

## 1. DEFINITIONS

### 1.1 In these conditions:

(a) 'Babysitter' means any babysitter introduced to the Principal by the Booking agent from time to time;

(b) 'Babysitters Services' means the child minding services performed by the babysitter for the Principal;

(c) 'Booking Agent' means Susan Ann Kugler trading as Sitters4kids;

(d) 'Booking Fee' means the Booking Agents Charges per booking as described in item 5, or if no amount is described, then twenty dollars per standard booking and twenty dollars per urgent booking, including GST;

(e) 'Claims' means all loss, damage and claims of every kind for any type of legal relief whatsoever, and includes all costs in

(f) connection with any claim assessed on a full indemnity basis;

(g) 'GST' means a tax, levy, duty, charge or deduction together with any related additional tax, interest, penalty, fine or other charge imposed by a GST law;

(h) 'GST Law' means the New Tax System (Goods and Services Tax) Act 1999 and any act enacted in addition or substitution to it;

(i) 'Indemnity Subject Matter' means:

(i) any injury to or death of a person;

(ii) any claims and demands;

(iii) any loss or damage; and

(iv) any penalty, expense, cost, loss or otherwise of whatsoever nature, arising directly or indirectly from the performance or non-performance of the Services and/or the Babysitter's Services.

(j) 'Principal' means the parents/caregivers of the child/ren being babysat

(k) 'Principal's Children' means the children being babysat

(l) 'Services' means finding and placing with the Principal for specified period a Babysitter.

### 1.2 Interpretation

In the Interpretation of this agreement:

(a) singular includes plural and vice versa;

(b) Any gender includes every gender;

(c) A reference to anything after the words 'includes' or 'including' does not limit what else might be included;

(d) References to a person include a corporation, association, partnership, Government Authority, or any legal entity;

(e) References to statutes including statutes amending, consolidating or replacing the statutes referred to and all regulations, orders in council, rules, bylaws and ordinances made under those statutes;

(f) Where any word or phrase is a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;

(g) Covenants by each party include an obligation to procure compliance by each of the parties employees and all other persons under the control of that party;

(h) Where a party consists of more than one person the covenants of the part of the party bind each two or more persons jointly and each person severally. The release of one of the persons from an obligation does not release any other person who may jointly be liable;

(i) Any undertaking by a party not to do any act or thing is taken to include an undertaking not to permit or suffer the doing of the act or thing;

(j) Where under this Agreement the day on or by which any act or thing is to be done is not a Business Day that act or thing must be done on the next Business Day following the due day;

(k) All annexures, schedules and other attachments (if any) form part of this Agreement.

## 2. SERVICES

2.1 The principal engages the Booking Agent to perform the Services.

2.2 The Booking Agent will provide the Principal with a Babysitter's Profile. The Principal will be responsible for making all other enquiries of and about the babysitter so as to determine the Babysitter's suitability to provide the Babysitter's Services for the Principal.

2.3 The Booking Agent does not make any representation or warranty about:-

(a) the quality or performance of the Babysitter's Services; and

(b) The fitness, character, responsibility or suitability of the Babysitter to perform the Babysitter's Services.

## TERMS AND CONDITIONS FOR SITTERS4KIDS BABYSITTING AGENCY/ PROCURMENT AGREEMENT Page 2

### 3. BOOKING FEE

3.1 The Principal will pay the Booking Agent the Booking Fee on each and every occasion that a booking is made for a Babysitter.

3.2 The Principal acknowledges that an urgent Booking Fee is payable:

(a) if the Principal should give less than twenty four (24) hours' notice to the Booking Agent of the Principals requirement for a Babysitter; and

(b) On Public Holidays.

3.3 The Booking Fee is due and payable before the Babysitter's Services are performed.

3.4 If the Booking Fee is not paid within the period stated in clause 3.3, then the outstanding amount will accrue interest at the rate of 11% per annum.

#### 4. ENGAGEMENT OF BABYSITTER

4.1 The Principal must engage the Babysitter and will be responsible for making payment to the Babysitter for the Babysitter's

Services. The Principal engages the Babysitter at the Principal's own risk and expense.

4.2 Any amount paid by the Principal to the Babysitter is in addition to the Booking Fee.

3. The babysitter is responsible for paying their own taxation and superannuation, and disclosure of earnings, if applicable.

The babysitter agrees they will be responsible for collection of payment directly from the client, at the completion of their assignment.

Sitters4kids are not responsible for collecting fees on behalf of the sitters.

#### 5. EXCLUSIONS AND LIMITATIONS

5.1 Subject to clause 6, the Booking Agent excludes from this Agreement all conditions, warranties and terms implied by statute, general law or custom.

5.2 If the Principal claims that the Booking Agent is liable for loss or damage, no claim for the loss or damage may be made unless notice of the claim is lodged in writing with the Booking Agent within seven (7) days of the date that the event giving rise to the damage or loss occurred.

5.3 The failure to notify the Booking Agent of a claim within the time specified under clause 5.2 is evidence of satisfactory performance by Booking Agent of its obligations under this Agreement.

5.4 For any claim made by the Principal against the Booking Agent, the Principal must first claim under any insurance policy it has and the Booking Agent's obligation is limited to the payment to the Principal of an amount equal to any reasonable excess payable on the Principal's policy in respect of the Claim.

5.5 Each of the Booking Agent's servants, agents, employees and sub- contractors are entitled to the full benefit of these conditions, including any releases, indemnities, exclusions and limitations of liability, to the same extent as Booking Agent.

#### 6. FAIR TRADING

These conditions are subject to any applicable implied warranty in the Fair Trading Act 1892 which cannot be excluded, restricted or modified.

#### 7. PRINCIPAL'S OBLIGATIONS

7.1 The Principal must inform the Babysitter and the Booking Agent of any matter which is likely to pose a threat to any person or cause damage to any property.

7.2 It is an essential term of this Agreement that for any and all Babysitter's Services, that the Principal make a booking with the Booking Agent. The Principal is not permitted to make bookings with any Babysitter direct. If the Principal breaches this clause 7.2 then the Principal must still pay the Booking Agent its Booking Fees as if the Principal had made these bookings through the Booking Agent.

#### 8. PRINIPAL'S WARRANTIES AND INDEMNITIES

The Principal warrants that it has authority to accept these conditions for itself and for any other person whom the Principal is acting.

#### 9. GST

All amounts payable in, under or by this Contract are inclusive of GST.

The Principal releases and indemnifies the Booking Agent from the Indemnity Subject Matter.

#### 10. LAW

These conditions are governed by the laws of Queensland and the parties submit to the exclusive jurisdiction of the Courts of that State.

#### 11. SEVERABILITY

If a condition or part is unenforceable the unenforceability does not affect any other part of the condition or any other condition but rather it will be severed from them