



## **PRIVACY POLICY & WEBSITE TERMS**

### **1. BONJOUR NANNY INTERNATIONAL - PRIVACY POLICY**

Effective date 25 May 2018

#### **Introduction**

Bonjour Nanny International takes your privacy seriously and is committed to protecting your personal data. We appreciate how important your privacy is and recognise that we are being trusted with protecting it.

#### **Purpose**

This Privacy Policy governs the manner in which Bonjour Nanny International collects, uses, share, maintains and discloses information collected from users of our websites and mobile application(s) (collectively, “Sites”). This privacy policy applies to the Sites and all products and services offered by Bonjour Nanny International. We are required to notify you of this information, under data protection legislation. Please ensure that you read this notice (sometimes referred to as a “privacy notice”) and any other similar notice we may provide to you from time to time when we collect or process personal information about you.

#### **Who collects the information**

Bonjour Nanny Agency Ltd is the data controller and is responsible for your personal data (also referred to as “Company”, “we”, “us” or “our” in this privacy notice).

#### **Data protection principles**

Bonjour Nanny International will comply with the following data protection principles when processing personal information:

we will process personal information lawfully, fairly and in a transparent manner;



we will collect personal information for specified, explicit and legitimate purposes only, and will not process it in a way that is incompatible with those legitimate purposes;

we will only process the personal information that is adequate, relevant and necessary for the relevant purposes;

we will keep accurate and up to date personal information, and take reasonable steps to ensure that inaccurate personal information is deleted or corrected without delay;

we will keep personal information in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the information is processed;

and we will take appropriate technical and organisational measures to ensure that personal information is kept secure and protected against unauthorised or unlawful processing, and against accidental loss, destruction or damage.

### **About the information, we collect and hold**

The table set out in Part A of the Schedule below summarises the information we collect and hold about candidates, how and why we do so, how we use it and with whom it may be shared.

The table in Part B of the Schedule below summarises the additional information we collect and hold about clients, how and why we do so, how we use it and with whom it may be shared.

We seek to ensure that our information collection and processing is always proportionate.

We will notify you of any changes to information we collect or to the purposes for which we collect and process it.

### **How long do we keep your information**

Bonjour Nanny International will maintain records of both Clients and Candidates for 10 years.

The Company must maintain records of Clients for the purposes of providing and informing you of services relating to the employment of domestic staff. Should the



Client request their information be removed from any Company databases they must do so via email request to the Managing Director Matarfi Assya and they will be notified that all services and correspondence will be ceased. Should they wish to register for services again they will be required to complete registration documents again, thereby providing personal data to ensure the Company is able to efficiently service their needs.

The Company must maintain records of Candidates for the purpose of assisting the Candidate in their job search. Should the Candidate request their information is deleted from Company databases they must do so via email request to the Managing Director Matarfi Assya and they will be notified that all services and correspondence will be ceased. Should they wish to register for services again they will be required to complete registration documents again, thereby providing personal data to ensure the Company is able to efficiently service their needs.

### **Monitoring and Recording communication**

We may monitor and record communications with you (such as telephone conversations and emails) for the purpose of quality assurance, training, and compliance.

### **IP addresses**

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

### **Cookies**

Our Sites use cookies to store information on your computer. Cookies are small text files located in browser directories. Some of these cookies are essential to make our Sites work and others help us to improve by giving us some insight into how our Sites are being used. By using our Sites, you agree to allow cookies to be used. Cookies do not contain any information that personally identifies you, but personal information that we store about you may be linked, by us, to the information stored in and obtained from cookies. We may use the information we obtain from your use of our cookies for the following purposes:  
to recognise your computer when you visit our Sites;



to track you as you navigate our Sites, and to enable the use of the some of the features on our Sites;  
to improve the Sites' usability;  
to analyse the use of our Sites;  
and in the administration of our Sites.

When you use our Sites, you may also be sent third party cookies. We use Google Analytics to analyse the use of our Sites. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our Sites is used to create reports about the use of our Sites. Google will store this

information. Google's Privacy Policy is available at [Google Privacy Policy](#)

All information you provide to us is stored on our secure servers. Unfortunately, the transmission of information via the internet is not completely secure.

Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to Our Sites; any transmission is at your own risk.

Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### **Google Adsense**

Some of the ads may be served by Google. Google's use of the DART cookie enables it to serve ads to Users based on their visit to our Sites and other sites on the Internet. DART uses "non- personally identifiable information" and does NOT track personal information about you, such as your name, email address, physical address, etc. You may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy at [http://www.google.com/privacy\\_ads.html](http://www.google.com/privacy_ads.html)

### **Advertising**

Ads appearing on our Sites may be delivered to Users by advertising partners, who may set cookies. These cookies allow the ad server to recognise your computer each time they send you an online advertisement to compile non-personal identification information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This privacy policy does not cover the use of cookies by any advertisers.



### **Third party websites**

Users may find advertising or other content on our Sites that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Sites. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies

### **How will we use the information about you**

We collect information about you so that we can:

- identify you and manage any accounts you hold with us;
- process your application;
- conduct research, statistical analysis and behavioural analysis;
- carry out customer profiling and analyse your preferences;
- if you agree, let you know about other products or services that may be of interest to you—see 'Marketing' section below;
- if you agree, let you know about new vacancies that may be of interest to you—see 'Job alerts' section below;
- detect and prevent fraud;
- customise our Sites and its content to your particular preferences;
- notify you of any changes to our Sites or to our services that may affect you;
- carry out security vetting; and improve our services;

### **Marketing**

We would like to send you information by post, email, telephone, text message (SMS) or automated call about our services which may be of interest to you. We will only ask whether you would like us and other businesses to send you marketing messages when you tick the relevant boxes when you complete our online enquiry form for the first time.

If you have consented to such receive marketing from us and our group companies you can opt out at any time.



### **Job alerts**

We may use your personal data to send you automated job alerts with information about roles that may be of interest to you if you have asked us to do so.

You have the right to unsubscribe to automated job alerts at any time, by clicking on the link which appears in the email footers of marketing.

### **Your rights to correct and access your information and to ask for it to be erased**

Please contact [info@bonjournanny.com](mailto:info@bonjournanny.com) if (in accordance with applicable law) you would like to correct or request access to information that we hold relating to you or if you have any questions about this notice. You also have the right to ask us for some but not all of the information we hold and process to be erased (the 'right to be forgotten') in certain circumstances. We will provide you with further information about the right to be forgotten if you ask for it.

### **Keeping your personal information secure**

We have appropriate security measures in place to prevent personal information from being accidentally lost, or used or accessed in an unauthorised way. We limit access to your personal information to those who have a genuine business need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

### **How to complain**

We hope that we can resolve any query or concern you raise about our use of your information. If not, contact the Information Commissioner at <https://ico.org.uk/> concerns or telephone: 0303 123 1113 for further information about your rights and how to make a formal complaint.



## **ABOUT THE INFORMATIONS WE COLLECT AND HOLD**

### **A- DATA COLLECTED ON CANDIDATES**

The information we collect: your name and contact details (ie address, home and mobile phone numbers, email address)

How we collect your information	Why we collect your information	How we use and may share your information
From you	Legitimate interest to progress your application, arrange interviews and inform you of the outcomes at all stages	HR managers and anyone making a recruitment decision to contact you to progress your application, arrange interviews and inform you of the outcome



The information we collect: details of your qualifications, experience, employment history

How we collect your information	Why we collect your information	How we use and may share your information
<p>From you, your completed application form, interview notes, phone and by email</p>	<p>Legitimate interest to carry out a fair assessment and recruitment process, to make an informed decision and to match you to vacancies that you have expressed an interest in and others which we would have matched you with</p>	<p>To make an informed recruitment decision and to assess your suitability for positions that you are interested in and those that we feel would suit your experience</p>





The information we collect: your nationality, immigration status, NI number, passport and any other document used for identification purposes

How do we collect your information	Why do we collect your information	How do we use and share your information
From you and if necessary from the Home Office	<p>Legitimate interest: to ensure right to work in the UK, to support clients with generating employment contracts</p> <p>Legitimate interest: to meet our own obligations in complying with HMRC requirements</p>	To carry out right to work checks and to enable us to share records with HMRC if and when required by HMRC



The information we collect: details of tests and assessments undertaken on courses such as Paediatric First Aid and Safeguarding

How do we collect your information	Why do we collect your information	How do we use and share your information
<p>From you during the interview process and on your application form</p>	<p>Legitimate interest: to ensure that you hold the requisite qualifications for certain vacancies that may be available</p> <p>Legitimate interest: To be able to assist you in proving you have passed such assessments should an employer request.</p> <p>Legitimate interest: The FAIB and OCN require we do this.</p>	<p>To make an informed decision in order to assess your suitability for positions</p>



The information we collect: job preference and salary expectations

How do we collect your information	Why do we collect your information	How do we use and share your information
From you	Legitimate interest: to ensure that we contact you only in relation to positions which may be of interest to you	To make an informed decision as to whether to notify you of a position that may be available

The information we collect: your racial or ethnic origin, sex and sexual orientation, religious or similar beliefs

How do we collect your information	Why do we collect your information	How do we use and share your information
From you, in a completed anonymised equal opportunities monitoring form	To comply with our legal obligations and for reasons of substantial public interest (equality of opportunity or treatment)	To comply with our equal opportunities monitoring obligations and to follow our equality and other policies



The information we collect: information regarding your criminal record i.e. DBS or Overseas Criminal Record Checks

How do we collect your information	Why do we collect your information	How do we use and share your information
<p>From you, via your application form or via phone, email</p>	<p>Legitimate interest and legal obligation, to ensure we are aware of any reason why you cannot work in regulated activity with vulnerable adults and children, to prevent or detect any unlawful acts, suspicion in a regulated sectors and to protect prospect employers from any unregulated activity</p>	<p>To make an informed recruitment decision, to carry our statutory checks and to keep the DBS and other similar authorities up to date on any concerning matters that arise</p>



The information we collect: details of your referees

How do we collect your information	Why do we collect your information	How do we use and share your information
<p>From you and from your previous employers via your application form or via phone, email</p>	<p>Legitimate interest: to carry out a fair recruitment process            In the regulated sector, to comply with our legal obligations to obtain regulatory references</p>	<p>To carry out a fair recruitment process            To make an informed decision as to whether you are suitable for a position            To comply with legal/regulatory obligations            Your references are shared with prospect employers, HR managers and anyone making a recruitment decision</p>



## B- DATA COLLECTED ON CLIENTS/ CONTACTS

The information we collect: your name, title and contact details ( i.e. address, contact telephone numbers and email address)

How do we collect your information	Why do we collect your information	How do we use and share your information
From you	Legitimate interest: to arrange interviews with candidates who may be suitable for a position with you	To enable us to contact you to arrange interviews with candidates and notify you of any candidates that may be suitable for a position with you

The information we collect: description of the services you require and salary you offer

How do we collect your information	Why do we collect your information	How do we use and share your information
From you	Legitimate interest: to enable us to match candidates that may be suitable and are able to provide the services required	To enable us to match you with suitable candidates and arrange interviews



The information we collect: information about your family, children and interests

How do we collect your information	Why do we collect your information	How do we use and share your information
From you	<b>Legitimate interest: to enable us to match candidates that may be suitable and are able to provide the services required</b>	<b>To enable us to match you with suitable candidates and arrange interviews</b>

Information we collect: languages spoken at home

How do we collect your information	Why do we collect your information	How do we use and share your information
From you	Legitimate interest: to enable us to match you with candidates who have the same language speaking abilities and who would be suitable for a position with you	To allow us to only match you with and introduce you to candidates who speak a certain language to meet your own requirements



## Invoices

How do we collect your information	Why do we collect your information	How do we use and share your information
From us to you	Legitimate interest: in order to meet our own obligations to HMRC and other regulatory bodies	To enable us to comply with any record or audit requests from HMRC and other regulatory bodies

## 2. BONJOUR NANNY INTERNATIONAL - TERMS OF WEBSITE USE

This page, together with the documents referred to on it, tells you the terms of use on which you may make use of our website [www.bonjournannyinternational.com](http://www.bonjournannyinternational.com) (“Our Site”), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using Our Site, you indicate that you accept these terms of use and that you agree to abide by them.

### Information about us

[www.frenchnannies.com](http://www.frenchnannies.com) , [www.frenchnanny.fr](http://www.frenchnanny.fr) and [www.frenchnanny.co.uk](http://www.frenchnanny.co.uk) are sites operated by Bonjour Nanny Agency Ltd whose registered office is at 90 Brixton Hill, London, SW2 1QN, England, United Kingdom.

### Limited warranties

We do not warrant the completeness or accuracy of the information published on Our Site; nor do we commit to ensuring that Our Site remains available or that the material on the Our Site is kept up to date. To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to Our Site and the use of Our Site. We aim to update Our Site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely.





### **Our liability**

The material displayed on Our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us hereby expressly exclude: all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with Our Site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for loss or damage of any kind, however arising and whether caused by tort, including negligence, breach of contract or otherwise, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

### **Viruses, hacking and other offences**

You must not misuse Our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain un-authorized access to our site, the server on which Our Site is stored or any server, computer or database connected to our site. You must not attack Our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our Site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Our Site or to your downloading of any material posted on it or on any website linked to it.



### **Breaches of these terms of use**

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing Our Site, blocking computers using your IP address from accessing Our Site, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

### **Exclusion of third party rights**

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

### **Prohibited uses**

You may use Our Site only for lawful purposes. You may not use Our Site in any way that breaches any applicable local, national or international law or regulation, in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect, for the purpose of harming or attempting to harm minors in any way, to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards, to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.



You also agree not to reproduce, duplicate, copy or re-sell any part of Our Site in contravention of the provisions of our terms of website use and not to access without authority, interfere with, damage or disrupt: any part of Our Site, any equipment or network on which Our Site is stored, any software used in the provision of Our Site or any equipment or network or software owned or used by any third party. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of Our Site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

**Jurisdiction and applicable law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to Our Site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.