



# Daisycare Nanny Agency

Abn: 16520807767



E: [office@daisycarenannyagency.com](mailto:office@daisycarenannyagency.com)

Permanant and Casual In-Home Child Care

P: 0412 138 755

W: [www.daisycarenannyagency.com](http://www.daisycarenannyagency.com)

## Terms and Conditions

The below terms and conditions are a legal binding agreement between you as the Employer and Daisycare Nanny Agency™™ ABN 16520807767 of 5 Princes Street Callala Beach in the State of New South Wales (hereinafter referred to as ("Daisycare")). Completion of the Booking Online Form or an Registration Form is instant acceptance of the agency Terms and Conditions.

### 1. DEFINITONS:

'Employer' refers to the person(s) or company that engages the agency to seek a suitable carer for an agreed registration fee.'

'Contractor' refers to the individual who is registered with Daisycare for the purpose of seeking employment with an Employer.

'Daisycare' refers to the person(s), company or agency that refers 'the Contractor' to 'the Employer' for the purpose of care for children.

"Assignment Summery" means the services to be provided by the Contractor and Assignment Summery and Evaluation to be complete for each serviced rendered in a temporary or casual basis.

'Temporary' refers to hours worked by the 'Contractor' for 'Employer' on a casual basis and infrequent basis such as babysitting and casual/emergency care.

'Permanent' refers to hours worked for 'Employer' on a permanent basis part-time and full-time 1-7 days a week.

### 2. EMPLOYER'S ACKNOWLEDGEMENTS

2.1 The Employer acknowledges and agrees to the following:

- (i) Daisycare is the provider In-Home Nanny and Babysitting Services
- (ii) The parties agree that Daisycare will engage the services of contractor for services required by the Employer on the terms and conditions of this deed.
- (iii) The parties agrees that Daisycare will provide suitable candidates for Permanent Placements for the Employer to consider and engage on a permanent basis.

2.2 The Employer acknowledges and agrees to the following:

- (i) The terms of this Deed are not negotiable and submission of the completed **Employer Registration Form** will be a deemed acceptance of the terms of this Deed, notwithstanding whether this Deed is signed.
- (ii) The client is responsible to provide a safe, stable environment for the carer to provide services in.

2.3 Employer agrees to complete and answer all questions contained in the Registration Form and the Online Booking Form with true and accurate information.

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- 2.4 Employer acknowledges that Daisycare is authorised to release personal information to potential Applicants for the purposes set out in this Deed, and in a manner that Daisycare considers fit and in its absolute discretion.
- 2.5 Employer and Daisycare acknowledge and agree that Daisycare is a Nanny Agency engaged to:
- (i) obtain information from the Employer with a view to matching the Employer's requirements with the Contractor's availability and qualifications;
  - (ii) Introduce the Employer to the Contractor.
- 2.6 Employer and Daisycare agree to conduct their relationship in accordance with the terms of this Deed.

### **3. DAISYCARE SERVICES**

The Employer acknowledges and agrees that the services provided by Daisycare are limited to the following:

- 3.1 The Services are as described in the Registration Form and the Booking Online Form.
- 3.2 Any variation to the Services must be agreed by the Employer in writing.
- 3.3 The Services shall commence on the date specified on the Registration Form and the Booking Online Form
- 3.4 Dates given for the commencement of the Services are estimates only and not guaranteed. Time for commencement shall not be of the essence of the Agreement and the Employer shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay.
- 3.5 To seek and introduce the Employer to a suitable Contractor for permanent and temporary positions required by the Employer based on evaluations of availability and suitability, against criteria specified by the Employer in the Employer Registration Form.

### **4. REQUIREMENTS OF EMPLOYER**

- 4.1 The Employer must notify Daisycare in writing within five (5) business days:
- (i) Of an offer of employment with an Permanent Contractor and the terms of the employment;
  - (ii) If a Contractor for a Temporary position remains with the Employer following the period originally agreed with Daisycare.
  - (iii) If the Employer re-engages any Contractor within twelve (12) months from the date of termination.
  - (iv) Of any other circumstance/s in which it is reasonable to consider would be in Daisycare best interests.

### **5. GENERAL**

- 5.1 The Employer acknowledges that:
- (i) Daisycare acts only as an introduction and booking service and does not employ staff.
  - (ii) 'Temporary' Applicants are engaged as a Contractor and an Individual Contract is drawn up between the two parties.
  - (iii) 'Permanent' Applicants remain the employees of the Employer therefore all tax, superannuation and other deductions remain the responsibility of the Employer.
  - (iv) Parties may vary the contract during the life of the contract providing that any alteration is mutually agreed and witnessed in writing.

## 6. PAYMENT

- 6.1 In the case of permanent positions the Employer acknowledges and agrees to the following;
- (i) The Employer agrees to pay the appropriate fee as described in the Registration Form on the placement of a requested Candidate.
  - (ii) For Permanent Placements once the registration form has been received by Daisycare and the details of the position discussed with the Employer, there is an immediate \$50 Registration Fee payable by credit card/direct deposit. This deposit is non refundable
  - (iii) The Employer will be invoiced the Placement Fee with upon the engagement between the Employer and Permanent Candidate and must pay Daisycare in full within seven (7) days of the date of invoice.
  - (iv) Accounts that are not settled in full within seven (7) days of the invoice will be subjected to a 10% surcharge for every month that the account remains outstanding.
  - (v) As a result of any type of Permanent engagement (and in addition to each individual Contractor's hourly rate of pay) the Employer agrees to pay a Placement Fee of \$100- \$300 less the Registration fee.
- 6.2 In the case of Temporary Assignments the Employer acknowledges and agrees to the following;
- (i) The total Booking Fee is payable by credit card/direct deposit or via Daisycare's Website within seven (7) days of the invoice or before the booking takes place, whichever comes first.
  - (iii) Accounts not settled in full prior to the commencement date of the booking will result in the booking being canceled, except in the case of hotel, emergency and last minute bookings.
  - (iv) Should the Employer have a history of cancellations, Daisycare reserves the right to request the booking fee be paid in full before commencing a search for a nanny/babysitter.
  - (v) For Temporary Assignments the Employer is required to pay for services in cash at the end of each assignment
- 6.2 In the case of Temporary Assignments the Employer acknowledges and agrees to the following;
- (i) Casual booking fees are **non refundable**
  - (ii) Accounts not settled in full prior to the commencement date of the booking will result in the booking being cancelled, except in the case of hotel, emergency and last minute bookings.
  - (iii) Should the Employer have a history of cancellations, Daisycare reserves the right to request the booking fee be paid in full before commencing a search for a nanny/babysitter.
  - (iv) For Temporary Assignments the Employer is required to pay the Booking Fee and a minimum of four (3) hours service 48 hours before commencement of service
- 6.3 If a Contractor for a temporary position remains with the Employer following the period originally agreed on with Daisycare, the Employer must notify Daisycare of this extended arrangement and pay the additional full fee for a permanent introduction as shown on the **Pricing**. The Contractor' becomes and employee of the Employer and is responsible for Employer Obligations.
- 6.4 If the Employer re-engages the Contractor within twelve (12) months from the date of termination, the full Placement Fee as shown on the **Schedule of Fees** becomes payable by the Employer.

## **7. CANCELLATIONS**

- 7.1 In the case of permanent positions, should the employment of the Contractor by the Employer terminate within 4 weeks of commencement, Daisycare will endeavour to find a replacement at no additional cost providing that the Employer has;
- (i) Notified Daisycare within five (5) days of the termination of employment
  - (ii) Has paid Daisycare in full within seven (7) days of the invoice.
- 7.2 If no suitable replacement can be found within three (3) weeks Daisycare will refund 50% of the original fee as invoiced (minus the \$50 registration fee), with a full refund being provided (minus the \$50 registration fee) if the Contractor failed to take up their duties.
- 7.3 Should the Employer cancel a casual booking twelve (12) hours or less than twelve (12) hours from the booking time, the Employer may be liable to pay a minimum of four (4) hours (times the Contractor hourly rate) to the Contractor, directly to Daisycare.
- 7.4 In the event the Employer cancel a casual booking forty eight (48) hours or more than forty eight (48) hours in advance, Daisycare will apply a credit for the Employer's next booking.
- 7.5 Should the Employer cancel a casual booking less than forty eight (48) hours from the time the booking was scheduled to commence, the booking fee shall be forfeited.

## **9. TERMINATION BY EMPLOYER**

- 9.1 In the event that Daisycare breaches the terms of this Deed, the Employer must serve written notice on Daisycare and must allow Daisycare seven (7) business days to remedy the Default.
- 9.2 In the event that Daisycare fail to remedy the default, by notice of writing, the Employer may terminate this Deed.

## **10. TERMINATION BY DAISYCARE**

- 10.1 In the event that the Employer breaches the terms of this Deed, Daisycare is entitled to immediately terminate this Deed by written notice to the Employer addressed to the address provided by the Employer on the Employer Registration Form.

## **11. TERMINATION BY CONTRACTOR**

- 11.1 In the event that the contractor terminates their agreement with the Employer the employer must remedy the situation according to their individual contract they have with the contractor.  
Daisycare will provide assistance to this matter if required however is limited to their role.

## **12. DISCLAIMER**

- 12.1 Notwithstanding the terms of this Deed, the Employer acknowledges and agrees that Daisycare is not liable to the Employer in any way whatsoever for any loss, damage or liability suffered as a result of or as a consequence of the terms of this Deed.

### 13. CONFIDENTIALITY

- 13.1 The parties acknowledge and agree that:
- (i) Terms of this Deed; and
  - (ii) Employer's details are confidential and are not to be disclosed except with the prior written consent of the Employer/s.
- 13.2 All information and introductions supplied by Daisycare are confidential and refer to Daisycare's Procedures and Privacy Policy for Further Information.
- 13.3 The parties acknowledge and agree that: "Confidential Information" means information that:
- (i) Is by its nature confidential;
  - (ii) Is designated by the parties as confidential; or
  - (iii) The parties know or ought to know is confidential;
- and includes without limitation the terms of this Agreement and all information about the Agency, its employees, agents, research, property, policies and operations which is made available or which becomes known during the term of this Agreement.

If the Employer asks a Contractor to go direct or passes on a Contractor's information which results in the employment of the Contractor by a third party, then the Employer is held responsible to pay the full placement fee. Daisycare Nanny Agency reserves the right to review and adjust these terms and conditions without prior notice. However latest changes will be noted and updated on Daisycare Nanny Agency™'s website [www.daisycarenannyagency.com](http://www.daisycarenannyagency.com) and Employer will be notified of those changes.

Any claim or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by Daisycare Nanny Agency™ and the Employer or via mediation between the two parties or through arbitration within the terms of the Community Justice Centre in the State of New South Wales in accordance with the rules of the appropriate bodies, and the judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof.

In the event of a dispute between the Contractor and the Employer, Daisycare will notify the Contractor and ask the Contractor how they wish to proceed. If Daisycare Nanny Agency™ feels that the Employer has a reasonable complaint and the problem cannot be solved then another Contractor