

Perfect Pair

A U P A I R S

EST 2024

# CANDIDATE

## TERMS AND CONDITIONS, POLICY & AGREEMENT

2025

REGISTRATION | APPLICATION | PLACEMENT | EMPLOYMENT | COMMITMENT

REF NUMBER

Name &  
Surname

Date

Occupation

Service

Au Pair, Tutor, Chauffeur, Babysitter, Pet Sitter, House Sitter, Domestic,  
Nanny, Domestic Nanny

Phone

Alternative  
contact  
number

Email

Address

City

Zip

Banking  
Details



# Perfect Pair Au Pairs – Candidate Policy & Agreement

## Registration | Application | Placement | Employment | Commitment

<b>PERFECT PAIR AU PAIRS – CANDIDATE POLICY &amp; AGREEMENT</b> .....	<b>1</b>
WELCOME TO PERFECT PAIR AU PAIRS! .....	3
1. REGISTRATION & APPLICATION .....	4
2. JOB APPLICATION & PLACEMENT PROCESS.....	5
3. TRIAL PERIOD .....	5
4. EMPLOYMENT & COMMITMENT .....	5
5. GENERAL RESPONSIBILITIES .....	6
6. REGISTERING A PROFILE WITH THE PLATFORM .....	6
7. PAYMENT TERMS.....	7
8. CODE OF CONDUCT .....	8
9. RESPONSIBILITIES BY ROLE.....	8
10. CANDIDATE REQUIREMENTS .....	12
11. CANDIDATE COMMITMENT POLICY & AGREEMENT .....	12
12. GUARANTEED PERIOD .....	14
13. CONFIDENTIALITY & DATA PROTECTION .....	14
14. ACCOUNTABILITY & DISCIPLINARY ACTIONS.....	14
15. DISPUTE RESOLUTION .....	14
16. ACKNOWLEDGMENT & AGREEMENT.....	15
17. LEGAL TERMS & PLATFORM USE .....	15
18. INTELLECTUAL PROPERTY .....	16
19. INDEMNITIES AND DISCLAIMERS .....	17
20. DISPUTE RESOLUTION .....	18
21. DISPUTES BETWEEN USERS .....	19
22. TERMINATION OF USE.....	19
23. NOTICES AND SERVICE ADDRESS .....	19
24. COMPLAINTS AND SUPPORT ENQUIRIES.....	20
25. COMPANY INFORMATION .....	20
26. GENERAL .....	20
<b>PRIVACY POLICY</b> .....	<b>23</b>
1. IMPORTANT INFORMATION AND WHO WE ARE .....	23
2. WHAT WE COLLECT ABOUT YOU .....	25
3. HOW IS YOUR PERSONAL INFORMATION COLLECTED? .....	26
4. HOW WE USE YOUR PERSONAL INFORMATION.....	27
5. PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL INFORMATION .....	27
6. DISCLOSURES OF YOUR PERSONAL INFORMATION .....	29
7. COOKIES .....	30



8.	INTERNATIONAL TRANSFERS .....	30
9.	DATA SECURITY .....	30
10.	DATA RETENTION .....	31
11.	YOUR LEGAL RIGHTS .....	31



## Welcome to Perfect Pair Au Pairs!

We're excited to have you join our community! Whether you're starting as an au pair, tutor, babysitter, house sitter, pet sitter, or chauffeur — we are here to support you with guidance, CV and cover letter assistance, and by connecting you with families who appreciate your unique strengths.

At Perfect Pair Au Pairs, we expect high standards to ensure a positive experience for you and the families you work with. Please approach each placement with:

- Professionalism — always be respectful and well-presented.
- Reliability — be punctual, responsible, and follow through on commitments.
- Communication — keep both us and the families updated on any changes or concerns.
- Dedication — show enthusiasm and always prioritize safety and well-being.
- Adaptability — every family is different; your flexibility will help you succeed.

---

### **Our Services**

#### **What Our Platform Offers**

Perfect Pair Au Pairs is an intermediary service that assists parents, guardians and families (“Families”) in connecting with a candidate (“Candidate”) that is suited to their needs and requirements. We seek to place various Candidates with a Family and currently host Candidates offering the following services:

- Au pairing
- Tutoring
- Babysitting
- House sitting
- Pet sitting
- Chauffeuring

Families may choose from one or more services for which we will assist them in sourcing the best possible Candidate for their Family and needs. (collectively, “the Services”)



## **Our Responsibilities and Service Disclaimer**

We are an intermediary service only and are not party to the private relationship between Families and Candidates once you have been successfully placed. We offer ongoing support for 6-months after candidate has been placed. This will include check-in etc.

We make all reasonable efforts to screen and match Candidates with Families based on the information provided by both parties. This includes background checks, reference checks, and interviews as we deem appropriate. However, we do not guarantee the suitability, performance, or compatibility of any Candidate or Family.

Although we review all Families when they join our services and ensure their details are accurate and true, we cannot be responsible for their actions and any loss or damage suffered as a result thereof once you are placed with them. You are welcome to report any complaints or queries to us and we will do our best to assist you in as far as we are able to.

Depending on the number of hours you will be in the service of a Family and the services you offer, you may be subject to the laws applicable to domestic workers and may therefore be subject to the requirements of the Basic Conditions of Employment Act 75 of 1997, as amended.

# 1. Registration & Application

## **Step 1: Complete the Form**

- Submit the service request form via our website.
- Complete it as thoroughly and accurately as possible.

## **Step 2: Pay the Registration Fee**

- A non-refundable fee of R300 is required to proceed.

## **Step 3: Book a Meeting**

- Ensure your form is completed and submitted at least 24 hours before your meeting.
- You will receive a Candidate Agreement outlining your responsibilities.

## **Step 4: Join Our Candidate Group**

- Positions are shared via our WhatsApp group and other platforms. Stay active and engaged.



---

## 2. Job Application & Placement Process

### Step 5: Apply for Positions

- If interested in a role, your profile will be shared with the family.
- If selected, an interview will be arranged.
- If your application is not acknowledged within 3–7 days, it is considered unsuccessful.
- Check your candidate portal regularly for updates.

---

## 3. Trial Period

- All placements begin with a 7-day trial period.
- This allows both the candidate and family to assess compatibility.
- If either party is dissatisfied during the trial, the placement may end without penalty.
- If successful, the agreement continues under the terms of the contract.

---

## 4. Employment & Commitment

### Step 6: Employment & Contract

- The host family provides your contract before the 2-7 day trial period.
- The family is responsible for all direct payments to you.

### Step 7: Commitment Requirement

- A *minimum 60-day* commitment is required.
  - Early resignation may result in penalties.
  - Daily updates are required in the family's WhatsApp group, including photos, schedule changes, and progress.
-



## 5. General Responsibilities

### As a candidate, you agree to:

- Maintain professionalism and integrity at all times.
- Follow the agreed duties and schedule set with the family.
- Communicate promptly with Perfect Pair Au Pairs and the family about any issues.
- Respect the family's confidentiality, privacy, and household rules.

### Dress Code:

- Always dress neatly, professionally, and appropriately.
- Avoid wearing revealing or offensive clothing while on duty.
- Follow any additional dress code requirements specified by the family.

### Commitment:

By signing this agreement, you:

- Commit to the agreed duration of service with the family.
- Agree not to work directly for a family introduced by Perfect Pair Au Pairs without our knowledge and consent.
- Understand that violation of this clause may result in disciplinary actions, including formal warnings or blacklisting.

---

## 6. Registering a Profile with the Platform

**Joining the Services:** To sign up to the Services, we require you, as a Candidate, to undertake our application process and create a profile with us. We ask you to provide us with all the requested information during the on-boarding process. Your submitted application will undergo review, during which our team may request additional information or amendments to optimise your profile's suitability.

**Interview Process:** After we've undertaken a profile refinement with you, you will have to schedule a meeting on our website for an interview with you via Zoom or any other suitable platform to get to know you better and ensure we can place you with a Family best suited to you. In most instances we will place you with a Family we decide is best suited for you,



however, you are welcome to apply for alternative positions available. All available positions will be promoted on our social media platforms and our Platform, should you identify a suitable position, you are welcome to contact us via email with the position reference number and we will review the requirements and decide if we believe you will suit the position.

**Accurate Information:** When applying to use our Services, you agree to provide true, accurate, current, and complete information and to update this information as and when it changes. Please contact us to view or update your personal information to ensure it is always accurate.

**One Profile:** You may use only your submitted information to participate in our Services. Under no circumstances may you attempt to establish multiple profiles using multiple computers, names and identity information, or any program that masks your identity or generates a fake identity. We reserve the right to withhold, deny or cancel any Services if we, in our sole discretion, deem your profile and information as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with our Terms or any other applicable law or regulation.

**Warranty:** By sharing your personal information with us, you warrant that the person using the Platform is you. You are responsible for the information you provide, and all the actions taken on the Platform. Please see our Privacy Policy for more details on how we use and processes personal information.

---

## 7. Payment Terms

**Administration Fee:** Our Platform charges a once-off administration fee which covers administrative costs associated with your application and includes adding your profile to our Platform for Families to view. This fee ensures that your profile receives visibility and is accessible to potential Families seeking opportunities. The administrative fee will be communicated to you when applying and is also available on the Platform. The administrative fee must be paid upfront (before your interview with Perfect Pair Au Pairs) once your application is accepted by us.

**Payment for Services:** To use our Services as a Candidate is free. The Family you are appointed to will be responsible for all payments owed to you. The Family you are appointed to will decide on the hourly rate for your services and will set forth all the appropriate payment terms with you through a written or verbal agreement with you. We have provided Families with suggested hourly rates based on various factors to guide Families on appropriate payment rates for Candidate services. **Families are also responsible for your travelling costs for the first 5km (five kilometres) of your journey to reach the Family's residence.** Should you have any queries or complaints you are welcome to reach out to us directly, and we will do our best to assist you as far as possible.



---

## 8. Code of Conduct

We strive to build a community of honest, caring, and hardworking individuals passionate about childcare and related services.

**You agree to:**

- Provide excellent service and maintain open, respectful communication.
- Uphold honesty and integrity in all interactions with families and Perfect Pair Au Pairs.

---

## 9. Responsibilities by Role

### Responsibilities and Warranties

#### Candidate Services and Responsibilities

As a Candidate with the us, you are responsible for ensuring you always provide a Family with the best possible service. Depending on the service you provide you must ensure at the minimum that you adhere to the following responsibilities –

#### **Au Pair**

- Provide childcare and light household duties and services as agreed upon with a Family
- Adhere to the schedule and duties as outlined in the agreement signed with a Family.
- Maintain open communication with a Family and Perfect Pair Au Pairs regarding any issues or concerns.
- Respect the household rules, privacy and confidentiality of the Family with whom you are placed.



## **Tutor**

- Provide educational instruction or academic assistance to a child or ward as agreed upon with the Family.
- Prepare for each tutor session in advance and deliver quality tutoring services to the Family.
- Always maintain punctuality and professionalism with both children and parents.
- Communicate lesson and understanding progress and any learning barriers with the parent after each session.

## **Babysitter**

- Provide the childcare services as agreed with the Family.
- Follow the Families instructions regarding the childcare routine requested and ensure all instructions (including sleeping and feeding routines) are complied with.
- Always ensure the safety and well-being of the children under placed under your care.
- Communicate any issues or safety incidents promptly to with the Family and Perfect Pair Au Pairs to ensure all issues or incidents are appropriately managed.

## **House/Pet Sitter**

- Take all reasonable effort and action to take care of and maintain the Family's home and pets (if applicable) as agreed upon with the Family.
- Always follow the Family's instructions regarding home and pet care.
- Ensure the security and upkeep of the Family's property whilst you are there and ensure you promptly report any safety issues or incidents to the Family and Perfect Pair Au Pairs to ensure such issues are appropriately managed.

## **Chauffeur**

- Provide safe and timely transportation services to a Family as agreed with the Family.
- Maintain the vehicle used for the Services (whether it be a Family's or your own) in a clean and presentable condition in accordance with all road traffic and safety requirements.
- Always adhere to all road traffic laws and regulations including any professional driving permits as are applicable.
- Always ensure punctuality and professionalism when providing services to a Family.
- Communicate any issues or incidents promptly to the Family and Perfect Pair Au Pairs.



## Safety & Emergency Protocols

- Always prioritize the safety and well-being of children and pets.
- Know basic emergency procedures (first aid, emergency numbers).
- Report any incidents immediately to both the family and Perfect

## Personal Boundaries & Respect

- Maintain respectful, professional relationships with families.
- Respect emotional and physical boundaries.
- Avoid any behaviour that could be inappropriate or make the family uncomfortable.

**Platform Warranties:** by using the Platform and/or the Services, as a Candidate, you warrant that -

- you have read and agreed to these Terms and will use the Platform and Services in accordance with them;
- you have not made any misrepresentations and the information provided in the registration process about you, is true, accurate and complete in every aspect;
- you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms. Where you are under the age of 18 years you warrant that you have the consent of your parent or guardian to use the Platform/Services, who understands that they will be responsible for all your actions on the Platform and any associated expenses;
- you lawfully possess and submit all information to Perfect Pair Au Pairs for the use of the Platform and the Services and hereby indemnify Perfect Pair Au Pairs against any third-party claims that may arise due to the processing of the information shared by you with Perfect Pair Au Pairs;
- you will not post, upload, replicate or transmit any abusive content on the Platform or communicate with a Family and any children under your care in a manner, that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any other user in any way from properly using the Platform or Services;
- you will not share any confidential information that comes into your possession through the provision of your Candidate services on the Platform or with any third party whilst in service including banking or other personal information not made publicly available or without appropriate consent;
- you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or



functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;

- you will not infringe the intellectual property or other rights of any third party or the Platform or transmit content that you do not own or do not have the right to publish or distribute;
- you will not use the Platform to circumvent Perfect Pair Au Pairs and shall not engage with any Family in a manner which does or is reasonably and foreseeably likely to prejudice the good name and reputation of Perfect Pair Au Pairs;
- you will not use the Platform for any commercial purpose other than as expressly provided for by Perfect Pair Au Pairs herein;
- you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- you will not facilitate or assist any third party to do any of the above, failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing Perfect Pair Au Pairs to manifest all of our rights in the case of breach, including but not limited to denying you access to the Platform/Services, reporting your actions to an applicable authority or instituting legal proceedings against you.

**Connected Devices:** The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform. We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.

**Access to Platform in Breach:** Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform/Services where we believe (in our reasonable discretion) that you are in breach of any of these Terms.

---



## 10. Candidate Requirements

### To qualify, you must meet the following:

- First Aid Certificate (valid & up to date; discounted training available).
- Perfect Pair Au Pairs Childcare Development & Learning Course
- Mandatory for Au Pairs, Nannies & Tutors.
- Optional for Babysitters & House Sitters – but beneficial.
- Active Communication with the agency.
- WhatsApp Group Participation (daily check-ins and updates).
- Criminal Background Check (via PostNet or Jetline).
- Work Permit (required for non-South African citizens).
- Driver's License (if applicable).
- Own Reliable Vehicle
- Matric Certificate or Equivalent
- Valid Identification Document (ID/passport).
- Experience & References
- Minimum 1-year childcare experience.
- At least 2 contactable references.
- Don't have experience? Ask us about volunteer opportunities to gain it!

---

## 11. Candidate Commitment Policy & Agreement

### 11.1. Non-Refundable Registration Fee

*Once your application process progresses (e.g., interview booked), your R300 fee is non-refundable.*

### 11.2. Binding Commitment

- All candidates must sign an agreement confirming their commitment.
- No-shows, late withdrawals, or lack of communication will result in penalties or removal.

### 11.3. Blacklisting Policy

- Candidates who repeatedly cancel or fail to attend interviews/placements will be blacklisted and will not be eligible to reapply.



#### 11.4. Delay in Applications

- Candidates who cancel an interview or scheduled placement without a valid reason must wait 3 months before applying again.

#### 11.5. Penalties for Non-Compliance

Offense	Penalty
No-show for interview (without 24-hour notice)	Written warning & 3-month delay before reapplying
No-show for scheduled placement (after accepting offer)	Immediate removal & blacklisting
Last-minute interview withdrawal (less than 48 hrs notice)	R250 reactivation fee
Withdrawal from placement (less than 72 hrs before start)	Blacklisting + R500 reapplication fee
Repeated cancellations (more than 2 in 6 months)	Permanent removal from our database

#### 11.6. Clear Expectations

- Communicate responsibly if changes are needed.
- Respect the time of families and the agency.
- Understand the consequences of unreliability.
- Inform us and families as early as possible of any schedule changes.
- Respect the time and effort of everyone involved.
- Understand that failure to meet these expectations will result in the penalties outlined above.

#### 11.7. Candidate Feedback System

- A reliability rating system is maintained.
- Families can view your performance and dependability.
- Poor ratings may reduce future placement opportunities.

#### 11.8. Delay in Future Applications

Candidates who cancel interviews or placements without a valid reason must wait a minimum of three (3) months before reapplying.



## 12. Guaranteed Period

Once you are placed with a family, the following guarantee applies (After your 2–7 day trial period):

**60-Day Commitment:** All candidates are required to commit to a minimum of 60 days with the host family.

After successfully completing the 2-7 day trial period, you commit to working with the host family for a minimum of 60 days, regardless of whether the position is short-term or long-term.

You are required to continue working until a replacement candidate is found, unless otherwise discussed and agreed upon with the family and Perfect Pair Au Pairs. This commitment ensures stability and consistency for the family (and children) while we work to find a suitable replacement.

---

## 13. Confidentiality & Data Protection

- Keep all family-related information strictly confidential.
- Never share or use the family's information for anything outside your assigned duties.
- Follow all relevant privacy and data protection laws.

## 14. Accountability & Disciplinary Actions

- Any violations may result in disciplinary action, including suspension or termination.
- Serious or repeated breaches will result in blacklisting and permanent removal from the platform.

## 15. Dispute Resolution

- Aim to resolve any disagreements in a respectful and professional way.
- Perfect Pair Au Pairs will assist with mediation if needed.



## 16. Acknowledgment & Agreement

By signing below, you confirm that you have read, understood, and agree to the:

- Registration & Application
- Job Application & Placement Process
- Trial Period
- Employment & Commitment
- General Responsibilities
- Code of Conduct
- Responsibilities by Role
- Candidate Requirements
- Candidate Commitment Policy & Agreement
- Confidentiality & Data Protection
- Accountability & Disciplinary Actions
- Dispute Resolution
- Acknowledgment & Agreement

## 17. Legal Terms & Platform Use

By signing, you agree to the full Candidate Terms of Use on our website:

[www.perfectpauairs.co.za](http://www.perfectpauairs.co.za)

### **Messages and Advertising**

#### **Data Messages between You and Perfect Pair Au Pairs**

Data messages, including email messages, you send to us will be considered as received only when we acknowledge or respond to these messages.

Data messages we send to you will be regarded as received when the data message enters your email sever inbox and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.



Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

### **Hyperlinks, Deep Links, Framing**

The Platform may include links to other websites ("other sites"). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites. We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content. Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

## 18. Intellectual Property

**Platform IP:** All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("the intellectual property") are owned (or co-owned or licenced, as the case may be) by Perfect Pair Au Pairs, our shareholders, directors, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

**User submitted IP:** All rights to any intellectual property you provide to us will remain with you, but for which you have provided us with a non-exclusive, non-transferable licence to use such intellectual property to provide you with our Services including the use of our Platform.

**No Modification of IP:** Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our written consent first being granted, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, we and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.

**Updates:** We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform/Services, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions



already concluded, will not be affected by such suspension or termination (as the case may be).

**Third Party IP:** Where any intellectual property has been licensed to us or belongs to any third party all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

**User License:** Subject to adherence to the Terms, Perfect Pair Au Pairs grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information on any machine which you are the primary user. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without our prior written permission.

## 19. Indemnities and Disclaimers

### Disclaimers

The Platform and Services, including intellectual property appearing therein, are provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform or the Services. All content, information, and/or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not Perfect Pair Au Pairs. While we make every reasonable effort to present such information accurately and reliably on the Platform we do not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.

Perfect Pair Au Pairs, its shareholders, directors, employees, contractors, and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential, or arising from information made available on (or by means of) the Platform and/or transactions or actions resulting therefrom or from the Services offered.

Perfect Pair Au Pairs, its shareholders, directors, employees, contractors, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, access to, or use of, the Platform in any manner, the provision of any Candidate services to a Family, and any actions or inactions of a Family.

We take reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform offline. However, we do not warrant or represent that your access to the Platform will be uninterrupted or error-free or



that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.

## Indemnities

You indemnify and hold harmless Perfect Pair Au Pairs, its shareholders, directors, contractors, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services offered, transactions concluded through the Platform and the provision of Candidate services in any manner. You agree to indemnify, defend, and hold Perfect Pair Au Pairs, its shareholders, directors, contractors, employees, and partners harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your use of the Platform/Services or the breach of these Terms and any agreement established with a Family. This clause will survive termination of these Terms.

## 20. Dispute Resolution

**Negotiation:** Should any dispute, disagreement or claim arise between you and Perfect Pair Au Pairs concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

**Mediation:** Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent third party who shall mediate the discussions between them to find a mutually beneficial solution.

**Arbitration:** If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("AFSA"), with an arbitrator selected by Perfect Pair Au Pairs.

**Jurisdiction:** Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

**No publication:** The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.



## 21. Disputes between Users

**Private Dispute:** Should a dispute arise between you and a Family, regarding your private transaction, said dispute is between you exclusively. Perfect Pair Au Pairs is not responsible for fulfilling any function in any way or engaging in the dispute in any way.

**Beneficial Resolution:** You agree that you will make every reasonable effort to resolve the dispute in a manner that is mutually agreeable and/or as prescribed by any relevant agreement concluded between you and the Family, and for the attempted benefit of both parties.

**Notification:** Notwithstanding the above, these parties may inform Perfect Pair Au Pairs of the dispute for Perfect Pair Au Pairs to log the issues experienced, and to try assist both parties in whatever way it deems fit but is under no obligation to do so.

## 22. Termination of Use

IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR PLATFORM/SERVICES IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.

If you wish to terminate your agreement with us and these Terms, you may do so by providing us with not less than 2 (two) weeks' notice of your intention to end your use of our Platform and Services. Such termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

In the event of termination of your agreement with these Terms we will remove you from the Platform and delete your profile.

## 23. Notices and Service Address

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of Perfect Pair Au Pairs, at [info@perfectpauairs.co.za](mailto:info@perfectpauairs.co.za); or
- in the case of a Candidate, at the e-mail, cellphone number, and/or address provided when registering with us.



Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

## 24. Complaints and Support Enquiries

Should you have any complaints or support enquiries, please use the built-in prompts on the Platform to contact us directly.

## 25. Company Information

- Site owner: Perfect Pair Au Pairs (Pty) Ltd
- Legal status: Private Company
- Registration number: 2024/293964/07
- Platform address: <https://www.perfectpairaupairs.co.za/>
- Email address: [info@perfectpairaupairs.co.za](mailto:info@perfectpairaupairs.co.za)
- Telephone number: 082 782 2460
- Registered address: 34 Uiterwyk Street, Jacaranda, Kuilsriver, Cape Town, 7580
- Postal address: As above.

## 26. General

**Relationship Between the Parties:** The relationship of the parties, inter se, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party. Perfect Pair Au Pairs only provides intermediary services, any formal engagement between a Family and a Candidate facilitated by the Platform is between them privately, and for which Perfect Pair Au Pairs holds no responsibility.

**Force Majeure:** If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or



restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned

**Change Without Notice:** The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

**Entire Agreement:** This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless published on the Platform.

**No Indulgence:** No indulgence, leniency or extension of time granted by Perfect Pair Au Pairs shall constitute a waiver of any of Perfect Pair Au Pairs' rights under these Terms and, accordingly, Perfect Pair Au Pairs shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.

**Importation of Words:** Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts, and bodies corporate, and vice versa.

**Headings as Reference:** The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

**Governing Law:** Your access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

**Severability:** Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.



**Prohibited Provision:** No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("Prohibited Provision"). Any breach of any such Prohibited Provision shall be governed by the provisions above.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

ID/Passport: \_\_\_\_\_



# PRIVACY POLICY

At Perfect Pair Au Pairs we adhere to the highest standards of protecting your personal information when we process it by virtue of your use of our Services or our Platform <https://www.perfectpairaupairs.co.za/> or any related platforms (collectively, “**the Platform**”), or by providing us with your personal information in any other way. As such, we have created this privacy policy for you to read and to understand how we safeguard your personal information and respect your privacy (“**Privacy Policy**”).

Not all terms are necessarily defined in order or may be defined in our Terms of Use (“**Terms**”).

Please ensure that you read all the provisions below, and our policies and guidelines which may apply from time to time, to understand all of your, and our, rights and duties.

## 1. Important Information and Who We Are

### Purpose of this Privacy Policy

This Privacy Policy aims to give you information on how we collect and process your personal information through any form of your engagement with us. This Privacy Policy complies with, and facilitates the obligations required from, the South African *Protection of Personal Information Act, No. 4 of 2013* (“**POPI**”), as amended.

It is important that you read this Privacy Policy together with any other privacy policy or fair processing notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are fully aware of how and why we are using your personal information. This Privacy Policy supplements the other notices and is not intended to override them.

We do not process the data of minors. Do not provide us with any such personal data, as it will constitute an immediate and automatic breach of this Privacy Policy and our Terms.

Due to the nature of our services we may process limited special categories of personal information to verify Candidates on our Platform to ensure we offer a safe experience through our Platform.

### Responsible Party and Operator

Perfect Pair Au Pairs is the “**Responsible Party**” and is responsible for your personal information when we decide the processing operations of your personal information. In certain instances, we operate as an “Operator” of personal information on behalf of a Responsible Party who use our services. In that case, that Responsible Party’s privacy policy will apply to your use of their services.

We have appointed an information officer at Perfect Pair Au Pairs who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this



Privacy Policy, including any requests to exercise your legal rights, please contact our information officer using the details set out below.

### Our Contact Details

- **Legal entity:** Perfect Pair Au Pairs (Pty) Ltd
- **Information Officer:** Tasya Pretorius
- **Email address:** [info@perfectpauairs.co.za](mailto:info@perfectpauairs.co.za)
- **Postal address:** 34 Uiterwyk Street, Jacaranda, Kuilsriver, Cape Town, 7580
- **Telephone number:** 082 782 2460

You have the right to make a complaint at any time to the South African regulator's office ([Information Regulator's Office of South Africa](#)). We would, however, appreciate the chance to deal with your concerns before you approach any such regulator, so please contact us in the first instance.

### Changes to this Privacy Policy

This Privacy Policy was last updated on 05 August 2024 and previous versions are archived and can be provided on request.

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your relationship with us.

This Privacy Policy is subject to change without notice and is updated or amended from time to time and will be effective once we upload the amended version to the Platform. Your continued access or use of our Services constitutes your acceptance of this Privacy Policy, as amended. It is your responsibility to read this document periodically to ensure you are aware of any changes.

### Third-Party Links on Platform

The Platform may include links to third-party platforms, plug-ins, and applications. Clicking on those links or enabling those connections may allow third parties to collect or share information about you. We do not control these third-party platforms and are not responsible for their privacy statements or terms. When you leave our Platform, or engage with such third parties, we encourage you to read the distinct privacy policy of every third-party you engage with.



## 2. What We Collect About You

Personal information, or personally identifiable information, means any information about an individual, both natural and juristic entities (people and companies), from which that entity can be identified. It does not include information where the identity has been removed (anonymous data).

We may collect, use, store, and transfer (“**process**”) different kinds of personal information about you which we have grouped together as follows:

**Identity Data** including full name, copy of your identity/passport and driver’s license, clear photograph, or the information about your company such as company name, address and/or company registration details.

**Contact Data** including email address, residential address, and contact numbers.

**Employment Data** including curriculum vitae or resumé, employment experience, and professional driving permit.

**Sensitive Data** including medical history report, and police clearance certificate.

**Account Data** including all information available in your Platform account including placement history, subscription package, hours worked, feedback reports, ratings, and support enquiries.

**Financial Data** including bank account details, third-party payment provider information and payment card details (which we do not store but is processed by our payment service provider).

**Social Media Data** including all information available through your public social media profile including posts, stories, likes and comments.

**Transaction Data** including details about payments to and from you, contracts, contractual terms, contract fees, signups, subscriptions, invoices and other details of products and services you have obtained from us or provide to us.

**Technical Data** including internet protocol address/es, login data, browser type and version, time zone setting and location, cookies, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access the Platform.

**Usage Data** including information about how you use our company, Platform, surveys, and Services.

**Marketing and Communications Data** including messages sent to us, your preferences in receiving notices and marketing from us and your communication preferences as well as details of which communications were sent to you and how they were sent.

We also collect, use, and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal information but is not considered personal information in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users



accessing a specific Platform feature. However, if we combine or connect Aggregated Data with your personal information so that it can directly or indirectly identify you, we treat the combined data as personal information which will be used in accordance with this Privacy Policy.

Where we need to collect personal information by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with services or allow you to provide us with your services). In this case, we may have to cancel Platform-access or Services you have with us, but we will notify you if this is the case at the time.

### 3. How Is Your Personal Information Collected?

We use different methods to collect personal information from and about you, including through:

**Direct interactions:** You may give us your personal information by signing up to our Services, or by corresponding with us through the Platform, social media, by email or otherwise. This includes personal information you provide when you:

- use our Services;
- use our Platform;
- contract with us;
- provide any services to us as a service provider or independent contractor on contract with us;
- request information to be sent to you;
- give us some feedback.

**Automated technologies or interactions:** As you interact with our Platform, we may automatically collect Technical Data and Usage Data about your equipment, browsing actions and patterns. We may collect this personal information by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other Platforms employing our cookies.



**Third parties:** We may receive personal information about you from various third parties such as:

- analytics providers;
- South African or other police services;
- Medical and nursing service providers;
- marketing platforms;
- messaging platforms;
- search information providers; and
- payment service providers.

## 4. How We Use Your Personal Information

We will only use your personal information when the law allows us to and for legitimate reasons, which you hereby expressly understand and consent to. Most commonly, we will use your personal information in the following circumstances:

- where we have your express **consent** to do so;
- where we need to consult with you or **perform on the services contract** we are about to enter into or have entered into with you;
- where it is necessary for our **legitimate business interests** (or those of a third party) and your interests and fundamental rights do not override those interests; and/or
- where we need to comply with a **legal or regulatory obligation**.

## 5. Purposes For Which We Will Use Your Personal Information

We have set out below the purpose for which we will process your personal information, which includes:

- to engage with you after you have contacted us via the Platform or otherwise;
- to allow you to use our Services and to provide you with our Services as contracted;
- to contract with you as a service provider to Perfect Pair Au Pairs;



- to provide it to our authorised service providers who need your personal information to provide their services to you (such as our Candidates providing services to Families and our payment gateway);
- to process and service your payment for any Services rendered by Perfect Pair Au Pairs or its service providers;
- to manage payments, fees, and charges;
- to manage our relationship with you which may include notifying you about changes to our Terms, Privacy Policy, or Services or the delivery of communications and the effectiveness thereof;
- to administer and protect our company, Platform and Services (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data);
- to use data analytics to improve our Platform, Services, client relationships and experiences; and
- to provide you with direct marketing and make suggestions about Services that may be of interest.

### Marketing

We strive to provide you with choices regarding how we use your personal information, particularly around marketing and advertising. To manifest your rights attached to any marketing sent to you as an existing customer, please use the in-built prompts provided on those communications, or contact us.

You will receive marketing communications from us if you have requested our Services, requested information from us, or provided us with your details in any other circumstance and, in each case, have not opted-out of receiving that marketing.

You can ask us to stop sending you marketing messages at any time by using the built-in prompts or contacting us and requesting us to cease or change your marketing preferences. Where you opt-out of receiving marketing messages, this opt-out will not apply to other personal information of yours which we process for another lawful basis.

### Third-Party Marketing

Whilst we may use your personal information within our company, we will get your express opt-in consent before we share your personal information publicly with any entity outside of Perfect Pair Au Pairs for marketing.

### Change of Purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with



the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules and where required or permitted by law.

## 6. Disclosures Of Your Personal Information

We may have to share your personal information with the parties set out below for the purposes set out in the table above.

- Internal Third Parties including other entities or parties in the Perfect Pair Au Pairs group and their respective founders, directors and employees, acting as joint responsible parties or operators;
- External Third Parties including:
  - authorised third-party service providers under contract with Perfect Pair Au Pairs who need your personal information to provide their services to you pursuant to your use of our services;
  - service providers and contractors providing their services to us and acting as operators of your personal information on instruction from us;
  - South African or other national governments and/or their respective authorities pursuant to our adherence with legislative requirements; such as tax; and
  - professional advisers acting as operators or joint responsible parties including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services as required.
- Third parties to whom we may choose to sell, transfer, or merge parts of our company or our assets. Alternatively, we may seek to acquire other organisations or merge with them. If a change happens to our company, we may continue to use your personal information in the same way as set out in this Privacy Policy.

We require all third parties to respect the security of your personal information and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal information for their own purposes and only permit them to process your personal information in accordance with our instructions and standards.



## 7. Cookies

The Platform may make use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a platform can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a platform and allow a platform to track usage behaviour and compile aggregate data that will allow the platform operator to improve the functionality of the platform and its content, and to display more focused advertising to a user by way of third party tools.

The type of information collected by cookies is not used to personally identify you. If you do not want information collected using cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Platform and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Platform will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this Privacy Policy and our other policies or terms.

## 8. International Transfers

We may share and process your personal information outside of South Africa for the purpose of cloud storage, to use software service providers, or to engage with third parties.

Whenever we may transfer your personal information out of South Africa, we will ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal information to countries that have appropriate data protection legislation in place similar to that of South Africa; and/or
- When we use service providers, we will use specific contracts/clauses which ensure personal information is processed and secured lawfully.

## 9. Data Security

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used, or accessed in an unauthorised way, altered, or disclosed by making use of reasonable technical and organisational measures such as secure and reputable cloud storage and data security software. We also limit access to your personal information to those employees, agents, contractors and other third parties who have a legitimate need to know. They will only process your personal information on our instruction and are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal information breach and will notify you and the Information Regulator of a breach where we are legally required to do so.



## 10. Data Retention

We will only retain your personal information for as long as necessary to fulfil the purpose we collected it for including any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purpose for which we process your personal information, any other South African applicable law requiring us to retain the personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

We may also anonymise your personal information (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 11. Your Legal Rights

You have rights in relation to your personal information where we are the relevant “Responsible Party” over such personal information. Please contact us to find out more about, or manifest, these rights:

- request access to your personal information;
- request correction of your personal information;
- request erasure of your personal information;
- object to the processing of your personal information;
- request a restriction of processing your personal information;
- request transfer of your personal information; and/or
- right to withdraw consent.

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive, or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal information (or to exercise any of your other rights). This is a security measure to ensure that personal information is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.



Users with citizenships from jurisdictions other than South Africa, please note that we comply with South African data protection laws when processing your personal information as we are a South African entity. Should foreign law be applicable to your use of the Services and/or the Platform in any way, including how we may process your personal information, please contact us and we will gladly engage with you on your rights.