

Nanny agreement

General conditions applicable on the contract agreement.

January 1st 2019

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Article 1: General Conditions

Kids Party Planner, located at the Zekeringsstraat 17A, 1014 BM Amsterdam, telephone number. 020-760 76 61, provides nannies and kids corners through her High-End Nanny Service (highendnannyservice.nl) for the private as well as the business market. Through the service the User can request and book nannies and/or kids-corners for mobile nanny services. A user is always the parent or legal guardian of the kids that need a nanny. The SP (service provider) provides a nanny service. Before using the services of High- End Nanny Service the user must primarily read these Terms of Use and Privacy Statement carefully and agree. If so, High-End Nanny Service will facilitate the establishment of a transfer agreement between the user and the nanny. In this regard High End Nanny Service occurs as authorized representative of the nanny. High End Nanny Service accepts and confirms a booking request on behalf of the Nanny from the User. Secondly, High End Nanny Service can facilitate payments from the User to the Nanny if this is done through an invoice. With cash payments the nanny will facilitate the correct remittance to High-End Nanny Service. High-End Nanny Service exclusively facilitates with the development of agreements of service between user and nanny. In this regard High End Nanny Service occurs as authorized representative of the nanny. The nannies receive nanny request through High-End Nanny Service and are being deemed to accept these as much as possible. High-End Nanny Service confirms booking requests to the user.

The user enters into two agreements principle.

1. A User agreement with High-End Nanny Service about the use of its service provision through acceptance of the privacy statement and the general conditions are applicable for the user.
2. A contract agreement for executing a nanny service with the nanny. On the Nanny Agreement between nanny and user, these general conditions are applicable and are established after the order procedure in Article 2, section 2 is execute.

Article 2: Establishment of the Nanny agreement (contract agreement)

1. The parties in the agreement are solely user and nanny. The user has an advancement of fulfillment to execute the nanny service towards the nanny, as ensued from the booking request of the user. The nanny has an advancement of fulfillment towards the user of the payment from the moment the agreed nanny service is completed.
2. A Nanny agreement is established as followed:
 - A: In case the user requests through High-End Nanny Service, (see general conditions applicable on the User agreement) and subsequently accepts the Nanny agreement, the user will do a legally valid offer to conclude the Nanny agreement.
 - B: The booking request of the user will be sent to the registered nannies at High-End Nanny Service, which will be done by High-End Nanny service. The first nanny to accept the booking request, will conclude a Nanny agreement with the user,
 - C: In case a nanny informs to accept the offer, by accepting and agreeing with the Nanny agreement, High-End Nanny Service will relay the order confirmation to the nanny and nanny. This will be done on behalf of and with full authorization of the nanny.
 - D: The in section named order confirmation contains the booking information about the agreed nanny address / date / time / expected period of nanny service and relevant information of the nanny that will execute the service. The general conditions for a nanny service can also be found on www.highendnannyservice.nl
3. In case the High-End Nanny Service cannot deliver to a booking request of a user, a Nanny agreement cannot be established.
4. The nanny remains the right to, cancel the nanny service on immediate effect, withdraw, when there is a case of an important request of cancellation.

Article 3: Subject of the Nanny agreement

1. The nanny service by virtue of this agreement, consists of the user through High-End Service booked and the by the nanny accepted nanny service.
2. The nanny executes the Nanny agreement to their own way and responsibility, taking the provisions into account.
3. Before the nanny service, the user gives the user will give the nanny the required information and help to execute the nanny service. The user will make sure that all the needed preliminaries, including certain details concerning the children (e.g. illness, allergies, diet) and the granting access to the location where the service will take place, are taken before the nanny service starts.
4. The nanny service will start from the booked time.
5. The duration of each nanny service will be posted up by the nanny.
6. The nanny service ends solely by finalizing the following steps:
 - Step 1: With the returning of the user, the nanny service will end with good consultation between user and agreement of the nanny.
 - Step 2: The begin and- or end time can be changed. Changing the times should always happen with consent of the nanny and High-End Service.

Step 3: The user pays the nanny in case there is a cash payment. With payments through invoice, the user will pay High-End Nanny service. After which High-End Nanny service will take care of the correct payment to the nanny.

7. The total nanny duration can deviate from the booked nanny duration. The booked nanny duration is the indicator.

8. The nanny service is fulfilled and accepted, in terms of the Nanny agreement, when the user has not directly reported any shortcomings in the compliance of the nanny service in the latest of 3 hours after the completion of the nanny service to High-End Service.

9. Erroneous payments or other shortcomings need to be reported to High-End Nanny Service as soon as possible, through office@kidspartyplanner.nl or during office hours on 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 obligated to pay the price through the pre-arranged payment method.

2. The user pays the price through the pre-arranged payment method with a debt relieved efficiency for the user; Or the nanny accepts the money and takes care of the correct payment to High-End Nanny Service, or High-End Nanny accepts the payment on behalf of the nanny in case an invoice was pre-arranged which will be paid according to the rules that were made with the nanny on which the money will be paid continued to within and not longer than 14 days. The continued payment of the user will be progressed if there are no further complaints and the period of 24 hour is expired.

3. High-End Nanny Service will send an overview of the nanny service per invoice, after the nanny service is completed. In case of cash payment, the nanny will send an overview to High-End Nanny Service. Not to the user.

4. In case the user has booked a nanny service multiple times at once, the obligation of payment will apply after every completed nanny service, per pre-arranged interval of per end of the total period.

Article 5: Revocation, amendment, Terms and severance of babysitting agreement.

1. A nanny service can and will only be cancelled by cancelling the booking through High-End Nanny Service. Through High-End Nanny Service the nanny will be notified of the cancellation of the nanny service.

2. A cancellation of the booked nanny service is free 3 hours before the commencement of the nanny service for example; to choose another time or waive from the booking.

3. If the user cancels 3 hours before the commencement of the booked nanny service, High-End Nanny Service will charge the user with cancellation fees, which will be a minimum of 3 times the hourly rate calculated within the booking request.

4. The Nanny agreement can be shortened during the service. High-End Nanny Service will continue to pay a minimum of 3 hours on behalf of the nanny to the user.

5. The user can, when there is a case of a weighty reason go into consultation with High-End Nanny Service. High-End Nanny service decides if the reason weight and can possibly decide if there will be a refund of the cancellation fees (or part of it)
6. High-End Nanny Service will, in case of a weighty reason, block the payment to the nanny or demand a reclamation if the amount was already paid.
7. The Nanny agreement ends when the service is accomplished.

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Article 6: Liability

1. The nanny will execute the by user booked nanny service in best power and will be practicing this is meticulousness, towards the user their kids and/or third parties. May the user suffer any damages because of shortcomings in the implementation of this Nanny Service, the nanny will be responsible towards the user and solely responsible for the damage the user or children suffer from in case of premeditation or coarse negligence from the nanny's side. A potential liability of the nanny towards the user whose children of thirds parties ensuing from the or related execution of this agreement, is limited to the amount that in the concerned case by virtue of the nanny that went into agreement with the liability insurance will and can be paid by her insurance, by failing (no matter what reason) the damage will be the maximum worth of the booked nanny service.
2. High-End Nanny service only has a moderate role and can in no way be held liable for material and/or immaterial damage where the nanny can be held liable for.
3. The user and the nanny are responsible for make a contract with an insurance company against statutory liability or accidents.

Article 7: Applicable law, competence judge void and right to amendment

1. On the Nanny agreement is Dutch law is applicable.
2. In case of conflict between the nanny and High-End Nanny Service, this will be submitted and settled to a judge in Amsterdam.
3. In case one of these provisions prove to be void for whatever reason, then this will let the validity in this General Conditions unimpeded.
4. High-End Nanny Service has the right to change these conditions for the nanny from time to time.

Name (Nanny), Date, Place

Signature Nanny