

Trading terms and conditions of Our Nanny

These terms and conditions regulate the business relationship between you and us. When you begin a registration for online services with us, you agree to be bound by them.

No person under the age of 18 years may complete a registration for Our Nanny. If you are under 18, please ask an adult for help with your Registration.

We are: Our Nanny
Our Address is: PO Box 2003, New Farm 4005 QLD, Australia.
Customer Service: info@ournanny.com.au
Country of Domicile: Australia

You are: a visitor to Our Website / Our customer

The terms and conditions

1 Definitions

In this agreement:

“Confidential Information”	Includes but is not limited to any information whether technical or otherwise, advice, goods, services, techniques, data, formulae and other proprietary information contained within Our Website or otherwise provided to you as part of, or in relation to, the Goods and Services.
“Content”	means any material in any form published on Our Website by us or any third party with our consent.
“Goods and Services”	means those services provided on Our Website, registration and the processing of the Registration as the chargeable portions.
“Our Website”	means the entire computing hardware and software installation that is or supports the website http://www.ournanny.com.au .
“Privacy Policy”	means the privacy policy set out on Our Website.
“Our Nanny”	means the Our Nanny as detailed on Our Website and provided by us and all parties to access and use the information stored to provide assistance in line with the design of Our Nanny .
“Registration”	means the entire process required to register with the Our Nanny.
“Registration Fee”	means the fee payable for the Goods and Services as a part of Registration.
"Account"	means your personally accessible information stored by the Our Nanny after your Registration is complete.

2. **Our contract with you**

The following terms and conditions apply, so far as the context allows, to you as a visitor to Our Website and in any event to you as a buyer or prospective buyer of our Goods and Services:

- 2.1 No contract for the provision of the Goods and Services shall arise until your registration has been confirmed in accordance with clause 2.2.
- 2.2 Registration shall be confirmed upon the clearing of the payment of the Registration Fee by way of email sent to the email address nominated by you at the time of submitting your application for registration through Our Website or via the submission of a hardcopy registration form.
- 2.3 Your rights and obligations under the contract formed upon confirmation of Registration are personal to you and may not be assigned without our prior written consent. You hereby agree to indemnify us for any loss which we incur as a result of any fraudulent, false or incorrect identification you have provided to us and any use by a third party of Goods and Services provided to you.
- 2.4 If in future, you buy Goods and Services from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.
- 2.5 By agreeing to these terms and conditions you accept the provisions of our Privacy Policy.

3 **Your web account with us**

- 3.1 You agree that you have provided, and will continue to provide accurate, up to date and complete information about yourself. We need this information to provide you with our Goods and Services.
- 3.2 If you use Our Website, you are solely responsible for maintaining the confidentiality of your Account and password and for preventing the unauthorised use of your Account by other persons.
- 3.3 You agree to accept responsibility for all activities that occur under your Account. You should tell us immediately if you believe some person has accessed your Account without your authority and also log into your Account and change your password.

4 **Price, payment and service provision**

- 4.1 All payments are to be made in AUD. All prices are outlined on our website and are subject to change without notice.
- 4.2 The Goods and Services you are paying for are specifically an online childcare job site and the processing of the Registration.
- 4.3 Confirmation of your Registration is provided in accordance with clause 2.2.

- 4.4 Our Goods and Services will be made available to you in the way we have explained on Our Website.
- 4.5 We reserve the right to change the nature or provision of the Goods and Services at any time. Information regarding any such changes shall be made available on Our Website.
- 4.6 If a change we make in the provision of the Goods and Services, involves action on your part, and you do not take that action within a reasonable time after requested to do so, we will be entitled to immediately terminate the provision of the Goods and Services to you.
- 4.7 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted. Interruption to the Services for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance.
- 4.8 While every effort is made to ensure that Our Website is operating continuously, we can not and do not guarantee that the service will find suitable nannies or deliver the outcomes described on Our Website. Our Website is provided without warranties of any kind, either express or implied.
- 4.9 The safety of your children and those in the care of selected nannies are your responsibility. We are not responsible for the safety of your children and those in your nannies care.
- 4.10 By completing the Registration you give your express permission for the Our Nanny to use the information you have provided to assist in uniting you with a nanny registered, or deliver the other outcomes the service is designed for as described on Our Website and that this may include the broadcasting of the information via all forms of electronic and hard copy media.
- 4.11 You agree that you have provided us with your correct identification upon Registration and therefore acknowledge and agree that you will hold us harmless from any liability whatsoever during the unification process.
- 4.12 For the sake of clarity you acknowledge and agree that we make no representation, promise or guarantee that you will find a nanny or babysitter through the use of Our Website.

5 Dissatisfaction with the Service

- 5.1 The procedure for complaints about our Goods and Services is set out on Our Website. If you do not follow this procedure, we may be unable to identify you and the Goods and Services you have received.

6 Disclaimers

- 7.1 We reserve the right to make improvements or changes to Our Website, the content, or to any of the Goods and Services, at any time and without advance notice.
- 7.2 We give no warranty and make no representation, express or implied, as to:

- 7.2.1 the adequacy or appropriateness of the Goods and Services for your purpose;
 - 7.2.2 the truth of any content on Our Website published by someone other than us;
 - 7.2.3 any implied warranty or condition as to merchantability or fitness of the Goods and Services for a purpose other than that for which the Goods and Services are commonly used;
 - 7.2.4 compatibility of Our Website with your equipment, software or telecommunications connection.
- 7.3 We shall not be liable to you for any loss howsoever sustained, relating to or arising in connection with your use of our Goods and Services, or access, or reference to Our Website or any portion of the content.
- 7.4 Our Website contains links to other internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 7.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data, or loss of revenues or profit, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods and Services.
- 7.6 In any event, including the event that any term or condition or obligation on our part ("Implied Term") is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the Goods and Services you have purchased.

7 Website security

- 7.1 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 7.2 You may not use any software tool for the purpose of extracting data from our website.
- 7.3 You understand that any such violation is unlawful and that any contravention of law may result in civil and criminal prosecution.

8 Confidential information and intellectual property rights

- 8.1 You agree to keep safe the confidential information and not to disclose or make available for disclosure to any person, any part of it.
- 8.2 We will defend the intellectual property rights in connection with our Goods and Services and Our website, including all copyright, trademarks or designs in the content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 8.3 You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the content, in whole or in part.
- 8.4 You may not use our name or logos or trademarks or any other content on any website of yours or that of any other person.

9 Your email address

- 9.1 You represent that any username or email address selected by you does not interfere with the rights of any third party and has not been selected for any unlawful purposes.
- 9.2 You acknowledge and agree that if we believe such a selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us or any claim or demand that arises out of your selection.
- 9.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.
- 9.4 You further acknowledge and agree that all emails sent via Our Website can be viewed at any time by any member of our staff.

10 Indemnity

You agree to indemnify us against any claim or demand, including lawyers' fees on a full indemnity basis, made by any third party due to or arising in any way out of your use of Our Website, your posting any material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

11 Termination

11.1 We may, by way of email or other written correspondence immediately terminate your contract with us for the provision of the Goods and Services and immediately suspend access to Our Website without the payment of any compensation and without any liability to you, in the event that you are in breach of any of your obligations under these terms and conditions.

11.2 In the event that we exercise our rights under clause 11.1, such action shall be without prejudice to any right to claim compensation for any breach of these terms and conditions committed by you prior to termination taking place.

12 Personal Property Securities Act 2009 ("PPSA")

12.1 In this clause:

- 12.1.1 Financing statement has the meaning given to it by the PPSA;
- 12.1.2 Financing change statement has the meaning given to it by the PPSA;
- 12.1.3 Security agreement means the security agreement under the PPSA created between you and us by these terms and conditions; and
- 12.1.4 Security interest has the meaning given to it by the PPSA.

12.2 Upon assenting to these terms and conditions in writing you acknowledge and agree that these terms and conditions:

- 12.2.1 Constitute a security agreement for the purposes of the PPSA; and
- 12.2.2 Create a security interest in:
 - 12.2.2.1 All Goods previously supplied from us to you (if any); and
 - 12.2.2.2 All Goods that will be supplied in the future by us to you.

12.3 The Customer undertakes to:

- 12.3.1 Promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which us may reasonably require to:

- 12.3.1.1 Register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - 12.3.1.2 Register any other document required to be registered by the PPSA; or
 - 12.3.1.3 Correct a defect in a statement referred to in clause 13.3.1.
 - 12.3.2 Indemnify, and upon demand reimburse, us for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - 12.3.3 Not register a financing charge statement in respect of a security interest without the prior written consent of us;
 - 12.3.4 Not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of us; and
 - 12.3.5 Immediately advise us of any material change in its business practices of selling the Goods which would result in a change in the nature proceeds derived from such sales.
- 12.4 You and us agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 12.5 The Customer hereby waives its rights to receive notices under section 95, 118, 121(4), 130, 132(4) of the PPSA.
- 12.6 The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 12.7 Unless otherwise agreed to in writing by us, you waive your right to receive a verification statement in accordance with section 157 of the PPSA.
- 12.8 The Customer shall unconditionally ratify any actions taken by us under clauses 13.3 and 13.5.

13 **Miscellaneous provisions**

- 13.1 You hereby agree to the use of electronic communications including, but not limited to email and website based communications in the negotiation and formation of all contracts between you and us in relation to Registration and the provision of the Goods and Services
- 13.2 You hereby agree that you will not raise any objection to the use of electronic communications as referred to in clause 13.1 in the formation of a valid and enforceable contract.
- 13.3 Where we provide Goods or Services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual or other obligation upon us in respect of those Goods or Services.
- 13.4 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation.
- 13.5 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of the jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 13.6 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; not shall any delay in exercise of any power or right be interpreted as a waiver.
- 13.7 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by

engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

- 13.8 We are not liable for any breach or our obligations resulting from causes beyond our reasonable control including strikes of our own employees.
- 13.9 This agreement shall be governed by and constructed in accordance with the law of Queensland, Australia. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 13.10 Nothing in these terms excludes or limits your liability for breach of any condition or warranty implied by the *Competition and Consumer Act 2010* (Cth) or the *Personal Property Securities Act 2009* (Cth) that cannot be excluded or limited.
- 13.11 You will comply with all applicable legislation (including any of our obligations under the *Privacy Act 1988* (Cth)) and all other regularity requirements in using the services.
- 13.12 You will advise us promptly of any change in the ownership or control of your business/company that may affect our ability to satisfy these terms and conditions.
- 13.13 These terms and conditions shall, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable:
- (a) that provision shall, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
 - (b) if the provision or part of it cannot effectively be read down, that provision or part of it shall be deemed to be void and severable and the remaining provisions of this Agreement shall not in any way be affected or impaired and shall continue notwithstanding that illegality, invalidity or unenforceability.
- 13.14 These terms and conditions will be deemed executed when you have read and clicked on the required box to agree to accept the terms and conditions via Our Website.

14 Privacy Act 1988

14.1 Definitions:

The following definitions apply for the purposes of this clause 15:

- (a) "recipient" means a health care professional, family member or any member of the emergency services.
- (b) "customer" means you.

14.2 The Customer agrees for us to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by us.

15.3 The Customer consents to us providing your private information to a recipient.

15.4 The Customer agrees that personal information provided may be used and retained by us for the following purposes and for other purposes as shall be agreed between the Customer and us or required by law from time to time:

- (a) provision of Goods; and/or
- (b) marketing of Goods by us, its agents or distributors in relation to the Goods; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.

15.5 We may give information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer; and/or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.