

Seriously Kids™

Supporting, educating, empowering.... Seriously useful

Having a nanny contract at the commencement of employment is a good idea. It offers a clear guideline of expectations and requirements when looking after your children and has the potential to alleviate any potential problems that may occur later.

Please Note: Your Nanny Contract needs to be in line with the legislation

NANNY CONTRACT

It is important to note that a nanny contract needs to be in line with the legislation.

There is no legal argument available if there is a breach in legislation should there be issues during the employment or termination.

It is much easier to clearly define and discuss the nanny contract prior to the start than it is to try and add duties and house rules later on.

It is a good idea to have a nanny contract even when you go through a nanny agency as it covers you and clearly states your expectations. You could provide the agency you used with a copy for their records.

There are advantages of using a nanny contract.

- » It outlines expectations as well as grievance and notice periods as well as the probation period. It has the possibility to help in unfair dismissal cases, of course as noted the contract needs to be in line with legislation.
- » It defines behaviour, conditions, expectations, entitlements, etc.
- » Provides a clear job description.
- » Offers the option for inclusion of a confidentiality agreement.



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Nanny Employment Contract

Contract between _____ (nanny) and _____ (employer)

Date of Commencement: ____/____/____

Work Address: _____

Number of children: _____ Ages: _____

Names of children: _____

Job Title

Place of work: _____

(Or other such place(s) as the employer may reasonably require/frequent from time to time)

Job Description

The following are a requirement of the position.

Brief Description: _____

The employee's work hours are: _____ am/pm

Days/week: _____

The babysitting requirements are _____ (inclusive/exclusive of salary)

These hours of work can only be changed by mutual agreement.

The employer will pay \$ _____ /hour for any extra hours worked.

Salary

The gross salary is \$ _____ (Net Salary)

The wage is to be paid: Weekly | Fortnightly | Monthly (Circle One)

The wage will be paid: In Cash | Into Nominated Bank Account | By Cheque (Circle One)

Review: The position will be reviewed, including the wage every _____ (Period of Time)

Tax, Super & Insurance

The tax and superannuation requirements are the responsibility of the: Employer | Nanny (Circle One)

The responsibility of the Insurance is that of the: Employer | Nanny (Circle One)

Expenses

The employee will be reimbursed for: (e.g. all reasonable expenses, properly and exclusively incurred in the proper performance for his/her duties provided that he/she obtains the employer's express prior consent. Receipts for all purchases will be produced. Any reasonable extra travel expenses incurred as a result of working at another location should be reimbursed).

Holidays

The employee will be allowed _____ (Period) in paid holidays

They are accrued _____ (How?)

The nanny will give _____ (Notice required when applying for time off)

Public Holidays: _____
(such as will they receive a day off) _____

Sickness

If the nanny is sick- Notice required: _____

Sick days: Will Be Paid / Will Not Be Paid (Circle One)

Sick day entitlements: _____

Resignation/Termination of Contract

A period of _____ notice to be given if resigning.

In the event of cessation of employment the employer will give 2 weeks' notice unless it is a breach of contract or serious duty of care issue and the contract will be terminated _____

Signed:

Employer

Nanny

Name: _____

Name: _____

NOTES

DISCLAIMER

We have taken a great deal of care in providing the information contained within this contract, however, it is intended as a guide only.

Any information provided, while given as a broad guide with the best of intentions should not be substituted for professional advice. The information is given with the sole intention to be used as a guide only, and to aid with any concerns or questions you may have and to help you in determining if you require any further assistance or assist you with embarking on subsequent research.