

SAMPLE EMPLOYMENT CONTRACT FOR NANNY

Date of Issue: [number] day of [month] 20

BETWEEN

- 1) [insert name of employer(s)] of [address] ("the Employer")
- 2) [insert name of Nanny] of [address] ("the Nanny")

Our agreement with you:

IT IS AGREED that the Employer will employ the Nanny on the following terms and conditions:

1. Terms of Employment

- 1.1 The Nanny is employed to work at the Employer's home at [location], or such other place(s) as the Employer may reasonably require from time to time. The employment commenced on [date] and shall not be continuous with any previous period of employment.
- 1.2 The Nanny's duties shall be:
 - (a) Caring for [] children whose names and ages are []
 - (b) Baby sitting at times agreed in advance
 - (c) [insert duties required by the Nanny]
 - (d) [insert duties required by the Nanny]
 - (e) [insert duties required by the Nanny]
- 1.3 The Nanny shall normally work the following days: [state days of work – please also see the note under clause 1.5]
- 1.4 Normal working hours shall be agreed by the Employer and Nanny in advance, but shall generally be [state hours of work] save that the Nanny is entitled to a break of [not less than 20 minutes within a six hour period (or 30 minutes if the nanny is aged 18 or under)], to be taken at an appropriate time when the welfare of the child(ren) will not be put at risk.
- 1.5 The Nanny shall be entitled to a rest period of not less than 11 consecutive hours [or 12 hours if the nanny is aged 18 and under] between the end of her normal working hours on one day and the commencement of her normal working hours on the following day. It shall be the responsibility of the Employer to ensure that she takes such a rest period.

[Note: as well as the daily rest periods the nanny will be entitled to a weekly rest period under the Working Time Regulations 1998. A nanny aged over 18 will be entitled in each 7-day period to an uninterrupted 24-hour rest break or in each 14-day period an uninterrupted rest period of not less than 48 consecutive hours. In other words the nanny must either have a minimum of one day a week off or one weekend off a fortnight. If the nanny is aged between minimum school leaving age and 18 she must have a 48 hour uninterrupted rest break every 7 days].

- 1.6 Unless prevented by illness or injury the Nanny
- a) shall devote the whole of her time, attention and ability, both during normal working hours and during such other reasonable additional hours as may be agreed between the Employer and Nanny, for the performance of her duties for the Employer, and
 - b) follow all lawful instructions of the Employer,
 - c) not perform any paid or unpaid work for any third party within the working hours of the Employer without the prior written consent of the Employer. [delete if not applicable]

2. Remuneration

- 2.1 The Nanny's gross salary will be £ [] per [week/month]. The salary shall be reviewed [once/twice] a year on *[insert date(s)]* but any increase in salary shall be at the total discretion of the Employer.

- 2.2 The salary shall be payable in arrears on the last working day in each [week/month] by a cheque or a direct debit payment direct to the Nanny's bank, as agreed by the parties. The Employer shall ensure that the Nanny is given a payslip on the date of payment detailing gross payment, deductions and net payment.

- 2.3 The Nanny shall receive the following benefits:

(a) Accommodation

The Employer provides the following accommodation:

[insert details including whether sole use or shared]

(b) Meals

The Employer provides the following meals:

[insert details]

(c) Use of car

The Employer [does/does not] provide use of a car.

[If a car is provided, state if provided for on-duty and off-duty use]

(d) Pension

The Employer [does/does not] provide pension contributions.

[If you do provide pension contributions give details]

(e) [Private Health scheme]

The Employer [does/does not] provide private health insurance.

[If yes provide details]

- 2.4 The Nanny shall be reimbursed by the Employer for all reasonable expenses incurred by her in the performance of her duties under this contract, provided that the expenses are incurred with the approval of the Employer and provided the Nanny produces such evidence of expenditure as the Employer may reasonably require. Mileage costs shall be reimbursed at the rate of *[insert number]* pence per mile if the Nanny uses her own car during performance of her duties.

- 2.5 The Nanny agrees that the Employer shall be entitled to deduct from any amount payable to the Nanny under this contract:-

- (a) any deductions required by law (including PAYE income tax, and National Insurance Contributions), and

(b) any monies owed by her to the Employer by way of reimbursement.

- 2.6 The Employer shall be responsible for accounting to the Inland Revenue for Income Tax and the employer's and the Nanny's National Insurance Contributions.

3. Holidays

- 3.1 The holiday year will start on *[insert date – the easiest start date in these circumstances is likely to be the date the Nanny starts work. You do not need to state the year, only the day and the month e.g. 1 January]*.

- 3.2 In each holiday year the Nannies who work full time are entitled to 28 working days paid holiday which includes the usual bank and public holidays.

- 3.3 Part time Nannies are entitled to paid holiday calculated on a pro-rata basis against the basic holiday entitlement of a full time Nanny. For example:

3.3.1 A part time Nanny working three full days per week = 3/5ths of normal entitlement

3.3.2 A part time Nanny working four hours per day, five days per week = full entitlement paid at a rate of four hours paid leave per day of holiday

3.3.3 A part time Nanny working four half days per week = 4/5ths of normal entitlement paid at the rate of half a day's pay per day of holiday

- 3.4 Where a bank or public holiday falls on a day on which a Nanny working part time does not normally work, then that day *[will /will not]* be treated as part of the Nanny's statutory leave.

- 3.5 Holidays are to be taken at such times as may be agreed with the Employer. Unless otherwise agreed by the Employer, the Nanny will not be allowed to take more than two weeks' holiday consecutively.

- 3.6 All leave must be taken in the leave year in which it accrues. The Nanny is not entitled to carry over any statutory leave into any subsequent leave year.

[Note: You may if you wish delete the above clause and use the following clause which will allow the Nanny to carry over the additional statutory leave into the immediately following leave year].

"The Nanny may carry forward any additional statutory leave only into the immediately following leave year."

- 3.7 Save as provided by sub-clause [3.9] the Nanny is not entitled to payment for unused holiday.

- 3.8 In the respective holiday years in which the Nanny's employment commences or terminates the Nanny's entitlement to holiday shall accrue on a pro rata basis for each complete month of service during the relevant year.

- 3.9 Upon termination of the Employment the Nanny will be entitled to a pro rata payment in lieu of any unused holiday entitlement up to the statutory limit of paid annual leave. Holiday entitlement in excess of statutory leave will only be paid at

the discretion of the Employer. The Employer reserves the right to deduct payment for holidays taken in excess of holiday entitlement under this clause from the final payment of salary to be made to the Nanny.

4. Sickness & Sick Pay

4.1 If the Nanny is unable to attend work due to sickness or injury she shall (insofar as she is able) promptly notify the Employer either in person or by telephone (as appropriate) on the first day of absence and provide the Employer with such evidence of her sickness or injury and the cause of it as the Employer may from time to time reasonably require.

4.2 The Nanny shall be entitled to receive [*Either statutory sick pay in accordance with the Government's SSP scheme during periods of sickness absence or payment (inclusive of any Statutory Sick Pay) during her absence on sick leave in accordance with the following:

- a. [Full pay for the first [] days/weeks sick-leave]
- b. [*Half*] pay for [] days/weeks] and [thereafter] Statutory Sick Pay in accordance with the Government's SSP Scheme].

[By law the nanny is only entitled to statutory sick pay but you may decide to provide for payment of a more generous sum for a specified period. Guidance may be obtained from the Nanny's local DSS office].*

4.3 [The Employer shall be entitled to require the Nanny to undergo examinations by a medical practitioner appointed by the Employer, and the Nanny shall sign the necessary consent form to authorise the medical practitioner to disclose to the Employer the results of the examination and discuss with the Employer any matters arising from the examination which might impair the Nanny's ability to properly discharge her duties]. *(This clause is optional)*

4.4 [If the Nanny takes sick leave due to injuries caused to her by a third party, and the Nanny recovers damages from the third party for her injuries, the damages recovered shall include all payments made to the Nanny by the Employer during the sick leave and all payments recovered shall then be paid to the Employer as soon as possible.] *(This clause is optional but if you do not include it and the nanny takes sick leave due to a car accident for example, she may not be able to recover the sick pay you have paid from the other driver's insurance company by way of damages as the nanny will not have suffered any loss. This could be a significant amount of money).*

5. Confidentiality

5.1 The Nanny shall not during her employment with the Employer, or at any time thereafter (otherwise than in the proper course of her duties or as is required by law) without the prior written approval of the Employer divulge or disclose any information which, by reason of its character or the circumstances or manner of its disclosure, is evidently confidential to the Employer.

6. Termination

6.1 If either party wishes to terminate this contract, the notice to be given shall be as follows:

- (a) during the first four weeks of employment ("the Probationary Period"), not less than one week's notice in writing, and
 - (b) thereafter, not less than [] week's notice in writing.
The notice shall never be less than the statutory minimum period of one week until the Nanny has completed two years' continuous employment, and thereafter one additional week's notice for every full year of continuous employment up to a maximum of twelve weeks.
- 6.2 The Nanny's employment under this contract may be terminated by the Employer at any time immediately and without any notice or payment in lieu of notice if the Nanny:
- (a) is guilty of gross misconduct or serious and persistent breaches of the terms of this contract, or
 - (b) is convicted of any criminal offence involving dishonesty, violence, causing death or personal injury, or damaging property.
- 6.3 Misconduct which may be deemed gross misconduct includes but is not limited to theft, drunkenness, illegal drug taking, child abuse and violent or threatening behaviour (be it verbal or physical).

7. Disciplinary & Capability Procedure

- 7.1 Reasons which might give rise to the need for measures under the Disciplinary & Capability Procedure include the following:
- (a) causing a disruptive influence in the household
 - (b) job incompetence
 - (c) unsatisfactory standard of dress or appearance
 - (d) conduct inside or outside Normal Working Hours prejudicial to the interests or reputation of the Employer
 - (e) unreliability in time keeping or attendance
 - (f) failure to comply with instructions and procedures
 - (g) loss of driving licence
 - (h) breach of confidentiality
- 7.2 In the event of the Employer needing to take disciplinary action the procedure shall, save in cases involving gross misconduct, be:
- | | |
|----------|--|
| Firstly | Written Warning |
| Secondly | Final Written Warning |
| Thirdly | Dismissal – If the Employer contemplates dismissal then one of the following procedures will be implemented: |

The standard and modified dismissal and disciplinary procedures are set out below. The standard procedure will be used when the Employer contemplates dismissing or taking formal disciplinary action against the Nanny such as that set out in clause 7.1 above. The modified procedure will be used in the event that there has been a dismissal without notice for gross misconduct, in which case it will apply after such a dismissal.

Standard Procedure

- Step 1** The Employer will set out in writing the Nanny's alleged conduct or characteristics, or other circumstances, which lead the Employer to contemplate dismissing or taking disciplinary action against the Nanny. The Employer will give the statement or a copy of it to the Nanny and invite the Nanny to attend a meeting to discuss the matter.
- Step 2**
- (1) The meeting will take place before any action is taken, except in the case where the disciplinary action consists of a suspension on full pay.
 - (2) The meeting must not take place unless:
 - The Employer has informed the Nanny of the ground or grounds for contemplating disciplinary action or dismissal in the form of a written statement
 - The Nanny has had a reasonable opportunity to consider his/her response to that information
 - (3) The Nanny shall be informed of their right to be accompanied at the meeting
 - (4) After the meeting, the Employer will inform the Nanny in writing of its decision and notify him/her of the right to appeal against the decision if he/she is not satisfied with it.
- Step 3**
- (1) If the Nanny does wish to appeal, he/she must inform the Employer within 5 working days, and on doing so the Employer will invite him/her to attend a further meeting.
 - (2) The appeal meeting may not take place before the dismissal or disciplinary action takes effect but will be arranged within a reasonable period of time.
 - (3) After the appeal meeting, the Employer will inform the Nanny of its final decision.

Modified Procedure

- Step 1** The Employer will:
- (1) Set out in writing
 - The Nanny's alleged misconduct which has led to the dismissal,
 - What the basis was for thinking at the time of the dismissal that the Nanny was guilty of the alleged misconduct,
 - The Nanny's right to appeal against dismissal, and
 - (2) Send the statement to the Nanny

- Step 2** (1) If the Nanny does wish to appeal, he/she must inform the Employer within 5 working days, and if he/she does so the Employer will invite him/her to attend a meeting.
- (2) After the appeal meeting, the Employer must inform the Nanny of its final decision.

8. Grievance Procedure

If the Nanny has any reasonable grievance relating to her employment the matter can be raised with the Employer informally if the Nanny deems appropriate. If the Nanny does not think that it is appropriate to deal with the grievance informally, the following procedure should be implemented:

Standard Procedure

- Step 1** The Nanny must set out the grievance in writing and send/give this statement to the Employer
- Step 2** The Employer will invite the Nanny to attend a meeting to discuss the grievance.
- The meeting must not take place unless:
- The Nanny has informed the Employer of the basis for the grievance set out in the statement under step 1
 - The Employer has had a reasonable opportunity to consider its response to that information
 -
- After the meeting the Employer will inform the Nanny of its decision, and the Employer will notify the Nanny of his/her right to appeal if he/she is not satisfied with it.
- Step 3** If the Nanny does wish to appeal, he/she must inform the Employer within 5 working days, and on doing so the Employer will invite him/her to attend a further meeting. After the appeal meeting, the Employer will inform the Nanny of its final decision.

Modified Procedure

- Step 1** The Nanny must set out in writing the grievance, and the basis for it, and send the statement to the Employer.
- Step 2** The Employer will set out its response in writing and send it to the Nanny

9. General principles relating to disciplinary and grievance procedures

The following general principles will apply to the disciplinary/ dismissal and grievance procedures

- Each step and action will be taken without unreasonable delay.
- Whenever the Nanny is invited by the Employer to attend a meeting, the Nanny must take all reasonable steps to attend.
- Timing and location of meetings must be reasonable.

- Meetings will be conducted in a manner that enables both the Employer and Nanny to explain their case.
- Whenever the Employer or Nanny is required to send the other a statement, the original or a copy will suffice.

10. General

- 10.1 This contract shall be construed in accordance with and governed by the laws of England and Wales/Scotland/Northern Ireland *[delete as applicable]* and the parties submit to the exclusive jurisdiction of the Courts of England and Wales/Scotland/Northern Ireland *[delete as applicable]*.
- 10.2 Any reference in this contract to any statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it and shall also include reference to all statutory instruments and orders made pursuant to any such statutory provision.
- 10.3 Words in the singular shall include the plural and vice versa, and references to any gender shall include the other and a reference to a person shall include a reference to any company as well as any legal or natural person.

SIGNED by the Employer

Dated

SIGNED by the Nanny

Dated