Children's nanny contract: live in as employee

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This contract is dated: [date] We are your employers: [names of both parents] Our home and the main [full postal address] (" our house") Location of your work is: You are: [employee name] Your home address [employee address] [Parents address] is: The Children are: [names and ages or dates of birth] The contract terms are: 1. Start of contract 1.1. In agreeing this contract, we have relied on certain documents and information you have provided to us. If we discover that any of that information is inaccurate, you will be in -------------------------. 1.1.1 1.1.2 certificates of education showing school and [university / other] qualifications and in particular that you [are registered on ■ ■ ■ 1.1.3 your statement that you have qualified as a [nanny] ■ ■ ■ ■ ■ ----[---]; 1.1.4 your driving licence. 1.2. Your employment with us starts $/ \blacksquare \blacksquare$. 1.3. Previous employment with [name of employer] from [date] to [date]

.......

2. Trial period

	2.1.	Your employment is subject to a trial period of [3] months. If at the end of that time we are
	2.2.	If during or at the end of your trial period we are dissatisfied with your work we may terminate your employment by [one] week's notice. If you
	2.3.	We reserve the right to extend the trial
3.	Inst	ructions and liaison
	3.1.	An instruction or request may be given $\blacksquare \blacksquare \blacksquare$.
	3.2.	When you deal with either of us, you should first deal with [first parent]. If he/she is \blacksquare
	3.3.	When both parents are unavailable in an emergency, you may contact [name], who is a grand parent of the Children • • • [• • •] • • • • • •].
	OR	
	3.4.	When you deal with either of us, you may not assume that one parent has told the other what has been said. Nevertheless, you are not expected to keep either parent informed of what
	3.5.	You should not contact [parent name] at work ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

4. Job title and job description

4.1. Your job title is [job title]

4.2.	Your detailed job description is set out [below / in the schedule to this agreement]. However,			
	4.2.1	take general care of the Children, ensuring, always as the first consideration, that		
	4.2.2	wake, wash, ••••••;		
	4.2.3	take the •••;		
	4.2.4	provide entertainment for the •••, ••••;		
	4.2.5	wash and • • • • • • • • • • • • • • • • • • •		
	4.2.6	supervise the Children's parties • • • • • • • • • • • • • • • • • • •		
	4.2.7	provide prompt attention to any accident • • • • • • • • • • • • • • • • • • •		
	4.2.8	such other tasks which are generally included in the 'nanny , , , , , , , , ,		
4.3.	do diffe	ow agree that we may change your job description or ask you to erent work of a similar status		
4.4.	Your d	uty is to perform		

5. Place of work

6.

Plac	ce of work
5.1. 5.2.	You agree that the job contracted in this document can be done only on condition that you
	irs of work
пос	IIS OF WORK
6.1.	Your normal hours of work are [8 . 00 • • • • • 6 . 30 • • • • • • • • • • . 30 • • • • • • • • • • • • • • • • • •
OR	
6.2.	Your normal hours of work are [hours] including not more than [
6.3.	You are not required • • • • • • • • [• • • • • • • • • •
6.4.	[You may be required to work additional time not exceeding [8]
6.5.	Whenever we are absent from the house, or otherwise when \blacksquare
6.6.	You are entitled to the following [unpaid] breaks in • • • • • • • • • • • • • • • • • •
6.7.	The Working Time Regulations of 1998 impose an obligation on

employers to ensure that employees do not work more than an

	6.8.	You will be required to comply with		
7.	Salary			
	7.1.	Your salary is £ [00000] per annum payable in equal monthly • • • [• • • • • • • • • • • • • • •		
	7.2.	If you are required to work additional \blacksquare		
	7.3.	We do not offer you		
8.	Expenses			
	8.1.	We will provide a cash fund (" "") "") "" "" "" "" "" "" ""		
	8.2.	If it is at any time necessary for •••••••••••••••••••••••••••••••••••		
	8.3.	You must always • • • • • • • • • • • • • • • • • • •		
	8.4.	Examples of expenses • • • • • • • • • • • • • • • • • •		
		8.4.1 Top up • • • • • • • • • • • • • • • • • •		
		8.4.2 necessary snacks and drinks when away from home;		

		8.4.3	transport by bus and Tube;
		8.4.4	fuel for
9.	Use	of ca	r
	9.1.		iesta] and the [Range Rover] = = = = = = = = = = = = = = = = = = =
	9.2.	You ma	ay use the [= = =] = = = = = = = = = = = = = = =
	9.3.	You wa	arrant that you hold a full,
10.	Lea	ve for	holidays and other reasons
	10.1.	In this	paragraph we refer to holidays, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	10.2.		ntitlement to leave for holidays and all other ••••• [20
	10.3.		ntitlement to holiday pay has been calculated to include 5 g days general
			,
	10.4.		oliday year runs from January 1 to December 31. Your ment to leave days is calculated on
		■ ■ .	

	10.5.	We ask you to agree the dates of your • • • • • • • [28] •
	10.6.	Holidays you take for religious reasons
	10.7.	A day's holiday pay for * * * * * * * * * * * * * * * * * * *
	10.8.	You will be entitled to carry • • • • • • • • • • • • • • • • • •
	10.9.	If either of us terminates your employment by notice, then any holiday entitlement which will have accrued at the date , , , , , , , , , , , , , , , , , ,
	10.10	During the first three months of employment we request that you do not take
11.	Sick	ness or other absence and sick pay
11.		
11.		The regulations for statutory sick pay vary from time to

11.3.	If you are absent from work due to sickness or injury for more than three days (including weekends) you must provide us with a medical
11.4.	Immediately on your return to work, you must complete a self-certification form stating the
11.5.	You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are ■ ■ ■ ■ (■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
11.6.	Provided you have complied with the general terms relating to sickness absence referred to above, you will
OR	
11.7.	We does not make any
11.8.	Payments of sick pay include statutory sick pay and will be reduced by any state sickness
11.9.	In any case where you have a claim in law for compensation against a third party in respect of circumstances causing you



12. Work outside the United Kingdom

12.1.	You agree that we may require you
12.2.	You agree to co-operate and assist • • • • • • • • • • • • • • • • • • •
12.3.	You confirm that you know of no • • • • • • • • • • • • • • • • • •
12.4.	You know of no reason why travel
12.5.	We may make special ••••••••••••••••••••••••••••••••••••

13. Other business or employment

13.1.	You must devote the whole of
13.2.	You may not under any circumstances
13.3.	You may not do other work (even voluntary work), or engage in any other business

14. Confidentiality

14.1.	In this paragraph:		
	" ■ ■ ■ "	2018 .	
	" ":	- ,	
	" "	• • • • • • • • · · · · · · · · · · · ·	
		It includes:	
		any information about the Child	lren;
		,	
		• • • • • • • • • • • • • • • • • • • •	
14.2.		:	• • • • • •
	;		
		, ,	
			■■■,■■■
14.3			
			• • • • • • •
111	,		
17.4.			

	14.5.	
	14.6.	18
	14.7.	
15.	Disc	ciplinary and grievance procedures
	15.1.	(" ").
	15.2.	
	15.3.	
16.	Noti	ce of termination of employment
		:

	OR	
	16.2.	During your first weeks employment: none;
	AND	
	16.3.	After four week's employment: one week;
	16.4.	••••••••••••••••••••••••••••••••••••••
	16.5.	
17.	Arra	ingements during notice period
	17.1.	
	17.2.	•:-
		17.2.1
		17.2.2
18.	Prod	cedure after termination
	[==	
	18.1.	
		18.1.1

16.1. During your trial period: one week;

	18.1.3
	18.3.
19.	Summary termination
	19.1.
	19.2. physical violence; or
	19.3. bullying or harassment; or
	19.4. deliberate damage to property; or
	19.5. serious insubordination; or
	19.6. misuse of ours property or name; or
	19.7. bringing us into disrepute; or
	19.8.
	19.9.
	19.10.

......;

	19.11. serious infringement of health and safety rules; or
	19.12. breach of confidentiality; or
	19.13.
	19.14.
	19.15.
20.	Miscellaneous matters
	20.1.
	20.2.
	••••••
	20.3.
	20.4.
	[72]

		• • • / • • • • • • •	-					
20.0.			 		[-			
20.6								
	•	■ ■ 1999 <i>i</i> 2017or ■	(= = = =	••••	••••	:)(===	. .)
20.5.								
20 E			 					

Signed by [both names in full]

Signed by you to confirm you agree to all the terms:

Witness to your signature:

Name:

Address:

Explanatory notes:

Children's nanny contract: live in as employee

General notes

1.	The following materials contain the main legal sources to which you ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Free information pages concerning aspects of employment at:
	http://www.netlawman.co.uk/infolist/employment.php
	For ACAS information:
	http://www.acas.org.uk/index.aspx?articleid=1390
	Employment Act 2008:
	http://www.legislation.gov.uk/ukpga/2008/24/contents
2.	UK employment law is contained largely in the Employment Act 2008. However, if you are unfortunate enough to be attending a tribunal, an award will be increased, sometimes substantially., if you have failed to comply with , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	SCHEDULE A2 Tribunal jurisdictions to which section 207A of the Trade Union and Labour Relations (■ ■ ■ ■) ■ ■ ■ ■ 1992 (" ■ ■ ■ ■ ")
	Section 2 of the Equal Pay Act 1970 ©. 41) (■ ■ ■ ■ ■ ■ ■).
	Section 63 of the Sex Discrimination Act 1975 ©. 65) (discrimination ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Section 54 of the Race Relations Act 1976 ©. 74) (discrimination ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Section 145A of the TULRA (inducements relating to union ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Section 145B of the TULRA (inducements relating
	Section 146 of the TULRA (detriment in relation to union membership and

Section 17A of the Disability Discrimination Act 1995 ©. 50) (discrimination ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Section 23 of the Employment Rights Act 1996 ©. 18) (■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Section 48 of that Act (detriment ■ ■ ■ ■ ■ ■ ■).
Section 111 of that Act (unfair dismissal).
Section 163 of that Act (redundancy payments).
Section 24 of the National Minimum Wage Act 1998 ©. 39) (detriment in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .).
The Employment Tribunal Extension of Jurisdiction (England and Wales) Order 1994 (SI 1994/1623) (
OR
The Employment Tribunal Extension of Jurisdiction (Scotland) Order 1994 (SI 1994/1624) (■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .).
Regulation 30 of the Working Time Regulations 1998 (SI 1998/1833) (\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare .).
Regulation 32 of the Transnational Information and Consultation of Employees Regulations 1999 (SI 1999/3323) (
Regulation 28 of the Employment Equality (Sexual Orientation) Regulations 2003 (SI 2003/1660) (■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■).
Regulation 28 of the Employment Equality (Religion or Belief) Regulations 2003 (■ ■ ■ 2003 / 1661) (■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .).
Regulation 45 of the European Public Limited-Liability Winterbournes Regulations 2004 (• • • 2004 / 2326) (• • • • • • • • • • • •).
Regulation 33 of the Information and Consultation of Employees Regulations 2004 (■ ■ ■ 2004 / 3426) (■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .).
Paragraph 8 of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers • • • • • • • • • • • • • • • • • • •
Regulation 36 of the Employment Equality (Age) Regulations 2006 (\blacksquare \blacksquare \blacksquare \blacksquare

	Regulation 34 of the European Cooperative Society (Involvement of Employees) Regulations 2006 (2006 / 2059) (2006 / 2059)
	Regulation 17 of the Cross-border Railway Services (Working Time) = = = 2008 (= = = 2008 / 1660) (= = = = = = =).
3.	Employers employing fewer than 20 people are no longer exempt from the bulk of the employment protection legislation. The provisions relating to ■ ■
4.	The requirement set out in the Employment Act 2002, for provision of written terms, including detailed grievance and disciplinary procedures, is , , , , , , , , , , , , , , , , , ,
Paı	ragraph specific notes:
Note	s numbering refers to paragraph numbers.
1.	Start of contract
	By specifying what you have relied on, you strengthen
2.	Trial period
	A trial period has been provided. References to this may be deleted if not required. An employee has the same right during a trial period as
3.	Instructions and liaison
	This is an area where misunderstandings often arise, leading to your I I I I I I I I I I I I I I I I I I
4.	Job title and job description

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A job title is not strictly required; a job description is. Here we have provided a long menu to give you ideas of what could be included. You may decide to

	abbreviate
5.	Place of work
	The main purpose of this paragraph is to give the employer the right to move the employee • • • • • • • • • • • • • • • • • •
6.	Hours of work
	It is in the nature of a nanny contract that every parent wants something slightly different. Our advice is simply to think through what you want and make sure it
	Compliance with the Working Time Regulations is important. As drawn, it takes advantage of the voluntary opt out provision - but that does
7.	Salary
	It is necessary as a matter of law to specify exactly what
	The last sub paragraph enables • • • • • • • • • • • • • • • • • • •
8.	Expenses
	We have no comment
9.	Use of car
	It is a good idea = = = = = = = = = = = = = = = = = = =
10.	Leave for holidays and other reasons
	Holiday entitlement is governed by the Working Time Regulations 1998 and recent case law. The version provided in this contract is the minimum employee entitlement and is considerably

11.	Sickness or other absence and sick pay
	Edit to your • • • • • • • • • • • • • • • • • • •
12.	Work outside the UK
	Another provision to enable you to move the employee
13.	Other business or employment
	Edit to
14.	Confidentiality
	In dealing with children, this is very important indeed. This paragraph
	We suggest you leave it unchanged.
15.	Disciplinary and grievance procedures
	Net Lawman has provided a very elegant, step-by-step approach to these
16.	Notice of termination
10.	Notice of letititiation

	ne statutory provisions
17.	Arrangements during notice period
	When an employee is under notice, the relationship suffers, ■ ■ ■ ■ ■ ■ ■ .
18.	Procedure after termination
	Care should be taken in looking to future to consider what this employee might be doing in a
19.	Summary termination
	For a nanny, this = = = = = = = = = = = . = = = = = = =
	At Net Lawman we hate lists in legal documents.
	Despite this precise list, it is still essential to investigate. It is important that
	you are able to \blacksquare
20.	Miscellaneous matters
	A number of technically important • • • • • • • • • • • • • • • • • • •

, .	
Contra	ct signature - a witness to the employee's signature is not essential, ■ ■ ■
	Rights of Third Parties Act - = = = = = = = = = = = = = = = = = =
	Rights of Third Partice Act

End of notes