

Terms and Conditions for Employers

By offering a KiddiVouchers Childcare Voucher scheme to your employees, 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 employer entering into this agreement in order to provide its employees with access to Childcare Vouchers.
- d) "Employee" means an employee of the employer.
- 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 net pay deduction, by salary sacrifice or in addition-to-salary. It is also permissible to operate a hybrid scheme, with some employees receiving Childcare Vouchers by salary sacrifice and other employees receiving Childcare Vouchers in addition-to-salary.

2.2 Unless we are advised to the contrary, either by you selecting the addition-to-salary option during your scheme registration or by contacting us at a later point, we will assume that you wish to provide Childcare Vouchers by salary sacrifice.

3. Your scheme rules

3.1 Unless otherwise agreed in writing, your scheme will operate in accordance with our standard scheme rules.

3.2 It is your responsibility to ensure that the scheme rules accurately reflect your policies, particularly with regards to non-statutory pension and maternity benefits. If you require changes to our standard rules, then the changes must be requested in writing. We will then consider the requested changes in accordance with the appropriate legislation and guidance. We reserve the right to refuse a requested change, if we believe that the change would contravene the guidance or would significantly increase the administration of the scheme.

4. Scheme availability for employees

- 4.1 You are responsible for ensuring that your scheme is only used as a tax-exempt benefit by employees who joined the scheme and received Childcare Vouchers prior to 4th October 2018 and by employees who transfer to you under TUPE regulations and who met this requirement in respect of their pre-TUPE employer. In both cases, if an employee does not receive Childcare Vouchers for a period of more than 52 weeks, they will become ineligible for using Childcare Vouchers as a tax-exempt benefit.
- 4.2 You may also permit employees to use your scheme as a taxable benefit. It is your responsibility to ensure that the correct tax and National Insurance treatment is applied to employees who are using the scheme on this basis.
- 4.3 We will implement appropriate controls to prevent ineligible employees joining the tax-exempt part of your Childcare Voucher scheme. However, the effectiveness of these controls will be influenced by the accuracy of information provided by employees. It remains your responsibility to check your scheme statement prior to payroll processing and to notify us promptly of any scheme members who are ineligible for the tax-exempt benefit.

5. HMRC approval for the scheme

- 5.1 We will operate the scheme in accordance with our understanding of governing legislation and HMRC guidance relating to Childcare Vouchers. Any guidance provided by us in relation to governing legislation and HMRC guidance does not constitute legal advice and must not be relied upon as such.
- 5.2 We will inform you of any material change to the appropriate regulations and/or guidance within 90 days of becoming aware of any changes.
- 5.3 You are responsible for obtaining HMRC clearance for your Childcare Voucher scheme. We will provide you with the relevant documentation for this purpose on request.
- 5.4 You must inform us immediately if HMRC raise any queries in respect of your scheme. We will provide you with such reasonable assistance as you may require in responding to such queries.
- 5.5 You will be liable for any taxes, fines or penalties levied by HMRC as a result of your failure to seek, or to obtain, HMRC approval for your scheme.

6. Salary sacrifice arrangements

- 6.1 Section 6 only applies where employees are being provided with Childcare Vouchers by salary sacrifice.
- 6.2 A salary sacrifice agreement serves as a legally binding variation to an employee's contract of employment with their employer. Once entered into by a scheme member, subject to satisfying National Minimum Wage or National Living Wage regulations, any other applicable legislation and the rules of the scheme as detailed in your scheme rules booklet, you are obliged to reduce the scheme member's gross pay by the amount of Childcare Vouchers requested, for the duration of the salary sacrifice agreement. In return for this reduction in pay, the scheme member becomes entitled to an equal amount of Childcare Vouchers as a non-cash benefit.
- 6.3 Unless otherwise agreed, when an employee registers with us and orders Childcare Vouchers, we will issue a salary sacrifice agreement to them electronically on your behalf.
- 6.4 The salary sacrifice agreements supersede any other contract or variation which exists between you and the scheme member in respect of Childcare Vouchers.
- 6.5 Each scheme member is asked to confirm their acceptance of the salary sacrifice agreement either verbally or electronically via their 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.

- 6.6 You agree that once a scheme member signs or otherwise accepts a salary sacrifice agreement, they will only be permitted to leave the scheme or to change their voucher order:
- a) At the end of the period covered by the salary sacrifice agreement, or
 - b) If they have experienced a lifestyle change as defined in your scheme rules.
- 6.7 If a scheme member wishes to cancel or change their voucher order due to a lifestyle change, they may be required to provide us with reasonable evidence of the change.
- 6.8 Unless you inform us otherwise in writing, we will assume that all contractual benefits are based on full pre-sacrifice pay. Without limitation, this will apply to any contractual pension, life assurance and maternity benefits.
- 6.9 Whilst we will provide guidance to your employees on the consequences of entering into a salary sacrifice agreement, particularly with reference to tax credits and statutory benefits, it remains each employee's responsibility to ensure that they understand the guidance and make decisions accordingly.
- 6.10 In cases where we collate signed agreements on your behalf, you may request copies of the signed agreements. Copies of the agreements will be provided within 30 days of such a request.

7. Overriding voucher orders

- 7.1 You must notify us of an override to a scheme member's voucher order if:
- a) The salary sacrifice would cause the scheme member's pay to fall below the National Minimum Wage/National Living Wage, or
 - b) The scheme member has left your employment.
- 7.2 Scheme members are not permitted to sacrifice statutory payments. If a scheme member's voucher order would cause them to sacrifice a statutory payment, you may either:
- a) Elect to fund the scheme member's vouchers without requiring a corresponding reduction in their pay, or
 - b) Override their voucher order, having taken appropriate legal advice in respect of this action.
- 7.3 Failure by you to notify us of an override in the cases detailed in 7.1 or 7.2 may lead to you being required to fund any vouchers which have been issued to and spent by the scheme member, and being liable for any consequences arising out of failure to comply with applicable legislation.
- 7.4 You may notify us of an override to a scheme member's voucher order if the salary sacrifice would cause the scheme member's pay to fall below the Lower Earnings Limit ("LEL"). If you decide not to override a voucher order in this situation, you are responsible for advising the scheme member that they will lose the right to some statutory benefits.
- 7.5 If a scheme member has inadvertently ordered an incorrect amount of vouchers, they should change their voucher order at the next opportunity in accordance with your scheme rules. You may not override voucher orders to correct scheme members' errors, except at our discretion.
- 7.6 If you need to override a scheme member's voucher order, you must notify us in writing or by email at least one working day before vouchers are due to be released to the scheme member. We will only consider such notification to have been made once we have confirmed it by email.
- 7.7 If you fail to notify us of an amendment to a voucher order or fail to obtain confirmation of the override from us in sufficient time and the vouchers are subsequently issued and spent by the scheme member, then you are liable for the loss of the vouchers.

8. Invoicing procedures

- 8.1 In order for us to provide correct invoices in a timely manner, you agree to provide:
- a) Complete and accurate details of the payroll processes, including paydates and payroll processing cut-off dates.
 - b) Correct contact details (ie full name, telephone number and email address) of relevant personnel with responsibility for administering the payroll and HR aspects of the scheme.
- 8.2 Unless otherwise agreed in writing, invoices will be issued on a monthly basis for monthly paid employees and on a four-weekly basis for weekly, fortnightly and four-weekly paid employees.
- 8.3 Invoices and statements detailing the voucher orders are issued electronically, to the contact(s) provided by you, 20 days before the relevant paydate or on such other dates as agreed in writing.
- 8.4 You will be responsible for any delay to the scheme members' vouchers, if invoices and statements are undelivered or delivered late as a result of:
- a) You failing to provide correct email addresses, or
 - b) Any issues with your software, computer systems, email or security systems (including spam filters).
- 8.5 Invoices and statements will normally be issued unencrypted, although encrypted and password protected files are available upon request. If you ask us to provide encrypted files then we will not be liable for the cost of any encryption software required by you, or for any harm done to your hardware or software as a result of installing such software.
- 8.6 Each invoice will display the last date by which we must receive cleared payment. Vouchers will not be released to scheme members until we have received cleared payment.
- 8.7 If an invoice remains unpaid for 30 days or longer, no further invoices will be issued until such time as all outstanding invoices are settled in full. In addition, a late payment fee and/or reactivation fee may be applied.
- 9. Charges and fees**
- 9.1 Your scheme will be subject to an administration fee. VAT at the prevailing rate will be charged on the administration fee.
- 9.2 Unless otherwise notified in writing, or by prior arrangement, the administration fee applicable to your scheme will be the standard fee as displayed on our website at the time your scheme commenced. The applicable fee will also be displayed in your online account for ease of reference.
- 9.3 We may change the administration fee which applies to your scheme by giving you appropriate notice in accordance with clause 18.1.
- 9.4 It is our normal practice to provide our standard fully-managed service without imposing any charges over and above the administration charge described in 9.1 and 9.2. However, for additional or non-standard services, we reserve the right to levy additional charges. Any such charges will be agreed with you in writing before the additional service is provided.
- 10. Payroll issues**
- 10.1 Where Childcare Vouchers are being provided by salary sacrifice, you are responsible for ensuring that each scheme member's reduced pay remains at or above the National Minimum Wage or National Living Wage and, at your discretion, the Lower Earnings Limit. You will keep a record of each scheme member's full pre-sacrifice pay, defined as their pay before any reduction in respect of Childcare Vouchers.
- 10.2 You are responsible for ensuring the correct amount of PAYE tax and National Insurance is paid in respect of each scheme member.

11. Processing the Childcare Vouchers

- 11.1 Subject to you paying our invoices on time, we will normally credit electronic Childcare Vouchers to each scheme member's online KiddiVouchers account by 10am on the voucher due date. However, we reserve the right to credit accounts up to one working day after your voucher due date.
- 11.2 All payments to childcare providers will be by BACS or, on request, by cheque.
- 11.3 We will only process payments to childcare providers which are registered or approved with an appropriate regulatory body and which have registered with us. Registering with us involves the childcare provider supplying valid bank details for payment (unless payment by cheque is requested) and providing a current and valid approval certificate. We do not vet or approve any childcare provider or make any comment on the suitability or quality of care provided.
- 11.4 We will maintain a record of the childcare payments made by each scheme member and the eligibility of each childcare provider to receive these payments. You may request a copy of these records. Such requests must be made in writing and copies of the documents will be provided within 30 days of such a request.

12. Refunds

- 12.1 Refunds of unused Childcare Vouchers are generally only available in exceptional circumstances and at our sole discretion. This refund policy avoids the operation of your scheme contravening HMRC guidelines.
- 12.2 If a scheme member's childcare provider refuses to accept KiddiVouchers Childcare Vouchers and no payments have been made from the scheme member's account, then the scheme member may leave the scheme and the vouchers will be refunded.
- 12.3 We reserve the right not to refund or waive the administration charges in respect of any vouchers which we agree to refund.

13. Our liability

- 13.1 We shall bear no liability for any costs or expenses incurred for misuse of the vouchers or incorrect use of the scheme by a scheme member.
- 13.2 We shall bear no liability for any loss of or reduction in statutory benefits or contractual benefits by any scheme member as a result of using Childcare Vouchers.
- 13.3 We shall bear no liability in respect of any financial loss suffered by you or any employee as a result of legislative change.
- 13.4 We shall bear no liability to you or to any scheme member in respect of any actions of childcare providers.
- 13.5 Our liability to childcare providers shall be limited to the value of any valid Childcare Vouchers issued by us and received by the childcare provider but not yet redeemed.
- 13.6 We shall bear no liability in respect of banking delays which are beyond our reasonable control.
- 13.7 We shall bear no liability in respect of payments made to an incorrect childcare provider, if the payments are made in good faith in accordance with a scheme member's instructions.
- 13.8 We accept no liability for any incorrect guidance given to an employee if that guidance is based on incorrect, incomplete or out-of-date information provided to us by you or the employee or any authorised third party.
- 13.9 We will not accept any responsibility for claims, demands, losses, costs, legal expenses or liability of any kind whatsoever in connection with any:

- a) Service provided by a childcare provider to a scheme member, or
- b) Scheme member failing to correctly instruct KiddiVouchers to pay their childcare provider, or
- c) Scheme member failing to pay any part of their childcare provider bill which is over and above the amount covered by a valid voucher payment instruction, or
- d) Childcare provider failing to correctly allocate a voucher payment to a scheme member, or
- e) Childcare provider imposing a charge on a scheme member for using Childcare Vouchers.

14. Termination

14.1 Subject to condition 14.2, either party may terminate this agreement by providing the other party with 30 days' written notice.

14.2 We may terminate this agreement with immediate effect in the event of:

- a) A material failure (in whole or in part) by you to perform any obligation.
- b) You persistently paying invoices late.
- c) You becoming insolvent or ceasing to be capable of paying invoices.
- d) A change in your ownership or control which, in our opinion, will have a material impact on the administration of your scheme.
- e) No employees joining your scheme within 9 months of the launch of the scheme.
- f) Your scheme being dormant (ie there have been no voucher orders) for a period of 9 months.

14.3 On termination, for any reason, we shall:

- a) Close the scheme and cancel all outstanding voucher orders.
- b) Provide you with records of all scheme members and childcare payment history within 30 days of such records being requested in writing.
- c) Provide you with such assistance as you may reasonably require in transferring the scheme to another provider.

14.4 If you close your scheme or transfer your scheme to another childcare voucher provider, your scheme members may continue to use any outstanding Childcare Vouchers. However, they will not be permitted to top-up their account balance by other means. We will continue to provide existing scheme members with access to their online account until their account has a zero balance or until they are no longer eligible to spend the vouchers.

14.5 If you transfer the scheme to another provider, unused voucher funds will only be transferred to the new provider with the agreement of each scheme member. You will be responsible for obtaining each scheme member's consent. Such transfers of funds will be subject to your approval and the cooperation of the new provider. We reserve the right to levy an administration charge to cover associated costs.

14.6 We reserve the right to close any scheme member's KiddiVouchers account and to cancel their voucher order if they are suspected or found to have acted fraudulently in relation to ordering or spending their Childcare Vouchers.

15. Data protection

15.1 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.

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

15.3 You are acting with us as a Joint Data Controller for the limited purpose of providing your employees with access to Childcare Vouchers in line with HMRC guidelines.

- 15.4 As Joint Data Controllers, each party will:
- Be responsible for the areas of data processing specifically assigned to them in this section 15.
 - Use reasonable endeavours to provide the other party with such assurances and data protection information as may reasonably be considered necessary in order for each party to comply with legislation, with the reasonable costs of providing such information to be met by the enquiring party and agreed in writing in advance.
- 15.5 You agree to indemnify us against any fines arising in respect of:
- Any data protection breach by you in relation to the data processing responsibilities assigned to you in this section 15.
 - Any data processing you perform in areas not specified in this agreement.
- 15.6 We agree to indemnify you against any fines arising in respect of:
- Any data protection breach by us in relation to the data processing responsibilities assigned to us in this section 15.
 - Any data processing we perform in areas not specified in this agreement.
- 15.7 When a scheme member leaves your employment, we will continue to provide them with access to their KiddiVouchers account until it is closed. Wider Plan will act as a sole Data Controller in providing an ongoing service to your former KiddiVouchers scheme members.
- 15.8 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 personal data in respect of KiddiVouchers.
- 15.9 When we provide you with data under this agreement, you are only permitted to process it for the purposes specified at clause 15.10. In the event of you considering it necessary to perform additional data processing for the purpose of providing your employees with Childcare Vouchers, you must seek our prior written agreement. This does not prevent you from lawfully processing any data which you obtain independently from the same data subjects.
- 15.10 You accept responsibility for the following aspects of data processing in respect of your KiddiVouchers scheme:
- Publicising your KiddiVouchers scheme to your employees, in line with HMRC guidelines.
 - Verifying that individuals who have joined your KiddiVouchers scheme are eligible employees.
 - Conducting earnings assessments to ensure that your employees' Childcare Voucher orders are in line with the tax-exempt thresholds established by HMRC.
 - Conducting payroll checks to verify that your employees' Childcare Voucher orders can be implemented without breaching statutory regulations, including the National Minimum Wage and National Living Wage requirements.
 - Implementing your employees' salary sacrifice agreements (as applicable), including keeping appropriate records of your employees' employment contracts, making appropriate payroll amendments and retaining payroll records in line with HMRC guidelines.
 - Notifying us promptly of any overrides which need to be applied to your employees' Childcare Voucher orders, including notifying us when a scheme member leaves your employment.
 - Using reasonable endeavours to ensure that any data provided by you to us is accurate and complete.
 - Notifying us within three working days of any data subject access requests, "right to be forgotten" requests, data correction requests, complaints, claims or fines received by you in respect of your KiddiVouchers scheme.
 - Notifying us within three working days of any data or security breach in respect of your KiddiVouchers scheme data and using best endeavours to resolve the breach swiftly and appropriately.
 - Demonstrating to HMRC that your KiddiVouchers scheme is operating correctly, in the event of your scheme being audited by HMRC.

- k) Implementing and maintaining appropriate data protection and security controls in respect of any personal data relevant to this agreement.
- l) Ensuring that any staff or third parties who you appoint to implement any part of your data processing are subject to a written contract in line with prevailing data protection regulations, to specifically include confidentiality and data security obligations.
- m) Taking such other action as could reasonably be considered necessary or appropriate in order to ensure that your data processing is compliant with prevailing legislation.

15.11 Our standard service includes accepting KiddiVouchers registrations from your employees, accepting their Childcare Voucher orders and administering their salary sacrifice agreements (as applicable). Subject to prior agreement, we allow employers to make alternative arrangements for these aspects of a KiddiVouchers scheme. In the event of you electing to administer any aspect of your scheme yourself or via a third party administrator, you will take full responsibility for any related data processing. This includes ensuring appropriate data security, providing your employees with clear information about the lawful basis of scheme data processing and complying with all relevant data protection regulations.

15.12 Except to the extent that you relieve us of our obligations by deviating from our standard service (as per clause 15.11), we will have responsibility for:

- a) Providing clear online information for your employees including notifying them of the lawful basis of data processing and outlining our respective data protection obligations as Joint Data Controllers.
- b) Determining the data fields which we require your employees to complete during registration and throughout their scheme membership in order for us to provide them with the KiddiVouchers service.
- c) Taking reasonable measures to ensure that data provided by your scheme members is accurate and up-to-date.
- d) Providing you with appropriate information about your employees' Childcare Voucher orders to enable you to process their orders.
- e) Managing data in respect of your employees' children and childcare providers, including sharing data with childcare providers to the extent necessary for payment reconciliation.
- f) Making decisions about how we will process your employees' data to provide the KiddiVouchers service both during and after their employment with you.
- g) Providing your employees with access to a KiddiVouchers account both during and after their employment with you.
- h) Using reasonable endeavours to ensure that any data provided by us to you in respect of your scheme members is accurate and complete.
- i) Providing you with data relating to your scheme members' children, childcare providers, personal account top-ups and outgoing payments in the event of your scheme being audited by HMRC, to the extent that such information is specifically requested by the auditor.
- j) Notifying you within three working days of any data subject access requests, "right to be forgotten" requests, data correction requests, complaints, claims or fines received by us in respect of your KiddiVouchers scheme.
- k) Notifying you within three working days of any data or security breach in respect of your KiddiVouchers scheme data and using best endeavours to resolve the breach swiftly and appropriately.
- l) Managing any data subject access requests, "right to be forgotten" requests, data correction requests or complaints received by us or notified to us by you, including providing your scheme members with a clear point of contact for submitting such requests.
- m) Retaining data in respect of your KiddiVouchers scheme members for six full tax years following the closure of your scheme or the closure of their KiddiVouchers account, whichever is the later.
- n) Ensuring that any staff or third parties who we appoint to implement any part of our data processing are subject to a written contract in line with data protection regulations, to specifically include confidentiality and data security obligations.

- n) Implementing and maintaining appropriate data protection and security controls in respect of any personal data covered by this agreement.
- o) Taking such other action as could reasonably be considered necessary or appropriate in order to ensure that our data processing is compliant with prevailing legislation.

16. Intellectual property

16.1 All intellectual property associated with KiddiVouchers and all scheme documentation shall remain the property of Wider Plan.

16.2 You are not permitted to copy, transmit, distribute or edit the scheme documentation.

17. Confidentiality

17.1 Save to the extent required by law, each party shall keep in strict confidence all information received from either of the other parties which could reasonably be considered to be of a confidential nature and shall use such confidential information only for the purposes of performing its obligations under this agreement.

18. Changes to these terms and conditions

18.1 We may amend these terms and conditions by writing to you by post or email and providing you with 45 days' notice.

19. Force Majeure

19.1 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.

20. Third party rights

20.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions 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.

21. Governing Law and Jurisdiction

21.1 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.

21.2 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.