

Little Lovelies Nanny Agency Terms and Conditions

- A. *The Agency specialises in sourcing and placing qualified and experienced nannies and carers for families on a causal or fixed term basis.*
- B. *The Agency has been engaged by a family to find a suitable candidate to fulfil the position as described in the Schedule.*
1. **Definitions**
 - 1.1. **Agency** means Little Lovelies Nanny Agency ACN 602 296 113.
 - 1.2. **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.
 - 1.3. **Agreed Hourly Rate** means the hourly rate of pay as agreed between Carer and Family.
 - 1.4. **Booking Fee** means the fees in relation to a Short Term or Temporary Placement as stipulated in **ITEM 1** of the Fee Schedule.
 - 1.5. **Carer** means the person nominated by the Agency to provide Services to the Family.
 - 1.6. **Candidate** means a person to who the Agency makes an Introduction to the Family;
 - 1.7. **Conditions** means the terms and conditions of supply of Services as set out in this Contract and any subsequent terms and conditions agreed in writing by the Agency and the Family from time to time.
 - 1.8. **Deposit** means the Engagement Fee as set out in **ITEM 2** of the Fee Schedule, paid to the Agency pursuant to clause 3.
 - 1.9. **Engagement Fee** means the non-refundable fee charged prior to Services commencing and is offset against the Placement Fee.
 - 1.10. **Family** means the person(s) who engages the Agency to provide the Services in accordance with these Conditions.
 - 1.11. **GST** means goods and services tax as defined in the GST Act.
 - 1.12. **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - 1.13. **Instructions** means the instructions provided by the Family, to the Agency to effect Introductions to him / her for the purpose of obtaining childcare on a permanent or temporary basis.
 - 1.14. **Introduction** means the passing by the Agency to the Family of a Curriculum Vitae or any other information in relation to a Candidate.
 - 1.15. **Payroll Fee** means the fee set out in **ITEM 5** of the Fee Schedule.
 - 1.16. **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;
 - 1.17. **Placement Fee** means in relation to the placement of a Carer with the Family for a term of three or more months, the placement fee as set out in **ITEM 4** of the Fee Schedule.
 - 1.18. **Recruitment Fee** means in relation to the Introduction of the most suitable candidate(s) to the Family, the recruitment fee as set out in **ITEM 3** of the Fee Schedule is non-refundable and is offset against the Placement Fee.
 - 1.19. **Services** means the services provided by the Agency to the Family as described in these Conditions.
 - 1.20. **Service Fee** means the fees calculated pursuant to clause 4 or clause 5 of this Contract, and subject to **ITEM 6** of the Fee Schedule.
 - 1.21. **Services** means the services described in clause 8 of this Contract. Further specific Services can be requested within the Permanent Nanny Questionnaire.
 - 1.22. **Short Term or Temporary Placement** means engagements by the Family of the Carer, or any other person introduced to the Family by the Agency to provide the Services, for a period of less than three (3) months in any twelve (12) month period.
 - 1.23. **Taxable Supply** has the meaning defined in the GST Act;
 - 1.24. **Term** means the term as set out in clause 2.3 below.
 - 1.25. **Timesheet** means a written record of the times during which the Carer provides the Services to the Family, pursuant to this Contract.
 2. **Terms of Engagement**
 - 2.1. The Family engages the Agency to procure a suitable person to provide the Services to the Family, pursuant to the Conditions.
 - 2.2. The Agency has nominated and the Family has vetted and approved the Carer to provide the Services to the Family.
 - 2.3. This Contract commences on the date the Engagement Form is returned to the Agency, unless otherwise terminated in accordance with clause 13 of this Contract.
 - 2.4. The Agency shall use reasonable endeavors to introduce to the Family, candidates which the Agency considers suitable to work with the Family as required in the Instructions and to perform the additional Services as further set out in this Contract.
 - 2.5. The Agency does not give any warranty as to the accuracy of the information supplied to it by the Candidates and or the nominated Carer.
 3. **Deposit**
 - 3.1. On or before the date of this Contract, the Family shall pay the Deposit or Engagement Fee to the Agency.
 - 3.2. The Deposit shall be paid to the Agency prior to commencing the recruitment process and the

balance (if any) will be deducted from the final invoice issued to the Family at the end of the Term.

4. Agency Fee for Short Term or Temporary Placements

- 4.1. On the first day of the commencement of the Carer with the Family, the Family shall be liable to pay the Agency the Booking Fee.
- 4.2. Where a short term or temporary position subsequently becomes a permanent position i.e. three (3) months or more, the Family shall be required to pay the relevant Agency Fee for the Permanent Placement fee less the amount originally paid for the Short Term or Temporary Placement.
- 4.3. If a Family engages a Carer or any person introduced to the Family by the Agency within any twelve (12) month period, to provide any services related to or similar to the Services, but fails to inform the Agency within seven (7) days, the Agency Fee will become immediately due, owing and payable, by the Family to the Agency, subject to a 25% surcharge.
- 4.4. If the Carer's hours are increased, the Agency reserves the right to re-invoice the Family for any additional fee that is due and payable in accordance with this Contract.
- 4.5. If the Family has to delay the commencement of the Carer's start date pursuant to this Contract, (for example because of the birth of a baby later than expected) no refund of the Agency Fee or any part there of shall be payable.
- 4.6. The Family shall be liable for and shall indemnify the Agency against all reasonable costs and expenses incurred by the Agency in respect of any steps, actions or proceedings made or brought against the Family by the Agency to obtain payment of outstanding Agency Fees and interest.

5. Agency Fee for Placement of Permanent Positions

- 5.1. The Family shall pay the Agency as follows:
 - (a) The Recruitment Fee, to be paid on or before the date of this contract or on the day of Introduction of the most suitable candidate(s) to the Family.
 - (b) The Placement Fee, to be paid on or before the date of this Contract or on confirmation of the placement of the Carer with the Family, prior to the date of commencement by the Carer of the Services.
 - (c) The Payroll Service Fee, if applicable, to be paid fortnightly throughout the Term.

6. Additional Fees

- 6.1. If a Carer is initially engaged by the Family on a temporary basis is re-engaged by the Family within a

period of twelve (12) months' then the Family shall be liable to pay the Agency, the relevant Agency Fee in relation to the placement of the Carer with the Family. Such fee will be equal to the Agency fee that would have been payable if the Agency had placed the Carer with the Family.

- 6.2. If the Carer is initially placed with the Family on a short term or temporary basis and the placement is extended or the number of hours and or days is increased, the Family is liable to pay to the Agency an additional Agency Fee. Such fee shall be the Agency Fee which would have been payable at the time of the Introduction in respect of a Permanent Placement after deduction of the Agency Fee already paid by the Family.

7. Credit Card/ Direct Debit Authority

- 7.1. The Family authorises the Agency to arrange for amounts that become payable in association with this Contract and the corresponding to be paid by charging a nominated Credit/Debit Card or by arranging a Direct Debit facility, as nominated by the Family.
- 7.2. The Family accepts and acknowledges that an additional fee may be applied to payments made by credit card to recoup the 'merchant service fees' levied by the relevant credit card provider

8. Services

- 8.1. The Carer shall perform the Services:
 - (a) for at least the number of hours agreed between Family and Carer, unless otherwise agreed in writing by the Family and the Carer;
 - (b) at such other times that may, from time to time, be required by the Family, acting reasonably.
- 8.2. The Family must be familiar with and observe the Agency's written policies and procedures that are notified by the Agency to the Family from time to time. The Agency reserves the right to amend, change, add to or vary these policies at any time, in its sole discretion.

9. Responsibilities of the Family

- 9.1. The Family shall:
 - (a) specify in full within the Instructions the Services required and specify their exact requirements and the requisite period of time that the Family will require the Services.
 - (b) pay the appropriate Agency Fee as set out in in this Contract.
 - (c) comply with the Conditions of this Contract and any other placement conditions, that may be notified to the Family at any time prior to the placement. The placement

- conditions may be varied from time to time by written notice to the Family.
- (d) treat the Carer with due regard in relation to their reasonable and comfortable work arrangements and personal needs and ensure a safe and healthy working environment.
 - (e) Ensure that any motor vehicle to be used by the Carer is:
 - (i) compliant with the relevant road rules (including for child care seats);
 - (ii) has been properly maintained;
 - (iii) is registered; and
 - (iv) is fully insured for all relevant risks.
- 10. Little Lovelies Payroll Service**
- 10.1. If the Family wishes to engage the Agency to provide Payroll Services, the Family will be charged the agreed Payroll Fee for this service.
 - 10.2. The Payroll Service may include the Agency paying the Carer's wages, organising tax and superannuation payments, cover the Carer for workers' compensation insurance, prepare employment contracts, and negotiate contract terms, all on the Family's behalf.
- 11. Replacement Policy**
- 11.1. If the Carer does not commence with the Family after accepting the engagement or if the Carer leaves the Family within two (2) weeks of commencing the engagement (other than as a result of a breach by the Family of any to the terms of this Contract or a result of the Family's dismissal of the Carer other than on just and reasonable grounds) then the provisions of this clause 11 shall apply, provided that:
 - (a) the Family has paid the Agency Fee and any other charges under this Contract in full.
 - (b) the Family has notified the Agency in writing within seven (7) working days of the Carer failing to commence or terminating the engagement.
 - 11.2. The Agency shall make further Introductions to the Family at no further charge for a replacement for the Carer who has not commenced or has left or been ask to leave within two (2) weeks of the commencement of the engagement (the first day the nanny starts work).
 - 11.3. Once one (1) free replacement has been Introduced to the Family, there are no further free replacements offered to the Family.
- 12. Liability**
- 12.1. The Family shall notify the Agency in writing as soon as reasonably practicable after becoming aware of any circumstances that relate to the Contract, any act of the Carer and or the Services which may be a breach of any of the terms and conditions set out in this Contract (**a Relevant Matter**).
 - 12.2. If the Family fails to deliver such written notification to the Agency within 1 (one) month of becoming so aware, it will not be entitled to make any claim against the Agency in relation thereto (and the Agency shall not incur any liability to the Family in relation to such Relevant Matter). In the event that a Relevant Matter is properly notified as above, and subject as otherwise provided herein, the Agency's liability to the Family in respect of any breach of these terms and conditions or for negligence or otherwise shall not exceed the amount of the Agency fees actually paid by the Family to the Agency pursuant the Conditions in relation to the supply and/or introduction of the relevant Carer to the Family.
 - 12.3. The Family indemnifies the Agency against any claims, losses or liability made against or incurred by the Family and or the Agency in connection with or associated with the Agency's placement of the Carer with the Family pursuant to the terms of this Contract.
 - 12.4. The Agency is not liable for any acts and or any amounts arising from the conduct of the Carer, who is engaged in the capacity as an independent Contractor to provide the services, as stipulated in the Conditions, to the Family.
- 13. Termination**
- 13.1. (**Payroll contracts**): Payroll contracts may be terminated at any time upon either party giving the other party:
 - (a) two (2) weeks written notice to be given if the contract has been in place for less than three (3) months; or
 - (b) four (4) weeks written notice to be given if the contract has been in place for three (3) months or more.
 - 13.2. (**Short Term or Temporary**): Short Term or Temporary Contracts may be terminated on fourteen (14) days prior written notice failing which payment in lieu of notice will apply.
 - 13.3. The Agency may terminate the Contract if the Family fails to affect timely payment of any amounts owing, within two (2) weeks of such amounts being due owing any payable by the Family to the Agency (any such termination being without prejudice to the Agency's claim for payments owed).
 - 13.4. Either party may terminate the Agreement by notice in writing to the other if:
 - (a) the other party commits a material breach of these Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

- (b) the other party commits a material breach of these Conditions which cannot be remedied under any circumstances.
- 13.5. In the event of termination, the Family shall not be entitled to any refund of the Agency Fee already paid and any Agency Fee due at the date of termination, together with interest thereon and all other sums due to the Agency will immediately become payable in full.

14. Indemnities

- 14.1. The Family indemnifies the Agency against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Agency) that the Agency may sustain or incur as a result, whether directly or indirectly, of any:
- (a) breach of this Contract by the Family;
 - (b) representations information made or given by the Family in connection with this Contract, whether express or implied, being false or misleading in a material way;
 - (c) unlawful act or omission by the Family; and
 - (d) claim against the Agency in relation to any tax, levy, superannuation or any other claims;
- 14.2. The indemnity in this clause 14 is a continuing indemnity and shall survive the termination for any reason of this Contract.

15. Confidentiality

All information provided by either party to the other, including but not limited to any personal details relating to the Carer and or the Family, will be treated as strictly confidential and will not be disclosed by either party to any third parties, unless required by law or regulation, without prior written consent of the other as the case may be.

16. Governing Law

The contract is governed by the laws of the State of New South Wales, Australia. The parties irrevocably submit to the jurisdiction of the courts of New South Wales, Australia.

17. Entire Agreement

The terms of this Contract constitutes the entire agreement between the parties as to its subject matter and supersedes all prior understandings or agreements between the parties.

18. Alteration

- 18.1. This Contract may be varied by the Agency to comply with its legislative and regulatory obligations.
- 18.2. All other changes may only be effected if agreed to in writing by both parties.

19. Dispute Resolution

- 19.1 if there is a dispute under this Contract, the parties will use their best endeavours to negotiate, in good faith, to resolve the dispute.
- 19.2 If there is a dispute under this Contract that is not resolved in accordance with clause 19.1 above, within ten (10) days, either party may give written notice to the other party stating that it is a notice under this clause and specifying the dispute.
- 19.3 If the dispute is not settled by agreement within fourteen (14) days after the notice referred to in clause 19.2 is given, the parties will appoint a mediator and will seek in good faith to settle the dispute through mediation on a non-binding basis. If the parties are unable to agree upon a mediator within fourteen (14) days after the expiration of the initial 14 days referred to in this clause 19.3, the mediator must be a person nominated by the President for the time being (or his nominee) of the Law Society of New South Wales and either party may request the nomination at any time after the expiration of the second fourteen (14) days referred to in this clause.

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Little Lovelies Fee schedule

Item 1	Booking Fee	<ul style="list-style-type: none"> a. 1-9 Days: \$25 per day + GST b. 10 Days or more \$20 per day + GST
Item 2	Engagement Fee	\$75 + GST (offset against Placement Fee)
Item 3	Recruitment Fee	\$300 + GST (offset against Placement Fee)
Item 4	Placement Fee	<ul style="list-style-type: none"> a. One (1) day Carer: \$650 + GST; b. Two (2) day Carer: \$775 + GST; c. Three (3) day Carer: \$900 + GST d. Four (4) day Carer: \$1,025 + GST e. Five (5) day Carer: \$1,150 + GST
Item 5	Payroll Fee	<ul style="list-style-type: none"> a. \$2 per hour worked by the Carer up to 30 hours (per week); b. \$1 per hour worked by the Carer over and above 30 hours (per week)
Item 6	Service Fee	<p>The Service Fee consists of the total of the following:</p> <ul style="list-style-type: none"> a. Agreed Hourly Rate (incl Compulsory Superannuation Guarantee Contribution) The agreed hourly rate is calculated using the following formula: Agreed Hourly Rate = A + B <ul style="list-style-type: none"> i. A = Base Hourly Rate; and ii. B = Compulsory Superannuation Guarantee Contribution of 9.5% of the Base Hourly Rate b. Other: Minimum employment entitlements in accordance with the Fair Work Act 2009 (Cth) and the National Employment Standards