

TERMS OF SERVICE

ORLY ISA MUSCAT (ABN 66 206 628 086) T/AS COASTAL BABYSITTERS

1. Definitions

In these Terms of Service the following definitions apply:

'Booking' means any offer made by the Customer to Coastal Babysitters to purchase Services through Coastal Babysitters, and/or requesting the purchase of Services from Coastal Babysitters, and therein agreeing to these Terms of Service.

'Booking Fee' means the total amount payable by the Customer to Coastal Babysitters in respect to the booking fee and payable upon all Bookings.

'Coastal Babysitters' means Orly Isa Muscat (ABN 66 206 628 086) trading as Coastal Babysitters.

'Customer' means the purchaser of Services.

'Fee' means the fee paid directly to the Sitters in respect to babysitting services provided by the Sitter.

'Services' means the booking agency services and babysitting services supplied to the Customer by or on behalf of Coastal Babysitters.

'Membership' means the yearly membership offered to Customer's of Coastal Babysitters.

'Terms of Service' means the terms as set out in these Terms of Service.

"Sitters" means the babysitters listed on the agency register of Coastal Babysitters who are booked by the Customer through Coastal Babysitters.

"Website" means the Coastal Babysitters website found at www.coastalbabysitters.com.au

2. Terms of Service

2.1 Each Booking made by the Customer to Coastal Babysitters shall be governed by these Terms of Service and the Website Terms and Conditions.

2.2 By submitting the Booking, the Customer agrees to be bound by these Terms of Service.

2.3 Coastal Babysitters reserves the right to reasonably amend, vary, modify and/or replace these Terms of Service at any time, and from time to time.

2.4 The Customer agrees that any variations made to these Terms of Service shall take effect fourteen (14) days after publication on the Website of both the varied Terms of Service and a notification that the Terms of Service have been varied.

2.5 The varied Terms of Service shall not apply to any Booking made prior to notification of the varied Terms of Service.

2.6 The Parties agree that where there is an inconsistency between these Terms of Service and an Invoice, then the terms of the Invoice shall prevail.

3. Services

3.1 Coastal Babysitters is a babysitting booking service. Coastal Babysitters connect the Customer with the Sitters listed on its register.

3.2 It is a condition of this Agreement, and using Coastal Babysitters Services, that the Customer shall not contact any Sitter directly in order to engage their Services. However, in the event that the Customer has a Membership, then it may contact the Sitter directly only to discuss agreed Sessions.

3.3 The condition set out in Clause 3.2 above extends to the provision of the Sitter's information to any third parties with the intention to book the Sitter directly.

4. Bookings

4.1 In consideration of payment of the Booking Fee, Coastal Babysitters agrees to provide the Services ordered in the Booking.

4.2 All Bookings accepted by Coastal Babysitters will be made at the Customer's sole risk.

4.3 Sessions must be booked for a minimum of three (3) hours, and four (4) hours during peak holiday periods and public holidays. In the event that the minimum Session is not booked, the Customer must still pay the Sitter the full amount otherwise payable for the minimum period.

- 4.4 The Customer shall be entitled to cancel a Booking as set out below, however agrees and understands that the Booking Fee shall be retained by Coastal Babysitters.
- 4.5 In the event that the Customer cancels with less than three (3) hours notice prior to the booked session ("Session") (and less than six (6) hours' notice on New Years Eve), then both the Booking Fee shall be forfeited and a Cancellation Fee equal to the booking fee shall be retained.
- 4.6 In respect to wedding events, Bookings may be cancelled at least forty eight (48) hours prior to the Session booked and will only forfeit the Booking Fees. In the event that the Booking is cancelled less than forty eight (48) hours prior to the Session the Booking Fee and the full Fees shall be charged.
- 4.7 In respect to Kids Club events, Bookings may be cancelled up to one week prior to the Session which will result in the forfeiture of the Booking Fee and the One Hundred and Fifty dollar (\$150.00) deposit ("Deposit"). In the event that the Booking is cancelled less than one week prior to the Session the Booking Fee, the Deposit, and an additional One Hundred dollars (\$100.00) shall be charged.

5. Fees and Pricing

- 5.1 All pricing as appearing on Website shall be (unless otherwise expressly stated) in Australian dollars, and shall be payable in Australian dollars as follows:
 - i. the Booking Fee - upon the Booking being made; and
 - ii. the Fee – shall be paid directly to the Sitter upon expiration of the Session.
- 5.2 Coastal Babysitters required the payment of all amounts due and owing immediately upon it becoming due and payable.
- 5.3 We will not commence processing any booking made through the Company's Website unless and until:
 - i. payment for the Booking Fee has been received by us in full; and
 - ii. the booking has passed the Company's internal validation procedures, which are undertaken in order to verify the bona fides of each Booking for the purpose of preventing credit card and other fraud.
- 5.4 The Company reserves the right at its discretion to:
 - i. at any time prior to your Booking being accepted in accordance with the Website Terms of Use and these Terms and Conditions, cancel the Customer's Booking; and
 - ii. at any time refuse to provide the Services to the Customer.
- 5.5 Payment of the Fee to the Sitter shall 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.
- 5.6 The Customer agrees the following payment terms:
 - i. Sitters must be paid for the minimum booking period even when the actual period of the Session is less;
 - ii. Sitters are to be paid for any time spent at the premises in excess of the original booked Session. The Fee for any additional time shall be calculated on a pro rated basis of the hourly Fee.
 - iii. Customers agree to pay any reasonable parking costs incurred by the Sitter.
 - iv. Customers agree to pay the reasonable travel costs of the Sitter if the Sitter is required to transport any child. The minimum travel fee shall be \$5.00 for a trip within an eight (8) kilometre radius. Any additional travel shall incur a fee calculated at sixty five (65) cents per kilometre.
 - v. A Ten Dollar (\$10.00) travel fee shall be applied where the Sitter is required to travel to the premises within a thirty (30) kilometre radius, and a Thirty Dollar (\$30.00) fee for travel exceeding thirty (30) kilometres.

- vi. In the event that the Customer fails to pay the Sitter its Fee on the expiry of the Session, then Coastal Babysitters reserves the right to deduct those Fees from the nominated credit card, and administrative fees shall apply.
- 5.7 The Fees charged by each Sitter shall be as follows:
- i. Twenty Dollars (\$20) per hour for one to three (1-3) children;
 - ii. Twenty Five Dollars (\$25) per hour for four to five (4-5) children; and
 - iii. Twenty Five Dollars (\$25) per hour for three (3) children under the age of three (3).
- 5.8 Corporate Events, Weddings, and Kids Clubs shall be charged at the Fees advertised on Coastal Babysitters' Website and/or as quoted by Coastal Babysitters.
- 5.9 By placing the Booking the Customer authorises Coastal Babysitters to debit the nominated credit card for any agreed and/or additional costs incurred pursuant to this Agreement. Such additions may arise from variations in the Booking, a failure to pay the Fee to the Sitter directly, and/or cancellations. All credit card transactions shall incur a fee of 1.4% plus twenty nine (29) cents. In the event that the credit card is declined then Coastal Babysitters shall contact the Customer directly to obtain alternative credit card and/or payment arrangements.
- 5.10 Additional fees may be charged in the event that the child is collected after the agreed Session end time.

6. Delivery of Services

- 6.1 Whilst Coastal Babysitters will make all reasonable efforts to supply the Sitters required for any Session Booked, Coastal Babysitters cannot guarantee the Services of a particular Sitter, or a Sitter at all.
- 6.2 By making the Booking, the Customer agrees to the child(ren) participating in all scheduled activities and acknowledge that there may be some risk involved, for which Coastal Babysitters does not accept liability.
- 6.3 In the event that a child has a contagious disease or condition which at the Sitter's or Coastal Babysitters' sole discretion may cause a degree of risk, then the child may be excluded from the Booking, at the Sitter's and/or Coastal Babysitters' sole discretion.
- 6.4 The Customer agrees that it is their responsibility to advise Coastal Babysitters as to who will be collecting the child and to contact Coastal Babysitters immediately should this be amended.
- 6.5 The Customer must notify Coastal Babysitters of any medical illness, food allergies, and must provide the Sitter with all medications and medical equipment that the child may require. It is the responsibility of the Customer to ensure that the child is provided with adequate meals, nappies, pull-ups and/or spare underwear as necessary.
- 6.6 The Customer understands and agrees that Coastal Babysitters shall not be held liable for any late delivery or failure to deliver the Services caused by a force majeure event, including not limited to strikes, explosions, floods, riots, lockouts, injunction, interruption or transport accidents, inability to obtain equipment, government action, mechanical breakdown, interruption to internet service, any interruption, suspension, war, or an act of God. Coastal Babysitters may with the consent of the Customer cancel the Booking, after which the Customer shall have no further claim to the Services.

7. Weddings, Corporate Events, and Kids Club

- 7.1 In the event that a meal is provided at a wedding or event, then the Customer agrees to provide the Sitter with a meal.
- 7.2 In the event that the event exceeds the Session time booked and/or additional children attend the event, then additional fees may be payable by the Customer and shall be invoiced and payable immediately.

7.3 It is agreed and understood that Sitters are supplied based on the number of children Booked for the Session, in the event that the number of children exceed the number Booked, then by law there may be a need to acquire additional Sitters. In the event that additional unexpected children attend the event, they may not be able to be cared for as there may not be enough Sitters available at such short notice.

8. Membership

8.1 Coastal Babysitters offers its members a membership to the Coastal Babysitters Services ("Membership"). This yearly Membership of Two Hundred Dollars (\$200.00) waives the Booking Fee for all Bookings during the Membership year of a chosen time. Anything outside this time will still incur the standard booking fee. Public Holidays are not included on the membership.

9. Refunds and Complaints

9.1 To the extent permissible by law, Coastal Babysitters will not refund, exchange or redeem for cash any Booking Fee made to it for Services ("Payment").

9.2 In the event that the Customer has any complaints in respect to the Service, then the Customer shall first raise the issue with the Sitter directly, with a copy sent to Coastal Babysitters. However, Coastal Babysitters is not a dispute resolution service and we do not guarantee particular outcomes unless required by law.

10. Medical Consent

10.1 In case of any medical emergency the Customer authorises the Sitter caring for the child to consent to any medical emergency treatment that must be rendered. This treatment shall be provided under the supervision and advice of any emergency medical personnel or physician if the Customer cannot be contacted. Any expenses incurred during this treatment shall be paid by the Customer.

11. Warranties

11.1 The Customer warrants that it is the legal parent or guardian of the child(ren) and have the authority to Book the Session.

11.2 At no stage and in no event shall Coastal Babysitters be responsible for any loss, damage, cost, or expense suffered, incurred or sustained by the Customer arising out of or through the negligence of Coastal Babysitters, its Sitters, its agents, or employees.

11.3 The warranties contained herein shall not be read or applied so as to purport to exclude, restrict or modify the application in respect to the supply of Goods or services pursuant to these Terms of Service of any or all of the provisions of the *Competition and Consumer Act 2010* (Cth) ("CCA") or any other statute of any state or territory of Australia which by law cannot be excluded or modified.

12. Limitation of Liability

12.1 The Customer agrees and understands that the Sitters are independent contractors and that Coastal Babysitters shall not be liable for any damage, injury, or loss suffered as a result of the Sitter's actions. Coastal Babysitters' conducts thorough interviews, background checks, and a screening process before allowing any Sitter to join the register, however Coastal Babysitters do not make any warranties as to the Sitter or the Sitter's character. If a Customer has any concerns in respect to any Sitter then the Customer should contact Coastal Babysitters immediately.

12.2 Except as provided for in these Terms of Service, Coastal Babysitters makes no representation of any kind, express or implied with respect to the provision of the Services.

12.3 To the extent any warranty is made, the sole and exclusive remedy for a breach of any warranty is at Coastal Babysitters' option to either replace Services in question, or return the value of the total sum payable by the Customer pursuant to this Agreement.

12.4 To the extent permitted by law, all conditions, warranties, and terms implied by law and any liability for consequential or indirect damages are excluded from these Terms of Service.

13. This Agreement

- 13.1 This Agreement shall be subject to the laws of the Queensland, and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland.
- 13.2 Any provision of, or the application of any provision of, this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 13.3 Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 13.4 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.
- 13.5 The failure of either party at any time to require performance by the other party of any provision of this Agreement does not affect the party's right to require the performance at any time.
- 13.6 The waiver by either party of a breach of any provision must not be held to be a waiver of any succeeding breach of the provision or a waiver of the provision itself.
- 13.7 This Agreement supersedes all previous agreements, arrangements, understandings, representations or any other communication in respect of the subject matter of this Agreement and embodies the entire agreement between the parties.
- 13.8 This Agreement may not be changed or modified in any way subsequent to its execution except in writing signed by the parties.
- 13.9 In this Agreement, headings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:
- (a) words importing the singular include the plural and vice versa;
 - (b) words with a capital letter where defined in this Agreement have that meaning;
 - (c) words importing a gender include any gender;
 - (d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
 - (e) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
 - (f) a reference to any thing (including, but not limited to, any right) includes a part of that thing;
 - (g) a reference to a party in a document includes that party's successors and permitted assigns;
 - (h) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
 - (i) a reference to a document or agreement includes all amendments or supplements to, or replacements or novations of, that document or agreement.
- 13.10 The Customer indemnifies Coastal Babysitters against any or all taxation liability arising from this Agreement or Services provided to the Customer.
- 13.11 The foregoing provisions of this Agreement apply except as otherwise agreed in writing between the Customer on the one hand and Coastal Babysitters on the other.