



## TERMS OF BUSINESS

These terms and conditions govern the business relationship between: Mini Nanny Agency Pty Ltd ABN 69613298061 (**Mini Nanny Agency**) AND you the CLIENT named below ("**Client**" or "**you**").

1. Mini Nanny Agency is a referral / introduction agency which does not enter into contracts of employment with Nannies.
2. Mini Nanny Agency refers selected Nannies to clients and those clients enter into employment with those Nannies.
3. Online Family Registration Form and Terms of Business are required to be signed and returned to Mini Nanny Agency prior to Nannies being referred.
4. For all permanent and contract placements, a 50% non-refundable deposit of the Agency Fee is required before we will commence our search. Once a suitable Nanny has been confirmed and verbally accepted the client must then pay the remaining balance of 50% prior to the Nanny commencing. All payments will be deposited into Mini Nanny Agency Bank Account, details are provided below. Please note we will not commence the searches until we have received knowledge of payment receipt and if you do not proceed with the process or if you find a Nanny through other means, this 50% deposit will not be refunded. This deposit will remain current for 30 days. If the placement is not confirmed within this time the deposit is forfeited by the client. If work on the role commences after the 30-day period a new deposit is then payable.
5. Mini Nanny Agency is not responsible for any compensation or public liability insurance cover for the Nannies. It is the responsibility of the client as the employer of the Nanny to pay for any compensation or other amounts payable should a Nanny be injured while performing work for a client. It is therefore a requirement of employment that Domestic Workers Compensation Insurance be arranged directly by the client. Contact WorkSafe QLD on 1300 362 128 for further information or visit [www.worksafe.qld.gov.au](http://www.worksafe.qld.gov.au). For Public Liability Insurance to cover accidents in your home you should check your Home and Contents Insurance Policy to ensure your Nanny is covered. Alternatively, you may arrange nanny insurance through NannySure an Australian provider. Motor vehicle insurance should be considered if the Nanny will be using your car.
6. It is the responsibility of the client as the employer of the Nanny to pay any tax due to the Australian Taxation Office. For permanent Nanny placements you will generally need to register for taxation purposes as a group employer, deduct taxation from payments made to Nannies and then remit taxation deductions to the Australian Taxation Office on a regular basis. Taxation advice for a client's specific situation should be sought from the Australian Taxation Office, an accountant or other professional advisor. Payments (less any taxation deductions) for the services rendered by a Nanny on permanent placements must be made directly by the client to the Nanny on a weekly or fortnightly basis as set out in their employment contract.
7. It is the client's responsibility to pay superannuation for Nannies. Superannuation payment advice should be sought from the Australian Taxation Office, an accountant or other professional adviser.
8. Casual bookings require a minimum of 3 hours Nanny service and ONLY arranged by Mini Nanny Agency directly. You are not permitted to collect the Nanny's personal details of any Nanny referred to you for a casual booking (except the extent required to comply with taxation requirements). You agree not to directly contact any Nanny referred by Mini Nanny Agency under a casual booking. At the end of the Nanny's shift for a casual booking, you can pay the Nanny directly OR we will send you a tax invoice at the end of their shift. You agree to pay the invoice within 24 hours of the Nanny finishing their shift. Casual bookings are non-refundable if you decide to cancel and a tax invoice will be sent with payment due within 24 hours of the cancellation.
9. Travel placements are to be paid in full upfront. The travel nanny is not to be shared by another family in another property, or engaging in their services without the agency's consent otherwise a full time permanent fee will be payable. This fee is non-refundable and if you decide to stop using this service



10. Client must provide a safe AND hygienic working environment to any Nanny referred from Mini Nanny Agency.

11. To the extent permitted by law, Mini Nanny Agency accepts no liability for itself, its servants or agents for any loss, damage, costs or compensation which the client may suffer or for which the client may become liable arising out of or in connection with or as a result of the negligence or willful acts or omissions of the Nanny or for injury to a Nanny while performing services for a client.

12. MNA provide a 30-day replacement guarantee on the Nanny leaving within 30 calendar days of the nanny's first day of work or 5-day replacement for temporary/contract Nanny. We do not refund the recruitment cost. The guarantee does not apply if the employee has left the position due to unreasonable working conditions, change of location, change of job description, or if the Nanny has been mistreated. We will endeavor to replace a permanent Nanny once only and it must be the same job brief

13. These fees are reviewed on an annual basis.

### Service Agency Fees

Permanent House / Family Manager: Full-time (31hrs+)	\$ 2100.00
Permanent Nanny: Full-time (31hrs+)	\$ 1870.00
Permanent Part-time (up to 30hrs)	\$ 1650.00
Temporary/ Contract (up to 3 months)	To be discussed
Mother craft Nurse/ Sleep Consultant	Referral fee of \$265
Casual Bookings (min 3hours)	\$ 65.00
Travel Nanny	\$ 950.00
Overnight bookings (up to 24hrs)	\$ 170.00

### Declaration

Signing below indicates your acceptance of Mini Nanny Agency's Terms of Business and the following declaration:

I, **(referred to herein as the "Client" or "You")**

hereby accept and adhere to Mini Nanny Agency's Terms of Business as set out above. I also state all information on this Family Registration Form to be true and correct. I understand that any misleading information may be harmful to my child/children and/or the Nanny/ babysitter/ household staff member for which I will be held fully accountable. I acknowledge that Mini Nanny Agency takes no responsibility for any harm to my family or the Nanny/ babysitter/ Household member.

**Signed:**

**Date:** / /

**Please Note:** Typing your name above is considered to be your electronic signature. Payment of the 50% deposit without signing or returning this form is deemed acceptance by the Client of our Terms of Business. Bank Account details are provided below.

**Payment Details:** BSB: 014245 ACC: 406628359 **\*Please send payment receipt once paid\***

Do you require a paid remittance upon placement ☐ Yes ☐ No