

## Terms and Conditions applicable to Employers, Parents, Childcare Providers and Family Vouchers.

1. Family Vouchers administers a tax efficient salary sacrifice scheme on behalf of a client (employer) and its employees. Savings in National Insurance and tax are made on payments of childcare vouchers by participating parents to a registered or approved childcare provider.
2. All parties agree to accept Family Vouchers childcare vouchers as full or part payment for childcare. No other service or goods can be provided in return for childcare vouchers.
3. Acceptance of payment by Family Vouchers does not represent a recommendation by Family Vouchers of any service offered by a childcare provider.
4. All parties shall inform Family Vouchers immediately of any discrepancy or error in payments. Family Vouchers will investigate any such discrepancies or errors. All parties agree that any error in payment will be repaid in full within seven days of notification.
5. The service is provided independently of any agreement or contract between the parent and childcare provider.
6. Family Vouchers is not responsible for any childcare fees beyond the voucher value requested.
7. If any party no longer wishes to be a member of the scheme, they should advise Family Vouchers in writing. Membership will be cancelled 40 days after notification of withdrawal.
8. Any unspent childcare vouchers should be returned to the employer via Family Vouchers.
9. Any disputes which arise in connection with this agreement shall be determined in accordance with English law and the English courts.
10. No party will be liable for any breach of these terms and conditions which are caused by circumstances beyond the reasonable control of all parties.
11. Family Vouchers reserves the right to terminate membership of the scheme of any party if there is reasonable doubt that they are not complying with these terms and conditions.
12. These terms and conditions are subject to change. Any such changes will be publicised on the Family Vouchers website, where an up to date version will always be available to view. Changes may be introduced which reflect changes to legal, tax and regulatory requirements.

### Employers

1. The employer agrees that the initial contract with Family Vouchers will be for one year.
2. The Family Vouchers scheme is a salary sacrifice agreement. It is the employer's responsibility to notify tax office in order to gain their approval for the scheme.
3. The employer agrees with the parent to make a salary sacrifice for the sole purpose of payment of childcare fees by reducing each employee's gross pay by an amount equal to the value of childcare vouchers received. A reduction in salary or a deduction from salary will be shown on the employee's payslip.
4. The employer is responsible for ensuring that the employee's earnings are above the National Minimum Wage and the Lower Earnings Limit after the salary sacrifice has been applied and for ensuring the correct amount of PAYE tax and national insurance is paid for each employee.
5. A record will be kept by the employer of each participating employee's full notional salary (childcare vouchers received plus reduced contractual salary).
6. The Family Vouchers scheme must be made available to all employees at any site where the scheme is offered. Each employee should be invited to join the scheme at least once every year by the employer.
7. In the unlikely event of an employee's childcare provider refusing to accept Family Vouchers the employee may leave the scheme and any vouchers issued will be refunded. The employer is responsible for paying the refund to the employee including payment of the correct tax and national insurance.
8. Family Vouchers reserves the right to name the employer's company as a client, both verbally and in any literature, unless written objection is received by Family Vouchers.
9. The employer may use the Family Vouchers logo when promoting the voucher scheme to prospective and current scheme members. The logo is available on written request.
10. After the initial one-year term the agreement continues with the employer giving at least 2 clear months' notice to Family Vouchers of cessation of the scheme.
11. The employer agrees that the employee (parent) may leave the scheme due to a significant life changing event, such as, pregnancy, redundancy, death of a child/partner, redundancy of a partner, leaving the company, change in working hours or no longer using a childcare provider.
12. Family Vouchers will not be responsible for any loss suffered by the employer or parent as a result of any legislative change affecting the scheme or as a result of the actions of childcare providers.

### Invoicing

1. Each invoice will include the total value of vouchers due plus an administration charge plus any VAT due on the administration charge. You will be provided with 45 days' notice of any change in the administration fee.
2. No payment of Family Vouchers will be processed until payment of the employer's invoice is received by Family Vouchers.
3. Family Vouchers will not accept responsibility for any fines or costs imposed by a child carer on a parent in the event of late payment of an invoice by an employer. We reserve the right to charge the employer a penalty to cover our reasonable costs if this causes additional work for Family Vouchers.

### Childcare Provider

1. In order to accept payment by childcare vouchers the childcare provider must be registered or approved to provide childcare under the conditions outlined in HMRC guidelines. A copy of the appropriate registration or approval certificate must be provided to Family Vouchers before childcare vouchers can be accepted as payment.
2. It is the responsibility of the childcare provider to keep Family Vouchers informed of any changes to their approval or registration status as this may affect their ability to receive payment by childcare vouchers.
3. The childcare provider must hold a UK bank account in order to accept transfer of BACS payments and must provide details of the account, giving at least 14 days' notice of any changes.

### Parent

1. The parent agrees with the employer to make a salary sacrifice, for the sole purpose of payment of childcare fees, or to receive childcare vouchers as an addition to a basic salary.
2. The employee must be the parent or legal guardian of the child for whom vouchers are to be used and must be fully or partly responsible for the child's expenses.
3. The child must be up to 15 years old (until 1st September following their 15th birthday) or 16 if they are registered disabled (until 1st September after their 16th birthday).
3. A parent may not exchange childcare vouchers for cash, salary or any other goods or services.
4. The parent acknowledges his/her responsibility for understanding the effect of this agreement on their entitlement to state benefits, including Statutory Sick Pay, Statutory Maternity Pay and Tax Credits, as outlined on the HMRC website and according to current legislation and the parent bears any liability for loss of or reduction in statutory benefits or employee benefits as a result of using childcare vouchers.

### Family Vouchers

1. Family Vouchers agree to administer the exchange of childcare vouchers between an employer, parent and childcare provider.
2. All information held by Family Vouchers will be kept in accordance with the Data Protection Act 1998.
3. Family Vouchers reserves the right to apply changes and enhancements to the voucher exchange system.
4. Family Vouchers agrees to and will be responsible for crediting the childcare providers account within 5 working days of receipt of a request for payment by voucher from the employer.
5. Family Vouchers will be responsible for transfer of childcare vouchers to the registered or approved childcare provider of the parent's choice.
6. A record of payments made by each parent in the scheme will be kept by Family Vouchers. Family Vouchers will also be responsible for checking the eligibility of each childcare provider to receive these payments.
7. Family Vouchers may record calls to the helpline for training and monitoring purposes.

### Data Protection

1. All parties must comply with the Data Protection Act 1998 with regard to the processing of data relating to Family Vouchers and will be responsible for the security and confidentiality of any passwords used to gain access to the Family Vouchers website and payment tracking system. If the security of access to any account is compromised by any user's actions, Family Vouchers will not take any responsibility for any unauthorised access to the account. Family Vouchers must be informed if unauthorised access to any account is suspected.
2. Data supplied by Parents, Employers and Child Carers may be shared with HMRC.