

Terms and Conditions - v1.0 - 21.01.2020

MyBabysitter develops its work based on the terms set forth in this document. Therefore, we recommend a thorough reading of it to protect your interests and know the principles and conditions of our services.

1. Concepts

Meaning of the words used in the exercise of our activity:

- **MyBabysitter:** The company that carries out its activity by providing childcare services to Clients;
- **Client:** Person who has the intent to purchase the services provided by MyBabysitter and hire a Nanny;
- **Nanny:** The person who provides the childcare services to the Client at their home, which a continuity time;
- **Nanny service:** Service provided to the Client at their home, which implies a continuity.

2. MyBabysitter Responsibilities

- To choose the Nannies who will be accountable for the provision of childcare services;
- To assess the compatibility between the collaborators' profile and the profile sought by Clients;
- To attest the skills, qualifications, references and experience of the Babysitters/Nannies, in order to select them, ensuring a high standard of quality and professionalism of the services provided, gathering all the information deemed necessary for that matter;
- To provide to the Client, where applicable, the information gathered about the Nanny;

3. Client Responsibilities

- To provide the conditions deemed necessary for the accomplishment of the Nanny's activities;
- To ensure that all the information deemed necessary for the provision of the service is given and that such information is true and correct.
- To respect the Nanny, perceiving them as a qualified professional, and to dialogue whenever necessary;
- To comply with the schedules settled with MyBabysitter;
- To not assign functions to the Nanny that were not previously settled with MyBabysitter;
- To directly settle with MyBabysitter the schedules for the provision of the services (as well as their changes) and never directly with the Nanny, except in permanent positions;
- To know the whole content of these "Terms and Conditions", establishing the commitment to abide by them;
- Notify MyBabysitter immediately of any extension of any temporary placement and agrees further placement fees will apply;
- Inform the Candidate of any medical conditions, allergies, sickness or disability associated with the children;
- The Client agrees that they are the employer of the Nanny – not the agency;
- To carry adequate household insurance to cover domestic employees in their home;
- To notify the agency immediately if a Nanny has been introduced via a third party (agency, another website, advert etc.). Failing to inform the agency will result in full placement fees if Nanny has been employed by the Client;
- Pay the placement fee to MyBabysitter, within the time agreed;
- Enter into an employment contract with the Nanny and abide by all statutory obligations of employment, tax laws declared by the HMRC (Her Majesty's Revenue and Customs) with regards to taxes and National Insurance contributions;

4. Nanny Responsibilities

- To provide all the information required by MyBabysitter, ensuring that such

information is true and accurate;

- To not settle services and/or schedules directly with Clients;
- To fulfill your own tax obligations, to have your own National Insurance Number and file the appropriate taxes with the HMRC, in case of self-employment. MyBabysitter acts as an agency, not your employer;
- To inform MyBabysitter when you are planning to have an interview with the Client, and if employment has been offered to you, if MyBabysitter has put you forward for any Nanny positions. As a Nanny you are required - If you have been put forward to the same Nanny position that is advertised via third parties - to inform MyBabysitter immediately;
- To develop the MyBabysitter's activity to Clients, in accordance with these general Conditions and also with what is further agreed with MyBabysitter.

5. Fees

- Fees are payable in British Pounds;
- Nanny placement fees are to be paid prior to the Nanny commencing work, once a verbal or written offer of employment is offered;
- The invoice will be sent via email with payment due within 3 days business days;
- MyBabysitter holds the right to withhold start date of the Nanny if the agency fee has not been paid;
- If the Nanny's employment has been extended, then the appropriate charges will be invoiced;
- MyBabysitter reserves the right to increase our agency fees at any time;
- In the case of temporary placements, the agency fee is based upon the original dates requested, should those dates be shortened, no agency fee refunds will be given.
- Any invoice not paid on its' due date will be subject to a £20 late fee per day until payment is received;
- If the Client cancels employment before start date, the agency will charge the Client the full fee;
- If the Nanny cancels employment before start date, MyBabysitter will find a suitable replacement;
- If a temporary placement is cancelled within 24 hours of start date a total of 50% of

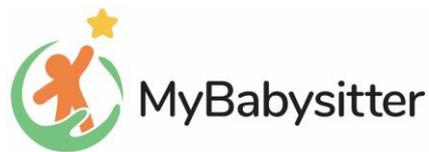
the total Nanny wage is due to the Nanny;

6. Refunds and Guarantee

- The Guarantee for Nanny Placements will only be applicable to invoice settled within the 3 day payment period;
- The Agency fees are non-refundable. Should the Candidate leave the employment within 60 days (Full time positions) or 30 days (Part-time positions) from commencing such employment the Agency will offer one replacement Candidate free of charge, according with the information originally provided in the Client's job request and will be provided within two months of notification. The agency accepts no liability and is not obliged to offer a Replacement or any refund if the Client finds the candidates unacceptable and does not want to engage any of the potential Candidates.
- Replacements will only be given to the Client if the Client has informed the Agency by email of the fact within two days of the date the employment was terminated/ended;
- The guarantee does not apply if the employee has left the position due to unreasonable working conditions, change of location, change of job description, change of mind or if MyBabysitter believes the candidate has been mistreated in any way;
- No refunds will be given if a temporary placement has been reduced after start date.

7. Liability

- By using MyBabysitter Agency the Client expressly authorizes MyBabysitter to collect and publish information about them as detailed in our Privacy Policy and the Client expressly waives any rights, whether in statute or at common law, to bring any legal action against MyBabysitter as a result of MyBabysitter's publication of such information, whether the Client considers that information to be fair and accurate or not;
- MyBabysitter acts as an agent for the Client, not as an employer of the Nanny. Therefore, the agency accepts no liability or responsibility for accident, injury, loss, damage or misconduct sustained by Nanny or Babysitter, Clients or any other persons and by employing a Nanny through MyBabysitter. The Client agrees to exclude the agency should any mishap occur.



- MyBabysitter endeavors to validate the background of our Nannies. We cannot guarantee that all the information is correct.
- The Client is responsible for ensuring that their home contents insurance includes cover for Employers and Public Liability insurance for domestic workers, including childcare.

8. Confidentiality

- All communication, however communicated, is confidential between the parties;
- If the Client passes on any information including details of Candidates, or recommends a Candidate to a third party, which then results in placement of permanent, temporary or part time childcare employment, the Client will be liable for the relevant full fee as if the booking had been made by the Client itself and these terms and conditions shall apply accordingly.

9. Changes to “Terms and Conditions”

- MyBabysitter reserves the right to change these “Terms and Conditions” without any prior notice. Nevertheless, whenever any change is conducted, the version number and its date will be updated. This way, we recommend that you regularly check the “Terms and Conditions” made available on the website www.mybabysitter.org/documents/terms_and_conditions.pdf