



GENERAL TERMS AND CONDITIONS OF SERVICES OF QUIERO UNA TATA

I. Purpose

This contract aims to regulate the terms and conditions of the services offered by QUIERO UNA TATA, S.L., a company legally existing and duly incorporated under the laws of Spain, with its registered office at C/ Guatemala 12, 3B (Madrid, Spain), tax identification number B72576242, and registered in the Madrid Commercial Registry, volume 44000, folio 180, entry 1 of sheet M-776187 (hereinafter referred to as QUIERO UNA TATA).

These terms shall apply to anyone requesting to hire the domestic service pre-selection service provided by QUIERO UNA TATA (hereinafter referred to as the CLIENT or, in plural, the CLIENTS).

Before formalizing the pre-selection process through QUIERO UNA TATA, the CLIENT states and declares that they comply with their legal obligations and possess the legal capacity necessary to contract services.

By requesting the services of QUIERO UNA TATA through any of the available communication channels (telephone, WhatsApp, website, or email), the CLIENT acknowledges having read and understood these General Terms and Conditions, which they expressly and fully accept.

II. Services of QUIERO UNA TATA

QUIERO UNA TATA acts as an intermediary, connecting the **CLIENT** with **DOMESTIC SERVICE**, specifically by pre-selecting candidates actively seeking employment who wish to offer their services to the **CLIENT** (hereinafter referred to as **DOMESTIC SERVICE**, the **TATA**, or in plural, the **TATAS**).

The **CLIENT** will choose from the **Curriculum Vitae** (hereinafter, **CVs**) provided by **QUIERO UNA TATA** the **DOMESTIC SERVICE** candidates they wish to interview. After conducting the interviews, the **CLIENT** will then select the **DOMESTIC SERVICE** provider that best fits their needs and will negotiate directly with them regarding the applicable employment terms, including the type of contract according to the service required, trial period, salary, benefits, working hours, vacation, and additional payments, among others.

The employment contract between the **CLIENT** and the **DOMESTIC SERVICE** provider will be negotiated, formalized, and completed entirely independently of **QUIERO UNA TATA**. The company's role will conclude once the CVs have been sent and the interviews arranged for the **TATAS** that meet the **CLIENT**'s requested service. **QUIERO UNA TATA** holds no direct or indirect responsibility regarding the hiring or non-hiring of the **DOMESTIC SERVICE** candidates whose **CVs** were provided, nor any liability concerning the contractual relationship between the **TATA** and the **CLIENT**.

III. Job Offers



The **CLIENT** shall inform **QUIERO UNA TATA** of the profile of the **DOMESTIC SERVICE** provider they need to hire according to their specific requirements, as well as the basic employment conditions (working hours, work location, family members, tasks, vacation, salary, and any other relevant conditions the **CLIENT** wishes to establish) to be formalized with the **DOMESTIC SERVICE** provider (hereinafter, the **JOB OFFER**). **QUIERO UNA TATA** will then communicate the **JOB OFFER** to potential **DOMESTIC SERVICE** candidates.

The **DOMESTIC SERVICE** candidates will confirm their interest and availability to apply for the **JOB OFFER**. With their prior consent, **QUIERO UNA TATA** will pre-select the most suitable profiles and send their **CVs** to the **CLIENT**, who will then conduct interviews with the pre-selected **TATAS** of their choice. The process will conclude when the **CLIENT** selects and hires one of them.

3.1. JOB OFFER and Selection of DOMESTIC SERVICE upon CLIENT's Request

The **CLIENT's JOB OFFER** will be communicated to the **DOMESTIC SERVICE** candidates by **QUIERO UNA TATA**, whose role is strictly limited to the pre-selection of potential **TATAS**. The final selection of one or more pre-selected **TATAS** is entirely at the discretion of the **CLIENT**.

Consequently, the **CLIENT** acknowledges and understands that **QUIERO UNA TATA** has no responsibility or control over the hiring process conducted between the **CLIENT** and the **DOMESTIC SERVICE** provider.

IV. Trial Period

Once the **DOMESTIC SERVICE** provider has been selected and hired, the **CLIENT** will have a trial period of **six (6) months** (hereinafter, the **TRIAL PERIOD**) with the option to make up to **two (2) replacements** of the **TATA** within this period at no additional cost.

In the case of temporary replacements, there will be **no TRIAL PERIOD**.

Profiles and Types of Domestic Workers the CLIENT Can Hire

QUIERO UNA TATA offers its pre-selection services for various types of domestic service providers, including but not limited to:

4.1. Live-in Tatas

Live-in Tatas are domestic workers who reside with the **CLIENT** and their family. They are responsible for performing primary household chores (daily cleaning, cooking, ironing, laundry, etc.), and, depending on each family's needs, they may also provide child or elderly care.

4.2. Live-out Tatas

Live-out Tatas are domestic workers who return to their own homes after completing their workday. They typically handle primary household tasks (daily cleaning, cooking, ironing, laundry, etc.) and, if needed, may also take care of children or elderly family members.

The work schedule is freely agreed upon with the **CLIENT**, and the salary is proportional to the hours worked.

4.3. Hourly Tatas



These are **domestic workers** who are paid per hour worked and do not receive the usual benefits granted to permanent staff (e.g., paid vacation).

4.4. Substitute Tatas

These **domestic workers** temporarily replace **Live-in, Live-out, or Hourly Tatas** who are on vacation, medical leave, or maternity leave.

QUIERO UNA TATA will not, under any circumstances, intervene or mediate in the terms and conditions of employment between the **DOMESTIC SERVICE** provider and the **CLIENT**.

V. Obligations and Disclaimer of Liability

5.1. Obligations of the CLIENT

The **CLIENT** has various obligations, which will be determined and agreed upon according to the family's needs. These obligations include:

- Complying with the **JOB OFFER** as initially proposed.
- Negotiating, agreeing upon, and, in the absence of any specific agreement, complying with the contractual conditions applicable to the employment relationship with the **TATA**, as required by law (including the type of contract according to the service provided, salary, benefits, working hours, vacation, trial period, extra payments, and Social Security contributions, among others).
- Paying for the service provided by **QUIERO UNA TATA** once the **DOMESTIC SERVICE** provider has been selected.
- Conducting fair and ethical employment practices with the **DOMESTIC SERVICE** provider, acting in good faith and as a responsible employer, limiting the work to the agreed-upon domestic services, and adhering to applicable labor laws.
- Verifying the legal status of the selected **DOMESTIC SERVICE** provider.

Regarding **Data Protection**, the **CLIENT** must:

- Process any personal data obtained in accordance with **QUIERO UNA TATA's Privacy Policy**, its provided instructions, and current data protection regulations.
- Protect personal data accessed, ensuring its confidentiality and preventing unauthorized third parties from accessing it.

5.2. Obligations of the DOMESTIC SERVICE Provider



The **DOMESTIC SERVICE** provider also has various obligations, which will be determined and agreed upon based on the needs of the family. These include:

- Providing truthful and verifiable information regarding their professional experience.
- Delivering high-quality services with professionalism and ethics.
- Being punctual and respecting the **CLIENT's** internal rules and household policies.
- Refraining from offering or selling direct or indirect services that were not contracted by the **CLIENT**.
- The **TATAS** are solely responsible for any false or inaccurate statements they make and for any damages such statements may cause to **QUIERO UNA TATA** and the **CLIENT**.

VI. Fees for QUIERO UNA TATA's Service to the CLIENT

The fees charged by **QUIERO UNA TATA** for the pre-selection of **DOMESTIC SERVICE** providers, which the **CLIENT** must pay once they have selected a **TATA**, will depend on the type of **TATA** chosen. The fees are as follows:

Standard Fees:

- **Live-in TATA: €990**, VAT included.
- **Live-out TATA (extended working hours): €790**, VAT included.
- **Live-out TATA (full-time): €690**, VAT included.
- **Live-out TATA (part-time): €490**, VAT included.
- **Domestic Couple: €1,500**, VAT included.
- **TATA outside Madrid: €1,200**, VAT included.
- **TATA outside Spain: €1,500**, VAT included.
- **Other cases:** To be evaluated based on the specific request.

Temporary and Substitute TATAS:

- **Live-in TATA substitute: €420**, VAT included.
- **Live-out TATA substitute (full-time): €420**, VAT included.
- **Live-out TATA substitute (part-time): €350**, VAT included.

Urgent Requests:

If the **CLIENT** requires the **TATA** to start work **within 48 hours**, an additional **50% surcharge** will apply to the standard fees, based on the chosen work schedule.

For **hourly domestic service**, **QUIERO UNA TATA** offers the **CLIENT** a personalized quote tailored to their specific needs.



VII. Payment Methods for Hiring QUIERO UNA TATA's Services

The **CLIENT** must proceed with the payment for **QUIERO UNA TATA's** services **once they have selected the DOMESTIC SERVICE** provider.

Payment can be made via **Bizum** or **bank transfer** to the account number indicated on the invoice issued by **QUIERO UNA TATA**.

VIII. Effective Date and Service Commencement

This contract will come into effect at the moment **QUIERO UNA TATA** begins the **pre-selection process** for the **DOMESTIC SERVICE** provider, following an **express request from the CLIENT** and the **CLIENT's acceptance of the service quote** along with these **Terms and Conditions** of **QUIERO UNA TATA**.

IX. Complaints and Customer Service

For any questions, suggestions, or complaints regarding the services offered by **QUIERO UNA TATA**, the **CLIENT** may contact the company **free of charge** during the following hours:

- **Monday to Thursday:** 9:00 AM – 6:00 PM
- **Friday:** 9:00 AM – 3:00 PM
- **Closed on public holidays**

Contact Information:

- **Phone:** +34 671 086 777 / +34 625 403 447
- **Email:** contacto@quierounatata.com



X. Personal Data Protection

1st Layer – Basic Information

Data Controller	QUIERO UNA TATA, S.L.
Purpose	To manage the pre-selection of domestic service providers, facilitate contact between CLIENTS and TATAS, and fulfill the contractual relationship.
Legal Basis	Execution of a contract in which you are a party
Recipients	Únicamente cederemos sus datos personales a la/s tata/s a quien/es desee entrevistar para realizar la contratación definitiva. En otro caso no cederemos sus datos personales salvo que sea necesario para la ejecución del contrato o para el cumplimiento de obligaciones legales.
International Data Transfers	No international transfers of personal data will be made unless legally required.
Rights	The CLIENT has the right to access, rectify, and delete their data, as well as exercise other rights, which can be reviewed in the Additional Information section.
Additional Information	Further details on the processing of personal data can be found below.

2nd Layer – Additional Information

Who is responsible for processing your personal data?

- **Identity:** QUIERO UNA TATA, S.L.
- **Tax Identification Number (NIF):** B72576242
- **Postal Address:** Calle Guatemala, nº 12-3ºB – C.P. 28016, Madrid
- **Phone:** +34 671 08 67 77 / +34 625 40 34 47
- **Email:** contacto@quierounatata.com

For what purpose does QUIERO UNA TATA, S.L. process your personal data?

At **QUIERO UNA TATA, S.L.**, we process your personal data with the utmost respect and in full compliance with applicable data protection regulations.



We process your data to **ensure the proper maintenance, development, execution, and monitoring of the contractual relationship and the services you request.**

We inform you that we will **only process your personal data for this specific purpose**, and under no circumstances will automated decisions be made based on your profile.

How Long Do We Retain Your Personal Data?

We will process your personal data for the duration of the **contractual relationship** and, thereafter, for the period necessary to comply with **legal obligations**.

What Is the Legal Basis for Processing Your Personal Data?

The legal basis that **legitimizes** the processing of your personal data is its **necessity for the execution of a contract or legal relationship** in which you are a party.

Who Will Receive Your Data?

- Your personal data will **only** be shared with the **TATA(s)** you wish to interview for **potential hiring**.
- In all other cases, we will **not** share your personal data **unless it is necessary for the execution of the contract or to comply with legal obligations**.
- Additionally, **QUIERO UNA TATA, S.L.** collaborates with various entities that provide services requiring **access to personal data**. These entities act as **data processors** for **QUIERO UNA TATA, S.L.**, and we have signed the corresponding **data processing agreements** with them in compliance with **Article 28.3 of the General Data Protection Regulation (GDPR)**.

What Are Your Rights as a Data Subject?

As the owner of your personal data, you (either personally or through a legal or voluntary representative) have the right to:

- **Access** your personal data.
- **Rectify** inaccurate or incomplete data.
- **Limit** the processing of your data.
- **Request the deletion** of your data.
- **Object** to the processing of your data.
- **Exercise the right to data portability**, allowing you to receive your personal data in a structured, commonly used, and machine-readable format.



How to Exercise Your Rights

To exercise your rights, you must contact us via **email** at **ingrid@quierounatata.es**, using the subject line **“Data Protection Rights”**, or, if you prefer, by **postal mail** to:

QUIERO UNA TATA, S.L.

Calle Guatemala, nº 12-3ºB – C.P. 28016 Madrid

When making your request, please specify **which right you wish to exercise**. We may request a **copy of your ID (DNI)** if necessary to verify your identity.

We will respond to your request **within a maximum of 30 days**, making every effort to reduce this timeframe as much as possible. If you are **not satisfied** with our response, you may file a complaint with the **Spanish Data Protection Agency (Agencia Española de Protección de Datos, AEPD)** to request the protection of your rights.

How Have We Obtained Your Personal Data?

The personal data processed by **QUIERO UNA TATA, S.L.** have been **directly provided by you**.

All requested data are **necessary** for the execution of the **contractual relationship** and the provision of the requested **services**.

Since these data are **mandatory**, if you **do not provide them**, we will be **unable to offer our services**.

Categories of Data Processed

We process the following categories of personal data:

- **Identification data**
- **Personal characteristics data**
- **Economic, financial, and insurance data**

We **do not** process any data classified as **"special categories"** under the **General Data Protection Regulation (GDPR)** (Health data, religious beliefs, political or ideological opinions, trade union affiliation, etc)

Which Authority Can You Contact to File a Data Protection Complaint?

You have the right to file a **data protection complaint** with the **Spanish Data Protection Agency (Agencia Española de Protección de Datos, AEPD)**.

For more information, please visit their official website: www.aepd.es.



XI. Modifications

QUIERO UNA TATA reserves the right to modify these **General Terms and Conditions** at any time. Any modifications will be **made available and published on the website**.

In any case, **essential changes** will **not** affect already established contracts **unless the CLIENT expressly accepts the modified conditions**.

XII. Applicable Law and Jurisdiction

These **Terms and Conditions** shall be governed by **Spanish law**, which will apply to their **validity, interpretation, execution, and compliance**.

For any disputes arising from the service, **QUIERO UNA TATA** and the **DOMESTIC SERVICE** provider expressly submit to the **Courts and Tribunals of Madrid Capital**, waiving any other jurisdiction that may correspond to them.