



SERVICE AGREEMENT

Barcelona, .../.../2018

GATHERED

On the one part: **Mrs. Josi ANNE SAMBOU**, hereinafter referred to as "Mrs. Sambou" of legal age, with registered address inc/ Canvis Vells, 6, 3º - 2ª, 08003-Barcelona, with **NIE (i.e. Spanish Foreigner ID Number) Y4368798P**.

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

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: Ms., acting on her own behalf and representing herself (hereinafter, "**The NANNY**").

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, on their free and spontaneous will,

RECITALS

- I. THE NANNY LINE, S.L. is a company that exclusively provides services related to nannies.
- II. Nanny can only exclusively work for THE NANNY LINE's team. And can not engage with other nanny agencies during this agreement. **Exception** is when NANNY needs more work and has notified the agency or has given two weeks notice.
- III. Nanny cannot work for a TNL family who's hasn't paid agency fee. THE NANNY will be charged a fine of €150.00 when this occurs.
- IV. This agreement cancels and renders ineffective any other previous agreement, written or oral, entered into by the parties in relation to the specialities herein object.

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 legal relationship between the COMPANY and The NANNY. The latter will become part of The COMPANY's team of nannies and will work exclusively for a family of THE NANNY LINE SL. through a paid membership of the family to THE NANNY LINE SL.

SECOND. - Duration.

The Agreement will be effective from the date it is entered into, and will be valid for **TWELVE MONTHS.** Hereafter the COMPANY will evaluate the NANNY'S accomplishments before extending the contract.

THIRD. - COMPANY's obligations.

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

- Provide a family requesting the services to The NANNY. The COMPANY will act as a mere intermediary between The NANNY and The FAMILY.

- In case of long term contracts, the family shall contract and register with the NANNY with Social Security
- For any short term contract, the NANNY can handle their own social security as an autonoma or sign up through the COMPANYY.

FORTH. - NANNY'S rights and obligations.

Nanny Trial Bookings:

All new nannies/mannies to The COMPANYY must go through the trial bookings.

- Trial Bookings have a compensation of €5.00/hour
- The Nanny/Manny will have 2 bookings with two different families.
- If the same family books twice: 1st booking is at Trial rate, 2nd booking is at babysitter rate.
- Based on review and feedback of THE FAMILY , the nanny/manny will either be placed as a babysitter or nanny
- Nannies can work up to Nanny Star status with more than 10 positive booking reviews

Payscales:

Specially priced nanny (Trail nanny):	€5.00 per hour
Babysitter:	€10.00per hour
Nanny:	€13.00 per hour
Nanny Star:	€14.00+ per hour

Nanny's additional compensation if they apply to the booking or specified in the booking

- THE FAMILY need to book at least 2 hours in advance.
- All occasional bookings are a minimum of 2 hours.
- All booking are full hours (no half hours).
- All bookings are paid at the end of the month unless specified to you at the time of booking.
- If the family has more than 2 children an additional €1.50 is added per hour per child for non members. For members, €1.00 per hour / extra child.
- If the booking ends at midnight or later the NANNY's are paid an additional €10.00 cash in hand taxi fee at the end of the booking. **The Nanny is responsible to remind TNL placement specialist about this and also asking the family at the end of the night for money. *You must confirm that the additional money is owed to you by asking the TNL person.*
- When the service begins after midnight there's an additional €20.00 cash in hand taxi fee at the end of the booking. **The Nanny is responsible to remind TNL placement specialist about this and also asking the family at the end of the night for money. *You must confirm that the additional money is owed to you by asking the TNL person.*
- Families pay for transport costs and half of the transport time if the nanny needs to travel for more than 60 min per day/per booking.

- Nanny is given a 20 minute break for every 4 hours worked and can be taken while the child is napping if child is under 3 years old.
- If the booking is longer than 4 hours, it's suggested and encouraged that the family provide the nanny with light snack or meal but it is not required *You must bring your own snack or meal.*
- Rates increase 200% on 24th, 25th, 26th, 31th of December and the 1st of January.
- Hourly rates increase 150% on Spanish Bank Holidays.
- If THE NANNY/MANNY is asked to stay the night after their shift it's an additional €75.00 for an overnight stay any time from 11:00 pm to 7:00 am, of which the NANNY/MANNY will receive a rate of €50.00.
- **For hotel bookings:** Your hourly rate does not change over night but we do charge an additional agency fee of €75.00 for an overnight stay any time from 11:00 pm to 7:00 am.
- Nannies can be booked at least two hours in advance. You will not always be available and the COMPANY know this.
- If a family books a nanny and cancels the booking without notification with less than 24 hours before the nanny's shift, the nanny will be paid 2 hours booking. Please check with booking specialist to confirm this.

_____ **I have read & understood**

NANNY/MANNY obligations

Obligations towards The COMPANY

- The NANNY will only work exclusively with THE NANNY LINE, S.L. Exception is when the nanny gives an advanced notice of TWO weeks that she/he is in need of more work and notifies THE COMPANY.
- The NANNY will keep the COMPANY up to date on availability and update website profile and the COMPANY updated monthly.
- If nanny denies a third booking because their agenda is not up to date there will be a fine of €15.00 on each denied booking and 0.25ct off of their hourly rate on the website.
- The NANNY/MANNY is paid at the end of the month for all bookings except for **specific** hotel bookings.
- SOME Hotel bookings that are paid by cash along with the agency fee, are done so by the family during hotel booking. Agency fee will be transferred via bank transfer or dropped off next business day at the Company offices. A receipt will be given to you as a signal that you have dropped off agency fee in cash.
- The NANNY is expected to be on their most professional behavior and the NANNY is ultimately responsible for her/his actions and behavior during the shift/booking/stay.
- The NANNY will have first warning after one negative review, second negative review will be up for review by management with the right of the COMPANY to terminate agreement.
- The NANNY is obligated to fulfill at least two bookings a month from 15th of October until 25th of May (Winter) and three bookings a months from 26th of May until 14 of October (Summer).
- The family pays the Nanny social security if it's a full time position all other services, the NANNY is responsible for social security tax obligations.

_____ **I have read & understood**

Obligations towards families

- The NANNY is responsible for all/any material needed to offer the contracted service unless attending a special event.
- The NANNY is obliged to offer a good service in accordance to the FAMILY's requests.
- The NANNY is an employee of the family and a representative of The Nanny Line.
- The NANNY will not provide information related to the family to a third party and vice versa.
- The NANNY/MANNY will provide service to each family as if they are all VIP's.
- Not taking the children outside unless The Family asks them to ahead of time.
- Will ask specifically if the children have food allergies before they start working.
- Nannies are not permitted to take any photos of the children without parent consent. THE FAMILY must specifically agree to text/Whatsapp updates of their child to include pictures.
- The NANNY should not, in any case, invite a third party/person to the house during working hours.

- The NANNY must use the appropriate language at all times during her shift/booking no matter if the children are present or not.
- The NANNY should never cross any sexual boundaries or expose children to anything inappropriate.
- The NANNY is at the family's disposal and must fulfill the FAMILY's requests as long as they are within the scope of babysitting and nanny duties.
- Additionally, the NANNY/MANNY must be in charge of preparing the food for the children, wash their clothes, clean their room, help them with their homework, etc. The NANNY can agree to any other extra services with The FAMILY.
- Violation of any of these will result in direct exit.

_____ **I have read & understood**

- Babysitters are not required to prepare food for the children, wash their clothes, clean their room, help them with their homework, etc. The BABYSITTER can agree to any other extra services with The FAMILY.
- BABYSITTERS are to make sure the child is safe, happy, if child will needs anything from them. Babysitters USUALLY don't have the educational background to parent the children on a qualified level but they will interact with the children, create games and read to them for example
- On special events such as a wedding, the nanny will be provided with materials if the materials are outside the normal materials used by the nanny and if the wedding party has arranged special requests.
- The NANNY must be on time on family bookings. 5 minutes late is acceptable when nanny informs the FAMILY and AGENCY beforehand.
- A NO SHOW with a family booking means a warning from the agency. Two NO SHOWS = exit.

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- The NANNY should not, in any case, invite a third party/person to the hotel room or booking location during working hours.
- Nannies will arrive 15 min before service begins.
- If The Nanny/Manny is late, they will not be paid for this time or will stay later to recover the time. The Placement Specialist will advise you of which one it will be.
- THE FAMILY is expected to arrive back at their agreed time in order to get a full nanny update.
- THE NANNY /MANNY must inform THE COMPANY if THE FAMILY arrives 15 min or more later than the scheduled time.
- The NANNY could be able to speak in English with the children, practice sport and/or yoga, and do meditation exercises etc as long as the child isn't forced by the Nanny to participate.

_____ **I have read & understood**

FIFTH.- Confidentiality and personal data protection

5.1 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 most strict 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.

5.2 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 legitimized 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.

5.3 Personal data protection

Both the COMPANY and the NANNY undertake to comply with all the necessary technical and organization measures with the aim to guarantee the security of the data of a personal nature, avoiding their alteration, loss, treatment or non-authorized access.

SIXTH. - 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.

SEVENTH.- 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. - That NANNY should not, in any case, invite a third party/person to the hotel room or the house during working hours.
2. - That NANNY should be careful with her language towards children. The NANNY must use the appropriate language only when she's around children.
3. - That NANNY should never cross any sexual boundaries or expose children to anything inappropriate. If this is the case = a direct exit.
4. - That NANNY work simultaneously with other companies engaged in the same sector.
5. - The COMPANY does not hire and secure, paying all applicable taxes nannies work in a timely manner.

EIGHTH.- 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.

NINTH.- 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 appendixes 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.

TENTH.- 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.

ELEVENTH.- 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 NANNY,

THE NANNY LINE, S.L.

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