MAID IN HEAVEN cnt

Service the easy way

# AGREEMENT BETWEEN CLIENT AND AGENT

***e-mail: maidinheavencenturion@live.com contact us: 0765220481***

## CONDITIONS OF THIS AGREEMENT

1. MAID IN HEAVEN hereinafter referred to as the “Agent”, will endeavour to supply the Client with a Contractor (only sleep out) that will suit the Client’s requirements. If the Client is not satisfied with the services of such Contractor, the Contractor will be replaced immediately or within a reasonable time after the Agent has found a suitable replacement. All Contractors will be picked up on the 1st day of service at our office in CNT, thereafter they will come and go by themself.
2. The Contractor is in the services of the Agent. Leave as well as sick leave will be negotiated between the Agent and the Contractor, even though the Client will held responsible for paid annual leave, sick leave and family responsibility leave. Leave can be granted on a pro-rata basis. All annual leave will be taken over Dec. Only accumulated leave will be granted in Dec. If you, our Client want to go on leave and the Contractor don’t have leave, it will still be paid leave, it will reflect as a negative on her payslip. **Notice may not be given during, or for Decembers.**
3. There will be service fee, inclusive in rates as quoted, as well as a tear-off payslip which is payable to both parties on or before the last workday of the month. The service fee will be payable directly into the agents bank account, whilst the payslip amount is payable either directly to the subcontractor or into her bank account, which reflect on her payslip. The Agent is entitled to charge interest at a rate of 15.5% per annum on all outstanding monies, which have become due and payable, until the Client has liquidated such debt**. Service fees may not be discussed with the Contractor,** otherwise this agreement will be terminated immediately, and the deposit towards the notice month, will go to the agency. **ALL UIF REGISTRATIONS / DE-REGISTRATIONS forms must be completed by the Client, the Client will be the Applicant. The Agent will submit these forms obo Client and the administration process will be handled by the Agent.**
4. Upon signature of this agreement by the Client, the Client undertakes to pay one **month’s salary/service fee** in advanced directly into the Agent’s bank account, which reflects hereunder, and which will be utilised to pay for unpaid salaries/service fees, where applicable, or any other ancillary costs including the commencement of legal action against the Client, should the matter so arise, advanced payment will also be forfeited in such a case. *If not applicable, advanced payment will go towards your notice month account where the balance will be refunded to you into your bank account.*Note: even if no replacement worker is needed, client will be liable for one calendar month notice, which will bededucted from your advanced payment, before any advanced payment will be paid back to the Client. Interest on the advanced payment is for the Agency account. Such advanced payment is payable, before any services by the Contractor will commence. There will be an annual rates increase, between 8 and 10% after 1 yrs service with the Agent. **If the contract is cancelled in the 1st month of service, by the Client, there will be a cancellation fee, payable of R200.00, As well as 1 calendermonth notice, which will be deducted from your advanced payment**
5. The termination of services by the Contractor with the Client will be concluded and conducted by the Agent and any disputes, which arise, as result thereof will be handled by the Agent.
6. Either party providing the other party with no less than one calendar month’s written notice to the effect thereof may terminate this contract. All advanced payments to this agency will be kept as a penalty fee, if not obliged to the agreement signed with this agency. However should the Agent wish to terminate the agreement as result of any default of payment of salaries/service fee by the Client, the Agent may terminate this agreement without prior written notice and may proceed against the Client and claim from the Client all amounts which it is entitled to in law.

**6.1** Should either the Client, or the Contractor, contract directly with each other, provided the service to render such services solely to themselves, or if the Contractor sleep on the property of the Client, there for not withstanding the provisions of this agreement, and in a period of at least 6 months, thereafter, one month salary / service fee will be paid towards Agency as a penalty- or placement fee. Placement fee will be calculated pro rata to the amount of days the Client want to contract with the Contractor.

1. All salaries / service fee payable under paragraph 3. Exclude:
   1. Overtime, uniforms, all meals and beverages
   2. VAT(agent isn’t reg for VAT)
   3. UIF payments must be done by Client, even though Agent will supply the Client with the correct forms regarding UIF, registration will be done by the office, when the Client is allocated with a UIF number the Client will be able to register on the u-filing system by register or de-register any Contractor as
   4. necessary
2. Public Holidays will not be worked and, if a Contractors day of work falls on such day, the Client will be responsible for any salaries due on such day.

Indemnity Clause: On the date of signature of this agreement by the Client, the Client confirms

that it understands the terms and conditions hereof and that it indemnifies the Agent against all

Claims, of whatever nature, which may arise during the term of this agreement. Agent won’t take any

Responsibility for any keys, remotes gate passes etc, on replacement client must get all property from

Contractor beforehand.

NOTE: **AGENT WILL BE RESPONSIBLE FOR ALL NOTICE PAYS, SEVERANCE PACKAGES, ANYTHING THAT IS NOT PAYABLE FROM THE UIF – AND WILL SUPPLY THE CONTRACTOR WITH ANOTHER CONTRACT IF THERE WAS NO DICIPLINARY ACTION AGAINST CONTRACTOR**

Should the Client be in breach as result of non timeous payment of salaries, the Agent is entitled to proceed with legal action and the Client will be liable for all the attorney/client/agent costs incurred as a result thereof. Furthermore it is noted that the physical addresses of the Agent and Client provided hereunder are chosen as the Domicilium citandi et executandi for all purposes and procedures hereunder

BANKING DETAILS**: FNB**  BRANCH: 251145 **ACC**: 62435485679 **O.B.O.** E VD WESTHUIZEN(MIH)

**Salaries PER DAY/MONTH: ANNUAL PAID LEAVE: HOURS:**

1x Week Mon to Fri R 176.12 PD 3 Days per year. (WORKDAYS 8.5 hrs

2x Week “ R 157.78 PD 6 Days per year. “ 8.5 hrs

3x Week “ R 148.20 PD 9 Days per year. “ 8.5 hrs

4x Week “ R 148.20 PD 12 Days per year. “ 8.5 hrs

Full-time sleep out R 2642.55 PM 15 Days per year. “ 8.5 hrs

Saturdays R 200.00 PD 3 Days per year “ 8.5 hrs

Name and Surname ……………………………………………………………………………………….

Marital Status ………………… In or out of Community of Property …………………………….

Physical Address ………………………………………………………………………………………..

…………………………………………………………………………………………..

Postal Address ………………………………………………………………………………………...

………………………………………..Code ………………………………………...

Tel. Numbers Office …………………………. Cell …………………………………….………….

Home ………………………… Fax ………………………………………………...

I.D. Number ……………………………………………………………………………….………….

SIGNED AND ACCEPTED ON \_\_\_\_\_\_\_\_\_\_\_ DAY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MONTH 2015

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CLIENT AGENT

Agency address: 98 Willem Botha ave

Eldoraigne x 6

Centurion 0157

***MAID IN HEAVEN: CLIENT REQUIREMENTS REGARDING A WORKER***

Client Details: NAME : ………………………………………

ADDRESS : ………………………………………

………………………………………

TEL/CELL : ………………………………………

FAX : ………………………………………

DATE WHEN WORKER NEEDS TO START : ……………….

AGE PREFERANCE : ……………….

LANGUAGE PREFERANCE : ……………….

PET CARE (yes/no) : ……………….

CHILDCARE (yes/no) : **251.64 extra** ……………….

HOW MANY FAMILY MEMBERS : .………………

WHICH DAYS OF THE WEEK:……………………………………...

WORKING HOURS :………………………………………………….

RELIGION PREFERANCE :…………………………………………..

COOKING : **R187.92extra**………………………….............................

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BASIC DUTIES: ……………………………………………………..

……………………………………………………...

……………………………………………………...

OFFICE WORKER :………………………………………………….

WHICH DAYS OF THE WEEK:…………………………………….

TEAGIRL:…………………………………………………………….

BASIC DUTIES:……………………………………………………...

………………………………………………............

………………………………………………............

***Useless info regarding your worker, but very important to us: who told you about us? ………………………………………………………***

* CHILDMINDING GENERAL TIDYING OF HOUSE
* MAKING OF BEDS € WASHING CURTAINS
* VACUUMING OF CARPETS WASHING & IRONING
* VACUUMING OF UPHOLSTERY € SMALL MENDING JOB (clothes)
* DUSTING € FRIDGE/ FREEZER

cleaning/defrosting

* WIPING DOWN ALL APPLIANCES tv etc € CLEANING OF WINDOWS
* CLEANING OF WALLS, LIGHT SWITCHES, € CLEANING OF ALL USED

DOORS, CUPBOARDS etc EQUIPMENT e.g.

VACUUMCLEANER etc

* CLEANING OF ORNAMENTS € PACKING AWAY OF

GROCERIES

* CLEANING OF TOILETS, BASINS, BATHS, € REMOVAL OF REFUSE FOR

SHOWERS, TAPS etc COLLECTION

* MOPPING OF TILED/VINYL FLOORS € SWEEPING OF OUTSIDE   
   PATIOS, STEPS etc
* COOKING OF LUNCH FOOD   
  PREPERATION / COOKING OF SUPPER € OTHER:( **RELIGION PREF, LOOKING**

**AFTER THE** **ELDERLY, PETCARE,**

**LANGUAGE PREF** **etc)**   
€ SETTING OF TABLE

* CLEANING AWAY AFTER BREAKFAST ………………………………………..

/LUNCH/SUPPER ………………………………………..  
€ POLISHING OF FLOORS AND VERANDAS ………………………………………..

* CLEANING BRASS AND SILVER ………………………………………..
* WASHING OF WALLS ………………………………………...

PLEASE FILL IN AND FAX BACK TO ***012-6536972***

***THANK YOU MAID IN HEAVEN CNT***

UI-8D

|  |  |
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|  | **UNEMPLOYMENT INSURANCE FUND**  94 Church Street, Pretoria / Postal Address: UIF, Pretoria, 0052 / Tel: (012) 337-1680  **APPLICATION FOR REGISTRATION AS AN EMPLOYER OF DOMESTIC EMPLOYEES**  Unemployment Insurance Contributions Act, 2002  Completed form can be posted to the **UIF,** or faxedto (012) 337-1636 or submitted at any branch of the UIF which is closest to the employer. The form can also be faxed to any of the following numbers: **Pta** (012) 309 5142/5286; **Jhb** (011) 497 3293; **Dbn** (031) 366 2156; **Polokwane** (015) 290 1670; **Mmabatho** (018) 384 2658; **East Ldn** (043) 701 3263; **Blftn** (051) 447 9353; **CT** (021) 441 8024;**Wtb** (013) 656 0233;**PE** (041) 586 1541;**Gmn** (011) 873 2219;**George** (044) 873 2568; **Pmb** (033) 394 5069; **Kimberley** (053) 832 7218 |

|  |
| --- |
| PRIVATE HOUSEHOLD |

EMPLOYER INFORMATION TO BE PROVIDED:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **1.** | Identity / Work Permit / Passport number of employer: | | | | | | | | | | | |  | | |  | |  |  | | |  |  |  |  |  | | |  |  |  |  |  |  |  |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| **2.** | First names of employer: | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| **3.** | Surname of employer: | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| **4.** | Date on which the first contributor (employee) was employed (Cannot be prior to April 2003): | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| **5.** | Number of employees employed: | | | | | | |  | | |  | | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| **6.** | Tel. number during office hours: | | | | | | | Code: |  | | | | | | Number: | | | | |  | | | | | | | |  | | | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| **7.** | Tel. number after hours: | | | | | | Code: | |  | | | | | | Number: | | | | |  | | | | | | | |  | | | | | | |  |
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| **8.** | Cell phone number: | | | | | |  | | | | | | | | | | | | |  | | | | | | | |  | | | | | | |  |
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| **9.** | Fax number (if applicable): | | | | | | Code: | |  | | | | | | Number: | | | | | |  | | | | | | |  | | | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| **10.** | Personal or other e-mail address (if applicable): | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| **11.** | Language preference: | |  | | | 1= English, 2 = Afrikaans | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| **12.** | Postal address: | | | | | | | | | | | | | 13. | | | Residential address: | | | | | | | | | | | | | | | | | |  |
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|  | Postal code: | | | |  | | | | | | | | |  | | | Postal code: | | | | | | | | | |  | | | | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| **14.** | Magisterial district in which residential address is situated: | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | |  |
| **15.** | Municipality: | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | |  |
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| **🢧** | **N.B.** | A completed form UI-19 in respect of employees must accompany this form. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |

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| --- | --- | --- | --- | --- | --- |
| **•** | I hereby declare that all the information furnished on this form, is true and correct. | | | | |
|  |  | | |  | |
|  | Date: | **......................................................** | Signature of employer or authorised agent: | | **...................................................................................................** |