# **Sodexo Agreement – Terms and Conditions**

- 1. Terms and conditions of your employment that are not related to your salary sacrifice arrangements are not affected by this Agreement. This Agreement is not a comprehensive document setting out your duties and responsibilities as an employee, but is limited to the terms and conditions which govern your alary sacrifice arrangements. You will have other terms and conditions of employment as part of your employment contract with your employer (whether or not these are in writing). If you have any queries about your employment contract, please check your Human Resources department for further information.
- 2. The Agreement is between the company, as identified on the Salary Sacrifice Agreement (hereby referred to as 'us', 'our' or 'we') and the working parent who is employed by us (hereby referred to as 'you') and covers the provision of childcare vouchers as a non-taxable staff benefit. For the purposes of this agreement the term "parent" shall refer to the mother, father, adoptive parents or legal guardian of a child under the age of 18 or any other person that is or may become eligible to participate in the child care vouchers scheme and that has parental responsibility for a child, as defined in the relevant legislation run by the company in exchange for sacrifice of an element of the salary to which you would otherwise be entitled.
- 3. We have instructed Sodexo Motivation Solutions UK Ltd ("Sodexo Motivation Solutions UK Ltd") to administer the childcare voucher scheme on our behalf.
- 4. Before entering into this Agreement, you would have been entitled to receive the original salary, (referred to as the "Notional Salary") paid weekly, fortnightly or monthly according to your employment contract.
- 5. As a consequence of entering into this Agreement you will be entitled to receive the adjusted salary (referred to as the "New Salary") and childcare vouchers in accordance with the same pay period as set out in your employment contract.
- 6. The difference between the Notional Salary and the New Salary is equivalent to the total gross salary sacrifice as outlined in the Agreement. Appropriate deductions and returns will be made to the HM Revenue & Customs (HMRC), in respect of the New Salary and vouchers.
- 7. You will receive the annual voucher value periodically according to the Agreement. Your New Salary will continue to be payable in arrears as established in your contract of employment.
- 8. The Agreement shall take effect on the date of this Agreement. It is your responsibility to ensure that your chosen child carer has entered into an affiliation agreement with Sodexo Motivation Solutions UK Ltd before attempting to spend the vouchers.
- 9. You may use the vouchers for your child's childcare provision only. The vouchers cannot be exchanged, refunded for cash, given or sold to a third party. Any attempt to do so will constitute tax evasion.
- 10. This Agreement shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction to determine any disputes which may arise out of, under or in connection with this Agreement.
- 11. Sodexo Motivation Solutions UK Ltd is entitled to enforce the terms of this Agreement and its consent to any variation of this Agreement is required. Subject to this, no person who is not a party to this Agreement shall have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

12. If you feel that Sodexo Motivation Solutions UK Ltd has not acted fairly or in accordance with the terms of this Agreement, you may submit a complaint to Sodexo Motivation Solutions UK Ltd. Sodexo Motivation Solutions UK Ltd will process this complaint in accordance with its own internal complaint handling policy and in accordance with the requirements of the Childcare Vouchers Providers Association.

### Changes to this agreement

- 13. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected. If a provision of this Agreement (or part of any provision) is found illegal, invalid, or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 14. You may terminate this Agreement on giving both us and Sodexo Motivation Solutions UK Ltd no less than thirty [30] days written notice.
- 15. We can terminate this Agreement by giving a shorter period of written notice if our contract with Sodexo Motivation Solutions UK Ltd is terminated by reason of a Regulatory Change. A "Regulatory Change" for these purposes occurs if any law applicable to Sodexo Motivation Solutions UK Ltd's products and services to be provided under this Agreement changes, or is repealed or amended in any way which materially affects the basis on which Sodexo Motivation Solutions UK Ltd offers these products and services to us. In these circumstances, we may also seek to vary the Agreement with you, if our contract with Sodexo Motivation Solutions UK Ltd is modified. Sodexo Motivation Solutions UK Ltd will honour the redemption of vouchers which were issued to you before the date of termination in circumstances described in this clause.
- 16. You may leave and rejoin the scheme for any reason, however you must take into account the timescales involved. For example, if you decide to rejoin the scheme you will not receive your vouchers until the month after you rejoin.
- 17. In addition, we may terminate this Agreement immediately if you commit a material breach of the provisions of this Agreement. We will also terminate the Agreement without notice if the effect of the Agreement would be to bring your New Salary below the National Minimum Wage or where you are in receipt of statutory payments including but not limited to Statutory Sick Pay.
- 18. If you take childcare vouchers when your Statutory Maternity Pay (SMP) or Statutory Adoption Pay (SAP) is being calculated then your SMP/SAP may be affected. You may choose to come off the scheme during the period in which your SMP/SAP is being calculated and then rejoin the scheme afterwards. If you are taking childcare vouchers at the point at which you go on maternity/ adoption leave and in receipt of contractual maternity/adoption pay, then your salary sacrifice can continue (at the same level) until you revert to SMP/SAP where your vouchers will be provided by the company until the end of additional maternity/adoption leave (AML/AAL).
- 19. In the event that you leave our employment, the annual voucher value will be apportioned to the date of leaving. An adjustment will then be made in the final month whereby any outstanding vouchers will be given or any excess vouchers recovered from net pay. For the purposes of the Employment Rights Act 1996, you authorize any deduction to your salary to recover the value of any excess vouchers as at your date of leaving.

## Your childcare provision

20. You can join the scheme without having a registered carer, and you can start collecting or saving up vouchers. However, in order to spend your vouchers you will have to provide Sodexo Motivation

Solutions UK Ltd with the details of the registered carer you wish to use the vouchers with. Please note that vouchers have an expiry date, as described in clause 23 below.

21. In choosing your child carer please note that Sodexo Motivation Solutions UK Ltd, in accordance with HMRC guidelines, requests that child carers provide (where applicable) a Regulatory Body Registration or Approval Certificate (as at the date of their application for affiliation) but does not make any further checks on the carers. The affiliation of any carer to the childcare scheme does not mean that we or Sodexo Motivation Solutions UK Ltd in any way recommend the carer. It is entirely your responsibility to select an appropriate and reputable child carer. Neither we nor Sodexo Motivation Solutions UK Ltd will under any circumstances be liable for any acts or omissions of the childcare service providers.

#### The childcare voucher scheme

- 22. Please note that the childcare voucher scheme is run in paper and e-vouchers. We may have opted for a scheme which allows you to select between these types of vouchers, or one where you are only permitted to use the e-voucher system. Either we or Sodexo Motivation Solutions UK Ltd will notify you of the manner in which you may request vouchers.
- 23. If any vouchers are not received within five working days of the agreed delivery date, you must notify Sodexo Motivation Solutions UK Ltd as soon as practicable and confirm by email or telephone. Sodexo Motivation Solutions UK Ltd will cancel any vouchers notified to it as not delivered and will notify the child carer(s) nominated by you not to accept those vouchers. Replacement vouchers will then be issued, as appropriate to you as soon as possible. Sodexo Motivation Solutions UK Ltd will not accept liability for (or replace) any non-delivery or short delivery unless notified to Sodexo Motivation Solutions UK Ltd as provided in this clause.
- 24. Vouchers are issued in batches and have an expiry date of between 12 18 months from the date of issue.
- 25. Sodexo Motivation Solutions UK Ltd will use reasonable endeavours to notify you in advance of vouchers expiring. However, if the vouchers are allowed to expire before they are used they will lapse and will not be replaced by us or Sodexo Motivation Solutions UK Ltd irrespective of whether or not you have been reminded of the expiry date.
- 26. It takes approximately 4 working days to process a voucher payment to a child carer subject to sufficient funds being available.
- 27. Sodexo Motivation Solutions UK Ltd will take reasonable care to ensure that you receive your vouchers on or around the agreed delivery date. However, time is not of the essence in delivery and delivery dates are estimates only.

#### **E-vouchers**

- 28. E-vouchers will be credited to your own dedicated childcare voucher account. You will not share access to your dedicated childcare voucher account with any third party. If you do so, this will be a material breach of the Agreement.
- 29. E-vouchers can be used as direct payment to your child carer by you accessing your internet account and arranging payment, either by using the regular payment option or making individual payments.
- 30. Should the payment date specified fall on a weekend or bank holiday, Sodexo Motivation Solutions UK Ltd will automatically pay the child carer on the working day prior to the weekend or bank holiday.

- 31. Sodexo Motivation Solutions UK Ltd can arrange payment on your behalf by telephone in exceptional circumstances.
- 32. All paper vouchers will be posted to you at your home address or such other address that you notify to Sodexo Motivation Solutions UK Ltd.
- 33. Paper vouchers can be used as payment by giving them to the child carer.
- 34. Each paper voucher will have a unique reference number and bear your name.
- 35. To obtain payment your carer needs to redeem the paper voucher online, by phone or by post.
- 36. Risk of loss or damage to the paper vouchers will remain with Sodexo Motivation Solutions UK Ltd until delivery to you at which point the liability passes to you.

## **Your personal details and Data Protection Act**

- 37. To be able to administer the scheme Sodexo Motivation Solutions UK Ltd will need to capture and store personal details (referred to as "Data"). We will therefore pass your Data to Sodexo Motivation Solutions UK Ltd for the purposes of enabling it to provide the vouchers to you in accordance with this agreement and for the purposes of performing its obligations to us. This includes the provision of vouchers and information about the scheme in the form of phone calls, emails, newsletters and letters.
- 38. Sodexo Motivation Solutions UK Ltd adheres to the Data Protection Act and shall maintain, through the term of this Agreement, reasonably appropriate technical and organisational measures to safeguard against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Data.