

CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made the _____ day of _____, Year

Between:

'The Employer':
(Address)

and

'The Employee'
(Address)

WHEREAS:

1. The parties hereto have agreed that for a period the Employee will be the weekly (live-out) Nanny for the Employer's children: (born) and (born); and
2. The Employee accepts that this appointment and the position of a Nanny falls within the definition of 'Domestic Worker' under the Working Time Regulations 1998 and therefore falls outside these regulations.

WHEREBY it is agreed as follows:

Job Title

The Employee's job title is 'Nanny'.

Duties

The Employee's primary role is to satisfy the Employers' children's physical, intellectual, emotional and social needs. In addition the Employee will:

1. look after and Including making up feeds, feeding, changing nappies, bathing, and dressing.
2. clean up after and
3. organise stimulating and educational activities for and
4. comply with house rules set by the Employers.
5. ...
6. ...

Commencement Date

Continuous employment will commence on the date...

Place of Work

The normal place of work is...

Hours of Work

The normal hours of work will be...

(unless)

- on occasions when the Employers or other carer is unavoidable detained; and
- on babysitting opportunities which have been previously agreed to by the Employee and the respective Employer.

Salary and Expenses

The salary will be based on a weekly/monthly/yearly basis of £..... from the employer (name) net of Income Tax and Employee's National Insurance. Based on a 52 week year, the total gross weekly/monthly/yearly salary is approximately £..... The Employer will pay the salary amount. (when and by which method)

The Employer will review the salary (when) Any changes in salary will take into consideration the Employee's performance over the previous twelve-month period.

The Employer will reimburse the Employee for (petrol, out of pocket expenses, fares etc)

National Insurance & Tax

The Employer will pay the Employee's Income Tax and National Insurance (as due in relation to the salary outlined above) on her behalf and provide necessary PAYE advice

Accommodation and Food

Throughout the period of employment the Employer will provide a furnished house at the normal place of work for the use of the Employee. The Employee will also have use of the garden.

The Employer will provide food for the Employee while she is on duty, and for consumption in the evenings when asked to stay later at the normal address.

Telephone

The Employer will reimburse the Employers for the cost of personal phone calls made using the Employers' telephone.

Pension

The Employer (does/does not) provide pension contributions

Holidays, Sickness and other absences

The holiday year runs per calendar year/tax year with holiday entitlement being calculated pro-rata where a proportion of the year is worked. Holiday entitlement for a full calendar/tax year is working days/weeks. Public holidays are additional to the annual holiday entitlement. Use of holiday entitlement must be agreed in advance with the Employers with at four weeks notice being given by the Employee. Unused holiday entitlement may/may not be carried forward to the next calendar/tax year.

The Employee will be entitled to days/weeks total sick leave. The Employee should notify the employer immediately if there is reason to believe that she will be absent for more than three consecutive days or three days in any one week.

There are no other days given for absence. Other reasons for absence (i.e. bereavement) should be taken from either the holiday or sickness entitlement.

Term and Termination

This agreement commences on the Commencement Date and is intended to continue for a period of at least one year but in any event shall continue until the expiration of not less than weeks/months notice given by the Employers or the Employee to the other.

Notwithstanding any of the provisions of this agreement, the Employers may by written notice to the Employee terminate this agreement forthwith if the Employee:

1. is incapacitated from performing her duties for more than a period of or periods aggregating to two months in any period of twelve months;
2. steals from or lies to the Employer;
3. neglects or is cruel to the children
4. is drunk while on duty;
5. is guilty of drug abuse;
6. becomes of unsound mind;
7. is convicted of any criminal offence including but not limited to child abuse or dishonesty; or
8. becomes in any other way disqualified from performing the duties hereunder.

In the event of the need to take lesser disciplinary action the procedure will be:

1. oral warning
2. written warning
3. dismissal

House Rules

(can be provided on additional sheet)

Confidentiality

During the course of employment and after its termination the Employee shall keep the affairs and concerns of the household and its transactions and business confidential.

Property

The Employer will return all property (including keys) belonging to the Employers on termination of employment.

IN WITNESS whereof the parties have executed this Agreement the day and year first before written.

SIGNED by

_____ and _____