



ACN 100 026 766

Thank you for your interest in Simply Helping’s Nanny service.

Client Application and Agreement:

Your Name: _____

Your Age: _____ Your Occupation: _____

Your Work Phone: _____ Your Home Phone: _____

Your Mobile Phone: _____

Your E-mail Address: _____

Your Employer: _____

Spouse’s Name: _____

Spouse’s Age: _____ Spouse’s Occupation: _____

Spouse’s Work Phone: _____ Spouse’s Mobile Phone: _____

Spouse’s Employer: _____

Current Home Address: _____

City: _____

Postal Address (if different to the Home Address): _____

Credit Card Details: Master/Visa

Card Number: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ Expiry date: _ _ / _ _

Name on Card: _____

Child(ren)’s information: (NAME, AGE, INTERESTS)

Please provide two character references:

Name, Relationship, Telephone

1. _____

2. _____

Nanny Requirements and home information

Age: _____ Start date: _____ Completion date: _____

Live-in/Live-out nanny/Part-time/Full-time/Casual (please circle)

Please list any special skills required: (i.e. swimming, CPR, driving, etc.)

Hours: _____ Days: _____ Evenings: _____ Weekends: _____

Holidays (if applicable): _____ Rate of pay: \$___/___an hour

Will a car be provided for the nanny in the carrying out of her duties? _____

If not, will the nanny be required to use her own car in the carrying out of her duties? _____. If so, will the nanny be paid a Fuel Allowance? _____

Where will the nanny be required to transport the child/children to?

Special duties including housework and cooking: _____

Will the Nanny have a separate room (if live-in)? _____

List Pets, if any: _____ Does anyone smoke in your house? _____

Extra benefits: TV, Phone, Other _____

Any health problems with anyone in your family: _____

By signing this, I hereby certify that the above are true and that I/we agree to the terms set forth in the enclosed Employer Agreement. I agree to release and promise to hold SIMPLY HELPING PTY LTD harmless for any act of the Nanny. I also agree to hold SIMPLY HELPING PTY LTD harmless of any claim as a result of the placement.

Signature: _____ Date: _____

Agreement between _____ (herein referred to as "Employer" or "You") and SIMPLY HELPING PTY LTD (herein sometimes referred to as "we") a registered business in Australia.

The Employer understands and acknowledges that SIMPLY HELPING PTY LTD is not an agent or representative of the Nanny and that SIMPLY HELPING PTY LTD is not in any way liable for any loss, damage, expense or injury which the Employer or any other person may suffer or incur as a result of the wrongful acts, omissions, or negligence of the Nanny.

SIMPLY HELPING PTY LTD shall not have responsibility for paying or withholding any taxes, social security contributions or insurance premiums required or arising from the Nanny's employment with the Employer.

Fees are available from the local office (See [Contacts](#)). Payment is made by 15% of fee 'up front' (this portion is non-refundable) and the balance when the Nanny commences employment with you. There is no charge to the Nanny.

The Nanny's hours of duty, if full-time, will be between 8 and 10 hours per day with rest periods to be determined. Days off will be at least two days off per week.

SIMPLY HELPING PTY LTD is a referral service and shall not be liable for any damages caused by any Nanny referred to you. SIMPLY HELPING PTY LTD assumes no liability or responsibility to confirm and verify all information and references supplied to the Employer to ensure such placement. The Employer agrees that SIMPLY HELPING PTY LTD is not responsible for events beyond their control. SIMPLY HELPING PTY LTD is not liable for the acts and/or the omissions of the Nanny. SIMPLY HELPING PTY LTD is not liable for any claims of whatever nature the Nanny may have against the Employer and the Employer hereby agrees to indemnify and hold SIMPLY HELPING PTY LTD harmless from any and all such claims. The Employer agrees that if SIMPLY HELPING PTY LTD finds that

the Nanny is being subjected to unfair, harsh or exploitive conditions in the Employer's household, as determined by SIMPLY HELPING PTY LTD in its sole judgement, SIMPLY HELPING PTY LTD may withdraw the Nanny from the household. In said event, the Employer shall not be entitled to replacement or refunds on the Nanny Placement Fee.

SIMPLY HELPING PTY LTD warrants your Nanny for 30 days from the date of arrival in your home. If within that time you find the Nanny to be unsatisfactory, or, if the Nanny should resign, SIMPLY HELPING PTY LTD will attempt to provide a qualified replacement. If we are unable to provide you with a suitable replacement or the Employer does not wish to continue working with SIMPLY HELPING PTY LTD, we will refund a percentage of the total fee paid as per the following schedule:

Days of Employment % of Total Fee Refunded

0 to 9 days	30%
10 to 19 days	20%
20 to 30 days	5%

This warranty is only valid provided that the entire Nanny Placement Fee is received in our office the same day the Nanny commences employment.

Payment can be made with Master/Visa or cheque.

The Employer shall refrain from making any private agreement with the Nanny or from taking any action which is inconsistent with this agreement or which has the effect of avoiding any of the Employer's obligations herein. Such private agreements and actions include, but are not limited to, actions which would enable the Employer or any other person to avoid payment of the registration and/or placement fees due to SIMPLY HELPING PTY LTD as, for example, if the Employer refers the name of the Nanny to another person who subsequently employs the Nanny. You are liable to SIMPLY HELPING PTY LTD, for all damages in the event you refer any SIMPLY HELPING PTY LTD referral to a third party.

Any claim or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by SIMPLY HELPING PTY LTD and the Employer or via mediation between the two parties or through arbitration within the terms of the Commercial Arbitration Act in the State of Victoria in accordance with the rules of the appropriate bodies, and the judgement upon the award of the arbitrators may be entered in any court having jurisdiction thereof.

I have read and understand this contract, and I agree with all of the terms and conditions herein and I confirm by signing below.

Employer: _____ Date: _____

Employer's address: _____

Employer's phone number: _____

SIMPLY HELPING PTY LTD _____ Date: _____

Please return to: SIMPLY HELPING
 at the office in which you are interested.

Updated: 10 January, 2019