



FOR OFFICE USE ONLY	
Family:	
Area:	
Matched with:	

Family Application Form

*Please complete in black ink, write clearly and fax back to **086 568 4126** or email info@kidoscabbie.co.za Please call **074 621 6227** should you have any queries completing this form*

Family Details

Surname: _____ Home Address: _____

Home Language: _____

Home Tel: _____ Suburbs: _____

Religion: _____

Mothers Work Details

Fathers Work Details

Name: _____	Name: _____
Occupation _____	Occupation: _____
Cell Number: _____	Cell Number: _____
E- mail Address: _____	Email Address: _____
Work Tel: _____	Work Tel: _____

Next of Kin

Name: _____

Cell Number: _____

Work Tel: _____

For what period of time do you need a driver? _____

How did you hear about Kidos Cabbie: _____

Children's Details

Name	Gender	Age	School	Area of School
1.	Male / Female			
2.	Male / Female			
3.	Male / Female			
4.	Male / Female			
5.	Male / Female			

Please provide full details of your child/children's activities (school and extra mural activities) as well as list the exact times that the child/children must be collected and specify the time that each activity is scheduled for

Day	Morning (Hours)& Place	Afternoon (Hours)& Place	Murals (Hours)& Place
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Please provide below any other information that you feel may be relevant regarding your children (allergies, medications, disabilities, disorders, etc):

Family Summary

Please provide us with any additional information about your family that you feel may be relevant to us:

SERVICE LEVEL AGREEMENT

1. PARTIES

The parties to this Service Level agreement are:

- 1.1. Kidos Cabbie CC, with registration number: 2010/060290/23 a close corporation duly incorporated in terms of the company laws of South-Africa (hereinafter "**Kidos**"); and
- 1.2. Mr./Mrs. _____, with identity number: _____, (hereinafter "**the Client**").

2. DEFINITIONS

"Candidate(s)" shall mean prospective driver(s) introduced and/or made known to the Client by Kidos;

"Placed / Placement" shall mean the signing by the Candidate(s) of an Independent Contractor Agreement entered into between the Candidate(s) and the Client;

"Registration Fee" shall mean a once off non-refundable fee payable by the Client to Kidos, utilized to cover the administrative costs of Kidos.

"Monthly Service Fee" a monthly fee payable by the Client to Kidos for the entire duration that the Candidate(s) is employed with the Client.

3. PREAMBLE

The Client hereby utilizes the services of Kidos as a recruitment agent, based on the terms and conditions recorded herein. This agreement shall in no way create any relationship, employment or otherwise, between Kidos and the Candidate(s), and any Candidate(s) is to be contracted by the Client directly.

4. TERM

This agreement shall commence upon the last party hereto signing same, and shall continue for a period of _____ calendar months whereupon it shall automatically terminate, unless terminated earlier in accordance with the terms hereof.

5. OBLIGATIONS OF THE CLIENT

5.1 The Client undertakes to provide Kidos with all information required, as more fully set out in the above “*Family Application Form*”, in order for Kidos to successfully pre-screen and/or recruit suitable Candidate(s) for contracting by the Client.

5.2 It is specifically recorded that the Client shall in no way directly engage with, or employ, any Candidate(s) prior to successful Placement of such Candidate(s).

5.3 Upon selection of suitable Candidate(s), the Client shall make a formal offer to such Candidate(s) *via* Kidos.

5.4 The Client undertakes to remunerate Kidos for its recruitment services, as per clause 6 below.

6. OBLIGATIONS OF KIDOS

6.1 Kidos will recruit Candidate(s) on behalf of the Client, which Candidate(s) shall satisfy, or mostly satisfy, the Client’s criteria as specified in the above “*Family Application Form*”.

6.2 Kidos will ensure that all Candidate(s) are in possession of a valid driver license. Kidos shall furthermore verify all Candidate(s) references.

6.3 Kidos will arrange all interviews between the Client and Candidate(s).

6.4 For the entire duration that the Candidate(s) is employed by the Client, Kidos shall assist the Client in mediating any disputes arising between the Client and the Candidate(s). The aforementioned mediation service shall include meeting with the Client and the Candidate(s) individually and simultaneously, and formulating a plan of action to avoid that the same and/or related dispute arises in future.

6.5 In the event that Kidos’ mediation service, as per clause 6.4 above, does not successfully resolve the dispute in question and/or if the same dispute arises subsequent to Kidos’ mediation, the Client shall be obliged to follow the breach provisions contained in the Candidate(s) Independent Contractor Agreement.

6.6 Should any Candidate(s) successfully Placed with the Client, be unavailable to render his/her services to the Client by reason of such Candidate(s) being sick or on leave, Kidos shall introduce and/or make known to the Client, interim candidate(s) whom satisfy, or mostly satisfy, the Client's criteria as per the above "**Family Application Form**", which candidate(s) may be contracted by the Client for such period as the Client's Candidate(s) cannot perform his/her services.

7. AMOUNTS PAYABLE TO KIDOS

7.1 **In consideration for the recruitment and/or mediation services provided by Kidos, the Client will pay Kidos the fees as specified in the fee schedule attached hereto as Annexure A.**

7.2 All fees payable by the Client, to Kidos, shall be exclusive of Value Added Tax ("**VAT**"). Should Kidos be, or become, registered as a VAT vendor, the Client shall pay to Kidos, in addition to any fees, VAT at the applicable rate as and when such fees are payable in terms of this agreement.

7.3 **Any fees payable to Kidos in terms hereof shall be made free of exchange and or set-off and may not be withheld for any reason whatsoever.**

7.4 **Should the Client fail to make payment of any fees due to Kidos in terms hereof, on the due date, the outstanding amount will attract interest at a rate of 2% per month, calculated from the due date thereof until date of final payment.**

8. INDEMNITY

The Client hereby absolves Kidos, its employees and/or agents from all responsibility and indemnify them from any claim instituted by him/her, or any other person, for damages or loss of whatever nature (including consequential damages or special damages of any nature) flowing directly or indirectly from any recruitment and/or mediation services provided to the Client, by Kidos, in terms of this agreement.

9. BREACH

9.1 **If the Client:**

9.1.1 **breaches any material term of this agreement and fails to remedy such breach within 14 (FOURTEEN) days after the receipt of a written notice from Kidos;**

9.1.2 **commits any act of insolvency;**

9.1.3 endeavours to compromise generally with his/her creditors or does or causes anything to be done which may prejudice Kido's rights hereunder or at all;

9.1.4 allows any judgement against him/her to remain unsettled for more than 10 (TEN) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or

9.1.5 is sequestered

Kidos may, without prejudice to any other right which it may have against the Client, cancel this agreement.

9.2. Kidos shall be entitled to recover all legal costs incurred by it, including Attorney and Client scale costs, as it is obliged to pay to its attorneys, from the Client.

9.3. In the event that Kidos institutes legal action against the Client as a result of this agreement, Kidos shall have the right, but shall not be obliged, to institute legal action in any Magistrates court having jurisdiction irrespective of the quantum of such claim and/or action.

10. MISCELLANEOUS

10.1 The Client shall not assign, cede, delegate, transfer or otherwise dispose of any right or obligation under this agreement to any other person.

10.2 No provision of this agreement (including, without limitation, the provisions of this clause) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in this agreement, except (in any such case) by an agreement in writing signed by the duly authorised representatives of the parties.

10.3 Any relaxation, indulgence or delay (collectively referred to as "**Indulgence**") by either party in exercising, or any failure by either party to exercise, any right under this agreement shall not be construed as a waiver of that right and shall not affect the ability of that party subsequently to exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right (whether against that party or any other person).

10.4 The waiver of any right under this agreement shall be binding on the waiving party only to the extent that the waiver has been reduced to writing and signed by the duly authorized representative(s) of the waiving party.

10.5 This agreement supersedes all prior agreements, representations, communications, negotiations and understandings between the parties concerning the subject matter of this agreement.

10.6 Whenever possible, each provision of this agreement shall be interpreted in a manner which makes it effective and valid under applicable law, but if any provision of this agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of this agreement, all of which shall remain in full force.

10.7 This agreement may be executed in any number of identical counterparts, all of which when taken together shall constitute one agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the parties shall constitute a full original of this agreement for all purposes.

10.8 All notices and any other communications whatsoever (including, without limitation, any approval, consent, demand, query or request) by either party in terms of this agreement or relating to it shall be given in writing, and shall be sent by registered post, or delivered by hand to the recipient party at its relevant address set out below:

10.8.1 if to Kidos at:

Address: _____

10.8.2 if to the Client at:

Address: _____

10.9 Either party may, by written notice to the other party, change any of the addresses at which, or the designated person for whose attention those notices or other communications are to be given.

10.10 Any notice or other communication given by any party to the other party which:

10.10.1 is sent by registered post to the addressee at its specified address shall be rebuttably presumed to have been received by the addressee on the 7th (SEVENTH) day after the date of posting; or

10.10.2 is delivered by hand during the normal business hours of the addressee at its specified address shall be rebuttably presumed to have been received by the addressee at the time of delivery.

10.11 The parties choose their respective physical addresses in clause 10.8 as their respective *domicilia citandi et executandi* at which all documents relating to any legal proceedings to which they are a party may be served. If that address is changed to another address which is not a physical address in the Republic of South Africa, then the original address shall remain the *domicilium citandi et executandi* of the relevant party until it nominates a new physical address within the Republic of South Africa in writing, to be its new *domicilium citandi et executandi*.

10.12 The parties agree to perform, or procure the performance, of all further things, and execute and deliver (or procure the execution and delivery) of all further documents, as may be required by law or as may be desirable or necessary to implement or give effect to this agreement and the transactions contemplated therein.

Thus done and signed at..... on this.....day of.....201....

.....
THE CLIENT

.....
WITNESS #1

.....
KIDOS
Who warrants his/her authority hereto

.....
WITNESS #2

“ANNEXURE A: FEE STRUCTURE”

- i) The Client shall pay a non-refundable Registration Fee, in the amount of R200-00 (TWO HUNDRED RAND) to Kidos, on or before signature hereof. No recruitment services shall be provided to the Client before the Registration Fee has been paid in full.

- ii) Upon successful Placement of a Candidate, the Client shall pay a Monthly Service Fee of R..... (*insert amount in words*) to Kidos. the Monthly Service Fee shall be payable before the 2nd of each calendar month.

- iii) Any and all fees payable to Kidos, by the Client, shall be payable into the following bank account:

NEDBANK

ACCOUNT HOLDER:	KIDOS CABBIE
ACCOUNT NO:	1697103456
BRANCH CODE:	169745
REFERENCE:	CLIENT NAME AND SURNAME