

## On Demand Babysitting Service TERMS AND CONDITIONS OF SERVICE



### Process:

- Service provided: we put our clients in touch with a Sitter who is willing and able to provide childcare for a minimum of three hours to a maximum of three months. Clients will be charged a handling fee by the agency and a Sitter charge by the Sitters. Both charges are detailed below and are part of this contract.
- We process requests Monday to Thursday from 10.00 to 17.00.
- 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.
- As soon as a Sitter communicates availability for your request, we will put you in touch with your Sitter per email. Please ensure you respond to their email and confirm with them within 24h of receiving the email or no later than five hours before start time (whichever happens first).
- 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.

### 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.
- The On Demand Babysitting's team is small because Extra Arms only wishes to work with childcare providers who are experienced very well known to the agency for this service. Our Sitters can provide high quality care for children from infancy.
- As minimum requirements, all Sitters you'll meet have provided minimum two referee contacts for work in childcare, their references were checked, they have produced a clear criminal record disclosure and pediatric first aid course no older than two years at on boarding, and as required after that. We gather feedback from families they work with throughout their time with us.

### Long and short requests:

- Long requests are those requests comprising 5 or more shifts and/or 30 hours or more and/or that are more than two weeks away from the date in which the request was first sent by the family.
- Short requests are those requests comprising up to 4 shifts and/or up to 29 hours and/or that are less than two weeks away from the date in which the request was first sent by the family.

### Agency handling fees and payment options:

- Extra Arms charges a handling fee of 5€ for one session Sittings, or 10% of the overall value of the babysitting for Sittings composed of more than one session plus VAT. Handling fees are due even in the event that the Sitting is canceled by the family, and whenever a service charge is due to the Sitter: they will be calculated either as 10% of the cancellation fee or at 5€ for one session Sittings.
- Our invoice will come per email, you will have the option to pay either per PayPal or bank transfer.

### Sitter charges and payment options:

- Our Sitters charge 20 euros per hour for hours that are NOT: Sundays and public holidays (half or full), St Valentines' Day and Midsummer (24.06), hours after 22.00 Monday to Friday or 23.00 Fridays and Saturdays.

- Our Sitters charge 25 euros per hour for Sundays and public holidays (half or full), St Valentines' Day and Midsummer (24.06), hours after 22.00 Monday to Friday or 23.00 Fridays and Saturdays.
- Overnights shifts are defined as continuous shifts that start latest at 22.00 and end earliest at 06.00. Our Sitters will charge between 20 and 25€ per hour depending on the specific circumstances of the Sitting. We will inform you of costs before we ask you to confirm an overnight request.
- Sitters will invoice the family for their hours directly. They will inform you regarding their preferences on payment methods. Currently none of our Sitters charge VAT.
- Clients will be expected to pay their Sitter for the full requested babysitting, even if they relieve the Sitter early.
- Should a family be delayed in relieving their Sitter at end of shift, your Sitter will allow 15 minutes as a buffer, then charge in 30' increments. Please ensure you inform your Sitter of any delays as soon as you are aware of them.
- For Sittings ending after 22.00 on weekdays, and after 23.00 on Fridays, Saturdays and Sundays families will be required to provide the Sitter with a taxi fare home, or drive them home, provided the Sitter agrees.
- Expect Sitters to include any transport costs incurred when caring for your children in their invoices, for example transport tickets bought to ride the S/Ubahn with your child.

### Claiming tax rebates for childcare expenses:

- Our Sitters can invoice you for their childcare services. This means you may be entitled to a tax rebate of up to [4000€ per year per child in childcare costs](#). Let us know if you require more information or consult your tax advisor.

### Is your family struggling?

- Extra Arms wishes to ensure the Sitters are compensated fairly. We also understand that families might be struggling. If your circumstances are such that you need our help but are unable to afford our rates, please let us know in an email at [sitters@extra-arms.com](mailto:sitters@extra-arms.com). We will be in touch to see if we can find a way to support you.

### Confirmation and cancellation:

- Your Sitting will be considered confirmed as soon as your reply to the introduction email and let the agency and/or your Sitter know that you wish to confirm the Sitting. Until that moment, the Sitter will not be able to consider the Sitting confirmed. **Please ensure you respond to the introduction email and confirm within 24h of receiving the email** or no later than five hours before start time (whichever happens first).
- You can cancel your Sitting by replying to the introduction email and letting us know you no longer require your Sitter's services, fully or partially. You must include [sitters@extra-arms.com](mailto:sitters@extra-arms.com) as recipients of the cancellation email, as well as your Sitters' email address.
- Long Requests: if you cancel within three days from having confirmed the Sitting, no cancellation fee will be applied. If you cancel with under 72h notice from start time you will owe your Sitter 100% of the total value of the canceled hours. If you cancel between those two time points, you will owe your Sitter 50% of the total value of the canceled hours.
- Short requests: if you cancel with under 48h notice from start time, you will owe your Sitter 100% of the total value of canceled hours. Otherwise, no cancellation fee will be applied.
- If the Sitter cancels during processing times, Extra Arms will immediately attempt to find another Sitter with capacity. If a Sitter cancels a booking for reasons other than emergencies they will be suspended from the On Demand Service.

### Child illness:

- Presence of symptoms of illness (reported or unreported) may mean that your Sitter cannot provide childcare. If the Sitting is lost due to child illness, you will be charged a cancellation fee of 50% of the total value of lost hours. You will then have three options: reschedule the Sitting with the same or another Sitter within one month from the date of the missed Sitting (or longer if by Sitter decision), receive a follow-up invoice for 100% of the total value of lost hours if a reschedule was not desired or possible, or a combination of these two options (perhaps in case of partial reschedule).

### Working with a known Sitter:

- If you wish to work again with a Sitter you have met via Extra Arms, you must send a request via the form and name them as your preferred Sitter. They will have right of first refusal on the request.
- If your preferred Sitter is not available, we will let you know whether another team member can cover.
- 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.

### Liability:

- Extra Arms is not responsible for the actions of third parties. You use the service at your own risk.

### How we treat your data and how to ask us to be forgotten:

- 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 wish Extra Arms to forget you please let us know by writing to us at [info@extra-arms.com](mailto:info@extra-arms.com). We will confirm receiving your request to forget you, and proceed to delete all your data from our records, exception made for those details that are required by regulations on archiving of our invoices.

### 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](mailto: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 fulfill 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.*