

Nanny agreement

Terms and conditions applicable to the contract agreement

January 1, 2019

- DISCLAIMER -

"This agreement was translated from the original Dutch text. Despite the fact that we have translated the original text with great caution, there may be a few translation or interpretation errors in the translated text. The original Dutch text prevails at all times."

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Article 1: Terms and conditions

Kids Party Planner is located at Zekeringstraat 17A, 1014 BM Amsterdam, telephone number: +31 (0)20-760 76 61 hereinafter "Kids Party Planner" offers through her service High-End Nanny Service (highendnannyservice.nl) nannies and kids corners for both private and business clients. Through the service, the user, can request and book (mobile) nanny services. A user is always the parent or legal guardian of the children for which the service is provided. In order to use the services provided by High-End Nanny Service, the user is required to carefully read and accept the user Terms and Privacy Statement. If this is the case, High-End Nanny Service will facilitate in the creation of a commission contract for nanny services between the user and the Nanny ('the Nanny agreement"), the actual service provider. In this context, High-End Nanny Services acts as an authorized representative for the Nanny.

High-End Nanny Services accepts and confirms on behalf of the Nanny a reservation request from the user. Secondly, High-End Nanny Services can facilitate payments of the user to the Nanny in case of payment through an invoice. In case of cash payment, the nanny will facilitate the right remittance to High-End Nanny Services.

High-End Nanny Services solely facilitates in the creation of the service provider agreement between the nanny and the user. In this case, High-End Nanny Services acts as an authorized representative for the Nanny.

The user agrees upon 2 (two) contracts:

1. A contract regarding the use of the services of High-End Nanny Services, "the User agreement" which is established after the (order) procedure laid down in Article 2.2 of these Terms of Use.
2. A separate agreement regarding the nanny services provided by the Nanny, "the Nanny agreement". The Nanny agreement is subject to separate terms and conditions specifically applicable to the Nanny agreement, which can be found on the website of High-End Nanny Services.

Article 2: Creation of the Babysitting Agreement (contract agreement)

1. The parties to the agreement are exclusively the User and Nanny. The user has a claim with regard to the nanny to perform the nanny service, as results from the user's booking request. The nanny has a claim with regard to the user for compliance regarding payment from the moment the agreed upon nanny service is completed.

2. A Nanny Agreement is established as follows:

a. If the user puts in a request (see general terms and conditions of the User Agreement) through High-End Nanny Services and accepts the general terms and conditions of the Nanny Agreement, the user makes a legally valid offer to agree to the Nanny Agreement.

b. High-End Nanny Services sends the user's booking request to the nannies registered at High-End Nanny Services. The nanny who first accepts the booking request, enters into a Nanny Agreement with the User.

c. If the nanny informs High-End Nanny Services of accepting the offer, by accepting the booking request and agreeing to the Nanny Agreement, High-End Nanny Services will, on behalf

and with authorization of the nanny, communicate this acceptance with an order confirmation to the user and nanny.

d. The aforementioned order confirmation contains information on the agreed upon address / date / time / expected duration of the nanny service and the details of the nanny who will provide the service. The general terms and conditions of the nanny agreement can also be found on www.highendnannyservice.nl.

3. If High-End Nanny Service cannot deliver upon a user's booking request, a Nanny Agreement cannot be established.

4. The acceptance or rejection of a booking request is communicated by Charly Cares to the user within 12 hours in case of a regular booking and within 6 hours in case of a last minute booking.

5. The nanny reserves the right to terminate or withdraw from the nanny service with immediate effect if there are serious grounds for cancellation.

Article 3: Subject of the Nanny Agreement

1. The nanny service under this agreement consist of the by the user booked and by the nanny accepted nanny service.

2. The nanny executes the Nanny Agreement in her own way and responsibility, taking into account the provisions of the Nanny Agreement.

3. Before the nanny service, the user provides the nanny with all the information and assistance required to perform the nanny services. The user ensures that he/she has made all necessary preparations before the start of the nanny service. This applies to all details regarding the children (e.g. illness, allergies, diet) and access to the location where the service will take place.

4. The babysitting service commences from the booked starting time.

5. The nanny will keep track of the duration of each nanny service.

6. The babysitting services only ends when the following steps have been completed in full:

Step 1: When the user returns home, the babysitting service is ended in consultation with and with the consent of the babysitter.

- Step 2: The start and/or end time can be changed. Changing the times always happens with the consent of the nanny and High-End Nanny Service.
- Step 3: The user pays the babysitter is payment is done in cash. If payment is done per invoice, the User will pay High-End Nanny Service after which the nanny will take responsibility for the correct remittance to High-Ed Nanny Service.

7. The total nanny service duration may differ from the booked nanny service duration. The booked nanny service duration is indicative.

8. The nanny service is deemed to be fulfilled and accepted, as specified by the Nanny Agreement, if the user has not reported any shortcomings in the fulfilment of the nanny service directly or within 3 hours at the latest after completion of the nanny service.

9. Incorrect payments and other shortcomings must be reported to High-End Nanny Services as soon as possible through office@highendnannyservice.nl or by phone during office hours on the number +31 (0)20 – 760 76 61.

Article 4: Price and payment

1. After completion of the agreed nanny service by the nanny, the user is obliged to pay the amount due through the payment method selected.

2. The user will pay the price through the agreed upon payment method, discharging the user from debt; High-End Nanny Services will receive the payment on behalf of the nanny if payment is done per invoice and will, on behalf of the user and in accordance with payment agreements, transfer the payment to the nanny's bank account within and no later than 14 days. The user's payment be put into operation in the absence of a filed complaint and the passing of up to 24 hours.

3. High-End Nanny Services will send an overview after the babysitting service has been completed if payment has been done per invoice. If payment has been done in cash, the nanny will send an overview to High-End Nanny Services. Not to the user.

4. In case the user has booked multiple nanny services simultaneously, the obligation to pay will apply after each finished nanny service, per agreed upon interval or at the end of the entire period.

Article 5: Cancellation and termination of a babysitting service

1. The User can only cancel the nanny service via High-End Nanny Services. The nanny will immediately be informed of the cancellation / termination of the nanny service via High-End Nanny Services.
2. Cancelling a booked nanny service 3 hours before the start of the service is free of charge, for example, in order to choose a different timeframe or nanny or to completely cancel the booking.
3. If a User cancels within 3 hours before the booked service, High-End Nanny Services will charge cancellation fee of 3 times the hourly rate agreed upon within the booking request.
4. The Nanny Agreement may be terminated earlier during the duration of the service. High-End Nanny Services charges a minimum of 3 hours against the hourly rate agreed upon within the Nanny Agreement on behalf of the nanny.
5. In case compelling grounds occur, the user can consult with High-End Nanny Services. High-End Nanny Services will determine whether compelling grounds apply and may decide to refund the cancellation fee (or portion thereof).
6. High-End Nanny Services will, in case compelling grounds are granted, block the payment to the nanny or reclaim the amount that has already been paid.
7. The Nanny Agreement ends when the nanny service is finished.

Article 6: Liability

1. The nanny will carry out the booked service with the best possible effort and due diligence towards the user, children and / or third parties. If a user has suffered any damage caused by deficient implementation of this agreement, the nanny is only liable for the damage caused to the user and / or children in the event of intent or gross negligence on the part of nanny.

Any liability on part of the nanny towards user, children and / or third parties for damages arising out of or related to the implementation of this agreement is limited to the relevant amount that is or may be paid by its insurer in this specific case. In case the insurer of High-End Nanny Services does not pay out on the claim (for whatever reason), the damage will amount up to the value of the last recorded nanny service.

2. High-End Nanny Services only has an intermediary role and is not liable in any way for tangible and / or intangible damages of any kind whatsoever for which the nanny for can be held responsible.

3. The user and the nanny are, despite the Insurance that has been taken out, themselves responsible for taking out insurance for civil liability and accidents.

Article 7: Applicable law, jurisdiction and amending of the law

1. The Nanny Agreement is applicable to Dutch national law.

2. In the event of a dispute between High-End Nanny Services and the nanny, this will be submitted to and settled by the court in Amsterdam.

3. Should any of these provisions, for whatever reason be found to be invalid, the validity of the remaining provision (s) in this User agreement will not be affected.

4. High-End Nanny Services reserves the right to modify this User agreement from time to time.