

Agreement on terms of business with Customers

The current version of the Agreement is available at: <https://www.englishnanny.org/>

English Nanny legally represented by **ENGLISH NANNY FZE LLC** renders services to Customers to assist in recruitment of employees.

This Agreement on terms of business with Customers is a public offer addressed to any capable individuals (hereinafter referred to as the **Customer**), and contains an official offer from **ENGLISH NANNY FZE LLC** (hereinafter referred to as the **Company**) to conclude an agreement for rendering of services to assist in recruitment of employees in accordance with a Task agreed with the Customer (hereinafter referred to as the **Agreement**), in accordance with the legislation of UAE.

The consent of the Customer on acceptance of conditions of the terms of this Agreement is expressed by evidenced by course of conduct in the form of sending an electronic message to the Company. Therefore the Customer should follow a link sent by the Company to email, phone number or messenger of the Customer. Such link should contain the current version of the Agreement and Customer data, and clicks the "Confirm" button with a mouse click or otherwise. Clicking the "Confirm" button should be deemed as acceptance and means that the Customer agrees to the terms and conditions of the Agreement.

The Company is not an agent and does not act as a legal intermediary in relation to conclusion of agreements between the Customer and employees.

If the Customer does not agree with the terms and conditions of Services of the Company under the Agreement, use of website of the Company and services should be immediately terminated as well as the Agreement.

1. Terms and definitions

- 1.1. Company** - **ENGLISH NANNY FZE LLC**, Address in the country of registration – **A-32-01-01-07, FLAMINGO VILLAS, AJMAN, UAE**
- 1.2. Website** – an internet resource available at <https://www.englishnanny.org>, which provides Users with access to functionality of receiving services of the Company.
- 1.3. The Customer** is a person who has applied to the Company for obtaining services to assist in recruitment of employees.
- 1.4. Employees** – a person who has applied to the Company for assistance in searching of a Customer for the provision of Employee Services, as well as in concluding an Agreement between the Customer and the employee. The employee is a direct person rendering services for the Customer. The Employees for the purposes of this Agreement include as follows: governesses, resident tutors, teachers, tutors, nannies, housekeepers, cooks, drivers, butlers, personal assistants and other employees.
- 1.5. User** – any capable individual over age of 18 who intends to use Website and Services of the Company as a Customer or Employee.
- 1.6. Verified User** — A User who has passed the verification procedure in accordance with the Agreement. Verified Users are Verified Customer and Verified Employee.

- 1.7. **Services of the Company is activity of the Company** on the Assignment of Verified Customers to assist in recruitment of employees for the provision of services of the Employee.
- 1.8. **The assignment** is an application of the customer agreed upon by the parties for filling the vacancy.
- 1.9. **The remuneration of the Company is a cost of services of the Company to assist in recruitment of employees** paid by the Customer in favor of the Company. The remuneration of the Company is determined in accordance with this Agreement and is stated in percentage of the Planned Remuneration of employees in a given period of work.
- 1.10. **Services of employees** is the activity of rendering services to the Customer in accordance with assignment of the Customer and the concluded Agreement between the Customer and the Employees.
- 1.11. **Remuneration of Employees** is the cost of rendering of Services of a governess, resident tutor, teacher, tutor, nanny, housekeeper, cook, driver, butler, personal assistant and other employees in accordance with the Assignment and Agreement of the Customer and Employees.
- 1.12. **The Agreement between the Customer and the Employee** is the Agreement concluded between the Verified Customer and the Verified Employee for the provision of Services of the Employee or the Employment Agreement.

2. Subject of the Agreement. General Provisions

- 2.1. The Company is obliged to, on assignment of the Customer, render services to assist in recruitment of employees, and the Customer is obliged to pay for these services in accordance with the terms and conditions of the Agreement.
- 2.2. Services of the Company include listing of Employees candidates in accordance with Assignment of the Customer, recruiting, nominating and coordinating specific candidates with the Customer, assisting in concluding an Agreement between the Customer and the Employees.
- 2.3. The assignment should contain a description of the requirements for the Employee candidate, required for rendering of Services by the Company, the amount of Remuneration for Employee, duration of rendering of Services by the Employee, other conditions for rendering of Services by the Employee, which are essential for the Customer.
- 2.4. The specific requirements for the Services rendered by the Company, terms and conditions of provision and amount of Remuneration to the Company are determined in the Task agreed upon by the Company and the Customer in the manner provided for by the Agreement. From the moment the Assignment is approved by the Customer and the Company, it becomes an integral part of the Agreement.
- 2.5. The Company has the right to contact the Customer with a request to clarify the terms and conditions of the Assignment. The Company also has the right to request from the Customer additional materials or information necessary to render Services of the Company provided for by the Assignment.
- 2.6. The services of the Company under the Agreement are considered rendered from the moment the Customer makes a decision to consent to the conclusion of an Agreement between the Customer and the Employee, while the Company is not directly a party to such an Agreement and does not bear any obligations in connection with execution of the Agreement.
- 2.7. The Company has the right at any time to refuse any Customer to receive services of the Company's in case of violation of terms and conditions of the Agreement.
- 2.8. Users may independently assess their proper use of the Site and receipt of Services of the Company, including from the point of view of the legislation of the country of which they are residents.
- 2.9. The User, by performing any actions to use the Web-Site and receive Services of the Company (browsing the Site pages, Verification, sending an Application with a contact phone number, calling contact numbers of the Company, listed on the Site, and others), confirms his full and unconditional agreement with terms and conditions of the Agreement

3. The cost of services of the Company, payment procedure and payment terms

- 3.1. Remuneration of the Company should be determined as a percentage of the amount of Remuneration of Personnel specified in the Agreement between the Customer and the Employees with respect to the type of the Assignment and its urgency, the duration of the provision of services by Personnel, as well as the category of Employee.
- 3.2. By agreement of the parties, the Company has the right to set extra discounts, the amount of which is indicated in the Assignment or sent to the Customer in the form of an electronic message, an electronic document or an image of a document.
- 3.3. The Company establishes the following procedure for determining the amount of remuneration of the Company for recruitment of Employees for the Customer:

3.4. Long-term rendering of Services by the Employees (for a period of 1 year or more):

- 3.4.1 For recruitment of a governess, tutor, teacher, resident tutor for a long time, the Company's Remuneration is 25% (twenty-five percent) of the annual Remuneration of the Staff.
- 3.4.2. For recruitment of of a nanny, housekeeper, cook, driver, butler, personal assistant and other employees for a long time, remuneration the Company should be 25% (twenty-five percent) of annual Remuneration of the Employee.
- 3.4.3. When concluding Recruitment Agreement for the long-term rendering of Services of Employees, the Company provides 3 (three) free replacements of Employees during the first 6 (six) months from the date of the first day of rendering of Services by the Employee by Agreement of the Customer and the Employee.

3.5. Short-term rendering of Services by the Employee (for a trial period, trial days or work of the Employee for a period of one week to six months):

- 3.5.1. For recruitment of any Employee for a short period of time, remuneration of the company should be 25% (twenty-five percent) of the planned Remuneration of Employee for the period specified in the Assignment for rendering of Services by Employee.
- 3.5.2. In case of short-term rendering of Services by the Employee, the Company could make 1 (one) free replacement of the Employee within the period of the paid Remuneration of the Company in case of termination of the Agreement between the Customer and the Employee on the initiative of the Employee and subject to payment by the Customer in full of the Remuneration of the Company for the selection of initial Employees.
- 3.5.3. If, during the short-term rendering of Personnel Services, termination of the Agreement between the Customer and the Employee occurred due to non-compliance by the Customer with terms, then the condition for free replacement of Employee does not apply.
- 3.5.4. By mutual agreement and with mandatory written notification of the Company, the Customer and the Employee could replace the short-term rendering of Services with long-term rendering of Services.

3.6. Rendering of Services by part-time Staff (teachers/tutors, classes several times a week for several hours and other cases of part-time employment):

- 3.6.1. For recruitment of part-time Employee, remuneration of the Company should be 25% (twenty-five percent) of the amount of Remuneration of Employee calculated in accordance with hours worked, based on the report maintained by the Company.
- 3.6.2. The remuneration of the Company for the recruitment of part-time employees should be paid monthly during the entire term of the agreement between the Customer and the Staff and is made by the Customer no later than the 10th (tenth) day of each calendar month in accordance with account of the Company.
- 3.7. In all other cases, payment for services of the Company should be made in accordance with invoice within 3 (three) calendar days from the date of its receipt by the Customer.
- 3.8. If, during the period of rendering Services by the Company, the Agreement between the Customer and the Employee was not concluded with the candidate for the Employee, but the Employee began rendering Services to the Customer within 36 (thirty-six) months from the date of the initial submission by the Company, the Customer is obliged to pay Remuneration to the Company for recruitment of a candidate for the relevant Personnel Service in the manner and on time, provided for by this Agreement and the Assignment.

4. Verification of the Customer

- 4.1. In order to receive the Company's Services, the Customer is obliged to go through the registration and verification procedure with assistance of employees of the Company. Unverified Customers cannot receive Services of the Company.
- 4.2. To register, employees of the Company receive the following data from the Customer: surname, first name, patronymic; email address; contact phone number.
- 4.3. After registration, the Customer should get access to services of the Company and goes through the verification procedure, which includes confirmation of the above-mentioned data.
- 4.4. Confirmation of the data submitted by the Customer should be provided by the Company as follows:
- 4.4.1. By sending an electronic letter to e-mail of the Customer with a link to the confirmation of the e-mail address. Click of the Customer on the link from electronic letter sent by the Company to the e-mail confirms the authenticity of such an e-mail address of the Customer.
- 4.4.2. By making a call by the Company or sending an SMS, message with a confirmation code to phone number of the Customer. The Customer confirms the phone number by entering the received confirmation code in a special line on the Website.
- 4.4.3. By checking the information received from the Customer in public services.
- 4.4.4. In other ways that are necessary to eliminate doubts on the reliability of the data provided by the Customer.
- 4.5. The status of the Verified Customer should be provided by the Company after receiving the requested information from the User and verifying their compliance with reality.

- 4.6. The Company has the right to refuse verification of the Customer or to remove the verified status of the Customer if there is a fact of submitting of deliberately misleading or false information.
- 4.7. Customers who have passed the verification procedure should get access to Services of the Company and additional sections and functions of the Site, which may include the following:
 - 4.7.1. The ability to post vacancies on the Website with the participation of manager of the Company.
 - 4.7.2. Access to the curriculum vitae and contact details of the Employee, which is provided by the Company only after selecting a specific Employee from the list provided by the Company.
 - 4.7.3. Other Website functionality required the Customer to receive Services of the Company.

5. Approval of the Assignment of the Customer

- 5.1. After the Customer obtains the Verified User status, the Company should contact the Customer and fills in a Task template with his words, in which it specifies a description of the requirements for the candidate for Employee, the period of rendering of services by personnel, other terms and conditions for rendering the services by the Employee, which are essential for the Customer.
- 5.2. After completion of the Assignment, the Company should check it for the possibility of rendering appropriate services, supplements it with the necessary mandatory requirements, and also indicates the amount of remuneration for the Employee and the Company.
- 5.3. After completion of the Assignment with the necessary information and if it is possible to render Services, the Company sends the final version of the Assignment to the Customer for approval by e-mail, phone number or messenger.
- 5.4. Within 3 (three) calendar days from the date of receipt by the Customer of the final version of the Assignment, the Customer is obliged to agree on the Assignment or submit his/her written proposals for changing the requirements for the Assignment.
- 5.5. Upon receipt of proposals from the Customer to change requirements for the final version of the Assignment, the Company should check it for the possibility to render Services to the Company on appropriate terms and conditions and sends the modified final version of the Assignment to the Customer, or notifies the Customer of the inability to provide Services to the Company and terminates this Agreement.
- 5.6. The Customer agrees with the final version of the Assignment by acceptance by performing definitive actions in the form of sending an electronic message to the Company. Therefore, the Customer should follow a link sent by the Company to email, phone number or messenger of the Customer. Such link should contain the current version of the Agreement and Customer data, and clicks the "Confirm" button with a mouse click or otherwise. Clicking the "Confirm" button should be deemed as acceptance and means that the Customer agrees to the terms and conditions of the Agreement.
- 5.7. The Company should start rendering Services to the Customer in accordance with the Assignment from the date of receipt of information from the Customer on approval of the final version of the Assignment.

6. The procedure for rendering of Services by the Company

- 6.1. The Company should render Services to the Customer in two stages:
- 6.2. The first stage is when the Company places an Assignment of the Customer in an impersonal form and, as suitable candidates for Staff are selected, sends their resumes for consideration.
 - 6.2.1 At the end of the first stage, the Company submits to the Customer in written form a list of candidates among Employees in the form of curriculum vitae for each candidate, including professional and biographical data.
 - 6.2.2. The Customer, within 3 (three) calendar days from the date of receipt of the list of candidates among Employees, is obliged to coordinate it, or send written objections to the Company on the submitted list. Upon expiration of the specified period and in the absence of written objections from the Customer, the list of candidates among Employees should be considered agreed, and Services of the Company for the first stage are rendered, and the Company begins to provide the second stage of Services.
 - 6.2.3. Upon receipt of objections from the Customer on the list of candidates among Employees, the Company should replace unsuitable candidates among employees and agrees on a new list in accordance with paragraphs 6.2.1 – 6.2.3 of the Agreement, or agrees with the Customer to change the Assignment.
 - 6.2.4. A candidate for Employee should be considered submitted to the Customer if his curriculum vitae has been submitted to the Customer in written form.
- 6.3. The second stage should be when the Company renders services for the Customer for recruitment of Personnel from among the previously submitted candidates.
 - 6.3.1. The Customer should independently or jointly with the Company conducts an interview with the candidate for Employee (face-to-face / telephone interview / Skype interview or otherwise) to assess his/her competence and compliance with the requirements of the Assignment.
 - 6.3.2. Not later than 2 (two) calendar days from the date of each interview, the Customer should notify the Company in written form of his consent or refusal to conclude an Agreement with the candidate between the Customer and the Employee.
 - 6.3.3. Services of the Company on the Assignment should be considered rendered from the moment the Customer makes a decision to consent to the conclusion of an Agreement between the Customer and the Employee.
- 6.4. The Customer does not have the right, without the consent of the Company, to take the contact details of candidates for the Employee before the completion of rendering of Services by the Company and transfer to third parties the information on candidate provided by the Company.
- 6.5. The Customer should agree that the Company is nothing more than an intermediary who helps the Employee to establish communication with Customers, and does not act as an agent for the Customer or Employee.
- 6.6. The Customer agrees not to hold the Company liable in connection with any costs, harm or damage caused by the actions or omissions of the Employee.

7. Acceptance procedure of services of the Company

- 7.1. Within 3 (three) calendar days from the date of decision of the Customer to conclude an Agreement between the Customer and the Employee or from the date the Company receives information on conclusion of such an Agreement, the Company should send the Customer an invoice for services. The invoice indicates the Personnel who started providing services to the Customer and other essential conditions.
- 7.2. Unless another remuneration payment period is agreed upon by the parties, the Customer, within 3 (three) calendar days from the date of receipt of the invoice from the Company should pay a remuneration to the Company and accepts services of the Company, or sends written objections to the Company.

- 7.3. Upon receipt of written objections, the Company should conduct consultations with the Customer on the elimination of disagreements. In case of failure to reach an agreement between the Company and the Customer within 30 (thirty) calendar days from the date of receipt of objections of the Company, the Agreement is subject to termination with payment of Remuneration to the Company for the Services actually rendered to the Company.
- 7.4. In any case, the Services of the Company in accordance with the assignment are considered to be rendered in full and accepted by the Customer from the moment of expressing consent to the conclusion of an Agreement between the Customer and the Staff upon the occurrence of one of the following circumstances:
 - 7.4.1. The Customer paid Remuneration to the Company based on the invoice.
 - 7.4.2. Within 3 (three) calendar days from the date of receipt of the invoice, the Customer has not sent written objections to the Company.
 - 7.4.3. The Company received information from the Staff about the conclusion of an Agreement between the Customer and the Staff as a result of the provision of Services to the Company.

8. Exchange of legal communication

- 8.1. Any messages, notices, notices, amendments and additions to the Agreement should be valid only if it is made in written form and in accordance with the terms and conditions of the Agreement.
- 8.2. By written form, the parties understood and agreed the interaction of the parties using electronic or other technical means that make it possible to reproduce the contents of the transaction unchanged on a tangible medium and identify the sender and the date of dispatch, including the exchange of electronic messages, as well as electronic documents and images of documents (scans) using electronic means of communication, in particular, by electronic mail, phone numbers or messengers (WhatsApp, Telegram).
- 8.3. The requirement to have a signature is considered fulfilled if any method is used to reliably identify the person who expressed the will. Such methods include exchange of communication, from which the will of the party to sign is evident, to agreed e-mail addresses, phone numbers or via messengers.
- 8.4. Email addresses, phone numbers and other Customer data for interaction are specified in the Assignment.
- 8.5. Email addresses, phone numbers and other Company data for interaction are specified in the details of the Agreement and on the website of the Company.
- 8.6. The Parties have agreed that sending messages by methods specified in this Agreement from e-mail addresses, telephone numbers, and messenger addresses specified in the Agreement and the Assignment allows us to reliably establish that the message or other notification comes from the relevant party under the Agreement.
- 8.7. If a person not authorized by the relevant Party has gained access to the email addresses, telephone numbers, and messenger addresses of the parties to the Agreement, the relevant Party must immediately notify the other Party.

9. Liability and responsibility of the parties

- 9.1. In case of non-fulfillment or improper fulfillment of obligations under the Agreement, the Parties should bear responsibility in accordance with the current legislation of the UAE
- 9.2. If the Company has not been notified of the fact of the conclusion of an Agreement between the Customer and the Employee and service of the Company for Recruitment of employees has not been paid by the Customer within the time limits provided for in this Agreement, the Customer is obliged to pay remuneration to the Company and a fine of 50% (fifty percent) of the Company's full Remuneration.

10. Amendment and termination of the Agreement

- 10.1. The Agreement may be amended by agreement of the Parties, as well as in cases provided for by the legislation of UAE and this Agreement.
- 10.2. The Agreement should be governed and construed in accordance with the laws of the UAE, unless otherwise provided by the Agreement.

11. Final provisions

- 11.1. The Customer and the Employees should discretionary pay all necessary due and payable taxes, fees and contributions in connection with the Agreement between the Customer and the Employee, and discretionary bear corresponding risks and liability in case of default of payment.
- 11.2. We may change these terms and conditions of the Agreement as frequently as circumstances dictate.
- 11.3. The amended version of terms and conditions of the Agreement should become effective from the date of its publication on the Website.
- 11.4. The Customer is obliged to take reasonable measures to monitor changes in the terms and conditions of service, as well as to agree to the amended terms of the Agreement.
- 11.5. In case of absence of consent the Customer to the amended terms of the Agreement, the Company has the right to terminate the Agreement with the Customer and refuse to render services.
- 11.6. The Company should render Services to Customers in accordance with the version of the Agreement, which is effective at the time of receipt of acceptance of the Customer.
- 11.7. This Agreement should become effective from the date the Company receives the Acceptance of the Customer and should be valid for the period specified in the Assignment, and in terms of obligations of the Company to provide a replacement – until the time determined in accordance with the Agreement. In the absence of a deadline of the Assignment, period for rendering of Services by the Company should be 1 (one) year.

12. Company Information

ENGLISH NANNY FZE LLC

**Address in the country of registration – A-32-01-01-07, FLAMINGO VILLAS,
AJMAN, UAE**

Bank name – EMIRATES ISLAMIC BANK DUBAI

Customer Number(CIF) 84449738

Home Branch 3156 - El DUBAI SOUQ

e-mail: info@englishnanny.org