



Nannies of Noosa

TERMS OF SERVICE

NANNIES ENTERPRISES PTY LTD t/as NANNIES OF NOOSA & STH EAST QLD [ABN 95 610 573 316] (known as we/us moving forward) are a casual nanny booking service. We connect you with Nannies listed on our Team. Nannies must have a current Working With Children Check (Blue Card) and First Aid Certification. We conduct thorough interviews, background checks, and a screening process before allowing any Nanny to join our Team. It is a condition of using our service that you must not under any circumstances contact any of our registered Nannies directly or provide a Nannies information to a third party.

BOOKINGS

In order to book a Nannie, you need to book through our website. The Booking Fee must be paid at the time of booking to secure your booking. When making a booking, you warrant that you are the legal parent or guardian of the child(ren) and have the authority to book the Nannie Session. You further warrant that the information provided when booking is true and correct. We may at our sole discretion accept or decline any booking.

You may book a Nannie for any length of time, however, there is a minimum booking requirement of 3 (three) hours that is payable. You must notify us of any medical illnesses and food allergies at the time of booking.

NO GUARANTEES FOR VARIATIONS TO BOOKINGS

Whilst we will make all reasonable efforts to supply the Nannie you require, we cannot guarantee the services of a particular Nannie, or a Nannie at all until a booking is confirmed. It is agreed and understood that Nannies are supplied based on the number of children booked for the Session, in the event that the number of children exceed the number booked, then by law there may be a need to acquire additional Nannies incurring additional charges.

SICKNESS AND COVID-19

You must notify us if your child, or any children are sick, even at late notice. You acknowledge and agree that COVID-19 is extremely contagious and is believed to spread from person to person contact and the Session will involve close personal contact. You further acknowledge and agree that you or your child may be exposed to or infected by COVID-19 during the Session and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

You confirm that your participation (and that of your minor child) in the Session is voluntary and that you (and your child) knowingly assume all risks of COVID-19 above.

EMERGENCIES

In case of any medical emergency, you authorise the Nannies caring for the child to administer any medical emergency treatment. This treatment shall be provided under the supervision and advice of any emergency medical personnel or physician if you cannot be contacted. Any expenses incurred during this treatment must be paid or reimbursed by you.

AGENCY/BOOKING FEES

To secure a booking you must first pay the Booking Fees as follows:

Normal Date: \$30.00AUD
Public Holiday: \$40.00AUD*
New Year's Eve: \$50.00AUD**
Christmas Day: \$50.00AUD**

When placing a booking, the Booking Fee will automatically be charged at \$30 per day booked. If a booked date falls on a *Public Holiday, **New Year's Eve or **Christmas Day, then the additional amount will be charged to your credit card used to place the booking.

NANNIES FEE

Then, at the end of a Session you must pay the Nannie their Fee directly cash or via direct deposit, and within 24 hours. The Fee must be calculated at the Rates that are currently advertised on our website or that were quoted in your email confirmation. Each Nannie is their own contractor and not an employee. Where you have returned later than the Session end time, you must pay for any additional time in addition to the Fee. This is to be calculated on a pro-rata basis of the hourly Rates, in 30-minute increments. Where you have required the care of additional children, this must also be paid for. You must also reimburse the Nannie for any reasonable parking fees.

Any unpaid fees will be automatically deducted from your credit card with an additional Administrative Fee charged.

AUTHORITY

By placing the booking, you authorise us to debit your nominated credit card for any agreed and/or additional costs incurred pursuant to this Agreement. Such additions may arise from variations in the Booking, a failure to pay the correct Fee or for additional time or additional children to the Nannie directly, parking and other fees and/or cancellations. All credit card transactions shall incur a fee of 1.75% plus thirty (30) cents. In the event that the credit card is declined then we will contact you directly to obtain alternative credit card and/or payment arrangements.

CANCELLATIONS

If you cancel with less than two (2) hours' notice prior to the beginning of the Nannie Session, the Minimum Session Fee will be charged. In the event that a child has become unwell, this will not be charged.

PHOTOS

Our Babysitters take photos of your children and will send them to you. They are instructed to delete all photos immediately after sending, and no photos are posted on any social media sites, without your prior express permission.

COMPLAINTS AND DISPUTES

In the event that you have any complaints please raise them directly with the relevant Nannie. All our Nannies are independent contractors, and whilst we use our reasonable endeavours to ensure they are of good character we do not make any warranties as to the Nannie or the Nannies character.

If a dispute arises, you acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

COLLECTION OF PERSONAL INFORMATION

We will collect personal information in the process of conducting business. We will collect only that information about you that is necessary for the conduct of our business and our relationship with your organisation. Personal information may be obtained directly from you.

LIABILITY

You agree and acknowledge that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from the booking or the nannying services. This includes, but is not limited to any loss, personal injury, death, negligence, loss of salary, property damage, loss of enjoyment, or reliance on our services.

In any case, our liability to you will not exceed the amount actually paid by you to us for the most recent Session.

You acknowledge, agree and undertake that you shall be the legally responsible party for any conduct by you in respect of any legal proceedings and you agree and undertake to indemnify us and keep us at all times fully indemnified from and against any Claims whatsoever arising directly or indirectly as a result of any breach by you of this Agreement, any conduct by you in using our services, any third-party claims. Although the agency may provide input and assistance in the selection process, the engagement of a Nannie by a client is ultimately the client's sole responsibility.

LAW AND OTHER MATTERS

This agreement completely states the agreement of the parties as to its subject matter. It supersedes, and its terms govern all previous communications, representations, inducements, undertakings, agreements and arrangements between the parties in respect of its subject matter. This Agreement may not be modified or amended except in writing signed by both parties. If any services have been provided by us before the date of signing of this Agreement, the parties agree that this Agreement applies retrospectively. The failure by us to exercise any right or enforce any provision in these Terms does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. This Agreement must not be transferred or assigned without the prior written consent of the other party. This Agreement is governed by the laws from time to time in force in the state of QLD Australia. Both parties agree to unconditionally submit to the non-exclusive jurisdiction of the courts of QLD for determining any dispute concerning this Agreement.

YOUR ACCEPTANCE OF THIS POLICY

By using this site and providing us with your information you agree to NANNIES ENTERPRISES PTY LTD Privacy Policy as set forth in this document. If you do not agree to this Policy please do not use our site. You can email us with any further questions you may have at info@nanniesofnoosa.com

DEFINITIONS

- “Nannie” the Childminders listed on our agency register and who are booked by you.
- “Nannie Rates” are the babysitting rates as advertised on our website.
- “Booking Fee” the booking fee as advertised on our website.
- “Fee” the fee paid directly to the Nannies in respect of the Nannie Session and calculated at the Rates.
- “Location” the location you notify us for the booking.
- “Minimum Session Fee”
the minimum fee that is payable to the Nannie and is the relevant Rate x 3 hours.
- “Rates” the babysitting rates as advertised on our website.
- “Session” the babysitting session on the dates and times and for the number of children at the location that you make a booking for.
- “We/Us” NANNIES ENTERPRISES PTY LTD t/as NANNIES OF NOOSA & STH EAST QLD
[ABN 95 610 573 316] and includes all our directors, officers, employees’ independent contractors, agents’ consultants and other representatives.