



## **NORLAND STUDENT JOB SHOP TERMS AND CONDITIONS FOR CLIENTS**

### **1 DEFINITIONS**

In this Agreement:

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

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Agreement"                   | these Terms and Conditions together with the Instructions;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Client"                      | the client(s) named on the Instructions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| "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 Student Nanny by the Client or by any Third Party to whom or to which the Student 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 Student Nanny is an officer or employee or through a limited liability partnership of which the Student Nanny is a member or employee; or indirectly through another company and |

**“Engages” and “Engaged”** shall be construed accordingly;

|                        |                                                                                                                                                                                                                               |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Instructions”         | the document containing the specific information relating to the Client, the Vacancy, the requirements of the Client;                                                                                                         |
| "Liability"            | liability in or for breach of contract, tort, negligence, misrepresentation, breach of statutory duty, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement; |
| "Norland"              | Norland College Limited, a company registered in England and Wales under company registration number 00193170 and whose registered office is at Norland College, York Place, London Road, Bath, BA1 6AE;                      |
| "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);                                                                              |
| “Parties”              | Norland and the Client, each a <b>"Party"</b> ;                                                                                                                                                                               |
| "Personal Data"        | has the meaning given to it in the Data Protection Legislation;                                                                                                                                                               |
| "Process"              | has the meaning given to it in the Data Protection Legislation. <b>"Processing" and "Processed"</b> shall be construed accordingly;                                                                                           |
| "Shared Personal Data" | has the meaning given to it in the Data Protection Legislation;                                                                                                                                                               |
| “Student Job Shop”     | a digital notice board for advertising Norland student jobs;                                                                                                                                                                  |
| “Student Nanny”        | a Nanny still in full-time training at Norland;                                                                                                                                                                               |
| "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)                                                                                                                                      |

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

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

- 2.1 For Student Job Shop Vacancies, Norland's contact details are as follows:

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

## **3 THIS AGREEMENT**

- 3.1 These Terms and Conditions, together with the Instructions, constitute the entire agreement between Norland and the Client in relation to the subject matter hereof and are deemed to be accepted by the Client and to apply from the earliest of:
  - 3.1.1 receipt by Norland of the completed Instructions from (or on behalf of) the Client;
  - 3.1.2 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.
- 3.3 This Agreement supersedes all previous agreements between the Parties in relation to the subject matter hereof.
- 3.4 This Agreement prevails over any other terms and conditions put forward by the Client unless expressly agreed otherwise by Norland in writing.
- 3.5 Norland reserves the right to refuse to work with any Clients who do not uphold the conditions of this agreement.

## **4 BINDING THE CLIENT**

- 4.1 Where a Third Party (such as the Client's Personal Assistant) instructs Norland on behalf of the Client:
  - 4.1.1 the Third Party promises that it has authority to bind the Client to this Agreement;
  - 4.1.2 the Client shall be bound by this Agreement.

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

- 5.1 Norland shall ensure an enhanced DBS Check with Children's Barred List Checks has been carried out on the Student Nanny. 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).

- 5.2 Norland shall ensure the Student Nanny holds a 12-hour paediatric first aid qualification.

## **6 THE CLIENT'S OBLIGATIONS**

### **GENERAL OBLIGATIONS**

- 6.1 The Client is solely responsible for satisfying itself as to the suitability of the Student Nanny for the role to be undertaken.
- 6.2 The Client is responsible for asking the Student Nanny for confirmation that they are a current student of Norland.
- 6.3 The Client is solely responsible for obtaining visas, work permits and/or such other permission to work as may be required.
- 6.4 The Client is required to provide to Norland the following details of the Vacancy to include:
- 6.4.1 the type of work that the Nanny would be required to do;
  - 6.4.2 the location and hours of work;
  - 6.4.3 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;
  - 6.4.4 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
  - 6.4.5 the date of commencement;
  - 6.4.6 the duration or likely duration of the work;
  - 6.4.7 the minimum rate of remuneration; and
- 6.5 If the Client Engages a Residential Student Nanny the Client is responsible for accommodation and shall include relevant information and clauses in the Vacancy.
- 6.6 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.
- 6.7 Norland is committed to equal opportunities and the Client shall comply with all anti-discrimination legislation as regards the selection and treatment of Nannies.
- 6.8 The Client shall 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.

## **7 LIABILITY**

- 7.1 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.
- 7.2 Norland is not Liable for any agreement arranged or disagreement between the Client and Student Nanny.
- 7.3 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.
- 7.4 The Client shall obtain professional or specialist advice before taking, or refraining from taking, any action relating to the Client's Engagement of the Student Nanny.
- 7.5 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:
  - 7.5.1 any breach of these this Agreement by the Client;
  - 7.5.2 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
  - 7.5.3 any unauthorised disclosure of a Student Nanny's details by the Client or Third Party or any of its employees or agents.
- 7.6 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).

## **8 CANCELLATION RIGHTS**

- 8.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
  - 8.1.1 the Client has the right to cancel this Agreement within 14 days of entering into this Agreement (the "Cancellation Period"); and
  - 8.1.2 Norland must not start Introducing Student Nannies to the Client until the end of the Cancellation Period unless the Client makes an express request to Norland.
- 8.2 By entering into this Agreement:
  - 8.2.1 the Client expressly requests that Norland starts Introducing Student Nannies to the Client with immediate effect and during the Cancellation Period; and

8.2.2 the Client acknowledges that:

- (a) the Client will lose the right to cancel this Agreement during the Cancellation Period once the Client Engages a Student Nanny in the Vacancy.

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

8.3.1 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.

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

## **9 DATA PROTECTION**

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

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

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

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

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

9.6 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.

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

9.8 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.

9.9 Nothing in section 9 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.

## **10 COMPLAINTS**

- 10.1 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.

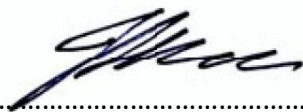
## **11 GENERAL**

- 11.1 Where there is more than one Client named on the Instructions, each Client's liability under this Agreement shall be joint and several.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 No variation or alteration of this Agreement will be valid unless approved in writing by the Client and Norland.
- 11.7 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

  
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## 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

