

# GENERAL CONDITIONS

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*Holiday Sitters is a platform that facilitates contact between families (usually families visiting) and a local babysitter that speaks a language also spoken by the children of the family.*

*When a family requests to be connected to a babysitter, Holiday Sitters provides services at a fee to establish the initial contact between the family and the babysitter through its Site. After establishing the initial contact, the family and the babysitter will agree upon all the conditions for the services of the babysitter without further involvement of Holiday Sitters.*

*Please read these terms and conditions carefully before you make use of the Services of Holiday Sitters.*

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## **Article 1. GENERAL**

1. These are the general terms and conditions of Holiday Sitters B.V. (the "**General Terms and Conditions**").
2. Holiday Sitters B.V. is a private company with limited liability and is registered in the Chamber of Commerce under number 68239246 ("**Holiday Sitters**"). Holiday Sitters resides in Churchill-laan 149 H 1078DT Amsterdam and has its registered office in Amsterdam
3. These General Terms and Conditions are applicable to any and all Services (as defined hereafter) of Holiday Sitters. The use of the Services (as defined hereafter) of Holiday Sitters means that you accept these General Terms and Conditions. For access to and use of the website <http://www.holiday-sitters.com> (the "**Site**") of Holiday Sitters these Terms and Conditions also apply.
4. General Terms and Conditions can always unilaterally be adjusted and/or changed by Holiday Sitters. After the family or babysitter has been given a reasonable possibility to take note of the adjusted and/or changed General Terms and Conditions, they are applicable to any and all Services (as defined hereafter) of Holiday Sitters. Holiday Sitters therefore recommends to check the General Terms and Conditions from time to time.
5. Holiday Sitters has composed and will maintain this Site with due care. All information on the Site with respect to the babysitters will only been verified by Holiday Sitters to the extent possible. Holiday Sitters is not liable nor accept any liability for the content of that part of the Site.

## **Article 2. AGREEMENT**

1. Holiday Sitters attempts to bring families and babysitters into contact with each other, whereby Holiday Sitters makes its Site available for use by the

family and babysitters (the “**Services**”). The Service offers the family and/or the babysitter the possibility to create a profile, which can be seen by other users and visitors (such as a family or babysitter) to the Site. The objective of the Service is to facilitate contact between families and local babysitters that speaks a language also spoken by the children of the family.

2. The Service consists of offering access to the family’s and babysitters to the database of the Site with the objective of organizing childcare together. Holiday Sitters will therefore never be a party to an agreement (the “**Agreement**”) entered into between a family and a babysitter through usage of the Site.

### **Article 3. PERSONAL DATA**

The Holiday Sitters [privacy statement](#) is applicable to the processing by Holiday Sitters of personal data of individuals through the Site and/or mobile applications and to all Services that are offered by Holiday Sitters. Personal data is defined as all data that you provide to Holiday Sitters and includes amongst others your e-mail address, your name, your address, place of dwelling, your telephone number and birthdate. Holiday Sitters therefore recommends checking the privacy statement.

### **Article 4. CONTENT SITE**

1. Each family/babysitter has to make sure that the description and the conditions for arranging a family/babysitter are in accordance with reality and therefore are correct and complete.
2. By posting a request, the family/babysitter gives Holiday Sitters permission to post the information of that request on the Site.
3. Holiday Sitters reserves the right to amend or shorten the texts of requests and/or messages or to remove requests from the Site without any reason being required, as well as the right to deny the family/babysitter any further usage of the Site.

### **Article 5. OBLIGATIONS OF THE FAMILY**

1. The family will treat the babysitter respectfully.
2. The family will promptly contact the babysitter in the event the family wishes to cancel the Agreement with the babysitter.
3. The family will, during the babysitting by the babysitter, provide contact details to and will be available at all times for the babysitter in case of emergency.
4. The family ensures to provide all information, which Holiday Sitters deems necessary or which can reasonably be deemed necessary by the family for the performance of the Agreement, in a timely manner to the babysitter and to Holiday Sitters if they requested so.

5. The family is required to immediately inform Holiday Sitters regarding any facts and circumstances that could be of interest in connection with the performance of the Agreement between the family and the babysitter.
6. The family will provide the babysitter, before the start of the babysitting, with all relevant information required to properly fulfil the babysitter services.
7. The family indemnifies Holiday Sitters from any claims for damages occurred during the performance of the Agreement and that are attributable to the babysitter.
8. The family is not allowed to provide information and/or contact details of the babysitter to third parties.
9. The family is not allowed to enter into any kind of agreement with a babysitter from the Site of Holiday Sitters without intervention of Holiday Sitters. If the family does so anyway they incur a fine of EUR 250 per day that the babysitter works for the family.

#### **Article 6. OBLIGATIONS OF THE BABYSITTER**

The reputation of Holiday Sitters is for a large part dependent on the quality of the babysitters that are connected to the families. Therefore, it is of a great importance that the babysitters follow the following rules:

1. The babysitter will arrive on time;
2. The babysitter will be responsible, kind and professional;
3. The babysitter will refrain from smoking and alcohol and drugs consumption;
4. The babysitter will be engaged and attentive to the child need;
5. The babysitter acts in accordance with the following steps in case of emergency:
  - The babysitter calls 112 immediately
  - The babysitter calls the parents and remains at all times with the child/children
  - The babysitter calls Holiday Sitters through +31617292579 within 12 hours

#### **Article 7. PAYMENT**

1. The use of the Site is free of charge.
2. Each time a family wishes to hire a babysitter featured on the Site the family will have to pay Holiday Sitters a fee as part of the service price mentioned on the Site, [www.holiday-sitters.com](http://www.holiday-sitters.com) the family is only paying for the services of the Site when they choose to book a babysitter.
3. Payments charged from Holiday Sitters should be executed in a manner as described on the Site.
4. The family will pay for babysitting service a rate of minimal EUR 15, - per hour excluding VAT.

5. Payment of the fee and the payment of the babysitter is done through the Site, after babysitter is chosen, customer must proceed to the payment, payment is done via credit card or ideal. After the family chooses a babysitter and proceed to the booking, the payment is done. With regard to the payment of the babysitter Holiday Sitters functions as a cashier only. A payment made through the Site for the services of the babysitters is regarded as a payment to the babysitter directly.
6. Cancellation of the ordered services can be done without costs until 24 hours prior to the commencement of the services. Cancellation received within 24 hours of the planned commencement of the services cannot be accepted and the family will be charged fully.

### **Article 8. NO WARRANTY**

1. The use of the Site is completely at your own risk.
2. Holiday Sitters offers its Site and services in the current state and without explicit or implicit warranties. Holiday Sitters especially does not warrant that the babysitter is permitted to enter into an Agreement with you, that the provided (personal) data is correct, complete and up to date and that (s)he will correctly perform the Agreement.
3. Holiday Sitters offers no guarantees, commitments, or indemnities with regard to the quality, security, legitimacy, integrity, or correctness of the Site and the Service, unless otherwise stated in these General Terms and Conditions.

### **Article 9. LIABILITY**

1. Holiday Sitters is not responsible and/or liable for the (proper) execution and /or completion of the Agreement. The Agreement is an agreement between the babysitter and the family, said Holiday Sitters is not involved as a party. Any questions and /or complaints by the babysitter and /or the family should be addressed to Holiday Sitters. Holiday Sitters will only assume a mediating role.
2. Holiday Sitters is in no way whatsoever responsible for or liable for any loss or damage that results from the (temporary) unavailability or inaccessibility of the Site and/or Service.
3. Holiday Sitters shall perform the Services on the basis of a best efforts obligation (and not a result obligation) to the best of its liability and as diligently acting professional.
4. The total liability of Holiday Sitters for direct damages as a consequence of defaults which can be attributed to Holiday Sitters regarding the correct, complete and timely advertisement is limited to the payment that you have made as a fee to Holiday Sitters.
5. Holiday Sitters only has a intermediary role and can therefore under no circumstances be held liable for material and/or immaterial damages that are attributable to the babysitter, regardless of its nature.

6. The family and the babysitters are responsible for insurance against civil liability and accidents.

#### **Article 10. INDEMNIFICATION**

The family indemnifies Holiday Sitters completely for any possible claims by itself and third parties that are the result of and/or connected to an Agreement that the family has entered into by using the Site. Holiday Sitters is under no obligation to participate in any proceedings following such a claim.

#### **Article 11. GOVERNING LAW**

These General Conditions are governed exclusively by Dutch law. Any and all disputes between a family and Holiday Sitters shall be submitted to the competent court in Amsterdam. The foregoing does not affect the authorization of Holiday Sitters to refer dispute to the competent court in the country or place establishment of the defendant.