

# Bayside Babysitters Terms and Conditions -

Please read the following Terms and Conditions ("Agreement") carefully before using the services provided by Bayside Babysitters ("we," "us," or "our"). By engaging with our platform, you ("the Client," "you," or "the Parent") agree to the following terms.

## **1. Nature of Service**

Bayside Babysitters operates solely as a booking facilitation platform. We are not the employer of any babysitter, nanny, or caregiver ("Sitter") listed or booked through our service. Sitters engaged via our platform are independent contractors and are not under our employment, supervision, or direction.

## **2. Independent Contractor Status**

All Sitters are responsible for their own:

- Insurance (including but not limited to public liability and professional indemnity)
- Legal obligations (e.g., taxation, working rights, and compliance with relevant local laws)

We do not and cannot guarantee or be held liable for the actions, omissions, or conduct of any Sitter. By using our platform, you acknowledge and accept this limitation of liability.

## **3. No Circumvention Policy**

Clients are strictly prohibited from bypassing the agency to make private or direct arrangements with any Sitter introduced through Bayside Babysitters. Doing so constitutes a serious breach of our ethos and contractual terms. Any such conduct will result in immediate termination of access to our services.

## **4. Membership and Fees**

- Our monthly membership fee is \$120 and will be direct debited each month using Stripe.
- Membership entitles you to use of your regular nanny on weekends and casual occasions without incurring the standard \$25 booking fee.
- This benefit does not extend to other Sitters on our platform. Booking fees apply for any Sitter who is not your designated regular nanny.

## **5. Refund Policy**

- The monthly membership fee is non-refundable under all circumstances.
- It is the Parent's responsibility to notify us in writing if they have ceased using the Sitter's services.
- If payment has already been processed for a month, that payment remains due and payable, and no refunds or partial refunds will be issued regardless of usage.

## **6. Booking Terms**

- All bookings must be made through Bayside Babysitters.
- Casual bookings (outside regular nanny arrangements) will incur a \$25 booking fee per booking.
- Cancellations or changes must be communicated at least [insert your preferred notice time] in advance.

## **7. Client Responsibilities**

Parents are responsible for:

- Ensuring that the environment provided to the Sitter is safe, respectful, and compliant with health and safety standards.
- Providing accurate and up-to-date information regarding the care needs of their child(ren).

## **8. Liability Disclaimer**

We do not accept liability for:

- Any loss, injury, or damage incurred during a Sitter's engagement.
- The suitability or performance of any individual Sitter.

All due diligence is conducted during the onboarding of Sitters, but final engagement is at the discretion of the Parent.

## **9. Termination**

We reserve the right to terminate membership or refuse service at any time due to:

- Breach of these Terms and Conditions

- Disrespectful behavior toward Sitters or staff
- Attempts to circumvent the agency

No refunds will be provided in the event of termination for breach.

#### **10. Modifications to Terms**

We may update these Terms and Conditions at any time. Members will be notified of any significant changes. Continued use of our services after changes constitutes acceptance of the new terms.