

## Terms and Conditions

*This agreement is between 'Abracadabra Childcare Services'  
referred hereafter as ACS, and the client.*

1. ACS strives to provide appropriate casual and permanent candidates for employment by the client. However, ACS will not accept liability for any loss, damage, delay or expense to the client irrespective of how they occur. The client and if more than one, then jointly and severally hereby indemnifies ACS against all actions, claims, losses and damage made or suffered by any Nanny contracted to or employed by the client pursuant to or as a result of the relationship between ACS and the client formed under these terms and conditions.
2. ACS acts as an introduction and booking agent only. The parties to any employment or contractor agreement are the client and the accepted candidate only. Any employment agreement is between the client and the accepted candidate.
3. Introductions of candidates to clients are confidential. Clients requiring further bookings and/or third party referrals must deal solely and directly through ACS. Where bookings are made without the prior knowledge of ACS, the client remains liable for standard fees.
4. ACS scheduled fees are non-refundable unless otherwise outlined.
5. By engaging ACS in seeking a candidate to do work for a client, the client agrees to pay all ACS scheduled fees in relation thereto and is taken to accept the terms and conditions hereof.
6. For all invoiced transactions- if payment is not received by the due date as shown on invoice the client is liable to pay an additional late fee of 10% of the total outstanding balance per month.

### Permanent Candidates (3 Months +)

7. Upon confirmation to ACS of intent to register as a client with ACS candidate for a permanent position the client will be charged the full scheduled fee payable by credit card. The placement will be cancelled if there are insufficient funds or the credit card has expired and there is no alternative form of payment.
8. Upon confirmation to ACS of intent to employ an ACS candidate for a permanent placement of a nanny/babysitter the client will be charged the full scheduled fee payable by credit card. The placement will be cancelled if there are insufficient funds or the credit card has expired and there is no alternative form of payment. Guarantee periods are void if the payment is not processed by the due date.
9. The client shall perform all obligations as an employer including ensuring adequate insurance cover is attained and compliance with any legislation relating to industrial relations, industrial safety, workers compensation, taxation and superannuation.
10. Cancellations:
  - Cancellation of a permanent placement from confirmation of intent to employ up to commencement of employment - The client is liable to pay 50% of the ACS scheduled fee.
  - Should an employee leave of his or her own accord within three months from commencement date - The client is entitled to a 25% fee discount on the next permanent placement. If an employee leaves of his or her own accord outside this period, ACS will offer a 25% reduction in the scheduled fees if the client selects an ACS candidate for a permanent placement within one year from the original commencement date.
  - Special circumstances warranting termination within three months - If termination of employment becomes necessary due to financial or emotional trauma within the client's family, the fully paid scheduled fee may at discretion of ACS be fully refunded except that a casual placement fee for each day worked will be deducted from the refund.
  - Should a candidate prove unsuitable for any reason during the guaranteed one month trial period - ACS will endeavour to provide a suitable candidate within three months. If however these requirements cannot be met, the client is entitled to a 50% refund of the placement fee providing that the fee has been paid in full. If outside this trial period, ACS will offer a 25% reduction in the scheduled fees if the client selects an ACS candidate for a permanent placement within one year from the original commencement date.

### Casual Candidates (4 Hours - 3 Months)

11. Upon confirmation to ACS of intent to register as a client with ACS for a long term casual placement of a nanny/babysitter the client will be charged the full scheduled registration/searchers fee payable by credit card. The registration/search will be cancelled if there are insufficient funds or the credit card has expired and there is no alternative form of payment.
12. Casual booking fees are to be paid by Credit Card at the time of booking. Direct Deposit or Cheque payments may be accepted by prior arrangement; in this case ACS will invoice the client (refer point 6).
13. Clients will pay the candidate directly upon completion of work.
14. Cancellations:
  - **4 Hours – Three Days/Eve Bookings**  
If ACS receives a cancellation of a booking from a client, the full scheduled booking fees still applies. In addition, if the client cancels a casual booking on the same day as the assignment was to be performed, the client will be liable for payment to the Nanny for 4 hours work on each day.
  - **Four Days/Eves to 3 Months Bookings**  
Clients are required to give ACS 3 days notice of cancellation – otherwise full scheduled fees will apply. If ACS receives the cancellation in excess of 3 days prior to commencement, the client can request that their credit card account be credited with 25% of the paid fee or alternatively, use 50% of the duration of the booking at a later date when needed (within 1 year from the commencement date of the original booking). In addition, if the client cancels a casual booking within 48 hours prior to the assignment being performed, the client will be liable for payment to the nanny, 4 hours per day that were due to be undertaken. If the client during an assignment makes a request for cancellation the abovementioned rules may at the discretion of ACS also apply.
15. Should a casual candidate prove unsuitable for any lawful reason - The client will be reimbursed the paid fee in full providing ACS is notified and the candidate leaves the premises of employment within two hours of commencement.
16. Should a casual candidate need to leave due to illness prior to completing the required number of hours to be worked on any one day/eve she/he is to be paid by you the client for the number of hours worked only. The booking fee will not be refunded however, we would endeavour to replace the candidate for that day only upon your request at no extra charge.

Print Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_