

This Agreement – Terms and Conditions

1. In this agreement, including these terms and conditions, Sodexo Motivation Solutions UK Ltd (trading under Sodexo Benefits and Rewards Services) is referred to as "Sodexo".
2. Sodexo has arrangements with various clients to issue childcare vouchers to their employees who are working parents.
3. By registering with Sodexo you agree to accept such vouchers in exchange for the provision of childcare services, subject to reimbursement by Sodexo.
4. These terms and conditions and the front sheet to these terms and conditions ("Front Sheet") set out the entire agreement between Sodexo and the Childcare Provider (as identified on the Front Sheet) to the exclusion of all other terms. These terms and conditions and the Front Sheet shall together be referred to as the "Agreement". No additions to or variations of this agreement shall have effect unless expressly agreed in writing by Sodexo. Only Sodexo and the Childcare Provider (and neither the employee recipient of the voucher nor Sodexo's clients) may enforce this Agreement.
5. This Agreement will come into force on the date of counter signature by Sodexo as shown on the Front Sheet.
6. Neither party will be liable for any breach of these terms and conditions, caused by circumstances beyond their reasonable control.
7. No vouchers will be processed by Sodexo and no payment made to you unless and until the Front Sheet has been executed by the parties and a copy of the Childcare Provider's regulatory body certificate has been provided for Sodexo.
8. The Childcare Provider must provide for Sodexo a copy of its Regulatory body certificate when returning this Agreement.
9. The Childcare Provider will indemnify Sodexo from and against all claims, costs, expenses, liabilities, damages or losses incurred or suffered by Sodexo arising directly or indirectly as a result of or in connection with any act or omission of the Childcare Provider or its employees, agents or subcontractors in connection with the provision of childcare services or performance of this Agreement.
10. Either party may terminate this Agreement immediately if the other becomes insolvent or commits a material breach of this Agreement which in the case of any breach capable of remedy is not remedied within thirty [30] days' of written notice requiring such remedy. Otherwise, either party wishing to terminate this Agreement may at any time give to the other no less than sixty [60] days' written notice.
11. Sodexo will redeem the vouchers received by the Childcare Provider subject to compliance by the Childcare Provider with these Terms & Conditions.
12. 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.
17. All instructions to process vouchers received will be entered onto the Childcare Provider's account on the day of receipt or if this is not possible, on the next working day. Sodexo will then instruct BACS to make payment to the Childcare Provider on the next working day. Sodexo shall not be liable for any failure or delay by BACS to remit payment.
18. If Sodexo informs the Childcare Provider that certain vouchers are stolen, fraudulent or otherwise invalid, the Childcare Provider should not accept such vouchers and Sodexo will not be liable to the Childcare Provider for redemption of such vouchers.

E-vouchers

19. E-vouchers will be redeemed by the employee accessing his/her internet account and arranging payment directly to your bank account. Sodexo shall have no liability to the Childcare Provider for sums owed by the employee for the provision of childcare services paid for in this way.

Your personal details and Data Protection Act

20. To be able to administer the scheme Sodexo will need to capture and store personal details (referred to as "Data"). This includes the provision of reimbursement for the vouchers the Childcare Provider accepts, as well as information about the scheme in the form of phone calls, emails, newsletters and letters.
21. Sodexo adheres to the Data Protection Act and all Data will be treated as confidential.
22. In addition, unless notified by the Childcare Provider, Sodexo may use the Data for the purposes of providing the Childcare Provider with information about its other similar products and services, which includes but is not limited to, multi-retail gift vouchers, incentives and discount services. No, I do not want to receive this information (opt-out)

The Childcare Voucher Service

13. Sodexo provides two types of childcare vouchers, e-vouchers and paper.
14. Childcare vouchers may only be accepted by the Childcare Provider in exchange for childcare services. Vouchers must not be exchanged for cash or change given and any attempt to do so will constitute tax evasion. All vouchers must be presented or redeemed by the person named on the voucher or to whom the e-voucher was credited. The value of a voucher is expressed on the face of the voucher or otherwise indicated on the e-voucher remittance (or paper voucher remittance) sent to an employee.
15. The Childcare Provider shall not charge the employee presenting the voucher a handling fee for accepting the voucher.
16. It takes 4 working days to process a voucher payment to a Childcare Provider subject to sufficient funds being available.

Office Address: Avalon House, Breckland, Linford Wood,
Milton Keynes, MK14 6LD
Tel: 0800 328 7411
Email: customercare.engage.uk@sodexo.com
Registered Address: Sodexo Motivation Solutions UK Ltd,
Avalon House, Breckland, Linford Wood, Milton Keynes,
MK14 6LD
Company Registered Number: 2680629

Childcare Vouchers by *sodexo*

CVPA
CHILD-CARE VOUCHER PROVIDERS ASSOCIATION