月嫂 / 育儿嫂 / 保姆撮合服务协议 / Carer Matching Agreement

撮合开始前的书面告知 / Written notice given before matching begins

协议版本 / Agreement version: v4.3-2026-09-23

月嫂 / 育儿嫂 / 保姆撮合服务按公开价收费；MomHomeCare 会员按会员价收费。会员指已购买 MomHomeCare 产后护理套餐的家庭。两套价格见附录 B。

Carer matching is charged at the standard rate; MomHomeCare members pay the member rate. A member is a family that has purchased a MomHomeCare postnatal care package. Both sets of rates are in Schedule B.

本协议正文共五条：服务内容、费用与付款、进度与随访、退款、责任边界。需求表、价目表、雇主须知与法律条款见附录 A 至 D，均为本协议的组成部分。

The body of this agreement is five clauses: our service, fees and payment, progress and follow-up, refunds, and where our responsibility ends. Your requirements, the price list, the employer checklist and the legal terms are in Schedules A to D, which form part of this agreement.

请在签署前完整阅读。如有任何疑问，请先与我们联系，我们将以中文或英文说明后再行签署。

Please read in full before signing. If anything is unclear, contact us first — we will explain in Chinese or English before you sign.

双方 / Parties

服务方 / Provider: MHC Health Pty Ltd (ABN 25 664 770 156), 商号 MomHomeCare

18/7 Northcliff St, Milsons Point NSW 2061

hello@momhomecare.com.au · 悉尼 02 8000 0166 · 墨尔本 03 8820 1168

家庭方 / Family: _____（家庭方姓名 / Family name）

联系电话 / Phone: _____

邮箱 / Email: _____

即时通讯（微信 / WhatsApp） / Messaging (WeChat / WhatsApp): _____

服务地址 / Service address:

正文 / Body

一、服务内容 / 1. What we do

我们提供介绍与撮合服务：了解你的需求、筛选人选、安排面谈（可应要求陪同），并按第三条提供上户后的随访协助。是否录用、录用谁，由你决定。

We provide an introduction and matching service: we take your requirements, shortlist candidates, arrange interviews (and sit in on request), and provide the follow-up support in clause 3. Whether to engage anyone, and whom, is your decision.

我们不是雇主，也不是任何一方的代理人。雇佣或服务关系直接建立在你与人选之间；报酬、工时、住家安排与休息安排由双方直接商定。

We are not the employer, and we are not the agent of either party. The engagement is directly between you and the carer; pay, hours, live-in arrangements and rest days are agreed between the two of you.

保姆只做家务，不含照看儿童。需要照看儿童的，请选择月嫂或育儿嫂。你安排保姆照看儿童的，由此产生的一切

后果由你自行承担。
A housekeeper does housework only and does not look after children. If you need childcare, choose a postnatal nanny or an infant nanny. If you have a housekeeper look after children, the consequences are yours.

阿姨的证件和经历由家庭自行核实。方法见附录 C。我们不对人选的品行、能力或经验作任何担保。
It is the family's responsibility to verify the carer's documents and experience. Schedule C explains how. We do not guarantee any candidate's character, ability or experience.

二、费用与付款 / 2. Fees and payment

本次服务费按附录 B 所列比例，以你与人选书面约定的工资计算，含 GST。签约时人选尚未选定、工资未定，所以此时无法给出确定金额；余款支付前，我们以书面方式告知确切金额及计算过程。除本协议另有约定外，不收取其他费用。
The fee is the percentage in Schedule B applied to the wages you agree in writing with the carer, including GST. When you sign, no carer has been chosen and no wage agreed, so the exact amount cannot be given yet; before the balance is paid we tell you the exact amount and how it was worked out, in writing. No other fee is payable except as set out in this agreement.

预付款 A$1,000，在 wynssa app 下单时支付；付款成功后我们即按附录 A 的需求开始匹配。交易由 wynssa 平台处理——平台只通过 App 内付款或顾问确认的账户收款，不会用别的账户向你要钱。
A deposit of A$1,000 is paid when you place the order in the wynssa app. Once the payment succeeds we begin matching against Schedule A. The transaction is processed by the wynssa platform — payments are collected only through the app or an account confirmed by your consultant; we will never ask for money through any other account.

余款（服务费减去预付款），在你确认选定人选、与其商定工资与上户日期后，人选上户前通过 wynssa app 支付。支付前，你与人选须在 wynssa 系统中分别确认同一工资与服务期。服务费低于预付款的，差额在人选上户后退还给你。
The balance (the fee less the deposit) is paid through the wynssa app after you have chosen a carer and agreed pay and a start date, and before she starts. Before it is paid, you and the carer each confirm the same wage and service period in the wynssa system. If the fee is less than the deposit, we refund the difference once the carer has started.

三、进度与随访 / 3. Progress and follow-up

我们不承诺找到合适人选的具体时间——有经验的中文月嫂在澳洲长期供不应求，合适人选出现的时间取决于当时的市场。我们承诺的是沟通：每 7 天提供一次书面进度更新（微信、WhatsApp 或邮件），说明本周工作、在谈人选数量与当前进展。
We do not promise how long it will take to find the right person — experienced Chinese-speaking carers are in short supply in Australia. What we commit to is contact: every 7 days you get a written progress update (WeChat, WhatsApp or email) — what we did that week, how many candidates are in play, and what is holding things up.

随访：人选上户后的前两周，我们主动与你联系跟进。
Follow-up: we contact you during the first two weeks after the carer starts.

免费换人（试用期）：自第一位人选实际上户之日起共 2 周内，你对人选不满意的，我们免费为你更换，最多 3 次。2 周自第一位人选上户起连续计算，不因换人重新起算。
Free replacement (trial period): for 2 weeks in total from the day the first carer actually starts, if you are not satisfied with the carer we replace her free of charge, up to 3 times. The 2 weeks run continuously from the first start date and do not restart when a carer is replaced.

人选中途离开：在约定服务期内，人选单方面离开（非你辞退）的，任何时候我们都免费为你更换，不占用上述 3 次额度。
If the carer walks out: if, during the agreed service period, the carer leaves of her own accord (not because you dismissed her), we

replace her free of charge at any time, and this does not count towards the 3 replacements above.

换人的条件：附录 A 的需求无实质变化；填写需求时如实告知家庭情况；本协议项下已到期的费用已付清。换人同样适用每 7 天一次的进度更新。
Conditions for a replacement: the requirements in Schedule A have not materially changed; you described your household accurately; and amounts due under this agreement have been paid. The 7-day progress updates apply to a replacement search too.

四、退款 / 4. Refunds

预付款的退还：
（1）付款后 14 天内我们未能为你安排任何面试，你决定取消的，全额退还；
（2）在我们安排面试之前，你决定取消的，退还 70%。扣除的 30% 用于需求沟通、客服与招聘推广已经发生的成本，这一点在你付款前已向你说明；
（3）已安排面试、人选尚未上户，你决定不再继续的，退还 50%。
Refund of the deposit:
(1) if within 14 days of payment we have not arranged any interview for you and you decide to cancel, it is refunded in full;
(2) if you decide to cancel before we have arranged an interview, 70% is refunded. The 30% retained covers costs already incurred on the requirements consultation, customer service and recruitment advertising — as explained to you before you paid;
(3) if an interview has been arranged and you decide not to continue before any carer starts, 50% is refunded.

上户后 2 周内：按第三条免费换满 3 次后仍不满意的，你可以申请退款。我们按人选实际上户时长的工资 × 该品类「不满 6 个月」的比例（月嫂按其比例；会员按会员价）计算服务费，最低 A$500，已付款项超出部分全部退还。例：育儿嫂实际上户 2 周，扣 2 周工资 × 20%（会员 15%）。
Within 2 weeks of the start date: if you are still not satisfied after the 3 free replacements under clause 3, you may ask for a refund. We charge a fee of the wages for the time a carer actually worked × the category's under-6-month rate (for a postnatal nanny, its single rate; for members, the member rate), with a minimum of A$500, and refund everything you have paid above that. Example: an infant nanny who actually worked 2 weeks — we keep 2 weeks' wages × 20% (15% for members).

上户满 2 周后，服务费不予退还。人选中途离开的，按第三条免费换人。
Once 2 weeks have passed since the start date, the fee is not refundable. If the carer walks out, she is replaced free of charge under clause 3.

退款通过 wynssa 平台在我们确认之日起 10 个工作日内原路退回至你的付款方式，平台的退款记录即为凭证。退款后本协议终止，我们在本协议项下的随访与换人协助同时终止。
Refunds are made through the wynssa platform within 10 business days of confirmation, to the payment method you used; the platform's refund record is your receipt. Once refunded, this agreement ends and so does the follow-up and replacement support under it.

退款以撮合未产生结果为前提。若你在退款后继续或重新雇佣我们介绍过的任何人选——包括以家人或他人名义雇佣，或经该人选转介的人——即视为本次撮合已经完成，你须于我们通知之日起 7 日内按本协议补足全额服务费；未补足的，我们保留追索的权利。退款确认时，我们会列明本次介绍过的人选名单。
A refund assumes the matching produced no result. If, after a refund, you continue to engage or re-engage anyone we introduced — including through a family member or another person, or someone that candidate referred — the matching is treated as completed and you must pay the full fee under this agreement within 7 days of our notice; if it is not paid we reserve the right to recover it. When we confirm a refund we will list the candidates we introduced.

本条不影响你在《澳洲消费者法》下的权利（见附录 D）。
This clause does not affect your rights under the Australian Consumer Law (Schedule D).

五、责任边界 / 5. Where our responsibility ends

雇主责任由你承担。因人选由你直接雇佣，代扣所得税、超年金、工伤保险与最低工资标准均为你的责任。附录 C 为提醒清单，不构成税务或法律建议，请咨询你的会计师。
The employer obligations are yours. Because you engage the carer directly, PAYG withholding, superannuation, workers compensation and minimum pay standards are your responsibility. Schedule C is a prompt list, not tax or legal advice — please get your own advice.

人选上户后的一切事项与我们无关——工作表现、行为、造成的任何损失或伤害、与你之间的任何争议，均属你与人选之间的事项。在法律允许的范围内，我们对此不承担责任；我们在本协议项下对你的全部责任，以你已支付并可依第四条退还的费用为限。
What happens after the carer starts is between you and the carer — her performance, her conduct, any loss or injury, and any dispute between you. To the extent the law allows, we are not liable for any of it, and our total liability to you under this agreement is limited to the fee you have paid and can have refunded under clause 4.

本协议项下的支持在你雇佣了我们未曾介绍的人选时即时终止。其后你与该人选之间的任何安排与我们无关。
The support under this agreement ends immediately if you engage someone we did not introduce. What follows between you and that person is a separate arrangement.

本次撮合 / This engagement

品类 / Service: _____
预计服务期 / Expected service period: _____
适用比例 / Rate: 按所选品类与会员身份，见附录 B / as set out in Schedule B for the chosen service and membership
服务费 / Fee: 按附录 B，以你与人选书面约定并在 wynssa 系统中确认的工资计算，余款支付前书面告知 / worked out under Schedule B on the wage you agree with the carer and confirm in the wynssa system; confirmed to you in writing before the balance is paid
签署时支付的预付款 / Deposit payable on signing: A$1,000.00
余款 / Balance: 服务费减预付款，人选上户前支付 / the fee less the deposit, paid before the carer starts
付款方式 / Payment method: wynssa app「月嫂套餐」/ Nanny Package in the wynssa app
wynssa 订单号 / wynssa order no.: _____

附录 A · 本次的书面需求 / Schedule A · Your written requirements

由家庭方填写。此表为我们筛选人选的依据，亦为第三条「需求无实质变化」的判断依据。信息越具体，匹配越准确。
Completed by the family. This is what we shortlist against, and what clause 3 means by requirements that have not materially changed.

[照护需求 / Care required]
照护类型 / Type of care: _____
是否住家 / Live-in: _____
预产期 / Due date: _____
期望上户日期 / Preferred start date: _____
服务时长 / Length of engagement: _____

[服务地址 / Service address]

区（Suburb） / Suburb: _____

街道门牌 / Street address: _____

[家庭情况 / Household]

孩子数量 / Children: _____

宝宝年龄段 / Age of youngest: _____

家中成人数 / Adults at home: _____

老人是否同住 / Grandparents at home: _____

宠物 / Pets: _____

[居住条件 / Home]

房屋类型 / Home type: _____

独立房间 / Own room: _____

独立卫浴 / Own bathroom: _____

停车 / Parking: _____

[对人选的偏好 / Preferences]

语言要求 / Languages: _____

是否需要做饭 / Cooking: _____

菜系偏好 / Cuisine: _____

月子餐需求 / Confinement meals: _____

经验偏好 / Experience: _____

年龄偏好 / Age preference: _____

其他必须满足的条件 / Anything else that must be met:

_____

附录 B · 服务费 / Schedule B · Fees

[ ] 月嫂：约定工资总额的 20%；会员 15%。不分服务期长短。

Postnatal nanny: 20% of the total agreed wages; members 15%. Regardless of the length of the service period.

[ ] 育儿嫂：服务期 6 个月及以上，约定工资总额的 15%，会员 10%；服务期不满 6 个月，20%，会员 15%。工资总额最多按 12 个月计算（服务期超过 12 个月的，仍按 12 个月计算）。

Infant nanny: for a service period of 6 months or more, 15% of the total agreed wages, members 10%; for less than 6 months, 20%, members 15%. At most 12 months of wages are counted (a longer period is still counted as 12 months).

[ ] 保姆（只做家务，不含照看儿童）：服务期 6 个月及以上，约定工资总额的 10%，会员 8%；服务期不满 6 个月，15%，会员 10%。工资总额最多按 12 个月计算。

Housekeeper (housework only, no childcare): for a service period of 6 months or more, 10% of the total agreed wages, members 8%; for less than 6 months, 15%, members 10%. At most 12 months of wages are counted.

工资总额 = 你与人选书面约定的基本工资 × 约定服务期。只计基本工资，不含食宿、交通、加班费、奖金与报销。需要在周与月之间换算时，1 个月工资 = 周薪 × 52 ÷ 12。

Total agreed wages = the base wage you agree in writing with the carer × the agreed service period. Base wage only — not board, lodging, travel, overtime, bonuses or reimbursements. Where weeks and months need converting, one month's wage = the weekly wage × 52 ÷ 12.

服务期以你与人选约定的服务期为准；同一人选续约或延长的，按累计服务期重新计算服务费并补足差额，重算金额低于已付金额的不作调整。育儿嫂与保姆累计超过 12 个月的部分不再收取。
The service period is the one you agree with the carer. If you extend or renew with the same carer, the fee is recalculated on the total period and you pay the difference; if the recalculated fee is lower than what you have paid, nothing changes. For an infant nanny or a housekeeper, nothing further is charged beyond 12 months in total.

如实申报。你申报的工资或服务期低于你与人选实际约定的，我们有权按实际约定补收差额。
Accurate figures. If the wage or period you give us is lower than what you actually agreed with the carer, we may recover the difference based on the actual agreement.

最低服务费 A$500。会员价适用于下单时已是 MomHomeCare 会员的家庭（已购买 MomHomeCare 产后护理套餐）。
The minimum fee is A$500. Member rates apply to a family that is a MomHomeCare member when the order is placed (having purchased a MomHomeCare postnatal care package).

所有服务费均含 GST。下单时支付预付款 A$1,000；余款（服务费减预付款）在人选上户前支付。
All fees include GST. A deposit of A$1,000 is paid when you order; the balance (the fee less the deposit) is paid before the carer starts.

预付款 / Deposit: A$1,000.00

附录 C · 雇主须知 / Schedule C · What you need to know as the employer

因人选由你直接雇佣，下列责任由你承担。本清单仅为提示，不构成税务、法律或用工建议，请另行咨询你的会计师或相关机构。
Because you engage the carer directly, the following are your responsibilities. This is a prompt list, not tax, legal or workplace advice — please get your own advice.

自行查验事项。阿姨的证件和经历由家庭自行核实。保姆只做家务，不含照看儿童。
Your own checks. It is the family's responsibility to verify the carer's documents and experience. A housekeeper does housework only and does not look after children.

代扣所得税（PAYG withholding）：澳洲税务局说明，雇用家庭帮工的住户可能需要代扣税款，并在首次付款前完成登记（无需 ABN，税局发放 WPN）。
PAYG withholding: the ATO states that householders may need to withhold tax from payments to household employees and must register before the first payment (no ABN needed; the ATO issues a withholding payer number).

超年金（Super）：自 2022 年 7 月 1 日起，家庭帮工每周工作超过 30 小时即须缴纳超年金，与报酬多少无关。住家人选通常超过该时数。
Superannuation: since 1 July 2022, super is payable for a household worker who works more than 30 hours in a week, regardless of pay. A live-in carer usually exceeds that.

工伤保险：新州与维州均规定，雇主年度工资总额超过 A$7,500 时须投保。一期完整的月子服务常常超过该数额。
Workers compensation: in both NSW and Victoria an employer must hold a policy once annual wages exceed A$7,500. A full confinement engagement often exceeds that.

最低标准：私人家庭中的月嫂 / 保姆通常适用 Miscellaneous Award 的最低工资与条件。
Minimum standards: a carer in a private home is generally covered by the Miscellaneous Award.

附录 D · 法律条款 / Schedule D · Legal terms

以下条款与正文具有同等效力。
These terms have the same effect as the clauses in the body.

《澳洲消费者法》下的权利。我们的服务附带不可排除的消费者保障，包括以应有的谨慎与技能提供服务、服务适合你已说明的用途、在合理时间内提供。若服务存在重大缺陷，你可能有权取消并要求退款，或要求赔偿价值差额。本协议任何内容均不排除、限制或修改任何依法不可排除的权利或保障；冲突之处以法律为准。
Your rights under the Australian Consumer Law. Our services come with consumer guarantees that cannot be excluded — including that services are provided with due care and skill, are fit for the purpose you told us about, and are supplied within a reasonable time. If there is a major failure, you may be entitled to cancel and obtain a refund, or to compensation for the difference in value. Nothing in this agreement excludes, restricts or modifies any right or guarantee that cannot be excluded under law; where they conflict, the law prevails.

发票。每笔付款成功后，wynssa app 提供税务发票，开票方为 MHC Health Pty Ltd（ABN 25 664 770 156），载明日期、服务内容与 GST。
Invoices. After each successful payment the wynssa app provides a tax invoice issued by MHC Health Pty Ltd (ABN 25 664 770 156), showing the date, the service and the GST.

投诉与争议。如有异议，请先联系 hello@momhomecare.com.au，我们在 5 个工作日内回复。若未能解决，你可向新南威尔士州公平交易厅（NSW Fair Trading）或所在州的相应机构投诉。
Complaints and disputes. If something is wrong, contact us first at hello@momhomecare.com.au. We respond within 5 business days. If we cannot resolve it, you can take the matter to NSW Fair Trading, or the equivalent body in your state.

个人信息。我们如何收集、使用与保存你的个人信息，见 MomHomeCare《隐私政策》（www.momhomecare.com.au/privacy）与 wynssa《隐私政策》（wynssa.com/legal/privacy）。你在 wynssa app 中接受本协议时，系统另记录接受时间、IP 地址与设备标识、订单号，以及接受当刻的协议全文及其哈希值——仅用于证明本协议于何时、以何种内容成立。我们不出售或出租你的个人信息。
Personal information. How we collect, use and store your personal information is set out in the MomHomeCare Privacy Policy (www.momhomecare.com.au/privacy) and the wynssa Privacy Policy (wynssa.com/legal/privacy). When you accept this agreement in the wynssa app the system also records the time of acceptance, your IP address and device identifier, the order number, and the full text of this agreement at that moment together with its hash — used only to evidence when this agreement was made and on what terms. We do not sell or rent your personal information.

对外表述。未经我们书面同意，不得在招聘、广告或对外陈述中表示某位人选「由 MomHomeCare 派遣」「是 MomHomeCare 的员工」或类似说法。我们是介绍方而非雇主，措辞须与事实一致。
How we may be described. Without our written consent, you may not state in any advertisement, listing or public statement that a carer is supplied by, employed by, or staff of MomHomeCare. We are the introducer, not the employer, and the wording must match.

修改。本协议的任何修改须经双方书面同意方可生效。任何一方均不得单方面变更费用、服务范围或条款。
Changes. Any change to this agreement takes effect only if both parties agree in writing. Neither party may unilaterally change the fee, the scope, or the terms.

适用法律。本协议受新南威尔士州与澳大利亚联邦法律管辖，由新南威尔士州法院管辖。
Governing law. This agreement is governed by the laws of New South Wales and the Commonwealth of Australia, and the courts of New South Wales have jurisdiction.

语言。本协议以中文与英文订立，两种文本意思应当一致；如有不一致，以英文文本为准。签署前，我们可用你选择的语言解释任何条款。
Language. This agreement is made in Chinese and English, and the two are intended to have the same meaning. If they differ, the English version prevails. Before you sign, we will explain any clause in whichever language you prefer.

与平台条款的关系。你在 wynssa app 中的账户、下单与支付适用 wynssa《服务条款》；本服务的内容、进度、随访与退款以本协议为准。两者就退款不一致的，以对你更有利的本协议为准。MomHomeCare 网站《服务条款》就

本服务如有不一致，亦以本协议为准。
Relationship to the platform terms. Your account, orders and payments in the wynssa app are governed by the wynssa Terms of Service; the content of this service, progress, follow-up and refunds are governed by this agreement. Where the two differ on refunds, this agreement — the more favourable to you — applies. Where the MomHomeCare website Terms differ on this service, this agreement also prevails.

确认与签署 / Acknowledgement and signature

本次撮合由家庭方在 wynssa app 中主动发起并下单。
The family initiated this engagement and placed the order in the wynssa app.

[ ] 我已阅读第一条，理解 MomHomeCare 为介绍撮合方而非雇主；保姆不含照看儿童；阿姨的证件和经历由家庭自行核实。
I have read clause 1 and understand that MomHomeCare introduces and matches but is not the employer; that a housekeeper does not look after children; and that verifying the carer's documents and experience is the family's responsibility.

[ ] 我已阅读第四条，理解预付款在不同阶段的退还比例（全退 / 70% / 50%）、上户 2 周内换满 3 次仍不满意时按实际上户时长扣费（最低 A$500）、上户满 2 周后服务费不退；退款后若继续雇佣 MomHomeCare 介绍过的人选，须补足全额服务费。
I have read clause 4 and understand how much of the deposit is refunded at each stage (in full / 70% / 50%); that if I am still not satisfied after 3 replacements within 2 weeks of the start date, a fee based on the time actually worked is kept (minimum A$500); that the fee is not refundable after 2 weeks; and that if I engage someone MomHomeCare introduced after a refund, I must pay the full fee.

[ ] 我已阅读第五条，理解代扣所得税、超年金、工伤保险与最低工资标准是我作为雇主的责任，人选上户后的事项属我与人选之间的事项。
I have read clause 5 and understand that PAYG withholding, superannuation, workers compensation and minimum pay standards are my responsibility as the employer, and that what happens after the carer starts is between me and the carer.

本人确认：已完整阅读本协议正文与附录 A 至 D，已有充分时间提问，所填内容真实准确。本人以在 wynssa app 中勾选确认、输入姓名并支付预付款的方式签署本协议，并同意以电子方式签署与接收本协议。
I confirm that I have read the body of this agreement and Schedules A to D in full, had time to ask questions, and that what I have entered is true and accurate. I sign this agreement by ticking the confirmations, typing my name and paying the deposit in the wynssa app, and I consent to signing and receiving it electronically.

家庭方签名（在 wynssa app 中打字）/ Family signature (typed in the wynssa app): _____
签署时间 / Signed at: _____ (Australia/Sydney)
预付款支付时间 / Deposit paid at: _____ (Australia/Sydney)
IP / 设备标识 / Device: 接受协议时由 wynssa 系统记录 / recorded by the wynssa system at acceptance

服务方 / Provider: MHC Health Pty Ltd (ABN 25 664 770 156)
服务方于 wynssa 平台确认预付款支付成功的同时接受本协议。/ The provider accepts this agreement when the wynssa platform confirms the deposit payment.