



## NORLAND TERMS AND CONDITIONS FOR NORLANDERS

### AND NEWLY QUALIFIED NANNIES (NQNs)

#### **1 DEFINITIONS**

In this Agreement:

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

"Agreement"	the agreement between you and Norland which is subject to these Terms and Conditions;
"Child"	the child or children to be cared for by you as part of the Engagement;
"Client"	the person to whom you are Introduced by Norland for a Vacancy;
"Conduct Regulations"	the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
"Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the Data Protection Act 2018 (DPA 2018) and the UK GDPR;
"DBS"	the Disclosure and Barring Service"
"Engagement"	the engagement, employment or use of you by the Client or by any Third Party to whom or to which you were 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 you are an officer or employee or through a limited liability partnership of which you are a member or employee; or indirectly through another company and " <b>Engages</b> " and " <b>Engaged</b> " shall be construed accordingly;
"Enhanced DBS Certificate"	the certificate issued by the DBS following a request for an Enhanced DBS Check;

"Enhanced DBS Check"	an Enhanced DBS Check with Children's Barred List information;
"Family Members"	the members of the Client's family;
"Guests"	the Client's guests at the Client's premises or property;
"Introduction"	means: (a) the passing of a curriculum vitae (CV) or other information about you to the Client or a Third Party; or (b) the interview with you in person or by telephone, Skype, FaceTime or by any other audio or visual means by the Client or a Third Party, and the time of the Introduction will be taken to be the earlier of (a) and (b) above; and <b>"Introduce", "Introduced", "Introduces", "Introducing"</b> shall be construed accordingly;
"Liability"	liability in or for breach of contract, tort, negligence, misrepresentation, breach of statutory duty, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement;
"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;
"Norlander"	A qualified Norland Nanny
"Norland Website"	the website at <a href="http://www.norland.ac.uk">http://www.norland.ac.uk</a> (or such other website as Norland may operate from time to time);
"NQN"	a Norland newly qualified nanny;
"NQN Team"	the Norland team responsible for NQNs;
"NQN Vacancy"	a Vacancy under which the successful applicant will be Engaged by the Client on a fixed term basis for 1 year as part of their Norland Diploma and which Norland and the Client has determined is suitable for an NQN;
"Staff"	the Client's employees, contractors and agents;
"Terms and Conditions"	these Terms and Conditions for Norlanders and NQNs;
"Third Party"	any company or person who is not Norland or the Client;
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;
"Vacancy"	the Client's vacancy for a nanny;
"You", "Your"	the Norlander or NQN who asks Norland to find them work with Norland's Clients.

1.2 references to "Clauses" are to Clauses of these Terms and Conditions;

1.3 the headings are inserted for convenience only and shall not affect the

- interpretation or construction of this Agreement;
- 1.4 references to "written" or in "writing" includes in electronic form; and
  - 1.5 a reference to a law or regulation is a reference to it as amended, extended or re-enacted from time to time.

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

2.1 Norland Agency's main contact details are as follows:

2.1.1 Telephone Number: 01225 904030

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

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

2.2.1 Telephone Number: 01225 904033

2.2.2 Email Address: [NQN@norland.ac.uk](mailto:NQN@norland.ac.uk)

## **3 THIS AGREEMENT**

- 3.1 These Terms and Conditions constitute the entire agreement between Norland and you in relation to the Introduction (including for the avoidance of doubt, where you undertake an Engagement without having signed these terms).
- 3.2 This Agreement applies to all services provided by Norland to you to help find you a suitable Engagement.
- 3.3 This Agreement supersedes all previous agreements between you and Norland in relation to the subject matter hereof.
- 3.4 For the purposes of this Agreement, Norland acts as an employment agency as defined within the Conduct Regulations.
- 3.5 Norland will introduce you to our Clients. As such you are not an Agency Worker as defined by the Agency Workers Regulations 2010.
- 3.6 This Agreement constitutes a contract for services and not a contract of employment.

## **4 NORLAND'S OBLIGATIONS**

- 4.1 Norland shall use reasonable endeavours to introduce you to Clients for Vacancies that meet your requirements. However, Norland is not obliged to and cannot guarantee to find you a suitable Vacancy.
- 4.2 Norland shall request the Client provides Norland with all relevant information about the Vacancy and Norland shall provide that information to you.
- 4.3 Norland shall, prior to introducing you to a Client:
  - 4.3.1 take all such steps, as are reasonably practicable, to ensure that you and the Client are each aware of any requirements imposed by law, or by any professional body,

which must be satisfied by you or the Client to enable you to work for the Client in the position which the Client seeks to fill; and

- 4.3.2 without prejudice to any of its duties under any enactment or rule of law in relation to health and safety at work, make all such enquiries, as are reasonably practicable, to ensure that it would not be detrimental to the interests of you or the Client for you to work for the Client in the position which the Client seeks to fill.
- 4.4 Norland shall use reasonable endeavours to ascertain that the information provided by Norland to you in respect of the Client and the Vacancy is accurate and complete. However, Norland shall have no Liability in respect of matters outside its knowledge and you must satisfy yourself as to the suitability of the Client and the Vacancy.
- 4.5 Norland will not charge you a fee for providing you with the services under this Agreement.
- 4.6 You are not obliged to accept any Engagement provided by Norland.
- 4.7 Subject to Clause 4.6 NQNs are required to accept a placement through Norland to ensure the assessment process is addressed and conditions for completing your NQN year are met.
- 4.8 If an NQN does not undertake a placement through Norland they will not be able to qualify as a Norlander.

## **5 SAFER RECRUITMENT AND FIRST AID**

- 5.1 It is a condition of this agreement that prior to Introducing you to a Client:
  - 5.1.1 you will provide Norland with an official document from which Norland can verify your identity such as a passport or photo card driving licence or such other official document that Norland deems acceptable;
  - 5.1.2 you will provide Norland with such proof of your experience, training, qualifications and authorisations as Norland requires;
  - 5.1.3 you will undergo an Enhanced DBS check. Norland will not introduce you to a client until it has received an Enhanced DBS Certificate for you and is satisfied with the result and provided it confirms you are not barred from working with children. Norland will assess any information contained in the Enhanced DBS Certificate in accordance with Norland's DBS Policy (which is available on request).
  - 5.1.4 It is also strongly recommended that you subscribe to the DBS Update Service and give Norland permission to check whether your Enhanced DBS Certificate remains up to date for the purposes of introducing you to a client or if Norland otherwise reasonably requests to check whether your Enhanced DBS Certificate remains up to date. Future introductions may not be made unless you have subscribed to the DBS Update Service and given Norland permission to check the status of your Enhanced DBS Certificate. If you do not subscribe to the DBS Update Service it will be necessary for a new Enhanced DBS Check to be carried out before a future introduction can be made;
  - 5.1.5 Norland must have received two recent satisfactory professional references about you that the referees have agreed may be disclosed to the Client. You agree to give Norland all assistance and co-operation requested by Norland to obtain these references. For NQNs one reference may be from Norland and one reference may be from a third party; and

- 5.1.6 you will provide Norland with proof that you hold a recognised and valid paediatric first aid qualification which is completed as either a 12 hour classroom or 12 hour blended learning based qualification.
- 5.2 You agree to provide your Enhanced DBS Certificate to Norland and the Client upon receiving a request from Norland to do so.
- 5.3 You agree to reimburse Norland for the cost of obtaining the Enhanced DBS Certificate and you are also responsible for payment of the annual subscription to the DBS Update Service.

## **6 YOUR OBLIGATIONS**

- 6.1 You shall provide Norland with all information and documentation requested by Norland in respect of:
  - 6.1.1 your identity; and
  - 6.1.2 your experience, training, qualifications and authorisations.
- 6.2 You must renew your paediatric first aid qualification at least every three years and you must provide proof of its renewal to Norland and the Client upon request.
- 6.3 If you act as a Nanny to more than two different families at the same time you will be required to register as a childminder with Ofsted. You will then be required to consider whether you meet any of the childcare disqualification criteria contained in the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018, which include whether you live in the same household as a person who would be disqualified from providing childcare. You may be committing a criminal offence if you provide childcare when you are disqualified from doing so.
- 6.4 You are required to notify Norland if:
  - 6.4.1 You are an NQN and you will be travelling overseas as part of your work as a nanny and shall notify Norland as soon as you become aware of such and, in any event, prior to undertaking travel; and
  - 6.4.2 You are either an NQN or a Nanny and you will be absent from your role as a nanny due to injury, illness or any other leave which is not pre-authorised holiday.
- 6.5 You are required immediately to notify Norland if you are or become:
  - 6.5.1 subject to any change in your circumstances that affects your right to work in the United Kingdom;
  - 6.5.2 barred from working with children or vulnerable adults;
  - 6.5.3 the subject of a referral to the DBS or any successor body;
  - 6.5.4 investigated, arrested, charged or convicted of any criminal offence;
  - 6.5.5 subject to an investigation for any allegation of a disciplinary nature at any other employer or organisation at which you work or volunteer;
  - 6.5.6 in receipt of a police caution, reprimand or warning;
  - 6.5.7 subject to a formal child protection investigation of you or any member of your

household; or

- 6.5.8 aware of any circumstances (whether related to you or anyone with whom you have an association) that may reasonably be considered to pose a risk or an increased risk to children.
- 6.6 You shall confirm to Norland in writing, prior to Norland Introducing you to a Client, that you are willing to work in the Vacancy.
- 6.7 By entering into this Agreement, you are confirming that you have (and that you will at all times continue to have during your Engagement) the right to lawfully work in the UK (or in any other country or territory in which you are based).
- 6.8 When applying for a Vacancy, you must ensure:
  - 6.8.1 you have read the complete Vacancy details;
  - 6.8.2 you fully understand all the requirements of the Vacancy; and
  - 6.8.3 you meet all the requirements of the Vacancy.
- 6.9 You shall satisfy yourself as to the suitability of the Client and the Vacancy and shall take up any concerns regarding the Client or the Vacancy with Norland before accepting the Engagement.
- 6.10 As a representative of Norland, you must ensure that at all times you are an exemplary ambassador of the Norland brand and you must not at any time behave in such a way or engage in any conduct which would be detrimental to the interests of Norland or would negatively affect Norland's relationship with its Clients or bring the Norland name, brand or reputation into disrepute (throughout your Engagement with a Client and after termination or expiry of that Engagement).
- 6.11 You must at all times:
  - 6.11.1 comply with Norland's student and NQN policies and procedures as updated from time to time (which are available from Norland or from the Norland website);
  - 6.11.2 abide by the Norland Code of Professional Responsibilities (as updated by Norland from time to time) which is available from Norland or from the Norland Website;
  - 6.11.3 if relevant, abide by the requirements set out in the NQN Process and NQN Induction Pack (as updated by Norland from time to time) which is available from Norland or from the Norland Website;
  - 6.11.4 remain professional in all your communications and your relationship with your Employer and Norland;
  - 6.11.5 maintain an appropriate standard of dress, appearance and hygiene.
- 6.12 You shall not, and shall not seek to cause Norland to, unlawfully discriminate in relation to the services provided by Norland to you in connection with this Agreement.
- 6.13 You shall not pass any information concerning any Client, Child, Family Member, Staff or Guests to any Third Party (except as required by law). You acknowledge that this information is confidential and that failure to comply with this Clause 6.13 may cause you and Norland to breach the Data Protection Legislation and accordingly, you agree to reimburse Norland for any and all Liability caused by your breach of this Clause 3.
- 6.14 Nothing in clause 6.13 shall prevent you from carrying out safeguarding duties and

making disclosures to relevant authorities or healthcare workers.

- 6.15 You shall notify Norland as soon as possible if you stop looking for work (for example, if you accept a job with a Third Party).
- 6.16 You shall comply with all applicable laws and regulations throughout your Engagement with the Client.
- 6.17 You shall provide full assistance and co-operation to Norland in relation to any legal proceedings, claims, complaints, investigations or enquiries (whether internal or external) concerning events or matters in which you were involved or of which you have knowledge.
- 6.18 You shall ensure that any information and documentation provided by you to Norland is up-to-date, accurate and complete. You shall notify Norland immediately if any information or documentation provided is at any time and for any reason out-of-date, inaccurate or incomplete.
- 6.19 Subject to clause 11, Norland shall share information and documentation you provide to us with the Client for the purposes of your proposed Engagement.
- 6.20 Norland reserves the right and the discretion to decline to forward your applications to Norland's Clients or to withdraw you from the application process if Norland considers the Vacancy is unsuitable for you for any reason.
- 6.21 You agree that all communication will be between You and Norland. It is not appropriate for parents/carers/partners or any other interested parties to communicate with staff in relation to any matter, with the exception of welfare/safeguarding concerns.
- 6.22 For NQNs, you shall be required to successfully complete your Norland Diploma before starting a qualified position.

## **7 OFFERS OF EMPLOYMENT/ENGAGEMENT**

- 7.1 If your application for a Vacancy is successful, you will be Engaged by the Client and not by Norland. You should receive an employment/engagement contract from the Client before the start of the Engagement which covers the whole term of the Engagement. If you do not receive an employment/engagement contract from the Client before the start of the Engagement, you should notify Norland and the Client immediately.
- 7.2 For NQN Vacancies, the Client shall be required to provide the NQN Team with a copy of the employment/engagement contract to check before you sign it. Norland reserves the right to delay the start of your 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 you for the employment/engagement contract.

## **8 TEMPLATE CONTRACTS**

- 8.1 You acknowledge that Norland may provide the Client with:
  - 8.1.1 a template employment/engagement contract for the Client to use as the base for the Client's employment/engagement contract with you; and
  - 8.1.2 suggested information that may be included in the Client's employment/engagement contract with you.

- 8.2 You acknowledge that the documents provided by Norland to the Client under Clause 8.1 are provided to assist the Client in preparing the Client's employment/engagement contract with you. You must not assume the employment/engagement contract proposed by the Client is suitable or acceptable for you. You are responsible for reviewing your employment/engagement contract and for obtaining your own legal advice on the employment/engagement contract and your Engagement by the Client generally before you accept the Engagement. Norland shall have no Liability to you in respect of those matters.
- 8.3 For ease of reference, and with the prior written consent of you and the Client, a copy of your completed employment/engagement contract will be stored on Norland's Customer Relationship Management Database for the duration of the Engagement and for a period of six years afterwards.

## 9 EXPENSES

- 9.1 You will be responsible for paying your own expenses for travel to attend any interviews.
- 9.2 Subject to clauses 9.3 and 9.4:
- 9.2.1 Norland requires the Client to reimburse all expenses incurred by you if you travel overseas to attend an interview with the Client.
- 9.3 The Client will only be required to pay expenses under Clause 9.1 where:
- 9.3.1 you have received prior written approval from the client for incurring the expenses; and
- 9.3.2 you provide the Client with receipts or proof of mileage to prove all the expenses have been properly incurred.
- 9.4 Whilst Norland shall require the Client to reimburse your expenses in accordance with this Clause 9, Norland shall have no liability to you for the Client's failure to reimburse your expenses.

## 10 LIABILITY

- 10.1 Norland may from time to time make available to you via the Norland Website or by other electronic or hard-copy means guidance, publications and other information relevant to childcare, your role as a nanny and being employed and engaged as a nanny in the UK or overseas ("**Childcare Information**"). You acknowledge that:
- 10.1.1 The Childcare Information is provided for general information only. It is not intended to amount to advice upon which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the Childcare Information;
- 10.1.2 whilst Norland uses reasonable endeavours to keep the Childcare Information up to date, Norland makes no representations, warranties or guarantees that the Information is accurate, complete or up to date.
- 10.2 Where the Norland Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as Norland's approval of those linked websites or information which you may obtain from them. Norland has no control over, and shall have no Liability for, those websites or resources.



- 10.3 Norland may from time to time provide the Client with guidance, publications and other information relevant to childcare, the role of the nanny and the employment and engagement of nannies in the UK and overseas. The guidance, publications and information are provided by Norland solely for the benefit of the Client and Norland shall have no Liability to you in respect of the guidance, publications or information provided or for the Client's use of the guidance, publications or information.
- 10.4 Norland may from time to time recommend third party service providers to you. Whilst those recommendations are made by Norland in good faith, you acknowledge that Norland shall have no Liability in respect of those third party service providers.
- 10.5 Norland shall use reasonable endeavours to ensure that the Vacancy is suitable for you; nevertheless, Norland is not liable for any loss, expense, damage or delay arising from or in connection with any negligence whether willful or otherwise, dishonesty, fraud, acts or omissions or misconduct of the Client, the Family Members, the Staff, the Guests or any Third Party.
- 10.6 The Client will Engage you directly. Therefore, the Client is solely responsible for ensuring your Engagement complies with all applicable laws and regulations and for all matters related to your Engagement and Norland shall have no Liability to you in respect of such matters.
- 10.7 Norland is not liable for any indirect or consequential losses or damage including but not limited to; loss of earnings, 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.
- 10.8 Nothing in this Agreement shall exclude or restrict any liability to you 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.
- 10.9 You shall obtain professional or specialist advice before taking, or refraining from taking, any action relating to your Engagement by the Client.
- 10.10 You shall reimburse Norland against any costs, claims or liabilities incurred by Norland arising out of or in connection with this Agreement including as a result of:
- 10.10.1 any breach of this Agreement by you;
- 10.10.2 any breach by you of any applicable laws or regulations in relation to this Agreement; and
- 10.10.3 any claim made by (or on behalf of) the Client, the Family Members, the Staff, the Guests or any Third Party in relation to your acts or omissions.
- 10.11 Save as required by law, the total Liability of Norland arising out of or in connection with this Agreement is limited to £500 (five hundred pounds).

## **11 DATA PROTECTION**

- 11.1 To understand how Norland processes your personal data, please refer to Norland's Privacy Notice which is available here [Policies & Reports Archive - Norland](#)
- 11.2 Norland will disclose certain information about you to Clients. This may include information relating to your qualifications and CV (including first aid), anonymised references, your DBS check, your disciplinary record, a photograph of you.
- 11.3 In addition we may share health information about you with a Client where this is

directly relevant to the potential Engagement for which you are being considered. We would only do this with your explicit consent or where in our opinion the sharing of this information is necessary for the safeguarding of children.

**12 COMPLAINTS**

12.1 If you have any questions or concerns about any matter related to this Agreement, please let Norland know as soon as possible. Otherwise, you can follow Norland's Complaints Procedure (as updated by Norland from time to time) which is available from Norland or from the Norland Website.

**13 GENERAL**

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 No variation or alteration of this Agreement will be valid unless approved in writing by you and Norland.
- 13.6 This Agreement will be construed in accordance with English law and you and Norland irrevocably agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Signed for and on behalf of Norland



Signed by Norlander / NQN

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Date