

CONTRACT OF EMPLOYMENT (N)

THIS AGREEMENT is made on the
year]

BETWEEN:

[Insert name of the parents who a

AND

[Insert name of the nanny], the "e

WHEREBY IT IS AGREED as follows

1. Period of Service

The employee's period of service of
month] [insert year]. No employm
part of the period of continuous se

2. Position

The employee will be employed in

3. Duties

3.1 The employee's duties will req
[insert the names of the children]
undertake all duties associated wit
include, but are not limited to, enc
child/children, teaching skills such
time etc and playing with the child

3.2 The employee shall also ensur
health visits and dental appointme
to time.

3.3 The employee will also be requ
kitchen clean and clean these room
undertake the laundry and ironing

the children's shoes on a regular basis and to do any housework or ironing for the children.

3.4 The employee is also required to purchase and maintain items for the household and will be responsible for the care of any child/children.

3.5 In addition the employees duties shall include working evenings and at weekends which where possible at least [*insert number of hours*] per week. The employee shall respect any prior engagements that may arise and make every possible effort to make alternative arrangements.

3.6 In addition to the above duties the employee shall undertake any other reasonable duties that may be required.

4. Place of Work

The employee shall work at [*insert address*] and at other places, as the satisfactory direction of the employer.

5. Hours of Work

The employee's normal hours of work and rest periods shall be as per Schedule 1 of the Regulations. The employee shall be paid for any work done outside her normal working hours at the rate of payment of [*insert amount in words and Pounds*] per day. For the avoidance of doubt, the employee is required to work in excess of the normal hours of the Regulations 1998, unless agreed in writing.

6. Probationary Period

6.1 The employee shall work for a probationary period of [*e.g. one month*] and this shall be subject to the employee may be terminated by the employer at any time during [*e.g. one week*] notice in writing at the end of the probationary period or by payment of the appropriate notice if it is appropriate this probationary period may be terminated by the employee in writing.

6.2 During the probationary period the employee shall be employed without notice if the other party is in breach of the terms of the contract.

7. Salary

7.1 The employer shall pay the employee the sum of *words and numbers, e.g. £20,000*, *[Specify - weekly in arrears/monthly in advance, e.g. Friday of every month]*. Any changes to salary will be notified in writing.

8. Expenses

Upon being presented with proof of expenses incurred by her in performing her duties, the employer shall reimburse the employee the amount of these expenses to her *[Specify - weekly/monthly]*. The employer will meet the cost of *[Specify - travel, accommodation, etc.]*.

[Insert list of expenses that will be reimbursed and travel expenses]

9. Holidays

9.1 The holiday year shall run from *[Specify - 1st January to 31st December]* to *[Specify - 1st January to 31st December]* month, e.g. August].

The employee shall be entitled every year to *[Specify - 28]* days of holiday.

9.2 *[Insert days, please note the employee shall be entitled to a minimum of 28 days holiday per annum to be taken pro rata for part-time employees and the employee prior to the end of the holiday year]*

9.3 *[Select one of the following statements]*

Bank and public holidays will be counted as part of the employee's holiday entitlement.

OR

Bank and public holidays will be excluded from the employee's holiday entitlement.

9.4 Holidays are to be taken at the discretion of the employer. The employee may not carry over holiday to the subsequent year or receive payment in lieu of holiday unless agreed in writing with the employer.

10.5 Entitlement to payment is subject to the subsequent production of a doctor's certificate.
10.1

10.6 The employers reserve the right to require, without the employee's consent, in relation to the employee. The employers may also require a medical practitioner of the employer's choice. The cost of any medical examination will be met by the employer.

10.7 Receipt of sick pay will not affect the employer's right to dismiss the employee on the grounds of redundancy.

11. Use of Car

A motor car is provided for use by the employee and may be used by her during working hours and *weekends and evenings*. The employer will insure the car for the employee's use and provide the vehicle except *[including fuel outside the area of London, travel expenses]*.

OR

No motor vehicle is provided for use by the employee.

12. Qualification and experience

12.1 This employment is conditional upon the employee having the educational, vocational, professional or other qualifications stated at their interview and having provided satisfactory references in their application letter/interview.

13. Notice

13.1 Up to *[Insert length of trial period]* the employer will give one week's notice.

13.2 Thereafter the employer will give *[from one week to six months]* notice in writing if the employee is dismissed for misconduct whereby the employer's reasonable grounds for dismissal shall be taken to include

a) Theft or attempted theft from employer or employers' family, relatives or friends.

b) Rude offensive and threatening behaviour towards employer or employers' family, relatives or friends.

c) Malicious damage to property.

d) Breach of confidentiality.

e) Negligence resulting in serious injury to employer or employers' family, relatives or friends.

13.3 The employee shall at all times be subject to a probationary period of *from one week to six months*] prior to the commencement of her own volition.

14. Pension

There is no pension scheme associated with this contract.

15. Grievance Procedure

If the employee has an individual grievance during her employment she must bring this to the attention of the employer *[insert number of days e.g. 5 working days]* to resolve the problem.

16. Disciplinary Procedure

Where the employer is unhappy with the employee's performance this will be raised with the employee and an opportunity to respond to the allegations will be given. The employee in writing of any decision on warnings (written or verbal) or disciplinary action. Any incident forming the subject of the disciplinary action may be appealed any decision made as a result of the appeal by giving *[insert period of weeks e.g. 14 days]* to wish to appeal and giving reasons for the appeal. The employee's written appeal and the employer's response to the appeal must be made within *[insert period of days e.g. 14 days]* of the request.

17. Severability

It is hereby declared that the foregoing clauses of this Agreement shall be severable from the rest of the Agreement. Should any part of this Agreement be found invalid it shall not affect the validity of the remaining paragraphs and clauses.

18. Prior Agreements

This Agreement sets out the entire agreement between the parties and is in substitution of any other agreement between the employer and the employee.

19. Jurisdiction

This Agreement shall be construed and shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

20. Particulars of Employment

Schedule 2 of this Agreement sets out the particulars of employment in accordance with the Employment Rights Act 1996.

SCHEDULE 1

Employee's Working Week:

[Insert normal workplace working week]

Employee's Hours of Work:

[Insert normal hours of work, e.g. 9.00am to 5.00pm]

Employee's Hours of Lunch or Break:

[Insert normal times of lunch or break]

SCHEDULE 2

Name of Employer:
[Insert employer name]

Address of Employer:
[Insert workplace address]

Name of Employee:
[Insert employee's name]

Address of Employee:
[Insert employee's full address]

Dates of Employment:
[Insert employee's start date]

AMPLIFICATION OF TERMS OF

Hours of Work & Lunch or Breaks:
Hours of work and lunch or breaks
Agreement.

Sickness or Injury:
The employee is entitled to be paid
accident in accordance with Clause

Pension:
This is in accordance with Clause 1

Remuneration:
The employee is entitled to remun

Notice:
The employee is entitled to notice

Job Title:
This is in accordance with Clause 2

REQUIRED INFORMATION

The following information is supplied in accordance with the Employment Rights Act 1996 and reflects the employer's current practice.

Grievance Procedure:

The grievance procedure is set out in the following document:

Disciplinary Rules & Procedure:

The disciplinary rules and procedure are set out in the following document:

Appeals Procedure:

The employee may appeal any decision made under the disciplinary procedure by giving *[insert period]* notice in writing to the employer of their wish to appeal. The employer will consider the employee's appeal and give a written decision in writing within *[insert period]* of the employees written request.

Pension:

This employment carries no pension scheme. The applicable Social Security legislation will apply in respect of this employment.

SIGNED by the employer:

[Insert employer name]

Signature: _____

SIGNED by the employee:

[Insert employee's name]

Signature: _____



EXAMPLE AGREEMENT

CONTRACT OF EMPLOYMENT (M)

THIS AGREEMENT is made on the
BETWEEN:

Jenny and Peter Jones, the "em

AND

Lillie-Marie Eriksson, the "empl

WHEREBY IT IS AGREED as follows

1. Period of Service

The employee's period of service d
2004. No employment with a prev
period of continuous service.

2. Position

The employee will be employed in

3. Duties

3.1 The employee's duties will req
George and Tony during the hou
duties associated with the care of
are not limited to, encouraging the
teaching skills such as dressing, re
playing with the child/children.

3.2 The employee shall also ensur
health visits and dental appointme
to time.

3.3 The employee will also be required to keep the kitchen clean and clean these rooms. The employee will undertake the laundry and ironing of the children's shoes on a regular basis. The employee will do any housework or ironing for the children.

3.4 The employee is also required to look after the items for the household and will be responsible for the child/children.

3.5 In addition the employees duties will include evenings and at weekends which will be as far as possible at least **three days** in addition to the engagements that the employee may have. The employee may make alternative babysitting arrangements.

3.6 In addition to the above duties the employee will undertake any other reasonable duties.

4. Place of Work

The employee shall work at **66 The Old Rectory, ST12 8PK** and at such other places as the employer shall require.

5. Hours of Work

The employee's normal hours of work and any overtime periods shall be as per Schedule 1. The employee may, on reasonable prior request by the employee, work outside her normal working hours in return for a payment of **£25, Twenty-Five Pounds**. The employee shall not be required to work more than set out in the Working Time Regulations. This limit should not apply.

6. Probationary Period

6.1 The employee shall work for a period of **one month** the probationary period. The employee or employer on **one weeks'** notice may terminate the immediate end of the probationary period if the employer deems it appropriate. The employer may terminate by giving notice to the employee if

6.2 During the probationary period without notice if the other party is

7. Salary

7.1 The employer shall pay the employee **Thousand Pounds per year paid every month**. Any changes to salary in writing.

8. Expenses

Upon being presented with proof of expenses incurred by her in performing her duties, the employer shall reimburse the amount of these expenses to her and shall meet the following expenses:

Reasonable travel expenses and

9. Holidays

9.1 The holiday year shall run from

The employee shall be entitled every

9.2 **Thirty** days holiday per annum as agreed between the employers and the employee to be taken.

9.3 **Bank and public holidays will be included in the employee's holiday entitlement**

9.4 Holidays are to be taken at the discretion of the employers. The employee may not carry over any unused holiday to the subsequent year or receive payment in lieu of holiday as agreed in writing with the employer.

9.5 The employee may be required to take family holidays with child/children on their family holidays. The employee must hold a valid passport for such holidays. Such holidays will not count towards the employee's holiday entitlement.

9.6 On termination of the employment, the employer shall make a pro-rata payment in lieu of any unused holiday.

the right to deduct payment for her from the final payment of salary m

10. Sickness and Disability

10.1 If and whenever the employee performing her duties (absence) she herself from her employment obtain she is absent.

10.2 The employee or someone on Jones of the reason for their absence not later than **10am** on the same

10.3 During such absence the employees will for any single year weeks.

10.4 For the purposes of calculation will be **Monday to Friday**.

10.5 Entitlement to payment is subsequent production of a doctor 10.1

10.6 The employers reserve the right the employee's consent, in relation employee. The employers may also medical practitioner of the employee examination will be met by the em

10.7 Receipt of sick pay will not have to dismiss the employee on t

11. Use of Car

A motor car is provided for use by and may be used by her during work. The employers will ensure that the and will pay all expenses connected **fuel outside the area of London charges.**

12. Qualification and experience

12.1 This employment is conditional on the employee having the necessary educational, vocational, professional and other qualifications as stated at their interview and having provided a satisfactory application letter/interview.

13. Notice

13.1 Up to **one month** of service notice shall be given on dismissal to the employee.

13.2 Thereafter the employer will not be bound to give notice of dismissal for gross misconduct and will be entitled to dismiss immediately. Gross misconduct (as defined and restricted to) the following:

a) Theft or attempted theft from the employer or the employers' family, relatives or friends.

b) Rude offensive and threatening behaviour towards the employers' family, relatives or friends.

c) Malicious damage to property.

d) Breach of confidentiality.

e) Negligence resulting in serious injury to the employers' family, relatives or friends.

13.3 The employee shall at all times be bound to give notice to the employers if leaving the employment.

14. Pension

There is no pension scheme associated with this employment.

15. Grievance Procedure

If the employee has an individual grievance during the employment she must bring this to the attention of the employer on **working days**. Everything possible will be done to resolve the grievance.

16. Disciplinary Procedure

Where the employers are unhappy with an employee's performance this will be raised with the employee and given an opportunity to respond to the appeal. The employer will provide the employee in writing of any decision or disciplinary warnings (written or verbal) or disciplinary action. Any incident forming the subject of the appeal may be appealed any decision made as a result of the appeal by giving **four weeks** notice to the employer and giving reasons for the appeal. The employee must submit a written appeal and give the employer a copy of the written appeal of receipt of the employee's written appeal.

17. Severability

It is hereby declared that the foregoing provisions of this Agreement shall be severable from the rest of the Agreement. Should any part of this Agreement be found invalid it shall not affect the validity of the remaining paragraphs and clauses.

18. Prior Agreements

This Agreement sets out the entire agreement between the parties and is in substitution of any other agreement between the employer and the employee.

19. Jurisdiction

This Agreement shall be construed and governed by the law of England and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

20. Particulars of Employment

Schedule 2 of this Agreement sets out the particulars of employment in accordance with the Employment Rights Act 1996.

SCHEDULE 1

Employee's Working Week:
Monday to Friday.

Employee's Hours of Work:
9am to 5pm.

Employee's Hours of Lunch or Break:
1pm to 2pm.

SCHEDULE 2

Name of Employer:
Jenny and Peter Jones

Address of Employer:
66 The Crescent, St.Albans, He

Name of Employee:
Lillie-Marie Eriksson

Address of Employee:
Flat 22 Kungsgatan 36, Barseb

Dates of Employment:
6th day of January 2004

AMPLIFICATION OF TERMS OF

Hours of Work & Lunch or Breaks:
Hours of work and lunch or breaks
Agreement.

Sickness or Injury:
The employee is entitled to be paid
accident in accordance with Clause

Pension:
This is in accordance with Clause 1

Remuneration:
The employee is entitled to remun

Notice:
The employee is entitled to notice

Job Title:
This is in accordance with Clause 2

REQUIRED INFORMATION

The following information is supplied
1996 and reflects the employer's c

Grievance Procedure:
The grievance procedure is set out

Disciplinary Rules & Procedure:
The disciplinary rules and procedu

Appeals Procedure:
The employee may appeal any dec
disciplinary procedure by giving fo
wish to appeal and giving reasons
the employees written appeal and
within **fourteen days** of receipt of

Pension:

This employment carries no pension
applicable Social Security legislation
force in respect of this employment

SIGNED by the employers:
Jenny and Peter Jones

Signature: _____

SIGNED by the employee:
Lillie-Marie Eriksson

Signature: _____

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