



## **SERVICE AGREEMENT**

Barcelona, at <DATE>

### **GATHERED**

On the one part: **Mrs. Josi ANNE SAMBOU**, hereinafter referred to as "Mrs. Sambou" of legal age, with registered address in c/ Canvis Vells, 6, 3º - 2ª, 08003-Barcelona, with **NIE: Y-4368798 P (i.e. Spanish Foreigner ID Number)**

On the other part: Mr./Mrs. <NAME>, hereinafter referred to as "Mr./Mrs. SUR NAME", of legal age, with registered address in ADDRESS, with **DNI/NIF/NIE OR PASSPORT(i.e. Spanish (Foreigner) ID Number) SPECIFY.**

### **ACTING**

On the one part: Mrs. Sambou, on behalf of and representing, as Sole Director, THE COMPANY THE NANNY LINE, S.L., with Tax ID Number B-66842964 (hereinafter, "**THE COMPANY**"),

And,

On the other part: Mr./Mrs. SURNAME, acting on his/her own behalf and representing himself/herself (hereinafter, **"THE FAMILY"**).

Both parties mutually recognize each other's necessary and sufficient legal capacity to enter into this agreement, as well as any special capacity required by the present act, of their free and spontaneous will,

### **RECITALS**

- I. THE NANNY LINE, S.L. is a company that exclusively provides services related to nannies.
- II. THE FAMILY intends to contract the services of a nanny through THE COMPANY, THE NANNY LINE, S.L., which will act as a mere intermediary.
- III. This agreement cancels and renders ineffective any other previous agreement, written or oral, entered into by the parties in relation to the specialities herein.

And, by virtue of the aforementioned, both parties agree to enter into this **SERVICE AGREEMENT** that will be governed by the following;

### **CLAUSES**

#### **FIRST.- Object.**

The object of the present Agreement is to establish the service to be rendered by THE COMPANY to THE FAMILY. THE COMPANY will provide a nanny according to THE FAMILY's needs. THE NANNY/MANNY will be part of THE NANNY LINE, S.L.'s nanny team and THE COMPANY will act as a mere intermediary.

#### **SECOND.- Duration.**

The Agreement will be effective from the date it is entered into, and will be valid for SPECIFY.

An additional contract between THE NANNY/MANNY and THE FAMILY will be created and agreed upon by both parties.

#### **THIRD.- COMPANY's obligations.**

During the valid duration of the present Agreement, THE COMPANY undertakes to:

- Provide a nanny to THE FAMILY suitable to the service requested and agreed upon by THE FAMILY.
- Be at THE FAMILY's disposal for anything they need, and the possibility to change THE NANNY/MANNY within the guidelines of this contract.
- Arrange and settle the salary or hourly rate of THE NANNY/MANNY with THE FAMILY.
- Salaries and hourly rate are only discussed between THE COMPANY and THE FAMILY.

- THE COMPANY will be able to obtain information about THE FAMILY, in terms of their interests and family situation and share it with possible nannies who could meet the requirements.
- THE COMPANY offers full-/ part time nanny services, who will be contracted and registered to the Social Security offices by THE FAMILY.
- THE COMPANY offers fixed nanny services for under 15 hours a week and where THE NANNY/MANNY is responsible for their own social security.
- THE NANNY/MANNY is covered with THE COMPANY's civil liability insurance only if THE FAMILY has paid the additional membership costs.
- THE COMPANY does not bear any responsibility regarding THE NANNY/MANNY's behaviour while working.
- THE COMPANY will act as mediator in case of conflict between THE FAMILY and THE NANNY/MANNY.
- Treat all information received from THE FAMILY to THE COMPANY as confidential.

#### **FORTH. – SERVICE GUARANTEE**

For Full-Time / Part-Time nanny placements the following is agreed:

- Part Time Nanny/Manny is anything 15 hours a week up to 25 hours a week.
- Full Time Nanny/Manny is anything over 25 hours a week.
- All nannies/mannies will be interviewed by THE FAMILY via face to face or web meeting.
- All nanny/manny trials are paid and are a minimum of 2 hours for each trial.
- Each nanny/manny selection process has the guarantee of one month starting from the date when nanny started to perform the full-time/part-time service to THE FAMILY.
- If within one month the relationship between THE NANNY/MANNY and THE FAMILY stops for whatever reason (e.g. non-suitability of conditions, profile) and as a desire of any of the two parties, THE COMPANY will repeat the selection process without any cost until finding a suitable nanny according to THE FAMILY's requirements.
- If THE COMPANY is not able to substitute THE NANNY/MANNY within 1 month then a full refund of the agency fee will be provided.
- If the service contract between THE NANNY/MANNY and THE FAMILY within 6 months after start date because THE NANNY/MANNY decides to leave, the agency will start their search for a new nanny/manny for the amount of €150.00. After 6 months the full agency fee will be charged.

For **Long Term Occasional Nanny placements**, the following are agreed:

- Long Term Occasional Nanny/MANNY is a booking of fixed hours of anything under 15 hours a week.
- All nannies/mannies will be interviewed by THE FAMILY via face to face or web meeting.
- All nanny/manny trials are paid and are a minimum of 2 hours for each trial.

- Each nanny/manny selection process has the guarantee of two weeks starting from the date when nanny started to perform the fixed booking service to THE FAMILY.
- If within two weeks the relationship between THE NANNY/MANNY and THE FAMILY stops for whatever reason (e.g. non-suitability of conditions, profile) and as a desire of any of the two parties, THE COMPANY will repeat the selection process without any cost until finding a suitable nanny/manny according to THE FAMILY's requirements.
- If THE COMPANY is not able to substitute THE NANNY/MANNY within 1 month then a full refund of the agency fee will be provided.
- If the service contract between THE NANNY/MANNY and THE FAMILY within 6 months after start date because THE NANNY/MANNY decides to leave, the agency will start their search for a new nanny for the amount of €75.00. After 6 months the full agency fee will be charged.

## **FIFTH: THE FAMILY'S obligations.**

During the valid duration of the present Agreement, THE FAMILY undertakes to:

- **REGISTRATION fee:**
  - Pay a one-time registration fee in the amount of €50.00 in order to initiate THE NANNY/MANNY search process for any fixed nanny placements i.e. Long Term Occasional Nanny (under 15 hours a week), Part Time Nanny (15 hours a week or more hours) or Full Time Nanny (over 30 hours a week) or any Holiday, Short Term or Special Event nanny.
  - Payment must be made in advance.
  - THE FAMILY should provide their requirements to start the search within a timely manner to facilitate a faster search.
- **AGENCY fee FOR PART / FULL TIME NANNY BOOKINGS:**
  - Payment must be made in advance.
  - Pay as an agency fee one (1) month (4.3 weeks) nanny/manny gross salary (salario bruto) plus IVA 21% for Full Time or Part Time Nanny Placement.
  - When the hours increase with more than 3 hours per week the family needs to pay an additional agency fee based on the hourly rate of the nanny.
- **AGENCY fee FOR LONG TERM OCCASIONAL NANNY BOOKINGS:**
  - Payment must be made in advance.
  - Pay as an agency fee agency fee €5.00/hr of the nannies/mannies monthly (4.3 weeks) total hours plus IVA 21% for Long Term Occasional Nanny Placement.
- **AGENCY fee FOR ALL OTHER BOOKINGS:**
  - Payment must be made in advance.
  - Pay nanny salary and agency fee as outlined in Hotel, Holiday, Special Event, Specially Priced Policy's emailed to you.
- **MEMBERSHIP fee: (if it applies)**
  - Pay a one-time registration fee in the amount of €44.95.
  - Pay a one-time annual subscription of €99.95 + IVA 21% via an e-payment.
  - Additionally, THE FAMILY can sign up for membership in order to have their long term occasional, part time and full time nanny be covered with THE COMPANY'S civil liability insurance.
  - All payments must be made in advance.
- **TO ALL NANNY BOOKINGS:**
  - THE FAMILY needs to guarantee the physical and emotional safety of THE NANNY/MANNY.

- THE FAMILY will give THE NANNY/MANNY enough information to make them feel welcome and able to do her duties.
  - THE FAMILY must inform THE COMPANY of any special care needed by their children.
  - THE FAMILY will not provide information related to THE NANNY/MANNY to a third party and vice versa.
  - Nannies are not permitted to take any photos of the children without parent consent.
  - If THE FAMILY chooses to book a nanny of THE COMPANY without a having paid for the agency fee or membership they will be fined for €250.00.
  - Late charges if invoice is not paid within date on invoice is €50.00 daily late fee will be added to any and all invoices emailed to THE FAMILY.
- **FOR OCCASIONAL BOOKINGS/HOTEL/HOLIDAY, ETC BOOKINGS**
    - Must be paid in advance.
    - Hourly rates increase 200% on December: 24, 25, 26, 31 and 1st of January.
    - Hourly rates increase 150% on Spanish Bank Holidays.
    - If THE NANNY/MANNY is asked to stay the night after their shift has ended an additional €75.00 for last minute overnight stay any time from 11:00 pm to 7:00 am.
    - If the service ends after midnight the nannies are paid an additional €10.00 as taxi fee at the end of the booking. When the service begins after midnight there's an additional €20.00 taxi fee- cash in hand after service ends.
    - THE FAMILY need to book at least 2 hours in advance.
    - All occasional bookings are minimum of 2 hours.
    - All booking are full hours (no half hours).
    - When the service lasts longer than 4 hours, THE FAMILY will provide THE NANNY/MANNY's/babysitters meal.
    - If THE NANNY/MANNY is travelling more than 60 min per day, THE FAMILY needs to pay all travelling costs and half of the nannies travelling time.
    - Nannies will arrive 15 min before service begins.
    - THE FAMILY is expected to arrive back at their agreed time in order to get a full nanny update.
    - If THE FAMILY arrives 15 min late, they will be charge 30 min of service. If they arrive 30 min late, they will be charged a full hour
    - Please see Occasional Policy for more details.
  - Treat all information received from THE COMPANY as confidential.

## **SIXTH. - Confidentiality and personal data protection**

### **6.1 Confidentiality.**

Both Parties will use the information provided by them only for the aims stated in the present Agreement and in possible appendixes that could be added in the future. Both Parties undertake to maintain the strictest confidentiality with regard to said information.

Likewise, both Parties will adopt the same security measures they would normally adopt in relation to their own confidential business information, avoiding loss, theft or subtraction regarding the information object to this Agreement and in possible appendixes that could be added in the future.

### **6.2 Confidential information treatment.**

"Confidential Information" will be transferred and/or used by the Parties. The Parties undertake to: (i) keep secret and preserve the confidentiality of such information in compliance with the provisions herein and in its possible future appendixes, by the due diligence and/or the appropriate means, those being the same means used to safeguard their own confidential information; and (ii) do not reveal any "confidential information" whose knowledge had originated from a third party and that is considered to be protected herein.

The use given to "Confidential Information" will only comprise those situations connected to the relation between the Parties. Any other use of such information will require the written consent of the person authorized by the other Party. Only the party whose benefit is disclosed will be legitimised to use this information, and any modification or improvement will be considered in favour of the party owning the "Confidential Information" used.

The Parties will be obliged to return any material containing "Confidential Information", including all notes, summaries, written memos, documents, manuals, recordings and derivatives of those, as well as their copies, in any of the following situations: (i) completion or end of the relationship between the Parties; (ii) termination of the present contract and of each of the possible appendixes regulating the terms of specific projects; or (iii) due to the request by any of the Parties of their corresponding "confidential information", in which case the other party will be able to retain all the documents necessary to comply with their document retention policy. On the other hand, the Parties will also be able to destroy confidential documents with the consent of the other party under the supervision of an agent of their owner.

### **6.3 PERSONAL DATA PROTECTION**

Identification of the controller: JOSI ANNE SAMBOU (hereinafter "THE NANNY LINE") whose identifying and contact details are in the header of this contract.

THE NANNY LINE, as data controller, informs the person concerned that the personal data such as customer or his representative, collected in order to in order to carry out the services covered by the contract, management accounting, tax and administrative derived from the service, as well as send you informative communications related to the contracted service and fidelize you as a client, in case you authorize us. The legal basis for the processing of your data is the

contractual relationship and legitimate interest on the part of THE NANNY LINE. We inform you that your data will not be transferred to third parties without your prior consent, except for those transfers that are necessary to comply with the legal obligations or the provision of entrusted services. The personal data provided will be kept while the contractual relationship is maintained, and once the aforementioned relationship ends, the legally established time will be blocked before it is destroyed.

Likewise, you expressly consent to the treatment of certain specially protected data (health data) when they have been voluntarily communicated by you and / or are necessary for the development of the service.

You have the right to obtain confirmation on whether THE NANNY LINE are dealing with personal data concerning them, or not. You have the right to access your personal data and to request the correction of inaccurate data or, where appropriate, request removal when, among other reasons, the data are no longer needed for the purposes for which they were collected. In certain circumstances, the interested party may request the limitation of the processing of their data, in which case we will only keep them for the exercise or defense of claims. In certain circumstances and for reasons related to their particular situation, the interested party may object to the processing of their data. THE NANNY LINE will stop processing the data, except for compelling legitimate reasons, or the exercise or defense of possible claims.

The interested party may exercise the rights of access, rectification, cancellation, opposition, limitation and portability of their data by email to the address [info@nanny-line.com](mailto:info@nanny-line.com), putting in the subject the reference "Data Protection" and accompanying the request A copy of the DNI or equivalent identification document., You have the right to file a claim with the Spanish Agency for Data Protection.

Likewise, in case you authorize us, we can capture and use your image / voice to publish them in our memories, newsletters, magazines, web pages, social networks or any other own or third party means that uses THE NANNY LINE.

#### **SEVENTH. - Transfer of the Agreement.**

THE COMPANY will not be able, directly or indirectly, to cede, transmit, transfer, contribute to a company or pledge, either the present Agreement or the possible appendixes entered into, or one or any of the rights and goods whose use has been granted by virtue hereof by any means, acts or transactions whatsoever.

#### **EIGHTH. - Termination of the Agreement and advance notice**

Notwithstanding the duration initially stated in the SECOND clause of this Agreement, or in each specific appendix that could be entered into, the present agreement can be terminated or renewed for longer than initially stated by mutual agreement between the parties.

The Agreement and its possible appendixes will expire automatically in the case of a breach of the duties of loyalty, diligence and good faith, as well as, in case of any other serious breach of the obligations undertaken by virtue of this Agreement or any of its possible appendixes.



The following provisions, without being exhaustive, are considered **serious breaches by both parties**:

1. - Failure to pay in due time stated in invoice will result in additional daily late fee of €50.00 per day.

2. - If THE FAMILY books nanny without letting the agency know will result in a €250.00 penalty fee.

### **8.1 CANCELATION POLICY for BOOKINGS (Occasional/Hotel/Holiday):**

- If THE FAMILY decreases hours within 24 hours prior to the booking they have to pay 80% of the original booked hours.
- If THE FAMILY cancels with less than 24-hour notice, they will be charged for 2 hours of the booking.
- If THE FAMILY doesn't show up for a confirmed booking and did not cancel, they will be charged for all hours booked and no refunds will apply.

### **NINTH. - Notifications.**

Any written notifications that must be made in terms of the present Agreement or its possible appendixes must be sent to the addresses stated in the preamble herein.

### **TENTH. - Sole agreement.**

The Agreement replaces any other previous agreement between the parties either oral or written. The Parties will only be able to modify this Agreement and its possible appendices in writing.

In case that any of the clauses of the present Agreement or any of its possible appendixes are recognized or declared null or contrary to a legal provision, said clause will be considered as non-written and the rest of the provisions within the affected Agreement and appendix will continue to be valid.

### **ELEVENTH. - Applicable legislation.**

The present service agreement and its possible appendixes will be considered civil, and will be governed by the provisions of the Civil Code.

The existence, validity and interpretation of the clauses contained in the Agreement or its appendixes will be governed according to the Spanish legislation. Any issue not expressly stated in them will be governed by articles 1.254 and following of the Civil Code.

### **TWELFTH. - Competent Jurisdiction**

The parties agree to submit to the legislation of the Courts and Tribunals of Barcelona to resolve any controversy arising from the interpretation and/or fulfilment of the present agreement or any of its possible appendixes. The parties expressly waive any other courts that could apply to them.

And, in witness whereof, the Parties, after carefully reading the present document, acknowledge it and sign it in duplicate, both with identical value, in the place and date stated in the preamble.

THE COMPANY,

THE FAMILY,

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**THE NANNY LINE, S.L.**

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**SPECIFY**