

Little Lovelies Nanny Agency Carer Terms and Conditions

1. Definitions
 - i) **Agency** means Little Lovelies Nanny Agency ACN 602 296 113.
 - ii) **Agency Fee** means (a) the Placement Fee, inclusive of the Recruitment Fee, (b) the Payroll Fee and (c) the Service Fee, payable to the Agency for the Services.
 - iii) **Booking Fee** means the fees in relation to a Short Term or Temporary Placement as stipulated on the Agency Website.
 - iv) **Carer** means the person nominated by the Agency to provide Services to the Family.
 - v) **Family** means the person(s) who engages the Agency to provide the Services in accordance with these Conditions.
 - vi) **Introduction** means the passing by the Agency to the Family of a Curriculum Vitae or any other information in relation to a Carer.
 - vii) **Permanent Placement** means the placement of a Carer with a Family, or any other person introduced to the Family to provide the Services, for three (3) months or more in any twelve (12) month period;
 - viii) **Placement Fee** means in relation to the placement of a Carer with the Family for a term of three or more months, the placement fees are set out within the Agency Website.
 - ix) **Timesheet** means a written record of the times during which the Carer provides the Services to the Family, pursuant to this Contract.
2. The Carer agrees not to accept any form of approach from a Family where the Agency has made the Introduction, or to accept any form of private engagement or inducement to work privately, or to engage in any form of service or category or work, with a Family where the Agency has made the Introduction, or any other individual or entity associated with or related to the Family for a period of 5 years.
3. If the Carer engages a Family where the Agency has made the Introduction, the Carer agrees to pay to the Agency the daily agency Booking Fee for each day worked, or the Agency Placement Fee where the engagement becomes a Permanent Placement.
4. The Carer shall ensure that where the Agency has made the Introduction between Family and Carer, the Family is aware that if unauthorised engagement is commenced with the Family or other individual or entity introduced to the Carer by the Family, that the Family will be liable to pay the Agency the daily agency Booking Fee for each day worked, or the Agency Placement Fee where the engagement becomes a Permanent Placement, direct to the agency within Seven days of issue of an invoice.
5. The Carer shall report all rescheduling of bookings, or requests for extra bookings made by the Family, immediately to the Agency and request that the Family does the same.
6. The Carer shall accurately fill out and submit all invoices and/or Timesheets to the Family within the agreed timeframe.
7. The Carer understands that the Agency may choose to cease Introducing the Carer to Families or offering the Carer engagement opportunities if these terms of agreement are breached or the Agency receives feedback about the Carer that does not reflect the standard of performance referenced by referees or falls below the standards as outlined by the Agency.
8. The Carer shall ensure all first aid, CPR, working with children check/blue card or equivalent, are up-to-date and current at all times. The Agency reserves the right to notify Families if the Carers certifications and documentation are out of date, and offer no further work until certifications and documentation have been

validated. The Carer will inform the Agency immediately if there is a change in status of criminal history.

9. The Carer understands all the information provided throughout the Registration Process conducted by the Agency, and agrees to adhere to the Agency Policies, guidelines, standards and expectations and to keep up to date with professional development, current childcare trends and practices.
10. The Carer understands that the Agency policies, guidelines, standards, expectations and practices can be changed at any time. The Carer agrees to stay up to date with changes within a reasonable timeframe after a change is made and communicated.
11. The Carer understands that the Agency reserves the right, where they see fit, to make changes to this agreement.

DECLARATION:

I have read and understood the information presented to me by the Agency during the induction and interview process and any subsequent communications thereafter and agree to abide by the agreement at all times. In the event that I breach the terms of agreement, I understand that the Agency may choose to no longer introduce Families to me or provide me with placement opportunities and may take further action as it deems appropriate.