



Customer Terms and Conditions

1. **Our Services.** Coastal Babysitters (ABN 66206628086) ("we") provides a service for customers ("you") to book babysitters ("Sitters") who are registered with us.
 - (a) It is a condition of using our service that Customers refrain from contacting Sitters directly to engage their services. Any approach by a Customer to a Sitter will result in the Customer being refused further access to our service.
 - (b) This extends to referring the Sitter's information to third parties with the intention that they book the Sitter directly.
2. **Agreement.** By proceeding with a booking through us, you are indicating your acceptance of these terms which becomes an agreement between Coastal Babysitters and you.
3. **Minimum booking.** Sessions are booked for a minimum of three hours and four hours during peak holiday periods.
4. **Booking Fee.** Customers agree to pay our booking fee for each session booked unless alternative arrangements have been made. We accept credit card and/or debit MasterCard. Booking fees confirm your booking and are not refundable.
5. **Payment of Sitters.** Sitters must be made to directly by the Customer to the Sitter at the end of the session. Payment should be made in cash, unless you have pre-arranged a credit card payment with Coastal Babysitters prior to the session. Sitters do not have the facilities to accept electronic payments.

The Customer agrees to the following payment terms:

- (a) Sitters must be paid for the minimum booking period even where the actual period of the services is less;
 - (b) Sitters are to be paid for time spent at the premises in excess to the original booking scheduled. Where the Sitter is present longer than the minimum booking period, the fee for the additional time should be calculated on a pro-rata basis based on the hourly rate.
 - (c) Customers will pay the Sitters' parking costs incurred for bookings at hotels or accommodation venues where there is no free parking available at or in the immediate vicinity of the venue.
 - (d) Customers will pay travel fees to the Sitter if the Sitter is required to transport the children. The minimum travel fee is \$5.00 for a trip within an 8-kilometer radius. Any additional travel will incur a fee charged at 65 cents per kilometer.
 - (e) An additional \$10.00 travel fee applies where a Sitter is required to travel to the premises within a 30 kilometer radius, and \$20 for travel exceeding 30 kilometers.
 - (f) If the Customer fails to pay the Sitter on the day, Coastal Babysitters will deduct the fees from your nominated credit card, and an administration fee will apply.
6. Fees are charged at \$20 per hour for 1 – 3 children; and \$25.00 per hour for 4-5 children.
 - **Weddings & Kids Club:** Payment must be made in accordance with our invoice, and at a minimum be paid in full, by the day before your booking.
 7. **Credit Card Authorisation.** The Customer authorizes Coastal Babysitters to debit the nominated credit card for any additional costs incurred under this Agreement arising from variations in the booking, a failure to pay the Sitter or cancellations. All credit card transactions incur a fee of 1.4% plus 29 cents. If the credit card payment is declined we will notify the Customer and request alternative card details to be provided within 24 hours.
 8. **Weddings and Kids Club.** If a meal is provided at the wedding or event, then you agree to provide the Sitter with a meal. If the event exceeds the period of the booking or additional children attend the additional fees will be invoiced to you and payable immediately the day after your event. Sitters are allocated based on the number of children, which means additional children may require further Sitters be provided. If additional children attend the event without prior notice to us, they may not be able to be cared for as part of the group.

9. **Cancellations.** If you cancel the babysitting service, less than 3 hours prior to the booking (and less than 72 hours on New Years Eve) a cancellation fee will be charged to your credit card that is equivalent to the minimum booking period that applies. Cancellations made with more than 3 hours notice (72 hours for New Years Eve) will not incur a cancellation fee, but the booking fee will be retained.
- **Weddings.** Bookings must be cancelled at least 48 hours prior to the booking start time and will forfeit only the booking fees. Cancellation of wedding bookings after this period will be required to pay the full fees.
 - **Kids Club.** Bookings must be cancelled up to 48 hours prior to the event, and will result in forfeiture of the \$100.00 deposit. Bookings cancelled after this time will incur an additional \$100.00 charge.
10. **Availability.** We will try to accommodate requests for specific Sitters however we cannot guarantee a particular Sitter, all services are provided subject to the Sitters' availability. We will do our best to ensure that you are matched with a Sitter that will suit your needs.
11. **Authority.** You warrant and represent that you are the child's parent or guardian or have the authority of the child's parent or guardian to book these services.
12. **Consent.** You grant permission for the children booked, to participate in the scheduled activities and acknowledge that there may be some risk involved.
13. **Sick Children.** You understand that the child may be excluded from participating in care if they have a contagious disease or condition.
14. **Liabilities and warranties.** Babysitters are independent contractors, and Coastal Babysitters is not liable for any damage, injury or loss suffered as a result of the Sitter's actions. We conduct a thorough interview and screening process before allowing a Sitter to be registered with us, however we do not make any warranties as to the Sitters' character. If a Customer has concerns about the suitability of the Sitter you should contact us immediately.
15. **Disclaimer.** Additional costs may be charged for the late collection of children. You acknowledge that it is your responsibility to notify us who will be collecting your child and to contact us if that person changes. You must notify us of any medical illness or food allergies and provide us with all medications or medical equipment that your child may require while in care. It is your responsibility to ensure that children are provided meals and to provide nappies, pull-ups or spare underwear as necessary.
16. **Resolving complaints.** If you have any issue about the services you received, you should express your concerns with the Sitter directly. We also welcome your feedback, however we are not a dispute resolution service and we do not guarantee particular outcomes unless required by law.
17. **Your privacy.** Coastal Babysitters keep all of your personal information secure, and we only keep information as required by law or that is necessary to provide our services to you such as your credit card information to facilitate a smooth booking process for you. Please let us know if you would prefer otherwise.
18. **Legal.** This Agreement will be governed by the laws of Queensland and the parties agree to the jurisdiction of the Queensland courts if any dispute arises. If any part of this Agreement is determined invalid then it should be deleted to the extent of the invalidity but the other parts of the Agreement continue in effect.
19. **Medical Consent.** In case of any medical emergency, I authorise the Sitter who is caring for my children to consent to medical emergency treatment that must be rendered. This treatment being rendered under supervision and advice of any emergency medical person or physician if I cannot be contacted. Any expenses incurred during treatment are my responsibility.