**Nanny Contract**

**{Name}** , henceforth known as "Nanny," has agreed to be the nanny for the **{Name}** family, henceforth known as "Employer," beginning on**{date}**, and continuing **{indefinitely, until a certain date, etc.}**.

Nanny and Employer agree to the following provisions:

**1. Work Hours and Schedule**

1.1 Nanny will work the following schedule:

|  |  |
| --- | --- |
| Monday |  |
| Tuesday |  |
| Wednesday |  |
| Thursday |  |
| Friday |  |
| Saturday |  |
| Sunday |  |

1.2 Nanny will be allowed **{number}** sick days and **{number}** personal days per **{month/year}**. With personal days, the Nanny must give Employer **{number}** days’ notice.

**Disciplinary and Capability Procedure**

 Reasons which might give rise to the need for measures under the Disciplinary & Capability Procedure include the following:

(a) Causing a disruptive influence in the household

(b) Job incompetence

(c) Unsatisfactory standard of dress or appearance

(d) Conduct inside or outside Normal Working Hours prejudicial to the interests or reputation of the Employer

(e) Unreliability in time keeping or attendance

(f) Failure to comply with instructions and procedures

(g) Loss of driving licensee

(h) Breach of confidentiality

In the event of the Employer needing to take disciplinary action the procedure shall, save in cases involving gross misconduct, be:

Firstly Written Warning

Secondly Final Written Warning

Thirdly Dismissal – If the Employer contemplates dismissal then one of the following procedures will be implemented:

The standard and modified dismissal and disciplinary procedures are set out below. The standard procedure will be used when the Employer contemplates dismissing or taking formal disciplinary action against the Nanny such as that set out in clause 7.1 above. The modified procedure will be used in the event that there has been a dismissal without notice for gross misconduct, in which case it will apply after such a dismissal.

##### Standard Procedure

**Step 1** The Employer will set out in writing the Nanny’s alleged conduct or characteristics, or other circumstances, which lead the Employer to contemplate dismissing or taking disciplinary action against the Nanny. The Employer will give the statement or a copy of it to the Nanny and invite the Nanny to attend a meeting to discuss the matter.

**Step 2** (1) The meeting will take place before any action is taken, except in the case where the disciplinary action consists of a suspension on full pay.

(2) The meeting must not take place unless:

- The Employer has informed the Nanny of the ground or grounds for contemplating disciplinary action or dismissal in the form of a written statement

* The Nanny has had a reasonable opportunity to consider his/her response to that information

(3) The Nanny shall be informed of their right to be accompanied at the meeting

(4) After the meeting, the Employer will inform the Nanny in writing of its decision and notify him/her of the right to appeal against the decision if he/she is not satisfied with it.

**Step 3** (1) If the Nanny does wish to appeal, he/she must inform the Employer within 5 working days, and on doing so the Employer will invite him/her to attend a further meeting.

 (2) The appeal meeting may not take place before the dismissal or disciplinary action takes effect but will be arranged within a reasonable period of time.

 (3) After the appeal meeting, the Employer will inform the Nanny of its final decision.

##### Modified Procedure

 **Step 1** The Employer will:

1. Set out in writing

- The Nanny’s alleged misconduct which has led to the dismissal,

- What the basis was for thinking at the time of the dismissal that the Nanny was guilty of the alleged misconduct,

* The Nanny’s right to appeal against dismissal, and

(2) Send the statement to the Nanny

 **Step 2** (1) If the Nanny does wish to appeal, he/she must inform the

Employer within 5 working days, and if he/she does so the

 Employer will invite him/her to attend a meeting.

(2) After the appeal meeting, the Employer must inform the Nanny of

 its final decision.

**Grievance Procedure**

If the Nanny has any reasonable grievance relating to her employment the matter can be raised with the Employer informally if the Nanny deems appropriate. If the Nanny does not think that it is appropriate to deal with the grievance informally, the following procedure should be implemented:

**Standard Procedure**

Step 1 The Nanny must set out the grievance in writing and send/give this statement to the Employer

Step 2 The Employer will invite the Nanny to attend a meeting to discuss the grievance.

The meeting must not take place unless:

- The Nanny has informed the Employer of the basis for the grievance set out in the statement under step 1

* The Employer has had a reasonable opportunity to consider its response to that information

After the meeting the Employer will inform the Nanny of its decision, and the Employer will notify the Nanny of his/her right to appeal if he/she is not satisfied with it.

Step 3 If the Nanny does wish to appeal, he/she must inform the Employer within 5 working days, and on doing so the Employer will invite him/her to attend a further meeting. After the appeal meeting, the Employer will inform the Nanny of its final decision.

**Modified Procedure**

Step 1 The Nanny must set out in writing the grievance, and the basis for it, and send the statement to the Employer.

Step 2 The Employer will set out its response in writing and send it to the Nanny

###### General principles relating to disciplinary and grievance procedures

The following general principles will apply to the disciplinary/ dismissal and grievance procedures

* + - Each step and action will be taken without unreasonable delay.
		- Whenever the Nanny is invited by the Employer to attend a

 meeting, the Nanny must take all reasonable steps to attend.

* + - Timing and location of meetings must be reasonable.
		- Meetings will be conducted in a manner that enables both the Employer and Nanny to explain their case.
		- Whenever the Employer or Nanny is required to send the other a statement, the original or a copy will suffice.

 **General**

 This contract shall be construed in accordance with and governed by the laws of England and Wales/Scotland/Northern Ireland *[delete as applicable]* and the parties submit to the exclusive jurisdiction of the Courts of England and Wales/Scotland/Northern Ireland *[delete as applicable]*.

 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 the other and a reference to a person shall include a reference to any company as well as any legal or natural person.

## **SIGNED by the Employer Dated**