



Terms & Conditions

The Client

1. I/We understand that Tiny Blossoms Babysitters is the booking agency that allocates an approved contracted Babysitter in accordance with the details provided on the booking form filled out by the client.
2. The booking fee paid is not refundable, except under the circumstances in point 22 of these Terms and Conditions, but may be transferable at the discretion of the agency.
3. The booking fee applies per booking, per babysitter. This may be quoted at a different rate for multiple day bookings.
4. I/We understand that the rate for payment to the babysitter will be quoted upon confirmation of the booking.
5. Sessions must be booked for a minimum of three (3) hours, or as designated by the agency at the time of booking.
 - a. Babysitters must be paid for the minimum booking period even when the actual period of the Session is less.
 - b. After the minimum period applicable, bookings must be made in 30 minute blocks for payment. Any additional time per session that children are cared for over the booked time period must be paid in 30 minute blocks.
6. I/We the Client agree to adhere to the dates, times, location and number of children stipulated and confirmed at the time of booking unless changes to these arrangements are agreed between the client, the sitter and the agency. A minimum notice period of 24 hours must be given for any significant changes to the booking details.
 - a. I/We acknowledge that the agency cannot accept responsibility if the details on the booking form, or details given at time of booking, are incorrect or if I/We choose not to follow the agreed arrangements.
7. The ratios of maximum five (5) children per one babysitter or maximum of three (3) children aged 3 and under per one babysitter must be adhered to.
 - a. To avoid disruption to the babysitter duties and to allow the babysitter to fulfil their contracted duties only the number of and ages of children agreed to may be cared for.
8. I/We the client agree not to contact the babysitter provided through the agency directly to engage that person to provide a babysitting service without paying the agency the booking fee. If I/We wish to discuss retaining an agency provided sitter for ongoing work, a finders fee will apply as stipulated by the agency at the time.

9. The babysitter fee is payable to the babysitter in cash unless another pre-arranged payment method has been agreed between the client and the agency. If the correct payment is not made at the completion of the job and the agency is required to recover the babysitter fee from you, the client, an administration fee of \$50 will be charged.

10. I/We the client are to notify and discuss with the agency at the time of booking if your child or child you are arranging care for has a disability or medical condition, including allergies and risk of anaphylaxis.

11. I/We agree to disclose any and all medical concerns and or recent illnesses that the children to be cared for have been diagnosed with or symptoms that have been present, especially in the previous 2 weeks. In the case of children that become unwell during the babysitting period, the babysitter will attempt to contact the client using the contact details provided. If unable to make contact or if deemed to be an emergency the babysitter can use their expert judgment on whether to call for medical assistance. If the babysitter has serious concerns about a health or medical condition of a child they are caring for, they have my permission to call an ambulance.

12. I/We understand that the cancellation fee payable by the client if less than 3 hours notice is given is 3 hours of the confirmed hourly babysitter rate, payable to Tiny Blossoms Babysitters.

13. I/We understand that we must provide a suitable location and environment in which the children can be cared for safely.

14. In the case of a wedding or event, if there is no designated area for babysitting where children can be contained, and you have booked our services to provide entertainment in an open area where parents are still present, babysitters will provide the best possible care for the children but cannot be responsible for knowing the children's whereabouts and therefore cannot be responsible for their safety.

15. I/We understand that we should notify the agency in writing as soon as reasonably practicable after becoming aware of any circumstances that relate to any act of the babysitter which may be a breach of any of the terms and conditions.

16. If you, the client, has concerns about the suitability of the babysitter you should contact us immediately.

The Agency

17. The agency shall carry out all services with due and professional diligence. 18. The hourly rate confirmed at the time of booking will be upheld. Any additional costs will be advised and confirmation required before proceeding.

19. All contracted babysitters have up to date First Aid Certificates (or equivalent) and NSW Working With Children Checks (WWCC).

20. The contracted babysitter shall carry out all babysitting services with due and professional diligence.

21. The babysitter shall perform the babysitting services as agreed to prior to the start of the babysitting session.

22. If a babysitter is sick or fails to show up, all best attempts will be made to replace the sitter. The agency will refund the booking fee if unable to find a replacement in time.

23. The agency conducts a thorough interview and screening process before allowing a babysitter to be registered with us, however we do not make any warranties as to the babysitters' characters.
24. The agency will always endeavour to provide a babysitter that is suitable for the client's requirements.
25. Babysitters are independent contractors and the agency is not liable for any acts, damage, injury or loss suffered, and/or any amounts arising, from the conduct of a babysitter.
26. The agency also holds public liability and professional indemnity insurance policies, as required.
27. All information provided by either party to the other, including but not limited to any personal details relating to the babysitter and/or the client, 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.
28. This agreement shall be subject to the law in NSW, Australia and the parties agree to accept the exclusive direction of NSW Courts.
29. These terms and conditions may be varied by the agency to comply with its legislative and regulatory obligations. Otherwise, no variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.
30. If there is a dispute under this contract, the parties will use their best endeavours to negotiate, in good faith, to resolve the dispute.
31. If the dispute is not settled by agreement within fourteen (14) days after either party notifies the other in writing of the dispute, the parties will nominate a mediator to solve the dispute through mediation.

Definitions

1. The Agency means the 'Tiny Blossoms' ABN 74 174 175 613. The 'arrangements' mean those details agreed between the agency and the client and the babysitter in relation to provision of the services.
3. Babysitter fee means the fee payable at an hourly rate to the babysitter for provision of the babysitting services.
4. 'Babysitter' or 'Sitter' means the contracted person nominated by the agency to provide the babysitting services.
5. Booking means the booking for the services of a babysitter as specified in the confirmation email.
6. The Booking Fee means the fee payable to the agency for providing the booking services.
7. Booking Form means the booking form as found on the agency website.
8. The Booking period is the period of time booked by the client for the nannying services.
9. Cancellation means cancellation of the booking by the client.

10. Cancellation fee means the fee payable to the agency, as specified in the terms and conditions, if the booking is canceled less than 3 hours prior to the start of the booking period.
11. Client means the person procuring the agency and babysitting services.
12. Conditions means the terms and conditions of supply of services as set out in these Terms and Conditions and any subsequent terms and conditions agreed in writing by the agency and the client from time to time.
13. Confirmation email means the email sent to the client confirming the agreed arrangements for the babysitting service.
14. Finders fee refers to the fee payable to the agency if the client wishes to secure the services of a babysitter provided by the agency on an ongoing basis.
15. Hourly Rate means the hourly rate as set out in the confirmation email.
16. Late fee means the fee payable to the babysitter if the nannying period is extended beyond the agreed time.
17. Minimum booking period means the minimum time period for the babysitting session as stipulated in the confirmation email.
18. Public Holiday means those public holidays designated by the NSW Government.
19. Services means the services provided to the client by the agency and the babysitter.
20. Session means the time period during which the babysitting services are provided.
21. Website means **www.tinyblossoms.com.au**.