



Date:

THE PARTIES

This agreement is made between

Name: _____ Hereinafter referred to as the Client
of (address): _____

AND

Name: _____ Hereinafter referred to as the Maternity Nurse
of (address): _____

THE PARTIES HEREBY AGREE AS FOLLOWS

- 1) The client agrees to contract the services of, and the Maternity Nurse agrees to provide the following services to the client, in the care of her baby:
 - a) The direct and overall care of the baby for the period shown in Section 2, below.
 - b) To provide advice on all aspects of baby care, including child development, health, safety and hygiene.
 - c) To provide post-natal care and support to the mother, including monitoring recovery.
 - d) To support and encourage breastfeeding, including addressing any issues that may develop (if required)
 - e) To support and advise on choosing a formula, as well as sterilising and making-up bottle feeds (if required)
 - f) To implement a baby and family friendly routine and work to establish a good sleep pattern at night.
 - g) To help the baby integrate into the family by allowing the parents and siblings opportunity to bond.
 - h) To keep the Nursery clean and tidy at all times and to attend to the babies laundry.
 - i) To offer advice on any products which may help with the babies care and/or development.

Note: these duties are not exhaustive and any additional responsibilities should be agreed with the Maternity Nurse.

- 2) The Maternity Nurse will be responsible for the clients baby for the period stated below and detailed on the attached Service Agreement. The agreed salary to be paid to the Maternity Nurse is also shown below together with details of any additional expenses which may apply.

Start Date: End Date:

Service Provision: Total No: Salary: per hour

Hours of Work: Start Time: Finish Time: Total: per night

Service Provision: Total No: Salary: per hour

Hours of Work: Start Time: Finish Time: Total: per day

Service Provision: Total No: Salary: per week

Hours of Work: Start Time: Finish Time: Total: per day

Overtime: Standard Rate: Bank Holidays: per hour

Additional Expenses Travelling: Other:

- 3) The Maternity Nurse will be paid a salary on a weekly basis, in arrears. All payments should be in pounds sterling and be paid either by cash, cheque, or bank transfer. The specific method to be agreed with the Maternity Nurse.
- 4) The Maternity Nurse is responsible for paying their own Income Tax and National Insurance contributions
- 5) Where food and accommodation is required, the client will provide this facility at no cost to the Maternity Nurse

- 6) The Client is responsible for the cost of any day-time or overnight parking fees and Congestion Charging which may be incurred by the Maternity Nurse in the fulfilment of this contract.
- 7) The Client agrees to reimburse the Maternity Nurse for any expenses incurred during the performance of their services. Any expenditure should be agreed with the Client beforehand and paid not less than weekly.
- 8) If the baby is late, the client agrees to pay a retainer of 50% of the agreed salary from the contract start date until the date that the Maternity Nurse actually commences work. The Maternity Nurse will be considered 'on call' during this time and available to begin her booking immediately, upon any date notified by the client.
- 9) To secure the booking, the client is responsible for paying the Maternity Nurse a deposit equivalent to one weeks salary. This money will be held as the final weeks salary at the end of the employment period. The deposit is due to be paid within one week of signing this contract.
- 10) If the client cancels the booking of the Maternity Nurse (except under extenuating circumstances), less than three weeks before the contract start date agreed, the client will be required to pay a cancellation fee of two weeks salary, to be paid within one week of the notification date of the cancellation.
- 11) If for any reason the Maternity Nurse has to cancel the agreed booking before the commencement date of the contract, it is agreed that the Maternity Nurse will refund in full any deposits and other monies paid by the client, within seven days of the notification date of the cancellation.
- 12) If the client wishes to end the contract of employment earlier than the date stated, a minimum of fourteen days notice is required. In the event of immediate termination a two week severance payment will be paid by the client.
- 13) In the event that the Maternity Nurse wishes to end the contract of employment earlier than the date stated a minimum of fourteen days notice is required.
- 14) Where the Maternity Nurse is providing a 'night-time' service for six consecutive nights it is a requirement that the Maternity Nurse will be given unpaid 'time-off work' of one night every week. Where the Maternity Nurse is providing a 'day-time' service for six consecutive days, it is a requirement that the Maternity Nurse will be given unpaid 'time-off work' of one day every week. Where the Maternity Nurse is providing a 'live-in' service for longer than six consecutive days, it is a requirement that the Maternity Nurse will be given a paid 'time-off work break' of 3 hours in every 24 hour period. In addition they will also be given unpaid 'time-off work' of one day every week.
- 15) It is a condition of this agreement, that now and at all times in the future the Maternity Nurse keeps confidential the affairs and concerns of the Clients household and its transactions and business unless required to do so, by law.
- 16) If the Maternity Nurse is forced to leave as a result of unreasonable behaviour by the client, their family or their associates, the full balance of the contract fee that remains outstanding to the end of the contract period will be paid in full, within seven days. Unreasonable behaviour would include, but is not limited to: bullying, physical violence, sexual harassment or any breach of the Maternity Nurse contract.
- 17) In the unlikely event of any concerns relating to the Maternity Nurses behaviour or conduct, the Client should inform one of the directors of Nights Owls as soon as possible. It is recognised that the Client may dismiss the Maternity Nurse without notice for any serious breach of duty including (but not limited to) theft, drunkenness, illegal drug taking or child abuse. A full refund of fees will be made if the departure of the Maternity Nurse is due in any way to their unprofessional conduct.
- 18) This document contains the entire agreement of the parties identified above and succeeds any prior written or oral agreement between the parties. This agreement may only be amended or modified in whole or part in writing and signed by both parties.

Client Signature:	
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Print Name:		Date:	/	/
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Maternity Nurse Signature:	
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Print Name:		Date:	15 January 2015
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