

# Employment contract

This contract sets out the terms and conditions with:

Name:

Date:

## 1. Job Title, Duties & Responsibilities

1.1 You shall be employed by \_\_\_\_\_ as a Nanny to provide nanny services to \_\_\_\_\_

1.2 You shall carry out those duties set out in Appendix A at the end of this contract and any other duties reasonably necessary for the provision of nanny services to us and the child(ren).

1.3 During the period of your employment by us, you shall, unless incapacitated by illness or injury, and devote the whole of your working time, attention and ability to your duties under this agreement.

## 2. Commencement Date

2.1 Your employment by us will commence on: \_\_\_\_\_

2.2 No period of employment with any previous employer will count as continuous with your employment to me/us.

## 3. Remuneration

3.1 During your employment by us, we shall pay you a basic salary at the rate of per week for a \_\_\_ day week \_\_\_\_\_ to \_\_\_\_\_. This amount shall accrue from day to day and be payable by equal monthly instalments.

3.2 We shall account for your Income Tax at the basic rate, Employee's National Insurance Contributions and Employer's National Insurance Contributions and shall provide you with evidence of such payment upon reasonable request.

3.3 We shall provide you with a fully itemised pay-slip at the end of each month, a P60 at the end of each tax year and a P45 at the end of your employment under this agreement.

3.4 We shall be entitled to deduct from your salary all sums owing or otherwise payable from you to me/us.

## 4. Expenses

4.1 You will be reimbursed all reasonable expenses properly and exclusively incurred in the performance of your duties, provided that you obtain our prior consent for any expenditure over £\_\_\_\_\_.

4.2 We shall reimburse you for any reasonable extra travel expenses incurred by you as a result of you working at another location.

## **5. Hours of Work**

5.1 Your normal hours of work shall generally be from \_\_\_ am to \_\_\_ pm \_\_\_\_\_ to \_\_\_\_\_.

5.2 You shall be entitled to be paid overtime for any work performed outside your normal working hours at £\_\_\_ per hour.

## **6. Place of Work**

6.1 Your place of work shall be at: \_\_\_\_\_

It may be necessary from time to time for you to work either temporarily or permanently at such location as we shall reasonably require, provided that you are given reasonable notice of the change in location and the new location is in reasonable commuting distance from our homes.

## **7. Car**

7.1 You shall use your own car as necessary for the performance of your duties.

7.2 We shall reimburse you for reasonable fuel costs incurred in the use of your car during hours of work at 45p per mile.

7.3 You will maintain a current valid driving licence at all times and shall not be disqualified from driving.

## **8. Pension**

8.1 We as the employer will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008.

8.2 There is no contracting out certificate in force in relation to your employment with us.

## **9. Meals**

9.1 Whilst you are working at our home, you will be entitled to prepare for yourself no more than meal/s per day using the food and facilities of the household and, if you have special dietary requirements, to purchase such food as is reasonably necessary for your requirements, the cost of such food to be reimbursed to you by us, subject to you obtaining our prior consent for such payments.

## **10. Holidays**

10.1 In addition to bank and other public holidays you shall be entitled to working days' holiday per annum in the period you will be employed by us which shall accrue from day to day.

10.2 On the termination of your employment you shall be entitled to be paid in lieu of accrued untaken holiday on a pro rata basis of your basic agreed salary for each untaken day's accrued holiday entitlement, If on the termination of your employment you have exceeded your approved pro rata holiday entitlement for that holiday period, the excess will be repayable by you and may be deducted from any sums due to you.

10.3 Whenever possible you will take your holidays at the same time as us and our family. You may choose when to take \_\_\_ days out of the full entitlement of \_\_\_ days holiday. (This should be half and half)

10.4 You shall not be obliged under this agreement to accompany the child(ren) on holiday.

10.5 We may require you to take outstanding holiday entitlement during any period of notice.

10.6 Holiday entitlement shall only accrue during any absence due to illness or injury at our discretion without obligation.

## **11. Incapacity!**

11.1 If you shall at any time be absent from work due to illness or injury you shall as soon as reasonably practicable inform us of the reason for your absence and it's anticipated duration and shall keep us informed of such matters at such intervals as we may reasonably require.

11.2 If you are absent from work due to illness or injury for more than seven days (including non working days), you shall as soon as is reasonably practicable thereafter send to us a statement of your incapacity signed by a registered medical practitioner and shall send such further statements at such intervals as we may require to cover the full period of absence. On each occasion that a medical practitioner's certificate expires and you do not anticipate returning to work, you must notify us as soon as possible.

11.3 You will be entitled to receive Statutory Sick Pay in accordance with legislation in force from time to time.

11.4 For Statutory Sick Pay purposes, your qualifying days shall be your normal working days, which shall be \_\_\_\_\_ to \_\_\_\_\_.

11.5 If you are absent due to illness or injury, provided that you shall have complied with the terms of this agreement relating to incapacity you shall be paid sick pay equivalent to your basic salary for such period, but not for more than five working days in any calendar year or 1 day for every day of the week worked, as we in our absolute discretion (without obligation) consider reasonable in the circumstances.

11.6 The Employee's entitlement to maternity pay and leave will be in accordance with English statute.

## **12. Termination**

12.1 The first month of your employment by us shall constitute a probationary period during which period either party may terminate your employment by giving to the other party not less than one week's notice.

12.2 Subject to provisions for earlier termination contained in this clause, your employment shall continue until termination by \_\_\_\_\_ week's written notice on either side.

12.3 We shall be entitled to pay basic salary in lieu of notice whether notice is given by us or by you.

12.4 During any period of notice whether given by you or us, we shall be entitled at our discretion to require you not to carry out your duties.

12.5 Your employment shall terminate automatically on you reaching your normal retirement age, which shall be 65 years.

12.6 On the termination of your employment for whatever reason, you shall immediately return to us all keys, documents or other property belonging to us, the child(ren) of the household which are in your possession or under your control.

12.7 We shall be entitled to terminate your employment summarily, without notice if you:

- Are guilty of gross misconduct
- Have committed a serious or repeated breach of this agreement
- Act or omit to act in such as is likely to prejudice the interests or reputation of ourselves, our family, our household or our business.!
- Are convicted of any criminal offence (excluding minor road traffic offences not resulting in prison)
- Become of unsound mind or a patient for the purposes of any statute relating to mental health!
- Commit any act of neglect or abuse of the child(ren)
- Cause a disruptive influence in the household
- Commit any act of dishonesty relating to ourselves, our family, and our household, business or otherwise: or become bankrupt or make any arrangement or composition with or from the benefit of your creditor.!

### **13. Disciplinary & Poor performance Procedure & Grievance Procedure**

13.1 The procedure shall, save in cases involving gross misconduct, be:

Firstly - Verbal warning

Secondly - Written warning

Thirdly - Dismissal

13.2 In order to investigate any allegations of misconduct, we shall be entitled to suspend you on full pay for such a period as we shall, at our absolute discretion determine in order to carry out a proper investigation. You shall co-operate fully with any such investigation.

### **14. Confidentiality**

14.1 Without prejudice to other obligations of confidence, you shall not, other than in the proper course of your employment either during or after the termination of your employment, use, publish or otherwise disclose to any person any confidential information relating to the affairs, finances or businesses of us, our family or our household.

14.2 You shall not communicate with the press, broadcasting or other media regarding us, our family, or our household, except with our express prior consent.

## **15. General**

15.1 This agreement shall be governed by the laws of England & Wales and the Courts of England & Wales shall have exclusive jurisdiction to adjudicate any disputes arising under it.

15.2 This agreement replaces any previous agreement governing your employment by us.

15.3 You shall not make at any time, either during your employment or at any time after it's termination, any statement or permit or authorise any statement to be made which is calculated or reasonably likely to damage the reputation or cause other damage to us, our family or our household.

15.4 You shall not at any time after the termination of your employment with us wrongfully represent yourself as being employed by or otherwise connected in any way with us, our family or our household.

15.5 You warrant that you are not subject to any agreement, arrangement or understanding or subject to any other restriction which is in any way directly or indirectly restricts or prohibits you from entering into this agreement or from fully performing your duties and responsibilities set out in this agreement.

15.6 No variation or amendments to this agreement shall be legally binding unless and until such variation or amendment is confirmed in writing and signed by all parties.

15.7 We reserve the right to make minor changes to any terms & conditions of your employment. Please sign & date one copy of this letter by way of acceptance of its terms and conditions and then return to us.

I agree and accept the terms and conditions of employment set out in this contract.

**EMPLOYEE'S SIGNATURE:**

**DATE:**

**EMPLOYER'S SIGNATURE:**

**DATE:**