

Terms and Conditions - Childcare provider

1. Parties

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

2. Recitals

- 2.1 Early Years Vouchers provides a childcare voucher scheme and management thereof.
- 2.2 The Childcare provider wishes to use Early Years Vouchers to redeem their childcare vouchers.

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>

4. Childcare provider Responsibilities

- 4.1 The Childcare provider agrees to be part of the Early Years Vouchers childcare Voucher Scheme and will adhere to the terms and conditions of qualification and Voucher redemption.
- 4.2 The Childcare provider will undertake to provide a valid copy of their registration or approval certificate to Early Years Vouchers together with registration numbers and valid dates if requested for HMRC purposes.
- 4.3 The Childcare provider agrees to accept Early Years Vouchers childcare vouchers and e-payments from parents and employers. There is no restriction to exclusivity and the Childcare provider is free to accept vouchers from other providers.
- 4.4 The Childcare provider agrees to redeem the vouchers with Early Years Vouchers using the procedures provided by them. The vouchers can either be redeemed by telephone using the free-phone number or by accessing the Childcare provider's online account. E-payments can also be selected
- 4.5 The Childcare provider should use the free-phone number provided for any support purposes. Early Years Vouchers will not be liable for any other telephone costs incurred by the Childcare provider.
- 4.6 The Childcare provider agrees to be registered and/or approved by the relevant authority and inform the care user immediately if there are changes to the Childcare provider registration status.
- 4.7 The Childcare provider should ensure the vouchers are received by Early Years Vouchers before the end of the 'valid to' date. Any vouchers received later than the 'valid to' date may not be redeemed and may be subject to a revalidation fee not to exceed 40% of the face value.
- 4.8 Where payment for the redeemed vouchers is by BACS payment the Childcare provider agrees to provide correct bank details to Early Years Vouchers and agrees to keep those details updated where needed .
- 4.9 Early Years Vouchers will not redeem any other issuing companies' vouchers.
- 4.10 Payment can only issued to the Childcare provider nominated on the voucher.
- 4.11 The Childcare provider should not accept any vouchers if their registration or approval by the relevant regulatory body is withdrawn and should inform Early Years Vouchers immediately. The Childcare provider may be liable for the voucher value and any tax penalties incurred by the voucher holder if they do not inform Early Years Vouchers .
- 4.12 Early Years Vouchers will not be liable for any expenses or costs incurred by the Childcare provider for incorrect use of the vouchers or loss or damage to the vouchers whilst in their possession.
- 4.13 The Childcare provider agrees to keep their online account access details secure and not divulge these details to any third party. Should the Childcare provider divulge these details knowingly or inadvertently Early Years Vouchers will not be liable for any losses incurred should unauthorised access be gained to the online account. Early Years Vouchers will never ask by any medium for user account details or passwords unless the user has used the correct support line processes.
- 4.14 The Childcare Provider agrees to NOT hold Early Years Vouchers responsible for late payment fees for any Employer using the Early Years Voucher scheme in arrears, unless those arrears are caused by an error by Early Years Vouchers and has been reported in a timely manner. Maximum time period is 3 months from the first instance of late payment.

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 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 . 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 its expertise to solve any email reception problems.

5.7 Early Years Vouchers will ensure that a redemption advice will be emailed to the childcare provider to inform them of voucher redemption and payment to their specified account and will be sent to the specified email address but are not responsible for childcare providers not receiving the Vouchers due to software issues on the childcare provider computer, email or security systems. Early Years Vouchers will provide technical help within its expertise to solve any email reception problems. No postal advices are used.

5.8 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. 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.

5.9 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.

5.10 Without prejudice to any of its 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 its control.

5.11 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 HMRC. 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.

5.12 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 its 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.

6. General clauses

Liability

The entire liability of Early Years Vouchers to the Childcare provider 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 its 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 sub-contractors 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 its capacity as a data processor. Any registered party can apply at any time for such information regarding Early Years Vouchers in its pursuance of its 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.

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 Childcare

provider 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 it's contractual terms above the requirement that the childcare provider be registered or approved by the relevant body in that geographical area.