



Home Office

# Immigration Rules

## Appendix 7

Statement of Written Terms and Conditions of employment required in paragraphs 159A(v), 159D(iv) and 159EA(iii)

This is a consolidated version of the current Immigration Rules

## Overseas Domestic Worker

### Employment contract

Two copies of this form must be completed and signed by the employer and the overseas domestic worker and signed originals must be submitted with the entry clearance application or with the leave to remain application as required by paragraphs 159A(v), 159D(iv), 159EA(iii), 245ZO(f)(ii), and 245ZQ(e)(ii) of the Immigration Rules.

#### 1. Name & address of Employee

[insert details]

#### 2. Name & address of Employer

[insert details]

#### 3. Commencement of Employment & Termination

##### 1. *[If for an indefinite term]*

[The Employee's employment with the Employer commence[s **OR** d] on [insert date], and will continue unless or until terminated in accordance with the provisions of this agreement.]

##### *[If for a fixed term]*

[The Employee's employment with the Employer shall [commence **OR** be deemed to have commenced] on [insert date] and shall continue, subject to the remaining terms of this agreement, until it terminates on [insert date] without the need for notice unless previously terminated by either party giving the other not less than [insert number\*] weeks/months' notice in writing.]

*\* Note: the notice to be given by the Employer must not be less than the statutory minimum period of notice to be given by employers, which is as follows:*

- *during the first two years' continuous employment, one week's notice; and*
- *after that, one additional week for each year of service, up to a maximum of twelve weeks' notice.*

2. No employment with a previous employer counts as part of a period of continuous employment. **OR** The Employee's employment with [insert name of previous employer] forms part of a continuous period of employment which began on [insert date].

#### 4. Job Title

The Employee is employed as [insert job title] and his/her duties are set out below:

[insert Employee's duties]

## 5. Employee's Place of Work

The Employee's place of work is [*insert location*].

**[If this is where the Employer resides, then the following information should be provided]:**

- Total number of rooms;
- Total number of bedrooms;
- The names and ages of all household members and domestic staff (adults and minors) residing in the house.

**[If the Employee's place of work is different to the Employer's residence, the Employer is to provide an explanation, including details of where the Employee will be working and who lives at that address]**

## 6. Employee's Hours of Work

1. The Employee's normal hours of work are [*insert number*] hours per week, to be worked during the hours of [*insert time*] to [*insert time*] on [*insert days*] with a daily [paid **OR** unpaid] lunch break of [*insert amount*].

2. [The Employee is not required to work overtime]

**OR**

[The Employee is required to be available to work overtime, whenever needed by the Employer at weekends, on public holidays or at other times outside his/her normal hours of work.]

**OR**

[The Employee may, if he/she wishes, make himself/herself available to work overtime outside his/her normal hours of work.]

**OR**

[The Employee may be required to work overtime if and when the Employer deems it to be necessary.]

**[If the Employee works overtime, then complete the following paragraph]**

3. [The Employee's entitlement to pay for working overtime is as follows:

[*insert details of overtime pay*]

## 7. Pay

The Employee's [salary is **OR** wages are] £[*enter figure*] per [hour **OR** week **OR** month **OR** year] payable to the Employee at [weekly **OR** monthly] intervals in arrears on[or about] the [*insert day i.e. Friday OR last working day OR insert date i.e. 25th*] of each [week **OR** month].

The Employer agrees that the salary **OR** wages meet the requirements of the National Minimum Wage Act 1998 and any Regulations made under it, and that they will continue to meet such requirements throughout the period of employment.

## 8. Holiday

1. The Employee will be entitled to *[enter number –under the Working Time Regulations 1998, this must be at least 20 days for full – time employees, pro rata for part – time employees]* days' paid holiday in each holiday year, which runs from *[enter date, e.g. 1 January]* to *[enter date, e.g. 31 December]*, in addition to bank and public holidays. If the Employee's employment starts or finishes part way through the holiday year, his/her holiday entitlement during that year shall be calculated on a pro-rata basis.
2. The Employee must take all of his/her entitlement in the holiday year in which it accrues and carrying forward holiday is not permitted unless *[either agreed in advance by the Employer or where]* the law allows holiday to be carried forward.
3. On the termination of the Employee's employment, he/she will be paid in lieu of accrued but untaken holiday entitlement. The Employee will be required to pay the Employer for holiday taken in excess of his/her accrued entitlement on termination.

## 9. Sickness

1. If the Employee is absent from work for any reason, he/she, or someone on his/her behalf, must inform the Employer by no later than *[insert time]* on the first day of absence. On the Employee's return to work, he/she will be required to complete a self-certification form, which he/she should complete, sign and return within *[insert number e.g. two days]* of his/her return to work. If the Employee's absence from work is due to sickness or injury and continues for a period exceeding seven consecutive days, he/she should provide the Employer with a Statement of Fitness for Work ('fit note') from his/her doctor as soon as possible after the seventh day of absence and weekly after that.
2. **[[IF SICK PAY: ]** In the event of absence from work due to illness or injury, the Employee will be eligible to receive an amount equivalent to his/her salary **OR** wages for the first *[insert number]* weeks of absence. Such payments will include any entitlement to any statutory sick pay due in accordance with applicable legislation in force at the time of the absence.

**OR**

**[[IF STATUTORY SICK PAY ONLY: ]** There is no pay for any absence due to illness or injury, other than statutory sick pay if the Employee is eligible. For the purpose of statutory sick pay, the Employee's 'qualifying days' are *[insert the [Employee's*

*normal working days]]*

## **10. Recruitment, transportation, and other fees**

The Employer shall not recoup from the Employee, through payroll deductions or any other means, the fees they have paid to a third party recruiter or recruitment agency, or their authorised representative(s) for services related to hiring and retaining the Employee.

The Employer agrees to pay the Employee's transportation costs for the journey from his/her place of current residence to the place of work in the United Kingdom, namely from \_\_\_\_\_ (country of current residence) to \_\_\_\_\_ (place of work in United Kingdom) as well as the return journey from \_\_\_\_\_ (place of work in United Kingdom) to \_\_\_\_\_ (country of current residence).

The Employer agrees to pay in advance on behalf of the Employee any visa application fees and any other fees (including any immigration health surcharge) that may be payable by the Employee in order to obtain a visa to travel to the United Kingdom with their Employer or to join the Employer in the UK.

It is the Employer's obligation and responsibility to pay for the transportation costs, any visa application fees and any other fees (including any immigration health surcharge) that may be payable by the Employee in order to obtain a visa to travel to the United Kingdom with their Employer or to join the Employer in the UK, and such costs and fees cannot be passed on to the Employee through payroll deductions or any other means (for example, the Employee must not pay the transportation or the visa fees on behalf of the Employer to be reimbursed at a later date). Under no circumstances are transportation costs or the fees described above recoverable by the Employer from the Employee.

## **11. Accommodation**

1. The Employer shall provide the Employee with suitable furnished accommodation for their exclusive use. Suitable accommodation is housing or a hotel room that meets UK building requirements and health and safety standards. This includes a private unit or a room with a lock and which therein provides living and sleeping facilities intended for human habitation with no visible or structural repairs required.

2. The Employer agrees to provide the Employee with [meals] [delete if not applicable], [and] an adequate, properly heated, and ventilated room with natural light. The door of the room shall be equipped with a lock and a safety bolt from within the room and the Employee will be provided with the corresponding key.

3. The Employer shall provide the Employee with independent access to the residence (for example, house keys, security code) where the Employee resides.

4. The Employer agrees to provide the Employee with (check if applicable):

Private bathroom

Telephone (charge of £\_\_\_\_\_ per month or no charge\_\_\_ except for long-distance calls)

Radio (in his/her room)

Television (in his/her room)

Internet access (charge of £\_\_\_ per month or \_\_\_ no charge)

Other, specify:

*[Description of Employee's room and furnishings]*

## 12. Healthcare

### **Either:**

“1. The Employer agrees to provide comprehensive sickness insurance cover for the Employee in the United Kingdom at no cost to the Employee.

2. The Employer agrees not to deduct money from the Employee's salary **OR** wages for this purpose.

3. The Employer undertakes to ensure that the Employee has free access to medical treatment as the Employee requires.”

**or, if the Employee has remained (or will remain as a result of his/her application for entry clearance, leave to enter or leave to remain being granted) in the UK as either a domestic worker in a private household or a private servant in a diplomatic household for a period exceeding 6 months:**

“1. The Employer agrees not to deduct money from the Employee's salary **OR** wages for the purpose of meeting the cost of comprehensive sickness insurance cover.

2. The Employer undertakes to ensure that the Employee has free access to medical treatment as the Employee requires.

## 13. Passport

The Employer agrees that the Employee will retain custody of his/her passport at all times other than when it is required by a third party for official purposes such as applying for a visa.

## 14. Termination and Notice Period

*[To only be used when the employment is for an indefinite term]*

The prior written notice required by the Employee to terminate his/her employment shall

be as follows:

*[insert details]*

The prior written notice required by the Employer to terminate the Employee's employment shall be as follows:

*[insert details]*

***Note: this must not be less than the statutory minimum period of notice to be given by employers, which is as follows:***

- *during the first two years' continuous employment, one week's notice; and*
- *after that, one additional week for each year of service, up to a maximum of twelve weeks' notice.*

### **15. Grievances and Disciplinary Rules and Procedure**

1. If the Employee has a grievance regarding his/her employment, he/she should in the first instance speak to his/her *Employer*. If the grievance is not then resolved to the Employee's satisfaction, the Employee should refer to the grievance procedure, which may be obtained from the Employer.
2. The disciplinary rules and procedure applicable to the Employee are [attached **OR** to be found in [*specify place*]]. If the Employee is dissatisfied with any disciplinary decision taken in relation to him/her, he/she should refer to the disciplinary procedure, which may be obtained from the Employer.

***Note: the Employer's grievance procedure and disciplinary rules and procedure must comply with the ACAS statutory Code of Practice on discipline and grievance.***

### **16. Pensions**

1. [The Employee is entitled to become a member of the [*insert name*] Pension Scheme, or such other registered pension scheme as has been set up by the Employer, subject to satisfying certain eligibility criteria and subject to the rules of such scheme as amended from time to time. Full details of the scheme are available from the Employer.

OR

[There is no pension scheme in force in relation to the Employee's employment.]

2. A contracting-out certificate is [not] in force in respect of the Employee's employment.

### **17. Governing Law & Jurisdiction**

1. This agreement and any dispute or claim arising out of or in connection with it or its

subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**Signature of Employer**

I accept the terms and conditions of this employment contract.

**Given name as stated on passport (print):**

**Surname as stated on passport (print):**

**EMPLOYER'S Signature:**

**Date (DD/MM/YYYY):**

**Signature of Employee**

I accept the terms and conditions of this employment contract.

**Given name as stated on passport (print):**

**Surname as stated on passport (print):**

**EMPLOYEE'S Signature:**

**Date (DD/MM/YYYY)**