponsorship) Total value of training *worth over R11,000. Relationship management, advice, communication & feedback to ensure successful placement.	SenseAble Groups
Placement Fee for Housekeeper only	R900	Once off (Payment is due on receipt of invoice).	Initial strengths screening assessment of candidate; Reference checks; criminal record check; candidate digital profile	SenseAble Groups

Placement Fee for Housekeeper-C hild minder OR - more Specialised positions	R1800	Once off (Payment is due on receipt of invoice).	set-up & sending to client; *Housekeeping 101 Module: Practical Time management; Daily tasks; Weekly cleaning plan; Spring cleaning; Use of non-toxic Cleaning products; Proper stain removal in clothes; Use of washing machine & iron; Cupboard sorting; writing of a list of needed items in the home *Family-friendly meal preparation (depending on sponsorship) Please see above detail for Child-minder training + for Housekeeper training *Health Care workers on our database have a certificate in Ancillary Health Care/Basic nursing *Caterers/Cooks/Chefs have a certificate & or experience *Administration clerks have a certificate & or experience	SenseAble Groups
Optional: An editable Sample contract	R250	Once-off	A sample template contract, editable according to your family's requirements.	SenseAble Groups

- 2.2. The Client will appoint the Candidate in their private capacity, at a Placement Fee, payable to SenseAble Groups. The Placement will come into effect on the first day of the Candidates appointment date.
- 2.3. The Placement fee will be a once-off payment payable, prior to commencement of employment.
- 2.4. The Placement Fee will be in total as per above fee structure per individual candidate placed.
- 2.5. Once a Candidate has accepted an offer of appointment from the Client, an invoice will be issued to the Client for the Placement Fee. The Placement Fee will be due and payable regardless of whether the Client or the Candidate has signed a Contract of Appointment, or not;
- 2.6. The Client will be required to have a written contract of appointment with the Candidate they wish to appoint (we can assist with this);
- 2.7. A three month probation period is advised.

- 2.8. The Agency will provide the Client support for a period of **60 days**, from the commencement date of Appointment contract by the Candidate. Once the Placement Fee has been paid in full and the Client fully complies with the requirements as stipulated in this agreement, subject to these terms and conditions;
- 2.9. If the Client chooses a Candidate and then subsequently cancels the appointment, for whatever reason, before or after the commencement of duties, the Client will be liable for the full Placement Fee, whether the contract of appointment has been signed or not. SenseAble Groups would have fulfilled its obligations to the Client in finding them a suitable Candidate;
- 2.10. If the Candidate cancels appointment **before** commencement of duties, the Agency will do their best to find and place another suitable Candidate as soon as possible. If the Client does not want the Agency to find a replacement, SenseAble will credit the client an amount of R700 of the Placement Fee paid:
- 2.11. If the Candidate cancels appointment **after** commencement of duties **within 1 calendar month**, SenseAble Groups will credit the client an amount of R700 of the placement fee.
- 2.12. Should the Client require two or more Placements/Candidates to fulfil the position, the Placement Fee applies to each individual Placement/Candidate.
- 2.13. Each Placement Fee covers ONE Placement and ONE possible re-placement within 1 calendar month after commencement of duties.
- 2.14. Should, after a re-placement of an unsuccessful Candidate also be unsuccessful, the process will start again with the costs applied as in clause: 2.1.1.
- 2.15. SenseAble Groups offers opportunities for further training to already placed Candidates at a very minimal cost, this is for the candidates to invest in themselves & their future and to improve themselves in their position.

These sessions are to bring further support & confidence for the Candidate, specifically for her duties in her position. The sessions are optional according to the Client's & candidates discretion and availability.

3. COVERED IN FEES

- I. Sourcing of the Candidate
- II. In person pre-interview workshop/meet & greet between Candidate and SenseAble. Strengths screening x 1 day.
- III. Reference check
- IV. Digital Profile set up
- V. All communication between the Agency and the Candidate
- VI. All communication between the Agency and the Client
- VII. Administration Fees
- VIII. Agent to transport candidate to interview location (max. 2 chosen Candidates for 1 x day per candidate). Extra cost for additional candidates.
 - IX. Transport cost of the Agency to and from the interview location.
 - X. Digital Interview guideline for the Client.
- XI. One calendar month as probation to re-place a possible unsuccessful Placement.
- XII. Two calendar months support to the Client to ensure smooth hand-over and guide communication difficulties should any arise.

- XIII. Criminal Record check of the candidate (If not on record, it may take 3-5 business days).
- XIV. Each candidate would have possibly completed more than 130 hours of practical & theoretical training (as shown in the above table in 2.1.1.).
- XV. Eye screening & Hearing screening Tests at SpecSavers Richards Bay.
- XVI. As the candidates are unemployed, SenseAble Groups pays a partial fee towards their transport to come to training - this is part of our heart to empower & upskill unemployed women in our community in the hope to find them employment - if you should know of possible sponsors towards this program please reach out.

4. SALARY ADVICE

As of 01 March 2025, the minimum wage is R28,79 per hour.

NB!! Please note that SenseAble Groups supports good and fair wages and advises to keep to the Basic Labour Law of South Africa.

This is negotiable between you, the client & the candidate to ensure both parties are happy. A three month probation period is recommended.

- We do not recommend half-day positions as the transport costs for the candidate to get to work are the same as full-day positions and end up being up to 70% of their salary.
- The above rate is the absolute minimum wage. This is not viable for anyone to work for and to live on. We strongly encourage employers to not pay less than R230 per 8 hour day.
- The going rate for a Nanny/Domestic Nanny is between R240 R250 per day (Depending on area, live in/out, benefits, etc.)
- Please remember that you get what you pay for. If you are going to pay a low salary, you cannot expect exceptional work and care for your children.
- Always remember that if you are employing someone to look after your child/children you are putting a price on their care and development.
- If you have a wonderful employee, make sure she is taken good care of.
- The candidates have gone through intensive training and we continue to invest in them & support them after placement to ensure a successful & long-term placement as well as to improve the standard of child-minders/Carers in Zululand.

*IMPORTANT NOTICE: As of September 2025, the trainees will be able to attend PART 1 of the uniquely designed Pediatric & Child Emergency prevention & safety course as part of our training program. However, PART 2 will be made available after employment at a minimal cost as the business cannot carry the full cost of this unique course. It has been moderated, reviewed & validated by a team of medical specialists and Emergency Care specialists in South Africa, which we are proud to introduce into Zululand.

5. INDEMNITY

- 5.1 **Reasonable care** must be taken by the Client to ensure that their personal valuables are kept safe and locked away, as SenseAble Groups will take no responsibility for any loss or damages suffered.
- 5.2 SenseAble Groups will take NO responsibility for any monies paid, remuneration advances, loans or gifts given,
- directly or indirectly from the Client to the Care Worker, or any disputes arising over such matters.
- 5.3 SenseAble Groups will take no responsibility, when a Client requests a Care Worker to go for a **medical test or exam**. The cost and responsibility for such test will be that of the Client's and must be done with the full unforced co-operation of the Care Worker. Such a request must be done in compliance with the South African Constitution and Law.
- 5.4 SenseAble Groups takes every care in selecting and placing suitable candidates. SenseAble Groups cannot however be held responsible for any dispute that might arise between the Client and the Care Worker for whatever reason.
- 5.5 SenseAble Groups cannot be held liable for any misrepresentation by a Care Worker or for any loss or damage resulting from any act or omission of a Care Worker, whether intentional or through negligence.
- 5.6 The Client should keep in mind that the Care Worker may have been unemployed for a number of years and so reasonable training and grace should be extended to allow the Care Worker to settle into their responsibilities.

6. DISCLAIMER

SenseAble Groups cannot be held responsible for any acts or omissions by a Care Worker, due to the lack of supervision by SenseAble within the Client's private residence and due to the nature of the home care service.

The Client will be ultimately responsible for the happenings at their own private homes. No fees due to SenseAble Groups can be withheld, based on the actions or omissions of a Care Worker.

SenseAble Groups recommends that the Client take every possible security measure to ensure the safety of their family and home.

ACCEPIANCE
the undersigned: -
Full Names of Client and ID number) Do hereby accept and fully agree to the Terms and Conditions
of this Agreement, as well as irrevocably indemnify and hold harmless: SenseAble Groups or
ubcontractors and partners against all and any actions, suits, proceedings, claims, demands, costs
and expenses of whatsoever nature and
owsoever incurred, which may be taken or made against him or be incurred or become payable by him
rising out of the placement of a Care Worker.
(SIGNATURE) (Date)