

Terms and Conditions for Employees

By participating in a KiddiVouchers Childcare Voucher scheme, you agree to abide by our Terms and Conditions.

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) "KiddiVouchers" is the brand name of the childcare voucher administration service which we own and operate.
- c) "You" and "your" means the employee entering into this agreement in order to receive Childcare Vouchers from their employer.
- d) "Employer" means an employer of the employee.
- e) "Scheme" means the childcare voucher scheme.
- f) "Scheme member" means an employee who has joined the scheme.
- g) "Vouchers" means the Childcare Vouchers issued to a scheme member either in paper or electronic form.

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. Your scheme structure

2.1 Childcare Vouchers can be provided by salary sacrifice, or as a benefit in addition to salary, or partly by salary sacrifice and partly as an employer-funded benefit.

2.2 Unless we are advised to the contrary by your employer we will assume that you are receiving Childcare Vouchers by salary sacrifice.

3. Childcare Voucher rules

3.1 You may only use KiddiVouchers Childcare Vouchers to pay for childcare for your own children or for children who live with you and for whom you have parental responsibility.

3.2 You may only use KiddiVouchers Childcare Vouchers to pay for childcare up to the 1st September following your child's fifteenth birthday, or 1st September following your child's sixteenth birthday if your child is disabled.

3.3 If you use, or attempt to use, KiddiVouchers Childcare Vouchers in a fraudulent manner, or if you deliberately provide us with false information, you may incur a tax liability and be subject to your employer's disciplinary procedures.

- 3.4 It is your responsibility to notify us of any changes in your personal circumstances which may affect your eligibility for childcare vouchers. If you leave this employment, you must notify us and cancel your vouchers before your final paydate.
- 3.5 If you receive Childcare Vouchers to which you are not entitled, you will be liable to repay an amount equal to the voucher face value.
- 3.6 Your employer may restrict your Childcare Voucher order to the tax-exempt Childcare Voucher allowance which is set by the Government.
- 3.7 We shall bear no liability in respect of any loss arising to you as a result of legislative change or as a result of the actions of your employer.

4. Your Childcare Voucher account

- 4.1 You will be provided with an online KiddiVouchers account. You are responsible for safeguarding the login details for your KiddiVouchers account.
- 4.2 There is no need to have internet access to participate in your employer's scheme. You may fully participate in your employer's KiddiVouchers scheme via our freephone helpline.
- 4.3 Your Childcare Vouchers will be credited to your online KiddiVouchers account in line with the terms agreed with your employer. Your KiddiVouchers account will display the next date on which Childcare Vouchers are due to be credited to your account and the amount of vouchers due.
- 4.4 All intellectual property associated with KiddiVouchers and all scheme documentation shall remain the property of Wider Plan.

5. Choosing your childcare provider

- 5.1 You may only use KiddiVouchers Childcare Vouchers to pay childcare providers which are registered with Ofsted or an equivalent authority.
- 5.2 You may not use KiddiVouchers Childcare Vouchers to pay for care or education which takes place during normal school hours and which is for a child who is of an age at which education is compulsory.
- 5.3 You must notify KiddiVouchers immediately if you become aware that your childcare provider does not have, or ceases to have, Ofsted registered status (or equivalent).
- 5.4 In order for you to use KiddiVouchers Childcare Vouchers to pay your childcare provider, your childcare provider must register with KiddiVouchers and provide us with a copy of their Ofsted registration certificate (or equivalent).
- 5.5 You can provide us with details of your childcare provider by phone or email or through your online KiddiVouchers account. If your childcare provider is not yet registered with KiddiVouchers, we will provide them with information about KiddiVouchers and invite them to register.
- 5.6 We will not charge your childcare provider for receiving KiddiVouchers childcare vouchers and your childcare provider should not charge you for processing the vouchers.
- 5.7 You retain full responsibility for selecting your childcare provider and KiddiVouchers accepts no responsibility for the quality of care provided by your chosen childcare provider.

6. Paying your childcare provider

- 6.1 You may choose to use electronic vouchers or paper vouchers, unless your employer's scheme rules state otherwise.
- 6.2 If you choose to use electronic vouchers, you may instruct KiddiVouchers to:

- a) Pay all your childcare vouchers to your nominated childcare provider as soon as your vouchers are available, or
- b) Pay a fixed amount to your nominated childcare provider(s) at a regular frequency, or
- c) Make ad-hoc payments to your nominated childcare provider(s), of any amount up to your voucher account balance.

6.3 If you choose to use paper vouchers, you can receive your vouchers by:

- a) Printing a personalised voucher from your online KiddiVouchers account, or
- b) Instructing KiddiVouchers to email your vouchers to you, either as an ad-hoc instruction or a regular arrangement, or
- c) Instructing KiddiVouchers to post your vouchers to you, either as an ad-hoc instruction or a regular arrangement.

6.4 If you opt for paper vouchers, your childcare provider will need to contact us to redeem their vouchers. Payments will only be processed once the vouchers have been redeemed.

6.5 Subject to your voucher account having sufficient funds, payment instructions which are received by noon will normally be processed on the same working day.

6.6 Regardless of whether you opt for electronic vouchers or paper vouchers, the payment to your childcare provider will be processed by BACS unless your carer has requested payment by cheque.

6.7 In the event of a payment due date falling on a non-working day, your payment instruction may be processed ahead of the due date. Therefore, any changes to your payment instructions should be made by 9am on the previous working day.

6.8 KiddiVouchers will maintain a full record of all Childcare Voucher payments you make to your childcare providers and this record will be available for you to view through your online account.

6.9 KiddiVouchers shall bear no liability in respect of any loss arising to you as a result of the actions of your childcare providers or in the event of payments being made to an incorrect childcare provider where the payments are made in good faith in accordance with your instructions.

7. Salary sacrifice arrangements

7.1 Section 7 only applies where employees are being provided with Childcare Vouchers by salary sacrifice.

7.2 Your salary sacrifice agreement serves as a legally binding variation to your contract of employment. The agreement specifies how your employer will provide you with Childcare Vouchers as a non-cash benefit, in exchange for you agreeing to a reduction in your gross pay.

7.3 Unless otherwise agreed, when you register with us and order Childcare Vouchers, we will issue a salary sacrifice agreement to you electronically on your employer's behalf.

7.4 The salary sacrifice agreement supersedes any other contract or variation which exists between you and your employer in respect of Childcare Vouchers.

7.5 You will be asked to confirm your acceptance of the salary sacrifice agreement either verbally by phone or electronically via your online KiddiVouchers account or by signing the agreement and returning it to us. You agree that our acceptance of the salary sacrifice agreement, either by electronic, physical or verbal means, constitutes a valid voucher order.

7.6 Your salary sacrifice agreement, together with your employer's scheme rules, will specify how and when you may change your Childcare Voucher order or leave your employer's KiddiVouchers scheme.

7.7 Whilst we will provide guidance to you on the general potential implications of entering into a salary sacrifice agreement, for example in respect of tax credits and statutory benefits, it remains your responsibility to ensure that you understand the guidance and make decisions accordingly. We shall bear no liability for any loss of or reduction in statutory benefits or employee benefits received by you as a result of using Childcare Vouchers.

8. Changing or cancelling your voucher order

8.1 You may change the amount of your Childcare Voucher order in line with your employer's scheme rules.

8.2 If you wish to cancel or change your voucher order due to a lifestyle change, you may be required to provide us with reasonable evidence of the change and we may seek your employer's agreement.

8.3 Subject to your employer's agreement, you may change the amount of vouchers you receive to reflect any changes in the tax-exempt Childcare Voucher allowance.

8.4 Your account will display the date on which changes to voucher amounts will become effective.

8.5 In the event of you leaving your employer's KiddiVouchers scheme, including at the cessation of your employment, your unused Childcare Vouchers will remain in your KiddiVouchers account until the child to whom they relate ceases to be eligible.

8.6 In the event of you becoming a parent to another child, any vouchers which are accumulated in your KiddiVouchers account in advance of that child's date of birth should not be used to pay for childcare for that child.

8.7 Unused Childcare Vouchers will only be refunded in exceptional circumstances, such as the death of a child. Refunds will only occur in the event of you remaining in the employment from which the Childcare Vouchers originated and your employer agreeing to process any tax or national insurance associated with the transaction.

9. Data protection

9.1 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.

9.2 Wider Plan is registered with the Information Commissioner's Office as a Data Controller.

9.3 Your employer is acting with us as a Joint Data Controller for the limited purpose of providing you with access to Childcare Vouchers in line with HMRC guidelines.

9.4 These Terms and Conditions should be read in conjunction with our Privacy Policy, which is available online at www.kiddivouchers.com and which provides the details of how we lawfully, fairly and transparently process your personal data in respect of KiddiVouchers service.

10. Changes to these Terms and Conditions

10.1 We reserve the right to amend these Terms and Conditions at any time. We will notify you of any change by email or via your online account. Your continued use of the site will signify your agreement to the amended Terms and Conditions.

11. Force Majeure

11.1 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.

12. Governing Law and Jurisdiction

- 12.1 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.
- 12.2 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.