



TERMS AND CONDITIONS

Childcare Direct has set out the following terms and conditions for you to sign and return to us when you undertake to take on a casual or permanent candidate from us. They become effective when you receive a resume for a potential candidate or interview a potential candidate or accept one of our workers on a placement or return a signed copy of the terms and conditions to us.

Casual Placements

- a. Casual staff cannot be employed for less than 3 hours
- b. Childcare Direct must be notified of any changes to work situations
- c. You the client will be responsible for the day to day supervision of the candidate throughout the term of the placement once duties have been commenced
- d. Wages for casual staff are to be paid on your next wage payment day for all casual staff employed direct by you.

Permanent Placements

- a. Our permanent placement fees as per our current fee schedule are to be paid as per our invoice
- b. Should either of the parties decide after commencement up to six weeks that they do not wish the employment to continue, Childcare Direct must be notified immediately. Every effort will be made to replace the employee. **This offer will only apply if our account has been paid in full by the due date.** If no suitable replacement can be found or should the client's circumstances change and the employee no longer is needed, a refund of the balance of the Placement Fee will be made – after Agency Fee of \$38.00 per day for each day or part thereof that the employee has worked has been deducted
- c. Where an offer of employment has been made to the candidate by the client and is subsequently withdrawn after acceptance by the candidate through no fault of the candidate's, the normal recruitment fee will be payable by the client

Invoices

- a. You agree to pay our tax invoices within 7 days of the date of the invoice
- b. The Hirer will be responsible for all costs incurred out of formal or informal recovery of any outstanding amounts including legal and non-legal fees payable for recovery
- c. All payments owing by you to us shall be made without deduction irrespective of the performance of the candidate
- d. It is the clients responsibility to approve any overtime prior to the candidate carrying out any overtime.
- e. Childcare Direct timesheets need to be received by 10am Monday mornings signed and checked by the client.

Occupational Health and Safety

It is the clients responsibility -

- a. To have in place updated policies
- b. To have a safe workplace
- c. To provide adequate supervision and training
- d. To eliminate hazards and control risks to health and safety

- * You acknowledge that we are not performing the services but are instead the supplier of candidates to perform the services you require. From the time that our candidates report to the client for their duties they are under the care, control and supervision of the client for the duration of the assignment.
- * You agree to provide us with full and accurate information in any placement description about the description of work relevant to the placement.
- * You understand that Childcare Direct will not be liable for any loss, damage or expense suffered incurred by any other person, firm or corporation, arising from the introduction or placement of a candidate.
- * You agree to abide by all laws in the relevant jurisdiction relating to any employment or use of our workers providing the services.
- * You understand that neither Childcare Direct nor anyone acting on our behalf will be liable for the accuracy of any information supplied in good faith in relation to candidates, whether such information concerns the candidates qualifications, employment history or other matters.
- * You agree to not directly employ, or seek to directly employ a candidate that has been introduced to you by Childcare Direct, unless it has been 6 months since the last referral date. If you have employed the candidate in this time, full payment of the Permanent Placement Fee will apply.
- * You agree that if a babysitting booking is cancelled within 48 hours of time of arrival booking fee will not be refunded
- * For candidates that are booked for periods of one (1) months duration or more we require at least one weeks notice of your intention to cancel the booking. Should you wish to take on a candidate permanently we also require one weeks notice of your intention.

I have read and understood the terms and conditions above. I agree to adhere to and be bound by the Childcare Direct terms and conditions whilst using their services.

Name of Company_____

Name of Centre_____

Name_____position_____

Signature_____Date_____

Witness Name_____

Witness Signature_____