

## Guide to employing a Newly Qualified Nanny (NQN)

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## **1. Important note**

While this document predominantly refers to 'the child' when talking about a placement, an NQN placement can involve more than one child. There is no upper limit to how many children an NQN can have in their care. For simplicity and ease of reading, the document refers mainly to a single child, but in all instances, this should be understood to mean either a child or children.

In the same way, the document refers to 'parents', which should be understood to refer to a single parent or carer where relevant.

## **2. Definitions**

### Sole charge

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

### Shared care

Shared care is when the nanny shares the care of the child with parents or grandparents 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 parents require the NQN to share care of children on a couple of days, but on some days, parents require the NQN to have sole charge of the children or perhaps have sole charge of one child while they have one-to-one time with the others.

### Daily (live-out)

This is when the NQN has their own accommodation that they pay for, so the NQN commutes 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 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. The NQN is required to have a minimum of their own private bedroom and bathroom. The bathroom can be shared, but only with the child.

### Nursery duties

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

### Nanny documentation

These are documents, the nanny should keep in order to record the care and learning of the child and communicate effectively with the parents. NQNs are required to keep a nanny diary, documentation of learning and interest, weekly menu plans and weekly activity plans.

### **3. About Newly Qualified Nannies (NQNs)**

Newly Qualified Nannies (NQNs) have completed three years of intensive early years training at Norland, including a [BA or BA \(Hons\) Early Years Development and Learning](#) and the first part of their [Norland diploma](#). The training is a three-year full-time course that combines degree-level study with practical sessions and experience with children, enabling the students to put theory into practice. Throughout the training, students spend approximately half of their time gaining a wealth of experience with children in a variety of settings, including with families and at hospitals, nurseries and schools. Running alongside the degree, and for one year following completion of the degree, students work towards achieving the prestigious Norland diploma. 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 final module of the Norland diploma is the NQN year. Following the successful completion of three years' study at Norland, students spend the NQN year working as a nanny in paid employment, supported by the dedicated NQN team. This first position helps the students consolidate skills and build on what they have learned during their studies, while having a team on hand to support them. 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 therefore recommended that the employer and NQN set aside a regular communication time each week/month 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.

Successful completion of the NQN year will result in the award of the Norland diploma and badge, the ability to use Norland Agency, the title 'Norland Nanny' (or 'Norlander'), and the lifelong support of Norland.

### **4. Criteria for employing an NQN**

We have a duty of care towards our NQNs in their first year of employment. As the NQN year is an assessed module on the Norland diploma and certain assessment criteria need to be fulfilled, the following requirements are in place for anyone wishing to employ an NQN:

1. Families must require an NQN for at least one child who is not attending either full-time nursery or school and have a minimum of 30 hours child contact time each week. This must be for the entirety of the NQN contract. This allows the NQN to have experience of documenting and planning for the child's learning as part of the NQN module assessment.
2. There is a minimum requirement for NQNs to work at least 45 hours each week and no less than four days per week. Daily NQNs (live-out) may work a maximum of 50 hours per week, and Residential NQNs (live-in) a maximum of 60 hours per week. Occasional additional hours may be negotiated directly with the NQN outside of the contracted hours and paid in accordance with the contracted overtime rate. NQNs may not be contracted to 24-hour care.
3. NQNs must have two consecutive days off each week. This is usually a weekend but can be flexible depending on your family requirements.
4. NQNs may be employed to work in sole charge or shared care positions or a mixture of the two. NQNs are unable to work in nanny share positions, within a nanny team or in rota positions.
5. If residential, the NQN is required to have their own private bedroom and either a private

bathroom or a shared bathroom with the child.

6. NQNs are unable to take positions outside of England and Wales.
7. NQNs may travel abroad with the family for short periods of time. The employer will be required to inform the NQN team when they are taking the NQN out of the country and must seek permission to take them abroad for a period over two weeks.
8. For fairness-of-assessment purposes, holiday entitlement for NQNs must be between 28-33 days (including bank holidays).
9. There is a requirement for employers to complete three formal appraisals at 4, 8 and 12 months with the NQN (templates will be provided). In addition to the appraisals the NQN team will request feedback from the employer throughout the year, checking the progress of the NQN.
10. Employers will need to allow an NQN consultant to visit the NQN at least once during their NQN year within the family home, as well as allowing the NQN to share elements of their nanny documentation with the NQN team by email throughout the year. Norland requires NQNs to complete compulsory documentation including a nanny diary, weekly activity plan, weekly menu plan and documentation of learning and interest.

Please also see Appendix 2 for the **NORLAND AGENCY TERMS AND CONDITIONS FOR CLIENTS**.

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.

## **5. Registration**

Each new Set of NQNs will be able to start applying for positions from the beginning of July 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.

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 the NQN with their interview choices.

### **5.1. How to register for an NQN**

The registration process is completed via our Norland Nanny web-based app, which will ask you for information about your family and the role. The more detail we receive from you, the better placed NQNs will be to register an interest in your position. Once registered you will be able to return to the application to access and manage your profile, review your advert and recruit a nanny.

During the registration process, you will be prompted to upload a copy of your child's birth certificate or passport and proof of address, such as a recent utility bill or driving licence. 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 anonymised details of your vacancy on the Norland Nanny App for the NQNs to view. Please note, NQNs cannot access

the job advert until the beginning of June.

Once NQNs have reviewed the job adverts, they will ask for their digital CV to be sent to three positions where they feel 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 digital 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.

## **6. Interviews**

All NQNs are required to attend interviews with at least three families. This is to ensure the NQN has a comparison of jobs.

### **6.1. Interview process**

If you receive an application to your vacancy, you will receive a notification that you can view an NQN profile in the Norland Nanny App. You will receive individual email notifications for each NQN application. This is a rolling process which means we cannot foresee how many digital CVs you will receive. We will continue to send you digital CVs of interested applicants until you inform us that you have secured a nanny or that you are no longer searching for an NQN. We will of course endeavour to keep you updated on the NQN process but we appreciate your understanding that we will be processing a large number of applications in a short period of time.

Once you have received an application from an NQN and you would like to proceed to interview, please select the 'Request Interview' button on the candidate's digital CV. Your contact details will be sent to the NQN and they will contact you directly to organise a convenient time and date to attend a first-stage interview, whether face to face or by video call. If you do not want to proceed to interview with a candidate please contact the NQN team as soon as possible so that we can inform the NQN that you do not wish to proceed.

### **6.2. First-stage interview**

For the first-stage interview the NQN can either come and meet with you at your family home, or you may decide to hold the interview over a video call. This interview is more of a formal interview and the NQN will be wearing their formal Norland uniform (unless you specifically request for them not to). The structure of the interview is typically question based to give you and the NQN an opportunity to discuss the role; please see Appendix 3 for some example interview questions. The NQN will also show you their portfolio which will give you an insight into their skills and interests.

If you decided to hold the first-stage interview over video call you can either decide to proceed to a face-to-face first-stage interview, or if you felt the video call was in-depth you may move directly to a second-stage interview.

Following a first-stage interview, you should give yourself and the NQN time to reflect on it. If you are keen to progress to the next stage, you can contact the NQN directly to organise a convenient time and date for the next interview stage. If you are inviting the NQN back for a second-stage interview, we would ask you to contact the NQN team to inform us and to give us your feedback.

Alternatively, if you do not wish to proceed with the NQN, please contact the NQN team as soon as possible to advise us that you do not wish to continue with their application. If this is the case, we would be grateful if you would provide us with some feedback, as this will be helpful to pass on to the NQN to help them in future interviews.

If the NQN does not wish to accept your offer of any further interviews, you will be informed by the NQN as soon as possible.

### **6.3. Second-stage interview**

The second-stage interview is more of a trial day and an obligatory part of the NQN process. 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 child. The NQN is likely to have organised an age-appropriate activity to do with the child to give you an example of what activities they would be likely to plan if they were to work for you. You can show the NQN the local area and discuss the child's individual needs, as well as some longer-term goals you would like a nanny to work towards with the child. It is a good idea to leave the child to play or complete an activity with the NQN and try to take a step back and observe how they interact. You may also like to ask the NQN to cook a meal for the child if this is something you would like to observe the NQN doing.

You may invite more than one NQN to a second interview (separately) in order to help you make an informed comparison.

### **6.4. Making an offer**

Following the second-stage 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 by contacting the NQN team so that we can inform the NQN in order to eliminate any feeling of pressure to accept if they are unsure. We will require you to confirm the offer in writing by email before the next steps can commence, with the following offer details included:

- Type of position (Daily or Residential)
- Start date of the position
- Number of hours per week and hourly breakdown
- Gross salary
- Number of days annual leave

We can then inform the NQN of your offer and ask them to contact you for further discussion. If the NQN would also like to proceed with the offer, the NQN team will send further employment and contract information to both parties. If the NQN does not wish to accept your job offer, you will be informed by the NQN as soon as possible.

If you are still not completely sure following the second-stage interview, you can invite the NQN back for another meeting 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-stage 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.

### **6.5. Travel expenses for interviews**

For all vacancies based within the UK, it is at the discretion of the employer to reimburse travel for interviews. However, if you are inviting the NQN to your house for a third time, then you might like to consider paying their travel expenses if you have not done so before.

## **7. Employing an NQN**

### **7.1. Your legal responsibilities as an employer**

If you employ a nanny, you have a number of legal responsibilities as an employer.

By law, you must:

- register as an [employer](#)
- set up and operate a [PAYE](#) (Pay As You Earn) scheme on your nanny's behalf
- pay regular income tax and National Insurance contributions
- pay employers' National Insurance contributions
- keep tax records on your nanny's behalf
- provide your nanny with regular payslips
- provide your nanny with an employment contract
- file an employer's annual tax return
- have employers' liability insurance in place
- enrol eligible employees into a qualifying [pension scheme](#)
- report to HMRC any [expenses or benefits](#) provided to employees which might be taxable, such as certain accommodation types or use of the nanny car for private journeys.

For more information on the above, please see below.

### **7.2. Payroll, taxes, pensions**

All NQN employers are responsible for paying a gross salary through payroll, and for the deduction and payment of income tax and National Insurance contributions. Employers must provide a written statement (payslip) of earnings and deductions to the NQN on a weekly/monthly basis as part of their legal responsibilities. 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 while they are 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 not be able to continue to support them in that role as an NQN. Information about taxable benefits can be found [here](#).

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.

You may find a [nanny payroll company](#) will help you with the organisation of many of the above responsibilities.

These payroll companies can also advise you on [auto-enrolment pension](#) requirements, which under certain criteria become your legal responsibility.

### **7.3. Contracts**

Norland provides a standard fixed-term contract of employment for you to modify and agree with the NQN. It is our preference that you use this contract as it reflects the requirements and criteria for hiring an NQN. A copy will be emailed to you once an offer has been accepted. We require a copy of this contract, signed by both the NQN and the employer, prior to the NQN starting employment. An electronic signature is an acceptable method of signing the contract. 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.

#### **7.4. 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 to your policy, or alternatively you can take out a specific policy to cover the NQN.

#### **7.5. Salary information**

Please see Appendix 4 for a full breakdown of NQN salaries

All salaries are shown in gross per annum. However, please note, employers will still be responsible for paying employers' National Insurance contributions on top of this gross salary. We encourage you to consult your accountant or a payroll agency for further information regarding payroll and the tax and National Insurance contributions. Details of payroll companies who work with nannies can be found [here](#).

The salary for a residential NQN (live-in) is negotiable within our set salary range and should be discussed with the NQN. In order to negotiate this, both parties should take into consideration the NQN's experience, location and any accommodation or additional living expenses. All residential salaries meet at least the National Living Wage per hour, as this is a legal requirement for employers hiring people who are 21 years of age and over. Please note, the residential salaries already have the [accommodation offset allowance](#) removed.

For a daily NQN (live-out), the salary is negotiable within our set salary range and should be discussed with the NQN. In order to negotiate this, both parties should take into consideration the NQN's experience, travel, accommodation and living expenses, which will vary depending on the location of the role.

If you require your NQN to work outside of the contracted hours, then this will need to be agreed prior to the event and paid in accordance with the contracted overtime rate.

#### **7.6. NQN placement fees**

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

The placement fee is calculated at 10 per cent of the NQN's 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 Norland Agency and NQN Terms and Conditions for Clients – see Appendix 2.

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 a name be passed on to other employers and the NQN subsequently be engaged as a result, the usual placement fee will be charged.

### **7.7. Ofsted**

NQNs are not Ofsted registered. If you wish the NQN to be registered with Ofsted so that you can utilise the childcare voucher scheme, you will be responsible for any fees incurred. More details about Ofsted and how the NQN can register with Ofsted can be found [here](#).

### **7.8. What to expect from an NQN**

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

Typical duties include:

- physical care of the child
- supporting and providing activities for the holistic development of the child
- communicating with parents on all aspects of the care of the child
- completing nanny documentation in order to keep parents informed about their child's care, wellbeing and development (the documentation required for the NQN position is a nanny diary, a learning journal for each child, a weekly menu plan and a weekly plan of activities)
- providing well-balanced and nutritious meals appropriate to the needs of the child
- taking the child to playgroup/nursery/school
- taking the child on outings appropriate to their age and stage of development
- taking the child on play dates 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 the child when they are unwell, which may include administering medicine and taking them to the doctor if necessary and with the consent of parents
- travelling with the child and preparing for holidays, weekend visits, etc.
- cleaning and tidying the nursery, bedroom, playroom and other areas as agreed with parents
- cleaning, laundering and mending the child's clothes and toys
- being responsible for all equipment related to the care of the child, 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, as well as 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 are not expected to:

- cook and clean for the whole family in addition to the agreed nursery duties
- exercise, feed, bath or oversee any healthcare 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, collecting prescriptions, etc.) unless mutually agreed.

The above list is not exhaustive.

## **7.9. Nanny documentation**

NQNs are expected to complete nanny documentation for their employer in relation to the care and development of the child. This means carefully observing the child to assess development, learning, interests, likes and dislikes in order to plan suitable and engaging activities and meals to meet the individual needs of each child.

This is also an integral part of their NQN module coursework, as NQNs need to evidence that they are capable of completing this documentation. All our NQNs are required to keep a daily nanny diary, weekly activity plan, weekly menu plan, and documentation of learning and interest for each child to assist the NQN team in assessing the work of the NQN. In addition, Norland believes nanny documentation is an essential tool in assisting with good communication between the nanny, parents and any other people involved in the care of the child. These written records can also be useful in avoiding misunderstandings and ultimately support the safeguarding of the child and the nanny. All nanny documentation about the child 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 child, and it should be used in addition to a verbal handover 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 to which everyone involved with the care of the child can have access.

Essential information to include in the nanny diary:

- contact numbers for each parent (at front of diary)
- emergency contact numbers (third person, GP, dentist)
- account of what has happened in the day
- accident record
- medication record
- visits to the doctor, 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)
- spending/budgets
- party invitations and play dates – when, where, presents?
- hours of work and overtime

### **Weekly activity plan**

NQNs should produce a weekly plan, in discussion with 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 child 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 of the child's development and learning.
- activities both inside and outside of the home
- a variety of structured activities, free play and adult-led and child-led learning
- groups, classes or play dates
- day trips
- time spent with the child's family or friends
- nursery or school.

### **Weekly menu plan**

While at Norland, 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. It is expected that NQNs will use this knowledge to create a weekly menu plan, which can be discussed with parents. It is the NQN's responsibility to know about allergies, intolerances, likes and dislikes, as well as parental preferences, and to accommodate these within the plan. We would also encourage the NQN to regularly incorporate foods that the child may not have tried before to develop their palate. We recommend that both parties should 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 parents can add their own food to avoid food wastage. It should also be agreed how the shopping will be purchased and by whom.

### **Documentation of learning and interest**

NQNs are expected to document the child's achievements, interests, learning and development. This in turn will provide an overview of the child's developmental and educational journey, from which the NQN plans activities according to the individual child's needs.

There is optionality for how the NQN may present and record the child's interests, learning and development. They may use weekly observations in a learning journal or create a monthly PLOD (Possible Line of Development). This can be discussed with the NQN to determine the best method to support your child and keep you up to date with their progress.

A learning journal will include as a minimum one observation per week per child in order to record, assess and plan for new lines of interest, learning and development or support with existing ones. Observations might include a photo along with a descriptive written observation, and/or a piece of artwork/schoolwork or certificate. The observation should highlight what the intention, implementation and impact was of the learning opportunity observed. 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 PLOD is a way for NQNs to record snapshot observations of the child based on the child's interest, learning and development and should include a minimum of 4 snapshot observations per week. They will use this to plan next steps and activities to demonstrate and plan how they are furthering the learning and development of the child in a holistic way.

Each week the learning journal entries or PLOD observations should inform the weekly activity

planning for the child. The documentation of learning and interest should be started in the first few weeks of the NQN year and be available for families to look through at any time. The NQN should make sure that parents are made aware of new additions to these documents.

Please note, examples of the nanny documentation will need to be emailed by the NQN to the NQN team as requested throughout the year. This will be stored confidentially as per our Norland Agency and NQN Terms and Conditions for Clients – please see Appendix 2.

### **7.10. End of contract**

Around the nine-month mark, the NQN team will send an email suggesting a conversation is conducted as to whether the NQN will stay on with the family as a qualified Norland Nanny. As part of this conversation, if the family and NQN wish to continue the employment after the NQN year is complete, a ‘qualified permanent contract’ will need to be negotiated – a template for this can be sought from the NQN team or Norland Agency. Please note, the salary expectations for a qualified Norland Nanny increase significantly due to Norland Nannies being in high demand and our [qualified salaries](#) needing to be competitive within the nanny/agency market. We appreciate that this increase in salary may be challenging for some families to meet but suggest this is taken into consideration when hiring an NQN.

Additional information will be sent to you closer to the time of needing to negotiate a new contract. Please contact the NQN team or Norland [Agency](#) should you wish to discuss this any further.

## **8. Norland contact information**

Norland	<a href="http://www.norland.ac.uk">www.norland.ac.uk</a>	01225 904040
NQN team	<a href="mailto:NQN@norland.ac.uk">NQN@norland.ac.uk</a>	01225 904033



**Appendix 2 – NORLAND AGENCY and NEWLY QUALIFIED NANNY TEAM**  
**TERMS AND CONDITIONS FOR CLIENTS**

**DEFINITIONS**

In this Agreement:

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

	employee or through a limited liability partnership of which the Nanny is a member or employee; or indirectly through another company and <b>“Engages”</b> and <b>“Engaged”</b> shall be construed accordingly;
"Family Members"	the members of the Client's family;
"Fee Structure"	Norland's fees structure setting out the details of the Placement Fees and which may be provided by Norland to the Client and/or set out on the Norland Website (and, in each case, as updated by Norland from time to time);
"Fixed Term Placement Fee"	the placement fee payable by the Client under Clause 11.3;
"Fixed Term Vacancy"	as defined at Clause 5.1.2;
"Gross Remuneration"	the gross salary or fees payable to the Nanny for work (or for services where applicable) provided to the Client;
“Guests”	the Client's guests at the Client's premises or property;
“Instructions”	the document containing the specific information relating to the Client, the Vacancy, the requirements of the Client and the services to be supplied by Norland to the Client;
"Introduction"	means: (a) the passing of a curriculum vitæ or other information about a Nanny to the Client or a Third Party; or (b) the interview of a Nanny in person or by telephone, skype, Facetime or by any other audio or visual means by the Client or a Third Party, and the time of the Introduction will be taken to be the earlier of (a) and (b) above; and <b>“Introduce”, “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;
"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 an NQN);

"Gross Remuneration"	the gross salary or fees payable to the Nanny for work (or for services where applicable) provided to the Client;
"Norland"	Norland College Limited, a company registered in England and Wales under company registration number 00193170 and whose registered office is at Norland College, York Place, London Road, Bath, BA1 6AE;
"Norland Website"	the website at <a href="http://www.norland.ac.uk">http://www.norland.ac.uk</a> (or such other website as Norland may operate from time to time);
"NQN"	a Norland newly qualified nanny;
"NQN Placement Fee"	the placement fee payable by the Client under Clause 11.7;
"NQN Team"	the Norland team responsible for NQNs;
"NQN Vacancy"	as defined at Clause 5.1.5;
"Parties"	Norland and the Client, each a " <b>Party</b> ";
"Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Permanent Placement Fee"	the placement fee payable by the Client under Clause 11.2;
"Permanent Vacancy"	as defined at Clause 5.1.1;
"Placement Fee"	the placement fee payable by the Client under this Agreement which shall be either the Permanent Placement Fee, the Fixed Term Placement Fee, the NQN Placement Fee, the Temporary Placement Fee or the Maternity Placement Fee;
"Process"	has the meaning given to it in the Data Protection Legislation. " <b>Processing</b> " and " <b>Processed</b> " shall be construed accordingly;
"Shared Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Staff"	the Client's employees, contractors and agents;
"Template Employment Contract"	as defined at Clause 9.1;
"Temporary Placement Fee"	the placement fee payable by the Client under Clause

11.8.1;

"Temporary Vacancy"	as defined at Clause 5.1.3;
"Terms and Conditions"	these Norland Recruitment Agency Terms and Conditions for Clients;
"Third Party"	any person who is not Norland or the Client;
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;
"Vacancy"	the vacancy set out in the Instructions (or otherwise notified by the Client to Norland) and which may be a Permanent Vacancy, a Fixed Term Vacancy, a Temporary Vacancy, a Maternity Vacancy or a NQN Vacancy;

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

**NORLAND'S CONTACT DETAILS**

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

**THIS AGREEMENT**

- 3.1 These Terms and Conditions, together with the Instructions, constitute the entire agreement between Norland and the Client in relation to the subject matter hereof and are deemed to be accepted by the Client and to apply from the earliest of:
  - 3.1.1 receipt by Norland of the completed Instructions from (or on behalf of) the Client;
  - 3.1.2 an Introduction by Norland to the Client of a Nanny; or
  - 3.1.3 any written acceptance by (or on behalf of) the Client of these Terms and Conditions.

- 3.2 This Agreement applies to all Vacancies released by the Client to Norland and to all Introductions made by Norland to the Client.
- 3.3 This Agreement applies whether or not the Nanny is Engaged by the Client for the same type of work and/or Vacancy as that for which the Introduction was originally effected.
- 3.4 This Agreement supersedes all previous agreements between the Parties in relation to the subject matter hereof.
- 3.5 This Agreement prevails over any other terms and conditions put forward by the Client unless expressly agreed otherwise by Norland in writing.
- 3.6 The Client authorises Norland to act on its behalf in seeking a person to meet the Client's requirements and advertising for such a person through such methods as Norland deems appropriate.
- 3.7 For the purposes of this Agreement, Norland acts as an introductory employment agency as defined within the Conduct Regulations.
- 3.8 Norland reserves the right to refuse to work with any Clients who do not uphold the conditions of this agreement.

#### **BINDING THE CLIENT**

- 4.1 Where a Third Party (such as the Client's Personal Assistant) instructs Norland on behalf of the Client:
  - 4.1.1 the Third Party promises that it has authority to bind the Client to this Agreement;
  - 4.1.2 the Client shall be bound by this Agreement; and
  - 4.1.3 all Nannies Introduced by Norland to the Third Party shall be deemed Introduced to the Client, and the Client shall be responsible for the acts and omissions of the Third Party as if the Third Party were the Client.

#### **VACANCY TYPES**

- 5.1 The Client's Vacancy may be any one of the following Vacancy types:
  - 5.1.1 **Permanent Vacancy** - a Vacancy under which the successful Nanny will be Engaged by the Client on an ongoing or permanent basis;
  - 5.1.2 **Fixed Term Vacancy** - a Vacancy under which the successful Nanny will be Engaged by the Client on a fixed term basis;
  - 5.1.3 **Temporary Vacancy** - a Vacancy under which the successful Nanny will be Engaged by the Client on a temporary basis for no more than 13 continuous weeks;
  - 5.1.4 **Maternity Vacancy** - a Vacancy under which the successful Nanny will be Engaged by the Client on a temporary basis for no more than six months to help care for a new born baby or new born babies; or

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

## **NORLAND'S OBLIGATIONS**

- 6.1 Norland shall not be under an obligation to fill any Vacancy for the Client. Norland shall use reasonable endeavours to Introduce a Nanny to the Client for the Vacancy. However, due to the high demand for Nannies, Norland cannot guarantee that it will Introduce a Nanny to the Client for the Vacancy.
- 6.2 Norland shall, prior to Introducing a Nanny to the Client, obtain confirmation:
- 6.2.1 of the identity of the Nanny;
- 6.2.2 that the Nanny has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or any professional body, to work in the Vacancy; and
- 6.2.3 that the Nanny is willing to work in the Vacancy which the Client seeks to fill.
- 6.3 Subject to Clause 6.4, Norland shall, prior to Introducing a Nanny to the Client, obtain two references from persons who are not relatives of the Nanny and who have agreed that the reference provided may be disclosed to the Client. If requested, Norland shall provide copies of those references to the Client before the Nanny starts the Engagement. Norland will take all references in accordance with Norland's Reference Policy (as updated by Norland from time to time), and which is available from Norland or from the Norland Website.
- 6.4 For NQN Vacancies, Norland shall comply with Clause 6.3 by:
- 6.4.1 providing the Client with a reference from one of the Student's final family placements at Norland; and
- 6.4.2 an additional validated reference from childcare experience gained outside of training at Norland.
- 6.5 Norland shall, prior to Introducing a Nanny to the Client:
- 6.5.1 take all such steps, as are reasonably practicable, to ensure that the Nanny/NQN and the Client are each aware of any requirements imposed by law, or by any professional body, which must be satisfied by the Client or the Nanny to enable the Nanny to work for the Client in the position which the Client seeks to fill; and
- 6.5.2 without prejudice to any of its duties under any enactment or rule of law in relation to health and safety at work, make all such enquiries, as are reasonably practicable, to ensure that it would not be detrimental to the interests of the Nanny or the Client for the Nanny to work for the Client in the position which the Client seeks to fill.
- 6.6 Norland shall use reasonable endeavours to ascertain that the information provided by Norland to the Client in respect of the Nanny is accurate and complete. However, Norland shall have no Liability in respect of matters outside its knowledge and the Client must satisfy itself as to the suitability of the Nanny.

- 6.7 Norland shall inform the Client as soon as possible if a Nanny/NQN is withdrawn from studies or Norland privileges. It will be at the Client's discretion whether to continue with the Engagement of the Nanny/NQN. Where an NQN contract is in place, all requirements for the NQN assessment will cease and if required a new contract should be issued.

## **SAFER RECRUITMENT AND FIRST AID**

- 7.1 Norland shall ensure an enhanced DBS Check with Children's Barred List Checks has been carried out on the Nanny within the three year period prior to the Nanny being Introduced to the Client. Norland shall check the Nanny's DBS Certificate before Introducing the Nanny to the Client. If there are any entries on the DBS Certificate, Norland shall handle the matter in line with Norland's DBS policy (which is available on request).
- 7.2 Norland encourages Nannies to ensure their DBS Certificate is renewed at least every three years or that the Nanny has subscribed to the DBS update service. However, it is the Client's responsibility to:
- 7.2.1 ensure that DBS Checks are carried out on the Nanny and that the Nanny's DBS Certificate is renewed and checked by the Client on a regular basis throughout the Nanny's Engagement; and
  - 7.2.2 take appropriate action if there are any entries on the Nanny's DBS Certificate.
  - 7.2.3 take note of the Childcare Disqualifications regulations to determine a nanny's suitability if they are registered with Ofsted, taking appropriate action if necessary.

A Nanny does not have to register with Ofsted unless more than two families use the care at the same time as this is classed as childminding. If a Nanny is Ofsted registered, they can be disqualified under the Childcare Disqualifications regulations if they live on the premises where a disqualified person lives or works. See <https://www.gov.uk/guidance/childminders-and-childcare-providers-register-with-ofsted/nannies-registration> and <http://www.legislation.gov.uk/ukxi/2018/794/contents/made> - Regulation 9, for further information in this regard.

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

## THE CLIENT'S OBLIGATIONS

### GENERAL OBLIGATIONS

- 8.1 The Client is solely responsible for satisfying itself as to the suitability of the Nanny and shall take up any concerns regarding the Nanny with Norland before Engaging the Nanny.
- 8.2 The Client is solely responsible for obtaining visas, work permits and/or such other permission to work as may be required.
- 8.3 The Client is solely responsible for the arrangement and agreement with the Nanny of medical examinations and/or investigations into the medical history of any Nanny where necessary.
- 8.4 The Client is solely responsible for satisfying itself that the Nanny meets its requirements in respect of requirements, qualifications or permission. More particularly the Client shall satisfy itself as to the suitability and qualifications held by the Nanny in respect of any laws and regulations of a country or jurisdiction in which the Nanny is Engaged to work.
- 8.5 The Client is responsible for informing Norland immediately of any information it has that suggests it would be detrimental to the interests of either the Client or the Nanny for the Nanny to work in the Vacancy.
- 8.6 Norland shall have no Liability to the Client if the Nanny is refused entry or is not allowed to work by any country's authorities and the Client shall not be entitled to any refund of any Placement Fees in those circumstances.
- 8.7 Norland will only share the Personal Data of the Nanny with the Client for the Agreed Purpose and in accordance with Clause 17.
- 8.8 The Client is required to provide to Norland the following details of the Vacancy to include:
  - 8.8.1 the type of work that the Nanny would be required to do;
  - 8.8.2 the location and hours of work;
  - 8.8.3 the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Nanny to possess in order to work in the position;
  - 8.8.4 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
  - 8.8.5 the date of commencement;
  - 8.8.6 the duration or likely duration of the work;
  - 8.8.7 the minimum rate of remuneration; and
  - 8.8.8 the length of notice that the Nanny will be required to give and to receive to terminate the Engagement.

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

concerning events or matters in which the Client was involved or of which the Client has knowledge.

- 8.18 The Client promises that all information and documentation provided by (or on behalf of) the Client to Norland is up-to-date, accurate and complete. The Client shall notify Norland immediately if any information or documentation provided is at any time and for any reason out-of-date, inaccurate or incomplete.
- 8.19 The Client shall at all times maintain adequate employer's liability insurance which covers the Client's Engagement of the Nanny. The Client shall ensure that insurance has limits of cover no less than that required by applicable laws and regulations.
- 8.20 Norland is committed to equal opportunities and the Client shall comply with all antidiscrimination legislation as regards the selection and treatment of Nannies.
- 8.21 The Client shall, prior to interviewing the Nanny, provide Norland with proof of child, such as a copy of the Child's birth certificate or passport, and a recent utility bill or other form of proof of address (not more than three months' old) showing the Client's home address.

#### **COMPLIANCE OBLIGATIONS**

- 8.22 Where the Client Engages a Nanny, the Client shall:
- 8.22.1 provide the Nanny with an employment/engagement contract before the start of the Engagement which covers the whole term of the Engagement;
  - 8.22.2 Engage the Nanny in accordance with all applicable laws and regulations, including in accordance with the Data Protection Legislation and all applicable employment laws and regulations;
  - 8.22.3 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;
  - 8.22.4 where the Client employs the Nanny, ensure the Nanny receives regular payslips as required by applicable laws and regulations; and
  - 8.22.5 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**

- 8.23 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:
- 8.23.1 the Client shall, as part of the Instructions, notify Norland of the anticipated length of the Vacancy; and
  - 8.23.2 the Client shall notify Norland immediately in writing if the Nanny is required for longer than the initial term of the Vacancy or if the Nanny is re-Engaged by the Client at any time within 12 months of the end of the initial term of the Engagement.

## ADDITIONAL NQN VACANCY OBLIGATIONS

- 8.24 Where the Vacancy is an NQN Vacancy then, in addition to the other obligations set out in this Agreement:
- 8.24.1 the Client shall, unless the Client is seriously dissatisfied with the Nanny's conduct or capability, Engage the Nanny for a continuous period of 12 months or unless otherwise agreed with the NQN Team;
  - 8.24.2 the Client shall ensure the Nanny will work with at least one Child who is not attending full-time nursery or school and have a minimum of 30 hours child contact time overall;
  - 8.24.3 the Client shall ensure that in each week the Nanny works no less than four days per week and the minimum number of hours and no more than the maximum number of hours required by Norland;
  - 8.24.4 the Client shall ensure the Nanny is given two consecutive days off per week;
  - 8.24.5 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;
  - 8.24.6 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;
  - 8.24.7 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;
  - 8.24.8 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;
  - 8.24.9 the Client shall complete Norland's appraisal form to assess the Nanny's performance during the Engagement and will submit the completed appraisal form to Norland at months 4, 8 and 12 of the Engagement;
  - 8.24.10 the Client shall promptly respond to all progress checks made by Norland in respect of the Nanny;
  - 8.24.11 the Client shall allow a member of Norland's NQN Team on reasonable notice, to visit the Nanny at least once during the Engagement;
  - 8.24.12 the Client shall allow the Nanny sufficient time to complete their documentation required for the successful completion of their Engagement and their Norland Diploma;
  - 8.24.13 the Client shall allow a member of Norland's NQN Team, on reasonable notice, to view, access and assess the Nanny's documentation required for the successful completion of their Engagement and their Norland Diploma;
  - 8.24.14 the Client recognises Norland's safeguarding obligations and shall inform Norland before taking the NQN outside of the UK. In addition, the Client shall seek Norland's

permission in advance before taking or inviting the NQN outside the UK for a period of more than two consecutive weeks, Norland's permission shall not be unreasonably withheld;

8.24.15 the Client acknowledges that where a Nanny is Engaged in an NQN Vacancy, that Engagement is part of the Nanny's learning and development toward achieving their Norland Diploma. Therefore, the Client accepts that, in exchange for the reduced Placement Fees charged by Norland for a NQN Vacancy under Clause 11, the Nanny will not be as experienced as a fully qualified Norland nanny, and the Client shall give the Nanny all reasonable support, understanding and assistance during the Engagement to enable him/her to successfully complete the Engagement and achieve the Norland Diploma;

8.24.16 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.

8.24.17 NQN Vacancies can only be registered with Norland if they are based in England and Wales.

## TEMPLATE CONTRACTS

### ENGAGEMENTS IN ENGLAND AND WALES

- 9.1 For Engagements based in England and Wales, Norland shall, once the Engagement is confirmed to Norland, provide the Client with Norland's template employment/engagement contract (the "**Template Employment Contract**") which can be used as the basis for the employment/engagement contract between the Client and the Nanny.
- 9.2 The Template Employment Contract is an example employment/engagement contract. It is not intended to be the final version and the Client acknowledges that the Client is responsible for reviewing and tailoring the Template Employment Contract to make sure it is suitable for the Engagement.
- 9.3 Norland strongly recommends the Client obtains legal advice on the Engagement of the Nanny and the Template Employment Contract before Engaging the Nanny. The Client is solely responsible for ensuring the Client's Engagement of the Nanny, and the employment/engagement contract between the Client and the Nanny, complies with all applicable laws and regulations.
- 9.4 On the basis that Norland provides the Template Employment Contract as an example employment/engagement contract and on the basis that the Client is responsible for obtaining its own legal advice on the Client's Engagement of the Nanny and the Template Employment Contract, Norland shall have no Liability to the Client in respect of the Client's use of the Template Employment Contract, the employment/engagement contract between

the Client and the Nanny or (except as expressly set out in this Agreement) the Client's Engagement of the Nanny.

9.5 The Client agrees as follows:

9.5.1 subject to Clause 9.3 and 9.6, the Client shall keep the Template Employment Contract confidential and shall not divulge it (in whole or in part) to any Third Party; and

9.5.2 the Client shall not use the Template Employment Contract for any purpose except as the template employment/engagement contract for Engagements between the Client and the Nanny which are based in England and Wales.

9.6 The Client may disclose the Template Employment Contract to the Family Members and the Staff who need to receive a copy of it in connection with the Client's Engagement of the Nanny, provided the Client ensures all such persons comply with this Clause 9.

9.7 For ease of reference, and with the prior written consent of the Client and the Nanny, a copy of the completed employment/engagement contract will be stored on Norland's Customer Relationship Management Database for the duration of the Engagement and for a period of six years afterwards.

#### **ENGAGEMENTS OUTSIDE ENGLAND AND WALES**

9.8 Norland will not provide the Client with the Template Employment Contract for Engagements based outside England and Wales because it has been drafted under English law.

9.9 For Engagements based outside England and Wales, Norland shall, once the Engagement is confirmed to Norland, provide the Client with a document detailing some suggested information that may be included in the employment/engagement contract between the Client and the Nanny (the "**Overseas Considerations for Contracts Document**"). The Overseas Considerations for Contracts Document has been prepared by Norland as a generic document to give the Client some general assistance to identify the types of information that may be included in the employment/engagement contract between the Client and the Nanny. The Overseas Considerations for Contracts Document:

9.9.1 is not legal advice;

9.9.2 is not, nor is it intended to be, a definitive list of all the information that may be included in the employment/engagement contract between the Client and the Nanny; and

9.9.3 has not been prepared for any specific jurisdiction, and the Overseas Considerations for Contracts Document should not be treated as such by the Client.

9.10 Norland strongly recommends the Client obtains legal advice in the relevant jurisdiction on the Engagement of the Nanny and to prepare the employment/engagement contract between the Client and the Nanny before Engaging the Nanny. The Client is solely responsible for ensuring the Client's Engagement of the Nanny, and the employment/engagement contract between the Client and the Nanny, complies with all applicable laws and regulations.

- 9.11 On the basis that Norland provides the Overseas Considerations for Contracts Document as a generic document and on the basis that the Client is responsible for obtaining its own legal advice on the Client's Engagement of the Nanny, Norland shall have no Liability to the Client in respect of the Client's use of the Overseas Considerations for Contracts Document, the employment/engagement contract between the Client and the Nanny or (except as expressly set out in this Agreement) the Client's Engagement of the Nanny.
- 9.12 The Client agrees as follows:
- 9.12.1 subject to Clause 9.13, the Client shall keep the Overseas Considerations for Contracts Document confidential and shall not divulge it (in whole or in part) to any Third Party; and
- 9.12.2 the Client shall not use the Overseas Considerations for Contracts Document for any purpose except as suggested information that may be included in the employment/engagement contract between the Client and the Nanny.
- 9.13 The Client may disclose the Overseas Considerations for Contracts Document to the Family Members and the Staff who need to receive a copy of it in connection with the Client's Engagement of the Nanny, provided the Client ensures all such persons comply with this Clause 9.

## **TRIAL PERIODS**

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

## **FEES**

### **CANDIDATE OWNERSHIP**

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

### **PERMANENT PLACEMENT FEES**

- 11.2 Where the Nanny is Engaged by the Client in a Permanent Vacancy, the Client shall pay

Norland a Permanent Placement Fee which shall be calculated as a percentage of the Nanny's Gross Remuneration applicable during the first 12 months of the Engagement as set out in the Fee Structure.

#### **FIXED TERM PLACEMENT FEES**

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

#### **NQN PLACEMENT FEES**

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

#### **TEMPORARY PLACEMENT FEES**

- 11.8 Where Norland and the Client agree in writing that the Nanny is Engaged by the Client in a Temporary Vacancy, or where the Client directly Engages/re-Engages the Nanny after the initial introduction:
- 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 Engagement is extended 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, or where the Client directly Engages/re-Engages the Nanny after the initial introduction:

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 Engagement is extended beyond the initial term, the Client shall pay Norland further Maternity Placement Fees calculated as set out in the Fee Structure for the duration of the extension.

11.13 Except where Clause 11.12 applies, where the Engagement is extended beyond the initial fixed term or where the Client re-Engages the Nanny within 12 months from the date of the expiry or termination of the Engagement, the Client shall pay Norland (at Norland's option):

11.13.1 further Maternity Placement Fees for the duration of the re-Engagement at the rates set out in the Fee Structure; or

11.13.2 a Permanent Placement Fee calculated in accordance with Clause 11.2.

## **UNKNOWN GROSS REMUNERATION**

11.14 Where the amount of the actual Gross Remuneration is not known or disclosed, Norland may calculate the Gross Remuneration and the Placement Fee based on Norland's estimate of the Gross Remuneration.

11.15 Norland reserves the right to inform a Nanny and any prospective future Nannies of the Client if the Client has not paid or previously not paid the Placement Fee.

## **CANCELLED ENGAGEMENTS**

11.16 Where the Client:

11.16.1 withdraws an offer of an Engagement made to the Nanny; or

11.16.2 cancels an Engagement of a Nanny before the start of the Engagement

Norland is entitled to charge up to 50% of the Placement Fee which would have been paid by the Client to Norland had the Nanny worked the entire Engagement. This applies when a formal offer has been made by the Client and accepted by the Nanny, regardless of whether a contract has yet been signed.

## **THIRD PARTY DISCLOSURES**

11.17 Subject to Clause 11.18, the Client shall not pass any information concerning a Nanny to a Third Party or use it for any purpose except for the purposes of the Client's Engagement of the Nanny.

11.18 The Client may disclose details regarding a Nanny to the Family Members and the Staff who need to know those details in connection with the Client's Engagement of the Nanny, provided that the Client ensures those Family Members and Staff:

11.18.1 only use those details for the purposes of the Client's Engagement of the Nanny; and

11.18.2 do not disclose those details to any other Third Party.

11.19 Where:

11.19.1 the Client; or

11.19.2 any person to whom the Client discloses a Nanny's details under Clause 11.18, discloses (directly or indirectly) the Nanny's details to a Third Party and that Third Party subsequently Engages the Nanny within 12 months from the date Norland Introduced the Nanny to the Client, the Client shall pay Norland a Permanent Placement Fee as set out in Clause 11.2. There is no entitlement to any refund to the Client or to the Third Party in relation to fees paid in accordance with this Clause

## **INVOICES**

12.1 Norland may invoice the Client for Norland's fees at any time.

12.2 Norland shall add VAT to its invoices at the prevailing rate (where applicable) which shall be payable by the Client to Norland in addition to the principal sum invoiced.

12.3 The Client shall pay Norland's invoices within 14 days of the date of the invoice.

12.4 All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated within Clause 12.3 unless the Client notifies Norland in writing within five calendar days of receiving the invoice, stating the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify Norland that it wishes to dispute part of an invoice within that timescale, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with Norland in order to resolve the dispute as quickly as possible.

12.5 Norland reserves the right to charge interest on invoiced amounts overdue at the rate of 4% above the base lending rate of NatWest Bank.

12.6 The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Norland under or in connection with this Agreement.

## **REFUNDS - TERMINATION BY THE NANNY OR CLIENT**

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

13.1 Subject to Clause 13.6, if the Nanny's Engagement in a Permanent, Fixed Term or NQN Vacancy is terminated by either the Nanny or Client within the first 12 months of the start of the Engagement, the Client will be entitled to a pro-rata refund of the Placement Fee as set out in Clause 13.3.

- 13.2 A 10% admin fee will be charged for all confirmed placements and charged in addition to the pro-rated refund outlined below. The admin fee will be calculated as a percentage of the original Placement Fee.
- 13.3 The refund shall be calculated as follows:
- 13.3.1 if the Nanny terminates the agreement before the Engagement starts, no fee shall be incurred;
  - 13.3.2 if the Engagement terminates during the first 12 months, Norland shall refund the Client the placement fee based on the proportion of the initial 12-month period remaining. The pro-rata amount shall be calculated by dividing the original placement fee by 52 weeks and multiplying the result by the number of weeks remaining in the initial 12-month period;
  - 13.3.3 any applicable refund will be calculated using the original placement fee as the basis for pro-ration, minus the admin fee outlined in 13.2;
  - 13.3.4 if the Engagement terminates after 12 months of the Engagement, Norland shall not refund the Client any of the Placement Fee.

#### **TEMPORARY AND MATERNITY ENGAGEMENTS**

- 13.4 Subject to Clause 13.6, if the Nanny's Engagement in a Temporary or Maternity Vacancy is terminated by the Nanny or Client 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.
- 13.5 If the Engagement is terminated by the Client, the pro-rata refund will be minus the admin fee outlined in 13.2.

#### **REFUND CONDITIONS**

- 13.6 All of the following conditions must be met in order for the Client to qualify for a refund under Clauses 13.1 or 13.4:
- 13.6.1 the Client must notify Norland that the Nanny's Engagement has ended within seven days of the Engagement ending or within seven days of notice being given to end the Engagement (whichever is earlier) together with the reasons for the early end of the Engagement;
  - 13.6.2 Norland's invoice for the Placement Fee must have been paid within the payment terms in accordance with Clause 12.3;
  - 13.6.3 the Nanny must have been Engaged by the Client for less than 12 months;
  - 13.6.4 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;
  - 13.6.5 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; and

- 13.6.6 the Nanny's Engagement must be terminated by reason on the Client's serious dissatisfaction with the Nanny's conduct or capability and not for any other reason.
- 13.7 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.
- 13.8 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.

## **NANNY EXPENSES**

- 14.1 Subject to Clause 14.2:
  - 14.1.1 for all Vacancies, the Client shall reimburse all expenses incurred by any Nanny who travels overseas to attend an interview with the Client; and
  - 14.1.2 for all Vacancies based within the UK it is at the discretion of the Client to reimburse travel for interviews.
- 14.2 The Client will only be required to pay the expenses under Clause 14.1 where:
  - 14.2.1 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
  - 14.2.2 for all expenses incurred by Nannies, the Nanny provides the Client with receipts or proof of mileage to prove the expenses have been incurred.

## **LIABILITY**

- 15.1 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:
  - 15.1.1 the Information is provided for general information only. It is not intended to amount to advice upon which the Client should rely. The Client must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the Information;
  - 15.1.2 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.
  - 15.1.3 the Client is responsible for the arrangement and agreement with the Nanny of medical examinations and/or investigations into the medical history of any Nanny where necessary as stated in clause 8.3.

- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 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.
- 15.9 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.
- 15.10 The Client shall reimburse Norland against any costs, claims or liabilities incurred by Norland arising out of or in connection with this Agreement including as a result of:
- 15.10.1 any breach of these this Agreement by the Client;
- 15.10.2 any breach by the Client or by a Third Party or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation, the Conduct Regulations and Data Protection Legislation); or

15.10.3 any unauthorised disclosure of a Nanny or NQN's details by the Client or Third Party or any of its employees or agents.

15.11 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).

## **CANCELLATION RIGHTS**

16.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

16.1.1 the Client has the right to cancel this Agreement within 14 days of entering into this Agreement (the "Cancellation Period"); and

16.1.2 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.

16.2 By entering into this Agreement:

16.2.1 the Client expressly requests that Norland starts Introducing Nannies to the Client with immediate effect and during the Cancellation Period; and

16.2.2 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.

16.3 The Client must give Norland written notice to cancel this Agreement during the Cancellation Period.

16.3.1 To exercise the right to cancel, the Client must inform Norland of its decision to cancel this Agreement at the address provided for Norland at clause 2.

16.3.2 The Client may use the attached model cancellation form, but it is not obligatory.

16.4 Subject to clause 16.2.2, if the Client cancels the Agreement in accordance with this clause Norland will reimburse to the Client any payments received for services not provided.

16.5 Norland will make the reimbursement under clause 16.4 without undue delay, and not later than 14 days after the day on which notice of the Client's decision to cancel the Agreement is received.

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

## **DATA PROTECTION**

- 17.1 The Parties will need to share Personal Data to meet the objectives of this Agreement.
- 17.2 The Parties acknowledge that they are each a Controller for the Agreed Purpose.
- 17.3 Each Party shall only Process Shared Personal Data received from the other Party for the Agreed Purpose.
- 17.4 Each Party shall ensure it has a fair and lawful basis for Processing the Shared Personal Data.
- 17.5 Each Party shall comply with all applicable requirements of the Data Protection Legislation with respect to its Processing of the Shared Personal Data.
- 17.6 Each Party shall, in respect of Personal Data which it collects from a Data Subject and provides to the other Party and before it provides that Personal Data, ensure that its privacy notices are provided to the Data Subject and that those privacy notices meet all the requirements of Data Protection Legislation.
- 17.7 The Parties shall take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 17.8 The Client shall notify Norland within three clear calendar days if a Data Subject or the Information Commissioner's Office raises any enquiry, concern or complaint about how the Client or Norland has handled the Shared Personal Data. The Client shall also notify Norland within one calendar day if the Client becomes aware of any breach of confidentiality, privacy or Data Protection Legislation. The Client shall provide full co-operation and assistance to Norland in relation to any enquiry, concern, complaint or breach raised.
- 17.9 Nothing in section 17 shall prevent Parties or a Nanny from carrying out safeguarding duties and/or making disclosures (whether of actual, or of a perceived risk, of harm) to relevant authorities, professional bodies and/or healthcare workers.

## **COMPLAINTS**

- 18.1 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.

## **GENERAL**

- 19.1 Where there is more than one Client named on the Instructions, each Client's liability under this Agreement shall be joint and several.
- 19.2 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.

- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 No variation or alteration of this Agreement will be valid unless approved in writing by the Client and Norland.
- 19.7 This Agreement will be construed in accordance with English law and the Parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Signed for and on behalf of Norland



Signed by Clients

.....

Date

.....

**MODEL CANCELLATION FORM** *(Complete and return this form only if you wish to withdraw from the Agreement)* To: Norland College Limited, Norland College, York Place, London Road, Bath, BA1 6AE

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

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

Ordered **on [date]**,

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

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

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

.....

Date .....

[\*] Delete as appropriate

### **Appendix 3 – 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 our child?
- 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 child 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? With hindsight, what would you have done differently?
- What areas do you feel 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?
- What are your outside interests?

## Appendix 4 – NQN Salary Breakdown

All salaries are shown in gross per annum, and employer’s contributions will be required on top of the gross salary. For further information about legal responsibilities and pay, please find the following link - [Help & Advice](#).

### NQN Placement Fees

NQN placement fees are a one-off payment payable to Norland following a confirmed placement and start date. We have outlined below the placement fee applicable for each salary bracket for your reference, calculated at 10% of the NQN’s gross annual salary plus VAT. We do not charge a registration fee to register your vacancy with us.

### Residential Salaries

The NQN residential salaries already have the **Accommodation Offset Allowance** (£4040.40 per annum) removed.

Location	Number of Hours (Per week)	Salary Range (Gross per year)			Placement Fee (10% + VAT)		
<b>London Residential</b> <i>(Roles falling within the parameters of Greater London)</i>	60	£36,450	-	£40,450	£4,374	-	£4,854
	59	£35,750	-	£39,800	£4,290	-	£4,776
	58	£35,100	-	£39,150	£4,212	-	£4,698
	57	£34,400	-	£38,450	£4,128	-	£4,614
	56	£33,750	-	£37,800	£4,050	-	£4,536
	55	£33,050	-	£37,100	£3,966	-	£4,452
	54	£32,400	-	£36,450	£3,888	-	£4,374
	53	£31,700	-	£35,750	£3,804	-	£4,290
	52	£31,050	-	£35,100	£3,726	-	£4,212
	51	£30,350	-	£34,400	£3,642	-	£4,128
	50	£29,700	-	£33,750	£3,564	-	£4,050
	49	£29,000	-	£33,050	£3,480	-	£3,966
	48	£28,350	-	£32,400	£3,402	-	£3,888
	47	£27,650	-	£31,700	£3,318	-	£3,804
	46	£27,000	-	£31,050	£3,240	-	£3,726
45	£26,300	-	£30,350	£3,156	-	£3,642	
<b>Home Counties Residential</b> <i>(Berkshire, Buckinghamshire, Essex, Hertfordshire, Kent, Surrey and Sussex)</i>	60	£36,050	-	£40,100	£4,326	-	£4,812
	59	£35,350	-	£39,400	£4,242	-	£4,728
	58	£34,700	-	£38,750	£4,164	-	£4,650
	57	£34,050	-	£38,050	£4,086	-	£4,566
	56	£33,350	-	£37,400	£4,002	-	£4,488
	55	£32,700	-	£36,750	£3,924	-	£4,410
	54	£32,050	-	£36,050	£3,846	-	£4,326
	53	£31,350	-	£35,400	£3,762	-	£4,248
	52	£30,700	-	£34,750	£3,684	-	£4,170
	51	£30,050	-	£34,050	£3,606	-	£4,086
	50	£29,350	-	£33,400	£3,522	-	£4,008
	49	£28,700	-	£32,750	£3,444	-	£3,930
	48	£28,050	-	£32,050	£3,366	-	£3,846
	47	£27,350	-	£31,400	£3,282	-	£3,768
	46	£26,700	-	£30,750	£3,204	-	£3,690
45	£26,000	-	£30,050	£3,120	-	£3,606	

Regional Residential	60	£35,650	-	£39,700	£4,278	-	£4,764
	59	£35,000	-	£39,000	£4,200	-	£4,680
	58	£34,300	-	£38,350	£4,116	-	£4,602
	57	£33,650	-	£37,700	£4,038	-	£4,524
	56	£33,000	-	£37,050	£3,960	-	£4,446
	55	£32,350	-	£36,400	£3,882	-	£4,368
	54	£31,650	-	£35,700	£3,798	-	£4,284
	53	£31,000	-	£35,050	£3,720	-	£4,206
	52	£30,350	-	£34,400	£3,642	-	£4,128
	51	£29,700	-	£33,750	£3,564	-	£4,050
	50	£29,050	-	£33,050	£3,486	-	£3,966
	49	£28,350	-	£32,400	£3,402	-	£3,888
	48	£27,700	-	£31,750	£3,324	-	£3,810
	47	£27,050	-	£31,100	£3,246	-	£3,732
	46	£26,400	-	£30,450	£3,168	-	£3,654
45	£25,750	-	£29,750	£3,090	-	£3,570	

### Daily Salaries

Location	Number of Hours (Per week)	Salary Range (Gross per year)			Placement Fee (10% + VAT)		
<b>London Daily</b> <i>(Roles falling within the parameters of Greater London)</i>	50	£45,500	-	£49,400	£5,460	-	£5,928
	49	£44,600	-	£48,450	£5,352	-	£5,814
	48	£43,700	-	£47,450	£5,244	-	£5,694
	47	£42,800	-	£46,450	£5,136	-	£5,574
	46	£41,900	-	£45,450	£5,028	-	£5,454
	45	£40,950	-	£44,500	£4,914	-	£5,340
<b>Home Counties Daily</b> <i>(Berkshire, Buckinghamshire, Essex, Hertfordshire, Kent, Surrey and Sussex)</i>	50	£40,300	-	£44,200	£4,836	-	£5,304
	49	£39,500	-	£43,350	£4,740	-	£5,202
	48	£38,700	-	£42,450	£4,644	-	£5,094
	47	£37,900	-	£41,550	£4,548	-	£4,986
	46	£37,100	-	£40,700	£4,452	-	£4,884
	45	£36,300	-	£39,800	£4,356	-	£4,776
<b>Regional Daily</b>	50	£37,700	-	£41,600	£4,524	-	£4,992
	49	£36,950	-	£40,800	£4,434	-	£4,896
	48	£36,200	-	£39,950	£4,344	-	£4,794
	47	£35,450	-	£39,150	£4,254	-	£4,698
	46	£34,700	-	£38,300	£4,164	-	£4,596
45	£33,950	-	£37,450	£4,074	-	£4,494	

Please note, the salaries contained within this breakdown are reviewed each April and may be subject to change.

National Living Wage 26/27 = £12.71 per hour