



Childhood Nannies

Helping you make the perfect choice

Nannies Contract

Job Title:

Date of commencement of employment

Contract between and

Date of Issue

Name(s) of Employer(s)

Address

Number of children

Names and dates of birth of children

Name of Employee

Address

National Insurance Number

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

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 list

Schedule:

The Employee's working hours are between a.m./ p.m. from (list days).

The babysitting requirement are..... (inclusive/exclusive of salary).

The 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 weekly salary amount £)
- Payment: The salary shall be payable in arrears on the last working day of each week/month by a cheque or direct debit direct to the Employee's bank as agreed by the parties.
- 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. The Employer shall provide a P60 at the end of each tax year and a P45 at the end of the employment.
- Salary review: The basic salary will be reviewed once/twice per year on An increase with effect from that date (if any) is at 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.

Expenses over £_____ will be reimbursed provided that he/she obtains 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.
- Entitlements: The Employee shall receive the following benefits.

a) Accommodation:

The Employer provides the following accommodation:

b) Meals

The Employer provides the following meals:

c) Car: (delete as appropriate)

- There is no use of a car:
- 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.
- If the Employee is using the Employer's car it is a requirement for the Employer that the Employee uses the Employer's car for business use (transportation of the children). Any cost 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/will not be available to the Employee for his/her own personal use. If private use of the car is provided the cost of petrol will be met by the Employer at their absolute discretion.

Holidays

The holiday year will start on

The Employee will be entitled to weeks holiday per annum.

In addition the Employee will be entitled to all Bank Holidays and other public holidays, or will receive a day off in lieu, by agreement.

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 week's 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 promptly notify the Employer either in person or by telephone 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.

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 the 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, Employers' families or household, except with their express prior consent.

Termination

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

- During the first four weeks of employment. (probationary period) one weeks notice required in writing by either party.
- Thereafter, not less than weeks notice in writing. After the Employer has completed 2 years continuous employment 1 additional weeks notice is required for every full year of continuous employment up to a maximum of 12 weeks.

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

On termination of employment, for whatever reason, the Employee will immediately return all key, documents or other property belonging to the Employer, the children or the household which are in the Employee's possession or under their control.

The Employee's employment under this contact may be terminated by the Employer at any time immediately and without any notice or payment in lieu of notice if the Employee:

- Is guilty of gross misconduct or serious and persistent breeches of the terms of this contract or
- Is convicted of any criminal offence involving dishonesty, violence, causing death or personal injury, or damaging property.

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.

Discipline and Capability Procedure

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 inside or outside normal 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 such as being unable to drive due to a driving ban.
7. Breach of confidentiality clause
8. Dishonesty

In the event of the Employer needing to take disciplinary action, the procedure will be:

- Firstly - verbal 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

Grievance Procedure

If the Employee has any reasonable grievance relating to her/his employment the matter should be raised with the Employer either in person or in writing as the Employee deems appropriate. The Employer and Employee agree to take all such reasonable steps as are necessary to resolve such grievances.

Changes and Amendments

In the event of the birth of another child both Employer and Employee need to specify how/if the contract would continue/alter.

No variation or amendment to this contract shall be legally binding unless and until such variation is confirmed in writing and signed by the Employer and Employee.

Progress Reviews and Procedures

The Employer and Employee agree to review progress every months.

Emergencies

If a medical emergency arises, the Employee should (list appropriate measure here).

(Enclose a letter authorising your nanny to take your child to the doctor or emergency room and seek medical care).

The nanny must contact the parents immediately.

Mother's phone number:

Father's phone number:

Employee's next of kin is:

Telephone number:

This contract shall be construed in accordance with and governed by the laws of England and Wales, Scotland and Northern Ireland and the parties submit to the exclusive jurisdiction of the Courts of England and Wales, Scotland and Northern Ireland.

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 children's sheets on a weekly basis, taking the child to the doctor when necessary, bathing child.
- Sleep Routine: Nap-time method: specify nap-times each day and length of nap: whether nanny can leave baby to cry, and for how long. Should the nanny wake the child if still sleeping after the specified time? State whether nap times should be in the cot or can be in the pram or push-chair or combination of both.
- Discipline: Specify your agreed method of discipline.
- Television: Yes/No. If yes, how many hours a day? hours.
- Meals: List how many meals a day; what your child is and is not allowed to eat and what he/she likes and dislikes.
- Hygiene: List specific rules – for example: nanny must wash hands before and after changing nappies etc. Children must wash hands on coming in from school and playground 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, a Grandparent, Aunt, Godmother etc.