



Terms of Service

Nannies Enterprises Pty Ltd t/as Nannies of Noosa & Sth East Qld and Heaven Sent Help · ABN 95 610 573 316

These Terms of Service explain how our casual nanny booking service works, what you agree to when you make a booking, and how fees, cancellations, safety matters, disputes and personal information are handled.

1. About our service

We operate a casual nanny booking service. We connect families with nannies listed on our team. Each nanny must hold a current Working with Children Check, known in Queensland as a Blue Card, and current first aid certification. Before a nanny joins our team, we conduct interviews, background checks and screening.

You must not contact any registered nanny directly, attempt to book them outside our service, or provide a nanny's details to any third party.

2. Bookings

Bookings must be made through our website. A booking is not secured until the applicable Booking Fee has been paid. By making a booking, you confirm that you are the child's legal parent or guardian, or that you otherwise have authority to book the session, and that all information you provide is true, complete and accurate.

We may accept or decline any booking at our discretion. Sessions may be booked for any length of time, but a minimum three-hour booking applies and is payable. You must tell us about any illness, medical condition, medication requirement, allergy or other relevant care information at the time of booking.

3. Changes to bookings and nanny availability

We will make reasonable efforts to provide the nanny requested, but we cannot guarantee the availability of a particular nanny, or any nanny, until the booking is confirmed. Nannies are allocated based on the number of children listed in the booking. If additional children require care, additional nannies may be required and additional charges may apply.

4. Sickness, COVID-19 and health risks

You must notify us as soon as possible if your child, or any child who will be present during the session, is unwell. You acknowledge that infectious illnesses, including COVID-19, may spread through close personal contact. By proceeding with a session, you accept the risk that you or your child may be exposed to illness during the session.

5. Emergencies

In a medical emergency, you authorise the nanny caring for your child to arrange or administer emergency treatment where reasonably necessary, including under the supervision or advice of emergency medical personnel or a medical practitioner if you cannot be contacted. You are responsible for paying or reimbursing any costs incurred for emergency treatment.

6. Booking fees

The following Booking Fees apply to secure a booking:

Booking type	Booking Fee
Standard date	\$34.50 AUD
Public holiday	\$46.50 AUD
New Year's Eve	\$57.50 AUD
Christmas Day	\$57.50 AUD

When you place a booking, the standard Booking Fee of \$34.50 per booked day will be charged automatically. If a booked date falls on a public holiday, New Year's Eve or Christmas Day, we may charge the additional amount to the credit card used for the booking.

7. Nanny fees and payment

At the end of each session, you must pay the nanny's fee directly to the nanny by cash or direct deposit within 24 hours. The fee is calculated using the rates advertised on our website or quoted in your booking confirmation. Each nanny is an independent contractor and is not our employee. If you return after the scheduled end time, you must pay for the additional time in 30-minute increments, calculated pro rata using the applicable hourly rate. You must also pay for any additional children requiring care and reimburse the nanny for reasonable parking fees. If fees remain unpaid, we may charge your nominated credit card and apply an administrative fee.

8. Payment authority

By placing a booking, you authorise us to debit your nominated credit card for agreed charges and additional costs that arise under these Terms. This may include booking variations, unpaid nanny fees, additional time, additional children, parking or other reasonable expenses, administrative fees and cancellation charges. Credit card transactions incur a fee of 1.75% plus \$0.30. If a payment is declined, we will contact you to arrange an alternative payment method.

9. Cancellations

If you cancel less than two hours before the scheduled start of the session, the Minimum Session Fee will be charged. This charge will not apply if the cancellation is because a child has become unwell.

10. Photos

Our babysitters may take photos of your children and send them to you. They are instructed to delete photos immediately after sending them. Photos will not be posted on social media without your prior express permission.

11. Complaints and disputes

If you have a complaint, please raise it directly with the relevant nanny where appropriate and notify us as soon as possible. Our nannies are independent contractors. Although we use reasonable efforts to screen them and assess their suitability, we do not provide warranties about any nanny or their character.

If a dispute arises, both parties agree to keep communications and discussions confidential and not publish them, including on social media. If a dispute cannot be resolved directly, both parties agree to use an independent professional arbitrator or dispute resolution specialist. Each party will pay its own costs unless otherwise agreed or determined.

12. Personal information

We collect personal information as needed to operate our business, manage bookings, communicate with you, and provide our services. We only collect information that is reasonably necessary for these purposes, and personal information may be collected directly from you.

13. Liability and indemnity

To the maximum extent permitted by law, we are not liable for direct, indirect, consequential or incidental loss or damage arising from a booking or nannying services. This includes 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 you paid to us for the most recent session.

You agree to indemnify us against claims arising directly or indirectly from your breach of these Terms, your use of our services, your conduct, or third-party claims connected with your booking. Although we may provide input and assistance during the selection process, the engagement of a nanny is ultimately your responsibility.

14. General legal terms

These Terms are the complete agreement between the parties about their subject matter and replace all previous communications, representations, inducements, undertakings, agreements and arrangements about that subject matter. These Terms may only be changed in writing signed by both parties. If services were provided before the date these Terms were accepted, the parties agree that these Terms apply retrospectively to those services.

If we do not exercise a right or enforce a provision, that does not waive our right to do so later. If any provision is unenforceable, it will be severed to the extent permitted by law and the remaining provisions will continue to apply. These Terms must not be transferred or assigned without prior written consent. These Terms are governed by the laws of Queensland, Australia, and both parties submit to the non-exclusive jurisdiction of the courts of Queensland.

15. Acceptance

By using our website, making a booking or providing us with your information, you agree to these Terms and to the Nannies Enterprises Pty Ltd Privacy Policy. If you do not agree, please do not use our website or services. For questions, contact us at info@nanniesofnoosa.com.

16. Definitions

Term	Meaning
Nanny	A childminder listed on our agency register and booked by you.
Nanny Rates	The babysitting rates advertised on our website.
Booking Fee	The booking fee advertised on our website or stated in these Terms.
Fee	The amount paid directly to the nanny for a session, calculated using the applicable rates.
Location	The location you provide for the booking.
Minimum Session Fee	The minimum fee payable to the nanny, calculated as the relevant rate multiplied by three hours.
Rates	The babysitting rates advertised on our website.
Session	The babysitting session booked by you, including the agreed dates, times, number of children and location.
We, us or our	Nannies Enterprises Pty Ltd t/as Nannies of Noosa & Sth East Qld and Heaven Sent Help, ABN 95 610 573 316, including our directors, officers, employees, independent contractors, agents, consultants and representatives.