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### **SPECIMEN CONTRACT OF EMPLOYMENT**

Between ***(name of Employer)*** Limited and ***(name of Employee*)** meeting the requirements of section 1 of the Employment Rights Act 1996 (as amended).

This Agreement is made between **(n*ame of Employer****)* (‘the Employer’) and you. It supersedes any earlier written or oral arrangement between you and the Employer.

The headings in this Agreement are for convenience only and shall not affect its interpretation.

## **1 JOB TITLE AND PLACE OF WORK**

1.1 The Employer will employ you as a Nanny*.* You will be required to undertake such duties and responsibilities as may be determined by the Employer from time to time. The Employer reserves the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Employer’s family. Please see Appendix 1 for a general list of duties. In addition to your normal duties, you may be required to undertake other duties from time to time.

1.2 Your normal place of work will be ***(address)***.

1.3 The Employer’s premises are no smoking premises and any other premises that it may establish in the future will also be no smoking premises.

**2 START OF EMPLOYMENT**

2.1 Your employment with the Employer started on ***(date).*** No period of employment with a previous employer counts towards your period of continuous employment.

**3 PROBATIONARY PERIOD**

3.1 The first ***(number)*** months of your employment will be a probationary period during which time your performance and conduct will be monitored and appraised. The probationary period may be extended at the Employer’s discretion by up to three months and this is without prejudice to the Employer’s right to terminate your employment before or on the expiry of your probationary period if you are found for any reason whatsoever to be incapable of carrying out, or otherwise unsuitable for, your job. At the end of your probationary period, your employment will be reviewed within a reasonable time of its expiry and your probationary period will not be deemed to have been completed until the Employer has carried out its review and formally confirmed the position in writing to you.

**4 NOTICE**

4.1 Your employment is not for a fixed term and there is no anticipated duration for your employment but it may be terminated by notice. During any probationary period, your employment may be ended either by you giving the Employer or by the Employer giving you one week's written notice.

4.2 After the successful completion of any probationary period, your employment may be ended by you giving the Employer ***(one month's****)* written notice. The Employer will give you ***(one month's)***written notice and after four years’ service a further ***(one week's)*** notice for each additional complete year of service up to a maximum of 12 weeks’ notice.

***Note:*** *under the terms of the contract, you may instead opt to provide that you need only give the statutory minimum periods of notice to an employee, which is one week’s notice between one month’s and two years’ service and then a further one week’s notice for each additional complete year of service up to a maximum of 12 weeks. The statutory minimum notice to be given by an employee is one week irrespective of their length of employment. In this event, you would substitute Clauses 4.1 and 4.2 above with the following:*

*Your contract of employment is terminable by written notice as follows:*

*Notice by the Employer*

*Length of continuous service Minimum period of notice*

*---------------------------- ---------------------------*

*Less than one month One day*

*One month to two years One week*

*Two years to 12 years One week for each continuous*

*year of employment*

*12 or more years 12 weeks*

*Notice to the Employer*

*Length of continuous service Minimum period of notice*

*---------------------------- ---------------------------*

*Less than one month One day*

*One month onwards One week*

4.3 The Employer will not be obliged to provide you with work at any time after notice of termination shall have been given by either party and the Employer may, in its absolute discretion, pay your salary entitlement in lieu of all or any part of the unexpired period of notice (subject to deduction at source of income tax and applicable national insurance contributions). Any such payment will consist solely of basic salary as at the date of termination and, for the avoidance of doubt, the payment in lieu of notice shall not include any element relating to any bonus or commission payments that might otherwise have been due, any payment in respect of benefits which you would have been entitled to receive or any payment in respect of any annual leave entitlement that would have accrued during the period for which the payment in lieu is made. You have no right to receive a payment in lieu of notice unless the Employer exercises its discretion under this clause.

4.4 If you leave without giving the proper period of notice or leave during your notice period without permission, the Employer shall be entitled as a result of your agreement to the terms of this contract to deduct a day’s pay for each day not worked during the notice period, provided always that the Employer will not deduct a sum in excess of the actual loss suffered by it as a result of your leaving without notice and any sum so deducted will be in full and final settlement of the Employer’s claim for your breach of contract. This deduction may be made from any final payment of salary which the Employer may be due to make to you. The amount to be deducted is a genuine attempt by the Employer to assess its loss as a result of your leaving without notice. It is not intended to act as a penalty upon termination.

**5 HOURS OF WORK AND OVERTIME**

5.1 The Employer’s normal hours of work are from ***(time)***until***(time)*** on ***(day)***to ***(day).*** These hours will be your normal hours of work unless otherwise agreed between you and the Employer.

5.2 You may be required to work such additional hours in excess of your normal hours of work as are reasonably necessary for the proper performance of your duties and to meet the needs of the Employer’s family.Any overtime worked by you at the request of the Employer will be paid at ***(the rate of £(amount) per hour)***.

5.3 (***You will be required to undertake babysitting duties (number) of times per week any evening from a (example Monday to Friday) every other weekend your will be required to undertake babysitting duties on a Saturday. These babysitting duties will be paid at a the rate of £(amount) per hour. Or These babysitting duties are included in your weekly salary.)***

**6** **SALARY**

6.1 Your salary will be £***(insert details)*** *(****net/gross)*** per ***(hour/day/week/annum)*** payable in equal *(monthly/weekly)* instalments in arrears on or before the last working day of each ***(month/week*)** for the ***(month/week****)* up to and including that day. Payment will be made ***(by direct credit transfer to a bank or building society account nominated by you) (or) (by cheque made payable to you).***

**7 REVIEW OF PERFORMANCE**

7.1 A performance review will be carried out in relation to you at least once each year. The timing of that review will vary depending upon your job and, in any event, is at the discretion of the Employer. Details of any review procedures relating to you will be given to you and you are required to comply with them at the time of any review of you in order to assist in making the process worthwhile.

7.2 Your performance will also be reviewed, independently of the annual review process, during and at the end of the probationary period.

**8 HOLIDAY**

8.1 The holiday year is from *January 1st* to *December 31st*. In addition to a paid holiday on all statutory and other public holidays,) you will be entitled to ***(20 days’)*** holiday in each holiday year throughout which you are employed by the Employer. You will accrue holiday at the rate of ***(number)*** days per calendar month from your first day of employment with the Employer.

8.2 The Employer will operate a system that you must follow for obtaining prior approval for holiday plans. Details of that system and of any changes to it from time to time will be made known to you. The Employer will try to co-operate with your holiday plans wherever possible subject to the requirements of the Employer. However, you must not book holidays until your request has been formally authorised in writing by your line manager.

8.3 You must use all of your holiday entitlement by the last day of each holiday year and, unless there are exceptional circumstances, you may not carry your holiday entitlement forward into the next holiday year. Holiday entitlement not used by the correct date will usually be lost and under no circumstances will payment be made for holiday entitlement that is lost through not being exercised by the correct date.

8.4 No more than two weeks’ holiday may be taken at any one time without the prior written agreement of your line manager*.* ***(Amount)*** the notice must be given by you of the proposed date of commencement of any holiday.

8.5 In your first and last year of employment, your holiday entitlement will be that proportion of your annual holiday entitlement equivalent to the proportion of the holiday year in question during which you have been employed (to the nearest half-day and assuming that holiday entitlement accrues at an even rate from day to day).

8.6 Subject to clause 8.1, on termination of your employment, holiday pay will be given for earned and unused days of holiday entitlement in that holiday year only. Unless required by law, on termination, you have no right to be paid for holiday accrued but not taken in previous holiday years. If, on termination, you have taken more holiday than you have earned in that year, the Employer shall be entitled as a result of your agreement to the terms of this contract to deduct the value of the unearned holiday from any final payment of salary made to you.

8.7 Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Employer may in its absolute discretion reimburse the period of holiday entitlement lost due to incapacity. You have no contractual right to reimbursement and before considering whether reimbursement is appropriate in the circumstances, you must deliver to the Employer a relevant medical certificate covering the period of incapacity.

**9 COMPASSIONATE LEAVE AND TIME OFF FOR FAMILY EMERGENCIES**

9.1 The Employer will consider all requests for compassionate leave and time off to deal with family emergencies. If you need to take compassionate leave or time off to deal with a family emergency, you should raise the matter with your line manager and that person will consider your request. There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with family emergencies. Any payment will be made at the absolute discretion of the Employer.

**10 SICK PAY**

10.1 You are entitled to Statutory Sick Pay (‘SSP’) during periods of sickness absence. Any payment over and above SSP will be made at the absolute discretion of the Employer.

**11 REPORTING SICKNESS ABSENCE**

11.1 On the first day of any sickness absence you must ensure that your line manager is informed by telephone of your sickness at the earliest possible opportunity. You should also give details of the nature of your illness and the day on which you expect to return to work. You must inform the Employer as soon as possible of any change in the date of your anticipated return to work.

11.2 Sickness absence of up to and including seven consecutive days must be fully supported by a self-certificate and thereafter by one or more doctor's certificates provided to the Employer on a regular basis during the period of sickness absence.

**12 MEDICAL EXAMINATIONS**

12.1 The Employer may require you to undergo a medical examination by a medical practitioner nominated by it at any stage of your employment and you also agree to authorise the medical practitioner responsible for the medical examination to prepare a medical report detailing the results of the examination. The cost of any such examination will be met by the Employer and you will co-operate in the disclosure of all results and reports to the Employer. The Employer will only request such an examination where reasonable to do so.

12.2 There may also be occasions where the Employer considers it necessary to request a medical report on your health from your GP or consultant. Where a medical report is necessary, you will be informed of your rights under the Access to Medical Reports Act 1988 and you will be asked to give your written consent for the Employer to contact your GP or consultant to obtain a medical report.

**13 PENSION**

The Employer does not operate or participate in any pension scheme applicable to your employment.

**14 RETIREMENT**

14.1 The Employer does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to voluntarily retire at any time, provided you give the Employer the required period of notice of termination of your employment as set out in clause 4.2.

**15 COLLECTIVE AGREEMENTS AND PERIODS OUT OF THE UK**

15.1 There are no collective agreements that directly affect the terms of your employment.

15.2 ***(You will not be expected to work outside the United Kingdom for one month or more)***.

**16 DISCIPLINARY RULES**

16.1 The Employer’s disciplinary rules and procedures that apply to your employment are set out in Appendix 1 to this contract.

**17 GRIEVANCE PROCEDURE**

17.1 The Employer’s grievance procedures that apply to your employment are set out in Appendix 2 of this contract.

**18 EQUAL OPPORTUNITIES**

18.1 It is the Employer’s policy to provide employment, training, promotion, transfer, pay, benefits and other terms and conditions of employment without regard to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation unrelated to an individual's ability to perform essential job functions. It is also the Employer’s policy to conform to all employment standards required by law.

**19 LAY-OFFS**

19.1 The Employer reserves the right to lay you off or put you on short-time working where the needs of the Employer’s family make this necessary, for example, because there is a temporary cessation of or reduction in work or temporary closure of the workplace.

19.2 In the event that you are laid off or put on short-time working, your entitlement to pay on workless days in that period of lay-off or short-time working will cease and instead, if you qualify, you will be paid guarantee payments at the prevailing statutory rate during that period in accordance with statutory requirements.

1. **RESTRICTIONS**

20.1 During your normal hours of work you may not, without the prior written consent of the Employer, devote any time to any business other than the business of the Employer or to any public or charitable duty or endeavour.

20.2 During the period of your employment you will not, without the prior written consent of the Employer, undertake any work or other activity which may prejudicially affect your ability properly and efficiently to discharge your duties and responsibilities. The decision as to whether or not an activity would have a prejudicial effect shall be in the absolute discretion of the Employer.

20.3 You will not at any time either during your employment or afterwards, to the detriment or prejudice of the Employer or the Employer’s customers, use or divulge to any person, firm or Employer, except in the proper course of your duties during your employment by the Employer, any confidential information identifying or relating to the Employer, details of which are not in the public domain, or such confidential information relating to the Employer or the Employers family which have come to your knowledge during your employment.

**21 DELIVERY UP OF DOCUMENTS**

21.1 Upon the termination of your employment under this contract for whatsoever cause, you shall forthwith deliver up to the Employer all keys and any swipe cards, credit cards, computer hardware or software, books, documents, account records and any other papers which may be in your possession, custody or control and which are the property of the Employer or which otherwise relate in any way to the Employer’or affairs of the Employer and no copies of the same or any part thereof shall be retained by you. You shall then (if required by the Employer) make a declaration that the whole of the provisions of this Clause has been complied with.

**22 DEBTS AND OVERPAYMENTS**

22.1 If, on the termination of your employment, you owe the Employer money as a result of any loan, overpayment, default on your part or any other reason whatsoever, the Employer shall be entitled as a result of your agreement to the terms of this contract to deduct the amount of your indebtedness to it from any final payment of salary which it may be due to make to you.

I hereby confirm that I have read, understood and accept the above contract of employment. I undertake to observe the terms and conditions of employment contained therein.

………………………… ……..…………………

***(Name of employee)***  For and on behalf of the Employer

Date: …………………... Date: …………………

**APPENDIX 1 – DUTIES AND RESPONSIBILITIES**

1. Looking after the Employers children’s needs, welfare, development and health and safety. The children should be both engaged in social activities and one-on-one activities with the Employee. (e.g reading singing, learning numbers, letters, alphabet, painting).
2. The Employee should speak in ***(language)*** at all times with the Employers children, encouraging the development of language through reading, singing, language games, explanation of the world around.
3. The Employee should develop a timetable for the daily activities of the Employers children. This should include learning and play activities, meal plans, and social activities.
4. Supervision of the children at all times they are in The Employee’s care.
5. Encouraging development in skills which are relevant to the children’s age and level of motor and social development e.g. puzzles, reading, painting, writing, arithmetic, drawing, music, telling the time.
6. Taking the children to the GP surgery when necessary.
7. All childcare housekeeping responsibilities include but are not limited to: Please note each individual Employer has different requirements for completing the below tasks. It is extremely important to ask the Employer how they prefer duties to be completed and follow the instructions exactly.
8. Ensuring the children’s clothes are clean and tidy at all times. Clothing should be ironed and kept in order in the wardrobe, e.g. trousers together, t-shirts together, jumpers together, pyjamas together, dresses hanging orderly, jackets hanging orderly.
9. Bed linen should be changed weekly on ***(day).*** The sheets, pillowcases, duvet cover should be ironed.
10. Children’s bathroom towels should be changed ***(days)***.
11. The children’s bedrooms and play area should be vacuumed ***(days)***.
12. The children’s bedrooms should be dusted and cleaned ***using hot soapy water every (day)****.* Bed frames, window frames, bookshelves, skirting boards, door handles.
13. Children’s baths should be cleaned daily with soap water before bathing the children.
14. Potty and toilet seats should be cleaned daily with the appropriate chemicals. All chemicals should be rinsed completed to avoid damage to the children’s skin.
15. Toys and books should be kept in an orderly and neat fashion at all times. Books together neatly in the bookshelves, wooden toys together, soft toys together, puzzles together (all pieces present), painting and drawing items together and cleaned.
16. Cooking for the children. A meal plan should be drawn up consisting of a healthy balanced diet with 5 different fruits and vegetables every day.
17. All kitchen surfaces should be clean and tidy following meal preparation.
18. Taking the children to and from activities, sports, playdates. Arranging the children’s social schedule.
19. Bathing the children and preparing them for bed.
20. Grocery and household shopping, assisting with the organisation of the house.

**SCHEDULE 2 - REQUIREMENTS**

**General**

* No smoking
* Tidiness and cleanliness are of paramount importance

**Television**

* TV allowed only with the prior consent of the Employer

**Hygiene**

* You must wash hands before food preparation
* You must wash hands when returning to the house from outside play

**Safety**

* Ensure that anything on the work surfaces - knives, bowls, saucepans etc. - are well out of the children’s reach

**APPENDIX 2 - DISCIPLINARY PROCEDURE**

Whilst the Employer does not wish to impose unreasonable rules of conduct on its employees, certain standards of behaviour are necessary to maintain good employment relations and discipline in the interest of all employees. The Employer prefers that discipline be voluntary and self-imposed and in the great majority of cases this is how it works. However, from time to time, it may be necessary for the Employer to take action towards individuals whose level of behaviour or performance is unacceptable.

This disciplinary procedure is entirely non-contractual and does not form part of an employee’s contract of employment.

Minor faults will be dealt with informally through counselling and training. However, in cases where informal discussion with the employee does not lead to an improvement in conduct or performance or where the matter is considered to be too serious to be classed as minor, for example, unauthorised absences, persistent poor timekeeping, sub-standard work performance, etc the following disciplinary procedure will be used. At all stages of the procedure, an investigation will be carried out.

The Employer will notify the employee in writing of the allegations against him or her and will invite the employee to a disciplinary hearing to discuss the matter. The Employer will provide sufficient information about the alleged misconduct or poor performance and its possible consequences to enable the employee to prepare to answer the case. This will include the provision of copies of written evidence, including witness statements, where appropriate.

Having given the employee reasonable time to prepare their case, a formal disciplinary hearing will then take place, conducted by a manager, at which the employee will be giventhe chance to state his or her case, accompanied if requested by a trade union official, a trade union representative or a fellow employee of his or her choice. The employee must make every effort to attend the hearing. At the hearing, the employee will be allowed to set out their case and answer any allegations and will also be given a reasonable opportunity to ask questions, present evidence, call relevant witnesses and raise points about any information provided by witnesses.

Following the hearing, the Employer will decide whether or not disciplinary action is justified and, if so, the employee will be informed in writing of the Employer’s decision in accordance with the stages set out below and notified of his or her right to appeal against that decision. It should be noted that an employee's behaviour is not looked at in isolation but each incident of misconduct is regarded cumulatively with any previous occurrences.

**Stage 1: Written warning**

The employee will be given a formal WRITTEN WARNING. He or she will be advised of the reason for the warning, how they need to improve their conduct or performance, the timescale over which the improvement is to be achieved, that the warning is the first stage of the formal disciplinary procedure and the likely consequences if the terms of the warning are not complied with. The written warning will be recorded but nullified after six months, subject to satisfactory conduct and performance.

### **Stage 2: Final written warning**

Failure to improve performance in response to the procedure so far, a repeat of misconduct for which a warning has previously been issued, or the first instance of serious misconduct or serious poor performance, will result in a FINAL WRITTEN WARNING being issued. This will set out the nature of the misconduct or poor performance, how he or she needs to improve their conduct or performance, the timescale over which the improvement is to be achieved and warn that dismissal will probably result if the terms of the warning are not complied with. This final written warning will be recorded but nullified after twelve months, subject to satisfactory conduct and performance.

### **Stage 3: Dismissal**

Failure to meet the requirements set out in the final written warning will normally lead to DISMISSAL with appropriate notice. A decision of this kind will only be made after the fullest possible investigation. Dismissal can be authorised only by a senior manager or a Director. The employee will be informed of the reasons for dismissal, the appropriate period of notice, the date on which his or her employment will terminate and how the employee can appeal against the dismissal decision.

**Gross misconduct**

Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed. In such cases, the Employer reserves the right to dismiss without notice of termination or payment in lieu of notice. Examples of gross misconduct include:

* Theft, fraud, unauthorised possession of Employer property, deliberate falsification of records or any other form of dishonesty.
* Offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with employment.
* Wilfully causing harm or injury to another employee, physical violence, bullying or grossly offensive behaviour.
* Deliberately causing damage to the Employer’s property.
* Causing loss, damage or injury through serious carelessness or gross negligence.
* Extremely serious insubordination.
* Serious incapacity at work through an excess of alcohol or drugs.
* A serious breach of health and safety rules.
* Harassing or victimising another employee because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation.
* Bringing the Employer into serious disrepute.

The above is intended as a guide and is not an exhaustive list.

**Suspension**

In the event of serious or gross misconduct, an employee may be suspended while a full investigation is carried out. Such suspension will be on full basic pay. Suspension is a neutral act, which does not imply guilt or blame, and will be for as short a period as possible. Suspension is not considered a disciplinary action.

**Appeals**

An employee may appeal against any disciplinary decision, including dismissal, to a Director of the Employer within five working days of the decision. Appeals should be made in writing and state the grounds for appeal. The employee will be invited to attend an appeal hearing chaired by a senior manager or a Director.

At the appeal hearing, the employee will again be given the chance to state his or her case and will have the right to be accompanied by a trade union official, a trade union representative or a fellow employee of his or her choice.

Following the appeal hearing, the employee will be informed in writing of the results of the hearing. The Employer’s decision on an appeal will be final.

**Employees with short service**

This disciplinary procedure does not apply to any employee who has been employed by the Employer for less than one year where that employee commenced employment with the Employer on or before 5 April 2012.

This disciplinary procedure does not apply to any employee who has been employed by the Employer for less than two years where that employee commenced employment with the Employer on or after 6 April 2012.

# **APPENDIX 3 - GRIEVANCE PROCEDURE**

# **Object**

The object of the procedure is to provide an employee who considers that he or she has a grievance with an opportunity to have it examined quickly and effectively, and where a grievance is deemed to exist, to have it resolved, if possible, at the earliest practicable opportunity. Most grievances can be settled informally with line managers and employees should aim to settle their grievances in this way if possible.

This grievance procedure is entirely non-contractual and does not form part of an employee’s contract of employment.

## **Procedure**

If a grievance cannot be settled informally with the relevant line manager, the employee should raise it formally. This procedure has been drawn up to establish the appropriate steps to be followed when pursuing and dealing with a formal grievance.

## **Stage 1**

In the event of the employee having a formal grievance relating to his or her employment, he or she should, in the first instance, put their grievance in writing and address it to their line manager, making it clear that they wish to raise a formal grievance under the terms of this procedure. Where the grievance is against the line manager, the complaint should be addressed to an alternative manager. This grievance procedure will not be invoked unless the employee raises their grievance in accordance with these requirements.

A manager (who may not be the manager to whom the grievance was addressed) will then invite the employee to a grievance meeting to discuss the grievance and the employee has the right to be accompanied at this meeting by a trade union official, a trade union representative or a fellow employee of their choice. The employee must make every effort to attend the meeting. At the meeting, the employee will be permitted to explain their grievance and how they think it should be resolved.

Following the meeting, the Employer will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the grievance meeting. If it is not possible to respond within this time period, the employee will be given an explanation for the delay and be told when a response can be expected. The employee will be informed in writing of the Employer’s decision on the grievance and notified of their right to appeal against that decision if they are not satisfied with it.

## **Stage 2**

In the event that the employee feels his or her grievance has not been satisfactorily resolved, the employee may then appeal in writing to a more senior manager or to a Director of the Employer within five working days of the grievance decision. The employee should also set out the grounds for their appeal.

On receipt of such a request, a more senior manager or a Director (who again may not be the person to whom the appeal was addressed) shall make arrangements to hear the grievance at an appeal meeting and at this meeting the employee may again, if they wish, be accompanied by a trade union official, a trade union representative or a fellow employee of their choice.

Following the meeting, the senior manager or Director will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the appeal hearing. If it is not possible to respond within this time period, the employee will be given an explanation for the delay and be told when a response can be expected. The employee will be informed in writing of the Employer’s decision on their grievance appeal.

This is the final stage of the grievance procedure and the Employer’s decision shall be final.