*Contract of Employment*

**This Agreement is made between:**

**Employer (“the Employer”) Employee (“the Employee”) (together “the Parties”)**

Name: Name:

Address: Address:

The Employee has agreed to be employed as an SEN Specialist/SEN Nanny and will perform the duties set out below for the Employer, subject to the terms and conditions contained in this contract, for the amount of pay specified.

**LOCATION**

The employment will normally be at the Employer’s address above, but may be required to work at other locations, should the Employer reasonably require it from time to time.

**START DATE** The employment will commence on \_\_\_\_\_\_\_\_

**PAY**

The Employer will pay the Employee £\_\_\_\_\_ per annum gross, paid monthly in arrears (£\_\_\_ gross per month). Deductions for National Insurance Contributions, Income Tax and any Student Loan will be made from this pay before this is paid to the Employee.

Where the Employee is absent from work and such absence has not been authorised by the Employer and where the Employee has no statutory right to such absence and no right to statutory pay for such absence, the Employee shall not be entitled to pay for the period of the absence. The Employer shall be entitled to make a deduction from the Employee’s normal pay for the period of the absence.

The Employer shall be entitled to deduct from the Employee’s pay amounts which the Employee has agreed to reimburse to the Employer.

The Employer will calculate and pay, directly to HM Revenue and Customs, all sums due in Income Tax, Employee’s National Insurance Contributions and Employer’s National Insurance Contributions.

There will be an annual pay review after the first year of employment.

Payslips will be provided to the Employee showing both gross and net pay and all relevant deductions for Income Tax, National Insurance and any Employee pension contributions.

**DUTIES**

The Employee will be expected to perform all duties normally expected of a

professional nanny, including but not limited to the following duties:

1. (please copy and paste the duties from your SENNIES profile and add any additional duties you have agreed with your Sennie (if any))

2.

3.

etc.

**HOUSE RULES**

The Employee must observe the House Rules at all times during working hours or whilst on the premises or when in the presence of the children. These have been provided in a separate document and will be updated by the Employer from time to time.

**SICKNESS**

In the event of sickness, the Employee will notify the Employer on the first day of absence, either by telephone or in-person, as soon as is reasonably practical, that they will not be attending work. Notification by text message is not acceptable.

The Employee must provide the Employer with certified evidence of sickness for each period of absence. The Employee can self-certify for up to a week, but if a period of sickness extends beyond this, a medical certificate from a doctor is required.

The Employer shall be entitled to require the Employee to undergo examinations by a medical practitioner if she feels a sickness is affecting the Employee’s duties.

The Employer will pay the Employee in accordance with Statutory Sick Pay legislation.

If the Employee’s absence is related to injuries caused by a third party from whom the Employee subsequently claims damages, the Employee will also claim for all payments made to the Employee by the Employer during the sick leave. All such payments recovered from the third party shall then be paid to the Employer as soon as possible.

Since the worldwide pandemic relating to the Novel Coronavirus, both the Employer and Employee ensure to follow guidelines, as set out and stipulated by the UK Government. Both parties are expected to keep the other party informed regarding any COVID-19 exposure or suspected illnesses.

**(PLEASE FEEL FREE TO ADD AN ADDITIONAL CLAUSE REGARDING VACCINATIONS IF REQUIRED or delete this section)**

**MATERNITY/PATERNITY PAY**

If the Employee is on Maternity/Paternity leave and is entitled to Statutory Maternity/Paternity Pay, the Employer will pay the Employee only at the rates specified at the time for Statutory Maternity/Paternity Pay. If the Employee is not entitled to Statutory Maternity/Paternity Pay, no payment will be due and no payments will be made to the Employee during the period of Maternity/Paternity leave.

**PENSION**

The Employer will enrol any Employee meeting the workplace pensions auto-enrolment criteria into an appropriate pension scheme. Both the Employer and the Employee will be required to make contributions to the scheme in line with the minimum contribution rates specified in current legislation relating to auto-enrolment pension schemes.

**HOURS**

EG. Monday, Tuesday and Wednesday – 15:00 to 19:00.

Any extra hours worked, over and above the hours set out above, will be given as time in lieu or, at the Employer’s discretion, paid as overtime at £\_\_\_\_\_ per hour gross.

Any additional babysitting hours will be paid at a standard rate per hour and then paid at £15.00 gross per hour when children are asleep.

No banking hours.

The Employee is responsible for ensuring that they take all rest breaks required by the Working Time Regulations as in force from time to time.

The Employer would expect these breaks to be taken during times whilst the children are themselves resting.

**USE OF EMPLOYER’S CAR**

If the Employer requires the Employee to utilise the Employer’s car to carry the Employer’s children, the Employer will ensure that the car is properly maintained and that the Employee is covered by comprehensive insurance. The Employee will only use the car during working hours to fulfil the duties required by the Employer. The Employee will not be permitted to use the car for private use. The Employer will provide fuel for the vehicle. If requested by the Employer, the Employee will provide a written itemised breakdown of journeys.

**TELEPHONE**

The Employee will only use the Employer’s telephone to make calls that are wholly related to the Employee’s duties and are necessary for the performance of these duties. The cost of any other calls must be reimbursed to the Employer as set out below.

**PETTY CASH**

The Employer is required to supply petty cash for all activities relating to the job and children. The Employee must keep account of the amount given and supply receipts weekly to the Employer if requested.

**PHOTOGRAPHY**

The Employee shall not take, store, send or display any photographs or electronic images of any children in her care or the Employer’s home without the express permission and prior approval of the Employer.

No photographs, images or information regarding the children, Employer or the family home, should be divulged or sent to any other persons, social network sites or posted on the internet.

**REIMBURSEMENT**

The Employee agrees to reimburse the Employer for:

* Any telephone calls made using the Employer’s telephone line which are

not incurred wholly in the performance of the Employee’s duties.

* Any fines, charges or penalties which are levied against the Employer related to the Employee’s use of the Employer’s car, whether incurred during travel on the Employer’s business or otherwise.

**PROBATION PERIOD**

The Employee will serve a probationary period of thirty (30) days. During the probationary period, the Employee may be discharged at the discretion of the Employer for breaking house rules or terms of this contract.

**TERMINATION**

Either party must provide at least four weeks’ notice in writing to terminate this agreement. After five years’ continuous employment, the notice period to be given by either party will increase by one week for each additional full year of continuous service over four years to a maximum of twelve weeks.

The Employee agrees that if at the time notice is given by either the Employer or the Employee to terminate this employment, the Employee owes the Employer any sums of money, including money owed for pay paid in advance for which the Employee has not worked or items listed under the Reimbursement clause above, such sums may be deducted from any payment of pay due to the Employee.

Upon termination of employment, the Employee will immediately return any property of the Employer which is in the Employee’s possession, including any of the Employer’s keys which are held by the Employee.

The Employer may require the Employee to take any outstanding accrued holiday during the notice period and may, at the Employer’s absolute discretion, require the Employee not to carry out her duties and not to attend the place of work.

The Employer is entitled to pay basic pay in lieu of notice whether notice is given by the Employer or the Employee.

**HOLIDAYS**

The Employee will be entitled to 5.6 weeks’ paid holiday during each year of service, including all public holidays which occur on normal working days, to be taken at a time that has been agreed by the Employer. Whilst the Employee continues to work a \_\_ day week, this equates to \_\_ days per annum, including all public holidays which occur on normal working days.

Normally, excluding public holidays which occur on normal working days which will always be taken as holiday unless otherwise agreed between the Employer and Employee, the Employer will specify 50% of the holiday and the Employee may request the dates for the remainder. The Employee will give the Employer at least 4 weeks’ notice of any request to take holiday.

The holiday year commences on \_\_\_\_\_\_\_\_\_\_\_\_\_. During the first year of service, holiday must be accrued on a monthly basis before it may be taken.

Holiday not taken in the year it is earned may not be carried forward to the next holiday year. No payment will be made by the Employer in lieu of any untaken holiday at the end of a holiday year.

If holiday in excess of entitlement has been taken when employment ends, the Employee agrees that a deduction may be made from pay to compensate the Employer for the excess paid holiday that has been taken.

If the Employer wants to use more than their 50% entitlement, the Employer is liable to pay the Employee their standard salary as they are still available for work as per the terms in this contract.

**MISCONDUCT**

The Employee should regard the following as likely to give rise to disciplinary action:

1. Incompetence in carrying out the specified duties
2. Unsatisfactory dress, appearance or hygiene
3. Being a disruptive influence with the children
4. Conduct during or outside working hours prejudicial to the interest or reputation of the Employer
5. Unreliability in timekeeping or attendance
6. Failure to comply with the House Rules, instructions or procedures
7. Consuming alcohol during working hours or being under the influence of alcohol during working hours
8. Taking illegal drugs at any time
9. Loss of driving licence
10. Breach of any clause within this contract

**ACAS CODE**

The Employer will follow, as far as is practicable, the general principles set out in the ACAS Code of Practice relating to Disciplinary and Grievance Procedures, as updated from time to time, when operating the disciplinary and grievance procedures set out below.

**DISCIPLINARY ACTION**

In all instances where the Employer feels disciplinary action may be necessary, the Employer will follow the disciplinary procedure set out below.

If following the conclusion of the disciplinary procedure, the Employer has decided that misconduct has occurred, a formal written warning may be given to the Employee. If a written warning has already been given within the preceding twelve months for a previous case of misconduct, a final written warning may be given. However, if the first case of misconduct is deemed by the Employer to be sufficiently serious, it may be appropriate to move directly to a final written warning.

If another case of misconduct arises within twelve months of a final written warning having been issued, the Employer may dismiss the Employee using the disciplinary procedure set out below.

The Employer is entitled to dismiss the Employee, without notice or pay in lieu of notice, if, following investigation, it is found the Employee has committed an act of gross misconduct, even if this is only the first or second case of misconduct.

The Employee should regard the disciplinary offences set out below as examples of gross misconduct.

• Theft

• Being under the influence of alcohol during working hours

• Taking of illegal drugs at any time

• Physical or verbal abuse of a child

• Not using the correct child restraint when transporting a child in a car

• Leaving the children unattended at any time

• Leaving the children alone with a third party at any time without the express permission of the Employer

**DISCIPLINARY PROCEDURE**

Preliminary Steps

Where the Employer believes misconduct may have taken place, the Employer will first conduct an investigation to ascertain the facts or to collate evidence. Any necessary investigative meeting with the Employee will not result in disciplinary action. The investigation will be conducted without unreasonable delay. It may be necessary for the Employee to be suspended on full pay during any investigation. Any such suspension will not be considered to be a disciplinary action.

Disciplinary Meeting

Following the investigation, if it is decided that disciplinary action may be warranted, the Employer will notify the Employee in writing, providing sufficient information to the Employee to allow the Employee to prepare to answer the case at a disciplinary meeting. The Employer will also normally provide copies of any written or documentary evidence. The notification will provide details of the time and venue of the disciplinary meeting and the Employee will be invited to this meeting to discuss the issue. The Employee will be given a reasonable opportunity to set out their case and answer any allegations that have been made. The Employee may ask questions, present evidence and call relevant witnesses. The Employee may bring a friend or colleague to this meeting. The friend or colleague will be allowed to address the hearing to put and sum up the Employee’s case.

Employer’s Decision

After this meeting the Employer will decide whether or not disciplinary action is justified, what this may comprise and will inform the Employee of the decision in writing. The Employer will offer the Employee a right of appeal against any decision. If the Employee wishes to appeal, they must inform the Employer and will be invited to a further meeting to discuss the appeal. A final decision will be communicated to the Employee after the appeal meeting.

Dismissal

If the decision following the disciplinary meeting is to dismiss the Employee, the Employee will be notified of this decision as soon as possible and in writing. The notification will set out the reasons for the dismissal, the date on which the employment contract will end, the appropriate period of notice and the Employee’s right of appeal.

**GRIEVANCES**

If the Employee has any grievance this should be discussed in the first instance directly with the Employer. If informal discussion does not resolve the grievance, the Employer will hold a meeting with the Employee. The Employee will be given a reasonable opportunity to set out their case, ask questions and present evidence. The Employee may bring a friend or colleague to this meeting. The friend or colleague will be allowed to address the hearing to put and sum up the Employee’s case.

After this meeting the Employer will decide on any actions required to resolve the grievance, what this may comprise and will inform the Employee of the decision in writing. The Employer will offer the Employee a right of appeal against any decision. If the Employee wishes to appeal, they must inform the Employer and will be invited to a further meeting to discuss the appeal. A final decision will be communicated to the Employee after the appeal meeting.

**CONFIDENTIALITY**

During and after this employment, the Employee should treat all information as confidential relating to any aspect of the Employer's affairs and is prohibited from divulging or communicating directly or indirectly to any person (otherwise than in the proper course of her duties or as is required by law) any information acquired during this employment. This clause shall survive the termination of this agreement.

**GENERAL**

This contract shall be construed in accordance with and governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Any reference in this contract to any statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it and shall also include reference to all statutory instruments and orders made pursuant to any such statutory provision.

Words in the singular shall include the plural and vice versa, and references to any gender shall include any other and a reference to a person shall include a reference to any Company as well as any legal or natural person.

The Employee agrees that they have disclosed any medical or mental health diagnosis in writing that would make them unable to carry out their roles and adhere to the house rules as per the terms of this contract.

Signed by the Employer: Date:

Signed by the Employee: Date: