

Terms and Conditions for Parents/Guardians

TERMS AND CONDITIONS FOR PARENTS/GUARDIANS

The childcare account scheme is offered to you, and administered by The Childcare Account Ltd (referred to as "we" and "us" below) on behalf of your Employer.

Participation in the Scheme

The childcare account scheme is offered to you subject to the following terms and conditions. You should not register for the scheme unless you agree to be bound by them. You must be eligible to participate in this scheme according to your Employer's scheme rules. This scheme is available to you only via your Employer.

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 or contacting our Information Line on 0845 607126 to request a copy.

Changes to Your Remuneration Package*

You agree with your employer that for a specified period your remuneration and benefits package will be revised. Your revised package (together with any other contractual benefits to which you are entitled) will be a reduced level of cash pay plus the benefits of the childcare account scheme.

Your employer will make available an amount ("the benefit amount") that will be held by us and used to make payments to your nominated carer(s).

The scheme will continue until the next review date. Should your circumstances change prior to that date such that membership of the scheme is no longer beneficial, your employer will give due consideration to withdrawing the benefit from an earlier date and compensating you via an adjustment to your base salary. It must be emphasised however, that this is a contractual issue between you and your employer, and we can accept no responsibility in this matter.

Upon cessation of the scheme, any monies paid to us in respect of your membership, which have not been applied in payments to your nominated Carer(s), will be returned to your Employer.

For Use with Authorised Carers Only

You accept that you cannot utilise the childcare account scheme to make payments to your spouse, partner or to a relative, unless that relative is a Registered Childminder caring for other children as well as your own.

You undertake that each Carer nominated by you to participate in the scheme will be either Registered or Approved, as defined in the scheme information. If at any stage it transpires that your carer(s) is neither Registered nor Approved, then you will be liable to repay to the Inland Revenue or your employer any tax and national insurance payments that fall due in respect of monies received into your childcare account.

All pre-existing contractual arrangements that you have in place with carers at the time of agreeing to enter the childcare account scheme will remain in force and unaffected by your participation herein.

In the event that you become aware that your nominated Carer is no longer authorised to provide childcare it is your responsibility to advise the childcare account immediately and no further payments will be made to that Carer. Should we independently become aware, or suspect, that the Carer is no longer authorised to provide childcare we reserve the right to make no further payments to that Carer. We will notify you as soon as possible if no further payment is to be made to that Carer.

Parent/Guardian Obligations

- The choice of childcare provider is the responsibility of individual parents/guardians.
- Parents/guardians should satisfy themselves with the quality, ability and standards of their chosen childcare provider.
- At all times it is your responsibility to ensure at all times that you meet your employer's criteria for participation in the childcare account scheme.

After a Confirmatory Transaction Has Been Allocated

You accept that once you have advised us to make a payment to a nominated Carer and a confirmatory transaction code has been allocated, the instruction cannot be withdrawn.

You may provide a confirmation of payment to a nominated Carer only once a confirmatory transaction code has been allocated indicating that a valid payment has been made to him/her under the childcare account scheme, and in no other circumstances whatsoever.

Membership Details and PIN No.

You must maintain the confidentiality of your PIN. If you believe that your PIN may have become compromised you should contact us as soon as possible and (subject to security checks) we will allocate a new PIN to you. **We will not be responsible to you or your carer(s) if there is unauthorised access or unauthorised activity as a result of your PIN or password becoming compromised unless the compromise is our fault.**

You agree to notify us immediately upon your coming aware of any unauthorised use of the childcare account facility or any other breach of security.

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 may disclose any suspected non-compliance with these terms and conditions by you to your Employer. 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 By Your Employer:

Your membership will automatically terminate at the end of the period for which you have agreed to participate in the scheme if you/your Employer does not notify us in accordance with your employer's scheme rules.

By Us:

- If we have reasonable cause to believe that you are failing to observe the terms and conditions of the scheme, the childcare account reserves the right to cancel your membership and notify your Employer accordingly.
- If you cease to be employed by your Employer then your membership of the childcare account scheme will terminate subject to your Employer's scheme rules. You must notify us immediately if at any time you:
 - give notice to your Employer to terminate your employment; or
 - (if earlier) you cease to be employed by your Employer.
- We may withdraw the scheme immediately upon written notice to you in the following circumstances:
 - in the event that your Employer no longer wishes to make the scheme available to its employees;
 - if there is a change in legislation, which adversely affects the tax and/or National Insurance treatment of, scheme benefits.

Monies outstanding on Cancellation or Termination

Upon cessation of membership in accordance with these terms and conditions (irrespective of whether this arises due to your cancellation, non-renewal or as a result of termination by us), any monies paid to us in respect of your membership, which have not been applied in payments to nominated Carers, will belong to your Employer. However, if your Employer's scheme rules permit, you will continue to utilise any outstanding balance to pay your nominated Carers.

Processing Payments and Changes to Your Information

An order for payment received by 3pm on any working day will be processed within 24 hours. Payment will be made via BACS in line with the Bank's normal transaction timescales. We reserve the right, from time to time, to alter processing times to suit our operational needs.

You should ensure that the information that you provide is accurate and up-to-date. You can make changes to the details, remove or add more details at any time via the information line or the childcare account website. 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 you notify us of the changes.

In the event that your nominated Carer(s) no longer wish(es) to participate in the scheme, you must notify your Employer and us immediately.

Once you have nominated a Carer for this scheme and that Carer has registered to participate, all payments due to the Carer from you must be properly and accurately notified to us.

*Applies in the case of flexible benefits schemes and salary sacrifice schemes only.

If we receive notice from any Carer that our payment instruction received from you is inaccurate or a payment instruction has not been received from you, when payment is due, we will use reasonable endeavours to investigate this with you. You will provide us with all assistance necessary to determine the correct payment due to the Carer. Ultimate responsibility for all amounts properly payable to your Carers remains with you at all times.

Should, however, a Court of Law or we conclude that further payment is due to the Carer, we reserve the right to make the payment to the Carer. We will be entitled to recover this payment from either:

- the amount that your Employer makes available to us to make payments to your nominated Carers; or
- an additional amount claimed from your Employer to cover this additional payment; or
- from you.

Sums paid in respect of inaccurate payment instruction or failure to make a payment instruction, may in some circumstances, be payable after cessation of your employment with your Employer. You will be liable to your Employer for any monies paid under these provisions in accordance with your contractual terms of engagement.

Regular and Recurring Payment Facility

If you set up a regular or recurring payment instruction, payments will only be made to your carers if there are sufficient funds available in your childcare account on the date that the payment(s) are due to be paid. If there are insufficient funds available, then you will receive an e-mail notification from us advising that the payment could not be made. The notification will be sent to the last known e-mail address provided by you. We will not represent unpaid amounts.

We accept no liability in respect of the non-payment due to insufficient funds being available. In all cases you will be responsible for separately authorising us to pay the 'missed' payment to your Carer.

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, telephone numbers and security identifiers etc. You should have this information and your membership details ready whenever you contact us.

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 that can be used to identify any individual user.

We may pass your details to:

- our professional advisers for the purpose of obtaining professional advice;
- to our third party agents who assist us with the operation of the Scheme;
- your Employer

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.

Keep Your Information Up to Date

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

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 or 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 that 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 that 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.

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, lightning 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 services under the childcare account scheme to you, whether caused by negligence of our employees or contractors or otherwise, shall be limited to actual damages 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

This agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

