



TERMS OF SERVICE

Orly Muscat t/as Coastal Babysitters [ABN 66206628086] (“we”/”us”) are a babysitting booking service. We connect you with Babysitters listed on our Register. We conduct thorough interviews, background checks, and a screening process before allowing any Babysitter to join our Register. It is a pre-condition of using our service that you must not under any circumstances contact any Babysitter directly or provide a Babysitter’s information to a third party.

BOOKINGS

In order to book a Babysitter, you need to book through our website. The Booking Fee must be paid at the time of booking to secure your booking. When making a booking, you warrant that you are the legal parent or guardian of the child(ren) and have the authority to book the Babysitting Session. You further warrant that the information provided when booking is true and correct. We may at our sole discretion accept or decline any booking.

You may book a Babysitter for any length of time, however, there is a Minimum Session Fee that is payable. You must notify us of any medical illnesses and food allergies at the time of booking.

NO GUARANTEES FOR VARIATIONS TO BOOKINGS

Whilst we will make all reasonable efforts to supply the Babysitters you require, we cannot guarantee the services of a particular Babysitter, or a Babysitter at all until a booking is confirmed. It is agreed and understood that Babysitters 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 Babysitters. In the event that additional unexpected children attend they may not be able to be cared for as there may not be enough Babysitters available at such short notice. Any changes to your Booking may be agreed or otherwise at our sole discretion.

SICKNESS AND COVID-19

You must notify us if your child, or any children are sick, even at late notice. You acknowledge and agree that COVID-19 is extremely contagious and is believed to spread from person to person contact and the Session will involve close personal contact. You further acknowledge and agree that you or your child may be exposed to or infected by COVID-19 during the Session and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

You confirm that your participation (and that of your minor child) in the Session is voluntary and that you (and your child) knowingly assume all risks of COVID-19 above.

THE SESSION

To ensure the Babysitter is able to properly care for your child or children you must:

- inform the Babysitter at the beginning of the Session of any medical illness and any food allergies;
- provide the Babysitter with all medications and medical equipment that the child may

require; and

- ensure that the Babysitter understands what to prepare in the way of meals for the child, where nappies, pull-ups and/or spare underwear are kept, their sleeping habits, and any other behavioural or relevant information.

EMERGENCIES

In case of any medical emergency you authorise the Babysitter caring for the child to administer any medical emergency treatment. This treatment shall be provided under the supervision and advice of any emergency medical personnel or physician if you cannot be contacted. Any expenses incurred during this treatment must be paid or reimbursed by you.

FEES

To secure a booking you must first pay the Booking Fee. Then, at the end of a babysitting Session you must pay the Babysitter their Fee directly the cash or via EFT as soon as possible, and within 24 hours. The Fee must be calculated at the Babysitting Rates that are currently advertised on our website. You must also pay the Babysitter their Travel Fee for travelling to and from the Location.

Where you have returned later than the Session end time, you must pay for any additional time in addition to the Fee. This is to be calculated on a pro-rata basis of the hourly Rates, in 30 minute increments. Where you have required the care of additional children, this must also be paid for. You must also reimburse the Babysitter for any reasonable parking fees, and travel fees during the Session at the rate of one dollar (\$1) per kilometre.

Any unpaid fees will be automatically deducted from your credit card with an additional Administrative Fee charged.

AUTHORITY

By placing the booking you authorise us to debit your 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 correct Fee or for additional time or additional children to the Babysitter directly, a failure to pay the Travel Fee, parking and other fees 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 we will contact you directly to obtain alternative credit card and/or payment arrangements.

CANCELLATIONS

Where you cancel with less than three (3) hours notice prior to the Babysitting Session the Booking Fee is forfeited and the Minimum Session Fee will be charged. In the event that a child has a contagious disease or condition which at the Babysitter's or our sole discretion may cause a degree of risk, then we may cancel the Babysitting Session, and/or the child may be excluded from the Booking, at the Babysitter's and/or our sole discretion.

PHOTOS

Our Babysitters take photos of your children and will send them to you. They are instructed to delete all photos immediately after sending, and no photos are posted on any social media sites, without your prior express permission.

PICK UP

You must let us know if someone else will be picking up the child or coming to the Location. You must also let the Babysitter know if you will be arriving back late, and an ETA.

COMPLAINTS AND DISPUTES

In the event that you have any complaints please raise them directly with the relevant Babysitter. All our Babysitters are independent contractors, and whilst we use our reasonable endeavours to ensure they are of good character we do not make any warranties as to the Babysitter or the Babysitter's character.

If a dispute arises, you acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

LIABILITY

To the extent permitted by law, our liability is limited, at our option to:-

- the replacement of the services or the supply of equivalent services; or
- the payment of the cost of replacing the services or of acquiring equivalent services.

You agree and acknowledge that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from the booking or the babysitting services. This includes, but is not limited to any loss, personal injury, death, negligence, loss of salary, property damage, loss of enjoyment, or reliance on our services.

In any case, our liability to you will not exceed the amount actually paid by you to us for the most recent Session.

You acknowledge, agree and undertake that you shall be the legally responsible party for any conduct by you in respect of any legal proceedings and you agree and undertake to indemnify us and keep us at all times fully indemnified from and against any Claims whatsoever arising directly or indirectly as a result of any breach by you of this Agreement, any conduct by you in using our services, any third party claims.

THE GOVERNING LAW AND OTHER MATTERS

This agreement completely states the agreement of the parties as to its subject matter. It supersedes, and its terms govern all previous communications, representations, inducements, undertakings, agreements and arrangements between the parties in respect of its subject matter. This Agreement may not be modified or amended except in writing signed by both parties. If any Services have been provided by us before the date of signing of this Agreement, the parties agree that this Agreement applies retrospectively. The failure by us to exercise any right, or enforce any provision in these Terms does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. This Agreement must not be transferred or assigned without the prior written consent of the other party. This Agreement is governed by the laws from time to time in

force in the state of QLD Australia. Both parties agree to unconditionally submit to the non-exclusive jurisdiction of the courts of QLD for determining any dispute concerning this Agreement.

DEFINITIONS

“Administration Fee” means the administration fee we charge you when we need to debit your credit card for unpaid fees.

“Babysitters” means the Babysitters listed on our agency register and who are booked by you.

“Babysitting Rates” are the babysitting rates as advertised on our website from time to time.

“Booking Fee” means the booking fee as advertised on our website from time to time.

“Claims” means any claim under statute, tort, contract or negligence, any demand, awards or costs.

“Fee” means the fee paid directly to the Babysitters in respect of the Babysitting Session and calculated at the Rates.

“Location” is the location you notify us for the booking.

“Minimum Session Fee” means the minimum fee that is payable to the Babysitter, and is the relevant Rate x 3 hours.

“Rates” means the babysitting rates as advertised on our website from time to time.

“Register” means the babysitting register that lists all our current registered babysitters.

“Session” means the babysitting session on the dates and times and for the number of children at the Location that you make a booking for.

“Travel Fee” means the travel fee payable by you.

“We, Us” means Orly Muscat t/as Coastal Babysitters [ABN 66206628086] and includes all our directors, officers, employees independent contractors, agents consultants and other representatives.