

# On Demand Babysitting Service TERMS AND CONDITIONS OF SERVICE

## Process:

- Once your request reaches the Sitter team, we will give the team 24h to let us know if they have capacity to cover. If the request is for a time/day in the 24h after you have sent it, we will try to process it more quickly. Please note that processing times are 10.00-18.00 Monday to Thursday, and 10.00-15.00 on Fridays.
- As soon as a Sitter will accept your request, we will put you in touch with your Sitter per email. Please ensure
  you respond to their email and confirm with them as soon as possible. Please ensure you exchange all
  information you deem relevant in the context of the Covid19 pandemic.
- If more than one working day has passed and no Sitter has been found to accept your request, we will drop you a line to let you know and make our apologies.
- · Extra Arms cannot guarantee that we will fulfill every request.

### Your data:

- As soon as a Sitter accepts your request, we will put you in touch with your Sitter per email sharing with them all details you provided us with when you filled out the request form (including your address and phone number).
- If you work with one of our Sitters we will store your data on our GDPR compliant cloud for as long as required by regulations on archiving of our invoices. If you do not work with one of our Sitters because you canceled the request or no Sitter had capacity to cover your request, your email and all your data will be automatically deleted.
- If you wish Extra Arms to forget you please let us know by writing to us at <a href="mailto:info@extra-arms.com">info@extra-arms.com</a>. We will confirm receiving your request to forget you, and proceed to delete all your data from our records.

## Charges:

- Extra Arms charges a handling fee of 5 euros (plus VAT) for one session Babysittings, or 10% of the overall value of the babysitting (plus VAT) for Babysittings composed of more than one session.
- Our Sitters charge 18 euros per hour. They will consider requests for a minimum of three hours up to a
  maximum of three months within the Berlin city area. Some of our Sitters may need to charge VAT on top of
  the hourly rate.
- You will be expected to pay your Sitter for the full requested babysitting, even if you come home early, and compensate your Sitter for any delays in 15 minute increments (i.e if you were due to relieve your Sitter at 23.00 and you arrive at 23.10 you should pay an extra 15 minutes' worth of the hourly rate). You should strive to avoid delays and keep your Sitter posted should there be any.
- For Babysittings ending after 23.30 on weekdays, and after 1am on Fridays, Saturdays and Sundays the
  families will be required to provide the Sitter with the taxi fare home, or drive them home, provided the Sitter
  agrees.

## Cancellation:

- If the family cancels 12h prior to start time they will owe the Sitter 50% of the overall value of the request
- If the family cancels 24h to 12h before start time they will owe the Sitter 20% of the overall value of the request
- If the Sitter cancels Extra Arms will immediately start working on finding another Sitter with capacity. If a Sitter cancels a booking for reasons other than emergencies they will be suspended from the On Demand Service.

• Long Term Babysittings (covering a time span of over three weeks or involving more than five shifts) will require the signing of a freelance agreement with your Sitter, detailing provisions for cancellations.

### Illness:

• You should always inform your Sitter if you or your children are ill and/or contagious on the day of the shift. Your Sitter may choose not to go through with the booking in case if you or your children are ill.

## Working with a known Sitter:

- You are free to **repeat-request** a Sitter you already know. They may not always be available depending on their other commitments. Each new request must be made through Extra Arms. Please let us know in the request if you are open to other members of the team accepting the request if your preferred Sitter is unavailable.
- Once a family meets a Sitter via Extra Arms each time they wish to work with that Sitter they will have to send an **official request** through the agency, naming that Sitter as their preferred carer.
- If a Sitter and family have met through Extra Arms, and choose to work together without informing the agency, the agency will need to cease representing the Sitter, and will no longer be able to accept requests from the family, unless the agency is notified and the appropriate handling fees paid in full.

#### Ethos:

- · All our terms and conditions are decided through consensus reached by consulting with the Sitters.
- Extra Arms does not discriminate, and will not accept discrimination, based on gender, ethnicity, sexual orientation and religious affiliation. Expect Sitters to come in all colors, shapes, sizes and pronouns. All Sitters you'll meet have passed our vetting procedure and are deemed capable to the best of our knowledge.

## Special occasions:

If you need your Sitter to work on a "special" occasion, such as a public holiday, Christmas and New Year's Eve,
Halloween, St.Valentine's day, you may need to make an offer higher than the usual 18 euros per hour rate. Your
offer will be passed on to the Sitters and Extra Arms will mediate to ensure you reach an agreement that suits
both parties.

# Right of withdrawal

You may revoke your contractual declaration within 14 days without giving reasons by means of a clear declaration. The period begins after receipt of these instructions on a durable data medium. In order to comply with the revocation period, it is sufficient to send the revocation in good time if the declaration is made on a durable data medium (e.g. letter, fax, e-mail). The revocation is to be sent to: info@extra-arms.com or Giulia Baldisserri Benko Extra Arms Nanny Agency Rigaer Straße 29D 10247 Berlin Germany.

# Consequences of withdrawal

In the event of an effective revocation, the services received by both parties shall be returned. You are obliged to pay compensation for the value of the service provided up to the time of revocation if you were made aware of this legal consequence before submitting your contractual declaration and expressly agreed that we should commence with the performance of the service in return before the end of the revocation period. If there is an obligation to pay compensation for lost value, this may mean that you still have to fulfil the contractual payment obligations for the period until the revocation. Your right of withdrawal expires prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of withdrawal. Obligations to refund payments must be fulfilled within 30 days. For you, the period begins with the dispatch of your notice of cancellation, for us with its receipt.

Extra Arms requires carers to produce a Pediatric First Aid Certificate and to submit a clear criminal record disclosure in order to take part in this service. Extra Arms is not responsible for the actions of third parties.

You use the service at your own risk.