



The Nanny Diary

ABN - 29664484519

TERMS AND CONDITIONS – CLIENT

On application and approval for said booking with *The Nanny Diary*, client will be required to accept terms and conditions before said booking is fulfilled. Terms & conditions can be located online on the home page, in the 'For Families' section and will also be attached to the booking form.

Section 1 – CONTRACT

- 1.1 The below Terms & Conditions are a legal binding agreement between you as the client and *The Nanny Diary* as the agency.
- 1.2 Completion of the booking form indicates acceptance as the client of the agency's Terms & Conditions.
- 1.3 The word client refers to any person who utilizes the service provided by *The Nanny Diary*, whether on a permanent or casual basis.
- 1.4 The Terms & Conditions are the terms of which *The Nanny Diary* offers the client access to the services and use of *The Nanny Diary* website and agency.
- 1.5 By registering with *The Nanny Diary*, the client agrees to abide by the indicated Terms & Conditions.
- 1.6 If the said client doesn't abide by the indicated Terms & Conditions, they must refrain from using the website and services provided.
- 1.7 False information, incomplete or illegal information is strictly prohibited and may be punishable by law.
- 1.8 Any unlawful or illegal use will not be tolerated and reported to appropriate authorities and/or punishable by law.

Section 2 – CLIENT

- 2.1 Any correspondence or communication that occurs either verbally, written or via email is strictly confidential and both the client and the agency agrees not to disclose to any third parties.
- 2.2 All bookings must be made directly between the client and *The Nanny Diary*

2.3 No bookings are to be made directly with the babysitter/nanny and if this should occur, the proposed nanny is legally obliged to inform the agency and any relevant fees will be charged to the client

2.4 The client agrees that there is a 3 hour minimum duration imposed on all casual bookings

2.5 The client agrees to pay the amount applicable within one week of receiving their invoice. Payment is not to be made directly to the babysitter/nanny.

2.6 Should *The Nanny Diary* not receive payment from the client within 5 business days, appropriate action will be taken with authorities.

2.7 If *The Nanny Diary* receives sufficient negative feedback or feedback concerning nature regarding the client, the agency will refrain from referring a specific nanny or services all together, and take appropriate disciplinary actions for any ongoing behaviour/and or issues.

2.8 The client agrees to pay any petrol or parking costs that the babysitter/nanny shall incur.

2.9 Once the client accepts a casual booking with *The Nanny Diary*, they understand that a booking fee will apply and will be attached to their payment invoice.

2.10 *The Nanny Diary* and the client are in agreement that the agency will be responsible for all tax payments and superannuation fees for permanent positions and that this additional cost is incorporated into the hourly fee as charged by the agency.

Section 3 – FEES

3.1 All fees are payable in Australian dollars

3.2 All booking fees are non-refundable if said booking is cancelled

3.3 All booking fees will be attached to client invoice and is to be paid within 5 business days of receiving.

3.4 *The Nanny Diary* reserves the right to withhold further services if the agency fees have not been received via internet banking within 5 business days

3.5 The client accepts that the hourly rate for any nanny placed permanently is higher to accommodate tax and superannuation fees.

3.6 The client invoice will be emailed directly on the following Monday, with payment due in the next 5 business days

3.7 Any overdue accounts will incur an additional 10% interest fee for every day after the invoice is not paid.

3.8 Casual bookings do not require a definitive end time and there will be no additional costs incurred should the said booking be extended. The indicated hourly rate will apply for the whole duration of the booking.

3.9 Client agrees to inform the agency if a permanent booking is ceased earlier than indicated, or the booking is to be extended. Additional fees will not be incurred, however a discussion with the agency and nanny will need to be held to determine nanny's availability.

3.10 *The Nanny Diary* reserves the right to increase our agency fees at any given time.

Section 4 – CANCELLATION POLICY

4.1 If cancellation of services is made with 3 hours of start time, the minimum fee for 3 hours of work plus booking fee will be charged to the client and forwarded on to the babysitter.

4.2 *The Nanny Diary* cannot be held responsible for any cancellations or no-shows of a babysitter/nanny, however will endeavour to replace the intended babysitter/nanny as quickly as possible,

4.3 For each day that an invoice is overdue, the client will incur an additional 10% interest on top of the invoice amount

4.4 *The Nanny Diary* reserves the rights to cancel immediately any babysitting or nanny services if the babysitter or nanny has been mistreated, working in an unsafe environment or is harmed in any way.

Section 5 – REFUNDS

5.1 Whilst *The Nanny Diary* endeavours to fulfill all bookings, there is no guarantee that we will be successful.

5.2 In the unfortunate incidence that this cannot be satisfied, a full refund of any charges made by the agency will occur.

5.3 This complete refund also applies if the booked babysitter cancels or doesn't arrive and a replacement babysitter cannot be located.

5.4 Despite the high standards *The Nanny Diary* abides by when employing its babysitters, we cannot guarantee complete reliability, honesty and character of the candidate. If there are any issues or concerns, please contact us immediately.

5.5 No refunds will be given if the placement has been completed and the client is simply unhappy with their designated nanny/babysitter. We will refrain from booking this nanny for you (the client) in the future and arrange another suitable candidate.

5.6 *The Nanny Diary* will conduct 3 monthly reviews for permanent positions to ensure appropriate communication occurs between the nanny and client and reduce the rates of dissatisfaction with agency and its services.

Section 6 – LIABILITY

6.1 Use of *The Nanny Diary* indicates the client expressly authorizes the agency to collect and publish information about them as detailed in these terms and conditions and the client expressly waive any rights, whether in statute or at common law, to bring any legal action against *The Nanny Diary* as a result of *The Nanny Diary's* publication of such information, whether the client considers that information to be fair and accurate or not.

6.2 *The Nanny Diary* cannot be held responsible for the actions of its employees as it is considered an agent and its babysitters/nannies act independently of the business.

6.3 Therefore the agency accepts no liability or responsibility for any injury, loss, accident, damage or misconduct sustained by nanny or babysitter, clients or any other persons.

6.4 The client agrees to exclude *The Nanny Diary* should any mishap occur and all legal matters are dealt with independently of the agency

6.5 Although *The Nanny Diary* thoroughly checks the background of all employees through police checks, interviews and references, we cannot guarantee that all the information is correct.

6.6 All babysitters and nannies will have up to date first aid certificates, police checks and working with children certificates to reduce risk of mishaps.

6.7 The client is responsible for ensuring that their home contents insurance includes cover for Employers and Public Liability insurance for domestic workers, including childcare.

6.8 *The Nanny Diary* website contains links to third party websites. Any access of these websites is at the client's own risk and the agency accepts no responsibility for the accuracy or reliability of any information, opinions, or statements made in any third party advertisements or on any third party sites.

6.9 Any outside users from other countries can access this website – *The Nanny Diary* makes no representation, the client expressly waives any rights whether in statute or at common law, to bring any legal action against *The Nanny Diary* as a result of *The Nanny Diary's* publication of content within this website. The clients are responsible for ensuring compliance with all laws where they are located.

Section 7 – CONFIDENTIALITY

7.1 All communication between agency and clients will remain confidential

7.2 *The Nanny Diary* requires the clients to provide accurate details of their addresses, contact details and full name

7.3 *The Nanny Diary* will remove all client details and information at the request of the client

7.4 The client understands that the intended babysitter is able to tell a family member or friend where she/he will be, expected return time and address of the client as a matter of safety.

7.5 All payments are to be made by online transfer and client's bank details are to remain confidential with the agency

Section 8 – PRIVACY

8.1 *The Nanny Diary* does not sell or rent the client's personal information or identification to third parties

8.2 *The Nanny Diary* does not employ other companies and individuals to develop, maintain and improve the website. All information submitted via the website remains property of agency.

Section 9 – WARRANTIES

9.1 No warranty is given for sustainability, honesty, capability or character of any nanny or babysitter.

9.2 We make no warranties or representations as to the quality, accuracy or completeness of the content on the site or the information otherwise provided by any member.

9.3 While *The Nanny Diary* uses reasonable endeavours to ensure that the site is available 24 hours a day, the agency does not make any

representations or warranties that your access will be uninterrupted or error free.

9.4 Access to the site may be suspended temporarily without notice in the case of system failure, webhosting errors, maintenance or repair or any reason beyond our control.

Section 10 – DISPUTES

10.1 *The Nanny Diary* prefers to resolve any conflict via mediation. Firstly contact the manager with information provided in writing.

10.2 If the conflict fails to be resolved in writing, the agency protocol is to seek resolution verbally with the client.

10.3 If the issue is unable to be resolved via written and verbal manner, further action shall be considered.

Section 11 – COPYRIGHT AND TRADEMARKS

11.1 All content on *The Nanny Diary* website – texts, graphics, images, HTML codes and other material (collectively the ‘material’) are protected by Australian and international copyright laws and remain the exclusive property of *The Nanny Diary*.

Section 12 – GOVERNING LAW

12.1 The Terms & Conditions shall be governed in accordance with the laws of the state of South Australia and users hereby submit to the non-exclusive jurisdiction of the courts of that state.

12.2 *The Nanny Diary* website, IP, copyright, contracts and Terms & Conditions are owned and registered by *The Nanny Diary*.

The Nanny Diary reserves the right to change our Terms & Conditions at any stage.