

# Employee Terms & Conditions



By participating in a Wider Rewards scheme, you signify your acceptance of the prevailing Terms and Conditions as displayed at [www.widerrewards.com](http://www.widerrewards.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) "Wider Rewards" is the brand name of the modular employee recognition and reward scheme administration service which we operate.
- c) "You" and "your" means the user who is entering into this agreement in order to access their employer's Wider Rewards scheme.

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 Wider Rewards

2.1 By setting up a Wider Rewards scheme your employer has undertaken to implement a modular employee reward and recognition program.

2.2 It is your responsibility to read any documentation your employer has made available to you in respect of your Wider Rewards scheme.

2.3 In some circumstances, participation in Wider Rewards can lead to benefit-in-kind tax charges.

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 Wider Rewards;
- d) any tax charge arising in respect of Wider Rewards;
- e) any selection or use of goods or services by you, or for you by or on behalf of your employer, under this scheme;

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f) any other area of liability which is specified as being limited or excluded in our agreement with your employer or in your employer's scheme documentation.

2.7 All intellectual property including all scheme documentation associated with Wider Rewards shall remain the property of Wider Plan or its fulfilment partners as applicable.

## 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 reward and recognition 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.widerrewards.com](http://www.widerrewards.com) and which provides the details of how we lawfully, fairly and transparently process your personal data in respect of the Wider Rewards 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 be an active user of Wider Rewards at the time of the amendment. Your continued use of Wider Rewards 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.

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## 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.