

# Terms and Conditions for Employers

## TERMS AND CONDITIONS FOR EMPLOYERS

The childcare account scheme is offered to you by The Childcare Account Ltd and is administered by The Childcare Account Ltd (referred to as "we" and "us" below), subject to the following terms and conditions. You should not register for the scheme unless you agree to be bound by them.

You should be aware that our contract to make the childcare account service available to your employees is with you as the employer of the relevant Parent/Guardian. Any existing contractual arrangements that you have in place with the relevant Parent/Guardian shall continue and be unaffected by participation in this scheme.

### Changes to Terms and Conditions

The terms and conditions of the childcare account scheme may be revised from time to time at our discretion. You can see an up-to-date version at any time by visiting our web site at [www.childcareaccount.co.uk](http://www.childcareaccount.co.uk) or contacting our Information Line on 0845 607126 to request a copy.

All parties shall bear their own costs on implementation of any administrative changes to the scheme.

### For Use with Authorised Carers Only

The childcare account scheme is a tax efficient employee benefit enabling participating parents to save tax and national insurance on the payments that they make to registered and/or approved childcare providers. In order to comply with Inland Revenue rules, such payments can only be made on a tax efficient basis where payments are made to Registered or Approved carers.

### Account Operation and Employer ID No.

As part of the registration process you will be required to supply us with certain information including payroll date and your bank account details. You should ensure that the information that you provide is accurate and up-to-date. You can make changes to the details via the Information Line or the childcare account website. For identification purposes, we will ask you to provide us with a security password. You must maintain the confidentiality of your password. If your details are not accurate, the speed and effectiveness of the scheme will be affected. Changes that you make to your information will take effect immediately.

We will also supply you with a unique employer ID so that you can check payments that have been made to the childcare account. You must maintain the confidentiality of your employer ID. If you believe that your ID may have become compromised you should contact us as soon as possible and (subject to security checks) we will allocate a new one to you. **We will not be responsible to you if there is unauthorised access to your account and/or unauthorised account activity as a result of your password and/or your employer ID becoming compromised unless the compromise is our fault.**

You agree to notify us immediately upon your becoming aware of any unauthorised use of your account or any other breach of security.

### Employer Obligations

- The employer agrees to pay the annual service charge on presentation of our invoice. Payment terms of 30 days from date of invoice shall apply.
- It is the employer's responsibility to
  - ensure that employees meet the criteria for participation in the childcare account scheme. Any changes in ineligibility or employment status must be immediately reported to The Childcare Account Ltd.
  - comply with all employment, tax and other relevant legislation in relation to salary sacrifice and the childcare account scheme.
  - Notify The Childcare Account Ltd of any employee who has left the scheme.
- By participating in the scheme the employer shall pay to The Childcare Account Ltd the amount due to an employees childcare provider(s) on the same day as the payroll run each month.

- If you believe that any information we hold about you is incorrect or incomplete, please update your details by writing to us.

### Error in Payments

If you become aware of any error in the payments you have made (or if you have not made any payment for whatever reason) you undertake to advise us **immediately**, giving full details of the incorrect transaction(s).

- If the discrepancy has arisen due to an error on our part, we will pay to you the balance of the monies due to you within seven days of the error coming to our attention.
- If we have paid monies to you in error, you will repay the amount owed to us within seven days of the error being notified to you.
- If the discrepancy arises from the Parent/Guardian having provided us with incorrect information, we will investigate the discrepancy and report our findings to you as quickly as we are reasonably able. Any payment that we resolve is due to you will be made within seven days of the conclusion of our investigation.

The parent will remain responsible at all times for all sums that are properly due and payable to their childcare provider under the childcare account scheme, or under any pre-existing contractual arrangements **BUT PLEASE NOTE**;

You must notify all claims for errors in payment to us within six weeks of the error. If you fail to notify us of the error within this six weeks period you accept that the payments that you have made are correct and we will no longer be responsible to you for the error. We reserve the right to deal with any enquiry after this date at our sole discretion.

### Monitoring for Compliance

The Childcare Account Ltd has no obligation to monitor the scheme or any user's use thereof. However, we reserve the right at all times to monitor your use of the scheme to ensure compliance with these terms and conditions. We also reserve the right to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

### Termination of Membership

Any party may terminate this agreement if any other party commits a material or persistent breach of the terms and conditions of this agreement. Termination will also apply if any party becomes bankrupt, unable to pay their or its debts as they fall due, calls a meeting of his creditors with a view to entering into or enters into any composition or arrangement with his or where the other is a company, if any resolution or petition to wind up the company (other than for the purposes of amalgamation or reconstruction without insolvency approved in writing by the other) or for the appointment of an administrator shall be passed or if an administrator, and administrative receiver or a receiver of the company's undertaking, property or assets or any part thereof shall be appointed.

### Your Information

We will ask you to give us certain information when you use the scheme, either by post, on the telephone or via the web site. This information will include your name, postal address, bank details, telephone numbers and security identifiers etc. You should have this information and your account details ready whenever you contact us.

### Intellectual Property Rights

The Childcare Account Ltd owns Intellectual Property Rights in and arising out of the childcare account scheme. It is a condition of the agreement that the employer shall not make any claim over those rights and that all use of the 'childcare account' trade mark by the employer shall be for the sole benefit of The Childcare Account Ltd and any goodwill accruing to the employer arising from its use of the trade mark (but no greater or other goodwill) shall accrue to and be held in trust for The Childcare Account Ltd, which goodwill the employer agree to assign to The Childcare Account Ltd at its request at any time.

By agreeing to the terms and conditions of the scheme The Childcare Account Ltd grants the employer for the duration of this agreement:

- A non-exclusive royalty-free licence to use the trade mark solely for the purpose of promoting and operating the childcare account scheme provided it is used in the form stipulated by The Childcare Account Ltd.
- The right to refer to itself as a "member of the childcare account scheme."

We will endeavour to avoid duplication of data recording your participation in the scheme. Any parents, who register for the scheme and provide your specific postcode within their Carer details, will be supplied with the full name of any registered Carer that matches the data given. This is in order to identify the precise Carer to whom payment should be made.

**We may pass your information to others:**

We may provide other companies, such as advertisers, with statistical information about the utilisation of the scheme, but we do not provide them with information, which can be used to identify any individual user.

**We may pass your details to:**

- our professional advisers for the purpose of obtaining professional advice; and
- to our third part agents who assist us with the administration of the Scheme

We may also use your information for direct marketing other products and services that may be of interest to you. You can choose to restrict the use of your personal information for these direct marketing purposes. Whenever you are asked to fill in a form, look out for the box that you can tick to say that you do not want the information to be used by anybody for direct marketing purposes.

If you have previously not objected to us using your personal information for direct marketing purposes, you can change your mind at any time by writing to us:

**Data Protection Officer, The Childcare Account Ltd, 233 Park Road, Great Sankey, Warrington, WA5 3PH.**

**Your Right to Information**

Under the Data Protection Act 1998 you may request details of personal information that we hold about you. A fee will be payable if you want to make a request, please write to us at the address above marked F.A.O. Data Protection Officer.

**Telephone Conversations and Internet Use**

For quality control and training purposes, we may record your telephone conversations or monitor your Internet use with us.

**Internet**

You are responsible for the costs and quality of your Internet connection to the scheme.

**Where you contact us via the Internet, you agree not to do any of the following:**

- Interfere with or disrupt networks connected to the scheme or violate the regulations, policies or procedures of such networks.
- Attempt to gain unauthorised access to the scheme, other accounts, computer systems or networks connected to the Scheme through password mining or any other means.
- Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data.

Your access to the scheme may occasionally be temporarily interrupted or otherwise restricted to allow for repairs, maintenance of the introduction of new facilities or services. We will always try to post on the site advance notice of periods when the scheme will not be accessible by the Internet. Whatever the cause of any interruption we will attempt to restore the site access as soon as reasonable.

We reserve the right to withdraw our web site at any time without prior notice.

Our web site may contain links that make it easy for you to visit other sites, which might be of interest to you. If you use the links to leave our web site and visit a site operated by somebody else, you should note that we do not have any control over that web site. Accordingly, we cannot be responsible for the protection and privacy of any information, which you provide while visiting such sites. You should exercise caution and look at the privacy statement applicable to the web site in question.

Our website privacy policy applies to this scheme. You should read this when accessing the site.

**Website Security**

The padlock symbol you can see at the bottom of your browser screen is proof that you can use the childcare account site in total security. All the information you enter on this site is encrypted, making it virtually impossible for it to be intercepted by anyone as it is sent over the Internet.

**VAT**

All monetary amounts stated under this agreement are exclusive of any Value Added Tax, which (if chargeable) shall be paid at the rate and in the manner prescribed by law from time to time.

**Events Outside our Control**

Third party equipment and Service Providers.

We can accept no liability for loss resulting from a cause over which we have no direct control, including but not limited to, the failure of any third party equipment or service (e.g. Internet service providers, telecom service providers).

**Force Majeure**

We cannot be responsible to you, for any loss or damage which may be suffered due to any cause beyond our reasonable control including, but without limitation, any act of God, weather, failure or shortage of power supplies, flood, drought, lightening or fire, strike, lockout, trade dispute or other labour disturbance (not our own labour dispute) or any other technical problems beyond our control.

**Limit of our Liability to You**

It is expressly agreed between us that our liability for any damages arising out of the provision of the services under the childcare account scheme to you, whether caused by negligence of our employees or contractors or otherwise, shall be limited to actual damage but in no event shall exceed £1,000,000. This limit shall not apply to our liability for death or personal injury caused by our negligence.

**Our Right to Transfer**

We may at any time assign to any third party, without your consent, all or part of our obligations to provide and operate the scheme under our Agreement with you.

**Governing Law**

English law governs this agreement and the parties agree to submit to the exclusive jurisdiction of the English courts.

