

TERMS & CONDITIONS FOR CAREGIVER



Please read these terms and conditions carefully before you register with SunnyNanny AU-PAIR AGENCY Ltd as a Caregiver. Completion of the application form (including the signature) means instant acceptance of the "TERMS & CONDITIONS FOR CAREGIVER". The Terms and Conditions can be modified and come into force immediately after publishing. The Terms and Conditions are the terms under which SunnyNanny offers to the Caregivers the use of the SunnyNanny intermediary services. These Terms and Conditions shall represent a legally binding contract between the Caregiver and SunnyNanny. By registering with SunnyNanny the Caregiver agrees to abide by these Terms and Conditions. If the Caregiver does not agree to abide by these Terms and Conditions, then the Caregiver must refrain from using the SunnyNanny services.

Date of last update: 23/04/2014

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 "Caregiver" refers to any person that registers with SunnyNanny as an Elite Babysitter, Standard Babysitter, Hotel Babysitter, Nanny, Special Needs Assistant, Senior Assistant, Post-Operative Assistant, Child Transport Provider, Pet Sitter and New-born Care Specialist via application form titled "CAREGIVER'S APPLICATION"; and signs the "CAREGIVER'S APPLICATION". The person performs or will perform the Caregiver services for SunnyNanny.
- 1.3. The word "Client" refers to the person/family requesting and/or using Caregiver's services via SunnyNanny as an intermediary.
- 1.4. The word "Database" refers to a database with data regarding the Caregiver and the Client, including their profiles.

2. Your Data

"Your Data" is defined as all data that you provide to SunnyNanny and includes amongst others e-mail address, name and surname, address of residence, ID number, telephone number and birthdate.

- 2.1. If you register with SunnyNanny, you will ensure that Your Data is complete, accurate and up to date and that you are legally entitled to work as a Caregiver in the republic of Cyprus.
- 2.2. Your Data will be used to find a matching Client.
- 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 Clients or others.

3. Intellectual Property Rights

- 3.1. The intellectual property rights related to SunnyNanny, including without limitation the rights to the website, logo, texts, images, design, information including the Database, photographs and other (still and/or moving) illustrations, sound material, formats, software, trademarks (including domain names) and other materials, are vested in SunnyNanny, its licensors and/or advertisers.
- 3.2. It is not allowed to make available to third parties, to copy or to modify the website or parts of the website, in any way, other than by downloading and reviewing it on one sole computer and/or the printing of one hardcopy.

4. Contact

SunnyNanny 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 SunnyNanny to the following e-mail address: info@sunnynanny.com or to following address: SunnyNanny AU-PAIR AGENCY, P.O.BOX 52617, 4066 Limassol, Cyprus.

5. General Obligations

- 5.1. The Caregiver has the permission to work in the Republic of Cyprus.
- 5.2. The Caregiver has the minimum age of 18 years.
- 5.3. The Caregiver has minimum high school education.
- 5.4. The Caregiver has clean criminal record.
- 5.5. The Caregiver provides SunnyNanny with copy of ID and certificates and diplomas obtained.
- 5.6. The Elite Babysitter provides SunnyNanny with all documents mentioned in paragraph 5.5 and with original of official confirmation of clean criminal record.

- 5.7. If the Caregiver confirms a sitting booking, then the Caregiver is responsible to uphold their commitment to the Client and to SunnyNanny.
- 5.8. If Caregiver cancels a SunnyNanny sitting booking for emergency reasons, they must advise SunnyNanny no later than 48 hours the sitting placement is due. On all cancellations done less than 48 hours prior the starting time of the sitting placement fees for lost earnings will apply.
- 5.9. The Caregiver is obliged to attend all trainings/seminars provided free of charge by SunnyNanny.

6. Duties

- 6.1. The Caregiver will provide specific kind of care services as listed in the "CAREGIVER'S APPLICATION".
- 6.2. The Caregiver will be flexible when it comes to working hours and will be willing to work at late hours, however the Agency will respect the availability of the Caregiver as indicated in the "CAREGIVER'S APPLICATION".
- 6.3. The Caregiver will show a professional attitude and is aware that they bear a responsibility towards the person(s) that they sit.
- 6.4. The Caregiver will take good care of the person(s) that (s)he is sitting and will treat them in a spontaneous and loving manner.
- 6.5. The Caregiver is the primary Caregiver of SunnyNanny's Clients; under NO circumstances are they to leave the sat person(s) alone.
- 6.6. The Caregiver will not move any sat person(s) from the location of sitting placement unless the Client authorizes the Caregiver to do so.
- 6.7. SunnyNanny requires all our Caregivers to be reliable, courteous, and enthusiastic and to use their initiative at all times.
- 6.8. The Caregiver agrees on introductory personal meeting with the Client prior to the sitting placement, if the Client requires so. This meeting is free of charge, without claim for money.
- 6.9. When the Caregiver accepts a sitting booking, unless the introductory personal meeting is arranged, it is vitally important that the Caregiver calls the SunnyNanny's Client at the latest 24 hours after accepting the booking. This call is to introduce the Caregiver, confirm start/finish times, sitting address/directions and ask of any additional special requirements.
- 6.10. Caregiver agrees never to turn up to a sitting placement under the influence of drugs or alcohol.
- 6.11. Elite Babysitters are obliged to prepare for the specific needs of the sat person(s) in order to engage the sat person(s) in creative and developmental play.
- 6.12. Caregiver agrees to turn up to a sitting placement strictly 10 minutes prior the starting time of the sitting.
- 6.13. The Caregiver will not consume any alcohol during the sitting and will not smoke in the house of the Client.

- 6.14. The Client's private telephone is not to be used except under emergency situations.
- 6.15. The Caregiver will, in case of emergency, during the sitting, always contact SunnyNanny as well as the Client.
- 6.16. Before (s)he leaves, the Caregiver is obliged to fill out and keep "Sitting Confirmation", a form signed both by the Client and the Caregiver. Original to be kept by the Caregiver and copy to be delivered to SunnyNanny no longer than two days after the sitting placement. The empty "Sitting Confirmation" form will be provided to the Caregiver by SunnyNanny.
- 6.17. 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). SunnyNanny will provide the Elite Babysitter with the empty form of the "Sitting Summary".
- 6.18. The Caregiver will leave the house, that (s)he is sitting in, clean and will never invite other people to come and visit on that address without asking.
- 6.19. The Caregiver will be held liable for (direct) damages occurred during the sitting.
- 6.20. The Caregiver must always respect SunnyNanny Client's privacy.
- 6.21. SunnyNanny Caregivers are strictly prohibited to make any private bookings with SunnyNanny's Clients. Should this be discovered, fees for lost earnings will apply to both Caregiver and the Client and the agreement with Caregiver will be terminated.
- 6.22. All Caregivers are to dress professionally during their working hours and wear SunnyNanny's t-shirt, if provided by the Agency.
- 6.23. The Caregiver will in principle arrange his/her own travelling to/from the Client's address and when arranging the sitting placement, the Agency will respect the area the Caregiver is able to cover as mentioned in the "CAREGIVER'S APPLICATION".
- 6.24. The Caregiver will in principle arrange his/her own meals during the performance of the caregiving services.

7. Expenses/Payments

- 7.1. An hourly rate of each sitting placement will be calculated individually according to the requirements of the Client and request of the Caregiver, however the hourly rate minimum is set as follows:
 - 7.1.1. Elite Babysitter – 8 €;
 - 7.1.2. Standard Babysitter – 6 €;
 - 7.1.3. Hotel Babysitter – 6 €;
 - 7.1.4. Nanny – 6 €;
 - 7.1.5. Special Needs Assistant – 10 €;

- 7.1.6. Senior Assistant – 8 €;
- 7.1.7. Post-Operative Assistant – 8 €;
- 7.1.8. Child Transport Provider – 5 € plus the costs of the petrol;
- 7.1.9. Pet Sitter – 4 €;
- 7.1.10. New-born Care Specialist – 8 €;
- 7.2. The rates of long term part or full time placements will be calculated individually.
- 7.3. The Caregiver can keep any received tips.
- 7.4. The Caregiver will be paid on the last day of the month for all sitting hours performed during that month, the calculation of total amount of working hours per month will be based on the "Sitting Confirmation(s)" submitted by the Caregiver to SunnyNanny. The payment will be issued upon receiving a receipt of the Caregiver for their service as arranged by SunnyNanny.

8. Caregiver Acknowledges

- 8.1. SunnyNanny reserves the right to terminate the agreement; if the Caregiver doesn't meet the criteria, fails to turn up for an interview with SunnyNanny, fails to turn up to a sitting appointment with Client, doesn't meet minimum requirements, doesn't keep the contact details up to date, doesn't respect the Terms and Conditions.
- 8.2. SunnyNanny operates as an introduction and intermediary Agency between the Client and the Caregiver – SunnyNanny does not employ the Caregivers.
- 8.3. SunnyNanny cannot guarantee a set amount of referrals for Caregiver's bookings.
- 8.4. SunnyNanny cannot guarantee the Caregiver will gain any placements, the decision lies with the Clients.
- 8.5. Caregivers are obliged to keep their application up to date and information factual and contact SunnyNanny in case of changes.
- 8.6. SunnyNanny is obliged to inform the Caregiver about the latest update of the Terms and Conditions.
- 8.7. SunnyNanny will conduct an interview with all Caregivers.
- 8.8. SunnyNanny will verify credentials checks.
- 8.9. The Caregiver is responsible for filing his/her own tax declarations.

9. Safety Guidelines

- 9.1. If under any circumstances you (the Caregiver) feel threatened or unsafe, then you should leave straight away, as long as you are not leaving the sat person(s) home alone. Please contact SunnyNanny immediately.

- 9.2. Let a friend or relative know exactly where you are and what the expected finish time is.
- 9.3. Make sure your friend or relative has a copy of contact details, address, name of the Client and phone number.
- 9.4. Keep a charged cell phone with you.
- 9.5. Always park your car close by, under street lights.
- 9.6. The Caregiver is obliged to send a text message to SunnyNanny's contact mobile phone number informing about arrival when arriving in and departure, when leaving the sitting placement.

10. Liability

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

12. Warranties

- 12.1. No warranty is given for suitability, honesty, capability and character of any Client.
- 12.2. SunnyNanny makes no warranties or representations as to the quality, accuracy or completeness of the content of the website.

13. Disputes

- 13.1. SunnyNanny prefers to resolve any disputes via mediation. Firstly contact your area office.
- 13.2. If your local office fails to effectively respond or resolve the Caregiver's complaint – please contact the Head office info@sunnynanny.com with full details.

14. Governing Law

- 14.1. The Terms and Conditions 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.