

# Contract of Employment

This agreement is made on **XXXX**

This Agreement sets out certain Terms and Conditions of your employment and includes your WRITTEN Statement of Employment Particulars as required by statute.

## 1. Parties' details

- 1.1. Name of Employer: **XXXX** (the "Employer").
- 1.2. Name of employee: **XXXX** ("You")

## 2. Date of Commencement of Employment

- 2.1. Your employment commenced on **XXXX**. No employment with a previous employer counts as part of a period of continuous employment.

## 3. Probation Period

- 3.1. There is a probation period of three months for new employees, during which time You shall be entitled to one week's notice. The Employer's disciplinary scheme/sick pay shall not apply. The Employer reserves the right to extend this period as appropriate.

## 4. Job Title and Duties

- 4.1. You shall be employed as a Nanny.
- 4.2. You are required to undertake the duties as set out in your job description. It does not form part of your Contract of Employment.
- 4.3. You may be required from time to time to undertake such other duties as the Employer may reasonably require, this will include occasional light housework.

## 5. Place of Employment

- 5.1. Your place of employment shall be at **XXXX** or such other places as the Employer may require. In the event that the Employer/family moves home your usual place of work will change automatically if it falls within a 10-mile radius.
- 5.2. You may be required to travel within the UK and overseas with the Employer. Prior notice and agreement will be given. If You accompany the Employer on family holidays this will not be deducted from your holiday entitlement. You will be required to have a valid current passport for any holidays taken abroad.

## 6. Remuneration and Benefits

- 6.1. Your salary amounts to **XXXX (I'd recommend between £11-£16)** per hour. Your entitlement to salary accrues on a daily basis payable monthly in arrears on or around the last day of the month.  
*Gross pay is subject to personal Tax and NI liabilities and therefore subject to change. Once you are set up on the payroll and your personal information has been confirmed by HMRC you will be notified.*
- 6.2. If You are for any reason, indebted to the Employer for any amount however arising, You hereby agree and authorise the Employer to deduct such amount from your pay or from any other allowances, expenses or payments payable from the Employer to You. You shall be notified of any such deductions not less than seven days in advance of the date on which the deduction shall be made, unless this is not reasonably practicable.

## 7. Hours of Work and Overtime

- 7.1. Your normal working hours are **XXXX**.
- 7.2. The Employer reserves the right to alter working hours as necessary.
- 7.3. Overtime shall be paid at the normal rate per hour for each hour worked over your normal working hours.

## 8. Holiday and Holiday Pay

- 8.1. The holiday year runs from **XXXX** to **XXXX**.

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- 8.2. From the commencement of your employment, your pro rata paid holiday entitlement will be at the rate of 5.6 weeks per year including bank holidays. Your holiday accrues on a daily basis.
- 8.3. Holiday may be taken only at times convenient to the Employer as previously arranged by notice. Further details of the notice arrangements and holiday policy are contained in the Nanny Employment Handbook.
- 8.4. The Employer will allocate 50% of your holiday entitlement.

### **9. Pensions**

- 9.1. If eligible, the Employer will auto-enrol You into a pension scheme, in accordance with the pension's auto-enrolment obligations.

### **10. Absence Due to Sickness or Injury**

- 10.1. A self-certification system operates for absence from work due to sickness or injury not exceeding seven days.
  - 10.2. If You cannot attend work because of sickness or injury, unless there is some good reason to the contrary, You must advise your Employer of the reason for non-attendance by 6.30am on the first working day of absence. Failure to do so may result in sickness pay not being paid.
  - 10.3. Immediately on your return to work You must obtain, complete and return to your Employer before the end of the day of your return to work, a self-certification form or doctor's certificate/fit note for periods exceeding seven days.
  - 10.4. Sickness or injury absence exceeding seven days must be covered by a doctor's certificate/fit note.
  - 10.5. All sickness or injury absence will be entered on your employment record.
  - 10.6. If You are absent from work for four or more days by reason of sickness or injury, You are entitled to statutory sick pay (SSP).
- Please refer to the Nanny Employment Handbook for further information.

### **11. Notice to Terminate**

- 11.1. Once the probationary period is completed, save in cases of gross misconduct, this contract may be terminated at any time by the following periods of notice.
- 11.2. The period of written notice required from the Employer to terminate your employment following satisfactory completion of your probationary period shall be one month. After five years this will increase by one week for every year of service, up to a maximum of 12 weeks.
- 11.3. Employees' notice to the Employer will be one months' notice in writing.
- 11.4. The Employer reserves the right to pay You a payment equal to the remuneration due for the relevant period of notice rather than requiring You to work your notice period.
- 11.5. The Employer reserves the right to require You not to attend the workplace during the notice period. The Contract of Employment will remain in force during this period and You are not permitted to take up employment elsewhere during this period.

### **12. Collective Agreements**

- 12.1. There are no collective agreements governing your terms and conditions of employment.

### **13. Disciplinary and Grievance Procedures**

- 13.1. The disciplinary and grievance procedures applicable to your employment are contained in the Nanny Employment Handbook. They are for guidance only and do not form part of your Contract of Employment.

### **14. Restrictions and Confidentiality**

- 14.1. During your normal hours of work You may not, without the prior written consent of the Employer, devote any time to any business or to any public or charitable duty or endeavour.

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- 14.2. During the period of your employment You will not, without the prior written consent of the Employer, undertake any work or other activity which may prejudicially affect your ability properly and efficiently to discharge your duties and responsibilities. The decision as to whether or not an activity would have a prejudicial effect shall be in the absolute discretion of the Employer.
- 14.3. You will not at any time, either during your employment or afterwards, disclose, divulge or publish to any unauthorised person, firm or company the affairs and concerns of the Employer or their family and friends or their transactions and business, except in the proper course of your duties during your employment by the Employer.

### 15. Return of Employer Property

- 15.1. You shall return the use of the Employer's property at their request as outlined in the Nanny Employment Handbook.

### 16. Lay-Off or Short-time Working

- 16.1. The Employer reserves the right to lay You off or put You on short-time working where the needs of the Employer make this necessary.
- 16.2. In the event that You are laid off or put on short time working, Your entitlement to pay on workless days in the period of lay-off or short time working will cease and instead, if You qualify, You will be paid statutory guarantee payments at the prevailing statutory rate during that period.

### 17. Data Protection and Use of CCTV

- 17.1. Please refer to the Nanny Employment Handbook for further information.

Please sign and return the attached copy statement to indicate your acceptance of its terms. If You have any questions about the meaning of any clause, please do not hesitate to ask.

#### Employee

Print \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_

#### Employer

Print \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_