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DO YOU PROVIDE YOUR STAFF WITH EMPLOYMENT CONTRACTS?

When you employ domestic staff, it can be easy to forget to sort out the paperwork.

However, a contract exists from the moment the employee accepts your offer of work, even if it is not in writing. It is in your interest to ensure that such contract contains all the essential terms that are key to the relationship.

There are a number of reasons why it is important that you provide your employees with an appropriate written employment contract:

- 1. It is a legal requirement.** As an employer, you are obliged by law to provide employees whose employment is to continue for more than one month with a written statement of certain terms of their employment (including their pay and hours of work). It must be given to employees no later than two months after their employment begins. The statement is not necessarily the same as an employment contract, but the contract can encompass the statement of terms. Failure to provide the statement may lead to a tribunal award of between two to four week's pay (capped) where the employee has already brought a successful claim (for example for unfair dismissal).
- 2. To protect yourself.** The contract can assist in minimising the risks involved in employing domestic staff. For example, you can include a clause stating that all of your property must be returned whenever requested and especially at the end of their employment, that they keep all matters relating to you and your family and contacts confidential and that you reserve the right to deduct any sums they owe to you (such as any loans, overpayments of wages or damage caused to your property).
- 3. To ensure the employee is clear about their obligations to you.** This is a good opportunity to include issues such as what their duties comprise (you could append a list of duties), who they are to report to, how much notice of holiday they should give, and how much notice they should provide to terminate the contract.
- 4. To reflect any arrangements regarding accommodation.** If you are employing a live-in nanny or housekeeper, it is crucial that they do not acquire any beneficial interest in your property (namely a tenancy arrangement) unless that is the intention. It can be tricky to end the live-in arrangement otherwise. It is more likely that you will simply want them to have a licence to occupy the property they are living in so that their right to occupy will terminate at the same time as their employment comes to an end, or on specific notice if earlier. The terms of the licence can be included in the employment contract.

Hine Legal,
Cromwell House, 3rd Floor
14 Fulwood Place
London WC1V 6HZ

T 0203 008 5718
E solicitor@hinelegal.com
www.hinelegal.com