

Wineland Nannies

Terms and Conditions

Wineland Nannies is a childcare provision introduction agency, of 34 Main Road, Franschhoek, 7690. For the purposes of these Terms and Conditions, persons registered with Wineland Nannies and offered childcare bookings through Wineland Nannies are referred to as Nannies/Sitters and persons who contract with Wineland Nannies for the purpose of being introduced to Nannies/Sitters through Wineland Nannies are referred to as Clients.

Scope of Service

Wineland Nannies acts as an introduction and booking agency providing carefully vetted, experienced childcare professionals, Wineland Nannies does not employ the Nannies/Sitters booked by Clients.

Wineland Nannies provides Nannies/Sitters introduction services and will endeavour to introduce to the Client, Nannies/Sitters on Wineland Nannies register.

Wineland Nannies undertakes to ensure that all Nannies/Sitters on the register have been carefully selected and have demonstrated satisfactory previous experience in childcare employment.

The Client accepts that no amount of reference checking can provide a guarantee of future performance by individual Nannies/Sitters.

Wineland Nannies cannot be held accountable for negligence on the part of a Nanny/Sitter who has provided Wineland Nannies with satisfactory references except where reasonable care has not been taken in the reference checking process or where Wineland Nannies has failed to take note of other information received concerning the Nanny/Sitter's past performance.

Wineland Nannies selection procedure includes the following:

- A written application by the Nanny/Sitter

- Identity checks by sight of documents and records supporting the applicant's identity
- A personal interview and taking a minimum of two recent employment references.

The application and notes of the references received are reviewed, approved and signed off by Wineland Nannies before each Nanny/Sitter is admitted to Wineland Nannies' register.

The average age of Nannies/Sitters on Wineland Nannies' register is mid-twenties to mid-thirties and most have worked in childcare for a few years.

Wineland Nannies will always use its best endeavours to fill a booking providing a minimum of:

- 4 hours' notice for the Winelands (Franschhoek, Stellenbosch, Paarl)
- 24 hours' notice for Cape Town.

The Client accepts that Nannies/Sitters on Wineland Nannies register are free agents and Wineland Nannies is not able to require any particular individual to work at any time or for any particular Client.

The following terms and conditions apply:

Advanced and full payment is required to secure your booking.

Payment, or proof thereof, must be received no less than 10 days prior to the booking date or your booking will not be guaranteed.

Wineland Nannies work on a ratio of:

- Children under the age of 2 - 1 nanny/sitter / 1 child ratio
- Children under the age of 4 - 1 nanny/sitter / 2 child ratio
- Children over the age of 4 - 1 nanny/sitter / 4 child ratio
- Or 1 Nanny/Sitter per private family
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The Client is responsible for ensuring the Nanny/Sitter clearly understands any special needs of the Client's children.

The Client undertakes to complete the Child Info Sheet and send it back to Wineland Nannies no less than 24 hours to the start of the booking.

References and certificates given by Nannies/Sitters are carefully reviewed by Wineland Nannies and copies of any of these documents are not provided to Clients.

The Client undertakes to provide the Nanny/Sitter with refreshments and a light meal if the Nanny/Sitter is booked for more than 5 hours.

Nannies/Sitters are not allowed to take any food/drink (except water) with them to any booking for health and safety reasons.

Wineland Nannies has no responsibility for a Nanny/Sitters' acts or omissions except where these could reasonably have been identifiable from Wineland Nannies selection procedure or as a result of other information received by Wineland Nannies.

If during a booking, any accidental damage occurs to the Client's property or possessions, this will need to be covered by the Client's own insurance policy.

In the event that a Nanny/Sitter is booked and for reasons beyond the agency's control the Nanny/Sitter cancels at short notice or fails to arrive at the booking time Wineland Nannies will use its best endeavours to find another Nanny/Sitter for the Client. In the event that it is not possible a full refund will be given.

Wineland Nannies is not responsible for any loss suffered as a result of the Nanny/Sitter's failure to keep the appointment except where Sitters has failed to use reasonable care in confirming the details of the appointment with the Nanny/Sitter.

While a Nanny/Sitter is providing services for a Client from an introduction made by Wineland Nannies the Client undertakes to reimburse Wineland Nannies fully for all costs, claims, damages, and liabilities whatsoever arising from the Client's wrong doing or negligence.

If, for any reason, the Client is not happy with their allocated Nanny/Sitter, the Client must inform Wineland Nannies within the first 2 hours of the booking.

ONE replacement Nanny/Sitter will be offered, free of charge.

If another Nanny/Sitter is requested, a new booking will be made and immediate payment will be required.

No refund will be given if the Client declines the replacement Nanny/Sitter.

If the client fails to notify us within the given timeframe the client will not be eligible for a refund or a replacement Nanny/Sitter.

Bookings may be amended no less than ONE WEEK prior to the booking date.

Wineland Nannies reserves the right to terminate any booking if;

- The Nanny/Sitter is treated in a rude manner or feels threatened/unsafe in any way.
- The Nanny/Sitter turns up at a booking and the amount of children exceeds the amount mentioned in the booking confirmation.
- The Nanny/Sitter will terminate the booking immediately and no refund will be given.

Refunds

A full refund will be given if the booking is cancelled one week prior to the booking date.

No refund will be given if the booking is cancelled less than one week prior to the booking date.

Refund settlement timeline from request date:
Bank transfer only: 15 - 25 business days.

Wineland Nannies Clients accept that we may communicate with them by email, text message or phone in relation to any matter concerning childcare bookings made by the Client and periodically with news about Wineland Nannies services.

Apart from in the course of arranging your childcare provision Wineland Nannies will keep your email address, phone number and other personal data confidential at all times. In case of any dispute South African will apply.

Nanny Cams

At Wineland Nannies we wholeheartedly support the use of Nanny Cams. Please note the following;

The use of nanny cams is governed by the Regulation of Interception of Communications and the Provision of Communication Related Information Act (RICA). The act upholds our Constitutional right to privacy.

Therefore:

- It is required that you seek the written consent of your allocated nanny and that of the CEO and owner of Wineland Nannies, Ms Sue Marais, before you set up your camera(s).
- In the case of a live-in nanny, you are not allowed to place cameras in her own private rooms such as her bedroom or bathroom.
- It is also illegal to record in a room where a person may hold the expectancy of privacy, such as a bathroom or a room the nanny uses to change into her uniform.
- If you want to use the camera footage as evidence in a labour hearing against your nanny, it will only be allowed if you can show that your nanny consented to being filmed beforehand.
- If your nanny decides to lay a charge against you for filming her without her consent, a conviction may result in a fine or imprisonment