

TERMS & CONDITIONS FOR A CLIENT



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

This document was last updated in June 2015.

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 word "Client" refers to a parent that has at least one child under the age of 16 and is requesting to use the childcare services of SunnyNanny's babysitters.
- 1.3. The word "Babysitter" is a person, who provides supervisory/custodial care of children typically on a part-time or an as-needed basis.
- 1.4. The word "Database" refers to a database with data regarding the Babysitter and the Client including their profiles.
- 1.5. 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/book with SunnyNanny, you will ensure that Your Data is complete, accurate and up to date. You agree to notify the Agency of any change in circumstances or change in your requirements.
- 2.2. Your Data will be used to find a matching babysitter.
- 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 users or others.

3. CONTACT

SunnyNanny AU-PAIR AGENCY Ltd 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 the Agency to the following e-mail address: info@sunnynanny.com.

4. REGISTERING & BOOKING

- 4.1. The Agency provides a wide range of babysitting services and two categories of babysitters: Elite Babysitters and Standard Babysitters, for more info please visit our **website**.
- 4.2. The Clients can book and specify the requirements for babysitting by an on-line booking form created for this purpose.
- 4.3. The Agency advises to all Clients to make their bookings well in advance. The booking made later than 24 hours prior to the start time of the babysitting placement is called 'Last Minute Booking' and special rates apply.
- 4.4. The Last Minute Booking can only be made up to 5 hours before required start time.
- 4.5. After the the Client confirms the booking of the childcare services, the Agency will search for a matching Babysitter and send details of matching Babysitter(s) to the Client.
- 4.6. The Client will select the Babysitter they are interested in and the Agency will arrange an interview with a selected Babysitter, if requested by the Client. The Client must review the details sent by the agency and ask any relevant questions during the interview. If the Client doesn't like the selected Babysitter, the process is repeated until the Client is fully satisfied with the result.
- 4.7. Paragraph 4.5 & 4.6 don't apply on Last Minute Booking.
- 4.8. If the client decides to let the Babysitter drive their car, they must make it clear to their insurers that the Babysitter is driving their car. The Babysitter/Agency is not liable to the Client for damage caused in an accident/incident when driving at the request of or with permission of the Client. The Babysitter/Agency cannot be asked to pay for any damage caused to the car or to cover the excess.
- 4.9. If the Client is using the online "Childcare Booking" form, for booking of the babysitting session, they agree that they are responsible for the accuracy of all information pertaining to each booking. This includes relevant information in regard to date, time and length of booking.

5. BABYSITTERS' GENERAL OBLIGATIONS/REQUIREMENTS

- 5.1. The Babysitter has a permission to work and live in Cyprus.

- 5.2. The Babysitter has the minimum age of 18 years.
- 5.3. The Babysitter certifies that s(he) have successfully completed the secondary school education.
- 5.4. The Babysitter declares that s(he) has never been charged with or convicted of a criminal offence.
- 5.5. The Babysitter is responsible to up hold their commitment to the Client and to the Agency.
- 5.6. The Babysitter will abide by all appropriate regulations and instructions of the Republic of Cyprus and obey all applicable laws.
- 5.7. The Agency thoroughly screen, interview and induct all babysitters and have the highest expectation that they will conduct themselves in a professional manner, although, the Agency cannot guarantee the suitability, honesty, character or capability of the Babysitter. If you have any concerns please contact us immediately.
- 5.8. The Agency accepts no liability of any kind for any inconvenience, loss of or damage to property, or any loss or personal injury or death howsoever arising directly or indirectly from any act or omission of any Babysitter introduced by the Agency even if such an act or omission is negligent or fraudulent or reveals dishonesty.

6. BABYSITTERS' DUTIES

- 6.1. A Babysitter will provide the Client with the childcare.
- 6.2. Babysitter is expected to take care of Client's pets, if both parties agree on it.
- 6.3. The Babysitter will be flexible when it comes to schedule of working hours.
- 6.4. The Babysitter will show a professional attitude and is aware that they bear a responsibility towards the children that they take care of.
- 6.5. The Babysitter will take good care of the children that (s)he is taking care of and will treat them in a spontaneous and loving manner.
- 6.6. The Babysitter under NO circumstances leave the children alone.
- 6.7. The Babysitter will not move any child/ren from the babysitting location unless the Client authorizes the Babysitter to do so.
- 6.8. The Agency requires all our Babysitters to be reliable, courteous, and enthusiastic and to use their initiative at all times.
- 6.9. Babysitter agrees never to perform their duties under the influence of drugs or alcohol.
- 6.10. The Babysitter will not smoke in the place of the Client, unless (s)he gets the permission to do so by the Client.
- 6.11. The Babysitter will, in case of emergency, always contact the Client as well as the Agency.

- 6.12. The Babysitter will keep the place of babysitting clean and will never invite other people to come and visit on that address without asking.
- 6.13. The Babysitter must always respect Client's privacy.
- 6.14. The Client's private telephone is not to be used except under emergency situations.
- 6.15. The Agency's Babysitters are strictly prohibited to make any private agreements with the Client. Should this be discovered, fees for lost earnings will apply to both Babysitter and the Client and the agreement with both parties will be terminated.
- 6.16. All Babysitters are to dress professionally during their working hours.
- 6.17. Elite Babysitters are obliged to prepare for the specific needs of the Client's child/ren in order to engage them in creative and developmental play.
- 6.18. Babysitter agrees to turn up to a sitting placement strictly 10 minutes prior the starting time of the sitting.
- 6.19. Before (s)he leaves, the Babysitter is obliged to fill out and keep "Sitting Confirmation", a form signed both by the Client and the Babysitter. Original to be kept by the Babysitter and copy to be delivered to the Agency no longer than two days after the sitting placement.
- 6.20. Before (s)he leaves the sitting placement, the Elite Babysitter is obliged to provide the parents with "Sitting Summary", a written report on activities and tasks done and progress/skills/development achieved by sat person(s).
- 6.21. The Babysitter will in principle arrange his/her own meals during the performance of the caregiving services.

7. CLIENT'S COMMITMENT

The Client commits to respecting the following obligations:

- 7.1. Give the Babysitter, support and guidance as to how to carry out their duties well.
- 7.2. Give 2 weeks' notice in case of termination of long term regular babysitting sessions.
- 7.3. Take such actions as it considers necessary regarding Babysitter's health and safety during the time of the babysitting session.
- 7.4. Pay on time as requested in paragraph 8.4.
- 7.5. Will not use any offensive language and/or behaviors towards the babysitter.
- 7.6. Before the Babysitter leaves, the Client is obliged to sign "Sitting Confirmation", a form confirming the start and end time of the babysitting session.

8. TERMS OF PAYMENT & CANCELATION POLICY

- 8.1. The hourly rate proposed by the Agency is purely introductory and it is up to the Client and the Babysitter to make the arrangement work through good communication. However the minimum hourly rate set in the price list (see the Attachment) must be respected.
- 8.2. Registration of a Client and booking of a Babysitter is free of charge.
- 8.3. The Caregiver will in principle arrange his/her own transport to/from the Client's address.
- 8.4. The payment of the Agency fee must be received within 7 days of the date of the issuance of the invoice. VAT, if applicable, shall be payable by the Client in addition to the regular price.
- 8.5. If the Client fails to make any payment when due, the Agency shall be entitled to charge interest on the amount unpaid at the rate of 5% above the base rate of Hellenic Bank Public Company Ltd.
- 8.6. Company policy requires a minimum of 3 hours booking per session.
- 8.7. The payment is accepted in cash or via bank transfer on the account number provided by the Agency.
- 8.8. If the booking is cancelled in less than 24 hours prior to the appointment, then the cancellation fee amounting to 27 € will be charged, in order to compensate the babysitters for their inconvenience.
- 8.9. Shall the babysitting session take longer than initially confirmed, the additional fee will be charged by the Agency for the extra hours.

9. CLIENT ACKNOWLEDGES

- 9.1. The Agency reserves the right to terminate the booking; if the Client doesn't meet the obligations mentioned in article 7, fails to pay on time as mentioned in paragraph 8.4 or doesn't respect the Terms & Conditions.
- 9.2. SunnyNanny operates as an introduction and intermediary Agency between the Client and the Babysitter – SunnyNanny does not employ the Babysitters. The Babysitter is responsible for filing his/her own tax declarations and pays her social insurance.
- 9.3. The Client is obliged to keep their application up to date and information factual and contact SunnyNanny in case of changes.
- 9.4. SunnyNanny will conduct an interview with all Babysitters.
- 9.5. SunnyNanny will verify credentials checks.
- 9.6. The Client understands the support system provided by the Agency, and will provide feedback on the Babysitter, if requested.
- 9.7. A maximum of 3 children (up to 16 years of age) can be left under the supervision of 1 babysitter. If a babysitter arrives at a venue and there are more than 3 children present, the additional fee will be charged by the Agency.

- 9.8. If the Client is using the on-line "Childcare Booking" form they agree that they are responsible for the accuracy of all information pertaining to each booking. This includes relevant information in regard to date, time length and location of booking, and ensuring you cancel any bookings no longer required. Bookings can only be made up to 5 hours before required start time using this system.
- 9.9. The Client acknowledges the Agency will make all attempts to ensure there is a babysitter available for the time and date they require, but the Agency cannot guarantee this.
- 9.10. The Client acknowledges they may not be guaranteed a particular babysitter is available on the date and time they require. They will need to select another babysitter or choose a different time or date.
- 9.11. The Client agrees to make bookings that include the babysitting of their own children. They may also include other children, providing the total number of children does not exceed 3 and the children are aged under 16 years old. The client will inform us if there will be any other adult person's present at the time of the babysitting appointment.
- 9.12. Paragraphs no. 9.7 & 9.11 doesn't apply on the Event Babysitting. During an event a babysitter can take care of maximum 10 children (up to 16 years of age) per session.

10. LIABILITY

- 10.1. By registering with SunnyNanny AU-PAIR AGENCY Ltd the Client expressly authorize the Agency to collect information about them and to provide the requested information to the Babysitter. The Client expressly waives any rights to bring any legal action against the Agency as a result of provision of such information.
- 10.2. The Agency acts as an agent for the Babysitter not as an employer of the Babysitter. Therefore the Agency accepts no liability or responsibility for accident, injury, loss, damage or misconduct sustained by Babysitter, Client's children or any other persons. The Client agrees to exclude the Agency should any mishap occur. The Babysitter is responsible for his/her own behavior and will reimburse any costs for sustained damages.
- 10.3. The Agency website does contain links to third party advertisements and links to third party sites. Access to any other Internet site linked to the Agency website, is at the own risk of the Client. The Agency 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 all parties shall remain confidential.
- 11.2. Any correspondence, communication either verbally, written or via email is confidential and the Client agrees not to disclose to third parties.

12. DISPUTES

12.1. The Agency prefers to resolve any disputes via mediation. Please contact Head office providing full details via email address: info@sunnynanny.com.

13. GOVERNING LAW

13.1. The Terms & Conditions of Business 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.

14. MISCELLANEOUS PROVISIONS

14.1. These Terms & Conditions are the complete and the only Terms & Conditions of Business between parties and supersede any previous Terms & Conditions. No variations to the Terms & Conditions shall be effected unless confirmed in writing and signed by a Director of the Agency.

15. ATTACHMENT – Price List

Estimated No. of hours per year	Rate of STANDARD babysitter	FEE of the agency
3 - 30	9,00 €/hour	No fee
31 - 285	7,00 €/hour	85 €/year
286 - 959	6,00 €/hour	5% of the gross annual salary of the candidate
600 >	5,00 €/hour	5% of the gross annual salary of the candidate
Last minute babysitting	15,50 €/hour	No fee
Cancelation fee	0,00 €/hour	27,00 €/session

- **A minimum of 3 hours** booking per session is requested
- **Max. 3 children** (up to 16 years of age) per one babysitter will be accepted, except for the event babysitting limited up to 10 children per babysitter.
- The Client shall make the **payment, within 7 days** of the date of the issuance of the invoice. VAT, if applicable, shall be payable by the Client in addition to the regular price.
- If the Client fails to make any payment when due the Agency shall be entitled to **charge interest** on the amount unpaid at the rate of 5% above the base rate of Hellenic Bank Public Company Ltd.
- The payment is accepted in cash or via bank transfer provided by the Agency.
- If the booking is cancelled in the 24 hour period prior to the appointment, then the cancelation fee amounting to 27 € must be paid to compensate the babysitter for their inconvenience.
- Shall the babysitting session take longer than initially confirmed in, the additional fee will be charged by the Agency for the extra hours.
- Please call us at 00357-9775-0275 shall you require information about the rates of ELITE babysitters and EVENT babysitters.