

# User agreement

## General Conditions applicable to user

January 1, 20

- 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: Introduction

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](http://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: User agreement, registration and use**

These Terms are applicable to the provisions agreed upon by the user and High-End Nanny Services within the User agreement.

1. High-End Nanny Services' principle activity is offering a service that brings together supply and demand regarding flexible nanny services. High-End Nanny Services additionally facilitates in the conclusion of a Nanny agreement between the user and the nanny.
2. As soon as High-End Nanny Services receives a request, High-End Nanny Services will send the User a request form. Apart from specific details regarding number of children, age and things that need to be taken into account, a reference to the Privacy Statement and the general terms and condition applicable to the User Agreement is made which can be found on the website of High-End Nanny Services.
3. The User accepts the general terms and conditions of the User Agreement as well as the Privacy Statement, which can be located on the website of High-End Nanny Services, by signing the request form.

4. All data provided by the user, through the request form, must be completed truthfully, completely and according to current events.
5. The User Profile is not transferable to third parties. High-End Nanny Service reserves the right, without having to state any reason, to deny access to her service.
6. The platform meets the user in his/her needs for a nanny or nanny related services.
7. High-End Nanny Service is entitled, at any time and without having to state any reason, to make changes regarding the request form and the applicable procedures.
8. The user is prohibited to recruit nanny services or other services and/or approach High-End Nanny Services nannies in any other way than required by High-End Nanny Services without approval from High-End Nanny Services. If this occurs, High-End Nanny Services shall immediately deny access to her service and in addition impose a fine of EUR 500, - per violation, to be paid immediately.

### **Article 3: Subject of the nanny & conditions**

1. High-End Nanny Services offers user the possibility to use her service to book kids corners and/or to search, find and book flexible nanny services.
2. High-End Nanny Services provides user access to her services to come to a Nanny Agreement with the nanny. High-End Nanny Services is not obligated to produce results of this facility. High-End Nanny Services sends the booking request of the User to her pool of nannies registered as nannies at High-End Nanny Services. The User will independently give instructions regarding the nanny services to be performed by the nanny to High-End Nanny Services after which these instructions will be transmitted to the nanny that has been selected for the service. The nanny performs the nanny service at her own discretion and responsibility. High-End Nanny Services does not control or intervene in the services agreed upon by the nanny and the user. There is no Contract of Employment between High-End Nanny Services and the nanny.
3. The actual fulfillment of the duties of the Nanny Agreement (see general terms and conditions applicable to the Nanny Agreement) are not controlled by High-End Nanny Services and can therefore not be guaranteed to the User. The User should determine whether the nanny services are performed in accordance with the Nanny Agreement. If the nanny services were not performed in accordance with the Nanny Agreement, the User should immediately contact High-End Nanny Services. High-End Nanny Services will determine whether the request and/or complaint is well founded.

4. High-End Nanny Services does not provide employees to perform the actual nanny service, but only provides a service where supply and demand in nanny services are aligned.
5. If a nanny agreement cannot or not fully be implemented in any way, High-End Nanny Services could provide support in finding an alternative settlement as a form of extra service to the user and nanny.
6. When a Babysitter agreement is established between a user and a nanny, High-End Nanny Services, in case payment is done per invoice, will assume only the additional payment settlement services between the user and nanny (see general terms and conditions Nanny Agreement), for which the user hereby explicitly gives consent to High-End Nanny Services. The transaction fee for High-End Nanny Services is built into the price for the booked nanny service. The price is composed of the following parts: the day-, evening-, night- and/or Holiday hourly rate of the nanny multiplied by the duration of the nanny service PLUS the transaction fee for High-End Nanny Service. In case of a nanny service ending after 24:00, an additional €20 taxi fare will be charged. This will be paid in cash to the nanny regardless of the selected payment method.
7. Questions and/or complaints by the user and/or nanny about the implementation of the nanny service and/or payments, should be passed on to High-End Nanny Service through [office@highendnannyservice.nl](mailto:office@highendnannyservice.nl). High-End Nanny Service will determine, in consultation with user and babysitter, whether a complaint is justified and could facilitate in providing a possible solution.
8. A nanny, booked through High-End Nanny Service, will be exclusively contacted via High-End Nanny Service.
7. Our customer service is available during week days from Monday to Friday from 09:00 AM until 22:00 PM and during the weekend from 10:00 AM until 22:00 PM at +31 (0) 20 760 76 61 (local rate) Email: [office@highendnannyservice.nl](mailto:office@highendnannyservice.nl).

#### **Article 4: Liability of High-End Nanny Services**

1. High-End Nanny Services is not responsible and/or liable for the (proper) execution and/or completion of the Nanny Agreement by the nanny and/or the user. The Nanny Agreement is an agreement between the nanny and the user himself, where High-End Nanny Services is not involved as a party.

Any questions and/or complaints by the nanny and/or user should be addressed to High-End Nanny Services. High-End Nanny Services will only assume a mediating role.

2. High-End Nanny Services will implement their obligations under this User agreement to its best ability whilst exercising care towards the user, nanny and others. In case the user suffers damages caused by a deficient implementation of this agreement, High-End Nanny Services is only liable for damages suffered by the user through malice or gross negligence by High-End Nanny Services. Any liability of High-End Nanny Services towards users, nannies and/or third parties for damages arising out of, or related to, the implementation of this agreement, is limited to the amount paid under the High-End Nanny Services liability insurance 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.

3. The total liability of High-End Nanny Services for direct damages due to accountable shortcomings with regard to the correct, complete and timely execution of the service, is limited to the value of the last recorded nanny service.

4. High-End Nanny Service is never liable for indirect damages, including consequential damages, lost profits, lost savings and damage due to loss of data, in any way caused by and/or arising out of the use of the services of High-End Nanny Service.

6. More specifically, High-End Nanny Service will not be liable in any way for any damages, caused by and/or resulting in any way from:

a) Acts you have carried out, such as concluding an agreement that came into being through of the services of High-End Nanny Service.

b) The inability to use the services of High-End Nanny Service where High-End Nanny Service is not responsible for this inability.

c) Incorrect, incomplete or not up to date information on the website.

d) Unlawful use by a third party of the services of High-End Nanny Services.

e) Acts of the counter party that take place after an agreement has been established through the services of High-End Nanny Services.

## **Article 5: Liability of the user**

1. The user is liable for all damages suffered by High-End Nanny Services caused by the breach of contract and/or User Terms for use of the services of High-End Nanny Services and/or by initiation, implementation, and/or termination and/or liquidation of the Nanny Agreement. User commits to exonerate High-End Nanny Services for all damages inflicted on High-End Nanny Services by potential claims of users or third parties caused by the breach of the Terms of Use of the services of High-End Nanny Services and/or initiation, implementation and/or termination of the Nanny Agreement.

2. The user and the nanny are responsible for the conclusion of their own legal liability and accident insurance and the conclusion of the Nanny Agreement.

## **Article 6: Repeal, amendments, duration and termination of the User Agreement**

1. Because the User agreement between the user and High-End Nanny Service is established under the Distance Selling Act (Wet Koop op Afstand), the user, i.e. consumer, in principle has the right to withdraw from the User agreement. Withdrawal should take place within fourteen days after the conclusion of this User agreement, as set out in Article 1.1, by notifying High-End Nanny Services of the withdrawal through a clearly written email. Withdrawal is possible until 3 hours before start of the service when the implementation of the nanny services in accordance with the "Terms and Conditions applicable to the Nanny", have started within the aforementioned period of fourteen days.

2. High-End Nanny Services is entitled to change the Nanny Agreement in accordance with legal regulations. Changes are not retroactive (changes always apply to the future).

3. Cancellation of the booked nanny service, based on the general conditions applicable to the Nanny Agreement, such as selecting a different time period or nanny or to completely renounce the booking, is free of charge until 3 hours before the start of the nanny service. If the user cancels within 3 hours before the Nanny Service, High-End Nanny Services will charge a standard cancellation fee of 3 hours.

4. The User Agreement will be terminated at the moment the service provided by High-End Nanny Services has ended.

## **Article 7: Billing**

### 1. Billing after nanny services

High-End Nanny Services is authorized to handle payments on behalf of the nanny at the day-, evening-, night- and/or Holiday hourly rate of the nanny, agreed upon in the Nanny Agreement multiplied by the actual nanny service duration, plus the transaction fee for High-End Nanny Services at the conclusion of the nanny service in case payment is done per invoice.

In case payment is done in cash, the nanny will take care of the proper remittance to High-End Nanny Services.

### 2. Tariff and/or price change

High-End Nanny Services reserves the right to modify prices and parts thereof for service in any way and at any time at its own discretion. Price changes take effect immediately after relevant parties have been notified of these changes. Changes are not retroactive (changes always apply to the future).

## **Article 8: Applicable law, court jurisdiction, invalidity and the right to amend**

1. With regard to the User's Agreement, the Dutch legislation is in force.

2. In the event of a dispute between High-End Nanny Services and the user and/or 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.