

Armed Forces Salary Sacrifice Agreement

Please complete all sections accurately in block capitals, please also ensure all zeros are written with a strikethrough (Ø). Please note failure to do so may delay your voucher order.

Title First Name Surname

E-mail* Service No. National Insurance No.

*Mandatory for e-voucher users

How did you hear about the scheme?

Child's/Children's Name(s)	Your relationship to child/children	Registered Disabled? (Yes/No)	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Correspondence Address

This is the address where your paper vouchers and other information will be sent

Country Postcode/BFPO

Contact Tel No. 1* Contact Tel No. 2*

*Include full country code

Date of Birth Password/Memorable Word

Voucher Details

Please fill in the amount required per month £ Start month

(Minimum £30. For the maximum allowance for your tax band please refer to the parent information brochure)

Please fill in month of first salary sacrifice or 'asap'.

Voucher Type E-vouchers Paper vouchers*

* If you are based overseas, we strongly recommend that you consider the use of e-vouchers in order to avoid any postal delays

Carer Details

If your carer already accepts vouchers enter carer account No.

Organisation name Contact name

Correspondence Address

Country Postcode/BFPO

Contact Tel No. 1* Contact Tel No. 2*

*Include full country code

*Include full country code

Email (Used to advise of payments being made)

Please record the details of further carers on a separate sheet.

Declaration I have read the terms and conditions overleaf and am in agreement.

By signing below you agree to the variation in terms and conditions of your employment described in the Salary Sacrifice Agreement (reverse side) and you agree to abide by the conditions of the Salary Sacrifice Agreement. You hereby authorise the MOD to reduce your salary accordingly and in the event of leaving its employment you authorise the MOD to adjust any excess or outstanding vouchers from your final salary.

Signed Date

This Agreement - Terms and Conditions

1. The Salary Sacrifice Agreement (referred to as the "Agreement") comprises the terms and conditions of your salary sacrifice arrangements. The Agreement is a variation of your terms and conditions of service.
2. The Agreement is between the MOD (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.
3. We have instructed Sodexo Motivation Solutions (Sodexo) to administer the childcare voucher scheme on our behalf.
4. Before entering into this Agreement, you would have been entitled to receive the original cash salary (referred to as the "Notional Salary") paid monthly in arrears as established in your terms and conditions of service.
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 established in your terms and conditions of service.
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 monthly according to the Agreement. Your New Salary will continue to be payable monthly in arrears as established in your terms and conditions of service.
8. The Agreement shall take effect on the the date of this Agreement. It is your responsibility to ensure that your chosen child carer has entered into an affiliation agreement with Sodexo 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.
19. In choosing your childcarer please note that Sodexo, in accordance with HMRC guidelines, requires that childcarers provide a current Regulatory Body Registration 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 in any way recommend the carer. It is entirely your responsibility to select an appropriate and reputable childcarer. We will not under any circumstances be liable for any acts or omissions of the childcare service providers as a result of this Agreement.

The childcare voucher scheme

20. We have opted for a childcare voucher scheme whereby you can select between paper and e-vouchers.
21. If any vouchers are not received within five working days of the agreed delivery date, you must notify Sodexo as soon as practicable and confirm by email or telephone. Sodexo will cancel any vouchers notified to it as not delivered and will notify the childcarer(s) nominated by you not to accept those vouchers. Replacement vouchers will then be issued, as appropriate to you as soon as possible. Sodexo will not accept liability for (or replace) any non-delivery or short delivery unless notified to Sodexo as provided in this clause.
22. Vouchers are issued in batches and have an expiry date of between 15 – 18 months from the date of issue.
23. Refunds of vouchers are subject to the relevant tax and National Insurance deductions. If you choose to save up the vouchers and then request a refund, you must bear in mind that with the refund of vouchers on top of your monthly salary, your salary could go over the higher tax bracket which could result in you paying more tax than usual. Requests for refunds on vouchers funded by the Department during SML will be reclaimed by the Department.
24. Sodexo will endeavour 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.
25. It takes 4 working days to process a voucher payment to a childcarer.

Changes to this agreement

11. You may terminate or amend this Agreement on giving Sodexo no less than thirty [30] days written notice.
12. We can terminate this Agreement at any time on giving you no less than sixty [60] days written notice.
13. 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.
14. 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 such as Statutory Sick Pay. This does not apply during unpaid statutory parental leave.
15. You may join the scheme whilst on maternity leave whether it is contractual or statutory maternity leave.
16. 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 until you revert to SMP/SAP where your vouchers will be provided by the Armed Forces until the end of additional maternity/ adoption leave (AML/AAL). You can change the amount of vouchers you receive whilst on contractual maternity/ adoption pay or SMP/ SAP. If you are not eligible for contractual maternity/ adoption pay, your vouchers will continue to be provided by the Armed Forces during maternity/ adoption leave – up to 52 weeks.
17. In the event that you leave the Armed Forces, salary sacrifice will cease in the last month of employment.

Your childcare provision

18. 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 with the details of the registered carer you wish to use the vouchers with.

E-vouchers

26. E-vouchers will be credited to your own dedicated childcare voucher account.
27. E-vouchers can be used as direct payment to your childcarer by you accessing your internet account and arranging payment, either by using the regular payment option or making individual payments.
28. Should the payment date specified fall on a weekend or bank holiday, Sodexo will automatically pay the childcarer on the working day prior to the weekend or bank holiday.
29. Sodexo can arrange payment on your behalf by telephone in exceptional circumstances.

Paper vouchers

30. All paper vouchers will be posted to you at your home address or such other address that you notify to Sodexo.
31. Paper vouchers can be used as payment by giving them to the childcarer.
32. Each paper voucher will have a unique reference number and bear your name.
33. To obtain payment your carer needs to redeem the paper voucher, by phone, e-mail, or post.
34. Risk of loss or damage to the paper vouchers will remain with Sodexo until delivery to you at which point the liability passes to you.

Your personal details and Data Protection Act

35. To be able to administer the scheme Sodexo will need to capture and store personal details (referred to as "Data"). We will therefore pass your Data to Sodexo solely 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, e-mails, newsletters and letters.
36. Sodexo adheres to the Data Protection Act and all Data will be treated as confidential.
37. Sodexo would like to provide you with information and news related to your childcare voucher scheme. If you would like to receive this information, please tick this box.
38. The Terms and Conditions of this Agreement are subject to change, for the latest versions refer to www.MODchildcare.co.uk

Office Address: Unit 5 Albany Court, Albany Business Park, Frimley Road, Camberley GU16 7QR

Registered Address: Sodexo Motivation Solutions UK Ltd., One Southampton Row, London, WC1B 5HA

Company Registered Number: 2680629



MINISTRY OF DEFENCE

In partnership
with:

sodexo