

NEST & NURTURE AGENCY TERMS AND CONDITIONS

Acceptance of Terms & Conditions

1. Welcome to our Website, owned and operated by Nest & Nurture Agency [ABN 63 672 756 089]. Our Website offers an online platform for families and carers to connect, organise care and share advice.
2. You can find our Website at the following [link](#), including all of the files located in that domain ("our Website").
3. In these Terms and Conditions "you" and "your" refer to all users of this Website and "we", "us" and "our" refer to Nest & Nurture Agency.
4. By using our Website, you acknowledge and agree to the terms outlined in these Terms and Conditions as well as our Privacy Policy. These Terms constitute a binding legal contract between you and Nest & Nurture Agency.
5. We reserve the right to amend these Terms and Conditions without notification to you. It is your responsibility to regularly review these Terms and Conditions. Your continued use of the Website following any amendments to the Terms and Conditions constitutes your acceptance of those changes.
6. These Terms and Conditions are governed by the laws of New South Wales and any dispute arising from or relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the Courts in New South Wales.

Age Requirement

7. Users of our Website must be at least 18 years of age. If you are under 18 years old, you are required to obtain the consent of a responsible adult over the age of 18 who will be responsible for your use of this Website. By using our Website, you affirm that you meet the age requirement or have secured the necessary consent from a responsible adult.
8. If you provide us with false information about your age, we reserve the right to terminate any services provided to you through our Website.
9. Should we suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from the minor's parents and/or guardians.

FOR PARENTS AND GUARDIANS

Reservations

10. Each time you make a booking, you will need to pay a booking fee. You can find a detailed breakdown of booking fees on our [Website](#).
11. You understand that the booking fee is paid to us and does not include the Carer's wages.

12. Please complete and submit the booking form with as much detail as possible.

13. On the rare occasion that we are unable to source an available Carer for you, we will return the booking fee to you.

Allocating you a Carer

14. While we take every precaution to ensure the reliability and professionalism of our Carers, it's important to note that caregiving inherently involves a degree of unpredictability. As the parent and/or guardian, you acknowledge and accept the inherent risks associated with the nature of caregiving services and will not hold us liable for any unforeseen circumstances that may arise during the course of providing care to your loved ones.

15. We note that each Carer operates under our business as a contractor (they are not our employees). As a contractor, our business does not bear any obligation to extend insurance coverage, offer superannuation benefits, or provide workers' compensation payments on their behalf. It is the Carer's responsibility to ensure their own insurance coverage, tax arrangements and to comply with any legal requirements applicable to contractors.

16. After confirming availability, we will allocate one of our experienced Carers with age-appropriate expertise. While we aim to arrange the same Carer each time you book and for multi-day bookings, you acknowledge and agree this cannot be guaranteed.

17. We will then provide you with the details of your designated Carer and provide them with your details also. You and/or the Carer can then reach out to one another personally for an introduction.

Making Payment to the Carer

18. The Carer's details will set out their hourly rate for the services they provide. The Carer's hourly rate may vary depending on the number of people being cared for, their age and any special needs, the duration of care and any specific requests made by the parents and/or guardians.

19. Payment to the Carer is due at the end of the services rendered, based on the hours worked. You must settle this payment to the Carer either through bank transfer or in cash, as nominated by the Carer.

Feedback

20. In the event that you encounter any difficulties with your Carer, please contact our dedicated customer support team at hello@nestandnurture.com.au. We are here to address your concerns and provide assistance promptly.

21. In the event you are informed of any incident concerning your Children and/or the Carer during their scheduled job, please promptly report it

to babysitting@nestandnurture.com.au. While we are not liable for any incidents or issues arising from the services the Carer renders, your cooperation is crucial to help us protect the reputation of the business and the wellbeing of everyone involved.

Cancellation Fees

22. Please note that on receiving confirmation of your reservation by an email from us, including the profile of your allocated Carer (**confirmed bookings**), our booking fee becomes non-refundable.

23. In the event of a need to cancel your booking, kindly contact our customer support team at hello@nestandnurture.com.au as soon as possible.

24. Cancellations of confirmed bookings will incur a cancellation fee. You can find a detailed breakdown of our cancellation fees on our [Website](#).

25. Once we receive confirmation of the cancellation, the cancellation fee will automatically be deducted from your payment method stored on our file. This fee is then forwarded to the Carer to cover their loss of earnings.

26. If you require changes to your reservation and the Carer is amenable to facilitating the change, no cancellation fee will be applied. However, if the Carer cannot accommodate the new requested time, you will be responsible for meeting the cancellation fee.

27. If the Carer cancels the reservation, we will make every effort to arrange an alternative Carer. In the event that another Carer is not available, we will return \$20 from the booking fee to you.

FOR CARERS

Application Process

28. We pride ourselves on ensuring our Carers provide the highest standard of care to our booking families. So that we are able to ensure this, after our Carers submit an Application on our [Website](#), we conduct a meticulous recruitment process which requests the Carer to:

- a. complete a questionnaire;
- b. attend an interview where we ask questions;
- c. provide us with character references;
- d. provide us with their Working with Children Check; and
- e. provide us with their Current First Aid certification;

29. Please understand that we retain the discretion to decide whether to accept your Application, whether completed in part or full, and we are not obligated to do so.

30. As part of the Application process, you must indicate your hourly rate for services and your preferred payment method, choosing between bank transfer or

cash. We will provide your hourly rate and preferred payment method to the parent and/or guardian.

Registration

31. Once you have successfully completed the Application process, to access our services you will be required to pay an annual subscription fee for Carers. You can find the annual subscription fee on our [Website](#).

32. Please note that our annual subscription fee for Carers is non-refundable. If at any time you decide to no longer use our services, you will not be able to recover those funds.

33. In the event that we are unable to match you with a job throughout the year, we will review your case individually, and alternative solutions or considerations may be discussed. We strive to provide fair and flexible options for our Carers.

34. Kindly note that your engagement with us is as a contractor. You are not an employee of our business. It is important to understand that, as a contractor, our business does not bear any obligation to extend insurance coverage, offer superannuation benefits, or provide workers' compensation payments on your behalf. It is your responsibility to ensure your own insurance coverage and comply with any legal requirements applicable to contractors.

35. Once subscribed, we will match you with suitable families and job opportunities.

Allocating you a Job

36. Once we find a suitable job, we will reach out to confirm your availability.

37. If you agree to take on the job, we will share your details with the parent and/or guardian and provide you with theirs. Both parties can then personally connect for an introduction. Specified in your details will be your hourly rate for services rendered and your preferred payment method.

Payment for Work

38. The parent and/or guardian is to pay you based on the hours worked, at the end of the services rendered. It is your responsibility to ensure that this payment is made to you on the day that your services are provided. We will not be held responsible for any inaccuracies or delays in payments.

Feedback

39. In the event that you encounter any difficulties with your parent and/or guardian, please contact our dedicated customer support team at babysitting@nestandnurture.com.au. We are here to address your concerns and provide assistance promptly.

40. In the event you encounter or witness an incident, whether involving you and/or the Children under your care, please promptly report it

to babysitting@nestandnurture.com.au and to the responsible parent/guardian. While we are not liable for any incidents or issues arising from the services you render, your cooperation is crucial to help us protect the reputation of the business and the wellbeing of everyone involved.

Cancellation

41. If a parent and/or guardian cancels their reservation, we will issue a cancellation fee to your preferred payment method.

42. Should you need to cancel on the parent and/or guardian, kindly provide us with as much notice as possible so that we are able to make alternate arrangements. In the case of a late cancellation, you may be charged a fee.

43. We pride ourselves on being a reliable agency. If you cancel a booking without a reasonable excuse, we reserve the right to terminate your subscription with us.

Confidentiality and Privacy Statement

44. The Carer commits to maintaining the highest level of confidentiality concerning any details regarding the Children under their supervision. This includes, but is not confined to, their names, ages, school particulars, medical conditions, dietary restrictions, and any other personal information.

45. The Carer acknowledges that capturing photographs, videos, or images of Children in their care is strictly prohibited. Any visual media capture must only take place with explicit written consent from the child's parent and/or guardian.

Social Media

46. The Carer is prohibited from posting, sharing, or disseminating any content on social media, including photos, videos, or written descriptions, featuring the Children in their care without obtaining explicit written consent from the parent and/or guardian.

47. The Carer must commit to exercising discretion and upholding the highest ethical standards in online interactions, discussions, or content related to the Children under their care.

GENERAL

Errors and omissions

48. We reserve the right to correct any errors or omissions, and to change or update information or cancel reservations if any information in the Service or on the Website is inaccurate at any time without prior notice to you, including after you have submitted a reservation and/or application.

Violations of Terms and Conditions

49. Without limiting any other remedies available to us, we reserve the right to, without notice to you, temporarily or indefinitely suspend or terminate your access to our Website, your subscription and engagement with us or refuse to provide products or services to you if:

- a. you breach any provision of these Terms and Conditions;
- b. we are unable to verify or authenticate any information you provide to us; or
- c. we believe your actions may cause damage and/or legal liability to us, any of our Carers or parents and/or guardians.

Limitation on Services

50. We reserve the right to:

- a. limit the provision of services to any Carer and/or guardian, geographic region or jurisdiction on a case-by-case basis;
- b. to discontinue a service provided by this Website at any time;
- c. the right to change, alter or modify images, descriptive matter, specifications and pricing of the services without written notice to you; and
- d. pursue you for recovery of any outstanding debt that you owe to us.

Indemnity

51. You agree to indemnify and hold us and our officers, employees, agents, consultants, licensors, partners and affiliates from and against any direct or indirect claims, demands, actions, losses, liabilities, costs, charges fines, expenses or damages suffered or incurred by us as a result or, or in any way related to:

- a. any information or material that you submit, post, transmit or otherwise make available through this Website;
- b. your use of, or connect to, this Website; or
- c. your negligence or misconduct, breach of these Terms and Conditions or violation of any law or the rights of any person.

52. You agree to indemnify us from, but not limited to, any economic loss, illness or injury, emotional suffering, loss of opportunity or other loss of turnover, profits or business, incurred by you.

53. You agree that your use of this Website is at your own discretion and risk.

54. You agree to release us and our officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against us arising from these Terms and Conditions or the use of this Website by you or any other person. We may plead this release as a bar and completed defence to any claims or proceedings.

Intellectual Property

55. All intellectual property on this Website and all software, systems and other information owned or used by us in connection with the Services offered through this Website, is our property.

56. You must not reproduce, transmit, republish or prepare derivative works from any of the intellectual property.

Interpretation

57. Headings are for reference purposes only;

58. These Terms and Conditions cannot be construed adversely against us solely because we prepared them;

59. The singular includes the plural and vice-versa;

60. A reference to a person includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and

61. The meaning of general words is not limited by specific examples introduced by "including" or similar expressions;

62. All prices on our Website are in Australian Dollars (AUD) and exclude GST; and

63. All transactions are processed in Australian Dollars.

Severability

64. The provisions of these Terms and Conditions are severable and, if any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.