



# Member Code of Conduct

## Our agreement with you

### 1. Background details

#### We are looking forward to working with you

As the peak Australian incorporated association for the nanny industry, we aim to support, represent and empower nannies working in Australia through our various membership services.

*We expect all Members to act in line with this Code of Conduct.*

This document sets out expectations about how we deliver our Membership Services to you and how we expect Members to engage with us and the wider community.

- **ANA, we, or us** means Australian Nanny Association Incorporated ABN 85 887 491 471
- **Member, you, or your** means the person or business delivering home-based child care who has a current Membership with us.

*This Code to both individual members and Agency Members*

#### Our agreement with you

Our agreement with you is set out in:

- your **Membership Application Form** (including our current Membership Criteria),
- this Code of Conduct, and
- our **Constitution**, available from our Website

Together, these make up our agreement with you about how we will work together (**Agreement**).

- If there is conflict between the various parts of this Agreement, the document listed higher in the above list takes priority to the extent of any inconsistency.

## About your membership

### 2. Member benefits

#### Benefits and inclusions change over time

Member benefits are on our Website (and some might be a surprise!).

- These benefits may change from time to time based on feedback from Members, availability from our suppliers and partners, and our current strategic focus.
- When we add or change Membership Benefits, we let you know via your contact email.

#### Your membership is for you only

- You cannot transfer your membership to someone else.

### 3. Member criteria

#### You must meet our criteria to be a member

To maintain our good professional standing as an association and trusted industry voice, we have eligibility standards for our Members.

- You agree that you meet this criteria when you submit a Membership Application.
- You also agree that you will maintain this criteria during your Membership period.

#### Overview of membership criteria

Our current criteria are on our Website, and includes:

- Meeting the **Core Certification** requirements
- Paying the Membership Fees
- Agreeing to behave in line with this **Code of Conduct**.

*Different membership types have different criteria, for example Agency Members will have different criteria to individual Members.*

#### Core Certifications

**Core Certifications** means maintaining the following certifications:

##### Individual Nanny Members

- Must be 18 years of age
- Must hold a state based WWCC / Blue Card
- Must hold a current CPR certificate (less than 12 months old)
- Must hold a current First Aid Certificate (Less than 3 years old)

##### Agency Members

- Must operate in Australia and hold a valid ABN
- Must have an online presence of at least one of the following: Website, Facebook Page, or Instagram Profile
- Must include the following vetting processes when recruiting:
  - Face to face or online video interviews,
  - Call and verify references,
  - Verify state-based WWCC, and
  - Verify current First aid and CPR certificate
- Must ensure advertised roles offer fair and legal pay options
- Maintain and hold a current Public Liability Insurance policy.

#### Member audits

In line with the Constitution, the Committee may undertake random audits to ensure Members meet the criteria for their Membership type.

- If you fail to meet all criteria, we may cancel your membership


*Please see the **Constitution** for more information.*

## Expectations

### 4. Basic expectations

#### Keep certifications up to date

Ensure you maintain the **Core Certifications**.


 **Agency Members** are responsible for ensuring that the nannies which they place with families all have current Core Certifications.

#### Comply with all relevant laws and regulations

All Members must comply with relevant state laws and regulations in relation to professional nanny placement agencies (if relevant) and any working with children requirements.

#### Insurance

All Members are encouraged to get and maintain adequate insurance.

 **Agency Members must** maintain appropriate insurance which covers them and the nannies which they place with families.

## Child Safety

### 5. Child Safety Code

Anyone involved with the ANA, including Members, must follow the below child safety rules and our [Child Safe Policy](#).

#### ✓ Do

- ✓ Always follow our [Child Safety Policy](#) and this Code of Conduct.
- ✓ Do your best to protect children from harm.
- ✓ Listen to and respond to what children say, especially if they talk about being harmed or feeling unsafe.
- ✓ Encourage children to speak up and join in activities that matter to them.
- ✓ Ensure Aboriginal children and children from diverse cultural or linguistic backgrounds feel safe and included.
- ✓ Make sure that children with disabilities feel safe and included, such as during personal care activities.
- ✓ Show respect to everyone.
- ✓ Report any concerns about child safety to the ANA Executive Committee.
- ✓ Report any child abuse claims to the police or local child protection agency.
- ✓ If a child abuse claim is made, quickly make sure the children involved are safe.

#### ✗ Do not

- ✗ Don't have unnecessary physical contact with children.
- ✗ Don't do anything that could put children in danger, *like locking bedroom doors*.
- ✗ Don't help with personal tasks that children can do themselves, *like using the toilet or changing clothes*.
- ✗ Don't tolerate discrimination.
- ✗ Don't discuss adult topics around children.
- ✗ Don't use inappropriate language around children.
- ✗ Don't express personal opinions about cultures, races, or sexuality around children.
- ✗ Don't discriminate against any child, for any reason.
- ✗ Don't ignore any suspected or reported child abuse.

Our [Child Safe Policy](#) is available from our website.

If you see anyone breaking these rules, report it to the ANA Executive Committee right away.

**If you think a child is in immediate danger, call 000.**

### 6. Relationships and professionalism

You agree to the following safety, relationship, and professionalism requirements.

#### Relationships with children

- ANA members will collaborate with parents to address children's emotional, physical, and mental needs, ensuring their safety at all times, especially in public spaces.
- Members will respect children, model positive behaviour, and support their confidence and autonomy.
- Members will plan activities based on the children's interests, using everyday events as learning opportunities.
- Physical discipline, rough handling, or aggressive speech are strictly prohibited. If a child is suspected to be at risk of abuse or neglect, members will follow the National Children Safety Standards and report to relevant authorities.
- Members will respect children's privacy, especially regarding personal or medical information.

#### Relationships with families

- Members will interact respectfully with families, honouring their cultural values and beliefs.
- Any accidents or injuries involving a child must be promptly reported to the family.
- Members will handle family possessions carefully, reporting any accidental damage immediately.
- Confidentiality is paramount. Photographs or personal information about children or families must not be shared without explicit consent.

*For example, don't discuss family circumstances outside the family unless you're legally required to share information.*

#### Professionalism

- Members will respect everyone in the Nanny community, both in-person and online.
- Members are encouraged to reflect on their practices, learn from experiences, and strive for improvement.
- Members will uphold social equality and appreciate community diversity.
- Members must comply with state laws and regulations concerning professional Nanny placement agencies.
- Public criticism of the association, its members, or its committee is not acceptable.
  - Nothing in the Constitution or this Code of Conduct stops members from discussing or disagreeing with the official ANA positions privately or at ANA meetings.
- If you access the ANA Facebook group, you must adhere to the Social Media rules (**below**).
- You are encouraged to enrol in an appropriate childcare qualifications and attend professional development opportunities such as workshops or local council parenting information sessions, continually developing their understanding of caring for children.

### 7. Conduct on Social Media

The Australian Nanny Association's Members only Facebook Group allows our active members to keep up to date with activities.

- The group will allow us to seek your input on issues and to also make us aware of areas where we can improve. But overwhelmingly, our Facebook group is a place where our members can build the in-home childcare industry by building in-home childcare spirit.
- We ask that our members accentuate the positives and bring to everyone's attention the little things that make the in-home childcare industry great.

## Rules for appropriate Social Media use

### Real Identity

- All users participating in the ANA Members Only Facebook group must do so using a Facebook account that clearly identifies them by their real name.

### Content Guidelines

- Content should focus on in-home childcare situations, providing support or advice.
- Issues concerning committee members, other members (nanny, agency), or parents must not be discussed on this Facebook page.
- We encourage supportive interactions such as comments and likes when issues are raised.
- Please refrain from interactions that incite or perpetuate negative sentiments.
- For privacy, avoid using the names of any adult, child, or agency in postings related to issues.
- You may use names to recognise excellent work within the in-home childcare industry.

### Moderation

- The ANA Committee reserves the right to remove any individual or business from the closed Facebook ANA group at any time.
- Job postings, advertisements for positions, or self-promotion outside of ANA-designated promotional days are not permitted. Non-compliant posts will be removed.

### Legal

- Our group is subject to broader laws and if needed, we will make changes to content, posts, and members in this group in order to meet our legal requirements at law, as well as under Facebook's terms of service.

By adhering to these rules, we can maintain a supportive, professional, and respectful community for all our Members.

## 8. Results from being a Member

Whilst we hope to help support you throughout your career in the nanny industry, we cannot guarantee particular outcomes or results for any person or business who becomes an ANA Member.

- Testimonials from current or past Members are examples of previous outcomes only.

## Fees and payments

### 9. Paying for your Membership

You must pay for your Membership.

The current Membership Fees are set out on our Website.

- You agree to a 12-month minimum commitment and pay via direct debit 12 months in advance.
- At the end of your membership period, we'll contact you to let you know you need to renew your Membership and reconfirm your Core Certifications.
- You'll need to pay the Fee and confirm your Core Certifications to keep your Membership current.

#### Changing our Fees

We might increase our Fees from time to time.

- If we increase our Fees, we'll give you at least 30 days' notice.
- Any Fee changes will not affect your Membership Fees until your next Renewal.

#### Ending your Membership

You can cancel your Membership at any time, and you can access our Services until the end of your current Member period.

### Changing membership types

From time to time, we may introduce new Membership offers or benefits. We'll set the details out on our Website.

## Information and intellectual property

### 10. Protecting personal information

We handle information you give us in line with our Privacy Policy, available at our Website.

- When you sign up as a Member, you consent to our collection and use of your information in line with our Constitution, this Code, and our Privacy Policy, and our other policies.

#### Public member register

As a registered Association, we must maintain a Member Register which Members are entitled to request to inspect. The member register includes the following information:

- Full name and postal address
- Address for notices (which can be electronic)
- Date of when person became a member (and, if relevant, date they stopped being a member)

#### We may take photos at events

If you come to our events (online or face to face, free or paid), we might take images or recordings of the event. This might include recordings of you.

- By attending events, you grant us a broad, royalty-free, global license to use event images in all media types for promotional and other purposes.

### 11. Feedback you give us

If you give feedback in a **public** forum, you give us permission to use that content and related personal information publicly.

*For example, we may take a screenshot of a positive Google review or Instagram story and use that material to promote ANA.*

- If you send private feedback, you give us permission to use that content anonymously on our Websites. We won't attach **private** feedback to you by name without getting your permission first.
- If you give permission and later change your mind, let us know and we'll make reasonable efforts to remove it.

### 12. Intellectual Property (IP)

#### Your obligations when using our Resources

We own or licence all Intellectual Property rights in our Branding and Resources.

- Provided you continue to meet our criteria for Membership, we may grant you a **limited license** to use our Branding and / or Resources for the purpose of promoting the ANA and your current Membership status.
  - If your Membership lapses or you no longer meet the Membership Criteria, then you are no longer permitted to use our Branding, Resources, or other IP.
- Unless we give you express written permission you **must not** copy or create derivative, imitative works of our Resources or sell or claim ownership to our Resources.
- If you misuse our Resources or Branding, we may take action to protect our rights without further notice to you, and we may cancel your Membership and associated Benefits.

## Resolving issues

### 13. Let us know if you have an issue

#### Resolving disputes

If a dispute comes up in relation to your ANA Membership, we both agree to act reasonably to resolve it.

Please see the **Constitution** for more on resolving disputes.

### 14. Ending Membership

#### Ending your Membership

You can cancel your Membership at any time, and you can access our Services until the end of your current Member period.

#### We might suspend or end your Membership

We try to discuss issues with you first, but may suspend or end your Membership (after following any relevant procedures in the Constitution) if:

- You fail to meet the membership criteria,
- You don't pay Membership Fees,
- You're in breach of this Code of Conduct and either you can't fix that breach, or you don't fix the breach after we give you a reasonable time to fix the breach,
- We reasonably believe that you do not support the central aims and values of the ANA, or
- You fail to uphold the professional standards of the ANA (which includes publicly disagreeing with a public position taken by the ANA).

Please see the **Constitution** for more information on cessation of membership and disciplining members.

## General details

### 15. Changing this Code of Conduct

We may change this Code of Conduct from time to time in accordance with our Constitution.

- If we do change this Code, the changes take effect on and from the day we put the updated Code on our Website or otherwise notify you.

### 16. Survival

Some rights and obligations under our agreement with you remain in force after you stop being a member.

These include the rights and obligations under the following sections: Protecting personal information, Feedback you give us, Intellectual Property (IP), and Survival, as well as any that by their nature are intended to continue

### 17. Other general details

- **Invalid parts severed:** If a court of law decides one or more parts of our Agreement with you is invalid, only those parts are severed from the Agreement and other parts remain in full force and effect.
- **No waiver:** Delay or failure to exercise rights or a partial exercise of rights is not a waiver of those rights.
- **Force Majeure:** Neither party is liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.
- **Full agreement:** This agreement outlines the full agreement between us for the Services we supply you.
- **Governing law:** This Agreement is governed by the laws in force in New South Wales, and the parties agree to submit to that jurisdiction.

## 18. Dictionary

Capitalised words have the following meanings

Please see the **Constitution** for more detailed definitions and further explanations.

**Confidential Information** includes all material, IP, non-public, business-related information disclosed or made available to the receiving party through any means, relating to a party's business but excludes information that, without breaching this agreement, is already public or known to the receiving party.

**Core Certifications** means maintaining the following certifications:

Individual Nanny Members	✓ Must be 18 years of age
	✓ Must hold a state based WWCC / Blue Card
	✓ Must hold a current CPR certificate (less than 12 months old)
	✓ Must hold a current First Aid Certificate (less than 3 years old)

Agency Members	✓ Must operate in Australia and hold a valid ABN
	✓ Must have an online presence of at least one of the following: Website, Facebook Page, or Instagram Profile
	✓ Must include the following vetting processes when recruiting:
	○ Face to face or online video interviews,
	○ Call and verify references,
	○ Verify state based WWCC, and
	○ Verify current First aid and CPR certificate
	✓ Must ensure advertised roles offer fair and legal pay options
	✓ Maintain and hold a current Public Liability Insurance policy.

**Fees** means the charges you pay to us for the Services we provide, as set out in on our Website.

**Intellectual Property (IP)** means any and all of the following in any jurisdiction throughout the world: trademarks and service marks, including all applications and registrations, and goodwill connected with the use of them, patents, copyrights, Website, and internet domain names, including all related applications and registrations, trade secrets and confidential know-how, other intellectual property and related proprietary rights, interests, and protections. Our Resources are part of ANA Intellectual Property.

**Membership Period** means the 12 month period during which we will provide the specific Services in exchange for the Fees.

**Membership** means the bundle of rights, opportunities and Services we offer you as an ANA member.

**Resources** means all tools we create, develop, or use to supply your Membership, which might include one or more of the following: access to videos, written information, audio, lessons, digital products, classes, workshops, training plans, feedback, advice, programs, content on our Website, digital products, eBooks, and / or webinars. ANA always retains ownership of all our Resources.

**Services** means the various products and services offered by us to our Members from time to time, including advocacy, training, certification, IP licensing, promotional services, online courses, coaching, consulting, events, workshops, and other related products and services.

**Website** includes our website [australiannannyassociation.org.au](http://australiannannyassociation.org.au), and our presence social media platforms like Facebook, LinkedIn, and [@australiannannyassociation](https://www.instagram.com/australiannannyassociation) on [Instagram](https://www.instagram.com/australiannannyassociation).

**WWCC** means the Working With Children Check or Blue Card that applies in a relevant State in Australia.

If you have any questions or notices about this Code of Conduct or our other policies, please contact us, we are happy to help!

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