

Employee Terms and Conditions



By participating in a HolidayFlex scheme, you signify your acceptance of the prevailing Terms and Conditions as displayed at www.holidayflex.com.

1. Definitions and interpretation

1.1 The following terms are defined:

- a) “We”, “us” and “our” means Wider Plan Ltd, a company registered in England with company registration number 5207145. Our registered address is 11 – 16 Chestnut Court, Jill Lane, Sambourne, B96 6EW.
- b) “HolidayFlex” is the brand name of the annual leave adjustment service which we own and operate.
- c) “You” and “your” means the user who is entering into this agreement in order to access their employer’s HolidayFlex scheme.
- d) “Salary variation agreement” means a salary sacrifice agreement, payroll deduction agreement or adjusted salary agreement which you enter into in respect of your request for additional or reduced annual leave.

1.2 The headings to clauses are for convenience only and shall not affect the construction or interpretation of these terms.

1.3 Unless otherwise stated,

- a) The singular includes the plural and vice versa;
- b) The words “includes” and “including”, and variations thereof, are each without limitation.

2. Using HolidayFlex

2.1 By setting up a HolidayFlex scheme your employer has undertaken to offer you the option of purchasing additional annual leave or, at your employer’s request, the alternative option of reducing your annual leave allowance.

2.2 It is your responsibility to read your employer’s HolidayFlex scheme rules before deciding whether to participate in the scheme.

2.3 If you elect to participate in the scheme you will agree to a salary variation agreement in exchange for additional or reduced annual leave.

2.4 Your salary variation agreement, together with your employer’s scheme rules, will specify how and when you may change or cancel your order or leave your employer’s HolidayFlex scheme.

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- 2.5 When you and your employer have signed or otherwise accepted the salary variation agreement, and your employer has approved the order, you will be contacted by your employer to confirm your updated annual leave allowance.
- 2.6 We shall bear no liability in respect of any loss arising to you as a result of:
- a) legislative change;
 - b) the actions of your employer;
 - c) any loss of or reduction in statutory benefits or employee benefits received by you as a result of using HolidayFlex;
 - d) any tax charge arising in respect of HolidayFlex;
 - e) any other area of liability which is specified as being limited or excluded in your employer's scheme rules or in your salary variation agreement.
- 2.7 The standard length of a salary variation agreement, unless advised otherwise by your employer will be 12 months.
- 2.8 All intellectual property and all scheme documentation associated with HolidayFlex shall remain the property of Wider Plan.

3. Data protection

- 3.1 Data protection terminology used in this agreement should be interpreted as having the same meaning as in the prevailing Data Protection Act and the General Data Protection Regulations.
- 3.2 Wider Plan is registered with the Information Commissioner's Office as a Data Controller.
- 3.3 Your employer is acting with us as a Joint Data Controller for the limited purpose of providing you with access to an annual leave adjustment service in line with HMRC guidelines.
- 3.4 These Terms and Conditions should be read in conjunction with our Privacy Policy, which is available online at www.holidayflex.com and which provides the details of how we lawfully, fairly and transparently process your personal data in respect of the HolidayFlex service.

4. Changes to these Terms and Conditions

- 4.1 We reserve the right to amend these Terms and Conditions at any time. We will notify you of any significant change by email in the event that you are known by us to have an active salary variation agreement in place in respect of HolidayFlex at the time of the amendment.

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Your further use of HolidayFlex will signify your agreement to the amended Terms and Conditions.

5. Force Majeure

5.1 Neither party shall be liable for any breach of these terms and conditions caused by circumstances beyond their reasonable control, including without limitation:

- a) Act of God, explosion, flood, tempest, fire or accident;
- b) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- c) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

6. Governing Law and Jurisdiction

6.1 These Terms and Conditions shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction to determine any disputes which arise in connection with these Terms.

6.2 If the English courts find any provision of this agreement to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions shall not be affected.