

Terms and Conditions - Employee

1. Parties

- 1.1 The Employee as specified in their registered details submitted online.
- 1.2 Early Years Vouchers is a trading name of Enjoy Benefits Ltd as specified above.

2. Recitals

- 2.1 Early Years Vouchers provides a childcare voucher scheme and management thereof.
- 2.2 The Employee wishes to use Early Years Vouchers to receive their childcare vouchers and use them to pay for all or part of their childcare with registered childcare providers.

3. Definitions

The following words and expressions shall have the following meanings

- 3.1 **Childcare provider** – 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 **Salary Sacrifice** letter is an amendment to employment terms agreed by the employee and is used to make gross salary reductions to employees' wages.
- 3.4 **Services** - means the services provided and undertaken by Early Years Vouchers
- 3.5 **Voucher Scheme** means the provision of non-cash vouchers and e-payments to use for the full or part payment of childcare fees.
- 3.6 **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.
- 3.7 **Funding** – is a method of storing funds in an employee account for later use in the form of vouchers and/or e-payments
- 3.8 **E-payments** – are a method of direct payment to the childcare provider
- 3.9 **Website** refers to the online facilities owned and operated by Early Years Vouchers and Enjoy Benefits Ltd and addressed as <http://www.childcare-vouchers.net> and also <http://www.enjoybenefits.co.uk>

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4. Employee responsibilities

- 4.1 The Employee agrees to be bound by the terms and conditions of the voucher issue as laid down by the employer and Early Years Vouchers.
- 4.2 The Employee agrees to accept the vouchers as a tax and NI deductible benefit and agrees to enter into either a salary sacrifice or salary addition mechanism to meet the cost of the vouchers.
- 4.3 The Employee agrees to be bound by the terms and condition of the voucher issue as laid down by HMRC and any other regulatory body.
- 4.4 The Employee agrees to be responsible for his/her contracted childcare cost and for presenting the voucher or e-payment to the childcare provider as part or full payment of that childcare.
- 4.5 The Employee agrees to supply to the employer the child name, date of birth and legal status of the child when requesting vouchers and to state if the child is disabled or not, and to also supply details of the chosen childcare provider.
- 4.6 The Employee agrees to be responsible for costs and expenses incurred for loss or damage of the vouchers whilst in their possession.
- 4.7 The Employee agrees to be liable for cost and expenses incurred for incorrect usage of the voucher by them.
- 4.8 The Employee agrees to use the vouchers exclusively with registered or approved childcare providers and to ensure beforehand that the childcare provider will accept the vouchers and e-payments from Early Years Vouchers.
- 4.9 The Employee agrees that it is their responsibility to inform the employer if there are any changes in the registration status of the childcare provider, as this may affect the validity of the voucher.
- 4.10 The Employee agrees to be responsible for any costs or expenses incurred if an issued voucher is amended by request by that employee.
- 4.11 The Employee agrees to use the voucher within the valid from and to dates and to present the voucher to the childcare provider in good time. Any voucher presented 12 months after issue, or un-presented and past the valid to date, will be subject to a revalidation fee not to exceed forty percent, and any live vouchers refunded will be subject to a refund administration fee of ten percent of the refund value and are subject to tax and national insurance charge
- Funding does not have a time limit where the funding account is active, where accounts fall inactive for a period of more than 24 months all funding balances are forfeit and become subject to a revalidation fee not to exceed forty percent.
- 4.12 The Employee agrees not to swap, transfer or otherwise try to trade the voucher for any other type of supply or financial reward.
- 4.13 The Employee agrees to ensure that he/she has sufficient systems to receive the vouchers by email, print them from their own account or ensure the employer prints them on their behalf.
- 4.14 The Employee agrees to ensure that payments are made to the childcare provider on time, in respect of the system used, it is the employees responsibility to ensure there account is working correctly.
- 4.15 The Employee agrees to ensure that their account at the Childcare provider is up to date before using the vouchers.
- 4.16 The Employee agrees to abide by any terms and conditions laid down by the employer on the use of the scheme.
- 4.17 The Employee agrees not to hold Early Years Vouchers liable for any late fees incurred with the childcare provider unless the error is the fault of Early Years Vouchers, and in such cases the maximum period that will be accepted for liability will be 3 months from the date of the first instance. It is the employees' responsibility to ensure that his/her account is in order and the childcare provider is receiving the required payments
- 4.18 The Employee agrees to inform Early Years Vouchers when automatic payments to the childcare provider should stop. Should the Employee fail to do this in good time, Early Years Vouchers will endeavour to recover the funds from the Childcare provider but will not hold any liability for those funds

5. Early Years Vouchers 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 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. Should terminal failure of the Early Years Vouchers server occur the service will be restored within 48 hours at the latest. Early Years Vouchers 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 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 will ensure that the Vouchers are emailed to the employees once cleared payment is received 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 will provide technical help within it's expertise to solve any email reception problems.

5.7 Early Years Vouchers agree to redeem Vouchers to the full face value on application by the Childcare provider, either online or on the free phone redemption line, on the same working day or the following working day, as long as that voucher is within it's valid dates. Payment is made by BACS or cheque on that day, BACS payments can take around 3 days to show in the Childcare provider account and cheques can take up to 15 working days to reach the Childcare provider 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.

5.8 Early Years Vouchers will ensure that lost or stolen Vouchers are reissued free of charge and can only be redeemed by the original Childcare provider as stated and there will be no amendments to the Voucher original details.

5.9 Without prejudice to any of it's obligations under this Agreement Early Years Vouchers 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 due to factors within it's control.

5.10 Early Years Vouchers 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 will inform all parties should there be any problems with the service and will advise all parties concerned of any HMRC issues raised.

5.11 Early Years Vouchers 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 it's employees and any third party. Statutory insurance requirements have also to be met. Early Years Vouchers will provide details of its insurance provision to any registered party that requests it.

5.12 Early Years Vouchers shall hold no responsibility what so ever for late fees caused by non payment of vouchers to your childcare provider, it is the employees' responsibility to ensure his/her account is in order with the Childcare provider.

6. General clauses

Liability

The entire liability of Early Years Vouchers to the Employee 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 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 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 it's employees which Early Years Vouchers may obtain. Early Years Vouchers shall restrict disclosure of such confidential information to Early Years Vouchers and employees, agents or subcontractors as need to know the same for the purpose of discharging Early Years Vouchers obligations under this Agreement and of terms of confidentiality corresponding to those which bind Early Years Vouchers 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 is held in pursuance of the Data Protection regulations and as such no information is shared with any third party, unless specifically authorised by that party. Early Years Vouchers are 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 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 will take reasonable steps to ensure the integrity of its employees having access to personal data, ensure that the appropriate level of security is maintained to prevent unauthorised or unlawful access. All data shall be held and used only for the consenting party. Some Employee, Employer and Childcare provider supplied details have to be used on the Voucher and all parties agree to this. Early Years Vouchers agrees to comply with the Data Protection Act and any subsequent updates in it's capacity as a data processor. Any registered party can apply at any time for such information regarding Early Years Vouchers in its pursuance of it's obligations to comply with the Act.

Exclusion of Third Party Rights

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.

Term and Termination

The Agreement commences on the Agreement acceptance date which is the date of registration. 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.

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. Early Years Vouchers will adhere to the complaints procedures as laid down by the CVPA complaints procedures as published

Standard terms of Agreement

By accepting the above terms and conditions the Agreement is deemed to have been made between Early Years Vouchers and the Employee that Early Years Vouchers will supply the Service as the Agreement states 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 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 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 the Childcare provider for such childcare. The Employer and Early Years Vouchers 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.