

Employing a Newly Qualified Nanny (NQN) Guide



NQN Team Norland College York Place London Road Bath BA1 6AE

01225 904033 (NQN Team) 01225 904040 (Norland College)

NQN@norland.ac.uk www.norland.ac.uk/agency/nqn

Contents

Definitions	3
About Newly Qualified Nannies	3
Criteria for employing an NQN	
How to Register for an NQN	5
Salary Information	5
Taxes, Pensions and Additional Information	6
NQN Placement Fees	6
Travel Expenses	7
What to expect from an NQN	7
Training whilst at Norland College	8
Nanny Documentation	8
Full NQN Application Process Flowchart	11
Interview Process	12
Contracts	13
Employers Liability Insurance	13
Ofsted	13
Useful Websites & Numbers	13
Appendix Contents	
Appendix 1 - NQN Terms and Conditions	14
Appendix 2 - Interview Questions	

Definitions

Sole Charge

Sole charge is when the nanny is left with the sole responsibility for the children throughout the day. This includes if children are at school or nursery, the nanny will still have sole charge once they have been picked up or if they are ill.

Shared Care

Shared care is when the nanny will share the care of the children with the parent or grandparent throughout the day. Please note, NQNs are not allowed to provide shared care with another nanny or qualified practitioner.

Mix of Sole Charge and Shared Care

This is a mixture of both of the above. It may be that a parent will require the NQN to share care of the children on a couple of days, but on some days the parent requires the NQN to have sole charge of the children or perhaps have sole charge of one child while the parent has one to one time with the other.

Daily (Live-Out)

This is when the NQN has their own accommodation that they pay for, so the NQN will commute to and from work each day. If the NQN works in a daily position the weekly hours are a minimum of 45 hours per week and a maximum of 50 hours per week. The maximum is slightly less than a residential position to allow the NQN time to commute to and from the family home.

Residential (Live-in)

This is when you will provide accommodation, whether it be a bedroom within your family home, a basement flat, a guest house at the bottom of the garden, or a flat down the road. You cover the cost of the NQN's accommodation and bills. If the NQN is in a residential position the weekly hours are a minimum of 45 hours per week and a maximum of 60 hours per week plus one evening of babysitting (until 11pm excluding the last working day of their week). The NQN is required to have a minimum of their own private bedroom and bathroom. The bathroom can be shared, but only with children.

Nursery Duties

These are the duties the nanny is responsible for in addition to the physical and educational needs of the children. They include the cooking, cleaning and laundry for the children within their care.

Nanny Documentation

These are documents the nanny should keep in order to record and communicate effectively with the parents. NQNs are required to keep a nanny diary, learning journal (for each child), , weekly menu plans and weekly activity plans.

About Newly Qualified Nannies

All Newly Qualified Nannies (NQNs) have completed three years intensive Early Years training at Norland College including the <u>BA (Hons) Early Years Development and Learning</u>, and the first part of their <u>Norland Diploma</u>. Successful completion of the NQN post is the final part of the Norland Diploma qualification. All of our NQNs are qualified to work independently with children but have not yet achieved their full Norland Diploma.

The NQN post is the first time the student will work full time as a professional nanny. Although they are qualified Level 6 practitioners, they do require additional support throughout the 12 months. It is recommended that a regular communication time is set aside each week for discussion and review. The NQN Team are available throughout the 12 months via email and telephone to support and advise both you and the NQN. We will also conduct regular progress checks via email with you, and the NQN will be visited in the family home by one of our NQN Consultants during the 12 months to assess their practice, documentation and provide overall support to both the family and the NQN. A requirement for employing an NQN is the completion of appraisal forms at 4, 8 and 12 months. The appraisals are an opportunity for you to sit down and talk to the NQN about their progress and for both parties to celebrate achievements and set action plans where needed. The appraisal should be a two-

way communication between both parties.

Each new Set of NQNs will be able to start applying for positions from the end of June each year. However, we will continue to take applications throughout the year until all NQNs are placed. Please contact the NQN Team throughout the year to enquire about the remaining availability of NQNs.

All NQNs are required to attend interviews with at least three separate families, this is to ensure the NQN gains interview experience and also has a comparison of jobs. You should expect the NQN to come to the interview in their full formal uniform and bring a portfolio with them which will include menu plans, examples of activities, testimonials, information about themselves and their training. If you prefer, in some cases, the first interview can be a Skype or FaceTime video call. In this instance, following a successful video call (in which the NQN is still expected to wear their formal uniform), you can then decide to progress to a face to face interview, or even to the second interview.

If you are interested in hiring an NQN you will be required to carry out a second interview, during which the NQN will be expected to spend a full day with you and the children (24 hours for a residential position and 12 hours for a daily position). You may invite more than one NQN to a second interview (separately) in order to help you make an informed comparison.

Sadly, we cannot guarantee an NQN for every vacancy as the demand for NQNs far exceeds the number we have available to place. We therefore always recommend that you consider other childcare options alongside your registration, though we assure you that every effort will be made to assist you in your search for an NQN. We pride ourselves on the calibre of our NQNs and carefully consider the needs of your family alongside the NQN's experience when supporting them with their interview choices.

Criteria for Employing an NQN

In order for a position to be suitable for an NQN placement, families must require a nanny for at least one child who is not attending either full-time nursery or school. The reason for this is so that NQNs can have experience of documenting and planning for children's learning using the Early Years Foundation Stage Framework, which applies to children from birth to 4 years 11 months old.

NQNs may be employed to work in sole charge or shared care positions or a mixture of the two. There is a minimum requirement for the NQNs to work at least 45 hours per week. Daily Nannies (live-out) may work a maximum of 50 hours per week and Residential Nannies (live-in) a maximum of 60 hours per week plus one evening of babysitting (until 11pm excluding the last working day of their week). Occasional additional hours may be negotiated directly with the NQN outside of the contract and paid in addition by an hourly rate.

The NQN is required to have a minimum of their own private bedroom and bathroom. The bathroom can be shared, but only with children.

Please note, NQNs are not 24/7 nannies and must have two consecutive days off each week. This is usually a weekend but can be flexible depending on your family requirements. NQNs are unable to take positions outside of England but may travel abroad with the family for short periods of time. NQNs are also unable to work in a nanny share position.

If your position does not meet the above criteria, please contact the Norland Agency who will be able to discuss your childcare requirements and register your details for a fully qualified Norland Nanny - Norland Agency www.norland.ac.uk/agency.

NQNs are required to work in England or Wales, and we cannot therefore register overseas positions for NQNs.

Holiday entitlement per year for an NQN is limited to 33 days per year for fairness of assessment purposes.

How to Register for an NQN

The first part of the registration process will be completed online, via our website. Once you have submitted the online form, we will contact you to confirm whether your position is eligible for an NQN and then ask you to send us more detailed information about your vacancy. The more detail we receive from you, the better placed the NQN will be in deciding to register an interest in your position. We will also then need you to send us a copy of your child / children's birth certificates and a form of proof of address, such as a recent council tax or utility bill. These documents form an essential part of the safeguarding process for our NQNs and we cannot complete your registration without them. Following on from this, we will publish details of your vacancy onto our NQN job list. The NQNs will then view the job list and request for their CV to be sent to positions where the NQN feels their skills match the family requirements. This is a rolling process and can take a number of weeks or even months in some cases to complete. Therefore, please do not be discouraged if you do not receive a CV straight away. However, sadly, we cannot guarantee an NQN for every vacancy as the demand for NQNs far exceeds the number we have available to place.

Salary Information

Salaries based on a 60-hour week for Residential (plus 4 hours babysitting) and 50-hour week for Daily

Salaries based on a ser near treek to reconstruct (plass 1 nears base) sitting, and ser near treek to base				
Location	Gross Per Year (64 or 50-hour week)	Gross Per week	Employers NI Contribution	Total Employer cost without fee
London Daily	£30,000 - £34,000	£577 - £654	£2,949 - £3,501	£32,949 - £37,501
London Residential	£27,200	£523	£2,562	£29,762
Home Counties Daily*	£28,000 - £32,000	£538 - £615	£2,673 - £3,225	£30,673 - £35,225
Home Counties Residential*	£26,901	£517	£2,521	£29,422
Regional Daily	£26,000 - £30,000	£500 - £577	£2,397 - £2,949	£28,397 - £32,949
Regional Residential	£26,601	£512	£2,480	£29,081

Salaries Pro Rated from above based on a 45-hour week for comparison

Salaries 110 Rated from above based on a 45 floar week for comparison					
Location	Gross Per Year (Pro Rata 45 Hour week)	Gross Per week	Employers NI Contribution	Total Employer cost without fee	
London Daily	£27,100 - £30,700	£521 - £590	£2,549 - £3,045	£29,649	
London Residential	£18,239	£351	£1,326	£19,565	
Home Counties Daily*	£25,300 - £28,900	£487 - £556	£2,300 - £2,797	£27,600 - £31,697	
Home Counties Residential*	£18,028	£347	£1,297	£19,325	
Regional Daily	£23,500 - £27,100	£452 - £521	£2,052 - £2,549	£25,552 - £29,649	
Regional Residential	£17,818	£343	£1,268	£19,086	

^{*}Home Counties include Berkshire, Buckinghamshire, Essex, Hertfordshire, Kent, Surrey and Sussex.

(All residential salaries have already had the Accommodation Offset Allowance (£57.40 per week) deducted from the salary to give the final figure. All salaries meet at least the minimum wage per hour with this offset calculated).

All NQN employers are responsible for paying a gross salary and are responsible for the deduction and payment of Income Tax and National Insurance contributions. Employers must provide a written statement of earnings (payslip) and deductions to the NQN on a monthly basis.

The salary for a Residential NQN (live-in) is non-negotiable and takes into account the accommodation offset.

For a Daily NQN (live-out), the salary is negotiable and should be discussed with the NQN. Please be aware that live out nannies will need to offset their travel costs, provide their own accommodation and living expenses, which is not included in the live out salary.

One evening of babysitting can form part of the residential salary (Mon-Thurs until 11pm), but **NOT** the daily salary. If you require your Daily Nanny to babysit this will need to be agreed prior to the event and recorded as additional payment.

All salaries are shown as gross (i.e. including employee's tax and National Insurance contributions but excluding employer's National Insurance Contributions**) rather than net (excluding tax and NI).

**It is important to note that a potential NQN Employer will need to add Employer's National Insurance Contributions to arrive at a total annual cost. We encourage you to consult your accountant or a payroll agency for further information regarding payroll and the tax and national insurance contributions payable. Details of payroll companies which work with nannies can be found here: www.norland.ac.uk/agency/help-advice/legal-responsibilities/

All NQNs must be paid through payroll and be given detailed weekly/monthly payslips. We will insist on seeing a copy of the NQN's first payslip to ensure that this is in order.

Cash payments, i.e. 'cash in hand' should not be offered at any time to any NQN whilst in their post. This can put them in a very difficult situation and is potentially an illegal act. If we are made aware of any family insisting that the NQN accept these payments, we would advise the NQN to give their notice to the family as we would not be able to continue to support them in that role as an NQN.

Please ensure that any additional payments such as proxy parenting and babysitting are recorded to ensure that the tax and NI contributions are paid correctly.

Taxes, Pensions and Additional Information

Details of payroll companies which work with nannies can be found here: www.norland.ac.uk/agency/help-advice/legal-responsibilities/

These payroll companies can also advise you on auto-enrolment pension legislation. You will need to comply with the Employers' pension duties in respect of the NQN in accordance with Part 1 of the Pensions Act 2008. Further information can be sought from www.legislation.gov.uk/ukpga/2008/30/contents website.

Up-to-date information about taxable benefits can be found on the HMRC website www.hmrc.gov.uk

NQN Placement Fees

We do not charge a registration fee to solely register your vacancy with us. NQN placement fees are a one-off payment payable to Norland College following a confirmed placement and start date.

The placement fee is calculated at 10% of the NQNs standard gross annual salary plus VAT. This placement fee is non-negotiable and covers the administration both during and after the introduction; this includes interview and contract support, as well as telephone and email support throughout the year for both you and the NQN. You will receive an invoice when the NQN starts their position with your family which will be payable within 14 days as per our Payment Terms.

Payment Terms – See Appendix 1, NQN Terms and Conditions

Rebate Period – See Appendix 1, NQN Terms and Conditions

Every effort will be made to introduce suitable applicants, but the final decision to engage an NQN must be the employer's responsibility. Please note – names of the NQNs are given to employers in the strictest confidence. Should they be passed on to other employers and subsequently engaged, the usual placement fee will be charged.

Travel Expenses

For all vacancies based within the UK, it is at the discretion of the employer to reimburse travel for interviews.

What to Expect from an NQN

As well as providing for the physical and educational needs of the children, NQNs are responsible for all nursery duties, such as cooking cleaning and laundry for the children. However, this is at the discretion of the employers and can be fully or partially completed by other members of staff within the household.

Typical duties include:

- Physical care of the children.
- Supporting and providing activities for the holistic development of the children.
- Communicating with parents on all aspects of the care of the children.
- Completing nanny documentation in order to keep the parents informed about their children's care, wellbeing and development. (the documentation required for the NQN position is a nanny diary, learning journal for each child, weekly menu plan, weekly plan of activities)
- Providing well balanced and nutritious meals appropriate to the needs of the children.
- Taking children to playgroup / nursery / school.
- Taking children on outings appropriate to their age and stage of development.
- Taking the child or children on playdates or arranging these in the family home; prior approval from the employer must be sought.
- Preparing for special occasions such as birthday parties.
- Caring for children when they are unwell and administering medicine(s), and taking them to the doctor if necessary and with the consent of the employer.
- Travelling with the children and preparing for holidays, weekend visits etc.
- Cleaning and tidying the nursery, bedroom, playroom and other areas agreed with the parents.
- Cleaning, laundering and mending the children's clothes and toys.
- Being responsible for all equipment related to the care of the children, including the cleaning and maintenance of items such as sterilisers, buggies, car seats, etc.
- Taking responsibility for the nanny purse and making sound judgements when purchasing items from the nanny purse; obtaining a receipt and providing a fully detailed list of weekly expenses.
- Cleaning and tidying the accommodation provided for the nanny.

If you wish for your NQN to complete any other duties not included in the points above, it is recommended that you discuss these duties together and mutually agree when and how these will be completed.

Please note that NQNs generally are not expected to (this list is not exhaustive):

- Cook and clean for the whole family in addition to the agreed nursery duties.
- Exercise, feed, bath or oversee any health care of pets unless otherwise agreed.
- Use their own personal money for any nursery expenses.
- Maintain the nanny car, including servicing, tax and insurance.
- Run errands for the adults within the family (e.g. dry cleaning, collect prescriptions, etc.) unless mutually agreed.

Our <u>BA (Hons) Early Years Development and Learning degree</u> is unique. It is a 3-year full-time course that combines degree level study with practical sessions and experience with children, enabling the students to put the theory into practice. Running alongside the degree, and for one year after leaving the college, students will work towards achieving the prestigious <u>Norland Diploma</u>. It is this qualification that sets our nannies apart from other early years professionals and adds an even greater array of practical skills and experience to their toolkit.

The academic teaching on the BA draws on approaches from many disciplines including psychology, child health, history, philosophy, social science, literature and education. Outside speakers are regularly invited to the college to give our students the opportunity to listen to other experts in the field.

The Norland Diploma is a distinctive and prestigious qualification which is studied alongside the degree course. All students must successfully complete not only their degree but also each element of the Norland Diploma in order to use the title 'Norland Nanny' (or 'Norlander').

Throughout the training students will spend approximately half of their time gaining a wealth of experience with children in a variety of settings, including:

- Nurseries
- Family Centres
- Primary Schools
- Family Homes Residential and Daily
- Special Needs schools
- Hospital placement in the maternity and/or paediatric wards

The final module of the Norland Diploma is the NQN year. Following the successful completion of three years at college, the NQN year is spent working as a nanny in paid employment supported by the dedicated NQN team. This first position helps consolidate skills and build on what the students have learned during their time at college, whist having a team on hand to support. The purpose of the NQN year is to maintain the high standards expected of a Norland Nanny.

Successful completion of the NQN year will result in the award of the Norland Diploma and Badge, use of Norland Agency, the title 'Norlander' and the life-long support of Norland.

Nanny Documentation

NQNs are expected to complete Nanny Documentation for their employer in relation to the care and development of the children. This means carefully observing the children to assess development, learning, interests, likes and dislikes in order to plan suitable and engaging activities and meals to meet the individual needs of the children. It is also an integral part of their Unit 10 coursework, as NQNs need to evidence that they All our NQNs are required to keep a daily nanny diary, weekly menu plan, weekly planner and learning journal for each child to assist the NQN Team in assessing the work of the NQN. In addition, Norland believe nanny documentation is an essential tool in assisting with good communication between the nanny, her/his employers and any other people involved in the care of the children. These written records can also be useful in avoiding misunderstandings and ultimately support with the safeguarding of the children and the nanny. All nanny documentation about the children is the property of the family and should be left with the family once the nanny leaves the position.

Nanny Diary

The NQN will be expected to complete a detailed nanny diary on a daily basis. The purpose of the nanny diary is to note relevant information each day about the care of the children and it should be used in addition to a verbal hand over and group messages. The nanny diary should also be available for the employer to write any necessary information that the nanny may need to know in the morning, for example, any medication administered to the child during the night. It is recommended that the nanny diary is kept in a designated place where everyone involved with the care of the children can have access.

Essential information to include in the nanny diary:

- Parents' contact numbers (at front of diary)
- Emergency contact numbers (3rd person, GP, Dentist)
- Accident record
- Medication types, times and amounts
- Visits to doctors, dentist etc. a written account of what was said

What else to expect in a nanny diary (this list is not exhaustive):

- Sleep times (if applicable)
- Food
- Mileage (if applicable)
- Trips and costs detailed in advance
- Homework (if applicable)
- Cleaning carried out or that needs to be done
- Nappies / toileting times etc. (if applicable)
- Section for parents' comments
- Activities regular and proposed trips for school holidays (if applicable)
- Account of what has happened in the day
- Spending / budgets
- Party invitations and play dates when, where, presents?
- Babysitting arrangements

Weekly Activity Plan

NQNs should produce a weekly plan, in discussion with the parents and according to their preferences, which shows what developmental and educational activities the NQN has planned for the week. The NQN will be expected to understand the unique characteristics and interests of each of the children they are caring for and should plan activities that are developmentally appropriate for each child. The weekly plan should, where applicable, include activities using the following criteria:

- Developmental and educational activities to promote the next steps identified in the learning journal
- Activities both inside and outside of the home
- A variety of structured activities, free play, adult-led and child-led learning
- Groups, classes or play dates
- Day trips
- Time spent with the child/ren's family or friends
- Nursery or school

Menu Plans

Whilst at Norland College the students receive extensive teaching in Food and Nutrition. During these lectures they are taught how to prepare, cook and present a wide variety of foods. Using this knowledge, it is then expected that the NQNs create a weekly menu plan which can be discussed with the parents. It is the NQN's responsibility to know about allergies, intolerance, likes and dislikes, as well as parental preferences, and to accommodate these within the plan. We would also encourage the NQNs to regularly incorporate foods that the children may not have tried before to develop the child/ren's palate. We would encourage both parties to agree a day of the week by which the menu plan will be available for the parents to review before the start of the next week. In our experience having a shared online shopping list works well, to which the parents can add their own food to avoid food wastage. It should also be agreed how the shopping will be purchased and by whom.

Learning Journal

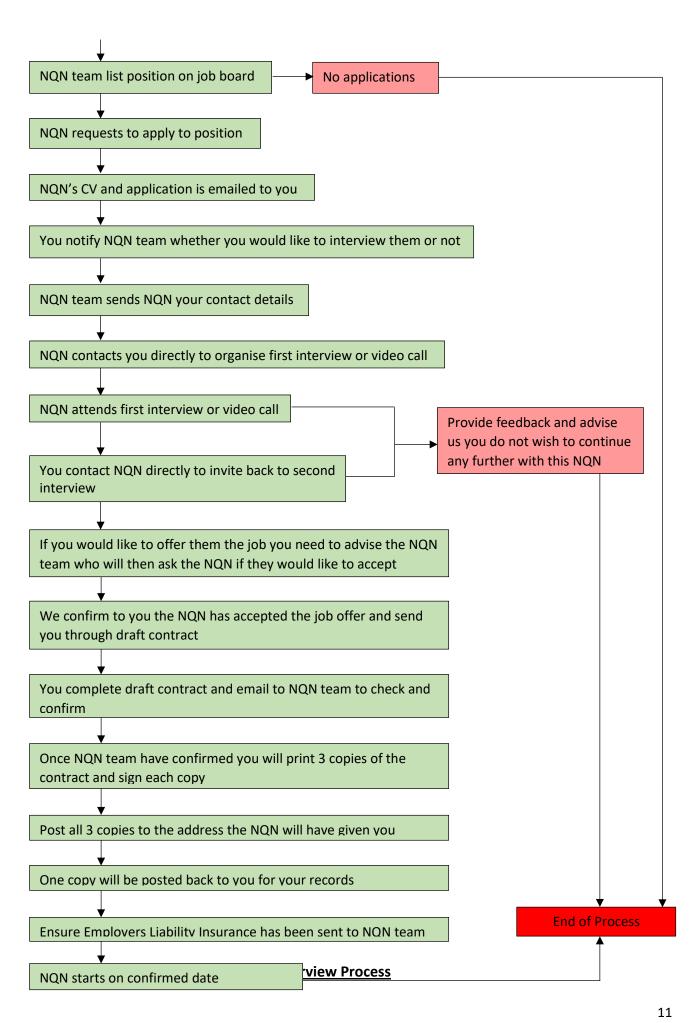
NQNs are expected to keep a learning journal for each child in their care, in order to document their achievements, interests, learning and development. This in turn will help the NQN plan activities according to the individual child's needs and provide an overview of child's developmental and educational journey. This learning journal will include observations that the nanny takes of the child/ren in order to record and assess development. Observations might include a descriptive written observation, a short snapshot written observation, a photo, account of the day or piece of artwork (this list is not exhaustive as there are many forms of observation). The observation will then be assessed against a child's personal achievement or interest, schema or other theory and if the child is under 5 the Early Years Foundation Stage (EYFS). And finally, the journal should also include next

steps for development and learning which the NQN will identify based on the observation and assessment. This will in turn inform the weekly activity planning for the child/ren. For children under 5 the NQN should also keep an EYFS overview to ensure all areas of development are being observed and planned for. This can also be a useful overview to guide the NQN in their planning and provide the parents with an overall understanding of their child/ren's development. If the child is older, it is nice for them to be more involved in the compilation of the learning journal and they may like to write or draw their own entries.

The learning journals should be started within the first few weeks of the NQN year and include at least one entry per week or more where appropriate. The journals should be available for families to look through at any time and the NQN should make sure that parents are made aware of new additions to these documents.

Please note, the nanny documentation will need to be emailed to the NQN Team by the NQN as requested throughout the year. This will be stored confidentially as per our Terms and Conditions, please see Appendix 1 – NQN Terms and Conditions.

Full NQN Application Process Flow Chart



Once you have received an application from an NQN you will need to let the NQN Team know if you would like to meet with the NQN for interview. The NQN Team will then pass your contact details on to the NQN and advise them to contact you directly to organise a convenient time and date to attend a first interview or set up a video call.

If you would like to proceed to a second interview, the NQN will be expected to spend a full day with you and the children (24 hours for residential nannies and 12 hours for a daily position). If the NQN does not wish to accept your offer of a second interview, you will be informed by the NQN as soon as possible. We would prefer any offer of a second interview to be discussed with the NQN Team so that Norland is kept fully informed.

Video Call Interview

If you would prefer to have an initial video call (Skype / FaceTime etc) with the NQN prior to meeting them face to face, then this can be arranged when they first contact you. The NQN will be expected to be in their formal uniform and you can use this as a first stage interview. (See "First Interview" below). Following this video call, you can then decide whether you would then like to progress to a face to face meeting. We would highly recommend that the next meeting takes a similar format to the "First Interview" below, however, if both you and the NQN feel that the video call was in depth enough, you could choose to then progress to a "Second Interview".

First Interview

At the first interview the NQN will come and meet with you at your family home. The NQN will arrive in their formal Norland uniform (unless you specifically request for them not to) and will bring with them their personalised portfolio. The first stage interview is a more formal interview; this is when you can ask the NQN any questions you would like to know the answers to (*Please see Appendix 2 - Interview Questions*); and also, when the NQN can ask you some questions regarding the role. The NQN will also show you their portfolio which will give you a snapshot/insight into their skills and interests.

If following this interview, you are keen to progress to the next stage interview, we would advise you to wait for the NQN to leave and then contact the NQN Team with your feedback and whether you wish to invite them back to a second interview. We can then speak with the NQN and obtain their feedback and advise them that you have invited them to a second interview. This helps eliminate any embarrassment or feeling of pressure for the NQN to agree to a second interview if they are unsure, thus wasting your time. Alternatively, if you do not wish to proceed with the NQN, again please contact the NQN Team and provide us with some feedback as this will be helpful to pass onto the NQN to help them in future interviews.

Second Interview

The second interview is more of a trial day. If your position is a daily vacancy the nanny will need to complete a 12-hour interview, or 24 hours if the position is a residential vacancy. This will give the NQN an insight into what a typical day will be like working for you. The NQN will not wear their formal Norland uniform at this interview, as they will need to wear practical clothes to play with the children. The NQN is likely to have organised an age appropriate activity to do with the child/ren, to give you an example of what activities they are likely to plan if they were to work for you. You can show the NQN the local area, discuss some longer-term goals you would like a nanny to work towards with the children and also the child's individual needs. It is a good idea to leave the child/ren to play or complete an activity with the NQN and try and take a step back and observe how they interact.

Making an offer

Following the second interview, if you are happy with how the interviews went, you can make an offer to the NQN. The best way to do this is again by contacting the NQN team so we can contact the NQN to eliminate any feeling of pressure to accept if they are unsure. We will also require an offer via email before the next steps can commence.

If you are still not completely sure following the second interview, you can invite the NQN back for a third interview to spend some more time together and see if this helps you to confirm a decision. Should you not wish to proceed following the second interview with the NQN, then as with the first interview, please let the NQN team know and provide us with some feedback. We are then happy to let the NQN know they

were not successful.

Contracts

Norland provides a standard contract of employment for the NQN. A copy can be emailed or posted to you. Once an offer has been accepted, we require a signed (by the NQN and the Employer) copy of this contract prior to the NQN starting employment. Please note that we cannot allow any NQN to start any position without a signed contract and a copy of your Employers' Liability Insurance. Please allow time for this to be processed and amend start dates if necessary.

Employers Liability Insurance

Employers must provide Norland College with proof of Employers Liability Insurance which covers the NQN. Please ensure you check your current Home Insurance Policy, as the majority will already include 'Employers Liability Insurance', which covers Nannies working within the home. If your current policy does not already include this cover, you will need to contact your home insurance provider and ask for this to be added onto your policy, or alternatively you can take out a specific policy to cover the NQN.

Ofsted

NQNs are not Ofsted registered. If you wish the NQN to be registered with Ofsted to enable you to utilise the Childcare Voucher Scheme, you will be responsible for any fees incurred. More details about Ofsted or of how the NQN can register with Ofsted can be found on the following websites:

www.gov.uk/government/organisations/ofsted www.nannytax.co.uk/ofsted-registration/registering

Useful Websites and Number

Nanny Payroll Providers

Parental Choice - http://www.parentalchoice.co.uk/ - 02089 796453

Nanny Tax - http://www.nannytax.co.uk/ - 02031 374401

Nanny Payroll Website - http://www.nannypayroll.co.uk/ - 01536 262100

Way2Paye - http://www.way2paye.co.uk/ - 01604 743346 Pay My Nanny - http://www.paymynanny.net/ - 01373 482050 Taxing Nannies - http://www.taxingnannies.co.uk/ - 02088 826847

Norland Contact Information

Norland College - http://www.norland.ac.uk/ - 01225 904040

NQN Team - NQN@norland.ac.uk - 01225 904033

Elspeth Pitman, NQN Manager – elspeth.pitman@norland.ac.uk – 01225 904037

Nia Holbrook, NQN Consultant – nia.holbrook@norland.ac.uk – 01225 904049

Lucy Rogers, NQN Consultant – lucy.rogers@norland.ac.uk – 01225 985510

Porcia Densley, NQN Recruiter - porcia@norland.ac.uk - 01225 904021

Tara Hyland, NQN Office Coordinator – tara.hyland@norland.ac.uk – 01223 904033

Appendix 1



NORLAND AGENCY 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 Nannies by Norland to the

Client for Engagement by the Client; and (b) any administration carried out by Norland in connection with (a)

or in connection with the Nannies generally;

"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;

"Data Controller" a natural or legal person, public authority, agency or other

body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

"Data Protection Legislation" means the General Data Protection Regulation EU 2016/679

(GDPR), the Data Protection Act 2018 (DPA 2018) and any national laws or regulations which implement, amend, extend, re-enact or consolidate the GDPR and/or DPA 2018 or constitute a replacement or successor data protection regime

to that governed by GDPR or DPA 2018.

"Data Subject" an identified or identifiable natural person about whom

Personal Data is Processed; an identifiable natural person is one who can be identified, directly or indirectly, by reference

to the Personal Data;

"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"

the details of the relevant Placement Fee(s) which may be charged by Norland to the Client as well as those 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 Clause5.1.2;

"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 "Introduce", "Introduced", "Introduced", "Introducing" 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 NQNs)

"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 http://www.norland.ac.uk (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 "Party";

"Personal Data information relating to a Data Subject such as a name, an

identification number, location data, online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person,

including opinions about a Data Subject;

"Permanent Placement Fee" the placement fee payable by the Client under Clause 11.2;

"Permanent Vacancy" as defined at Clause5.1.1;

"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" any operation or set of operations which is performed on

Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and "Processing" and "Processed" shall be construed accordingly;

"Regulator" any regulatory body with responsibility for the enforcement

of the Data Protection Legislation (which in the UK is the

Information Commissioner's Office);

"Shared Personal Data" any Personal Data provided by one Party to the other Party

for the Agreed Purpose;

"Residential Nanny / NQN" a Nanny who is provided with accommodation by the Client:

the Client being fully responsible for the payment and

maintenance of this accommodation;

"Staff" the Client's employees, contractors and agents;

"Template Employment

Contract"

as defined at Clause 0;

"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 Terms and Conditions for Clients;

"Third Party" any person who is not Norland or the Client;

"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;

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.

2.2 For NQN Vacancies, Norland's contact details are as follows:

2.2.1 Telephone Number: 01225 9040332.2.2 Email Address: 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 (including for the avoidance of doubt, where a Client has not signed these terms or the Instructions) 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.

4. BINDING THE CLIENT

- 4.1 Where a Third Party (such as the Client's Personal Assistant) instructs Norland on behalf of the Client the Third Party and the Client agree that the Third Party has authority to bind the Client and that:
 - the Third Party promises that it has authority to bind the Client to this Agreement;
 - 4.1.1 the Client shall be bound by this Agreement as if they themselves instructed Norland; and
 - 4.1.2 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 for either a Daily or Residential Nanny or NQN:
 - 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 6 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 1 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 Norland shall, prior to Introducing a Nanny to the Client, obtain copies of any relevant qualifications or authorisations of the Nanny. If requested, Norland shall provide copies of those documents to the Client before the Nanny starts the Engagement.
- 6.4 Subject to Clause 6.5, 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.
- 6.5 For NQN Vacancies, Norland shall comply with Clause 6.4 by:
 - 6.5.1 providing the Client with one reference from Norland; and
 - 6.5.2 incorporating information from an additional validated reference into the profile information used

by Norland to Introduce the Nanny to the Client.

- 6.6 Norland shall, prior to Introducing a Nanny to the Client:
 - 6.6.1 take reasonable steps, to ensure that the Nanny/NQN and the Client are each aware of each other's requirements.; and
 - 6.6.2 without prejudice to any of its duties under any enactment or rule of law in relation to health and safety at work, make reasonable enquiries, to ensure that the engagement would not be detrimental to the interests of the Nanny or the Client.
- 6.7 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 for the information or any omissions.
- 6.8 The Client is solely responsible for satisfying itself as to the suitability of the Nanny
- 6.9 If Norland considers that either the Client or the Nanny is breaking any of the then current restrictions or guidance with regard to Covid-19, it may contact the relevant authorities and report any breaches in such manner as it deems appropriate in order to protect all persons involved. Norland is not obliged to notify the Client prior to or after making such a report but it may, at its discretion, elect to do so (provided that notification on one occasion would not mean that Norland is obliged to notify the Client on any other occasion).

7. SAFER RECRUITMENT AND FIRST AID

- 7.1 Norland shall require all Nannies and NQNs to procure an enhanced DBS Check with Children's Barred List Checks has been carried out on the Nanny within the 3 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 3 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 2 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.legislation.gov.uk/guidance/childminders-and-childcare-providers-register-with-ofsted/nannies-registration and https://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 or 12 hour blended learning based qualification.
- 7.4 Norland encourages Nannies to renew their paediatric first aid qualification at least every 3 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.
- 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 not disclose any Personal Data of the Nanny to the Client unless authorised by the Nanny or where at Norland's sole discretion it is deemed necessary and permitted by law.
- 8.8 The Client is required to provide to Norland with 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 Engagement with the Nanny accordingly.
- 8.10 The Client shall notify Norland within 3 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 herself; 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. This clause 8.10 and clauses 8.11 and 8.12 do not apply for NQN placements.
- 8.11 Where the Client notifies Norland in accordance with Clause **Error! Reference source not found.** 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 provide evidence, 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 "Disciplinary Procedures Breach of the Norland Code of Professional Responsibilities" (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.
- 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 relation to the Nanny) 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 expects the Client to 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 all applicable employment laws and regulations including privacy and data protection requirements such as privacy notices;
 - 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:
 - 8.22.1the Client shall, as part of the Instructions, notify Norland of the anticipated length of the Engagement; and
 - 8.22.2the Client shall notify Norland immediately in writing if the Nanny is required for longer than the initial term of the Engagement 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;
- 8.23.2 the Client shall ensure the Nanny will work with at least 1 Child who is not attending full-time nursery or school;
- 8.23.3 the Client shall ensure that in each week the Nanny works no less than 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 2 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 3 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;
- 8.23.10the 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;
- 8.23.11the Client shall promptly respond to all progress checks made by Norland in respect of the Nanny;
- 8.23.12the Client shall allow a member of Norland's NQN Team on reasonable notice, to visit the Nanny at least once during the Engagement;
- 8.23.13the Client shall allow the Nanny sufficient time to complete their documentation required for the successful completion of their Engagement and their Norland Diploma;
- 8.23.14the 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.
- 8.24 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 Engagement 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 9.6, 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 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 6 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.
- 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 1 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 1 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 Error! Reference source not found. 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 If agreed by Norland in writing that the Nanny is Engaged by the Client in a Fixed Term Engagement, 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 an 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 agrees 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.
 - 11.13.3 Maternity Placements may only last 6 months.
 - 11.13.4 Subsequent engagement of the Nanny after the Maternity Placement for the same child or additional children must be for a different type of Engagement and will attract the relevant fee.
 - 11.13.5 If the Nanny is re-engaged by the Client for subsequent Maternity Placements for a different subsequent new born baby or babies the Client shall pay a Maternity Placement Fee for each subsequent Engagement.

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.

CANCELLED ENGAGEMENTS

- 11.15 Where the Client:
 - 11.15.1 withdraws an offer of an Engagement made to the Nanny; or
 - 11.15.2 cancels an Engagement of a Nanny before the start of the Engagement, the Client shall pay Norland 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

- 11.16 Subject to Clause 11.17, 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.
- 11.17 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:
 - 11.17.2 only use those details for the purposes of the Client's Engagement of the Nanny; and
 - 11.17.2 do not disclose those details to any other Third Party.

11.18 Where:

- 11.18.1 the Client; or
- 11.18.2 any person to whom the Client discloses a Nanny's details under Clause 11.17, 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 11.8.

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 5 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 8 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 Engagement terminates during the first week of the Engagement, Norland shall refund the Client 80% of the Placement Fee;
 - 13.2.2 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 8 weeks; and
- 13.2.3 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 7 days of the Engagement ending or within 7 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 7 days of the Engagement ending or within 7 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 Formal Complaints Procedure for Norlanders and NQNs (as updated by Norland from time to time) and within the timeframes set out in Norland's Formal Complaints Procedure for Norlanders and NQNs; 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 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 Childcare 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
- 16.2 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 (including legal costs), claims or liabilities incurred directly or indirectly 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 Client or by its employees or agents;
 - 16.10.2 any breach by Client or by 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 Candidate details by Client or by 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.

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 Data Controller for the Agreed Purpose.
- 18.3 Each Party shall only Process Shared Personal Data received from the other Party for the Agreed Purpose.
- 183.4 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 the 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 Subjects and that those privacy notices meet all the requirements of Data Protection Legislation to allow the Personal Data to be lawfully shared and Processed by the Parties for the purposes of this Agreement.
- 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 Regulator raises any enquiry, concern or complaint about how the Client or Norland has handled the Shared Personal Data. The Client shall

provide full co-operation and assistance to Norland in relation to any enquiry, concern or complaint raised.

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.

	Meses
Signed for and on behalf of Norland	
Signed by client(s)	
Date	

Appendix 2

Interview Questions

- Why do you want to be a nanny? Why have you applied for this job?
- What do you see as your main strengths as a nanny?
- What do you feel are the three most important characteristics in a nanny?
- What activities would you suggest for children?
- How do you feel about the hours required in this job?
- What type of meals do you cook for the children you are looking after at the moment / have looked after in the past?
- How do you plan their meals each week?
- What do you do with the children while you prepare their evening meal?
- Why do you enjoy working with children?
- What is the most difficult situation you have had to handle? What did you do? And with hindsight what would you have done differently?
- What areas do you feel that you need to develop?
- What do you look for in an employer?
- What would you like to achieve in the long term?
- What are your views on behaviour management?
- What is the most difficult behaviour management situation you have been in with children? What did you
 do?
- What do you find the most challenging thing about looking after children?
- What accidents have you had to cope with? What happened? What did you do?
- What is your view of the duties a nanny can be asked to do?
- Have you ever been asked to do something you considered beyond the call of duty? What was it?
- What rules do you enforce at mealtime?
- Are there any subjects on which you hold strong views which might affect the way you perform your role as a nanny?
- Tell me about your own family?
- How many days have you had off sick in the last year? Why?
- Have you had all major childhood illnesses, or the vaccinations for these?
- Are there any health issues which might affect the way you look after the children or your attendance at work?
- Have you any special dietary requirements?
- Do you smoke?
- Do you drink?
- What are your outside interests?
- Have you got any phobias?