**ACTIVE KIDS BABYSITTING – FAMILY**
**TERMS & CONDITIONS - FAMILY & AGENCY AGREEMENT**

## 1. PARTIES TO THE AGREEMENT

1.1 Active Kids Tutor & Au Pair Agency, hereinafter referred to as the "Agency".
1.2 The Parent/Guardian or Family registering for babysitting services, hereinafter referred to as the "Client".
1.3 The Child/Children receiving babysitting services, hereinafter referred to as the "Child".
1.4 By registering with Active Kids and submitting a babysitting booking request, the Client acknowledges and agrees to these Terms and Conditions.

## 2. REGISTRATION & ADMINISTRATION FEE

2.1 A once-off family registration and administration fee of **R380** is payable when registering with Active Kids for babysitting services.
2.2 This fee covers the administration involved in registering the family and facilitating babysitting arrangements.
2.3 The registration fee is payable once per family and is not charged for every individual booking.
2.4 Payment of the registration fee does not guarantee babysitter availability for any specific date or time.
2.5 The registration fee is separate from all babysitting fees.

## 3. BABYSITTING RATES

The following standard rates apply:

| Service | Rate |
|---|---|
| Hourly babysitting | R150 per hour |
| Full-day babysitting | R1,500 per day |
| Weekend package | R3,000 |
| Hours past midnight | R180 per hour |
| Emergency booking surcharge | R250 |

3.1 **Hourly Babysitting:** R150 per hour.
3.2 **Full-Day Babysitting:** R1,500 per day, including a maximum of 12 hours.
3.3 **Weekend Babysitting:** R3,000 for Saturday and Sunday, including a maximum of 12 hours per day.
3.4 **Hours Past Midnight:** Hours worked after 00:00 are charged at R180 per hour.
3.5 **Emergency Bookings:** An additional R250 surcharge applies to bookings requested with less than 24 hours' notice.
3.6 Any additional hours, transport arrangements or special requirements must be communicated and approved before the booking is confirmed.
3.7 All rates and charges will be communicated to the Client before confirmation.

## 4. BOOKING PROCESS & CONFIRMATION

4.1 All babysitting enquiries must be submitted directly to Active Kids through the approved booking channels.

4.2 The Client must provide accurate information regarding:

- Number and ages of children.
- Babysitting date and required hours.
- Residential address.
- Medical conditions and allergies.
- Special care requirements.
- Expected babysitting duties.
- Any additional information relevant to the booking.

4.3 Active Kids will consider the family's requirements and source a suitable babysitter based on availability, experience, location and suitability.

4.4 All bookings are subject to babysitter availability.

4.5 Submitting an enquiry does not constitute a confirmed booking.

4.6 A booking is only confirmed once Active Kids has communicated written confirmation to the Client.

4.7 Any changes to an existing booking must be communicated to Active Kids as soon as possible.

## 5. BABYSITTER SELECTION

5.1 Active Kids takes care when selecting and introducing babysitters to families.

5.2 Candidate suitability may be assessed through personal interviews, reference checks, qualification verification and consideration of relevant childcare experience.

5.3 Where applicable, additional background or criminal record checks may be conducted.

5.4 Active Kids will endeavour to match the Client with a babysitter whose experience and abilities are appropriate for the family's requirements.

5.5 The Client acknowledges that the final babysitting arrangement must be suitable for the individual needs of their children.

5.6 Any concerns about the proposed babysitter must be communicated to Active Kids before the booking proceeds.

## 6. CLIENT RESPONSIBILITIES

6.1 The Client is responsible for providing accurate and complete information about their children and household.

6.2 Before the babysitting booking, the Client must communicate all relevant information, including:

- Children's daily routines.
- Meal and feeding requirements.
- Bedtime arrangements.
- Allergies and medical conditions.
- Medication requirements.
- Emergency contact details.
- Household rules.

- Behavioural or developmental considerations.
- Details of pets in the household.
- Any other information necessary for the children's wellbeing.

6.3 The Client must ensure that the home provides a reasonably safe and suitable environment for childcare.
6.4 The Client must ensure that appropriate food, supplies, equipment and other necessities are available.
6.5 The Client must provide the babysitter with access to emergency contact details and relevant instructions.
6.6 The Client must communicate the expected return time and notify Active Kids of any changes.
6.7 The Client must disclose any relevant household circumstances that may affect the babysitting arrangement.

**7. SCOPE OF BABYSITTING SERVICES**

7.1 Babysitting is primarily a childcare service.
7.2 Depending on the agreed booking, babysitting duties may include:

- Supervising children.
- Playing and engaging in age-appropriate activities.
- Reading stories.
- Preparing or serving simple meals and snacks.
- Feeding younger children.
- Changing nappies.
- Assisting with bedtime routines.
- Assisting with homework.
- Maintaining basic cleanliness of the children's immediate play and eating areas.

7.3 General household cleaning, laundry, ironing, gardening and other domestic duties are not automatically included.
7.4 Any additional duties must be discussed and agreed upon before the booking.

**8. CHILD SAFETY & PARENTAL RESPONSIBILITIES**

8.1 The Client acknowledges that providing accurate information about their children is essential to a successful babysitting arrangement.
8.2 The Client must disclose all relevant medical conditions, allergies, special needs and other circumstances that may affect the children's safety or wellbeing.
8.3 The Client must provide clear instructions regarding the children's routines, supervision requirements and household rules.
8.4 The Client must communicate any restrictions regarding visitors, outings, activities, screen time and other household arrangements.
8.5 The Client must ensure that the babysitter has appropriate access to the home and the facilities necessary to care for the children.
8.6 The Client must not request that the babysitter undertake activities that are unsafe or outside the agreed babysitting arrangement.

8.7 Any concerns regarding a babysitter's conduct or the safety of a child must be reported to Active Kids immediately.

**9. MEDICAL INFORMATION & EMERGENCIES**

9.1 The Client must disclose all relevant allergies, medical conditions and special care requirements before the booking.
9.2 The Client must provide emergency contact numbers and relevant medical aid or healthcare details where applicable.
9.3 The Client must provide clear written instructions regarding medication that may need to be administered.
9.4 In the event of a medical emergency, the babysitter may seek appropriate emergency assistance where necessary to protect the Child.
9.5 The Client must be contactable during the babysitting booking or provide an alternative emergency contact.
9.6 The Client acknowledges that any medical expenses incurred for the Child remain their responsibility, subject to applicable law and the circumstances of the incident.

**10. TRANSPORT & OUTINGS**

10.1 Babysitters may not transport children in a private vehicle without prior written permission from the Client and confirmation of the arrangement.
10.2 The Client must communicate transport requirements when making the booking.
10.3 Transport arrangements and associated costs must be agreed upon in advance.
10.4 Babysitters may not take children on outings, to public venues or to another residence without parental permission.
10.5 The Client must communicate any relevant safety or transport requirements.

**11. BOOKING HOURS & EXTENSIONS**

11.1 The Client must agree on the starting and finishing times before the booking is confirmed.
11.2 The Client is responsible for returning at the agreed time.
11.3 If the Client requires additional hours, they must communicate this as soon as possible.
11.4 Extensions are subject to babysitter availability and agreement.
11.5 Additional hours will be charged at the applicable rate.
11.6 The Client may not assume that the babysitter is available to remain beyond the confirmed booking.
11.7 Where a booking extends past midnight, the applicable after-midnight rate will apply.

**12. CANCELLATIONS & RESCHEDULING**

12.1 All cancellations and requests to reschedule must be communicated to Active Kids as soon as possible.
12.2 Confirmed bookings reserve the babysitter's time specifically for the Client.
12.3 Cancellation charges will be communicated to the Client before the booking is confirmed and applied in accordance with the agreed cancellation policy and applicable South African law.

12.4 If the Client wishes to change the booking date or time, Active Kids will endeavour to assist with alternative arrangements, subject to availability.
12.5 If a babysitter becomes unavailable due to illness, an emergency or unforeseen circumstances, Active Kids will endeavour to source an alternative babysitter.
12.6 Active Kids cannot guarantee that a replacement babysitter will be available at short notice.
12.7 Where a confirmed booking is cancelled by Active Kids or the babysitter, the Client will be informed as soon as reasonably possible.
12.8 Payments relating to services not provided will be dealt with in accordance with the agreed booking terms and applicable law.

**13. LATE ARRIVALS & EXTENDED BOOKINGS**
13.1 The Client must notify Active Kids and the babysitter as soon as possible if they expect to return later than the agreed time.
13.2 Additional hours are subject to the babysitter's availability and agreement.
13.3 If the Client is delayed and cannot be reached, the babysitter must contact Active Kids for assistance where appropriate.
13.4 The Client remains responsible for ensuring that appropriate arrangements are made for the continued care of their children.
13.5 A babysitter may not leave children unattended because the Client has been delayed.

**14. PAYMENTS & INVOICING**
14.1 All babysitting payments must be made directly to Active Kids Tutor & Au Pair Agency.
14.2 Parents may not make payments directly to babysitters unless specifically authorised by Active Kids in writing.
14.3 The Agency will issue invoices reflecting the agreed babysitting service and applicable charges.
14.4 Payment deadlines and any deposit requirements will be communicated before the booking is confirmed.
14.5 The Client is responsible for ensuring that payments are made in full and by the stated due date.
14.6 Additional hours, emergency surcharges and approved additional expenses may be included in the invoice.
14.7 No additional purchases or expenses may be charged to the Client without prior approval.
14.8 Any payment discrepancies must be reported to Active Kids as soon as possible.

**15. OVERDUE PAYMENTS**
15.1 All invoices must be settled by the due date stated on the invoice.
15.2 If an invoice remains unpaid, Active Kids reserves the right to contact the Client and request settlement of the outstanding amount.
15.3 Interest may be charged on overdue amounts at the applicable rate permitted under South African law, where legally applicable.
15.4 Reasonable legal or collection costs may be recovered where legally permitted.

15.5 Active Kids reserves the right to decline future bookings where the Client has outstanding unpaid invoices, subject to applicable law.

**16. AGENCY POLICY & PRIVATE ARRANGEMENTS**

16.1 All babysitting bookings facilitated by Active Kids must remain within the Agency's booking and administration process.
16.2 Clients may not arrange private babysitting work with a babysitter introduced by Active Kids where this circumvents the Agency or breaches the applicable agreement.
16.3 Clients who wish to arrange further babysitting services must contact Active Kids.
16.4 Clients are welcome to request the same babysitter for future bookings, subject to availability, but the booking must be made through Active Kids.
16.5 Active Kids invests time and resources in recruiting, screening, matching and supporting babysitters and families.
16.6 Any breach of the Agency agreement may result in termination of the booking arrangement and contractual consequences where legally enforceable.

**17. CONFIDENTIALITY & PERSONAL INFORMATION**

17.1 Active Kids respects the privacy of families and children.
17.2 Personal information collected during the enquiry, registration and booking processes will be used for purposes relating to the provision and administration of babysitting services.
17.3 Information about children, including medical information and household details, will be handled with appropriate care and confidentiality.
17.4 The Client consents to Active Kids processing the information reasonably necessary to arrange and administer the requested babysitting services, in accordance with applicable data protection legislation, including POPIA.
17.5 The Client must not share a babysitter's personal information with third parties without permission, except where reasonably necessary for the booking or required by law.

**18. AGENCY ROLE & LIMITATION OF RESPONSIBILITY**

18.1 Active Kids acts as an intermediary in sourcing, introducing and facilitating babysitting arrangements between families and babysitters.
18.2 Active Kids will exercise reasonable care in its recruitment, screening and matching processes.
18.3 The Client acknowledges that no recruitment or screening process can guarantee that an individual will never make an error or act inappropriately.
18.4 Nothing in this agreement excludes or limits any rights or remedies that the Client may have under applicable South African law.
18.5 Nothing in this agreement excludes liability where such exclusion would be unlawful, including liability for gross negligence or intentional misconduct where applicable.
18.6 The Client remains responsible for providing accurate information and appropriate instructions regarding their children's care.

**19. DISPUTES & GOVERNING LAW**

19.1 Any concerns or disputes relating to the babysitting arrangement should first be communicated to Active Kids so that the Agency has an opportunity to assist.
19.2 The parties will endeavour to resolve disputes through good-faith communication.
19.3 This agreement is governed by the laws of the Republic of South Africa.
19.4 Nothing in this agreement limits either party's right to approach a competent court or relevant regulatory body.

**20. ACCEPTANCE OF TERMS & CONDITIONS**

20.1 By submitting the Active Kids Babysitting Family Enquiry/Registration Form and accepting these Terms and Conditions, the Client acknowledges that they have read, understood and agreed to the provisions contained in this agreement.
20.2 These Terms and Conditions apply to all babysitting bookings facilitated by Active Kids, unless otherwise agreed in writing.
20.3 The Client acknowledges that each booking remains subject to availability and written confirmation by Active Kids.

**ACTIVE KIDS TUTOR & AU PAIR AGENCY**
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