

# Employers For Childcare Trading

## SERVICE AGREEMENT

THIS AGREEMENT is made on the (insert date)

BETWEEN

(1) Employers For Childcare Trading Limited

(2)

Whose registered office address is

For and on behalf of the Supplier

Signature

Date

For and on behalf of the Customer

Signature

Date

## TERMS AND CONDITIONS

Childcare Vouchers are a Government income tax and National Insurance Contribution relief scheme. They are available to all eligible working parents throughout the UK and are implemented by an employer via a salary sacrifice agreement. ***Note that the Childcare Voucher scheme closed to new entrants on 4 October 2018.***

### Definitions

In this document the following words shall have the following meanings:

"Agreement" means these Terms and Conditions together with the terms of any applicable Service Specification;

"Customer" means the organisation or person who purchases services from Employers For Childcare Trading Limited;

"Service Specification" means a statement of work, quotation or other similar document describing the services to be provided by Employers For Childcare Trading Limited;

"Supplier" means Employers For Childcare Trading Limited.

### Data Protection

The supplier is registered with the [Information Commissioner's Office](#). All personal data maintained by the Supplier will be maintained in accordance with the relevant legislation. As we operate the scheme on behalf of an employer, we will only hold, use or otherwise process such of your data to provide you with the Childcare Voucher administration service. This may include communicating with clients regarding updates to the Childcare Voucher scheme.

Personal data will only be disclosed in accordance with current UK legislation, that is, to persons who have the relevant legal or regulatory powers, or to any other person appointed by us for the purpose of providing this service.

You have a right to request details of the personal data we hold about you.

For more information on how Employers For Childcare Trading Limited processes data please view our [Privacy Notice](#). By signing up to and using this service, you are agreeing to the terms set out in this notice.

Information about a staff member's children and childcare provider is available to you as the employer to assist in fulfilling your duties in offering the scheme.

### Service and Transaction Charges

The customer agrees to pay the Supplier an administration fee for managing a Childcare Voucher scheme.

The customer agrees to pay the supplier the administration in advance so that the supplier can process vouchers.

The customer agrees to verify that the salary sacrifice does not take an employee below the minimum wage threshold\*.

The customer agrees that they will not allow new entrants to join the Childcare Voucher scheme.

The customer agrees that they will confirm employees are eligible to opt in to the Childcare Voucher scheme.

The customer agrees to contact HMRC to notify them that they have set up a salary sacrifice scheme (if necessary).

### **Segregation and Protection of Client Monies**

All client voucher monies received by supplier for vouchers will be maintained in accounts held at a UK approved bank and segregated from the supplier's own money. The childcare voucher monies will be afforded suitable protection in accordance with suppliers own Client Money Policy and in the event of the insolvency of the supplier, the childcare voucher monies will remain protected and not subject to claim by creditors.

### **Backdating**

In circumstances where an employee has joined a Childcare Voucher scheme part way through a tax year, HMRC accepts that an employee may be provided with qualifying Childcare Vouchers in respect of the tax weeks in the tax year before the date when he/she joined the scheme providing the qualifying conditions have been met in each week or month in respect of which the Childcare Vouchers are issued.

The employee does not have to have incurred qualifying childcare costs during these pay periods, but he or she must have had parental responsibility throughout the period for which Childcare Vouchers are being issued.

At the customer's discretion, employees who have salary sacrificed less than the maximum amount may be able to backdate their payments subject to the overall rules of the scheme.

### **Payment Arrangements**

The supplier will credit the employee accounts within two business days of receipt of funds from the employer.

### **Expiry Conditions**

Vouchers issued by the supplier do not have an expiry date.

### **Liability**

Whilst we will take all reasonable care in providing this service, as a member of the Childcare Voucher Providers Association (CVPA) we can confirm that we maintain an appropriate level of Private Indemnity Insurance in the event of losses arising from negligence on our part.

## **Dispute resolution**

The Supplier and Customer shall in good faith attempt to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement.

## **Termination**

The Agreement may be terminated by either party on giving three months written notice.

## **Contact**

Employers For Childcare Trading Limited  
Blaris Industrial Estate  
11 Altona Road  
Lisburn  
BT27 5QB  
Email: [hello@employersforchildcare.org](mailto:hello@employersforchildcare.org)  
Telephone: 028 9267 8200

## **Complaints**

The supplier has a Complaint Handling Policy which fully meets the requirement of the [Childcare Voucher Providers Association \(CVPA\)](#) Code of Practice. All complaints received will be treated in accordance with this Policy. If you wish to receive a copy of this policy or register a complaint about our service, please write to the address above.

If you are dissatisfied with Employer For Childcare Trading Limited's response, your complaint can be escalated to the CVPA.

\* Please refer to the Employer Guide to Salary Sacrifice (Scheme Rules).