

HOLIDAY NANNIES SOUTH AFRICA

Bekkige Apies Speelskool (Pty) Ltd T/A Holiday Nannies
Registration No.: 2012/150706/07
Address: 148 Retief Street, Paarl, 7646, South Africa



1. CLIENT & BOOKING DETAILS

Client Name: _____

Nanny: _____

Booking Dates: _____

Booking Location: _____

Children / Ages: _____

Agreed Rate: _____

Travel Cost: _____

2. DEFINITIONS

For purposes of this Agreement:

“Holiday Nannies” means Holiday Nannies South Africa (Pty) Ltd, a childcare provision introduction and booking agency situated at 148 Retief Street, Paarl, 7646.

“Nanny” means a childcare professional introduced and/or referred to the Client through Holiday Nannies.

“Client” means the person who contracts with Holiday Nannies for the purpose of being introduced to and/or booking a Nanny.

“Booking” means the childcare services arranged between the Client and the Nanny through Holiday Nannies.

3. INTRODUCTION & BOOKING SERVICE

Holiday Nannies acts as a childcare introduction and booking agency. Holiday Nannies introduces Clients to experienced childcare professionals who have been screened in accordance with our internal selection procedures.

Holiday Nannies does not employ the Nannies booked by Clients. The Nanny provides childcare services independently, and the Client acknowledges that the Nanny is not an employee of Holiday Nannies. Holiday Nannies' role is to facilitate the introduction and booking and to provide reasonable administrative support in relation to the booking.

4. NANNY SELECTION & DUE DILIGENCE

Holiday Nannies takes reasonable steps to ensure that Nannies registered with the agency are appropriately selected and suitable for childcare work.

Our selection process may include:

Written application by the Nanny; Identity verification; Verification of supporting documents; Personal interview; A minimum of two recent employment or childcare references; Verification of relevant childcare qualifications and/or certificates where applicable; Police clearance and/or background checks where applicable; and First Aid certification where applicable to the booking requirements. The Client acknowledges that reference checks and screening cannot guarantee the future conduct, performance, reliability, or suitability of an individual Nanny.

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5. CHILD-TO-NANNY RATIOS

Holiday Nannies follows the following general guidelines:

- **Children under 4 years:** maximum 2 children per Nanny

Holiday Nannies reserves the right to require additional Nannies where the number or ages of children, activities, special needs, venue, or circumstances of the booking make additional childcare support necessary. The Client must provide accurate information regarding the number and ages of all children requiring care.

6. CLIENT RESPONSIBILITIES

The Client is responsible for ensuring that the Nanny is provided with all relevant information regarding the children, including:

Allergies and medical information; special needs; medication requirements; sleeping and feeding routines; dietary requirements; emergency contact details; any behavioural or developmental considerations; and any other information reasonably required for the safe care of the children. The Client must clearly communicate the children's routine and any special instructions to the Nanny at the beginning of the booking. The Client must provide a safe and suitable environment for the Nanny to work in. Where a Nanny is booked for **8 hours or more**, the Client must provide reasonable refreshments and a light meal.

7. LIVE-IN & 24/7 BOOKINGS

For live-in bookings, the Client agrees to provide the Nanny with suitable and safe accommodation.

The Nanny must have reasonable access to: A suitable sleeping area; bathroom facilities; meals and/or appropriate food; reasonable rest periods; and a safe working and living environment. **A 24/7 booking does not mean that the Nanny is expected to work continuously without rest or sleep.** Reasonable sleeping and rest periods must be provided. The exact duties, working hours, rest periods, and arrangements for a live-in or 24/7 booking should be agreed with Holiday Nannies and the Nanny before the booking commences.

8. SPECIAL NEEDS & ADDITIONAL REQUIREMENTS

The Client must inform Holiday Nannies before the booking of any special requirements, including but not limited to: Medical conditions; Disabilities; Allergies; Medication; Behavioural challenges; Swimming or water activities; Travel with the children; Overnight care; Additional household responsibilities; or Any other circumstances that may affect the Nanny's duties. Holiday Nannies reserves the right to arrange additional childcare support where the requirements of the booking exceed the originally agreed arrangements.

9. BOOKING CHANGES

Changes to a confirmed booking should be communicated to Holiday Nannies as soon as possible and, where reasonably possible, **no later than 2 days before the booking date.** Changes requested after this period may not be possible and may result in additional charges. Any increase in the number of children, hours, days, duties, travel requirements, or other services may result in an adjustment to the booking fee.

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10. CANCELLATIONS

We kindly ask that Clients provide **at least one month's notice** should they need to cancel a confirmed booking. This allows us sufficient time to notify the Nanny and, where possible, give her the opportunity to accept another booking for the same dates. For cancellations made less than one month before the booking date, the Client understands that the Nanny may have declined other work in order to keep the dates available for this booking.

11. NANNY CANCELLATION OR FAILURE TO ARRIVE

If a Nanny cancels at short notice or fails to arrive for a confirmed booking for reasons beyond the control of Holiday Nannies, Holiday Nannies will make reasonable efforts to arrange a suitable replacement. Holiday Nannies cannot guarantee that a replacement Nanny will always be available.

12. NANNY REPLACEMENTS

If the Client is unhappy with the allocated Nanny, the Client must notify Holiday Nannies **within the first 2 days of the booking**. Failure to notify Holiday Nannies within the specified period may result in the Client losing the right to request a replacement or refund.

13. TERMINATION OF A BOOKING

Holiday Nannies reserves the right to terminate or suspend a booking where:

The Nanny is treated in a rude, abusive, threatening, or inappropriate manner; The Nanny feels unsafe or threatened; The Client places the Nanny in an unsafe environment; The number of children materially exceeds the number stated at the time of booking; The Client requests duties outside the agreed childcare services; The Client fails to provide suitable accommodation for a live-in Nanny; The Client fails to comply with the agreed payment arrangements; or Any other circumstance arises which reasonably places the Nanny or children at risk.

14. ACCIDENTAL DAMAGE & PERSONAL BELONGINGS

Holiday Nannies is not responsible for accidental damage caused by a Nanny to the Client's property or possessions, except where such liability cannot lawfully be excluded. Clients are encouraged to ensure that their own household and personal insurance adequately cover accidental damage.

15. TRAVEL & TRANSPORT

Any agreed travel, petrol, transport, accommodation, or other additional expenses will be stated on the quotation or invoice. Where the booking requires the Nanny to travel outside the normal service area, the Client may be required to provide or pay for appropriate transport and/or accommodation. Any travel arrangements must be agreed with Holiday Nannies and the Nanny before the booking.

17. OVERTIME & ADDITIONAL HOURS

Any hours worked in excess of the originally agreed booking hours must be approved by the Client and may be charged at the applicable additional hourly rate. The Nanny will record the hours worked, and the final invoice may be adjusted accordingly.

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18. DIRECT BOOKINGS & NON-CIRCUMVENTION

Where a client is introduced to a Nanny through Holiday Nannies, the Client agrees not to bypass Holiday Nannies by arranging future childcare bookings directly with that Nanny outside the agency without prior written consent from Holiday Nannies. This applies to bookings arranged during or following the Client's introduction to the Nanny through Holiday Nannies. Any applicable introduction, placement, or agency fee arising from such an arrangement will remain payable in accordance with the terms agreed with Holiday Nannies.

19. CONFIDENTIALITY & PERSONAL INFORMATION

The Client agrees to use any personal information provided about a Nanny only for the purposes of the childcare booking. The Client must not distribute, publish, or share a Nanny's personal information with third parties without the Nanny's consent, except where required by law. Holiday Nannies will handle Client and Nanny information in accordance with applicable privacy and data protection legislation.

20. LIMITATION OF LIABILITY

Holiday Nannies will take reasonable care in providing its introduction and booking services. However, the Client acknowledges that Holiday Nannies does not directly employ the Nanny and cannot guarantee the Nanny's future conduct, performance, availability, or actions. Nothing in these Terms and Conditions is intended to exclude or limit any liability that cannot lawfully be excluded or limited under South African law.

21. AGREEMENT TO TERMS

By confirming the booking, making payment, or allowing the Nanny to commence the booking, the Client confirms that they have read, understood, and accepted these Terms and Conditions. The Client confirms that the information supplied to Holiday Nannies regarding the booking, children, dates, hours, location, and requirements is accurate.