



## Membership Agreement

It is hereby agreed that  
a sub-contractor contract  
is entered into between

**"eCareFinder.co.za"**  
(who shall be referred to hereinafter as the **eCareFinder**)

and

AS PER THE REGISTRATION FORM  
(Full name and surname)

**Identity No:** \_AS PER THE REGISTRATION FORM  
(who shall be referred to hereinafter as the **Member** )

**NOW THEREFORE THE PARTIES HAVE AGREED TO THE FOLLOWING  
TERMS AND CONDITIONS:**

**1. DETAILS**

The MEMBER shall be engaged as: **eCareFinder Member (Job Title)**  
You will report directly to: **The Office Manager of eCareFinder (Superior)**

**2. STARTING DATE**

The Member agrees to make his services available from the date of registration on the Website.

**3. NATURE OF THIS SUBCONTRACTOR AGREEMENT**

eCareFinder is an organisation that markets the provision of Member services. Upon the receipt of a valid order eCareFinder selects from its database of registered Members the appropriate candidate. The candidate is notified and confirms availability to perform the Member ing services at a certain time and place as specified by the client. The Member is reimbursed at an hourly rate. No taxes are deducted. eCareFinder does not guarantee the solicitation of the Members's services.

**4. DUTIES**

The MEMBER shall be expected to satisfactorily carry out all the tasks and duties normally associated with the provision of Member ing services. The MEMBER agrees and undertakes to obey all reasonable and lawful orders and instructions which may be given by any person employed by eCareFinder who is in a managerial or supervisory position. The Member confirms that he / she is capable and competent to perform the duties for which he / she has been engaged for, and that he / she has the necessary skills and knowledge to perform competently and to the satisfaction of eCareFinder. The duties which the Member may be required to perform are, amongst others:

- a. Au Pairing
- b. Tutoring
- c. Pet Care
- d. Babysitting
- e. Nanny duties
- f. Frail care
- g. Domestic work
- h. Gardening
- i. Driving services

**5. REMUNERATION**

The Member 'S will be paid at a rate to be agreed between the parties and is set at R[AS PER THE BIDDING PROCESS] per hour. Payment of the Members will be paid into the Members account at a financial institution of his / her choice. Payments are processed as per the bidding process. Members need to ensure that the banking details as listed in their profile on the system are accurate and up to date. We will not be liable for payments made into incorrect bank accounts. Members may be required to pay a once off registration fee in terms of this Membership agreement.

**6. RESTRAINT**

The Members agree that they will under no circumstances deal directly with a client of perspective client and

that in the event of such occurring this contract will be terminated immediately and the Member's services will no longer be advertised. The service we render is made possible only by substantial investment in advertising for testing, screening and selecting a large number of suitably qualified Members for assignments to Clients. The Member undertakes that neither they nor any person, associated company, subsidiary, division or other related entity or any other legal or other person with whom the Member is associated, shall accept an application for employment from such Client (whether as an individual or other legal entity and whether on permanent or temporary basis), within a period of 6 months from the last day of lessons.

## **7. TIME SHEETS**

The hours of a Member's work assignment must be recorded on our standard Time-sheets which are located in the member's profile area on the system. Clients are required to certify that the hours are correct at the end of each lesson and on the basis of certified hours, we will pay the Member and the Client shall be invoiced at the pre-advised rate. The Client verifies all time-sheets signed by the student receiving the lessons are liable to be charged for regardless of if the student is a minor or not. Only certified Time-sheets will be paid.

## **8. CANCELLATION**

eCareFinder has the right to cancel this agreement at any time with written notice. No amounts will be payable upon termination. If a Member fails to perform his/her duties and fails to arrive at pre-arranged place and time without 24-hour notice this agreement will be automatically cancelled. Any behaviour or other actions deemed inappropriate will form grounds for cancellation of this agreement.

## **9. INDEMNITY**

The Member hereby indemnify eCareFinder for any actions committed by the Member during the performance of any duties in terms of this contract.

## **10. GENERAL**

This Contract shall be the entire agreement between the parties and no variation, alteration and/or addition will be of any force or effect unless placed in writing and signed by both parties. No indulgence, leniency or extension of time which the parties may grant each other, in the event of claims and/or disputes shall in any way whatsoever prejudice either of them, preclude either of them from exercising their rights or constitute a waiver or limitation of any of their respective rights. Both parties acknowledge that by signing this Contract, they have received a copy of this Contract and, they have read and understood the contents thereof. Both parties undertake to hold themselves bound by this Contract and agree to observe the provisions contained therein.

## **11. GUARANTEE BY Member**

The Member confirms that all documentation, information and credentials presented to eCareFinder in support of his application for the provision of these services are authentic and it is agreed that in the event of any of the above subsequently proving to be false, this will be grounds for summary termination of the Member's services.

## **12. CONFIDENTIALITY OF COMPANY INFORMATION**

For the duration of this contract and thereafter the Member may not at any time divulge to any person any trade or Company secret or any other confidential information concerning the Company's business or affairs without obtaining prior written permission from management of eCareFinder.

### **13. RULES AND REGULATIONS**

The Member will observe and obey all the rules, regulations and procedures which have been or may be drawn up by eCareFinder. eCareFinder will endeavour to ensure that the Member is made familiar with such rules, regulations and procedures. eCareFinder reserves the right to change or add any of such rules, regulations and procedures at any time at his discretion, subject to reasonable notice to the Member. The Member confirms that he/she is aware that a copy of eCareFinder Code of conduct is available upon request and is familiar with this policy.