



## **NORLAND AGENCY and NEWLY QUALIFIED NANNY TEAM TERMS AND CONDITIONS FOR CLIENTS**

### **1 DEFINITIONS**

In this Agreement:

1.1 the following terms shall have the following meanings unless the context otherwise requires:

"Agreed Purpose"	means: (a) the Introduction of the Nanny by Norland to the Client for Engagement by the Client; (b) any administration carried out by Norland in connection with (a); (c) in connection with the Nannies generally; or (d) in the case of Norland only, for any other lawful purpose determined by Norland;
"Agreement"	these Terms and Conditions together with the Instructions;
"Child"	the child or children to be cared for by the Nanny;
"Client"	the client(s) named on the Instructions and to whom Norland shall Introduce Nannies;
"Conduct Regulations"	the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
"Controller"	has the meaning given to it in the Data Protection Legislation;
"Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the Data Protection Act 2018 (DPA 2018) and the UK GDPR;
"Data Subject"	has the meaning given to it in the Data Protection Legislation;
"DBS Certificate"	the certificate issued for a Disclosure and Barring Service (DBS) Check;
"DBS Check"	an enhanced Disclosure and Barring Service Check with Children's Barred List Checks;
"Engagement"	the engagement, employment or use of the Nanny by the Client or by any Third Party to whom or to which the Nanny was Introduced by the Client (whether with or without Norland's knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license,

franchise or partnership agreement; or through any other engagement directly or through a limited company of which the Nanny is an officer or employee or through a limited liability partnership of which the Nanny is a member or employee; or indirectly through another company and **“Engages”** and **“Engaged”** shall be construed accordingly;

"Family Members"	the members of the Client's family;
"Fee Structure"	Norland's fees structure setting out the details of the Placement Fees and which may be provided by Norland to the Client and/or set out on the Norland Website (and, in each case, as updated by Norland from time to time);
"Fixed Term Placement Fee"	the placement fee payable by the Client under Clause 11.3;
"Fixed Term Vacancy"	as defined at Clause 5.1.2;
"Gross Remuneration"	the gross salary or fees payable to the Nanny for work (or for services where applicable) provided to the Client;
"Guests"	the Client's guests at the Client's premises or property;
"Instructions"	the document containing the specific information relating to the Client, the Vacancy, the requirements of the Client and the services to be supplied by Norland to the Client;
"Introduction"	means: (a) the passing of a curriculum vitæ or other information about a Nanny to the Client or a Third Party; or (b) the interview of a Nanny in person or by telephone, skype, Facetime or by any other audio or visual means by the Client or a Third Party, and the time of the Introduction will be taken to be the earlier of (a) and (b) above; and <b>"Introduce"</b> , <b>"Introduced"</b> , <b>"Introduces"</b> , <b>"Introducing"</b> shall be construed accordingly;
"Liability"	liability in or for breach of contract, tort, negligence, misrepresentation, breach of statutory duty, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement;
"Maternity Placement Fee"	the placement fee payable by the Client under Clause 11.11.1;
"Maternity Vacancy"	as defined at Clause 5.1.4;
"Nanny"	the person Introduced by Norland to the Client for the Vacancy (including a NQN);
"Gross Remuneration"	the gross salary or fees payable to the Nanny for work (or for services where applicable) provided to the Client;
"Norland"	Norland College Limited, a company registered in England and Wales under company registration number 00193170

	and whose registered office is at Norland College, York Place, London Road, Bath, BA1 6AE;
"Norland Website"	the website at <a href="http://www.norland.ac.uk">http://www.norland.ac.uk</a> (or such other website as Norland may operate from time to time);
"NQN"	a Norland newly qualified nanny;
"NQN Placement Fee"	the placement fee payable by the Client under Clause 11.7;
"NQN Team"	the Norland team responsible for NQNs;
"NQN Vacancy"	as defined at Clause 5.1.5;
"Parties"	Norland and the Client, each a " <b>Party</b> ";
"Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Permanent Placement Fee"	the placement fee payable by the Client under Clause 11.2;
"Permanent Vacancy"	as defined at Clause 5.1.1;
"Placement Fee"	the placement fee payable by the Client under this Agreement which shall be either the Permanent Placement Fee, the Fixed Term Placement Fee, the NQN Placement Fee, the Temporary Placement Fee or the Maternity Placement Fee;
"Process"	has the meaning given to it in the Data Protection Legislation. " <b>Processing</b> " and " <b>Processed</b> " shall be construed accordingly;
"Shared Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Staff"	the Client's employees, contractors and agents;
"Template Employment Contract"	as defined at Clause 9.1;
"Temporary Placement Fee"	the placement fee payable by the Client under Clause 11.8.1;
"Temporary Vacancy"	as defined at Clause 5.1.3;
"Terms and Conditions"	these Norland Recruitment Agency Terms and Conditions for Clients;
"Third Party"	any person who is not Norland or the Client;
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;

"Vacancy" the vacancy set out in the Instructions (or otherwise notified by the Client to Norland) and which may be a Permanent Vacancy, a Fixed Term Vacancy, a Temporary Vacancy, a Maternity Vacancy or a NQN Vacancy;

- 1.2 references to "Clauses" are to Clauses of these Terms and Conditions;
- 1.3 the headings are inserted for convenience only and shall not affect the interpretation or construction of this Agreement;
- 1.4 references to "written" or in "writing" includes in electronic form; and
- 1.5 a reference to a law or regulation is a reference to it as amended, extended or re-enacted from time to time.

## **2 NORLAND'S CONTACT DETAILS**

- 2.1 Norland Agency's contact details are as follows:
  - 2.1.1 Telephone Number: 01225 904030
  - 2.1.2 Email Address: [agency@norland.ac.uk](mailto:agency@norland.ac.uk).
- 2.2 For NQN Vacancies, Norland's contact details are as follows:
  - 2.2.1 Telephone Number: 01225 904033
  - 2.2.2 Email Address: [NQN@norland.ac.uk](mailto:NQN@norland.ac.uk).

## **3 THIS AGREEMENT**

- 3.1 These Terms and Conditions, together with the Instructions, constitute the entire agreement between Norland and the Client in relation to the subject matter hereof and are deemed to be accepted by the Client and to apply from the earliest of:
  - 3.1.1 receipt by Norland of the completed Instructions from (or on behalf of) the Client;
  - 3.1.2 an Introduction by Norland to the Client of a Nanny; or
  - 3.1.3 any written acceptance by (or on behalf of) the Client of these Terms and Conditions.
- 3.2 This Agreement applies to all Vacancies released by the Client to Norland and to all Introductions made by Norland to the Client.
- 3.3 This Agreement applies whether or not the Nanny is Engaged by the Client for the same type of work and/or Vacancy as that for which the Introduction was originally effected.
- 3.4 This Agreement supersedes all previous agreements between the Parties in relation to the subject matter hereof.
- 3.5 This Agreement prevails over any other terms and conditions put forward by the Client unless expressly agreed otherwise by Norland in writing.
- 3.6 The Client authorises Norland to act on its behalf in seeking a person to meet the Client's requirements and advertising for such a person through such methods as Norland deems appropriate.

3.7 For the purposes of this Agreement, Norland acts as an employment agency as defined within the Conduct Regulations.

3.8 Norland reserves the right to refuse to work with any Clients who do not uphold the conditions of this agreement.

#### **4 BINDING THE CLIENT**

4.1 Where a Third Party (such as the Client's Personal Assistant) instructs Norland on behalf of the Client:

4.1.1 the Third Party promises that it has authority to bind the Client to this Agreement;

4.1.2 the Client shall be bound by this Agreement; and

4.1.3 all Nannies Introduced by Norland to the Third Party shall be deemed Introduced to the Client, and the Client shall be responsible for the acts and omissions of the Third Party as if the Third Party were the Client.

#### **5 VACANCY TYPES**

5.1 The Client's Vacancy may be any one of the following Vacancy types:

5.1.1 **Permanent Vacancy** - a Vacancy under which the successful Nanny will be Engaged by the Client on an ongoing or permanent basis;

5.1.2 **Fixed Term Vacancy** - a Vacancy under which the successful Nanny will be Engaged by the Client on a fixed term basis;

5.1.3 **Temporary Vacancy** - a Vacancy under which the successful Nanny will be Engaged by the Client on a temporary basis for no more than 13 continuous weeks;

5.1.4 **Maternity Vacancy** - a Vacancy under which the successful Nanny will be Engaged by the Client on a temporary basis for no more than six months to help care for a new born baby or new born babies; or

5.1.5 **NQN Vacancy** - a Vacancy under which the successful Nanny will be Engaged by the Client on a fixed term basis for usually one year as part of his/her Norland Diploma and which Norland and the Client has determined is suitable for a NQN.

#### **6 NORLAND'S OBLIGATIONS**

6.1 Norland shall not be under an obligation to fill any Vacancy for the Client. Norland shall use reasonable endeavours to Introduce a Nanny to the Client for the Vacancy. However, due to the high demand for Nannies, Norland cannot guarantee that it will Introduce a Nanny to the Client for the Vacancy.

6.2 Norland shall, prior to Introducing a Nanny to the Client, obtain confirmation:

6.2.1 of the identity of the Nanny;

6.2.2 that the Nanny has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or any professional body, to work in the Vacancy; and

6.2.3 that the Nanny is willing to work in the Vacancy which the Client seeks to fill.

6.3 Subject to Clause 6.4, Norland shall, prior to Introducing a Nanny to the Client, obtain two references from persons who are not relatives of the Nanny and who have agreed that the

reference provided may be disclosed to the Client. If requested, Norland shall provide copies of those references to the Client before the Nanny starts the Engagement. Norland will take all references in accordance with Norland's Reference Policy (as updated by Norland from time to time), and which is available from Norland or from the Norland Website.

- 6.4 For NQN Vacancies, Norland shall comply with Clause 6.3 by:
- 6.4.1 providing the Client with one reference from the student's final family placement at Norland; and
  - 6.4.2 an additional validated reference from an employer
- 6.5 Norland shall, prior to Introducing a Nanny to the Client:
- 6.5.1 take all such steps, as are reasonably practicable, to ensure that the Nanny/NQN and the Client are each aware of any requirements imposed by law, or by any professional body, which must be satisfied by the Client or the Nanny to enable the Nanny to work for the Client in the position which the Client seeks to fill; and
  - 6.5.2 without prejudice to any of its duties under any enactment or rule of law in relation to health and safety at work, make all such enquiries, as are reasonably practicable, to ensure that it would not be detrimental to the interests of the Nanny or the Client for the Nanny to work for the Client in the position which the Client seeks to fill.
- 6.6 Norland shall use reasonable endeavours to ascertain that the information provided by Norland to the Client in respect of the Nanny is accurate and complete. However, Norland shall have no Liability in respect of matters outside its knowledge and the Client must satisfy itself as to the suitability of the Nanny.

## **7 SAFER RECRUITMENT AND FIRST AID**

- 7.1 Norland shall ensure an enhanced DBS Check with Children's Barred List Checks has been carried out on the Nanny within the three year period prior to the Nanny being Introduced to the Client. Norland shall check the Nanny's DBS Certificate before Introducing the Nanny to the Client. If there are any entries on the DBS Certificate, Norland shall handle the matter in line with Norland's DBS policy (which is available on request).
- 7.2 Norland encourages Nannies to ensure their DBS Certificate is renewed at least every three years or that the Nanny has subscribed to the DBS updating service. However, it is the Client's responsibility to:
- 7.2.1 ensure that DBS Checks are carried out on the Nanny and that the Nanny's DBS Certificate is renewed and checked by the Client on a regular basis throughout the Nanny's Engagement; and
  - 7.2.2 take appropriate action if there are any entries on the Nanny's DBS Certificate.
  - 7.2.3 take note of the Childcare Disqualifications regulations to determine a nanny's suitability if they are registered with Ofsted, taking appropriate action if necessary. A Nanny does not have to register with Ofsted unless more than two families use the care at the same time as this is classed as childminding. If a Nanny is Ofsted registered, they can be disqualified under the Childcare Disqualifications regulations if they live on the premises where a disqualified person lives or works. See <https://www.gov.uk/guidance/childminders-and-childcare-providers-register-with-ofsted/nannies-registration> and <http://www.legislation.gov.uk/uksi/2018/794/contents/made> - Regulation 9, for further information in this regard.

- 7.3 Norland shall ensure the Nanny holds a paediatric first aid qualification which is completed as a 12-hour classroom based qualification or by other appropriate means.
- 7.4 Norland encourages Nannies to renew their paediatric first aid qualification at least every three years. However, it is the Client's responsibility to:
  - 7.4.1 ensure that the Nanny renews their paediatric first aid qualification regularly throughout the Nanny's Engagement; and
  - 7.4.2 take appropriate action if the Nanny does not hold (or ceases to hold) a suitable paediatric first aid qualification.

## **8 THE CLIENT'S OBLIGATIONS**

### **GENERAL OBLIGATIONS**

- 8.1 The Client is solely responsible for satisfying itself as to the suitability of the Nanny and shall take up any concerns regarding the Nanny with Norland before Engaging the Nanny.
- 8.2 The Client is solely responsible for obtaining visas, work permits and/or such other permission to work as may be required.
- 8.3 The Client is solely responsible for the arrangement and agreement with the Nanny of medical examinations and/or investigations into the medical history of any Nanny where necessary.
- 8.4 The Client is solely responsible for satisfying itself that the Nanny meets its requirements in respect of requirements, qualifications or permission. More particularly the Client shall satisfy itself as to the suitability and qualifications held by the Nanny in respect of any laws and regulations of a country or jurisdiction in which the Nanny is Engaged to work.
- 8.5 The Client is responsible for informing Norland immediately of any information it has that suggests it would be detrimental to the interests of either the Client or the Nanny for the Nanny to work in the Vacancy.
- 8.6 Norland shall have no Liability to the Client if the Nanny is refused entry or is not allowed to work by any country's authorities and the Client shall not be entitled to any refund of any Placement Fees in those circumstances.
- 8.7 Norland will only share the Personal Data of the Nanny with the Client for the Agreed Purpose and in accordance with Clause 18.
- 8.8 The Client is required to provide to Norland the following details of the Vacancy to include:
  - 8.8.1 the type of work that the Nanny would be required to do;
  - 8.8.2 the location and hours of work;
  - 8.8.3 the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Nanny to possess in order to work in the position;
  - 8.8.4 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
  - 8.8.5 the date of commencement;
  - 8.8.6 the duration or likely duration of the work;

- 8.8.7 the minimum rate of remuneration; and
- 8.8.8 the length of notice that the Nanny will be required to give and to receive to terminate the Engagement.
- 8.9 If the Client Engages a Residential Nanny / NQN the Client is responsible for accommodation and shall include relevant information and clauses in the Vacancy and in the Terms of the Engagement with the Nanny accordingly.
- 8.10 The Client shall notify Norland within three calendar days where it receives details of a Nanny from Norland which it has already received from:
- 8.10.1 another recruitment agency;
- 8.10.2 the Nanny themself; or
- 8.10.3 any other source,
- and the Client agrees that if no such notice is given by the Client to Norland then in the event of an Engagement of the Nanny by the Client, the Client shall pay Norland the relevant Placement Fee in accordance with Clause 11. This clause 8.10 and clauses 8.11 and 8.13 do not apply for NQN Placements.
- 8.11 Where the Client notifies Norland in accordance with Clause 8.9 and where the Client provides evidence to Norland that such receipt of details by the Client was for the Vacancy, the Client will not be liable to pay Norland a Placement Fee for that Nanny in respect of the Vacancy.
- 8.12 Where the Client is unable to evidence such, the Client shall pay Norland the relevant Placement Fee in full.
- 8.13 The Client shall:
- 8.13.1 notify Norland immediately of any offer of an Engagement which it makes to any Nanny; and
- 8.13.2 notify Norland immediately when its offer of an Engagement to any Nanny has been accepted and provide details of the Nanny's start date, type of Engagement, length of Engagement and Gross Remuneration to Norland.
- 8.14 The Client shall not, and shall not seek to cause Norland to, unlawfully discriminate in relation to the services provided by Norland to the Client in connection with this Agreement and shall disclose any and all information requested by Norland in the event a Nanny makes a complaint to Norland.
- 8.15 In accordance with Norland's "Cause for concern procedure" (as updated by Norland from time to time) which is available from Norland or from the Norland Website, the Client shall notify Norland in writing immediately in the event the Client is seriously dissatisfied with the performance or conduct of any Nanny Introduced by Norland. Norland reserves the right to take further action as a result of any concerns.
- 8.16 The Client shall, if the Client no longer needs to fill the Vacancy or suspends their search for a Nanny to fill the Vacancy, notify Norland in writing as soon as is reasonably practicable.
- 8.17 The Client shall provide full assistance and co-operation to Norland in relation to any legal proceedings, claims, complaints, investigations or enquiries (whether internal or external) concerning events or matters in which the Client was involved or of which the Client has knowledge.



- 8.18 The Client promises that all information and documentation provided by (or on behalf of) the Client to Norland is up-to-date, accurate and complete. The Client shall notify Norland immediately if any information or documentation provided is at any time and for any reason out-of-date, inaccurate or incomplete.
- 8.19 The Client shall at all times maintain adequate employer's liability insurance which covers the Client's Engagement of the Nanny. The Client shall ensure that insurance has limits of cover no less than that required by applicable laws and regulations.
- 8.20 Norland is committed to equal opportunities and the Client shall comply with all anti-discrimination legislation as regards the selection and treatment of Nannies.

#### **COMPLIANCE OBLIGATIONS**

- 8.21 Where the Client Engages a Nanny, the Client shall:
- 8.21.1 provide the Nanny with an employment/engagement contract before the start of the Engagement which covers the whole term of the Engagement;
  - 8.21.2 Engage the Nanny in accordance with all applicable laws and regulations, including in accordance with the Data Protection Legislation and all applicable employment laws and regulations;
  - 8.21.3 where the Client employs the Nanny, ensure the correct deductions are made from the Nanny's remuneration for tax and National Insurance (or, if the Engagement is outside the UK, the overseas equivalents) and that those deductions are paid over to the relevant authorities as required by applicable laws and regulations;
  - 8.21.4 where the Client employs the Nanny, ensure the Nanny receives regular payslips as required by applicable laws and regulations; and
  - 8.21.5 where the Client employs the Nanny, ensure the Nanny is enrolled in a workplace pension and is granted pension rights as required by applicable laws and regulations.

#### **ADDITIONAL FIXED TERM, TEMPORARY AND MATERNITY VACANCY OBLIGATIONS**

- 8.22 Where the Vacancy is a Fixed Term Vacancy, Temporary Vacancy or Maternity Vacancy then, in addition to the other obligations set out in this Agreement:
- 8.22.1 the Client shall, as part of the Instructions, notify Norland of the anticipated length of the Vacancy; and
  - 8.22.2 the Client shall notify Norland immediately in writing if the Nanny is required for longer than the initial term of the Vacancy or if the Nanny is re-Engaged by the Client at any time within 12 months of the end of the initial term of the Engagement.

#### **ADDITIONAL NQN VACANCY OBLIGATIONS**

- 8.23 Where the Vacancy is an NQN Vacancy then, in addition to the other obligations set out in this Agreement:
- 8.23.1 the Client shall, unless the Client is seriously dissatisfied with the Nanny's conduct or capability, Engage the Nanny for a continuous period of 12 months or unless otherwise agreed with the NQN Team;
  - 8.23.2 the Client shall ensure the Nanny will work with at least one Child who is not attending full-time nursery or school and have a minimum of 30 hours child contact time overall;

- 8.23.3 the Client shall ensure that in each week the Nanny works no less than four days per week and the minimum number of hours and no more than the maximum number of hours required by Norland;
  - 8.23.4 the Client shall ensure the Nanny is given two consecutive days off per week;
  - 8.23.5 the Client shall not dismiss the Nanny without first fully discussing the matter with the Manager of the NQN Team and taking their views into account;
  - 8.23.6 the Client shall pay the Nanny a salary which is in accordance with Norland's NQN salary guidelines (as updated by Norland from time to time) which are available from Norland or from the Norland Website;
  - 8.23.7 the Client shall, prior to interviewing the Nanny, provide Norland with copies of the Child's birth certificate and a recent utility bill (not more than three months' old) showing the Client's home address;
  - 8.23.8 the Client shall, prior to the Nanny's start date, provide Norland with a copy of the Client's employer's liability insurance policy together with proof of payment of all applicable premiums;
  - 8.23.9 the Client shall provide Norland with such information as Norland may request about the Nanny's progress at months 1 and 10 of the Engagement;
  - 8.23.10 the Client shall complete Norland's appraisal form to assess the Nanny's performance during the Engagement and will submit the completed appraisal form to Norland at months 4, 8 and 12 of the Engagement;
  - 8.23.11 the Client shall promptly respond to all progress checks made by Norland in respect of the Nanny;
  - 8.23.12 the Client shall allow a member of Norland's NQN Team on reasonable notice, to visit the Nanny at least once during the Engagement;
  - 8.23.13 the Client shall allow the Nanny sufficient time to complete their documentation required for the successful completion of their Engagement and their Norland Diploma;
  - 8.23.14 the Client shall allow a member of Norland's NQN Team, on reasonable notice, to view, access and assess the Nanny's documentation required for the successful completion of their Engagement and their Norland Diploma.
  - 8.23.15 To enable Norland to meet its safeguarding obligations, the client shall seek Norland's permission in advance before taking or inviting the NQN outside the UK for a period of more than two consecutive weeks, Norland's permission shall not be unreasonably withheld.
  - 8.23.16 The client must inform Norland when they are taking the NQN outside the UK for a period of more than two weeks.
- 8.24 The Client acknowledges that where a Nanny is Engaged in an NQN Vacancy, that Engagement is part of the Nanny's learning and development toward achieving their Norland Diploma. Therefore, the Client accepts that, in exchange for the reduced Placement Fees charged by Norland for a NQN Vacancy under Clause 11, the Nanny will not be as experienced as a fully qualified Norland nanny, and the Client shall give the Nanny all reasonable support, understanding and assistance during the Engagement to enable him/her to successfully complete the Engagement and achieve the Norland Diploma.

- 8.25 The Client shall, prior to the Nanny signing the employment/engagement contract with the Client, provide the NQN Team with a copy of the employment/engagement contract for the NQN Team to check. Norland reserves the right to delay the start of the Nanny's Engagement until a copy of the employment/engagement contract has been received and checked by the NQN Team. For the avoidance of doubt, by checking the employment/engagement contract, the NQN Team is simply checking it appears to be a standard document. Norland shall have no Liability to the Client for the employment/engagement contract.
- 8.26 NQN Vacancies can only be registered with Norland if they are based in England and Wales.

## 9 TEMPLATE CONTRACTS

### ENGAGEMENTS IN ENGLAND AND WALES

- 9.1 For Engagements based in England and Wales, Norland shall, once the Engagement is confirmed to Norland, provide the Client with Norland's template employment/engagement contract (the "**Template Employment Contract**") which can be used as the basis for the employment/engagement contract between the Client and the Nanny.
- 9.2 The Template Employment Contract is an example employment/engagement contract. It is not intended to be the final version and the Client acknowledges that the Client is responsible for reviewing and tailoring the Template Employment Contract to make sure it is suitable for the Engagement.
- 9.3 Norland strongly recommends the Client obtains legal advice on the Engagement of the Nanny and the Template Employment Contract before Engaging the Nanny. The Client is solely responsible for ensuring the Client's Engagement of the Nanny, and the employment/engagement contract between the Client and the Nanny, complies with all applicable laws and regulations.
- 9.4 On the basis that Norland provides the Template Employment Contract as an example employment/engagement contract and on the basis that the Client is responsible for obtaining its own legal advice on the Client's Engagement of the Nanny and the Template Employment Contract, Norland shall have no Liability to the Client in respect of the Client's use of the Template Employment Contract, the employment/engagement contract between the Client and the Nanny or (except as expressly set out in this Agreement) the Client's Engagement of the Nanny.
- 9.5 The Client agrees as follows:
- 9.5.1 subject to Clause 9.3 and 9.6, the Client shall keep the Template Employment Contract confidential and shall not divulge it (in whole or in part) to any Third Party; and
- 9.5.2 the Client shall not use the Template Employment Contract for any purpose except as the template employment/engagement contract for Engagements between the Client and the Nanny which are based in England and Wales.
- 9.6 The Client may disclose the Template Employment Contract to the Family Members and the Staff who need to receive a copy of it in connection with the Client's Engagement of the Nanny, provided the Client ensures all such persons comply with this Clause 9.
- 9.7 For ease of reference, and with the prior written consent of the Client and the Nanny, a copy of the completed employment/engagement contract will be stored on Norland's Customer Relationship Management Database for the duration of the Engagement and for a period of six years afterwards.

## ENGAGEMENTS OUTSIDE ENGLAND AND WALES

- 9.8 Norland will not provide the Client with the Template Employment Contract for Engagements based outside England and Wales because it has been drafted under English law.
- 9.9 For Engagements based outside England and Wales, Norland shall, once the Engagement is confirmed to Norland, provide the Client with a document detailing some suggested information that may be included in the employment/engagement contract between the Client and the Nanny (the "**Overseas Considerations for Contracts Document**"). The Overseas Considerations for Contracts Document has been prepared by Norland as a generic document to give the Client some general assistance to identify the types of information that may be included in the employment/engagement contract between the Client and the Nanny. The Overseas Considerations for Contracts Document:
- 9.9.1 is not legal advice;
- 9.9.2 is not, nor is it intended to be, a definitive list of all the information that may be included in the employment/engagement contract between the Client and the Nanny; and
- 9.9.3 has not been prepared for any specific jurisdiction, and the Overseas Considerations for Contracts Document should not be treated as such by the Client.
- 9.10 Norland strongly recommends the Client obtains legal advice in the relevant jurisdiction on the Engagement of the Nanny and to prepare the employment/engagement contract between the Client and the Nanny before Engaging the Nanny. The Client is solely responsible for ensuring the Client's Engagement of the Nanny, and the employment/engagement contract between the Client and the Nanny, complies with all applicable laws and regulations.
- 9.11 On the basis that Norland provides the Overseas Considerations for Contracts Document as a generic document and on the basis that the Client is responsible for obtaining its own legal advice on the Client's Engagement of the Nanny, Norland shall have no Liability to the Client in respect of the Client's use of the Overseas Considerations for Contracts Document, the employment/engagement contract between the Client and the Nanny or (except as expressly set out in this Agreement) the Client's Engagement of the Nanny.
- 9.12 The Client agrees as follows:
- 9.12.1 subject to Clause 9.13, the Client shall keep the Overseas Considerations for Contracts Document confidential and shall not divulge it (in whole or in part) to any Third Party; and
- 9.12.2 the Client shall not use the Overseas Considerations for Contracts Document for any purpose except as suggested information that may be included in the employment/engagement contract between the Client and the Nanny.
- 9.13 The Client may disclose the Overseas Considerations for Contracts Document to the Family Members and the Staff who need to receive a copy of it in connection with the Client's Engagement of the Nanny, provided the Client ensures all such persons comply with this Clause 9.

## 10 TRIAL PERIODS

- 10.1 Trial periods are only available for Nannies Introduced by Norland to the Client for Permanent Vacancies or Fixed Term Vacancies.

- 10.2 The Client may, subject to the prior written agreement of Norland, Engage the Nanny for a one-day trial free of charge.
- 10.3 If following the completion of the one-day free trial:
- 10.3.1 the Client continues to Engage the Nanny for less than one week, the Client shall pay Norland the Temporary Placement Fee for all further days (beyond the one-day free trial) for which the Nanny is Engaged by the Client; or
- 10.3.2 the Client continues to Engage the Nanny for more than one week, the Client shall pay Norland the Permanent Placement Fee.

## **11 FEES**

### **CANDIDATE OWNERSHIP**

- 11.1 Unless a different Placement Fee is expressly payable under this Agreement, the Client shall pay Norland a Permanent Placement Fee calculated in accordance with Clause 11.2 where the Client Engages, whether directly or indirectly, any Nanny within 12 months from the date Norland Introduced the Nanny to the Client.

### **PERMANENT PLACEMENT FEES**

- 11.2 Where the Nanny is Engaged by the Client in a Permanent Vacancy, the Client shall pay Norland a Permanent Placement Fee which shall be calculated as a percentage of the Nanny's Gross Remuneration applicable during the first 12 months of the Engagement as set out in the Fee Structure.

### **FIXED TERM PLACEMENT FEES**

- 11.3 Where Norland and the Client agree in writing that the Nanny is Engaged by the Client in a Fixed Term Vacancy, the Client shall pay Norland a Fixed Term Placement Fee.
- 11.4 The Fixed Term Placement Fee shall be equal to the Permanent Placement Fee but shall be calculated on the Nanny's Gross Remuneration applicable during the fixed term.
- 11.5 Where the Engagement is extended beyond the initial fixed term or where the Client re-Engages the Nanny within 12 months from the date of the expiry or termination of the first Engagement, the Client shall pay Norland a further Fixed Term Placement Fee based on the Nanny's Gross Remuneration applicable for the period of the second and subsequent Engagements following the initial fixed term period up to the date of the expiry or termination of the second and subsequent Engagements.
- 11.6 The Client shall not be required to pay a Fixed Term Placement Fee which exceeds 12 months' Engagement in total.

### **NQN PLACEMENT FEES**

- 11.7 Where Norland and the Client agree in writing that the Nanny is Engaged by the Client in a NQN Vacancy, the Client shall pay Norland a NQN Placement Fee which shall be calculated as a percentage of the Nanny's Gross Remuneration applicable during the Engagement as set out in the Fee Structure.

### **TEMPORARY PLACEMENT FEES**

- 11.8 Where Norland and the Client agree in writing that the Nanny is Engaged by the Client in a Temporary Vacancy:

- 11.8.1 the Client shall pay Norland a Temporary Placement Fee which shall be calculated as set out in the Fee Structure; and
- 11.8.2 the Client shall pay Norland the Temporary Placement Fee for the whole term of the Engagement prior to the start of the Engagement.
- 11.9 Where the Client and Norland agree in writing to extend the Engagement beyond the initial term, the Client shall pay Norland further Temporary Placement Fees calculated as set out in the Fee Structure for the duration of the extension.
- 11.10 Except where Clause 11.9 applies, where the Engagement is extended beyond the initial fixed term or where the Client re-Engages the Nanny within 12 months from the date of the expiry or termination of the Engagement, the Client shall pay Norland (at Norland's option):
  - 11.10.1 further Temporary Placement Fees for the duration of the re-Engagement at the rates set out in the Fee Structure; or
  - 11.10.2 a Permanent Placement Fee calculated in accordance with Clause 11.2.

#### **MATERNITY PLACEMENT FEES**

- 11.11 Where Norland and the Client agree in writing that the Nanny is Engaged by the Client in a Maternity Vacancy:
  - 11.11.1 the Client shall pay Norland a Maternity Placement Fee which shall be calculated as set out in the Fee Structure; and
  - 11.11.2 the Client shall pay Norland the Maternity Placement Fee for the whole term of the Engagement prior to the start of the Engagement.
- 11.12 Where the Client and Norland agree in writing to extend the Engagement beyond the initial term, the Client shall pay Norland further Maternity Placement Fees calculated as set out in the Fee Structure for the duration of the extension.
- 11.13 Except where Clause 11.12 applies, where the Engagement is extended beyond the initial fixed term or where the Client re-Engages the Nanny within 12 months from the date of the expiry or termination of the Engagement, the Client shall pay Norland (at Norland's option):
  - 11.13.1 further Maternity Placement Fees for the duration of the re-Engagement at the rates set out in the Fee Structure; or
  - 11.13.2 a Permanent Placement Fee calculated in accordance with Clause 11.2.

#### **UNKNOWN GROSS REMUNERATION**

- 11.14 Where the amount of the actual Gross Remuneration is not known or disclosed, Norland may calculate the Gross Remuneration and the Placement Fee based on Norland's estimate of the Gross Remuneration.
- 11.15 Norland reserves the right to inform a Nanny and any prospective future Nannies of the Client if the Client has not paid or previously not paid the Placement Fee.

#### **CANCELLED ENGAGEMENTS**

- 11.16 Where the Client:
  - 11.16.1 withdraws an offer of an Engagement made to the Nanny; or
  - 11.16.2 cancels an Engagement of a Nanny before the start of the Engagement,

Norland is entitled to charge 50% of the Placement Fee which would have been paid by the Client to Norland had the Nanny worked the entire Engagement.

### **THIRD PARTY DISCLOSURES**

- 11.17 Subject to Clause 11.18, the Client shall not pass any information concerning a Nanny to a Third Party or use it for any purpose except for the purposes of the Client's Engagement of the Nanny.
- 11.18 The Client may disclose details regarding a Nanny to the Family Members and the Staff who need to know those details in connection with the Client's Engagement of the Nanny, provided that the Client ensures those Family Members and Staff:
- 11.18.1 only use those details for the purposes of the Client's Engagement of the Nanny; and
- 11.18.2 do not disclose those details to any other Third Party.
- 11.19 Where:
- 11.19.1 the Client; or
- 11.19.2 any person to whom the Client discloses a Nanny's details under Clause 11.18, discloses (directly or indirectly) the Nanny's details to a Third Party and that Third Party subsequently Engages the Nanny within 12 months from the date Norland Introduced the Nanny to the Client, the Client shall pay Norland a Permanent Placement Fee as set out in Clause 11.2. There is no entitlement to any refund to the Client or to the Third Party in relation to fees paid in accordance with this Clause 11.19.

## **12 INVOICES**

- 12.1 Norland may invoice the Client for Norland's fees at any time.
- 12.2 Norland shall add VAT to its invoices at the prevailing rate (where applicable) which shall be payable by the Client to Norland in addition to the principal sum invoiced.
- 12.3 The Client shall pay Norland's invoices within 14 days of the date of the invoice.
- 12.4 All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated within Clause 12.3 unless the Client notifies Norland in writing within five calendar days of receiving the invoice, stating the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify Norland that it wishes to dispute part of an invoice within that timescale, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with Norland in order to resolve the dispute as quickly as possible.
- 12.5 Norland reserves the right to charge interest on invoiced amounts overdue at the rate of 4% above the base lending rate of NatWest Bank.
- 12.6 The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Norland under or in connection with this Agreement.

## **13 REFUNDS - TERMINATION BY THE NANNY**

### **PERMANENT, FIXED TERM AND NQN VACANCIES**

- 13.1 Subject to Clause 13.4, if the Nanny's Engagement in a Permanent, Fixed Term or NQN Vacancy is terminated by the Nanny within the first eight weeks of the start of the

Engagement, the Client will be entitled to a refund of up to 80% of the Placement Fee as set out in Clause 13.2.

13.2 The refund shall be calculated as follows:

13.2.1 If the Nanny terminates the agreement before the Engagement starts, no fee shall be incurred;

13.2.2 if the Engagement terminates during the first week of the Engagement, Norland shall refund the Client 80% of the Placement Fee;

13.2.3 if the Engagement terminates after the first week of the Engagement and before the end of the eighth week of the Engagement, Norland shall refund the Client 80% of the Placement Fee minus 10% of the Placement Fee for each week of the Engagement completed by the Nanny up to eight weeks; and

13.2.4 if the Engagement terminates after the eighth week of the Engagement, Norland shall not refund the Client any of the Placement Fee.

### **TEMPORARY AND MATERNITY ENGAGEMENTS**

13.3 Subject to Clause 13.4, if the Nanny's Engagement in a Temporary or Maternity Vacancy is terminated by the Nanny before the scheduled end date for the Engagement, the Client will be entitled to a pro-rata refund of the Placement Fee for the unexpired period of the Engagement.

### **REFUND CONDITIONS**

13.4 All of the following conditions must be met in order for the Client to qualify for a refund under Clauses 13.1 or 13.3:

13.4.1 the Client must notify Norland that the Nanny's Engagement has ended within seven days of the Engagement ending or within seven days of notice being given to end the Engagement (whichever is earlier) together with the reasons for the early end of the Engagement;

13.4.2 Norland's invoice for the Placement Fee must have been paid within the payment terms in accordance with Clause 12.3;

13.4.3 the Nanny must have been Engaged by the Client for less than 12 months;

13.4.4 the Nanny must not have left the Engagement because he/she reasonably believed that the nature of the actual work was substantially different from the information the Client provided prior to the Nanny's acceptance of the Engagement; and

13.4.5 the Nanny must not have left the Engagement as a result of discrimination or other behaviour or acts committed against the Nanny by the Client, any Family Member, any Staff, any Guest or any other Third Party for whom Norland reasonably believes the Client should be responsible.

13.5 For the avoidance of doubt, no refund will be payable by Norland under Clauses 13.1 or 13.3 in respect of any week during part of which the Nanny carried out, or continued to carry out, his/her duties for or on behalf of the Client.

13.6 Where the Client re-Engages the Nanny (whether on a permanent or temporary basis, directly or indirectly) within 12 months of the end of the Engagement, the Client agrees that any refund paid to the Client under this Clause 13 in respect of that Nanny, shall be immediately repaid to Norland by the Client.



## **14 REFUNDS - TERMINATION BY THE CLIENT**

- 14.1 Subject to Clause 14.3, if the Engagement of the Nanny is terminated by the Client, the Client may be entitled to a refund of the Placement Fee.
- 14.2 The decision as to whether the Client is entitled to a refund of the Placement Fee and the amount of any refund shall be determined by the Principal or Senior Leader of Norland College at their sole discretion after the matter has been fully investigated.
- 14.3 All of the following conditions must be met in order for the Client to qualify for a refund under Clause 14.1:
- 14.3.1 the Client must notify Norland that the Nanny's Engagement has ended within seven days of the Engagement ending or within seven days of notice being given to end the Engagement (whichever is earlier) together with the reasons for the early end of the Engagement;
  - 14.3.2 Norland's invoice for the fee must have been paid within the payment terms in accordance with Clause 12.3;
  - 14.3.3 the Nanny's Engagement must be terminated by reason of the Client's serious dissatisfaction with the Nanny's conduct or capability and not for any other reason;
  - 14.3.4 the Nanny must have been Engaged by the Client for less than 12 months;
  - 14.3.5 the Client must have made a written complaint about the Nanny to Norland in accordance with Norland's Cause for concern policy (as updated by Norland from time to time) and within the timeframes set out within the Cause for concern policy; and
  - 14.3.6 the Nanny must not at any time in the 12 months prior to the start of the Engagement have been Engaged (whether on a permanent or temporary basis, directly or indirectly) by the Client or any Family Member.
- 14.4 Where the Client re-Engages the Nanny (whether on a permanent or temporary basis, directly or indirectly) within 12 months of the end of the Engagement, the Client agrees that any refund paid to the Client under this Clause 14 in respect of that Nanny, shall be immediately repaid to Norland by the Client.

## **15 NANNY EXPENSES**

- 15.1 Subject to Clause 15.2:
- 15.1.1 for all Vacancies, the Client shall reimburse all expenses incurred by any Nanny who travels overseas to attend an interview with the Client; and
  - 15.1.2 for all Vacancies based within the UK it is at the discretion of the Client to reimburse travel for interviews.
- 15.2 The Client will only be required to pay the expenses under Clause 15.1 where:
- 15.2.1 for expenses incurred by Nannies travelling overseas, the expenses have been approved by the Client in writing prior to the Nanny incurring the expenses; and
  - 15.2.2 for all expenses incurred by Nannies, the Nanny provides the Client with receipts or proof of mileage to prove the expenses have been incurred.

## 16 LIABILITY

- 16.1 Norland may from time to time make available to the Client via the Norland Website or by other electronic or hard-copy means guidance, publications and other information relevant to childcare, the role of the nanny and the employment and engagement of nannies in the UK or overseas ("**Information**"). The Client acknowledges that:
- 16.1.1 the Information is provided for general information only. It is not intended to amount to advice upon which the Client should rely. The Client must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the Information;
  - 16.1.2 whilst Norland uses reasonable endeavours to keep the Information up to date, Norland makes no representations, warranties or guarantees that the Information is accurate, complete or up to date.
  - 16.1.3 the Client is responsible for the arrangement and agreement with the Nanny of medical examinations and/or investigations into the medical history of any Nanny where necessary as stated in clause 8.3.
- 16.2 Where the Norland Website contains links to other websites and resources provided by third parties, these links are provided for the Client's information only. Such links should not be interpreted as Norland's approval of those linked websites or information which the Client may obtain from them. Norland has no control over, and shall have no Liability for those websites or resources.
- 16.3 Norland may from time to time provide the Nanny with guidance, publications and other information relevant to childcare and his/her role as a nanny. The guidance, publications and information are provided by Norland solely for the benefit of the Nanny and Norland shall have no Liability to the Client in respect of the guidance, publications or information provided or for the Nanny's use of the guidance, publications or information.
- 16.4 Norland may from time to time recommend third party service providers to the Client. Whilst those recommendations are made by Norland in good faith, the Client acknowledges that Norland shall have no Liability in respect of those third party service providers.
- 16.5 Norland shall use reasonable endeavours to ensure the Nanny has the required standard of skill, experience and necessary qualifications as stated in the Vacancy; nevertheless, Norland is not Liable for any loss, expense, damage or delay arising from or in connection with any failure on the part of Norland or of the Nanny to evidence such to the Client nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill, experience or qualifications of the Nanny.
- 16.6 The Client will Engage the Nanny directly. Therefore, the Client is solely responsible for ensuring the Nanny's Engagement complies with all applicable laws and regulations and for all matters related to the Nanny's Engagement and Norland shall have no Liability to the Client in respect of such matters.
- 16.7 Norland is not Liable for any indirect or consequential losses or damage including but not limited to; loss of profits, revenue, goodwill, anticipated savings or for claims by third parties arising out of Norland's performance or failure to perform any of its obligations in this Agreement.
- 16.8 Nothing in this Agreement shall exclude or restrict any Liability of Norland to the Client for death or personal injury caused by Norland's negligence, for fraud or fraudulent statements or for any other Liability which cannot be lawfully limited or excluded.

- 16.9 The Client shall obtain professional or specialist advice before taking, or refraining from taking, any action relating to the Client's Engagement of the Nanny.
- 16.10 The Client shall reimburse Norland against any costs, claims or liabilities incurred by Norland arising out of or in connection with this Agreement including as a result of:
- 16.10.1 any breach of these this Agreement by the Client;
- 16.10.2 any breach by the Client or by a Third Party or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation, the Conduct Regulations and Data Protection Legislation); or
- 16.10.3 any unauthorised disclosure of a Nanny or NQN's details by the Client or Third Party or any of its employees or agents.
- 16.11 Save as required by law, the total Liability of Norland arising out of or in connection with this Agreement is limited to £5,000.00 (five thousand pounds).

## **17 CANCELLATION RIGHTS**

- 17.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
- 17.1.1 the Client has the right to cancel this Agreement within 14 days of entering into this Agreement (the "Cancellation Period"); and
- 17.1.2 Norland must not start Introducing Nannies to the Client until the end of the Cancellation Period unless the Client makes an express request to Norland.
- 17.2 By entering into this Agreement:
- 17.2.1 the Client expressly requests that Norland starts Introducing Nannies to the Client with immediate effect and during the Cancellation Period; and
- 17.2.2 the Client acknowledges that:
- (a) if the Client cancels this Agreement during the Cancellation Period, the Client remains liable to pay Norland all Placement Fees which accrued during the Cancellation Period; and
- (b) the Client will lose the right to cancel this Agreement during the Cancellation Period once the Client Engages a Nanny in the Vacancy.
- 17.3 The Client must give Norland written notice to cancel this Agreement during the Cancellation Period.
- 17.3.1 To exercise the right to cancel, the Client must inform Norland of its decision to cancel this Agreement at the address provided for Norland at clause 2.
- 17.3.2 The Client may use the attached model cancellation form, but it is not obligatory.
- 17.4 Subject to clause 17.2.2, if the Client cancels the Agreement in accordance with this clause Norland will reimburse to the Client any payments received for services not provided.
- 17.5 Norland will make the reimbursement under clause 17.4 without undue delay, and not later than 14 days after the day on which notice of the Client's decision to cancel the Agreement is received.

17.6 Unless otherwise agreed in writing, Norland will make the reimbursement using the same means of payment as the Client used for the initial transaction and the Client will not incur any fees as a result of the reimbursement.

## **18 DATA PROTECTION**

18.1 The Parties will need to share Personal Data to meet the objectives of this Agreement.

18.2 The Parties acknowledge that they are each a Controller for the Agreed Purpose.

18.3 Each Party shall only Process Shared Personal Data received from the other Party for the Agreed Purpose.

18.4 Each Party shall ensure it has a fair and lawful basis for Processing the Shared Personal Data.

18.5 Each Party shall comply with all applicable requirements of the Data Protection Legislation with respect to its Processing of the Shared Personal Data.

18.6 Each Party shall, in respect of Personal Data which it collects from a Data Subject and provides to the other Party and before it provides that Personal Data, ensure that its privacy notices are provided to the Data Subject and that those privacy notices meet all the requirements of Data Protection Legislation.

18.7 The Parties shall take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.

18.8 The Client shall notify Norland within three clear calendar days if a Data Subject or the Information Commissioner's Office raises any enquiry, concern or complaint about how the Client or Norland has handled the Shared Personal Data. The Client shall also notify Norland within one calendar day if the Client becomes aware of any breach of confidentiality, privacy or Data Protection Legislation. The Client shall provide full co-operation and assistance to Norland in relation to any enquiry, concern, complaint or breach raised.

18.9 Nothing in section 18 shall prevent Parties or a Nanny from carrying out safeguarding duties and/or making disclosures (whether of actual, or of a perceived risk, of harm) to relevant authorities, professional bodies and/or healthcare workers.

## **19 COMPLAINTS**

19.1 If the Client has any questions or concerns about any matter related to this Agreement, the Client should let Norland know as soon as possible, otherwise, the Client can follow Norland's Formal Complaints Procedure for External Stakeholders (as updated by Norland from time to time) which is available from Norland or from the Norland Website.

## **20 GENERAL**

20.1 Where there is more than one Client named on the Instructions, each Client's liability under this Agreement shall be joint and several.

20.2 Norland shall not be liable for any delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event outside Norland's reasonable control.

20.3 Any failure by Norland to enforce at any particular time any one or more of its rights under this Agreement shall not be deemed a waiver of such rights or of the right to enforce that right subsequently.

- 20.4 No provision of this Agreement will be enforceable by any person who is not a party to it pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 20.5 If any provision of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement will remain in full force and effect.
- 20.6 No variation or alteration of this Agreement will be valid unless approved in writing by the Client and Norland.
- 20.7 This Agreement will be construed in accordance with English law and the Parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Signed for and on behalf of Norland



Signed by Clients

.....

Date

.....

**MODEL CANCELLATION FORM**

*(Complete and return this form only if you wish to withdraw from the Agreement)*

To: Norland College Limited, Norland College, York Place, London Road, Bath, BA1 6AE

Email Address: [agency@norland.ac.uk](mailto:agency@norland.ac.uk) or [nqn@norland.ac.uk](mailto:nqn@norland.ac.uk):

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service **[describe]**,

Ordered **on [date]**,

Name of **Client(s)**,.....

Address of **Client(s)**.....,

Signature of **Client(s)** (only if this form is notified on paper),

.....

Date .....

[\*] Delete as appropriate