

TERMS & CONDITIONS FOR AU-PAIR CYPRUS



Please read these terms and conditions carefully before you register with SunnyNanny AU-PAIR AGENCY Ltd as an AU-PAIR CYPRUS. Completion of the "AU-PAIR CYPRUS APPLICATION" form means instant acceptance of the "TERMS & CONDITIONS FOR AU-PAIR CYPRUS". The Terms and Conditions can be modified and come into force immediately. The Terms and Conditions for AU-PAIR CYPRUS are the terms under which SunnyNanny offers to the AU-PAIRS the use of the SunnyNanny intermediary services. By registering with SunnyNanny the AU-PAIR agrees to abide by these Terms and Conditions. If the AU-PAIR does not agree to abide by these Terms and Conditions, then the AU-PAIR must refrain from using the SunnyNanny services.

This document was last updated in March 2014.

1. Definitions

In these Terms and Conditions the following terms will be applied in the following meaning, unless explicitly stated otherwise or the context proves otherwise:

- 1.1. The words "SunnyNanny" or "Agency" refers to SunnyNanny AU-PAIR AGENCY Ltd.
- 1.2. The words "AU-PAIR CONTRACT" refers to an agreement between an AU-PAIR and a Host Family representative.
- 1.3. The words "Host Family" refers to a family that has at least one child under the age of 16 and invites an AU-PAIR from a foreign country for a defined period of time to join in family life. Single parents also qualify as host families if their children live with them on a permanent basis.
- 1.4. The word "AU-PAIR" refers to any person that registers with SunnyNanny as an AU-PAIR via application form titled "AU-PAIR CYPRUS APPLICATION"; and signs the "AU-PAIR CONTRACT" with the Host Family representative. The AU-PAIR lives with the Host Family just as a regular family member and participates in family activities.
- 1.5. The word "Database" refers to a database with data regarding the AU-PAIR and the Host Family including their profiles.
- 1.6. The words "Your Data" refers to all data that you provide to SunnyNanny and includes amongst others your personal data.

2. Your Data

- 2.1. If you register with SunnyNanny, you will ensure that Your Data is complete, accurate and up to date and that you are legally entitled to work as an AU-PAIR in Cyprus. You agree to notify the Agency of any change in circumstances or change in your requirements. If these changes might affect the Host Family, then you must also notify them.

- 2.2. Your Data will be used to find a matching Host Family.
- 2.3. SunnyNanny respects everyone's privacy and will process Your Data in accordance with the applicable privacy legislation, whereby Your Data will in principle not be made available to third parties. Read more about this in our [Privacy Policy](#).
- 2.4. SunnyNanny will release information to third parties when we believe this is appropriate to comply with the law, police or fraud investigations, to protect the rights of SunnyNanny, our IP, our users or others.

3. Intellectual Property Rights

- 3.1. The (intellectual property) rights related to SunnyNanny, including without limitation the rights to the website, logo, texts, images, design, information including the Database, photographs and other (still and/or moving) illustrations, sound material, formats, software, trademarks (including domain names) and other materials, are vested in SunnyNanny, its licensors and/or advertisers.
- 3.2. It is not allowed to make available to third parties, to copy or to modify the website or parts of the website, in any way, other than by downloading and reviewing it on one sole computer and/or the printing of one hardcopy.
- 3.3. The AU-PAIRs understand that their application and contents cannot be returned to them at any time.

4. Contact

SunnyNanny is registered at the Registrar of Companies under REG-number HE330054, it resides in Limassol and has its registered office in Limassol. You are requested to send all correspondence to SunnyNanny to the following e-mail address: info@sunnynanny.com.

5. General Obligations/Requirements

- 5.1. The AU-PAIR is the citizen of one of the EU member countries.
- 5.2. The AU-PAIR has the minimum age of 18 years and maximum age of 35 years.
- 5.3. The AU-PAIR certifies that s(he) have successfully completed the secondary school education.
- 5.4. The AU-PAIR declares that s(he) has never been charged with or convicted of a criminal offence.
- 5.5. If the AU-PAIR signs the AU-PAIR CONTRACT, then the AU-PAIR is responsible to up hold their commitment to the Host Family and to SunnyNanny.
- 5.6. The AU-PAIR will be present in good time for all flights or other transportation provided or arranged by SunnyNanny. SunnyNanny will not provide or be responsible for alternative transportation. If the AU-PAIR cancels an AU-PAIR CYPRUS Program placement after the flight ticket has been booked, SunnyNanny reserves the right to charge 500 € cancellation fee covering the sunk costs and costs of lost earnings.

- 5.7. The AU-PAIR will abide by all appropriate regulations and instructions of the Republic of Cyprus and obey all applicable laws.

6. Duties

- 6.1. A participant of the AU-PAIR CYPRUS Program, will provide the Host Family with childcare and housework up to 5 days per week and not more than 8 hours per day, for a period not shorter than 12 months.
- 6.2. A participant of the AU-PAIR CYPRUS Program, will provide the Host Family with one night and not more than 5 hours of babysitting per week.
- 6.3. The Au Pair is expected apart from childcare also to help with a degree of household chores which could include some of the following:
 - 6.3.1. Vacuum cleaning
 - 6.3.2. Dusting
 - 6.3.3. Putting the washing on
 - 6.3.4. Drying laundry
 - 6.3.5. Folding & putting laundry away
 - 6.3.6. Loading/Unloading the dishwasher
 - 6.3.7. Helping to keep the house clean & tidy, including sweeping & mopping floors
 - 6.3.8. Tidying children's rooms and communal areas of house
 - 6.3.9. Preparing light meals for the children
 - 6.3.10. Small grocery shopping
 - 6.3.11. Ironing
 - 6.3.12. Emptying bins
- 6.4. AU-PAIR is expected to take care of family pets, if both parties agree on it in an AU-PAIR CONTRACT.
- 6.5. The AU-PAIR will be flexible when it comes to schedule of working hours.
- 6.6. The AU-PAIR will show a professional attitude and is aware that they bear a responsibility towards the children that they take care of.
- 6.7. The AU-PAIR will take good care of the children that (s)he is taking care of and will treat them in a spontaneous and loving manner.
- 6.8. The AU-PAIR is the primary caregiver of the Host Family's children; under NO circumstances are they to leave the children alone.
- 6.9. The AU-PAIR will not move any child/ren from the residence/accommodation location unless the Host Family authorizes the AU-PAIR to do so.
- 6.10. SunnyNanny requires all our AU-PAIRs to be reliable, courteous, and enthusiastic and to use their initiative at all times.
- 6.11. AU-PAIR agrees never to perform their duties under the influence of drugs or alcohol.
- 6.12. The AU-PAIR will not smoke in the house of the Host Family, unless (s)he gets the permission to do so by the Host Family representative.

- 6.13. The AU-PAIR will live up to the AU-PAIR CONTRACT made with the Host Family.
- 6.14. The AU-PAIR will, in case of emergency, always contact the Host Family representative.
- 6.15. The AU-PAIR will keep the house of her placement clean and will never invite other people to come and visit on that address without asking.
- 6.16. While living with the Host Family the AU-PAIR will be responsible for all personal debts, such as telephone calls.
- 6.17. The AU-PAIR will be held liable for (direct) damages occurred during the AU-PAIR placement duration.
- 6.18. The AU-PAIR agrees on an introductory online meeting with the Host Family prior to the AU-PAIR placement.
- 6.19. The AU-PAIR must always respect Host Family's privacy.
- 6.20. The Host Family's private telephone is not to be used except under emergency situations.
- 6.21. SunnyNanny AU-PAIRs are strictly prohibited to make any private agreements with Host Families registered with SunnyNanny. Should this be discovered, fees for lost earnings will apply to both AU-PAIR and the Host Family and the agreement with the AU-PAIR will be terminated!
- 6.22. All AU-PAIRs are to dress professionally during their working hours.
- 6.23. The AU-PAIR understands the support system provided by SunnyNanny office in Limassol, and assigned Regional Agent. The AU-PAIR will maintain monthly contact with the Regional Agent and will co-operate fully with those supervising the program on their behalf for SunnyNanny. The AU-PAIR agrees to abide by any reasonable instructions s(he) may be given.
- 6.24. During the period of the AU-PAIR's placement, the AU-PAIR is obliged to attend all Quarterly Regional Meetings for AU-PAIRs CYPRUS organized by the assigned Regional Agent.

7. Expenses/Payments

- 7.1. The registration fee amounts to 120 €, it can be however reduced due to various discounts announced by SunnyNanny.
- 7.2. The registration fee is payable upon acceptance of the AU-PAIR by the Host Family.
- 7.3. The registration fee covers:
 - 7.3.1. AU-PAIR CYPRUS Program counseling
 - 7.3.2. Host Family search and placement
 - 7.3.3. Return flight ticket
 - 7.3.4. Airport pick-up in Cyprus
 - 7.3.5. Assistance of the Regional Agent during the AU-PAIR's placement
 - 7.3.6. Psychometric evaluation - personality and stress test
 - 7.3.7. Driving lessons
 - 7.3.8. First Aid Certificate
 - 7.3.9. Country Registration Certificate

- 7.4. The registration fee doesn't cover the travel insurance. SunnyNanny strongly recommend to AU-PAIRs to arrange travel insurance (including third party liability) for the whole duration of their stay.
- 7.5. A monthly minimum rate of pocket money received from the Host Family amounts to 360 €.
- 7.6. The AU-PAIR can keep any received tips.
- 7.7. In the event of late cancellation from the AU-PAIR CYPRUS Program (after the flight ticket has been booked) SunnyNanny reserves the right to charge 500 € cancellation fee covering the sunk costs and costs of lost earnings.

8. AU-PAIR Acknowledges

- 8.1. SunnyNanny reserves the right to terminate the agreement; if the AU-PAIR doesn't meet the criteria, fails to turn up for an interview with SunnyNanny, fails to turn up for an interview with the Host Family, doesn't meet minimum requirements, doesn't pass the psychometric and stress tests, doesn't respect the Terms and Conditions.
- 8.2. SunnyNanny operates as an introduction and intermediary Agency between the Host Family and the AU-PAIR – SunnyNanny does not employ the AU-PAIRs.
- 8.3. SunnyNanny cannot guarantee a set amount of referrals for AU-PAIR's bookings.
- 8.4. SunnyNanny cannot guarantee the AU-PAIR will gain any placements, the decision lies with the Host Family.
- 8.5. AU-PAIRs are obliged to keep their application up to date and information factual and contact SunnyNanny in case of changes.
- 8.6. SunnyNanny will conduct an interview with all AU-PAIRs.
- 8.7. SunnyNanny will verify credentials checks.
- 8.8. The AU-PAIR is responsible for filing his/her own tax declarations.
- 8.9. SunnyNanny may take such actions as it considers necessary regarding AU-PAIR's health and safety during the time on the program, including securing medical treatment and transport to AU-PAIRS's home country.
- 8.10. The AU-PAIR releases SunnyNanny from any liability relating to the medical care received, and agree to pay for any medical or transportation expenses that are not covered by insurance.
- 8.11. If for any reason the AU-PAIR doesn't complete the full term of the program as agreed in the AU-PAIR CONTRACT, they will not be entitled to any refund of the AU-PAIR CYPRUS Program fee, insurance costs or any other supplementary payments for any ancillary services, and will be responsible for the full cost of their airfare to their home country.
- 8.12. The AU-PAIR agrees to abide by the above conditions should they legally extend their stay on the AU-PAIR CYPRUS Program beyond the agreed term.
- 8.13. The AU-PAIR is allowed to have an extra income working as a babysitter for SunnyNanny, if the Host Family agrees to it.

9. Safety Guidelines

- 9.1. If under any circumstances you (the AU-PAIR) feel threatened or unsafe, then you should leave straight away, as long as you are not leaving children home alone. Please contact us immediately.
- 9.2. Make sure your friend or relative has a copy of contact details, address, name of the Host Family representative and his/her phone number.
- 9.3. Keep a charged cell phone always with you.
- 9.4. The AU-PAIR is obliged to contact the Regional Agent on a monthly basis.

10. Liability

- 10.1. By registering with SunnyNanny AU-PAIR AGENCY Ltd the AU-PAIR expressly authorize SunnyNanny to collect information about them and to provide the requested information to the Host Family. The AU-PAIR expressly waives any rights to bring any legal action against SunnyNanny as a result of Sunny Nanny's provision of such information.
- 10.2. SunnyNanny acts as an agent for the AU-PAIR not as an employer of the AU-PAIR. Therefore the Agency accepts no liability or responsibility for accident, injury, loss, damage or misconduct sustained by AU-PAIR, Host Family members or any other persons. The AU-PAIR agrees to exclude the Agency should any mishap occur. The AU-PAIR is responsible for his/her own behavior and will reimburse any costs for sustained damages to SunnyNanny.
- 10.3. SunnyNanny website does contain links to third party advertisements and links to third party sites. Access to any other Internet site linked to SunnyNanny website, is at the AU-PAIR's own risk. SunnyNanny accepts no responsibility for the accuracy or reliability of any information, opinions, or statements made in any third party advertisements or on any third party sites.

11. Confidentiality

- 11.1. All communication between both parties (Agency & AU-PAIR) shall remain confidential.
- 11.2. Any correspondence, communication either verbally, written or via email is confidential and the AU-PAIR agrees not to disclose to third parties..

12. Warranties

- 12.1. No warranty is given for suitability, honesty, capability and character of the members of the Host Family.
- 12.2. SunnyNanny makes no warranties or representations as to the quality, accuracy or completeness of the content on the website.
- 12.3. While SunnyNanny uses reasonable endeavors to ensure that the site is available 24 hours a day, SunnyNanny does not make any representations or warranties that your access will be uninterrupted or

error free. Access to the site may be suspended temporarily without notice in the case of system failure, webhosting errors, maintenance or repair or any reason beyond our control.

13. Disputes

- 13.1. SunnyNanny prefers to resolve any disputes via mediation. Firstly contact your Regional Office.
- 13.2. If the Regional Office fails to effectively respond or resolve the AU-PAIR's complaint – please contact Head office providing full details via email address: info@sunnynanny.com.

14. Governing Law

- 14.1. The Terms and Conditions shall be governed in accordance with the law of the Republic of Cyprus and users hereby submit to the non-exclusive jurisdiction of the Courts of that state.