

CAREGIVER TERMS & CONDITIONS



Please carefully review these terms and conditions before registering with SunnyNanny Babysitting Agency as a Caregiver. Completion of the application form implies instant acceptance of the "TERMS & CONDITIONS FOR CAREGIVER." These terms and conditions may be modified and come into effect immediately after publication. They govern the terms under which which SunnyNanny Babysitting Agency offers the use of its intermediary services to Caregivers. By registering with SunnyNanny, Caregivers agree to adhere to these terms and conditions. If a Caregiver does not agree to abide by these terms and conditions, they must refrain from using SunnyNanny services.

Date of last update: 15/04/2025

1. Definitions

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

- 1.1. The term "**SunnyNanny**" refers to SunnyNanny Babysitting Agency, represented by Martina Stanley-Cary, residing in Limassol.
- 1.2. The term "**Caregiver**" refers to any individual who registers with SunnyNanny as a Babysitter, Nanny, Tutor, Special Needs Assistant, Senior Assistant, Post Operative Assistant, or Newborn Care Specialist via the dedicated application form and accepts these Terms & Conditions. The person performs or will perform Caregiver services for SunnyNanny.
- 1.3. The term "**Client**" refers to the individual or family requesting and/or using the services of a Caregiver.
- 1.4. The term "**Database**" refers to a Database containing data regarding the Caregiver and the Client, including their profiles.
- 1.5. The term "**Agreement**" refers to the Agreement between the Caregiver and SunnyNanny.

2. Your Data

"Your Data" encompasses all data provided to SunnyNanny and includes, among other things, your email address, name, address, place of residence, telephone number, ID number, driving license number, and birthdates.

2.1. By registering with SunnyNanny, you affirm that Your Data is complete, accurate, and up to date, and that you are legally entitled to work as a Caregiver.

2.2. Your Data will be utilized to find a suitable Client match.

2.3. SunnyNanny respects everyone's privacy and will process Your Data in accordance with applicable privacy legislation, ensuring that Your Data is not typically made available to third parties. Please refer to our privacy policy for more information.

2.4. SunnyNanny may disclose information to third parties when necessary to comply with the law, police, or fraud investigations, or to protect the rights of SunnyNanny, our intellectual property, our users, or others.

3. Intellectual Property Rights

3.1. The intellectual property rights associated with SunnyNanny, including but not limited to 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 prohibited to make the website or parts of the website available to third parties, to copy, or to modify it in any way, except by downloading and reviewing it on a single computer and/or printing one hardcopy.

4. Contact

4.1. SunnyNanny is represented by Martina Stanley-Cary, with its registered office also located in Limassol. All correspondence to SunnyNanny should be sent to the following email address: info@sunnynanny.com.

5. General Obligations

5.1. The Caregiver must be resident of the Republic of Cyprus with a valid work permit/visa.

5.2. The Caregiver must be at least 18 years old.

5.3. The Caregiver must have a clean criminal record.

5.4. The Caregiver must provide SunnyNanny with copies of their ID, work permit/visa, driving license, certificates, diplomas, and proof of professional experience working with children in the form of written and verifiable references.

5.5. If the Caregiver confirms a sitting booking, they are responsible for upholding their commitment to the Client and to SunnyNanny.

5.6. If a Caregiver cancels a SunnyNanny sitting booking due to emergency reasons, they must notify SunnyNanny no later than 24 hours before the scheduled sitting placement. Cancellations made less than 24 hours prior to the start time of the sitting placement might incur fees for lost earnings.

5.7. The Caregiver agrees to conduct themselves in a professional manner at all times while representing SunnyNanny. This includes maintaining clear and professional communication with the Client, as well as maintaining confidentiality regarding Client information and refraining from engaging in any behaviour that could reflect negatively on SunnyNanny's reputation.

6. Duties

6.1. The Caregiver will demonstrate a professional attitude and acknowledge their responsibility towards the person(s) they are caring for.

6.2. The Caregiver will provide attentive and caring assistance to the person(s) they are caring for, treating them with spontaneity and affection.

6.3. The Caregiver serves as the primary Caregiver for SunnyNanny's Clients and must not leave the person(s) they are caring for unattended under any circumstances.

6.4. The Caregiver will not relocate the person(s) they are caring for from the designated sitting location unless authorized by the Client.

6.5. SunnyNanny requires all Caregivers to be reliable, courteous, enthusiastic, and proactive in their duties at all times.

6.6. The Caregiver will adhere to the Agreement made with SunnyNanny.

6.7. The Caregiver agrees to participate in an introductory personal meeting with the Client prior to the sitting placement if requested. This meeting is free of charge and does not incur any fees.

6.8. Upon request from the Client, the Caregiver agrees to two trial sessions. These sessions will be paid directly by the Client at the agreed-upon hourly rate between the Caregiver and the Client.

6.9. When confirming a sitting booking, the Caregiver must contact the SunnyNanny Client no later than 24 hours after accepting the booking to introduce themselves, confirm start/finish times, sitting address/directions, and inquire about any additional special requirements.

6.10. Caregiver agrees to refrain from attending a sitting placement under the influence of drugs or alcohol. The Caregiver will refrain from consuming alcohol or smoking in the Client's home during the sitting.

6.11. Nannies and Babysitters must prepare for the specific needs of the babysitting placement to engage the child(ren) in creative and developmental play.

6.12. Caregiver agrees to arrive at a sitting placement strictly 10 minutes prior to the scheduled start time, unless otherwise agreed with the Client.

6.13. All Caregivers must wear appropriate and clean clothes during their working hours.

6.14. In case of emergency during the sitting, the Caregiver must contact the Client.

6.15. For on-call babysitting, the Caregiver must complete and maintain a "TIME-SHEET," signed by both the Client and Caregiver. The original sheet must be submitted to SunnyNanny no later than the first five days of the month following the babysitting session. The time-sheet will be provided by SunnyNanny.

6.16. Unless otherwise agreed with the Client, the Caregiver shall provide the parents with an oral "Sitting Summary," detailing activities, tasks, progress, skills, and development achieved by the babysat children.

6.17. The Caregiver will leave the Client's home clean and must not invite other visitors without permission.

6.18. The Caregiver might be held liable for any direct damages occurring during the sitting.

6.19. The Caregiver must respect the privacy of SunnyNanny's Clients at all times.

6.20. The Caregiver must inform SunnyNanny of any agreements or bookings made with the Client or third party introduced by the Client. Private bookings with SunnyNanny Clients or third parties introduced by Clients are strictly prohibited. Violations will result in fees for lost earnings and termination of the Agreement with the Caregiver.

6.21. The Caregiver must keep SunnyNanny updated on all steps during the introduction process, interviews, and trials. Upon agreement (oral or written) between the Caregiver and the Client, the Caregiver must provide SunnyNanny with the following details:

- the start and end date,
- working schedule,
- hourly or monthly salary.

6.22. Upon commencing employment, the Caregiver must update SunnyNanny about any important milestones and changes in the working schedule, salary, or duration of the agreement with the Client.

6.23. In the event of termination of employment, the Caregiver must inform SunnyNanny immediately.

6.24. The Caregiver agrees to prioritize the safety, well-being, and best interests of the person(s) they are caring for at all times, ensuring a nurturing and supportive environment.

7. Expenses/Payments

7.1. The remuneration, due date, and form of payment are agreed upon between the Client and the Caregiver. The Caregiver is paid directly by the Client.

7.2. The Caregiver may retain any tips received.

7.3. The Caregiver is responsible for arranging their own transportation to and from the Client's address.

7.4. The Caregiver is responsible for arranging their own meals during the provision of caregiving services.

8. Caregiver Acknowledges

8.1. SunnyNanny reserves the right to terminate the Agreement if the Caregiver fails to meet the criteria, misses an interview with SunnyNanny, misses a scheduled sitting appointment with the Client, fails to meet minimum requirements, does not keep contact details up to date, or does not adhere to these Terms and Conditions.

- 8.2. SunnyNanny operates solely as an introduction and intermediary between the Client and the Caregiver; SunnyNanny does not employ the Caregivers.
- 8.3. SunnyNanny cannot guarantee a specific number of referrals for Caregiver bookings.
- 8.4. SunnyNanny cannot guarantee that the Caregiver will secure any placements; the decision lies with the Clients.
- 8.5. Caregivers are required to maintain up-to-date applications and provide accurate information, contacting SunnyNanny in case of any changes.
- 8.6. SunnyNanny will conduct verification checks on credentials.
- 8.7. The Caregiver is responsible for filing their own tax declarations and paying their own social and health insurance unless otherwise agreed with the Client.
- 8.8. The Caregiver acknowledges that SunnyNanny reserves the right to update these Terms and Conditions as needed, and it is the Caregiver's responsibility to review and adhere to the most current version.

9. Additional Conduct & Safeguarding Policies

- 9.1. **Respecting parental boundaries and consent:** Caregivers must never take a child to an unapproved location (such as their own home) without explicit prior permission from the parents. This includes refraining from any activity that parents have not specifically consented to, especially involving personal care.
- 9.2. **Use of phones while on duty:** Caregivers must not use their personal phones while on duty or in front of clients, unless it is directly related to the child's care (e.g., contacting the parents or using a childcare app). Excessive or non-essential phone use is unprofessional, distracts from the caregiver's responsibilities, and can undermine client trust.
- 9.3. **Photos and videos:** Taking photos or videos of children under your care is strictly prohibited unless you have clear, written consent from the parents. These must never be shared with third parties, including on social media or via messaging apps. Breaching this policy is a serious violation of privacy and confidentiality.
- 9.4. **Punctuality and reliability:** Arriving late or missing agreed start times reflects poorly on professionalism and disrupts family routines. Caregivers must strive to be punctual and dependable at all times.
- 9.5. **Professional communication and transparency:** Caregivers must maintain open, respectful, and professional communication with clients. It is important to keep families informed about any issues, injuries, incidents, or developments during care. Transparency builds trust and reassures families.
- 9.6. **Adhering to family instructions:** Caregivers must follow all instructions given by the family regarding the child's care, including but not limited to diet, routines, screen time, and behavioural expectations. Any changes or concerns should be communicated in advance.
- 9.7. **Overstepping authority:** Caregivers must not make independent decisions that exceed their agreed responsibilities. This includes introducing new activities, routines, or outings without prior approval from the client.

9.8. **Any failure to exercise sound judgment or to comply with the Safeguarding Policies** outlined above will not be tolerated and may result in immediate removal from the SunnyNanny network, as well as potential legal action initiated by the client.

10. Liability

10.1. By registering with SunnyNanny, the Caregiver expressly authorize SunnyNanny to collect information about them and provide the requested information to Clients when necessary. The Caregiver expressly waives any rights to bring legal action against SunnyNanny as a result of SunnyNanny's provision of such information.

10.2. SunnyNanny acts as an agent for the Caregiver, not as an employer of the Caregiver. Therefore, SunnyNanny accepts no liability or responsibility for accidents, injuries, loss, damage, or misconduct sustained by the Caregiver, Clients, or any other persons. The Caregiver agrees to exclude SunnyNanny should any mishap occur. The Caregiver is responsible for their own behaviour and will reimburse any costs for sustained damages to SunnyNanny.

10.3. SunnyNanny's website contains links to third-party advertisements and sites. The Caregiver acknowledges that access to any other internet site linked to SunnyNanny's website is at their 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.

10.4. The Caregiver acknowledges that SunnyNanny does not conduct background checks on Clients and recommends exercising caution and diligence when accepting bookings or engagements. The Caregiver agrees to communicate any concerns or issues regarding Client behaviour or safety to SunnyNanny promptly.

11. Confidentiality

11.1. All communication between both parties (SunnyNanny & Caregivers) shall remain confidential.

11.2. Any correspondence, whether verbal, written, or via email, is confidential, and the Caregiver agrees not to disclose it to third parties.

11.3. The Caregiver acknowledges that confidential information may include but is not limited to Client details, personal information, and proprietary business information shared by SunnyNanny. The Caregiver agrees to handle such information with the utmost care and discretion, refraining from sharing it with unauthorized individuals or entities.

11.4. Sharing photos or videos of the persons in their care is strictly forbidden unless otherwise agreed upon with the Client.

12. Warranties

12.1. No warranty is given for the suitability, honesty, capability, and character of any Clients.

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 endeavours 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, web hosting errors, maintenance or repair, or any reason beyond our control.

13. Disputes

13.1. SunnyNanny prefers to resolve any disputes via mediation. In the event of a dispute, please contact the office at info@sunnynanny.com with full details.

14. Governing Law

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

15. Exclusivity, Non-Circumvention and Application Conduct

15.1. Any introduction of a Client to a Caregiver made by SunnyNanny shall be deemed the sole and exclusive introduction of SunnyNanny, regardless of whether the same Client or position is later encountered through another agency, platform, advertisement, or personal contact.

15.2. If a Caregiver has been informed about a position, Client, or opportunity through SunnyNanny, the Caregiver must not apply for, respond to, or pursue the same position through any other agency, platform, or direct contact. This includes situations where the same role is advertised elsewhere or presented again through a third party.

15.3. Likewise, if a Caregiver has applied for a position through SunnyNanny, they are strictly prohibited from re-applying for the same role through any other source, or from initiating or continuing direct communication with the Client outside of SunnyNanny.

15.4. In the event that a Caregiver becomes aware of a potentially identical position advertised elsewhere, they are required to contact SunnyNanny immediately for clarification before taking any action.

15.5. Any Client, family member, friend, or third party introduced directly or indirectly through a SunnyNanny Client shall also be considered a SunnyNanny introduction. The Caregiver must not engage in private arrangements, discussions, or agreements with such parties outside of SunnyNanny.

15.6. All cooperation resulting from introductions made by SunnyNanny, including interviews, trials, short term arrangements, and long term employment, must remain under the knowledge and management of SunnyNanny unless explicitly agreed otherwise in writing.

15.7. The Caregiver is strictly prohibited from sharing or using Client contact details for personal gain, or from allowing themselves to be engaged privately by Clients or related parties outside of SunnyNanny.

15.8. Any attempt to bypass SunnyNanny, including applying for the same role through another channel, accepting a position outside the agency after introduction, or facilitating private arrangements with Clients or related parties, will be considered a serious breach of these Terms and Conditions and may result in immediate termination of the Agreement and liability for any resulting losses or damages.