



GENERAL TERMS & CONDITIONS BV GLOBAL NANNIES

Precedence

1. These general terms and conditions are accepted by the client upon signing a brokerage and/or placement agreement.
2. These general terms and conditions at all times take precedence over the client's terms and conditions and unless clearly stipulated otherwise, the client waives their own general terms and conditions.

Scope of the assignment

3. GLOBAL NANNIES BV is a brokerage agency. GLOBAL NANNIES BV does not hire nannies and does not act as a temp agency.
4. The agreement entered into between GLOBAL NANNIES BV and the client is a brokerage agreement the purpose of which is an optimal placement of a nanny; the agreement does not entail an obligation of result.
5. The assignment of GLOBAL NANNIES BV exclusively consists in recruiting, screening and selecting a nanny and matching her / him with the client.
6. As soon as a suitable candidate nanny is found, GLOBAL NANNIES BV will take the necessary steps to organise a matching interview between the client and the nanny. If the candidate proposed by GLOBAL NANNIES BV does not meet the expectations, the client has the option to report this within a period of 8 days following the matching interview, and GLOBAL NANNIES BV will take the necessary steps to organise an interview with another candidate nanny.
7. The assignment of GLOBAL NANNIES BV will be terminated when a matching agreement between GLOBAL NANNIES BV, the client and the matched nanny is signed.
8. If after having signed the matching agreement, the nanny does not meet the expectations of the client (or the family, if different from the client) after all, one replacement is included in the brokerage fee (see article 5).

Invoicing and late payment

9. The invoices are payable at the registered office at the latest 14 days after the invoice date.
10. Any objection against an invoice must be raised by registered post at the latest eight calendar days following receipt of the invoice. If no objection is will be raised within this period of time, the invoice will be deemed to have been accepted.
11. a) In case of a client-consumer. Any debt by a consumer that remains unpaid after the expiry of the period referred to in article XIX.2, § 1 of the Belgian Code of Economic Law, will yield interests by operation of law at the reference interest rate plus eight percentage points as referred to in article 5, second paragraph, of the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, calculated from the expiry of the period referred to in Article XIX.2, § 1 of the Belgian Code of Economic Law until the date of full payment, as well as a fixed compensation calculated as follows:
 - 20.00 euro if the unpaid balance does not exceed 150.00 euro;
 - 30.00 euro increased by 10 % of the unpaid amount on the bracket between 150.01 and 500.00 euro if the unpaid balance exceeds 150.01 euro but is less than 500.00 euro;
 - 65.00 euro increased by 5 % of the unpaid amount on the bracket above 500.00 euro with a maximum of 2,000.00 euro if the unpaid balance exceeds 500.00 euro;

b) In case of a client-enterprise. If the client is an enterprise, and in the event of (partial) non-payment of the amount payable on the due date, the invoice amount will be increased, by operation of law and without a formal notice of default being required, by late payment interests at a rate of 12% per year, even if a period of grace is granted. In addition, the amount of the unpaid invoices will, by way of compensation, be increased by 10%, with a minimum of € 185.00, from the day following the due date of the invoices, also by operation of law and without a formal notice of default being required.

12. If GLOBAL NANNIES BV owes certain amounts to the consumer and in case of late payment on our part, the consumer is also entitled to the fixed compensation as determined above.

Liability

13. GLOBAL NANNIES BV is exclusively a brokerage agency. This means that GLOBAL NANNIES BV is not responsible for concluding employment contracts between the client and the matched nanny, nor for the lawfulness thereof, nor for the application for/issuance of any work permits and/or visa. Therefore, GLOBAL NANNIES BV can in no event be held liable for any irregularities in the employment contract and any resulting administrative and/or legal obligations (e.g. social security, taxes), nor for any irregularities, difficulties or delays in the issuance and/or the non-issuance of work permits and/or visa.

14. GLOBAL NANNIES BV explicitly rejects any responsibility or liability for acts, negligence, carelessness, misconduct, wrongful acts, poor judgement or inappropriate actions on the part of the nanny, whether intentional or unintentional, and whether occurring before, during or after the placement.

15. GLOBAL NANNIES BV cannot be held liable for damage to or loss or theft of property, nor for any injuries inflicted on persons, nor for any damage or accidents caused either directly or indirectly by the nanny.

Cancellation

16. If the client cancels the agreement concluded either before or during the performance of the assignment, they will, in accordance with the provisions of article 1794 of the Belgian Civil Code, always have the obligation to pay an irreducible compensation for the services already provided (canvassing, screening and selection), the amount of which is fixed at 600 euro exclusive of VAT. This clause does not concern a compensation for loss; the amount payable constitutes the consideration for exercising the right of termination and for the loss of profit.

17. The client (including all companies belonging to the same group, the parent company, any subsidiaries or affiliated companies, as referred to in the Belgian Code of Companies and Associations) undertakes not to recruit or hire the nanny either directly or indirectly without the prior written consent of GLOBAL NANNIES BV, during a period of 18 months after the first interview between the above-mentioned client and the above-mentioned nanny, organised by GLOBAL NANNIES BV. If the client (including all companies belonging to the same group, the parent company, any subsidiaries or affiliated companies, as referred to in the Belgian Code of Companies and Associations) does engage in an employment relationship (or any form of cooperation in the broadest sense, either directly or indirectly (through a third party or a temp agency) in any capacity) with the nanny for the same or a different position, the client shall pay GLOBAL NANNIES BV, by way of compensation for the loss incurred, an amount equalling 25% of the nanny's average gross annual salary, with a minimum of 5,000.00 euro. The parties agree that the fixed compensation for loss is based on the costs that the client would incur for canvassing, screening and selecting a nanny with the same qualifications, as well as on the loss incurred by GLOBAL NANNIES BV. The provisions of this article also apply to the candidate nannies introduced by GLOBAL NANNIES BV to the client before a matching agreement was signed between GLOBAL NANNIES BV, the client and the nanny.



Dissolution

18. GLOBAL NANNIES BV is entitled to dissolve the agreement on their own authority and without intervention of a court, after having issued a formal written notice of default, in the event of a breach of contract by the client, without prejudice to their right to compensation of the actual losses incurred.

19. GLOBAL NANNIES BV furthermore reserves the right to dissolve the agreement on their own authority in the event of death, legal incapacity, bankruptcy, collective debt settlement, cessation of payment, dissolution of the company or change in the company form of the client.

GDPR - Processing of personal data

20. As a result of your request for information or the agreement concluded between us, GLOBAL NANNIES BV may process your personal data. In this context GLOBAL NANNIES BV must be regarded as data controller within the meaning of article 4, 7) of the General Data Protection Regulation (GDPR). The processing of this personal data is necessary for the proper provision of our services and the data is processed by us for that purpose. These personal data will not be passed on to third parties, with the exception of any persons for whom it is necessary to have access to this personal data in order to perform our services correctly. In any case, we ensure that this processing is always carried out with the required confidentiality and appropriate security measures. You have several rights relating to the processing of your personal data. More information about the processing of the personal data and the manner in which you can exercise your rights can be found in our Privacy Policy on our website.

Applicable law and jurisdiction

21. This agreement is governed by Belgian law. The Enterprise Court of Gent, division Oostende (Belgium) and the courts of the legal district of West Flanders, division Brugge (Belgium) will have exclusive jurisdiction for any disputes relating to the conclusion, the validity, the interpretation and the implementation of these terms and conditions, as well as for any other dispute relating to or in connection with this agreement.