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THIS IS FOR GUIDANCE ONLY. IS YOUR RESPONSIBILITY TO ENSURE ITS LEGAL CONTENT.**

Contracts

Drawing up a contract at the beginning of the employment relationship with your childcarer can save lots of problems later on. It is important to spend time thinking about what you expect from your childcare so that you can set out all the terms in writing thus avoiding any confusion between the parties. It is much easier to sort this out at the start than to try and add duties and house rules later on when they might be resented.

[EMPLOYERS NAME AND ADDRESS]

[DATE]

Dear [EMPLOYEE'S NAME]

Contract of employment

[INSERT NAME AND ADDRESS OF EMPLOYEE]

[INSERT EMPLOYEE'S NATIONAL INSURANCE NUMBER]

This letter is your contract of employment and contains a statement of the applicable terms of your employment as required by section 1 of the Employment Rights Act 1996.

1. COMMENCEMENT OF EMPLOYMENT

- 1.1 Your employer is [INSERT EMPLOYER'S NAME AND ADDRESS]. Your employment will commence[s **OR** d] on [DATE]. No employment with a previous employer counts towards your period of continuous employment with us.
- 1.2 The first month of your employment shall be a probationary period and your employment may be terminated during this period at any time on one week's prior notice. We may, at our discretion, extend this period for up to a further 2 months. During this probationary period your performance and suitability for continued employment will be monitored.

2. JOB TITLE, NUMBER AND NAMES OF CHILDREN

- 2.1 You are employed as [JOB TITLE] and report to [NAME]. Your duties are set out in the attached job description.
- 2.2 You may be required to undertake other duties from time to time as we may reasonably require.
- 2.3 The number of children under your care will be [INSERT NUMBER] and their names are [INSERT NAMES OF CHILDREN]. In the event of the birth of another child that child will be under your care and the existing terms of employment shall not be changed or varied without the mutual consent of us both in writing.
- 2.4 You warrant that you are entitled to work in the UK without any additional approvals and will notify us immediately if you cease to be so entitled at any time during your employment with us.

- 2.5 During your hours of work for us, you shall devote your whole time and attention to carrying out your duties for us and you shall not work for anyone else during that time.

3. PLACE OF WORK

- 3.1 Your normal place of work is [LOCATION] or such other place as we may reasonably require or frequent from time to time.
- 3.2 You will not be required to work outside the UK for more than one month at a time during the term of your employment.
- 3.3 We are required to inform you in the event that we maintain or use any CCTV equipment or other monitoring or recording equipment within the workplace.

4. REMUNERATION

- 4.1 Your gross salary is £[AMOUNT] per year which shall accrue from day to day and be payable [monthly/weekly] in arrears [[on or about the [DATE] of each month] or [on [INSERT DAY OF THE WEEK] of each week]] [[directly in to your bank or building society account] or by cheque]].

OR

For those working on a PRO RATA SALARY, i.e before and after school

Your gross salary will be [£] per (week) term time and [£] per week school holiday time. Salary calculated pro rata will be [£] per [week/month], payable [monthly/weekly] in arrears [[on or about the [DATE] of each month] or [on [INSERT DAY OF THE WEEK] of each week]] [[directly in to your bank or building society account] or by cheque]].

If you terminate your employment having been paid for [hours/days] that have not yet been worked, we shall be entitled to reimbursement from you for any such [hours/days] not yet worked.

- 4.2 Your salary will be reviewed [annually / every 6 months] and may be increased from time to time at our discretion without affecting the other terms of your employment. There is no obligation to award an increase. There will be no review of the salary after notice has been given by either party to terminate your employment.
- 4.3 We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to us at any time.
- 4.4 We shall be responsible for accounting for the employers and employee's National Insurance Contributions and Income Tax. PAYE and National Insurance Contributions will be deducted from the gross salary by us. We shall ensure that you are given: a payslip on the day of payment detailing the gross payment, deductions and the net payment; a P60 at the end of each tax year; and a P45 at the end of your employment.
- 4.5 You shall be reimbursed for all reasonable expenses incurred during the performance of your duties under this contract, provided that the expenses are incurred with our approval subject to production of receipts or other appropriate evidence of expenditure.

- 4.6 [Where it has been authorised in accordance with clause 7, petrol costs will be reimbursed at the rate of 40p per mile. This figure is subject to change at our discretion in accordance with the recommendations of the Automobile Association and HM Revenue & Customs.

5. HOURS OF WORK AND RULES

- 5.1 Your normal hours of work are between [TIME] and [TIME] on the following days [INSERT DAYS [Mondays] to [Fridays]] inclusive. These hours of work may only be changed by mutual agreement between us in writing. Any additional hours worked will be paid at a rate of £[] per hour.
- 5.2 By signing this contract, you acknowledge that you may be required to work in excess of 48 hours per week from time to time and you agree under regulation 5 of the Working Time Regulations 1998 that the limit specified in Regulation 4(l) shall not apply in your case. You may terminate this opt-out at any time by giving not less than 3 months written notice to us.
- 5.3 You will be required to work [INSERT NUMBER OF HOURS] additional hours for babysitting duties as may be necessary for the proper performance of your duties [without extra remuneration].

OR

[We will pay you at a rate of £ per hour for the additional hours you are required to work for babysitting duties.]

- 5.4 [You may be required to undertake overnight care as needed. [We will pay you at a rate of £ per hour for the additional hours you are required to work for any overnight duties.]
- 5.5 You shall be entitled to a rest period of not less than 11 consecutive hours between the end of your normal working hours on one day and the commencement of your normal working hours on the following day.
- 5.6 You are entitled to a 20 minute break for every 6 hours that you work. Breaks are to be taken at an appropriate time when the welfare of the child[ren] will not be at risk.
- 5.7 You are required at all times to comply with our rules and procedures as set out in your job description covering: duties; house rules; discipline; television; meals; hygiene; and safety.
- 5.8 [You are permitted to be accompanied to your job with us by your child[ren] as detailed below. We hold no responsibility for the safety or supervision of your child[/ren].
- (a) Day/ Hours
 - (b) Provisions
- 5.9 You are required to hold the following qualifications and insurances;
- (a) first aid training;
 - (b) personal liability insurance;
 - (c) Ofsted registration.

[You/we] shall be responsible for paying to obtain, maintain and renew these. We reserve the right to request appropriate proof of maintenance of these qualifications and insurances. In the event that you cease to hold any of these qualifications or insurances, we shall be entitled to terminate your employment.

6. HOLIDAYS AND TIME OFF

- 6.1 You are entitled to (NUMBER) days' holiday during each holiday year. This [includes/excludes] the usual public holidays in England and Wales or a day in lieu where we require you to work on a public holiday. You will be paid your normal basic remuneration during such holidays. The holiday year runs between [DATE] and [DATE]. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest whole.
- 6.2 You shall give at least [two] weeks' notice of any proposed holiday dates and these must be agreed by us in writing in advance. No more than [NUMBER] days' holiday may be taken at any one time unless prior consent is obtained from us. We may require you to take holiday on specific days as notified to you. The holiday that we may require you to take will not exceed [NUMBER] days.
- 6.3 You cannot carry [more than [NUMBER] days of] untaken holiday entitlement forward from one holiday year to the following holiday year.
- 6.4 We shall not pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be 1/260th of your [full-time equivalent] salary for each untaken day of your entitlement for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. [However, if we have dismissed you or would be entitled to dismiss you or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.]
- 6.5 If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payments due to you one day's pay [calculated at 1/260th of your [full-time equivalent] salary] for each excess day.
- 6.6 [During any continuous period of absence due to incapacity [of one month or more] you shall not accrue holiday under this contract. Your entitlement for the holiday year in which such absence takes place shall be reduced pro rata but shall not fall below your entitlement under the Working Time Regulations 1998.]
- 6.7 In the event that you are unable to attend work due to bad weather conditions, you will not be entitled to be paid. However, we may choose to pay you at our discretion.
- 6.8 Time off for any work related training will be considered as working time. Applications for time off for non-work related training will be considered at our discretion. You [will/will not] be paid for any such time off.
- 6.9 In the event that we take extended periods of holiday during the holiday year and do not require you to accompany us on such holidays, we may require you to take some of that time as annual leave. For any time that is not taken as annual leave [you will be entitled to be paid your normal remuneration for such period.] OR [we reserve the right to temporarily lay you off from work without pay.] We will give as much notice as we reasonably can of our need to take such action.

7. CAR AND TRANSPORTATION OF CHILDREN

- 7.1 [You [will / will not] be entitled to the use of a car belonging to us during the term of your employment.] OR [It is a requirement of your employment that you use your own car for business use (being the transportation of children).]

7.2 [You are not authorised to take the children by car, either in your own car or any car belonging to us, without our prior consent, except in very exceptional circumstances and never unrestrained.] **OR**

[You are authorised to take the children by car, either in your own car or any car belonging to us and the [child / children] must never be unrestrained.]

7.3 [It is a requirement of your employment that you will use your own car for business use (transportation of children). Petrol costs will be reimbursed by us. In such circumstances, it is your responsibility to ensure that the insurance cover on your car is fully comprehensive and that the cover is for business use (transportation of children). We will pay the cost of any additional insurance cover. You are also required to ensure that the car is in a clean, roadworthy and safe condition to drive at all times. We 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.] **OR**

[It is a requirement of your employment that you use a car belonging to us for business use (transportation of the children). We will pay all running and maintenance costs of the car, save for petrol for your personal use which is referred to below. It is our responsibility to ensure that adequate insurance cover is in force at all times. Before transporting the children in the car you must ensure that the car is in a safe condition to drive. In the event that you are involved in an accident whilst driving the car, or the car is damaged whilst it is under your control, we reserve the right to require you to pay the cost of any insurance excess in the event that a claim is made under the car insurance policy. [We will only seek to recover any insurance excess from you in the event that you were negligent when driving or using the car]. We reserve the right to deduct the cost of any such insurance excess from any salary or other payments due to you under this contract. The car will also be available to you for your own personal use. In such circumstances, the cost of petrol will be met by us at our absolute discretion. You may be required pay for the petrol used for your personal use at our discretion.]

7.4 Where you drive your own car for business use, we reserve the right to require you to produce a valid insurance certificate, tax disc and MOT certificate on an annual basis, or more often at our discretion.

7.5 It is a condition of your employment that you hold a full, valid driving licence. We reserve the right to require you to produce your driving licence to us on an annual basis or more often at our discretion. In the event that you cease to hold a full, valid driving licence or are banned from driving for a period of time, we shall be entitled to terminate your employment.

7.6 You shall not allow the child[ren] to travel in any other person's car at any time without our prior permission.

7.7 Reimbursement for any expenses incurred in accordance with this clause 7 shall be in accordance with clause 4.6.

8. ACCOMMODATION

8.1 [You will not be provided with accommodation under the terms of your employment.] **OR**

[You will be provided with accommodation under the terms of your employment. You shall be provided with [INSERT TYPE OF ROOM]] at [INSERT ADDRESS]]. [You will have [sole] use of a [bathroom/shared bathroom].]

9. TRAVEL

9.1 In the event that you accompany us on holiday or trip the following will apply;
(a) All additional working hours will be mutually agreed prior to travelling;

- (b) Any additional hours worked will be paid at a rate of £[] [hour / day];
- (c) All food, accommodation and travel expenses will be provided by us;
- (d) You will be entitled to a private bedroom and / or bathroom.

9.2 Accompanying us on a holiday or trip shall be working time and shall not be considered 'holiday' for your purposes in accordance with clause 6.

10. OTHER BENEFIT

10.1 You will be provided with the following additional benefits:

- (a) Telephone: [Detail terms of agreement, including who will pay the cost of the bill]
- (b) Food: [Detail agreement here.]
- (c) Other: [(eg. gym membership, private health care) Detail agreement here.]

11. SICKNESS ABSENCE

11.1 If you are absent from work for any reason, you must notify us of the reason for your absence as soon as possible but no later than [TIME] on the first day of absence.

11.2 For sickness absence of up to six calendar days (including weekends) you must complete a self-certification form which is available from us.

11.3 For absence of seven or more than calendar days your must obtain a certificate from your doctor (a "Statement of Fitness for Work") stating that you are not fit for work and the reason(s) why. This should be forwarded to us as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

11.4 If your doctor provides a certificate stating that you "may be fit for work" you should inform us immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. This may take place at a return to work interview. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.

11.5 Where we are concerned about the reason for absence, or frequent short-term absence, we may require a medical certificate for each absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absences of a week or less, on production of a doctor's invoice.

11.6 If you are absent from work we shall pay you Statutory Sick Pay (**SSP**) provided that you satisfy the relevant requirements. Your qualifying days for SSP purposes are [Monday] to [Friday].

11.7 [Once you have completed [NUMBER] weeks[s] continuous service with us you will be entitled to receive payment for periods of absence during any consecutive 12-month period from the first day of absence on the following basis:

- (a) your full salary (inclusive of any SSP due) for the first [NUMBER] [days **OR** weeks **OR** months] in any such absence; and
- (b) half your salary (inclusive of any SSP due) for the next [NUMBER] [days **OR** weeks **OR** months] in any such absence,

up to a maximum of [NUMBER] [days **OR** weeks **OR** months] in any 12-month period.]

- 11.8 We reserve the right to withhold payment of sick pay if you fail to comply with the provisions of this clause 11.
- 11.9 In the event that you are absent from work for maternity leave, you may be entitled to receive Statutory Maternity Pay (SMP) in accordance with government legislation.
- 11.10 We will consider requests for compassionate leave. There is no contractual entitlement to remuneration for compassionate leave, and any payment will be made at our absolute discretion.

12. TERMINATION AND NOTICE PERIOD

- 12.1 After successful completion of your probationary period as provided in clause 1.2, and subject to clause 12.2, the prior written notice required from you or us to terminate your employment shall be as follows:
- (a) four week's notice prior written notice until you have been continuously employed for one complete year; and
 - (b) one additional week's notice for each completed year of continuous employment thereafter up to a maximum of 12 weeks' notice.
- 12.2 We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee or are guilty of gross misconduct or serious and persistent breaches of the terms of this contract.
- 12.3 It is a condition of your employment that you are lawfully entitled to work in the United Kingdom. If you cease to be entitled to work in the United Kingdom we shall be entitled to terminate your employment without notice or pay in lieu of notice.

13. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 13.1 Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are attached. These procedures do not form part of your contract of employment.
- 13.2 We reserve the right to suspend you with pay for a period of no longer than [NUMBER] [days **OR** weeks] for the purposes of investigating any allegation of misconduct or neglect against you.
- 13.3 If you wish to appeal against a disciplinary decision you may apply in writing to us in accordance with our disciplinary procedure.
- 13.4 If you wish to raise a grievance or appeal against the outcome of a grievance, you may do so in writing to us in accordance with our grievance procedure.

14. PENSIONS

- 14.1 [There is no entitlement to pensions benefit in relation to your employment.] **OR**
- [You are entitled to become a member of the [NAME] Pension Scheme, subject to satisfying certain eligibility criteria and subject to the rules of such scheme as amended from time to time. Full details of the scheme are available from us.]
- 14.2 A contracting-out certificate is [not] in force in respect of your employment.]

15. CHANGES TO YOUR TERMS OF EMPLOYMENT

15.1 We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

16. CONFIDENTIAL INFORMATION

16.1 It is a condition of employment that you shall not use or disclose to any other person during or at any time after your employment with us publish or otherwise disclose to any person any confidential information relating to us including but not limited to our: affairs; finances; business(es); families; and households. You will not at any time either during or after your employment communicate with the media, press, broadcasting or any other media regarding us, our families or households, except with our express prior written consent.

16.2 All photographs or video footage involving our family will remain private & confidential and may only be used with our prior consent. All such material shall remain our property and must be treated as such for the purposes of clause 17.

16.3 At all time the children's safety and welfare our paramount, in the event of any suspicious behaviour or suspected abuse you are obliged to take reasonable steps in all the circumstances.

17. PROPERTY

17.1 Any of our property in your possession obtained by you in the course of your employment shall be returned to us at any time on request and in any event prior to the termination of your employment with us.

18. USE OF MOBILE PHONES AND INTERNET

18.1 [You are entitled to make or receive a reasonable number of personal telephone calls on your mobile phone during normal working hours, provided this does not interfere with your duties. We reserve the right to prohibit you from using your mobile phone for personal calls during working hours if, in our opinion, your use has been excessive or it has interfered with your work.]

OR

[You are not entitled to make or receive personal telephone calls on your mobile phone during normal working hours, except with our prior permission or in the event of an emergency].

18.2 You are not entitled to access the internet for personal use whilst at work, except with our prior permission. In the event that we do permit you to access the internet for personal reasons during working hours, you must not access any internet sites which, in our opinion, contain any information which is obscene, degrading, discriminatory, defamatory or otherwise offensive. Failure to comply with this condition may amount to gross misconduct and lead to your dismissal. You are permitted to access the internet for work reasons, such as helping [the child/children] with their homework.

19. REDUNDANCY

19.1 In the event that you are made redundant you may be entitled to a redundancy payment, provided you qualify pursuant to the statutory redundancy payments scheme in force at the relevant time.

20. EMERGENCIES

20.1 If a medical emergency arises, you are authorised to take [the child / children] to the doctor or emergency room and seek medical care without obtaining further consent from us.

20.2 You are authorised to administer appropriate medication to [the child/children]

20.3 In any event you **must immediately contact** [[one OR [both]] of us in the event of an emergency on the following emergency contact number:

Mother’s emergency contact details: []; and

Father’s emergency contact details: []

21. THIRD PARTY RIGHTS

21.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. No person other than you and us shall have any rights under this agreement and this agreement shall not be enforceable by any person other than you and us.

Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter.

Yours sincerely,

.....

For and on behalf of [EMPLOYER]

I agree to the above terms

.....

[EMPLOYEE]

.....

Date