

# **BLOOM & NURTURE**

## **TERMS AND CONDITIONS**

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ABN 18 478 141 858

Gold Coast – Brisbane – Byron Bay, Australia

*Effective Date: 5 October 2026*

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## **1. INTRODUCTION AND ACCEPTANCE OF TERMS**

- 1.1 These Terms and Conditions (“Terms”) govern access to and use of the website bloomandnurture.com.au (the “Website”) and the booking, delivery, and payment of private nanny, family lifestyle, wedding, event, and corporate childcare services (the “Services”) provided through it by Bloom & Nurture (ABN 18 478 141 858), operating across the Gold Coast, Brisbane, and Byron Bay (“Bloom & Nurture”, “we”, “us”, or “our”).
- 1.2 By using the Website, submitting an enquiry, or making a Booking, you (“you” or “the Client”) agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Website or the Services.

## **2. DEFINITIONS AND INTERPRETATION**

- 2.1 “*Booking*” means a confirmed engagement of a Carer through the Website, by form, or in writing.
- 2.2 “*Carer*” means an independent contractor engaged by Bloom & Nurture to provide childcare or family support services.
- 2.3 “*Client*” means the person who submits a Booking and any parent, guardian, or authorised adult present at the Booking address.
- 2.4 “*Confirmation Fee*” and “*Booking Fee*” mean the non-refundable fees described in clause 7.
- 2.5 “*Consumer Guarantees*” means the guarantees implied into contracts for the supply of goods and services by the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)).
- 2.6 “*Services*” means private nanny support, family and household assistance, overnight care, wedding and event childcare, corporate childcare, and related services offered by Bloom & Nurture.

## **3. ABOUT BLOOM & NURTURE**

- 3.1 Bloom & Nurture is a private nanny and family lifestyle support business. We operate as a matching, screening, and scheduling service: we select, vet, and place Carers with families, manage the Booking process, and coordinate the day-to-day logistics so that our clients experience a seamless, considered standard of care. Carers engaged through Bloom & Nurture are independent contractors and are not employees of Bloom & Nurture.

## **4. ELIGIBILITY AND REGISTRATION**

- 4.1 To make a Booking, you must be at least 18 years of age and provide accurate, current, and complete information, including your contact details, the address at which care will take place, and information about each child in your care, including relevant medical conditions, allergies, and behavioural or support needs.
- 4.2 You are responsible for keeping your information up to date and for notifying us promptly of any change that may affect the safety or suitability of a Booking.

## 5. BOOKINGS AND CONFIRMATION

- 5.1 A Booking is submitted through our enquiry or booking form. A Booking is only confirmed once you have received written confirmation from Bloom & Nurture and the applicable Booking Fee has been paid. Submitting a form or request does not, on its own, guarantee that a Carer will be available.
- 5.2 Where a requested date or time cannot be filled, we will notify you as soon as reasonably possible and refund any Booking Fee paid for that Booking.
- 5.3 The standard minimum booking length is 3 hours, applicable to every day of the week including Sundays and public holidays, with the latest start time for standard Bookings being 8.30pm. A maximum of 5 children may be cared for by a single Carer (maximum 3 children where any child is under 4 years of age).

## 6. STANDARD CARE RATES

- 6.1 Current hourly rates for standard, in-home care are set out below. Each Booking is charged at a single hourly rate covering all children in your care together — the rate is not calculated by multiplying a per-child amount by the number of children — although the applicable rate itself increases with the number of children, as shown below. Saturday Bookings are charged at the weekday rate. Queensland public holidays are applied automatically based on the date of the Booking.

| Children | Weekday / Sat | Sunday  | Public Holiday |
|----------|---------------|---------|----------------|
| 1–2      | \$49/hr       | \$59/hr | \$64/hr        |
| 3        | \$54/hr       | \$64/hr | \$69/hr        |
| 4        | \$59/hr       | \$69/hr | \$74/hr        |
| 5        | \$64/hr       | \$74/hr | \$79/hr        |

- 6.2 These rates are reviewed periodically and may change for new Bookings as described in clause 7.5. The rate confirmed at the time your Booking is accepted applies to that Booking.

## 7. FEES, CHARGES AND PAYMENT

- 7.1 **Booking Fee.** A non-refundable Booking Fee applies to every Booking: \$35 for standard Bookings, \$45 for public holiday Bookings, and \$55 for overnight Bookings. The Booking Fee is payable at the time of submitting your Booking; your requested date is held for 24 hours pending payment, after which it may be released. The Booking Fee is retained by Bloom & Nurture in all circumstances other than where we are unable to fill your Booking, and is not credited against your invoice. Only one Booking Fee applies per Booking.
- 7.2 **Late Bookings.** A late booking fee applies where a Booking is requested with limited notice: \$45 for Bookings requested within 4 hours of the start time, and \$25 for Bookings requested within 12 hours of the start time.
- 7.3 **Travel.** Travel is charged at \$1.10 per kilometre, calculated from your home or accommodation to any location the Carer is required to drive to or from during the Booking, including school, activity, or appointment pick-ups and drop-offs, plus any parking costs incurred.

- 7.4 **Payment.** Payment is processed securely through our nominated payment provider. Full payment (less any Booking Fee already paid) is due in accordance with the invoice provided for your Booking. A dishonoured or failed payment may attract an administration fee of \$9.90 to cover processing costs.
- 7.5 **Changes to Fees.** We may vary our fees and rates from time to time for future Bookings. Any change will be published on the Website or otherwise notified to you and will not affect a Booking that has already been confirmed and paid for.
- 7.6 **GST.** Unless stated otherwise, prices are quoted exclusive of GST. Bloom & Nurture will notify Clients if and when GST becomes applicable to Bookings.

## 8. OVERNIGHT CARE

- 8.1 Overnight care is charged as a flat rate for the period 7:00pm to 7:00am, as set out below. Where care is required outside this window, or where a child wakes more than twice during the overnight period, the standard hourly rate in clause 6 applies to that additional time.

| Children | Flat Overnight Rate (7pm–7am) | Overnight Booking Fee | Total |
|----------|-------------------------------|-----------------------|-------|
| 1–2      | \$360                         | \$55                  | \$415 |
| 3        | \$370                         | \$55                  | \$425 |
| 4        | \$380                         | \$55                  | \$435 |
| 5        | \$390                         | \$55                  | \$445 |

## 9. CANCELLATIONS AND CHANGES

- 9.1 We understand that plans change. The Booking Fee is non-refundable in every circumstance described in this clause. Where you need to cancel or materially change a standard or overnight Booking, the following cancellation charges apply based on the notice given before the scheduled start time:

| Notice Given                          | Cancellation Charge                                  |
|---------------------------------------|------------------------------------------------------|
| More than 48 hours before the Booking | No charge (the Booking Fee is retained in all cases) |
| 24–48 hours before the Booking        | \$50                                                 |
| 4–24 hours before the Booking         | Equivalent to 3 hours at the booked hourly rate      |
| Less than 4 hours' notice, or no-show | The full booked amount                               |

- 9.2 Where Bloom & Nurture is unable to provide a confirmed Carer for a Booking through no fault of the Client, we will use reasonable endeavours to arrange a suitable alternative and, where that is not possible, will refund all amounts paid for that Booking other than as set out in clause 16 (Your Consumer Rights).

## 10. ONGOING NANNY AND PLACEMENT SERVICES

- 10.1 Ongoing, recurring nanny care is billed at the applicable hourly rate agreed at the time of engagement.

- 10.2 Direct nanny placement services are subject to a non-refundable engagement fee of \$350, payable once sourcing begins, followed by a placement fee of \$2,200 (part-time, 8–24 hours per week) or \$2,700 (full-time, 25–37 hours per week), payable on successful placement. Bloom & Nurture provides a four-week replacement guarantee from the placement date, the terms of which will be set out in your placement agreement.

## **11. WEDDINGS, EVENTS AND CORPORATE BOOKINGS**

- 11.1 Wedding, event, and corporate childcare is quoted individually based on your requirements and will be set out in a personalised written proposal or invoice, which forms part of these Terms once accepted. Unless your proposal states otherwise, the following apply:
- a non-refundable \$100 confirmation fee is payable to secure your date and is retained in all circumstances, including cancellation;
  - the balance of your invoice is payable in full one month before your event, or as 50% one month before and 50% two weeks before, as agreed in your proposal; and
  - cancellation within 14–30 days of your event incurs a charge of 50% of the total booking value; cancellation within 14 days of your event incurs a charge of 100% of the total booking value, in addition to the non-refundable confirmation fee.

## **12. CARER SELECTION AND SAFETY SCREENING**

- 12.1 Every Carer engaged by Bloom & Nurture is required to hold a current Working with Children Check appropriate to their state, and, where applicable to the Booking, current First Aid and CPR certification. Carers are interviewed and reference-checked as part of our onboarding process.
- 12.2 While we take considered care in selecting, training, and matching Carers to each family, Carers are independent contractors and not employees or agents of Bloom & Nurture, and we cannot guarantee the conduct of any individual Carer beyond the standard described in clause 17.

## **13. CLIENT RESPONSIBILITIES**

- 13.1 You must provide complete and accurate information about each child in your care, including known allergies, medical conditions, medication requirements, and behavioural or support needs, and must update this information if it changes. Failure to disclose information reasonably relevant to a child's safety or care is a material breach of these Terms.
- 13.2 You must provide a safe home or venue environment for the Booking, including safe storage of medications, hazardous items, and firearms, and must disclose any household pets, security systems, or access arrangements the Carer needs to know about in advance.
- 13.3 Bloom & Nurture does not provide medical care. If a child's needs require medical care or supervision beyond standard first aid, please discuss this with us before booking so we can confirm whether appropriate care can be provided.

## **14. WEBSITE USE AND INTELLECTUAL PROPERTY**

- 14.1 All content on the Website, including text, images, branding, and design, is owned by or licensed to Bloom & Nurture and is protected by copyright and other intellectual property laws.

You may not reproduce, distribute, or create derivative works from any part of the Website without our prior written consent.

- 14.2 You must not use the Website for any unlawful purpose, to transmit harmful code, or to attempt to gain unauthorised access to our systems.

## **15. YOUR CONSUMER RIGHTS**

- 15.1 Nothing in these Terms excludes, restricts, or modifies any Consumer Guarantee, right, or remedy conferred on you by the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted, or modified. If a Consumer Guarantee applies to the Services and is not met, you are entitled to remedies under the Australian Consumer Law regardless of any other provision of these Terms.

## **16. LIABILITY**

- 16.1 To the maximum extent permitted by law, and subject to clause 16, Bloom & Nurture's liability arising from or in connection with these Terms or the Services is limited as follows:
- Bloom & Nurture will not be liable for any indirect, special, or consequential loss or damage arising from the Services;
  - Bloom & Nurture is not liable for the acts, omissions, negligence, or misconduct of a Carer, except to the extent that liability arises from our own failure to exercise reasonable care in the selection, screening, or supervision of that Carer; and
  - nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, or for fraud, to the extent such liability cannot be excluded by law.

## **17. INSURANCE**

- 17.1 Bloom & Nurture holds Public Liability Insurance. Carers are required, as a condition of engagement, to comply with the safety standards and procedures set by Bloom & Nurture.

## **18. PRIVACY**

- 18.1 We collect and handle personal information, including sensitive information about your children where relevant, in accordance with our Privacy Policy, available on the Website. By using the Website and Services, you acknowledge that your information will be handled as described in that policy.

## **19. SUSPENSION AND TERMINATION**

- 19.1 Either party may terminate an ongoing care arrangement by giving the other 14 days' written notice.
- 19.2 Bloom & Nurture may suspend or decline a Booking, or end an ongoing arrangement, without notice where reasonably necessary to protect the safety of a Carer, a child, or another person, or where these Terms have been materially breached.

## 20. COMPLAINTS AND DISPUTE RESOLUTION

- 20.1 If a dispute arises under these Terms, both parties agree to first attempt to resolve it through direct negotiation for a period of 28 days. If the dispute is not resolved within that time, either party may refer it to mediation before commencing legal proceedings.
- 20.2 These Terms are governed by the laws of Queensland, Australia, and the parties submit to the exclusive jurisdiction of the courts of Queensland exercising jurisdiction in Brisbane.

## 21. FORCE MAJEURE

- 21.1 Bloom & Nurture is not liable for any failure or delay in providing the Services caused by circumstances beyond our reasonable control, including extreme weather, natural disaster, public health emergency, or government restriction. Where a Booking is affected, we will notify you as soon as practicable and, where the Services cannot be provided, refund amounts paid other than non-refundable fees described in these Terms.

## 22. CHANGES TO THESE TERMS

- 22.1 We may update these Terms from time to time to reflect changes in our services, pricing, or legal obligations. The current version will always be available on the Website, together with its effective date. Changes will not apply retrospectively to a Booking already confirmed.

## 23. GENERAL

- 23.1 **Entire Agreement.** These Terms, together with any written proposal or invoice specific to your Booking, constitute the entire agreement between you and Bloom & Nurture in relation to the Services.
- 23.2 **Severability.** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.
- 23.3 **No Waiver.** A failure by either party to enforce a provision of these Terms is not a waiver of that provision.
- 23.4 **Assignment.** You may not assign or transfer your rights under these Terms without our prior written consent.

## 24. CONTACT US

- 24.1 If you have any questions about these Terms, please contact us using the details below. Bloom & Nurture is a mobile, in-home service and does not operate from a fixed place of business; the region below reflects our service area only.
- Bloom & Nurture, ABN 18 478 141 858
  - Service area: Gold Coast, Brisbane, and Byron Bay
  - Email: [info@bloomandnurture.com.au](mailto:info@bloomandnurture.com.au)