

CLIENT

TERMS AND CONDITIONS



Background

Select Sitters as the Agency is a nanny and babysitter referral service.

The Agreement

Definitions

In this Agreement the following words/phrases have the meanings as described

Agency means Select Sitters as managed by Natalie Stitt and designated agents, as and when appropriate.

Client is the person(s) using the services of the Agency.

Sitter (babysitter) / nanny is the carer introduced to the Client for the express purpose of caring for their child(ren).

The Parties agree as follows:

1. The Agency is not an employer of any of the registered babysitters/nannies. The Agency is a referral service only. It is at the client's discretion to accept a referred sitter or nanny. Therefore the agency accepts no responsibility or liability for loss, damage, misconduct, accident or injury sustained by the client, babysitter/nanny or any other person. The client agrees to exclude the agency in the event of any mishap.
2. The Agency shall use all reasonable endeavours to verify references and documentation provided by nannies and babysitters. The Agency however, is unable to provide any warranty or make any representation of any kind as to the character, age, history, competence or suitability of the sitter/nanny. The Client undertakes to keep the Agency and its delegates fully and effectively indemnified against all costs, claims and damages expenses and liabilities whatsoever arising from the sitters/nannies act, omission, default or negligence.

Fees

3. The agency may change the fee without notice, all bookings made prior to any change will remain as quoted at the time of the booking.
4. Regular Babysitter (evenings only) – The agency offers a referral service whereby they introduce babysitters to clients for evening babysitting work. For this service the agency charges a one-off fee of \$300 (\$100 of which is paid upfront as a non-refundable deposit). Once the client has decided to engage a particular babysitter, and the fee has been paid, the client is then free to contact and engage that babysitter privately. The agency is not responsible for the duration of the babysitter's availability beyond the initial introduction.
5. Nanny Referral fees:
 - 1 day per week \$400
 - 2 days per week \$550
 - 3 days per week \$700
 - 4 days per week \$950
 - 5 days per week \$1100Before and/or after school care:
 - 1-2 days per week \$400
 - 3-5 days per week \$600

In all instances a non-refundable deposit of \$100 is required upfront.

Should the client deem their nanny unsuitable for any reason during the first three months of service, or should the nanny give notice within that time, Select Sitters will make every effort to find a suitable replacement at no extra charge. If, in the unlikely event that this is not possible, the agency will refund 50% of all fees paid.

Client's arrangements with nanny/babysitter

6. The Client is responsible for establishing the terms and conditions and/or employment contract with the babysitter/nanny directly.
7. The Client and the nanny/sitter are both at all times responsible for ensuring that any tax and national insurance obligations are met.
8. You, the client, employ the carer directly. As their employer you are responsible for:
 - (a) Registering for taxation purposes and remitting taxation deductions on a regular basis to the Australian Taxation Office.
 - (b) Paying Workers Compensation (Domestic worker) insurance as well as any other insurance applicable to having an employee in your home.
 - (c) Payment of superannuation for your carer as applicable.
9. Select Sitters is a referral agency only and as such is not responsible for any payment of taxation, insurance, superannuation or any other responsibility for the carer. These are the responsibility of the you, the client, and/or carer depending on how your relationship is structured.

Health & Safety

10. The Client and Sitter must carry out any appropriate risk assessment prior to any nanny or sitting assignment commencing. The Client must be sure of their home insurance cover in relation to the use of a nanny/babysitter's services. The Agency is not responsible for the health and safety within the Client's home, hotel or holiday accommodation nor for providing insurance for either the Client or Sitter.
11. It is the Client responsibility to provide a safe work environment for the sitter/nanny and a safe environment in which the children are to be cared for.

Conditions

12. It is agreed that no private approaches to Sitters will be made by any related entity of the client (family and friends) for casual bookings. A claim for loss of profit and opportunity may be made against the client and the Sitter in respect to a breach of this agreement.
13. The Client is responsible for the instruction and direction of the Sitter for the duration of the sitting assignment. The Client is responsible for ensuring the Sitter/nanny clearly understands the needs of the Client's children and the Client's expectations of their performance of duties.
14. The Agency has no responsibility for a nanny/sitter's acts or omissions at any time while under the direction of the Client or at any other time.
15. The Agency is not responsible for any loss suffered as a result of the Sitter's failure to keep the appointment.
16. The Agency is not responsible for any insurance cover over nannies or babysitters.
17. The agency offers a Babysitter/Nanny referral/introduction service only: Upon engagement of the nanny/babysitter the client is electing to bypass the agency and is entering into a private arrangement with the babysitter/nanny. By making payment client acknowledges that they have interviewed and screened their chosen sitter/nanny and that all documentation and clearances meet with their satisfaction. The client agrees that any future screening checks are the responsibility of the client themselves.
18. Work must not commence with any babysitter or nanny until payment has been made in full.

By placing a booking with the Agency, the client acknowledges they have read, understand and agree to the Terms and Conditions provided by Select Sitters and that they are in a position of such responsible to agree to the conditions.

Privacy Policy

At the Agency we value your privacy and also the security of your data. Information you give to us when registering will be used only for the provision of nanny/babysitting assignments. The Agency will not share any of your information with any other company or business for marketing or any other purpose at any time, unless required to do so by law.

The law in force in the States of New South Wales and Western Australia are the governing laws of this agreement.

