

**The Agency recommends that the Client obtains its own legal advice in relation to any contract it wishes to enter into with the Applicant. Any draft contract is supplied as a guide, the Agency takes no liability whatsoever for the contents of the draft.**

**Contract of employment as required by the Employment Rights Act 1996**

**Contract between \_\_\_\_\_ and \_\_\_\_\_**

**Date:** \_\_\_\_\_

**Name(s) of employer(s):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Number of children:** \_\_\_\_\_

**Names of children:** \_\_\_\_\_

**Name of employee:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**National Insurance Number:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date of commencement of employment:** \_\_\_\_\_

**Place of work:** \_\_\_\_\_ or other such place(s) as the employer may reasonably require/frequent from time to time.

**Duties:**

The employee will carry out the duties set out in the attached Duties list.

**Schedule:**

The employee's work hours are between \_\_\_\_ a.m./p.m. from \_\_\_\_\_ (list days).

The babysitting requirements are \_\_\_\_\_ (inclusive/exclusive of salary).

These hours of work can only be changed by mutual agreement. The employer will pay £\_\_\_\_/hour for any extra hours worked.

**Remuneration**

- **Salary:** The gross salary is £ \_\_\_\_\_ (net salary amount ).
- **Payment:** Salary to be paid when ( eg. per week/month/hour /on which day ). Salary to be paid how (direct debit transfer direct to bank/by cheque).
- **Tax:** PAYE and National Insurance contributions to be deducted from gross sum by the employer. The employer will ensure that the employee is given a payslip on the day of payment detailing gross payment, deductions and net payment; a P60 at the end of each tax year and a P45 at the end of your employment at the end of the Agreement.
- **Salary Review:** The basic salary will be reviewed once/twice per year on \_\_\_\_\_. An increase with effect from that date (if any) is subject to the employer's absolute discretion (without obligation).
- **Expenses:** The employee will be reimbursed for all reasonable expenses, properly and exclusively incurred in the proper performance for his/her duties provided that he/she obtain the employer's express prior consent. Receipts for all purchases are requested. Any reasonable extra travel expenses incurred as a result of working at another location will be reimbursed.

- **Pensions:** The employer does /does not run a pension scheme.

### Holidays

The employee will be granted \_\_\_\_\_ free days and \_\_\_\_\_ free weekends per month. These hours of work can only be changed by mutual consent. The employee will be free on all Bank Holidays and other public holidays, or will receive a day off in lieu, by agreement.

In addition the employee will be allowed \_\_\_\_\_ weeks paid holiday. In the first or final year of service, the employee will be entitled to holidays on a pro rata basis. Paid compensation is not normally given for holidays not actually taken. Holidays may only be carried into the next year with the express permission of the employer.

The employee will give the employer \_\_\_\_\_ weeks notice of any upcoming holidays. The duration of the holiday is to be mutually agreed.

### Sickness

The employer will pay an SSP scheme in accordance with legislation. Any additional sick pay will be at the employer's discretion.

The employee will give the employer \_\_\_\_\_ days notice for personal days taken, and will call by \_\_\_ a.m. the first day of illness.

### Entitlements

- **(a) Use of car:** Delete as applicable.
  1. NO: The employee is not to take the children by car, either his/her own or that belonging to the employer, without the prior consent of the employer, except in very exceptional circumstances and never unrestrained.
  2. YES: If the employee is using his/her own car: It is a requirement of the employer that the employee uses his/her own car for business use (transportation of children). Petrol costs will be reimbursed by the employer. In such circumstances, it is the employer's responsibility to ensure that the insurance cover on the employee's car is fully comprehensive and that the cover is for business use (transportation of children). The employer will pay the cost of additional insurance cover. The employer will provide a car seat to be used every time the child is in the car. The child will never be unrestrained in the car.
  3. YES: If the employee is using the employer's car: It is a requirement of the employer that the employee uses the employer's car for business use (transportation of the children). Any costs incurred, unless due to negligence on the part of the employee, will be paid for by the employer. It is the employer's responsibility to ensure that the correct insurance cover is provided. The car will also be available to the employee for his/her own personal use. In such circumstances, the cost of petrol will be met by the employer at their absolute discretion/by the employee.
- **(b) Accommodation:** Delete as applicable.
 

YES: The employee shall be provided with (type of room) at (address). He/she will have sole use of bathroom/shared bathroom.

Telephone: Detail agreement.

(c) Food: Detail agreement.

(d) Others (eg. gym membership, days off, use of car etc)

### Confidentiality

It is a condition of employment now, during and after the termination of the employee's contract that the employee shall not use, publish or otherwise disclose to any person any confidential information relating to our affairs, finances or businesses of the employers, their families or their households. The employee will not communicate with the Press, broadcasting or other media regarding the employer, employer's families or households, except with their express prior consent.

## Notice of Termination

- **Probationary Period:** First four weeks of employment. One week's notice required in writing by either party to terminate employment during this period.
- **Notice Period:** After four week's continuous service, either the employee or the employer may terminate this contract by giving \_\_\_\_weeks/months notice.

Should the employer terminate the agreement, the employer agrees to pay all wages up to and including the employee's last day of work.

We shall be entitled to pay a basic salary in lieu of notice whether notice is given by you or by us. On termination of employment for whatever reason, the employee will immediately return all keys, documents or other property belonging to the employer, the children or the household which are in the employee's possession or under their control.

## Discipline

Reasons which might give rise to the need for disciplinary measures include the following:

1. Causing a disruptive influence on the household
2. Job incompetence
3. Unsatisfactory standard of dress or appearance
4. Conduct during or outside working hours prejudicial to the interest or reputation of the employer
5. Unreliability in time keeping or attendance
6. Failure to comply with instructions and procedures eg. being unable to drive due to driving ban
7. Breach of confidentiality clause
8. Dishonesty

In the event of the need to take disciplinary action, the procedure will be: Firstly-oral warning; secondly-written warning; thirdly-dismissal.

Reasons which might give rise to summary dismissal include the following:

1. Theft
2. Drunkenness
3. Illegal drug taking
4. Child abuse

## Changes and Amendments

In the event of the birth of another child----(need to specify how/if contract would continue/alter). This contract can be changed or amended if both parties agree.

## Progress Reviews and Procedures

The employer/employee agree to review progress every \_\_\_\_months.

If employee/employer has a grievance, the procedure should be \_\_\_\_\_(action to be taken.)

## Emergencies

If a medical emergency arises, the nanny should (list appropriate measures here). (Enclose a letter authorising your nanny to take your child to the doctor or emergency room and seek medical care).

Nanny must contact the parents immediately.

Mother's phone number: \_\_\_\_\_

Father's phone number: \_\_\_\_\_

### Signatures

The Employee \_\_\_\_\_ Date \_\_\_\_\_

The Employer (s) \_\_\_\_\_ Date \_\_\_\_\_

### Appendix

- **Duties:**  
(List all the nanny's responsibilities. Be specific. For example, daily walks, visits to library, changing child's sheets on a weekly basis, taking the child to the doctor when necessary, bathing child etc)
- **House Rules:**  
Naptime method: (specify nap time each day; whether nanny can let baby cry it out, and for how long, how many times during the day a nanny should put baby down etc).
- **Discipline:** (specify whether you want the nanny to discipline your child by using time-outs, etc)
- **Television:** yes/no If yes, how many hours a day? \_\_\_\_\_ hours
- **Meals:** (List how many meals a day, what your child is allowed to eat, and what he/she isn't)
- **Hygiene:** (List specific rules - for example, nanny must wash hands before and after changing, etc)
- **Safety:** (Specify areas inside and outside your house where your child is not allowed, and any other safety rules to be enforced)  
Authorization to release child: (List anyone who is allowed to visit or pick up your child during the day, for example, grandparent, your older sister, etc)