

# The Nanny Hub Terms and Conditions

Terms of Service for Nanny Hire and Referral Services between The Nanny Hub ABN 28 145 604 131 (Agency) and Family (Client).

*Effective for clients who accept our services by paying the Recruitment Fee from 03/04/2024 onward.*

Published by the Agency and acknowledge by the Client at <https://www.thenannyhub.com.au> (Agency website)

## 1 DEFINITIONS

**“TNH”** refers to The Nanny Hub (Agency/agency) which employs a nanny for the purpose of performing nanny and/or housekeeping duties in for the Client.

**“Agency”** refers to The Nanny Hub which employs a nanny for the purpose of performing nanny and/or housekeeping duties in for the Client.

**“Client”** refers to the individual(s) or business that compensates The Nanny Hub (Agency) to provide nanny referral and/or nanny hire services to that individual.

**“Nanny”** refers to the individual (including but not limited to - Live Out Nannies, Live In Nannies, Before/After School Care, Night Nannies, Mother's Helpers) who is employed by The Nanny Hub (Agency) or recruited and referred to the Client, for the sole purpose of performing the agency's services to the Client.

**“Premier Package”** refers to an employment type package as described on our website.

**“Cupid Package”** refers to an employment type package as described on our website.

**“Poppins Package”** refers to an employment type package as described on our website.

**“Candidate Profile”** refers to the comprehensive document prepared by The Nanny Hub, providing detailed information about an individual nanny candidate presented to the client for consideration. The Candidate Profile includes relevant personal and professional details, such as qualifications, experience, skills, and references. It serves as a crucial tool for clients to assess and make informed decisions regarding the potential suitability of the nanny candidate for their specific needs and preferences.

**“Service Acceptance Form”** refers to the document provided by the agency, detailing the client's circumstances and preferences, and duly signed by the client. This signed document signifies the client's agreement, enabling The Nanny Hub to commence the provision of its services.

**“Nanny Placement Service Agreement”** refers to the service contract established between the Agency and the Client, wherein the Client engages The Nanny Hub's services, and The Nanny Hub, in turn, hires a nanny to fulfill the agency placement services. - *Premier Package only*

**“Placement Term”** refers to the fixed term of service agreed to by both parties in the Service Acceptance Form.

**“Placement Start Date”** refers to the Nanny's commencement date of the agreed services as agreed to by both parties in the Service Acceptance Form.

## 1 ACCEPTANCE OF TERMS

1.1 By accessing or using our nanny agency services, you confirm that you have read, understood, and accept these Terms and Conditions in their entirety. If you do not agree with any part of these terms, then you may not access or use our services.

## 2 SERVICES PROVIDED

2.1 Our agency specialises in recruiting and employing nannies for family services, striving to understand each client's unique needs and matching them with qualified candidates. Our comprehensive services include assessing client needs, recruiting and screening nannies, facilitating interviews, and managing the employment process. Under the Premier package, hired nannies become our agency's employees, and we handle payroll and benefits. For Cupid and Poppins packages, our role is strictly limited to candidate referral, with no direct employment responsibility.

While ensuring nannies meet our standards, clients have day-to-day supervision in their homes. Our commitment extends to providing ongoing support throughout the service period.

### 3 ACKNOWLEDGEMENTS & AGREEMENTS

3.1 TNH and the Client acknowledges and agrees:

- I. TNH is authorised to release personal information to potential Nannies for the purposes set out in these terms and conditions, and in a manner that TNH considers fit and in its absolute discretion.
- II. The Client is responsible to provide a safe, stable environment for the Nanny to provide the agreed services.
- III. TNH and the Client are is required to comply with any legislation relating to Public Liability, Industrial Relations and SafeWork and Australian Taxation Office obligations.

3.2 TNH Obligations to Client:

Acknowledge and agree that TNH is a Nanny Agency engaged to:

- I. Strive to ensure a strong match between the Client's needs and the Nanny's profile, considering factors such as schedule compatibility, relevant experience, skill set, and any specific preferences outlined by the Client.
- II. Provide suitable candidates for Placements required by the Client.
- III. Introduce the Client to the Nanny.
- IV. *Premier Package only:* Regularly oversee the Nanny's performance and conduct performance reviews.
- V. *Premier Package only:* Continuously ensure the Nanny's required and service-relevant credentials and licenses are up to date.
- VI. *Premier Package only:* To uphold Nanny employment and payroll obligations in accordance with the Australian Taxation Office and the National Employment Standards (NES)

3.3 Client Obligations to TNH:

The Client acknowledges and agrees to the following;

- I. Client will notify TNH of any other circumstance/s in which it is reasonable to consider would be in TNH's best interests.
- II. Clients are prohibited from discussing or negotiating employment conditions with TNH nannies or candidates at any time, including during initial meetings or interviews, and for a period of 12 months following the termination of the contract.
- III. Client will provide a safe, secure and healthy work environment for the Nanny.

### 4 AGENCY FEES

4.1 The Client accepts the following fees, payable to TNH:

- I. Recruitment Fee: The agency charges a Recruitment Fee to confirm the start of services and cover recruitment and advertising expenses, which is non-refundable.
- II. Placement Fee:
  - The Placement Fee is non-refundable.
  - The fee amount varies based on the chosen package.
  - Full payment of the Placement Fee is due no later than midnight the day before the nanny begins employment with the Client.
  - If payment is not received within 48 hours after the due date, a late payment penalty of \$55 will be applied, and issued as a separate invoice.
  - Additionally, an additional \$20 will be accumulated for each subsequent day the payment remains outstanding, with the total sum invoiced to the Client

once the Placement Fee has been paid.

- III. Short Notice Placement Surcharge: If the client requires a nanny placement within a period of less than two weeks from the date of initiating the Recruitment Fee, and if the Candidate Profile is sent to the family within two (2) weeks, resulting in a successful placement for the allocated services, an additional fee of \$99 will be applied. This surcharge will be invoiced concurrently with the due Placement Fee.
- IV. Weekly Service Fee (Premier Package only): The Weekly Service Fee encompasses the nanny's pay, a management fee ranging between 15% and 20%, and reimbursable nanny expenses. To facilitate seamless transactions, TNH will request credit card details and charge the designated card on a weekly basis. Clients will receive an itemised receipt for each transaction. In the event of any discrepancies in the charged amount, TNH is committed to addressing such issues fairly and promptly. The following tasks that TNH will undertake in total constitute the agreed ongoing Placement Term Service Fee:
  - Nanny's hourly rate for performing nanny and light housekeeping duties for the Client at the primary location specified in the Nanny Placement Service Agreement accepted by TNH and the Client
  - Agency management of Nannies including - processing of payroll - Minimum employment entitlements in accordance with the Fair Work Act 2009 (Cth) and the National Employment
  - Standards, Nanny retention and development, Ensuring Nanny's legal requirements to work, and Monitoring Nanny's performance.
  - Agency Insurance Policies
  - Temporary Nanny replacement in the event of the Nanny's temporary absence from work.
  - TNH personalised digital Nanny Diary accessibility and use.
  - Nanny Termination Replacement - if the nanny is deemed unfit to work or terminates their employment with us, we will find the Client a nanny to replace him/her without affecting the term end date agreed upon in the Nanny Placement Service Agreement.
  - Nanny Family Leave Coordination - To liaise with the nanny about any requests she may have for leave, and try to coordinate this with any planned leave or leave to be considered by the Client

The Client acknowledges that the Agency is committed to ensuring the well-being, fair treatment, and legal employment of the nannies, and therefore, the Weekly Service Fee penalty rates align with employment laws to promote a transparent and ethical working relationship.

4.2 TNH reserves the right to pursue debt collection if necessary where non-payment of Placement Fee; Short Notice Placement Surcharge; or Weekly Service Fee occurs. In this instance, an additional \$950 will be added to the outstanding fees owed by the Client to TNH.

4.3 The agency fees outlined herein are subject to change at the discretion of the agency. Clients are encouraged to regularly review the agency's official website for the most up-to-date and accurate information regarding current fees.

4.4 The agency reserves the right to adjust fees based on industry standards, operational costs, or other relevant factors. It is the client's responsibility to stay informed about fee adjustments and adhere to the latest fee schedule as published on the agency's website.

4.5 The agency may redirect a portion of the Placement Fee to a designated charity, with transparent documentation or confirmation provided to the client and no financial benefits, tax deductions, ownership or control provided to the client.

## **5. PENALTY RATES - PREMIER PACKAGE ONLY**

5.1 The following rates represent the additional amounts added to the Weekly Service Fee to be paid directly to the nanny. Please note that the applicable management fee will be added to the total amount payable to The Nanny Hub.

- I. Night Rates (Between 7pm and 7am) +\$10 per hour
- II. Saturday +\$5 per hour
- III. Sunday +\$10 per hour
- IV. Public Holidays +\$15 per hour
- V. Overtime Rates For hours exceeding 10 per day or 38 per week:
  - First three hours: +\$10 per hour

➤ Subsequent hours: +\$15 per hour

- VI. Meal Allowance: A nanny required to work more than one hour of overtime after the ordinary work hours without 24 hours' notice must be paid a meal allowance of \$20.01. If the overtime exceeds 4 hours, an additional meal allowance of \$18.14 is applicable.
- VII. Vehicle Allowance: \$1 per kilometer

5.2 The aforementioned rates are exclusive of The Nanny Hub's management fee, which will be calculated and added to the total payable to the agency.

## **6. CLIENT LEAVE - NON-BILLABLE LEAVE PERIODS - PREMIER PACKAGE ONLY**

6.1 The Client understands that under their agreement with TNH, they have the right to a temporary absence from their Placement Term with TNH, where the Client will not be obliged to pay the Weekly Service Fee.

- I. The temporary absence within the timeframes listed below won't affect the end date of the Nanny Placement Service Agreement term.
- II. Leave is calculated starting from the nanny's first working day within your absence until their last working day within your absence.
- III. Non-billable Leave Periods (temporary Client absence) can be broken up over the Placement Term.
- IV. This policy is subject to the following strict leave condition timeframes assigned to the following Placement Terms:
  - Three (3) - five (5) month Placement Term - 1 week Non-billable Leave Period
  - Six (6) - eight (8) month Placement Term - 2 weeks Non-billable Leave Period
  - Nine (9) - twelve (12) month Placement Term - 3 weeks Non-billable Leave Period
  - Thirteen (13) - eighteen (18) month Placement Term - 4 weeks Non-billable Leave Period
  - Nineteen (19) - twenty-four (24) Placement Term - 6 weeks Non-billable Leave Period
- V. The client agrees that if they take additional leave outside of the periods indicated above, whether unexpected or planned, they agree to uphold and pay their Weekly Service Fee payments to TNH according to the fee schedule set out in these Terms and Conditions and the Nanny Placement Service Agreement between the Client and TNH.

6.2 Any leave taken by the Client does not require the nanny to execute the agreed-upon services in the primary site of service for the period of leave.

## **7 TWO WEEK REPLACEMENT GUARANTEE**

7.1 The agency provides a two-week guarantee in which they will offer a replacement nanny at no additional charge if the original nanny does not commence or leaves the job within two weeks of starting, provided that the client has fulfilled all payment obligations and notified the agency in writing within seven working days.

7.2 The client may choose to hire a previously met candidate or have the agency introduce one more candidate for free. However, only one free replacement is offered, and subsequent candidates will incur a separate fee of \$300.

## **8 INSURANCES**

8.1 *Premier Package only:* As a responsible agency, TNH is fully insured with Professional Indemnity Insurance, Public and Products Liability, and Workers Compensation Insurance. Our comprehensive coverage protects both our agency and our nannies in the unlikely event of an accident or occurrence. The Client is not legally obligated to obtain any such insurances when entering into a contract with The Nanny Hub.

8.2 *Cupid and Poppins Package:* Clients engaging The Nanny Hub services acknowledge and agree that it is their sole responsibility to procure and maintain any required insurances in accordance with the prevailing laws and regulations within their respective state or jurisdiction. This includes, but is not limited to, liability insurance, workers' compensation, and any other coverage mandated by applicable laws. The Nanny Hub disclaims any liability for clients' failure to obtain or uphold necessary insurances and strongly advises clients to seek legal counsel to ensure compliance with all relevant statutes and regulations governing their location.

8.3 If the Nanny drives Client's automobile at any point during the agreement period, TNH advises that the Client considers adding their nanny to their car insurance policy. TNH disclaims any and all liability for any damages or loss of such property caused by the Nanny.

## **8 RESPONSIBILITIES OF THE CLIENT**

8.1 The Client shall:

- I. Specify in full within the Instructions the Services required and specify their exact requirements and the requisite period of time that the Client will require the Services.
- II. Pay the appropriate Agency Fee's as set out in this document.
- III. Comply with the conditions of this Contract and any other placement conditions, that may be notified to the Client at any time prior to the placement. The placement conditions may be varied from time to time by written notice to the Client.
- IV. Treat the Nanny with due regard in relation to their reasonable and comfortable work arrangements and personal needs and ensure a safe and healthy working environment.
- V. Ensure that any motor vehicle to be used by the Nanny is:
  - compliant with the relevant road rules (including for child);
  - care seats have been properly maintained;
  - is registered; and
  - is fully insured for all relevant risks.

## **10 TERMINATION OF CONTRACT - PREMIER PACKAGE ONLY**

10.1 Termination of contract entails both parties withdrawing from the Nanny Placement Service Agreement agreed into by both parties, as well as the binding of the terms and conditions outlined in this terms and conditions document.

10.2 Nanny Placement Service Agreements may be terminated with fourteen (14) days written notice, if within reason and terms set out in this section. Failure to provide such notice will obligate the Client to pay TNH the equivalent of four (4) weeks of contracted service.

10.3 TNH may terminate the Contract if the Client fails to effect timely payment of any amounts owing, payable by the Client to TNH within two (2) weeks of such amounts being due.

10.4 The Client may terminate their agreement with TNH if TNH hasn't been able to offer at least one (1) new candidate to the family upon Nanny's termination. At this point, any fees already paid to TNH are non-refundable. Any fees that are due to be paid, will be forfeited in good faith by TNH.

10.5 Either party may terminate the Nanny Placement Service Agreement by notice in writing to the other if:

- I. if the other party commits a material breach of these Conditions and fails to remedy it within a reasonable time after receiving written notice from the other party to do so, or
- II. the other party commits a material breach of these Conditions which cannot be remedied under any circumstances.

10.6 In the case of termination, the Client will not be entitled to a refund of any Agency Fees already paid or any Agency Fees due at the time of termination, and any other payments owed to TNH will become immediately payable in full.

10.7 Upon termination of the Nanny Placement Service Agreement, previously entered into by the Client and TNH, the Client will not solicit any further business or arrangements with the Nanny indicated in the Nanny Placement Service Agreement for a period of twelve (12) months from the date of termination.

## **11 CONFIDENTIALITY**

11.1 All information provided by either party to the other, including but not limited to any personal details relating to the Nanny, Client and Agency, 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 the prior written consent of the other as the case may be.

## **12 INDEMNIFICATION**

12.1 The client indemnifies The Nanny Hub against all expenses, losses, damages, and costs that may be incurred due to the client's breach of contract, providing false or misleading information, unlawful actions, or claims related to taxes or other fees.

12.2 This indemnity continues to apply even after the termination of the Client and Nanny; or Client and Agency contract.

## **13 CHANGES TO TERMS**

13.1 We reserve the right to modify or replace these Terms and Conditions at any time without prior notice. Continued use of our services after any revisions shall be deemed as acceptance of the updated terms.

**14 GOVERNING LAW & JURISDICTION**

14.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of NSW. Any disputes arising from these terms shall be subject to the exclusive jurisdiction of the courts in NSW.

**15 CONTRACTUAL AGREEMENT**

15.1 By submitting the Service Acceptance Form and paying the Recruitment Fee, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.