

The Unique Childcare Voucher Scheme

Demonstrate your Corporate Social Responsibility
Use Linking Up Childcare Vouchers

A Social Enterprise that supports
Children's Links

A children's Charity Committed to improving the quality of children's life experiences

Linking Up
childcare vouchers

T: 0800 019 4590

E: enquiries@linkingup.org.uk

W: www.linkingup.org.uk



**RF2 Employee / Childcare Provider
Registration Form**

All fields must be complete

Employee Details			
Full Name		Mr/Mrs/Miss/Other	
Address Inc Post Code			
Employer		Amount per month	
Home Tel No		Payroll No	
Work Tel No		E-mail address	
In order for us to send you information and updates of the childcare vouchers scheme please tick here permitting us to do so <input type="checkbox"/>			

Child / Children's Details			
Childs Name 1		Date of Birth	
Childs Name 2		Date of Birth	
Childs Name 3		Date of Birth	
If your child is disabled you are eligible to continue the scheme until the 1 st September following their 16 th birthday. Please tick the box if this applies. <input type="checkbox"/>			

How did you hear about Children's Links' Linking Up vouchers? (Please Tick)			
Colleague <input type="checkbox"/>	Employer <input type="checkbox"/>	Internet <input type="checkbox"/>	Friend/Family <input type="checkbox"/>
Parent/Carer <input type="checkbox"/>	Other please specify		

Childcare Provider			
Company		Tel No	
E-mail address		Local Health and Social Services Board/Nesta No	
Contact name		Position	
Address Inc Post Code			
Bank Address Inc Post Code			
Account No		Sort Code	
Provider signature			

Childcare Voucher Scheme Terms and Conditions and Form RF3

1. Linking Up vouchers are issued to Employers and then redeemed by Employees against the cost of childcare or nursery services provided by Childcarers. Terms concerning the operation of the scheme, each parties' rights & obligations and the general terms and conditions which apply to the vouchers (none of which affect the Employee's statutory rights) are as follows:

Interpretation

2. In this Agreement the following words and phrases shall unless the context otherwise requires ,have the following meanings:
 - (a) "Childcarer" means the person or organisation approved by Linking Up which is employed or engaged by the Employee to care for the child(ren) of the Employee and who or which is legally entitled to care for the child(ren);
 - (b) "Employer" means any person who, or organisation which, purchases Linking Up vouchers and distributes these to Employees;
 - (c) "Intellectual Property Rights" means any patent, trade or service mark (including the Trade Mark), copyright, moral right, design right, registered design, know how or any other intellectual property right or similar right of whatever nature subsisting in any part of the world;
 - (d) "Linking Up " means Linking Up Ltd, Horncastle (Company Number 5830401);
 - (e) "Employee" means any person wishing to redeem Linking Up vouchers against a Childcarer's childcare or nursery service costs;
 - (f) "Trade Mark" means the Linking Up trade mark;
 - (g) "Linking Up vouchers" means the transferable undertaking given by Linking Up (at an agreed monetary value) to pay a Childcarer an amount equivalent to the value of the Linking Up vouchers in return for the provision of childcare services by it to an Employee; the undertaking is given in return for a promise of payment of the agreed monetary value by the Employer together with the agreed commission.
 - (h) "Salary Sacrifice" means where an employee agrees to vary their contract of employment by agreeing to sacrifice part of their salary due under their contract of employment in return for Linking Up vouchers equivalent in value to the Employees salary which is sacrificed.

Operation of the Linking Up Voucher Scheme

3. Linking Up shall:

- (a) on the guarantee of payment by the Employer (which the employer hereby gives), issue Linking Up vouchers at the amount advised to the Employee from time to time;
- (b) inform the Employer each month of the amounts (and any changes) in the value of Linking Up vouchers requested by the Employee and to be paid for by the Employer; and
- (c) invoice the Employer each month for the Linking Up voucher value together with a service charge as agreed
- (d) in consideration of the provision of childcare services to the Employee, pay to the Childcarer an amount equal to the value of Linking Up vouchers notified to it by the Employee within 4 working days of receipt of the relevant cleared funds or as soon as is reasonably practicable thereafter from the Employer;
- (e) provide the Employer with monthly statements relating to the Employers' Linking Up vouchers account and provide reconciliations on request if there is any discrepancy in the statements or payments;
- (f) provide the Employer with a report within 10 working days of written request reporting on the Employer's account
- (g) refund to the Employer any monies in the Employees Linking Up voucher accounts when they exit the Linking Up voucher scheme
- (h) provide a Linking Up voucher helpdesk service open between the hours of 8.30am to 4.30pm Mon to Fri 0800 0194590
- (i) Otherwise administer the Linking Up voucher scheme.

5. The Employee shall:

- (a) Agree the Salary Sacrifice with the Employer and this Agreement will then serve as an amendment to the Employee's Contract of Employment with regard to the Employee's salary which will be reduced by the Salary Sacrifice.
- (b) agree it is at the Employer's discretion to re-instate the Employees salary should the Employee leave the scheme.
- (c) agree with the Employer and the Childcarer the monthly value of Linking Up vouchers to be purchased by the Employer on the Employee's behalf and then inform Linking Up of these details (either in writing or by telephone 0800 0194 590
- (d) promptly advise Linking Up (either in writing or by telephone 0800 0194 590) of any changes in the value of Linking Up vouchers to be purchased by the Employer, their contact details or their Childcarer details;
- (e) commit to the Linking Up vouchers scheme, including the Salary Sacrifice scheme for a period of 12 months. During the 12 month period the Employee will only be able to exit or make amendments to the value of the Linking Up voucher scheme if they have a material lifestyle change (lifestyle changes include maternity, paternity, termination of employment relocation or redundancy).
- (f) at or after the expiration of the 12 month period provide Linking Up and the Employer with one month's written notice to exit the scheme.
- (g) acknowledge in entering in to the Linking Up voucher scheme that it and the Salary Sacrifice could affect other benefits such as, but not limited to SSP, SMP and Working Tax Credits. The Employee accepts and agrees that it is their responsibility to determine and understand the affect on their benefits that entry into the Linking Up vouchers scheme will have. Employees should contact the Inland Revenue helpline (0845 300 3900) to discuss Working Tax Credits.

- (h) The Employee should make enquiries to ensure that the Child-carer complies with all laws and regulations in relation to its activities, that the Child-carer is not prohibited by law from carrying out the activity of childcare, that the Child-carer has been approved by the police and all other relevant authorities to work with children and that the Child-carer has all necessary registrations.
- (i) Any payment due for the provision of Childcare services to the Employee which exceeds the value of Linking Up vouchers (as confirmed by Linking Up) shall be payable by the Employee directly to the Childcarer and Linking Up and the Employer shall not be held liable.
- (j) ensure that at all the relevant times they meet the Employer's criteria for the Linking Up vouchers scheme and supply all information reasonably required by Linking Up to operate the Linking Up voucher scheme.
- (k) safeguard and keep secret the PIN (where available) allocated by Linking Up to the Employee and inform Linking Up immediately if it is disclosed to another person (or if it may have occurred).
- (l) The Employee agrees to be bound by the terms and conditions of the Linking Up voucher scheme as from time to time laid down by the Employer
- (m) The Employee agrees to be bound by the terms and conditions of the Linking Up voucher scheme as from time to time laid down by the Inland Revenue and any other regulatory body. Further, the Employee will indemnify and keep indemnified the Employer against all claims for income tax and/ or national insurance contributions which may arise in relation to the Salary Sacrifice or otherwise in relation to involvement in the childcare voucher scheme.
- (n) The employee agrees to be liable for costs and expenses incurred for incorrect usage of the voucher by them.
- (o) The employee agrees to use the vouchers exclusively with registered or approved carers.

6. The Employer shall:

- (a) ensure that at all relevant times the Employee meets the Employer's criteria for the Linking Up vouchers scheme and promptly informs Linking Up of any changes in the Employee's employment status or any ineligibility for the Linking Up voucher scheme.
- (b) provide such information as is reasonably requested by Linking Up from time to time in relation and operation of the Linking Up voucher scheme and use its best endeavours to ensure that any information supplied is complete, true and accurate;
- (c) pay to Linking Up the amount due to the Childcare provider on the same day as the payroll run each month, along with the agreed commission.
- (d) Promptly inform Children's Links if the value of the Linking Up vouchers advised to it by Linking Up is not agreed.
- (e) Comply with all employment, tax and other relevant legislation.
- (f) E-mail Children's Links to advise of any Employee who has left the Linking Up voucher scheme.
- (g) The Employer agrees that vouchers are paid for at time of order by BACS or cheque by first class post and are not valid until cleared payment is received by Linking Up. The voucher cost is not subject to VAT.
- (h) The employer agrees to inform the Inland Revenue that they are utilising the scheme and gain the appropriate approval.
- (i) The employer agrees to meet the service charge levied by Linking Up at the rate set for the level of service. Provided by Children's Links and these charges are subject to VAT at the applicable rate
- (j) The employer agrees that Linking Up are not liable for any costs and expenses incurred for the misuse of the vouchers and/or incorrect use of the voucher scheme by the Employer.
- (k) The Employer agrees to be liable for costs or expenses incurred from changes made to any vouchers already issued.

7. The Childcarer shall:

- (a) provide such information as requested by Linking Up from time to time in relation to the administration and operation of the Linking Up voucher scheme and use its best endeavours to ensure that any information supplied is complete, true and accurate.
- (b) accept payment for its childcare services by way of Linking Up vouchers but not otherwise deal with Linking Up vouchers or accept them as payment for other goods or services;
- (c) ensure that the value of Linking Up vouchers paid by Linking Up is allocated in its entirety to the cost of childcare provided to the Employee (which may be less than the cost of the childcare);
- (d) keep complete records of transactions involving Linking Up vouchers;
- (e) have and maintain a UK bank account which can receive BACS payments and provide details of the bank account to Linking Up on not less than 14 days notice; and
- (f) raise any administrative queries in writing or by telephoning 0800 0194 590
- (g) The carer agrees to be part of the Linking Up voucher scheme and will adhere to the terms and conditions of qualification and voucher redemption.
- (h) The carer will provide a valid copy of their registration or approval certificate to Linking Up and only then will the carer be able to redeem issued vouchers.
- (i) The carer agrees to accept Linking Up vouchers from parents and employers.
- (j) The carer agrees to be registered or approved by the relevant authority and inform the care user immediately (the parent) if there are changes to the carer registration status.
- (k) Payment is by BACS payment and the carer agrees to provide correct bank details to Linking Up.
- (l) Payment can only be issued to the carer nominated by the care user (parent)
- (m) The carer should not accept any vouchers if their registration or approval has been suspended or removed. In the event of Linking Up not having been informed of the suspension or withdrawal the carer may be liable for the voucher value and any tax penalties that occur.
- (n) Linking Up will not be liable for any expenses or costs incurred by the carer for incorrect use of the e-voucher scheme.

General

8. Changes to the Scheme and Terms

- (a) Administrative changes to the Linking Up voucher scheme may be made by Linking Up from time to time. The parties shall bear their own costs of implementing any administrative changes.
- (b) Linking Up may at its sole discretion, change or modify these terms upon giving 45 days written notice of the same.
- (c) The Employer has the right to terminate the Agreement forthwith if the amendments are unacceptable. In the event that the Employer terminates this Agreement the Employee will immediately cease to be part of the Linking Up voucher scheme.

9. VAT

- (a) 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.

10. Confidentiality & Data Protection

- (a) Each party shall take all the necessary steps to ensure that data or information which comes into possession by virtue of and whilst a member of the Linking Up voucher scheme is treated as confidential information and in particular shall comply with the Data Protection Act 1998 and, if appropriate, shall notify itself under that Act and process such data and information only in so far as is necessary to administer the Linking Up voucher scheme and not use it to compete or to promote its own or third party business.

11. Liability

- (a) Linking Up and the Employer will use their reasonable endeavours to maintain the legitimate financial advantages of the Linking Up vouchers scheme but shall not be held liable for any loss caused by factors beyond its control, such as loss resulting from changes in legislation, actions of other Childcarers or a failure by other parties to provide accurate and timely information or a third party business.
- (b) Save that nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury caused by its negligence all warranties, conditions and other terms implied by statute or common law as being given by Linking Up, to the fullest extent permitted by law, excluded and Linking Up total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Linking Up vouchers scheme shall in respect of each event or series of connected events be limited to the value Linking Up vouchers purchased by the Employer in the preceding 12 months.
- (c) Linking Up shall not be liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the Contract.
- (d) The employer shall not be liable to Linking Up for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- (e) The employer shall not be liable to pay the agreed Linking Up voucher value if the Employee is not able to make the salary sacrifice.

12. Termination

- (a) The parties acknowledge that the duration of this Agreement is independent of any Agreement the Employee may have with the Childcarer.
- (b) The Childcarer shall immediately give notice in writing to the other parties if the Childcarer's registration with the appropriate authorities as a provider of childcare expires or is terminated or if they are convicted of any criminal offence (other than a road traffic offence) and in those circumstances any party may terminate this Agreement forthwith.
- (c) Any party may terminate this Agreement if any other party commits a material and or persistent breach of the terms of this Agreement and/or any other party becomes bankrupt, unable to pay his or its debts as they fall due, calls a meeting of his or its creditors with a view to entering into or enters into any composition or arrangement with his or its creditors or, where the other is a company, if any resolution or petition to wind up the company (other than for the purposes of an 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 assets or any part thereof shall be appointed.
- (d) Any party may terminate this Agreement voluntarily by giving 30 days notice in writing to the other party.

13. General

- (a) This Agreement contains the whole Agreement between the parties relating to the Linking Up voucher scheme and supersedes all prior Agreements, arrangements and understandings between the parties relating to the scheme.
- (b) No failure or delay by either party in exercising any of the rights under these terms shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these terms by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- (c) No variation of the Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

Ref RF3

ACCEPTANCE CONFIRMATION EMPLOYER PARENT CHILDCARE PROVIDER

PLEASE SIGN, DATE AND RETURN TO LINKING UP LTD. PLEASE RETAIN A COPY FOR YOUR OWN RECORDS.

Company/ Name:

Address:

We/I agree to abide by the Terms and Conditions of service as outlined above:

Signed:

Name: (please print)

Position:

Date:



Documentation Check list

Childcare Provider	Complete
Supply copy of Local Health and Social Services Board form	
Registration form RF2	
Terms and Conditions	

*The employee will not have to register again if they change childcare provider. They need to register their new provider to ensure they receive the monthly payment.

Forms should be returned to:

Linking Up Vouchers
Children's Links
FREEPOST NEA 8551
Horncastle, LN9 6BR

Or faxed to Linking Up Vouchers on 0870 460 4062

Or signed, scanned and emailed to enquiries@linkingup.org.uk

Please call our freephone number below if you require any further information

0800 019 4590