

## **Home Grown Kids : Nanny Recruitment Service Terms and Conditions**

### **1.0 Interpretation**

- 1.1 "You" and "your" means the person, family or employer who asks us to find them a nanny.
- 1.2 "We", "us" and "our" means Edubase Limited trading as Home Grown Kids.
- 1.3 "Nanny" means a childcare professional who is registered with us to provide full or part time childcare services for you.
- 1.4 Our nanny "screening" is a 7 step safety check process which includes interviews, reference checks, Police check and a current child first aid certificate.
- 1.5 A "temporary nanny" is a nanny who is recruited from the outset for a placement of less than 12 weeks.

### **2.0 Nanny Recruitment Service**

- 2.1 Home Grown Kids provides a recruitment service to families to find the best possible childcare solution. We are not an employment agency.
- 2.2 We will:
  - 2.2.1 Work with you to ensure the best possible match for both you and the nanny the first time.
  - 2.2.2 Advertise the position, if there are no potential candidates available immediately, at our cost.
  - 2.2.3 List the position on our website, unless you ask us not to.
  - 2.2.4 Assist in arranging interviews, provide interview questions and referee check questions and support you through the process.
  - 2.2.5 Endeavour (but cannot guarantee) to offer you a replacement nanny at no charge, if your nanny ceases employment within three months of commencement. If, however, you change the terms and conditions of your nanny's employment from those initially set out, we will be released from this obligation.
- 2.3 You will notify us when you no longer require our recruitment service.

### **3.0 Enrolment, Recruitment Fees and Payment**

- 3.1 When you engage us to recruit your nanny and enrol with us to assist with the ongoing educational needs of your children, our service may be free if you meet the eligibility criteria. Eligibility criteria can be found at clause 4.0
- 3.2 If you enrol with us, you agree to our Visiting Teachers visiting your home to deliver our homebased educational programme. Please see the family information booklet for more information on the New Zealand ECE curriculum Te Whariki and what the programme entails.
- 3.3 If you are eligible to enrol:
  - 3.3.1 we will not charge you a recruitment fee.
  - 3.3.2 but choose not to, or if you do not meet the eligibility criteria, you will pay us pay 4% of your nanny's proposed annual salary plus GST. A minimum fee of \$150.00 plus GST applies.
  - 3.3.3 but do not stay enrolled with our service for a minimum of 16 weeks once your nanny has commenced, you will pay us a placement fee of:
    - (a) \$750.00 plus GST for placements under 30 hours per week; or
    - (b) \$1,150.00 plus GST for placements of 30 hours per week or more.

- 3.4 Temporary nanny placements are charged at the following rates:
- 3.4.1 \$60 plus GST for a 0- 1 day booking
  - 3.4.2 \$75 plus GST for 2-7 days (over 1 week)
  - 3.4.3 \$200 plus GST for 1 to 4 weeks (regardless of days per week)
  - 3.4.4 \$350 plus GST for 5-12 weeks (regardless of days per week)
- You will pay the temporary nanny direct and your nanny is responsible for declaring their earnings and paying their own taxes.
- 3.5 All fees are payable within 7 days of the date of our invoice.
- 3.6 Late payments will incur a 2% penalty, calculated daily and may be referred to debt collection after a period of 10 days. You will pay all costs of debt collection, including solicitor/client costs.
- 4.0 Eligibility criteria:**
- 4.1 Enrolment is conditional on:
- 4.1.1 Your nanny being employed by you for a minimum of 12 hours per week over more than one day; and
  - 4.1.2 Your home, or the location where the care is being carried out, meeting our safety check prior to enrolment; and
  - 4.1.3 The nanny meeting Ministry of Education screening requirements.
- 5.1 Payroll Service**
- 5.2 If you enrol with our service, we can administer your nanny's wages on your behalf. However, you are the employer of your nanny and we are your agent. We will charge you a one off set up fee to administer your nanny's wages of \$50.00 plus GST and an ongoing service fee of \$11.50 plus GST per pay.
- 5.3 We will provide you with the Inland Revenue Department forms required to register as an employer.
- 5.4 You are responsible for ACC Work Place insurance:
- 5.4.2 Unless your nanny is registered as an IR56 taxpayer, ACC will invoice you, the employer, directly.
  - 5.4.3 If your nanny is employed for no more than 30 hours per week, on average, they can register themselves as an IR56 taxpayer, and will be invoiced directly by ACC for their ACC levies. IR56 taxpayers are advised to contact ACC for information regarding additional insurance, as currently they may not be covered by ACC for the first week of an accident in any job they may have.
- 5.5 Wages are paid fortnightly in arrears and are calculated on the hours worked from Monday to Sunday for each of the two previous weeks, as per the timesheet filled in by you online and confirmed by your nanny as being correct.
- 5.5.1 You will submit timesheets to us by midnight on the Friday before the payment of wages.
  - 5.5.2 Your nanny will confirm the timesheet to us by midnight on the Sunday before the payment of wages.
  - 5.5.3 If you do not submit your timesheets on time, we reserve the right to charge you a late fee of \$25.00 plus GST.
- 5.6 Wages are processed overnight on the following Wednesday, to be paid into your nanny's bank account on Thursday. Your account will be debited on the Wednesday.
- 5.7 We will send you a fortnightly invoice that provides a breakdown of your nanny's gross wages including WINZ childcare subsidies, Multiple Birth Assistance, Kiwisaver and our ongoing Payroll Service fee of \$11.50 per pay.
- 5.8 You will make payment to us by Direct Debit.
- 5.9 You will supply us with your correct email address and inform us if you change it.
- 5.10 We will deduct your nanny's PAYE, Student Loan payments, Child Support, Kiwisaver and any other lawful deductions from your nanny's pay and make payment to the Inland Revenue Department on your behalf each month.
- 5.11 You will report any notifiable events to ACC and to us as soon as possible. We have a responsibility to notify the Ministry of Education of any serious accident or illness.
- 5.12 As soon as you stop employing a nanny, you will inform IRD and deregister yourself as an employer to avoid penalties for late or non-filing of IRD returns being imposed on you by IRD.

## **6.0 Health and Safety**

6.1 If you require your nanny to drive, you will ensure that your nanny has a current New Zealand or international driver's licence suitable for your purposes.

6.2 You will be responsible for the health and safety of your nanny and will comply with the Health and Safety at Work Act 2015.

6.3 We have a zero tolerance policy on:

6.3.1 abuse of any kind including family violence, neglect, bullying, illegal behaviour including drug use or sexual harassment; and

6.3.2 physical discipline of children including, but not limited to, hitting, smacking, biting or any other form of physical correctional discipline.

We reserve the right to decline to provide or to continue to provide services to you without notice.

6.4 While we will make every reasonable effort to ensure that your nanny is the best possible match for you and your family, the decision to engage the nanny as an employee or independent contractor is solely yours. We do not accept any liability for your choice of nanny.

6.5 We are only liable for damages which have been verifiably caused by our intent or gross negligence.

6.6 You will indemnify us against all liabilities, loss, claims, fines, penalties, damages or third party claims (including legal costs) arising out of or in connection with these terms and conditions or any act or omission of your nanny.

6.7 We reserve the right to update, refresh and amend our terms and conditions at any time without prior notice.