

Jizoo Childcare Solutions Pty Ltd - Terms and Conditions

This Contract outlines the terms and conditions for the provision of Services to the Customer by Jizoo Childcare Solutions Pty Ltd (ACN 624 375 471) (hereinafter referred to as "Agency"). By accepting this Contract the Customer agrees to be bound by these terms and conditions.

1. In this Contract, words that are capitalised have the following meaning:

(a) Candidate means any Au Pair, nanny, mothers help, housekeeper or other childcare professional introduced by the Agency to the Customer.

(b) Introduction means where the Agency provides to the Customer via phone, email, post or any other means of communication the details of a Candidate which may include but is not limited to their resume and other personal information.

(c) Placement Fee means the fee listed on the application form.

(d) Placement Requirements means any requirements of a Candidate advised by the Customer to the Agency at the time of entering into this Contract.

(e) Services means the introduction of Au Pairs for consideration by the Customer of entering into a Placement with such Au Pair;

(f) Customer means the person listed on the front page or such other person as directed by the Customer as having the authority to provide instructions on the Customer's behalf.

(g) Vetting Procedures means a reasonable search by the Agency into the background of the Candidate including where able visa checks, driving licence checks, working with children checks, medical insurance checks, character references and employment references.

2. All references to "The Agency" includes successors and assigns.

3. Agreement

By executing this Contract the Customer requests the Agency to provide the Customer with the Services in accordance with the terms of this Contract. The Customer accepts this Contract by either:

(a) signing the Contract;

(b) verbally accepting the Contract; or

(c) advising in writing or by email that the Customer wishes to proceed with the Services after receiving a copy of this Contract. **The Customer acknowledges that the Agency provides a placement service only and is not obliged to provide Au Pair services.**

4. Services

(a) The Agency will within a reasonable time seek to introduce Candidates to the Customer who substantially meet the Customer Placement Requirements and who following our Vetting Procedures the Agency reasonably believes to be a suitable Placement.

(b) The Agency will undertake the Vetting Procedure however the Agency cannot promise to the Customer:

(i) the conduct of the Candidate;

(ii) the suitability of the Candidate;

(iii) the Candidates character, integrity or honesty; or

(iv) that the Candidate will complete any Placement.

(c) The Customer agrees that the Customer must also interview and ask questions of the Candidate to ensure that they meet the Customer Requirements before entering into any Contract with a Candidate for any Placement.

5. Fees

(a) If the Customer agrees to a Placement with any Candidate then the Customer must pay the Agency the Placement Fee within seven (7) days.

(b) The Customer agrees that they must advise The Agency of any Placement within one (1) business day.

(c) The Agency may vary the Placement Fee by a thirty (30) day notice to the Customer in writing.

(d) The Customer agrees and acknowledges that the Placement Fee is payable for each Placement. The

Customer further agrees that a Placement Fee may be payable for the same Candidate if the Customer undertakes a further Placement with the Candidate within 6 months of a Placement previously ending.

(e) Placement Fees and other amounts payable must be paid by electronic funds transfer into an account as nominated by the Agency.

(f) The Customer agrees that an extension fee will be payable for any extensions to placements.

(g) The Customer agrees that no refunds will be given should the Customer terminate the agreement prior to the placement commencing or over the course of the placement, and a new Placement Fee will be payable to find another Candidate if the placement is terminated after 30 days of the placement commencing.

(h) The Customer agrees that should an Au Pair terminate the placement prior to the Au Pairs arrival, there will be no refund of the Placement Fee, however the Agency will endeavour to find a replacement Au Pair as soon as possible subject to available candidates

(i) The Customer agrees that there will be no refunds to the Placement Fee should an Au Pair terminate the placement before the end of its agreed term. If an Au Pair terminates the placement within 30 days of the Placement commencing, the Agency will endeavour to find a replacement Au Pair as soon as possible subject to available Candidates.

6. Customer obligations

(a) The Customer must ensure that:

(i) they provide the Agency with reasonable requirements for a Candidate;

(ii) the Customer application is accurate and not misleading;

(iii) the Customer provides a safe workplace for the Candidate.

(b) The Customer acknowledges and agrees that:

(i) the Agency provides an introductory service only, it is the Customer's responsibility to negotiate the terms of any Placement;

(ii) the Customer contracts directly with the Candidate and the Agency does not have any contract with the Customer to provide any Au Pair service to the Customer;

(iii) the Agency does not control or make any promises regarding the actions of the Candidate during the Placement;

(iv) it is the Customer's sole decision whether to contract with a Candidate;

(v) the Customer must satisfy itself with regard to the suitability of the Candidate and ensure that they meet the Customer Placement Requirements;

(vi) the Agency cannot promise a successful outcome with a Candidate or the Customer satisfaction with any Placement;

(vii) the Agency will not refund any Placement Fee due to the conduct of the Candidate; and

(viii) the Agency is not responsible for any serious incident as we are an introduction agency only.

(ix) the Customer must provide to the Agency a police check for all adults living in the premises where the Placement is to be undertaken.

7. If the Customer is in default of payment and action is taken to recover any debt then the Customer will be responsible for all costs incurred and interest will be payable at the rate of 10% per annum.

8. The Customer agrees that the Agency may assign this agreement by notice to the Customer in writing.

9. The Agency will not be liable to the Customer in the event of an Au Pair cancelling a Placement prior to

commencement. The Agency will not be required to refund the Placement Fee however the Agency will source another Candidate who meets the Placement Requirements without the requirement to pay a further Placement Fee.

10. The Customer agrees that the aggregate liability of the Agency to the Customer in respect of any causes of action whether under contract, tort, statute or in equity arising out of or in connection with this agreement is limited to the aggregate of any Engagement Fee or Placement Fee actually paid.

11. This Contract constitutes the entire agreement between the Customer and the Agency and the Customer acknowledges that the Customer has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Agency which has not been expressly included in this Contract.

12. The Agency may vary or change these terms and conditions in our discretion by notice to the Customer in writing.

13. To the extent permitted by law, any implied terms that may be read into this agreement are excluded.

14. Guarantee

(a) If within 30 days of the commencement of a Placement with a duration of 6 months or greater:

(i) the Customer notifies the Agency that the candidate is not suitable; or

(ii) the Candidate resigns,

the Agency will use its best endeavours to provide a replacement Candidate without the requirement to pay a further Replacement Fee.

(b) The replacement guarantee is subclause (a) will not apply where the Placement is temporary, terminated prior to commencement of the Placement by the Customer or the Customer does not comply with this agreement, its agreement with the Candidate or all applicable law.

15. Liability Release and Acknowledgement

(a) The Customer releases the Agency, its employees, agents and partner agencies from all liability, damages, costs, loss, claims, demands and/or actions for:

(i) personal injury;

(ii) any action, omissions, negligence, crimes committed or claims of any nature arising from the Candidate at the Placement;

(iii) sickness or death;

(iv) property damages and expenses of any nature; and/or

(v) any and all consequential loss.

(b) The Customer understands its obligations and requirements to:

(i) obtain workers compensation insurance (if required by State legislation);

(ii) Add Au Pairs to the Customer's car insurance policy;

(iii) Notify home and contents insurance provider of Au Pair;

(iv) Pay super for the Au Pair into a nominated super account for any Au Pairs working greater than 30 hours a week; and

(v) Seek advice from an accountant or the ATO regarding requirements to withhold tax on behalf of the Au Pair.