

NANNY SERVICES AGREEMENT

Nanny Name	
Address	
Customer Name ("the Family")	
Address	
Holiday	Destination: Duration and Dates:
Child(ren)	Names and Ages:
The Agency	Bespoke Nannies Limited t/a Holiday Nanny
Hours:	Childcare: Additional Babysitting:
Fees:	Payable to Nanny by Holiday Nanny
Qualifications:	-
Services:	-

You, ("the Nanny") have agreed to offer a holiday nanny service to us ("the Family") on the following terms and conditions.

This agreement is made when signed by us. You agree that you have read and accept the terms and conditions set out below. For the avoidance of doubt, this agreement is between the Nanny and the Family only.

Dated

Signed
The Nanny

Signed
The Family

1. You agree to provide the Services and care for the Child(ren) during the hours from time to time agreed between us during the Holiday (which will normally amount to not less than the number of hours per week specified at the start of this agreement).
2. You agree that in providing the Services you will:
 - a) devote the whole of your time, attention and ability both during agreed working hours and during such other reasonable additional hours as may be agreed between us to the performance of your duties;
 - b) act at all times with the due care and attention to be expected of a competent, qualified professional;
 - c) follow our instructions in relation to the care of the Child(ren);
 - d) during the engagement not to perform any paid or unpaid work for any other third party without our consent;
3. We will pay your travel expenses and we will provide all accommodation and meals during your engagement with us. We also agree to reimburse you for all reasonable expenses incurred by you in the performance of your duties (provided we have approved these expenses in advance and evidence of expenditure is provided).
4. You agree that you are a self-employed contractor and that no relationship of employment exists between you and us. As such you are fully responsible for the payment of tax and national insurance and you agree to repay to us any tax or national insurance contributions which we become liable to pay on your behalf. Neither party shall be under any obligation to the other to provide services or employment (save as set out on the first page of this Agreement).

5. You agree that any developmental equipment, toys and experiences provided by you will be appropriate to the age and stage of development of the Child(ren) named.
6. You agree to notify us without delay of any accident or injury occurring whilst the Child(ren) is/ are in your care. We agree to inform you about any relevant medical conditions or treatment and the administration of medicines.
7. You agree to supply the Child(ren) with suitable meals at the times agreed with us.
8. Each party agrees to co-operate with the other and to act in fairness and in good faith towards the other.
9. We agree to pay your fees, together with the Agency's fees, to the Agency at the rate agreed with the Agency who will pay you on our behalf as our agent at the end of the engagement.
10. This agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
11. You agree not to disclose, reproduce or use any personal information of whatever nature relating to us, the Children or the holiday for any purpose except solely in connection with the performance of your services.
12. The parties shall be entitled to terminate this agreement in accordance with this clause and the following shall apply:

Termination by us:

- a) If this agreement is terminated by us for any reason other than for material breach of your obligations we will arrange for your early return travel to your point of departure or for your accommodation up to the date of your pre-booked return flight and your fees will be paid in full.
- b) If we terminate the engagement because you have committed a material breach of this agreement then we will arrange for your early return travel to your point of departure or for your accommodation up to the date of your pre-booked return flight and we may take further steps to recover damages from you for breach of this agreement.

Termination by you:

- c) You are not entitled to terminate this agreement for any reason except where we have committed a material breach of our obligations under this Agreement in which case we will arrange for your early return travel to your point of departure or for your accommodation up to the date of your pre-booked return flight (and either party shall be free to take further steps to recover damages from the other).