



ADDRESS
Early Years Vouchers Ltd
14 School Lane
Heaton Chapel
Stockport
Cheshire
SK4 5DG

MAIN OFFICE
0845 0945 804/5/6
FAX
0845 0945 807
EMAIL
enquiries@childcare-vouchers.net
WEBSITE
www.childcare-vouchers.net

Employer Terms and Conditions for the standard service.

1. Parties

- 1.1 The Employer as specified in their registered details below.
- 1.2 Early Years Vouchers Ltd as specified above.

2. Recitals

- 2.1 Early Years Vouchers Ltd provides a childcare voucher scheme and management thereof.
- 2.2 The Employer wishes to use Early Years Vouchers Ltd to provide its childcare voucher scheme.

3. Definitions

The following words and expressions shall have the following meanings

- 3.1 **Carer** – means any person registered, approved or voluntarily approved to provide childcare in return for a fee.
- 3.2 The **effective date** is the date of initial registration of the other party.
- 3.3 **Employee** means an employee of the Employer.
- 3.4 **Salary Sacrifice** letter is an amendment to employment terms agreed by the employee and is used to make gross salary reductions to employees wages.
- 3.5 **Services** - means the services provided and undertaken by Early Years Vouchers Ltd.
- 3.6 **Voucher Scheme** means the provision of non-cash vouchers to use for the full or part payment of childcare fees.
- 3.7 **Voucher** means the paper, email or electronic form of distribution allowing the employee a method of presenting a non-cash form to pay for all or part of their childcare fees
- 3.8 **Website** refers to the online facility owned and operated by Early Years Vouchers Ltd and addressed as <http://www.childcare-vouchers.net>.
- 3.9 **Account funding** means a method of issuing vouchers that have no carer specified and no valid from date, the funds being held in the employee online account. The funds can be used to fund actual vouchers with.

4. Employer Responsibilities

- 4.1 The Employer agrees to join the Early Years Vouchers Limited voucher scheme and agrees to purchase childcare vouchers direct from Early Years Vouchers Ltd, and/or provide account funding for employee use and agrees to abide by the terms as set out in this Agreement. The Employer agrees to use the online and telephone systems provided for voucher issue and support as per the instructions within the Employer account. The Employer can use other voucher schemes as it sees fit.
- 4.2 The vouchers are only redeemable by participating and correctly registered Carers.
- 4.3 The Employer agrees that vouchers and account funding are paid for at time of order, or by an agreed date, by BACS or cheque by first class post and are not valid until cleared payment is received by Early Years Vouchers Ltd. Should the voucher be presented for redemption by the Carer on or after the valid from date and cleared payment has not been received for that voucher, an administration fee of £25 is liable to be charged to the Employer. The voucher cost is not subject to VAT.
- 4.4 The Employer agrees to inform the Inland Revenue, should the Revenue require it, that they are utilising the scheme and gain the appropriate approval should the Revenue require. There is no current requirement to inform the revenue but you can if you wish.
- 4.5 The Employer agrees to amend the employee's salary either by salary addition or Salary Sacrifice. Should the Employer use a Salary Sacrifice to amend the employees' salary they should use the salary amendment letter supplied, or use one of their own design, and make sure the Salary Sacrifice is effective as per Inland Revenue guidelines. Salary Sacrifices and their implementation are primarily a matter of contract law and there is no requirement to inform the Inland Revenue of the use of such mechanisms. Early Years Vouchers Ltd recommends that a copy of the salary sacrifice letter is kept in the employee employment file.
- 4.6 The Employer agrees that no amendments can be made to the Salary Sacrifice term agreed with the employee unless the change is dictated by a 'lifestyle change'.
- 4.7 The Employer agrees to make the Voucher Scheme open to all qualifying employees and to publish a policy internally regarding the Voucher Scheme and have this policy available for inspection by the Inland Revenue on request. It is suggested that this policy includes the way all benefits are treated during periods of absence or leave, such as maternity or paternity leave, with reference to relevant legislation.
- 4.8 The Employer agrees that a copy of each Carer's registration or approval certificate shall be kept at Early Years Vouchers Ltd who would make it available for inspection on demand by the Inland Revenue.
- 4.9 The Employer agrees to make the employee aware that he must inform the Employer of any status changes with respect to the Carer as this could affect the validity of the scheme.
- 4.10 The Employer agrees to ensure that the employee does not drop below the minimum wage threshold.
- 4.11 The Employer agrees to inform the employee of the consequences of entering into a Salary Sacrifice or salary addition arrangement, specifically with regard to National Insurance contributions and issues that are gross pay reliant. Such as Tax Credits, bonuses etc
- 4.12 The Employer agrees to meet all criteria regarding Pension contributions, specifically with regard to any current Inland Revenue guidelines regarding the contribution calculations. The Employer also agrees to contact the Pension provider if deemed necessary to ascertain the Pension provider's policy regarding qualifying earnings and to ask the Pension provider to include the voucher element in those calculations on behalf of the employees receiving vouchers.
- 4.13 The Employer agrees to meet the service charge levied by Early Years Vouchers Ltd at the rate set for the level of service provided by Early Years Vouchers Ltd and these charges are subject to VAT at the applicable rate. The flat rate standard service is set at 4.5% (as of 13/9/09 and on the value of vouchers issued) and the Gold service between 4.5% and 7% on the same basis. The published rates for new clients are subject to change at any time and existing standard accounts are subject to a minimum of 3 months notice for any change. Gold service accounts are governed by the terms as laid out in their service agreement.

- 4.14 The Employer agrees to conform to any employment legislation that may affect the employees rights that are not covered by the specific regulations governing the operation of childcare voucher schemes, such as legislation regarding benefit schemes and discrimination.
- 4.15 The Employer agrees to keep their online account access details secure and not divulge these details to any third party, unless required to by law or regulation. Should the Employer divulge these details knowingly or inadvertently in breach of the preceding sentence, Early Years Vouchers Ltd will not be liable for any losses incurred if unauthorised access is gained to the online account. Early Years Vouchers Ltd will never ask by any medium for user account details or passwords unless the user has used the correct support line processes.
- 4.16 The Employer agrees that Early Years Vouchers Ltd will not be liable for any costs and expenses incurred for misuse of the Vouchers and/or incorrect use of the Voucher Scheme by the Employer.
- 4.17 The Employer agrees to be liable for costs or expenses arising from loss or damage to the Vouchers whilst in their actual possession, including but not limited to physical and digital possession.
- 4.18 The Employer agrees to be liable for costs or expenses incurred as a result of changes made at the request of the Employer to any Vouchers already issued.
- 4.19 It is the responsibility of the Employer to ensure that it is able to receive emails from the Voucher service email systems.
- 4.20 Without prejudice to any other right or remedy it may have the Employer cannot reserve the right to set off any amount at time due to it by Early Years Vouchers Ltd against any amount payable by the Employer to Early Years Vouchers Ltd under this Agreement.

5. Early Years Vouchers Ltd responsibilities

- 5.1 To abide by the terms and conditions of this Agreement
- 5.2 To provide the Services in connection with the Voucher Scheme with reasonable care and skill and in accordance with generally recognised commercial practices and standards.
- 5.3 To provide the service in accordance to all applicable childcare voucher legislation and to provide the parties with any change to that legislation once aware of that change.
- 5.4 To provide all parties with access to the online and telephony systems available as described and to make every effort to ensure uninterrupted access to these Services under all reasonable circumstances but will not be responsible for access lost due to factors outside of the control of Early Years Vouchers Ltd. Should terminal failure of the Early Years Vouchers Ltd server occur the service will be restored within 48 hours at the latest. Early Years Vouchers Ltd agree to have reasonable backup of all Services to allow quick restoration of any lost service, and to take all reasonable steps to ensure this is improved on an ongoing basis.
- 5.5 Early Years Vouchers Ltd will make for provision for all employees to be informed within their secure account of the dates required for Voucher requests to be made and the date they will be valid from.
- 5.6 Early Years Vouchers Ltd will ensure that the Vouchers are emailed to the email address specified but are not responsible for employees not receiving the Vouchers due to software issues on the employee computer, email or security systems. Early Years Vouchers Ltd will provide technical help within its expertise to solve any email reception problems.
- 5.7 Early Years Vouchers Ltd will ensure that invoices for issued Vouchers are emailed to the Employer when Vouchers are authorised from the pending file but are not responsible for the Employer not receiving the invoices due to software issues on the Employer computer, email or security systems. Early Years Vouchers Ltd will provide technical help within its expertise to solve any email reception problems.
- 5.8 Early Years Vouchers Ltd agree to redeem Vouchers to the full face value on application by the Carer, either online or on the free phone redemption line, on the same working day or the following working day. Payment is made by BACS or cheque on that day, BACS payments can take around 3 days to show in the Carer account and cheques can take up to 15 working days to reach the Carer by post. We are not responsible for incorrect banking or postal details supplied. We are not responsible for banking or postal delays beyond our control.
- 5.9 Early Years Vouchers Ltd will ensure that lost or stolen Vouchers are reissued free of charge and can only be redeemed by the original Carer as stated and there will be no amendments to the Voucher original details.
- 5.10 Without prejudice to any of its obligations under this Agreement Early Years Vouchers Ltd shall indemnify and keep all parties indemnified from and against any liability, loss, damage, cost, expense, claims or proceedings whatsoever incurred that was caused by, relates to or arises from the provision of the Services as a consequence of a direct or indirect breach or negligent performance or excessive delay in performance of the Agreement by Early Years Vouchers Ltd due to factors within it's control.
- 5.11 Early Years Vouchers Ltd shall co-operate with all parties in all matters relating to the Voucher Scheme including but not limited to any enquiries raised by all parties and the Inland Revenue. Early Years Vouchers Ltd will inform all parties should there be any problems with the service and will advise all parties concerned of any Inland Revenue issues raised.
- 5.12 Early Years Vouchers Ltd shall have in operation at all times appropriate insurance policies with reputable insurers or underwriters as shall fully protect its assets and cover all liabilities that may be incurred by it in the course of normal business, by its employees and any third party. Statutory insurance requirements have also to be met. Early Years Vouchers Ltd will provide details of its insurance provision to any registered party that requests it.

6. General clauses

Liability

The entire liability of Early Years Vouchers Ltd to the Employer in respect of any breach of its contractual obligations arising under this Agreement shall be limited to the value of the Vouchers issued and cleared payment received as long as the issue of the Voucher is within the terms and conditions agreed to. No liability will arise from correctly redeemed Vouchers.

Confidentiality

Early Years Vouchers Ltd shall keep confidential all information, technical and commercial know-how, processes, business plans, initiatives or any other details which are of a confidential nature and have been disclosed to Early Years Vouchers Ltd by registered Employers under this Agreement, their employees, agents or sub-contractors and any other confidential information concerning any business, Services and any information relating to its employees which Early Years Vouchers Ltd may obtain. Early Years Vouchers Ltd shall restrict disclosure of such confidential information to Early Years Vouchers Ltd and employees, agents or subcontractors as need to know the same for the purpose of discharging Early Years Vouchers Ltd obligations under this Agreement and of terms of confidentiality corresponding to those which bind Early Years Vouchers Ltd under this Agreement. Such obligations shall survive termination of this Agreement.

Appropriate Law

This Agreement shall be governed by English Law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

Data Protection

All information held by Early Years Vouchers Ltd is held pursuant to all applicable Data protection legislation and rules and as such no information is shared with any third party, unless stated in these terms and conditions and on any other form where such information is needed to be shared in the execution of the agreed service. Early Years Vouchers Ltd is registered as a data processor under the Data Protection Act 1998 and we also act as an appointed data processor for parties under this Agreement. Early Years Vouchers Ltd will ensure and take all steps to ensure the appropriate technical and organisational

measures are taken to protect the integrity of all data kept by itself, including destruction, accidental loss and damage to. Early Years Vouchers Ltd will take reasonable steps to ensure the integrity of its employees having access to personal data and ensure that the appropriate level of security is maintained to prevent unauthorised or unlawful access. All data shall be held and used only for consenting parties. Early Years Vouchers Ltd agrees to comply with the Data Protection Act and all other applicable legislation relating to data protection from time to time (the "Data Protection Rules") . Any registered party can apply at any time for such information regarding Early Years Vouchers Ltd compliance with its obligations under the Data Protection Rules.

Third Party Rights

(a) Subject always to (b) below, the Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement shall have any rights under it nor shall it be enforceable under that Act by any person other than the parties to it.

(b) Carers and employees shall have the benefit of this agreement. The consent of Carers and employees shall not be required for any amendment to this Agreement.

Term and Termination

The Agreement commences on the Agreement acceptance date. This Agreement may be terminated by either party at any time giving to the other at least four weeks notice in writing of termination sent by recorded delivery post. Any outstanding fees, costs or charges will need to be met. Any Vouchers issued and presented for redemption will be redeemed provided cleared payment has been received by Early Years Vouchers Ltd.

The Agreement may be terminated by either of the parties without notice in the event of a material breach of this Agreement by the other party to the Agreement. The Agreement may also be terminated immediately should the other party become bankrupt or makes a composition or arrangement with its creditors generally or for a composition of debt or for any scheme or arrangement approved in accordance with the Insolvency Act 1988, or has a liquidator, receiver or manager of its business or undertaker duly appointed, or has an administrator or administrative receiver (as defined in the Insolvency Act 1988) appointed. Any outstanding fees, costs or charges will need to be met.

Any termination of this Agreement shall be without prejudice to any other rights or remedies the parties may have under this Agreement or at law and shall not affect any accrued rights or liabilities of any party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or after such termination.

Disputes

In the event of a dispute arising out of this Agreement, the parties will attempt to settle it by negotiation or mediation, but this does not exclude the jurisdiction of the English courts.

Standard terms of Agreement

By accepting the above terms and conditions the Agreement is made between Early Years Vouchers Ltd and the Employer and Early Years Vouchers Ltd will supply the services stated above. No variation to this Agreement is valid unless accepted by all parties.

No failure to exercise, nor any delay in the exercise, by any party to the Agreement or any right, power, privilege or remedy under this Agreement shall impair, or operate as a waiver of, such right, power, privilege or remedy.

No party to the Agreement shall assign or transfer their rights or obligations under this Agreement without the prior written consent of the other party.

Contacts and support levels are as stated in the employers account page. Early Years Vouchers Ltd reserves the right to amend, extend or improve the service offered at any time without notice.

The online service is subject to change and improvement as Early Years Vouchers Ltd see fit.

The parties agree to be bound by the terms above to the exclusion of any other terms and conditions contained or referred to in any other documentation and accept that these terms and conditions can only be modified by accepting a further service level agreement and this Agreement will specify the overriding clauses.

This Agreement does not provide, offer or suggest the provision of any contracted childcare and the employee must contract privately with a Carer for such childcare. The Employer and Early Years Vouchers Ltd are not a party to, and make no recommendations of and for, the provision of childcare and its contractual terms above the requirement that the childcare provider be registered or approved by the relevant body in that geographical area.

Signed on behalf of Early Years Vouchers Limited



Print

Amanda Ward

pp Early Years Vouchers Ltd

Employer Name

Employer address

Signed on behalf of the Employer

Print

pp

Dated