

**DIFY ON CALL**

Does It For You — Child Services

Babysitting Services Application & Client Agreement

1. Parties

This Agreement is entered into between DIFY PROJECTS (Pty) Ltd, trading as DIFY ON CALL ("the Company", "DIFY ON CALL"), and the client detailed below ("the Parent", "the Client"), together referred to as "the Parties".

Parent/Guardian full name(s): _____

Parent/Guardian ID/Passport number (DOB alone not accepted):

Parent/Guardian cell phone number:

Parent/Guardian email address: _____

Emergency contact name & number (if different from above):

By signing this Agreement, the Parent confirms they are the child(ren)'s parent or legal guardian and have full authority to contract for childcare services and to consent to emergency medical treatment on the child(ren)'s behalf.

2. Child(ren) Details

I, the undersigned Parent, engage DIFY ON CALL to provide reasonable, competent care for the following child(ren), who must be my biological, legally adopted, or stepchild(ren):

1. Full name: _____

Date of birth: _____

2. Full name: _____

Date of birth: _____

3. Full name: _____

Date of birth: _____

Additional children not listed above, or children who are not the Parent's biological, adopted, or stepchild(ren), require prior written approval from DIFY ON CALL and will incur an additional fee.

Start date for allocated Sitter: _____

Age Class:

☐ Infant (0–2 yrs) ☐ Toddler (2–4 yrs) ☐ Child (5+ yrs)

Babysitter Class Requested:

☐ Relevant Experience ☐ ECD-Qualified



Babysitter Age Preference:

☐ 25–34 ☐ 35–49 ☐ 50+

3. Service Type & Location

Please indicate the service required:

☐ Hourly ☐ Once-Off Daily ☐ Overnight Stay ☐ Night Care

☐ Stay-In ☐ Stay-Out ☐ Nanny Share ☐ Special Request

Frequency:

☐ Once-Off ☐ Weekly ☐ Daily/Full-Time

Address where the service is to be rendered:

Unit number (if applicable): _____

Street name: _____

Suburb: _____

City/Town: _____

Postal code: _____

Sitters must report directly to the address above and are not permitted to attend to the child(ren) at any other location, or to remove the child(ren) from this address, unless the Parent has provided prior written consent to DIFY ON CALL specifying the alternate location and duration.

4. Child Welfare, Medical & Special Needs Information

Accurate and complete disclosure of the information below is a condition of this Agreement, as it directly affects the child(ren)'s safety.

Food/allergy/special dietary instructions:

Medical conditions, chronic medication, or disability-related care needs:

Medication to be administered during the booking (name, dose, time) — attach written dosage instructions: _____

Household pets (species/temperament):

The Parent authorises DIFY ON CALL and the allocated Sitter to administer the medication listed above strictly per the Parent's written instructions, and to seek emergency medical treatment for the child(ren) if the Parent or emergency contact cannot be reached, at the Parent's cost.

The Parent warrants that all information provided in this Agreement is true and complete, and that nothing relevant to the child(ren)'s safety or wellbeing has been withheld.



5. Child Safeguarding Standards

DIFY ON CALL is committed to the safety and dignity of every child in its care and applies the following minimum safeguarding standards to all Sitters:

- All Sitters/Caregivers undergo identity verification and a criminal record/vulnerable-persons background check prior to placement, in accordance with the Children's Act 38 of 2005 and applicable South African Police Service clearance processes.
- Sitters/Caregivers may not administer any form of physical discipline, corporal punishment, verbal abuse, or degrading treatment of any kind. Any breach constitutes immediate grounds for termination and referral to the relevant authorities.
- Sitters/Caregivers may not photograph, film, or share images of the child(ren) on personal devices or social media, and may not share their personal contact details with the child(ren) directly, without the Parent's prior written consent.
- Sitters/Caregivers may not administer any medication, remedy, or supplement not expressly authorised in writing by the Parent under Clause 4.
- Sitters/Caregivers must maintain direct, active supervision of the child(ren) at all times and may not leave the child(ren) unattended, invite visitors to the residence, or permit unauthorised persons contact with the child(ren).
- DIFY ON CALL operates a mandatory reporting policy, any Sitters/Caregivers or staff member who suspects abuse, neglect, or harm to a child, whether arising from within or outside the household, is required by law and by Company policy to report this to DIFY ON CALL management and, where applicable, to the South African Police Service or a designated child protection organisation, in line with Section 110 of the Children's Act.
- The Parent agrees to provide a safe environment reasonably free of hazards, and to disclose any person residing at or regularly present at the property who will have access to the child(ren) during the booking.

This clause exists to protect the child(ren) in the Company's care and, equally, to protect DIFY ON CALL, its Sitters, and its staff against unfounded allegations, through clear, documented standards of conduct.

6. Fees & Payment Terms, Payment in Advance

All service fees under this Agreement are payable strictly in advance, in full, prior to the commencement of the relevant service period. No Sitters/Caregivers will be allocated, dispatched, or permitted to commence a booking until full payment has cleared in the Company's bank account.

6.1 Admin & Booking Fee

- A non-refundable admin/booking fee of R350 (once-off/daily bookings) or R600 (full-time/stay-in bookings) is payable on acceptance of any quote, before a Sitters/Caregivers is allocated.

6.2 Advance Payment Requirement

- Full-time Stay-In or Stay-Out services: 100% of the quoted amount for the relevant billing period is payable in advance, no later than the date selected below, and before service commences.
- Hourly, Once-Off Daily, Overnight, and Night Care services: 100% of the quoted amount is payable in advance of the booking date; no balance may be settled on arrival or departure of the Sitter.
- Nanny Share arrangements: full payment is due in the Company's account no later than the last business day of the month preceding the month of service.



- No payments of any kind are to be made directly to a Sitters/Caregivers. Any payment made directly to a Sitter is made at the Client's own risk and does not discharge the Client's payment obligation to DIFY ON CALL.

Monthly payment date (recurring bookings) payment must reflect in the Company account on or before this date each month:

☐ 15th ☐ 20th ☐ 25th

☐ 26th ☐ 27th ☐ 28th ☐ 29th

6.3 Late & Failed Payments

- Where payment has not cleared in advance of the scheduled service date, DIFY ON CALL reserves the right to suspend or cancel the booking without liability, and no Sitters/Caregivers will be dispatched.
- Annual price reviews apply at up to 10% (Annual Consumer-linked Increase, "ACI"), effective from the anniversary of the first accepted quote.
- Failure to pay any invoice may, at the Company's discretion, result in legal action and/or listing with a registered credit bureau, and referral to a debt recovery agent in accordance with Clause 10.

Refer to the full Payment Terms at Annexure A for additional detail.

7. Standby & Substitution

Where an allocated Sitter is unable to report for duty due to unforeseen circumstances, the Client may access DIFY ON CALL's standby service, and an alternative vetted Sitter will be dispatched, subject to availability. On Nanny Share arrangements, a replacement Sitter will be allocated at no additional charge if requested within one month of the original Sitter's placement.

8. Termination

- Either Party may terminate this Agreement by giving 15 calendar days' written notice.
- Where services are already in progress, the Client remains responsible for payment in full for all services rendered up to the termination date.
- Where the Client terminates without the required notice, DIFY ON CALL may charge a termination fee equal to 25% of the remaining contracted balance, or R2000, whichever is greater.
- All admin/booking fees are non-refundable under all circumstances.
- Advance payments are refundable only where termination is requested with the full 15 calendar days' written notice and no service has yet commenced, otherwise, advance payments are forfeited pro rata to services rendered.

9. Complaints Procedure

- All complaints must be submitted in writing to relations@difyoncall.co.za.
- DIFY ON CALL will acknowledge and respond to complaints within 48 hours of receipt.
- Complaints involving suspected harm to a child will be treated as urgent and escalated immediately in accordance with Clause 5.



10. Indemnity, Liability & POPIA Consent

In consideration of the child(ren) being permitted to participate in the babysitting services, the Parent agrees to indemnify and hold harmless DIFY PROJECTS (Pty) Ltd t/a DIFY ON CALL, its directors, staff, and contracted Sitters/Caregivers against any and all claims, demands, actions, loss, or damage including damage to or loss of personal property, or injury to the Parent or child(ren) arising out of or connected with the child(ren)'s participation in the service, including costs arising from emergency medical treatment, save where such loss or injury arises from the gross negligence or wilful misconduct of DIFY ON CALL or its Sitter.

The Client consents, in terms of the Protection of Personal Information Act 4 of 2013 (POPIA), to DIFY ON CALL processing the personal information supplied in this Agreement for the purposes of service delivery, verification, debt recovery, and legal compliance. DIFY ON CALL will not disclose Sitters/Caregivers personal information to any third party and will not disclose Client personal information except as required for debt recovery or by law.

DIFY ON CALL reserves the right to request additional verification documents (e.g. ID or valid passport) from the Client at any time, and to withhold allocation of a Sitters/Caregivers pending satisfactory verification or affordability confirmation.

11. Force Majeure

Neither Party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including load-shedding, extreme weather, civil unrest, pandemic-related restrictions, or other events of force majeure, provided the affected Party notifies the other as soon as reasonably possible.

12. General

- This Agreement constitutes the entire agreement between the Parties and is valid for 12 months from the date the first quote is accepted, renewable thereafter on the same terms unless amended in writing.
- This Agreement is governed by the laws of the Republic of South Africa. Disputes not resolved via the Complaints Procedure may be referred to mediation before litigation.
- No amendment to this Agreement is valid unless recorded in writing and signed by both Parties.

13. Acknowledgement & Signature

I confirm that I have read, understood, and agree to be bound by this Agreement, including the Payment Terms, Child Safeguarding Standards, and Indemnity set out above, and that the information I have provided is true and complete.

Parent/Guardian signature: _____

Date: _____



Annexure A: Payment Terms (Detail)

- A non-refundable admin fee of R350 (once-off) or R600 (full-time) is payable on acceptance of a quote, before a Sitter is allocated.
- 100% of the quoted amount is payable in advance of service commencing for all service types. No portion of the fee may be settled on arrival or departure of the Sitter.
- All payments are made into the DIFY PROJECTS bank account below. No payments are to be made directly to a Sitter.
- No Sitter will be allocated until the admin fee and full advance payment have been received and cleared.
- Nanny Share payments must reflect in the Company account no later than the last day of the month preceding the month of service.
- Advance payments are refundable only where termination is requested with the full 15 calendar days' written notice and no service has yet commenced.

Banking Details

Bank Name	Standard Bank
Account Name	DIFY PROJECTS (Pty) Ltd t/a DIFY ON CALL
Account Number	10234172175
Branch Code	051001
Reference	Client Reference / Invoice Number

DIFY PROJECTS (Pty) Ltd t/a DIFY ON CALL | Child Services | relations@difyoncall.co.za