



TERMS & CONDITIONS

FAB NANNIES users are required to tick a box upon registering which states they agree to our Terms & Conditions. Terms and conditions are readily accessible on our Book a Nanny page or About us page.

Please do not hesitate to contact us should you have any further questions.

0403 403 173

1.0 Contract

1.1 The below Terms & Conditions are a legal binding agreement between you as the client and FAB NANNIES as the agency.

1.2 Registering on FAB NANNIES website, and completion of the Book a Nanny Request Form is a contract of service.

1.3 The word "Client" refers to the person/family using FAB NANNIES services.

1.4 The word "Candidates" refers to any person that FAB NANNIES introduces to the client.

1.5 The Terms & Conditions are the terms of which FAB NANNIES offers the client access to the services and use of the FAB NANNIES website and agency. By registering with FAB NANNIES the client agrees to abide by these Terms & Conditions. If the client does not agree to abide by these Terms & Conditions, then the client must refrain from using the FAB NANNIES website and services.

1.6 Unlawful or illegal use will be reported to the proper authorities and may be punishable by law.

2.0 Client Obligations

2.1 All service bookings must be made directly between you (the client) and FAB NANNIES (the agency).

2.2 No bookings are to be made directly with the babysitter/nanny. Should this obligation be ignored the babysitter/nanny is legally obliged to inform the agency and the relevant fees will be charged to the client.

2.3 Any correspondence, communication either verbally, written or via email is confidential and the client agrees not to disclose to third parties.

2.4 The client agrees there is a minimum 3-hour booking.

2.5 The client has disclosed the ages of all children. Should the total of children under the age of 3 is 3, the client understands any additional child will require an additional nanny to be utilised. The costs incurred will be the same as an original booking unless otherwise agreed.

2.6 The client agrees that FAB NANNIES requires our candidates to be in an occupationally safe environment.

2.7 Where there is sufficient negative feedback or feedback is of a concerning nature regarding the client, then FAB NANNIES will refrain from referring any babysitters or nannies.

2.8 The client agrees to pay petrol for an excess of 50 km at a rate of 0.66 cents per additional km and the payment of all paid parking fees if applicable where free parking is unavailable.

2.9 When the Client requires an extension of any temporary placement the client will notify the agency immediately and agrees further placement fees will apply.

2.10 The agency who first introduces the nanny, via any mediums of communication will be due the placement fees.

2.11 The client must not disclose and agrees to keep in confidence at all times the identity of all candidates referred by FAB NANNIES, along with the contents of any documents/emails forwarded on the candidate's behalf. Should the Nanny be spoken of with a third party and hired as a result, the client will be invoiced for their placement fee.

2.12 Once the client offers employment to one of FAB NANNIES candidates – the client understands the placement fee is applied and needs to be paid in full prior to commencement of the candidate's next booking.

3.0 Fees and payments

3.1 All booking fees are non-refundable if the client cancels booking.

3.2 All booking fees are payable per day and, if any extension of a booking is made, daily agency fees will apply.

3.3 FAB NANNIES holds the right not to dispatch a candidate if the agency fee has not been received via online booking or internet banking and in the agencies bank account within 24 hours of commencement date.

3.4 Nanny/temporary placement fees are to be paid prior to the nanny commencing work.

3.5 If the nanny's employment has been extended at the request of the client then the appropriate charges will be invoiced.

3.6 Client agrees to inform agency of changes to the initial booking requests, extended hours or decreased hours

3.7 FAB NANNIES reserves the right to increase our agency fees at any time.

4.0 Cancellation Policy

4.1 If cancellation of the babysitter is made within 3 hours of start time, a minimum of 3 hours will be charged to the client and payment forwarded onto the babysitter.

4.2 If any event care packages including weddings are cancelled within 7 days of start date, then a 50% charge will occur.

4.3 FAB NANNIES values all clients and bookings and our processes are as such that we are confident in the quality of Nanny and the availability of the Nanny to perform Nanny Services on the clients requested day and time. However, in circumstances that are beyond Fab nannies control such as bad weather and car accidents Fab nannies cannot be held responsible. Although we have created a

very clear outline for all contractors there is always a possibility for cancellations or no-shows of a babysitter/nanny. In these instances, Fab nannies will exhaust all resources to fulfil the agreed booking. Should Fab nannies be unable to fill the request, a full refund will be provided back to the client.

4.4 If the client cancels full time nanny employment before start date, the agency will charge the client 50% of the invoiced agency fees (1 x weekly wage of employed Nanny hours), with a minimum of \$400.

4.5 If the employee cancels employment before start date, then a full refund will be given, with the first option of FAB NANNIES to find a suitable replacement.

4.6 If a short term placement is cancelled within 24 hours of start date a total of 50% of total weekly nanny wage (when hours requested exceeds 6 for the week) is due to the nanny.

4.7 FAB NANNIES will cancel immediately any babysitting or nanny services if FAB NANNIES babysitter or Nanny has been mistreated this includes but is not limited to; working in an unsafe environment or is harmed in anyway.

5.0 Refunds & Guarantee

5.1 Although FAB NANNIES endeavours to find a suitable babysitter upon request, we cannot guarantee this will be possible.

5.2 Where a babysitter cannot be found on the requested date/s, and time a full refund of the FAB NANNIES agency fee will be given.

5.3 If the booked babysitter cancels or no-shows to the booking and a second babysitter cannot be found a full refund will be provided to the client.

5.4 FAB NANNIES has an extensive vetting process in order for us to maintain high expectations of our candidates, we aim to provide you with exceptional candidates however there is still no 100% guarantee of reliability, honesty and character of the candidate provided by the agency. Should you have any concerns, please contact us immediately. 0403 403 173

5.5 Such profiles will be selected based on the information originally provided in the client's job request and will be provided within 2 months of notification.

5.6 A placement is deemed satisfactory after 30 days – after this time frame no refund will be given. Should the Candidate leave the employment within 30 days from commencing such employment the Agency will offer 1 replacement Candidate free of charge. The Agency shall provide the Client with up to 3 candidate profiles for free replacement. The agency accepts no liability and is not obliged to offer a Replacement or any refund if the Client finds the candidates unacceptable and does not want to engage any of the potential Candidates.

5.7 No refunds will be given if a short term placement has been reduced after start date.

6.0 Liability

6.1 FAB NANNIES acts as an agent for the client, not as an employer of the nanny or babysitter. Therefore, the agency accepts no liability or responsibility for accident, injury, loss, damage or misconduct sustained by nanny or babysitter, clients or any other persons and by employing a nanny or booking a babysitter through FAB NANNIES, the Client agrees to indemnify the agency should any mishap occur.

6.2 FAB NANNIES endeavours to validate the background of our nannies and babysitters by conducting thorough checks, interviews, and ensures the nannies and babysitters hold current first aid, police and working with children, blue cards and a minimum of 2 years' experience or relevant qualification. We cannot guarantee that all the information is correct.

6.3 All FAB NANNIES management, staff and contracted nannies are insured for public and personal liability under the company insurance policy. The insurance cover is limited to services provided which are booked and paid for through Fab Nannies. Any such services provided outside of the scope of Fab Nannies by management, staff and contracted nannies are therefore at the risk of the individual and the individual in receipt of the services.

6.4 FAB NANNIES website does contain links to third party advertisements and links to third party sites. FAB NANNIES 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 as accessing any other Internet site linked to FAB NANNIES website, is at the clients own risk

7.0 Confidentiality

7.1 FAB NANNIES website uses PayPal - our credit card payments are secure certified and compliant to the Payment Card Industry Data Security Standards (PCI DSS). For further information about the standards and methods of monitoring please visit <https://www.pcisecuritystandards.org>

7.2 All communication between both parties (Agency & Clients) shall remain confidential.

7.3 FAB NANNIES requires the client to provide accurate details of their address, contact details and full name. Information regarding their children and any information that would be utilised to assist the nanny to provide relevant and catered care to each individual child.

7.4 FAB NANNIES will release account and other personal information only when the above release is appropriate for the function of the website, to comply with the law; enforcement of our terms and conditions; or protect the rights, property, or safety of FAB NANNIES Group, our users or others. However, you authorise your babysitter to tell a family member or friend, as a simple safety measure where they will be (your address) and expected time and completion of the booking.

8.0 Privacy

8.1 FAB NANNIES does not sell or rent the client's personal information or identification to third parties.

8.2 As FAB NANNIES continues to develop, there may be a change in ownership. When a changeover occurs, customer information will be one of the transferred assets.

8.3 FAB NANNIES will release information to third parties when we believe this is appropriate to comply with the law, police or fraud investigations, to protect the rights of FAB NANNIES Group, our IP, our users or others.

9.0 Warranties

9.1 Although Fab Nannies is extensive in the interview, application and reference process of all Nannies and we endeavour to provide upstanding individuals for each of our clients. No warranty is given for suitability honesty and capability, 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 FAB NANNIES uses reasonable endeavours to ensure that the site is available 24 hours a day, FAB NANNIES does not make any representations or warranties that your access will be uninterrupted or error free. 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.

10.0 Complaints

10.1 FAB NANNIES prefers to resolve any complaints via 5 step process which is outlined in the Policy and Procedure. Firstly, contact Fab Nannies phone, email. For a full copy of the Complaints Policy please see about us tab www.fabnannies.com.au

FAB NANNIES Agency reserves the right to change our Terms & Conditions at any stage.