

Terms and Conditions relating to the provision of Childcare Vouchers by Computershare Voucher Services Limited

Computershare is a member of the Childcare Voucher Provider Association ("**CVPA**"). In offering the Services, Computershare undertakes to act in accordance with the CVPA Code of Practice which is available on the CVPA website at www.cvpa.org.uk. If you are dissatisfied with the outcome of any complaint made to Computershare as regards Computershare's compliance with the CVPA Code of Practice, please send your complaint to:

Childcare Voucher Providers Association (CVPA), Ground Floor, 4 Victoria Square, St Albans, Hertfordshire, AL1 3TF.

1. Definitions

Account means the employee's account with Computershare;

Adjusted Salary for a Pay Period means the Original Salary less an amount equal to the Childcare Payment;

Agreement means together the completion and submission of the Application and these Terms and Conditions;

Authorised Officer means the relevant individual(s) nominated by the employer and Computershare to administer the childcare voucher salary sacrifice scheme on their respective behalf being;

Application means the application submitted by an employee either online or in writing/over the telephone to receive Childcare Vouchers in accordance with these terms and conditions;

Carer means the provider of childcare facilities regulated in England by: Ofsted, Edubase, Independent Schools Inspectorate and Bridge School Inspectorate for Christians and Muslims; in Northern Ireland: a Health and Social Services Trust, Approval of Home Child Care Providers, and Northern Ireland Social Care Council; in Scotland: Social Care and Social Work Improvement Scotland, Scottish Care Commission and Independent Schools for Scotland; in Wales: Care and Social Services Inspectorate, Approval of Child Care Providers (Wales) Scheme and Estyn Independent Inspection for Wales and in each case as appropriate the agencies employing them or any other person or organisation who is approved to provide child care facilities;

Childcare Payment means the amount referred to in clause 3;

Childcare Vouchers means the electronic or paper vouchers provided by Computershare in accordance with this Agreement;

Childcare Vouchers Scheme means a scheme operated by Computershare in conjunction with the employer to offer employees the ability to use Childcare Vouchers paid for by employees from their salary to pay for the provision of childcare by Carers;

Computershare means Computershare Voucher Services Limited, a company registered in England and Wales with company number 4968447 and having its registered office at The Pavilions, Bridgwater Road, Bristol, BS13 8AE;

Employment Terms means the terms and conditions of employment agreed between the employee and the employer;

Original Salary means the salary of the employee for each Pay Period during the Salary Sacrifice period on the assumption that the Employment Terms had not been varied by the Agreement or any similar agreement;

Pay Period means the period of time for which the employee is normally paid being (i) weekly or (ii) fortnightly or (iii) four weekly or (iv) monthly;

Salary Sacrifice period means the period of time, being not less than one Pay Period for which the Agreement is to apply, as set out in clause 5;

Services mean the services relating to the administration of the Childcare Vouchers Scheme to be provided by Computershare.

2. Variation of Employment Terms

2.1 The employee and the employer agree to vary the Employment Terms for the Salary Sacrifice period as follows:

The employee will cease to be entitled to the Original Salary for each Pay Period in the Salary Sacrifice period; and

The employee will be entitled to receive the Adjusted Salary and the benefit of the Childcare Vouchers for each Pay Period in the Salary Sacrifice period.

If applicable the employee agrees to the Childcare Payment being deducted from Occupational Maternity/Paternity Pay. Any such deduction will be equivalent to the proportionate reduction in salary that is paid as Occupational Maternity/ Paternity Pay. The level of deduction will not exceed the percentage of salary that is paid as Occupational Maternity/Paternity Pay. If applicable, such Childcare Payment shall constitute a pensionable emolument and therefore the employee's pensionable pay shall not be reduced as a result of this Agreement.

2.2 The employee confirms that he/she is entitled to receive the Original Salary for each Pay Period prior to completing the Application and entering into this Agreement, and that he/she has not previously entered into any other salary sacrifice agreement relating to Childcare Vouchers.

2.3 As a consequence of entering into the Agreement, the employee will be entitled to receive the Adjusted Salary and the benefit of the Childcare Payment in the form of Childcare Vouchers for each Pay Period during the Salary Sacrifice period.

2.4 The employee and the employer acknowledge that this Agreement constitutes a notice of a variation to the Employment Terms in accordance with the provisions of section 4 of the Employment Rights Act of 1996.

3. Childcare Payment

For the purposes of this Agreement, the Childcare Payment to be received under the Employment Terms (as varied by this Agreement) shall be stated on the Application. If the Childcare Payment stated on the Application is the maximum permitted under applicable tax legislation at the time the employee completes the Application then the employer will automatically increase the Childcare Payment at the start of each tax year to enable the employee to receive the full benefit of tax relief on the Childcare Payment. If the employee does not wish the employer to increase the employee's Salary Sacrifice at that time then the employee shall be responsible for notifying the employer's HR department or by amending his/her Account directly with Computershare prior to the commencement of the new tax year.

4. Salary Sacrifice Period

The Salary Sacrifice period for the variation of the Employment Terms shall commence on the first day as notified in the Application, and shall expire on the last day as notified in the Application. If stated "ongoing" on the Application then the Salary Sacrifice period shall end at the end of the Pay

Period in which the employee's request to cease the salary sacrifice is received by the employer's HR department or by amending his/her Account directly with Computershare.

The employee and employer shall agree the minimum period for the Salary Sacrifice Period.

5. Online Agreement

5.1 Where the employee completes and submits his/her Application online he/she may cancel the Agreement by the provision of notice in accordance with this clause to Computershare within 7 days of the submission of his/her Application.

- Delivering or posting to Computershare at The Pavilions, Bridgwater Road, Bristol, BS13 8AE (in which case it is to be taken to have been given on the day on which it was left or sent); or
- Sent it by facsimile to Computershare at 0345 111 0339 (in which case it is to be taken to have been given on the day on which it is sent); or
- Sent by electronic mail, to Computershare at parent@computershare.co.uk (in which case it is to be taken to have been given on the day on which it is sent).

In the event that the employee has indicated on his/her Application that the Salary Sacrifice period is to begin less than 7 days after the submission of his/her Application the employee agrees that his/her right to cancel will end when Computershare contacts the employer.

6. My Account

6.1 Where an employee registers with Computershare he/she will be issued with a unique user ID and can set their own password and security questions (the **Security Details**) to permit them to gain access to their Account accessed via Computershare's web-site at www.computersharevoucherservices.com (the **Online Account Service**). It is the employee's responsibility to keep the Security Details secure and not to disclose them to anyone else.

7. Making Changes to My Account

7.1 The employee may change the details of his/her Account in the following ways;

- By making amendments to their Account using the Online Account Service; or
- By providing instructions to Computershare by email at address parent@computershare.co.uk; or
- By telephoning Computershare on 0345 002 1111 between the hours of 8am to 6.30pm Monday to Friday on days that are not bank holidays; or
- By providing instructions to Computershare by fax on fax number 0345 111 0339.

7.2 The employee may be charged an administration fee of £25 in the event that he/she asks Computershare to:

- Replace a lost or defaced Childcare Voucher; or
- Replace an expired Childcare Voucher; or
- Cancel a Childcare Voucher and return the funds to the employer who funded the Childcare Voucher that has been requested to be cancelled.

8. Confirmation

8.1 By completing and submitting the Application the employee confirms that he or she:

- Is responsible for providing Computershare with correct information in the Application and keeping Computershare informed of any relevant changes;
- May not exchange Childcare Vouchers for cash, salary, goods or services other than the provision of childcare;
- Is the parent or other legal guardian of the child or children in respect of whom the Childcare Vouchers will be used to pay for childcare;
- Accepts that Childcare Vouchers may only be redeemed by Carers;
- Is responsible for selecting the individual or institution that will provide such childcare and agreeing terms with the Carer. Neither Computershare nor the employer accepts any liability for the standard of childcare provided by the Carer chosen by the employee;
- Accepts that Computershare will only make payments in relation to Childcare Vouchers to a Carer who has completed and submitted an application for Carer registration and provided confirmation of their regulated status;
- Is responsible for informing the employer and Computershare of any relevant changes such as a change of Carer;
- Acknowledges that each Childcare Voucher is only valid for a period of twelve months from the date of issue and that Computershare is only obliged to honour valid Childcare Vouchers and that it is not obliged to honour Childcare Vouchers that have been lost or cancelled. In the event that Childcare Vouchers Scheme is closed, Computershare shall honour all valid Childcare Vouchers issued prior to the date of closure;
- Acknowledges that if his or her Adjusted Salary is reduced below the national minimum wage in force from time to time as a result of subscribing for Childcare Vouchers, he or she may have to reduce the value of Childcare Vouchers subscribed for in order to bring his or her Adjusted Salary up to the national minimum wage level;
- Acknowledges that (if applicable) subscribing for Childcare Vouchers may affect his/her entitlement to statutory maternity or paternity pay; and
- Acknowledges that subscribing for Childcare Vouchers may affect his or her eligibility to receive working tax credits and child tax credits and he or she agrees that it is his or her responsibility to check his or her eligibility.

8.2 By completing and submitting his/her Application the employee is deemed to have agreed:

- That he/she will cease to be entitled to their Original Salary each Pay Period during the Salary Sacrifice period which starts on the date specified in the Application;
- That his/her employer will satisfy its obligations under clause 2.4 of these Terms and Conditions by paying to them the Adjusted Salary and paying to Computershare the Childcare Payment;
- That Computershare may provide the employer with details of the relevant Carer, and the Carer's details, the Childcare Vouchers and Childcare Payments for the purposes of administering the Childcare Voucher scheme; and

- Computershare shall not be liable for any delays in payment or failure to perform any of its obligations under the terms of this Agreement resulting from acts beyond its reasonable control. Such acts shall include, but not be limited to, any failure by any banking institution which holds monies, acts of God, strikes, lockout, riots, acts of war, epidemics, governmental regulations superimposed after the fact, communication line failures, power failure, pandemics, earthquakes or other disasters, or any failure or breakdown of any system, computer or otherwise.

9. Complaints

Employees should refer any complaints to Computershare. Any complaints or queries which, after being reasonably dealt with by the Computershare's Authorised Officer, are still not resolved and which the person making the complaint or raising the query insists on pursuing further shall be referred to Computershare's Operations Director, whose decision in relation thereto shall be final. If the person making the complaint or raising the query is not satisfied with the way the complaint or query has been dealt with by Computershare, that person shall be entitled to refer the complaint or query to the CVPA.

10. Data Protection

To provide the Services Computershare needs to use your personal information. Computershare will make sure your personal information is adequately protected, however Computershare uses it. For full details about how Computershare uses your personal information please see Computershare's Privacy Policy. Computershare's Privacy Policy is available on its website, or you can get a copy by writing to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom. The Privacy Policy also explains your rights in relation to your personal information and how you can exercise them.

Please note: Computershare Voucher Services Limited is not responsible for any gains or losses of tax or National Insurance contributions for any individual employee.

Computershare Voucher Services Limited Registered No.4968447, England
Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE