

AGREEMENT DATED

COMPUTERSHARE VOUCHER SERVICES LIMITED



AND

WYMAN BAIN

AGREEMENT FOR THE PROVISION OF CHILD CARE VOUCHER SCHEME SERVICES

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THIS AGREEMENT IS MADE ON

BETWEEN

- (1) Computershare Voucher Services Limited (company number 4968447) whose registered office is at The Pavilions, Bridgwater Road, Bristol, BS138AE (**Computershare**);
- (2) WYMAN BAIN a company incorporated in England under company number 10854519 and whose registered office is at REDLAND HOUSE, 157 REDLAND ROAD, REDLAND, BRISTOL, BS6 6YE (**Client**).

WHEREAS

- (A) The Client wishes to appoint Computershare to administer a scheme relating to childcare vouchers to enable employees of the Client to obtain childcare vouchers, the payment for which will be passed to Computershare by the Client, prior to the issue by Computershare of the childcare vouchers.
- (B) The Client and Computershare have agreed that Computershare shall administer the childcare vouchers scheme for and on behalf of the Client on the terms set out in this Agreement.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following words and phrases shall bear the following meanings unless the context indicates otherwise:

Approved Carer: means carers approved to provide childcare facilities by, as applicable, Ofsted, Edubase, Independent Schools Inspectorate and Bridge School Inspectorate for Christians and Muslims; in Northern Ireland: a Health and Social Services Trust, Approval of Home Child Care Providers, and Northern Ireland Social Care Council; in Scotland: Social Care and Social Work Improvement Scotland, Scottish Care Commission and Independent Schools for Scotland; in Wales: Care and Social Services Inspectorate, Approval of Child Care Providers (Wales) Scheme and Estyn Independent Inspection for Wales and in each case as appropriate the agencies employing them or any other person or organisation who is approved to provide child care facilities;

Authorised Officer: means the relevant individual(s) nominated by the Client and Computershare to administer the Scheme on their respective behalf being, on the Commencement Date Michael Smith for Computershare or ANTHONY GORMAN for the Client, or such other persons as may be nominated by either party from time to time;

Bank Account: means the designated bank account set up with the Royal Bank of Scotland plc in the name of Computershare in order to hold funds provided by the Client as agent for the Client;

Business Day: means a day (other than a Saturday, Sunday or public holiday) on which banks in the United Kingdom are open for general non-automated business;

Commencement Date: means September 2017;

Confidential Information: means all information disclosed by one party to the other, provided that each such item of information either would appear to a reasonable person to be confidential or bears thereon or is accompanied by a statement that the same is confidential or proprietary;

Deposit Date: means the date in any calendar month by which the Client shall deposit sufficient money into the Bank Account to fund the redemption of the Vouchers issued by Computershare in respect of that calendar month, such date being at least three Business Days prior to the Pay Date;

DPA: means the Data Protection Act 1998;

Effective Date: means September 2017;

Employee: means an employee of the Client who has agreed to be bound by the Terms and Conditions;

Intellectual Property Rights: means all vested contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which Computershare may be entitled;

Issue Date: means the latest date in any calendar month by which Computershare must provide the Vouchers in accordance with clause 3.1, such date being any date prior to the relevant Pay Date;

Loss: means any damages, loss, costs, claims or expenses (including any indirect, special or consequential damages, loss costs, claims or expenses of any kind);

Pay Date: means the date agreed by the Client and Computershare on the Commencement Date as being the date in each calendar month on which the Client pays wages to its employees;

Schedule of Information: means the monthly report to be provided to the Client by Computershare setting out details of all Vouchers which have been redeemed during that month;

Scheme: means a scheme operated by Computershare in conjunction with the Client to offer employees the ability to use Vouchers paid for by Employees from their salary to pay for the provision of childcare by Approved Carers;

Services: means the services relating to the administration of the Scheme to be provided by Computershare under the terms of this Agreement;

Service Charge: means the service charge plus VAT payable by the Client to Computershare for the administration of the Scheme as detailed in clause 5.1.

Terms and Conditions: means Computershare's terms and conditions which an Employee must agree to before they can join the Scheme, the current version of which is contained in Schedule 1 of this Agreement;

VAT: means any value added tax or similar tax or duty which may be payable in respect of the rendering of the Services;

Vouchers: means the vouchers issued in paper form to Employees or credited to the e-voucher electronic accounts of Employees for the purposes of the Scheme.

- 1.2 Unless the context otherwise requires, all references to any statute, statutory provision, rule, regulation or any requirement shall be construed as including references to any modification, consolidation or re-enactment of the provision in question for the time being in force.
- 1.3 Unless otherwise stated, a reference to a Clause, sub-clause, or Schedule (including part of a Schedule) is a reference to a clause, sub-clause, or schedule (or any part) to this Agreement. The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement.
- 1.4 Clause headings are for ease of reference only and do not affect the construction of this Agreement.
- 1.5 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

2. APPOINTMENT AND TERM

- 2.1 The Client appoints Computershare to operate the Scheme with effect from the Commencement Date.
- 2.2 Subject to earlier termination under Clause 8 of this Agreement, the appointment of Computershare shall continue for a fixed term of 3 years and thereafter until terminated by either party giving to the other not less than 6 months' notice in writing, such notice not to expire prior to the third anniversary of the Commencement Date (the "Term").
- 2.3 Computershare's appointment by the Client to provide the Services is an exclusive one for the duration of this Agreement. The Client shall not during the Term appoint another childcare vouchers service provider to provide the same or similar services as provided by Computershare pursuant to this Agreement.

3. THE SCHEME

- 3.1 Computershare shall:
 - (a) at the direction of the Employee either issue to the Client or post directly to the Employee's home address or credit to the relevant Employee's e-voucher account on or before the Issue Date in any calendar month such Vouchers as the Client may reasonably request in respect of that calendar month provided always that sufficient money has been paid into the Bank Account by the Client by the Deposit Date in order to fund the redemption of such Vouchers;
 - (b) check that all child carers who apply for registration with Computershare are Approved Carers;
 - (c) redeem the Vouchers received by an Approved Carer from an Employee on the Business Day of receipt by Computershare by ensuring that an amount equal to the value of each Voucher shall be paid by BACS directly in to the relevant Approved carer's bank account. Payment will normally take three/four Business Days;

- (d) use reasonable endeavours to promote the Scheme at the Client's premises and to give at least five Business Days' written prior notice to the Client of the commencement of any promotional activity;
 - (e) provide the Schedule of Information to the Client.
- 3.2 Computershare is a member of the Childcare Voucher Provider Association ("**CVPA**"). In offering the Services, Computershare undertakes to act in accordance with the CVPA Code of Practice which is available on the CVPA website at www.cvpa.org.uk. If the Client is dissatisfied with the outcome of any complaint made to Computershare as regards Computershare's compliance with the CVPA Code of Practice, please send your complaint to: Childcare Voucher Providers Association (CVPA), 105 St Peters Street, St Albans, Hertfordshire, AL1 3EJ.
- 3.3 Each Voucher is only valid for a period of twelve months from the date of issue and Computershare is only obliged to honour valid Vouchers and is not obliged to honour Vouchers that have been lost or cancelled.

4. OBLIGATIONS OF THE CLIENT

- 4.1 The Client shall:
 - (a) provide all information, data, documentation required by Computershare in respect of Employees who have requested to participate in the Scheme to enable Computershare to issue the Vouchers by the relevant Issue Date provided always that the Client shall be under no obligation to request Vouchers in any calendar month;
 - (b) ensure that all information, data and documentation provided by it to Computershare is accurate and complete;
 - (c) promptly provide any other information and assistance reasonably requested by Computershare in connection with this Agreement;
 - (d) place sufficient funds in the Bank Account to redeem all Vouchers to be issued in the relevant calendar month by no later than the relevant Deposit Date. In the absence of receipt of cleared funds from the Client in the Bank Account by the relevant Deposit Date Computershare reserves the right to delay the issue and dispatch of Vouchers and/or to levy an administration fee in addition to the Service Charge.

5. SERVICE CHARGE

- 5.1 Computershare shall issue a monthly invoice for the Service Charge which shall be calculated as 8.5% of the value of the Vouchers issued that month. The Client shall pay such invoice within 30 days of the date of the invoice.
- 5.2 In the event that an invoice is not disputed by the Client within 14 days of the date of the invoice, and it remains unpaid 31 days following the date of the invoice, Computershare reserves the right to impose a one off administration fee of £250 to cover its costs of dealing

with late payment. In addition, Interest is payable on the balance of any overdue invoice at an annual rate equal to 3% plus the base rate from time to time of The Royal Bank of Scotland plc. Interest shall be calculated daily, on the outstanding balance, from the day following the day the invoice was due to be paid until receipt by Computershare of the Client's payment in cleared funds.

- 5.3 Notwithstanding the right to charge interest under Clause 5.2, if the Client fails to pay the Service Charge within 30 days of the date of Computershare's invoice, Computershare may notify the Client that it intends to suspend provision of the Scheme unless payment in full is received within 14 days. Following the provision and expiry of such notice to the Client, Computershare may suspend the Scheme and notify the Employees (if applicable) accordingly.
- 5.4 Failure to make payment in accordance with Clause 5.3 constitutes a breach of contract and notwithstanding any rights that Computershare may have under Clause 5 and 7 all other rights or remedies (either contractual or otherwise as may arise by common law or statute) of Computershare are reserved.
- 5.5 All sums quoted in this Agreement are exclusive of VAT and the Client shall, in addition to any Fees, pay to Computershare VAT on such terms.

6. BANK ACCOUNT

- 6.1 Computershare shall maintain bank records sufficient to clearly identify the funds received from the Client and held within the Bank Account and to track all transactions to and from the Bank Account. Computershare shall provide statements of account in respect of the Bank Account to the Client upon request.
- 6.2 Computershare shall bear all bank charges and administrative costs in respect of the Bank Account but shall be solely entitled to retain any interest accruing on amounts in the Bank Account.

7. RETENTION OF DOCUMENTS

- 7.1 All records and documents relating to the supply by Computershare of the Services will be retained by Computershare for a period of six years subject to Computershare's obligation pursuant to clause 9.1 (c) to deliver the documents to the Client (in such form as Computershare shall provide) upon termination of this Agreement.
- 7.2 The Client acknowledges and agrees that documents shall be considered to be retained by Computershare if copies are available in electronic form or on microfiche. Subject to an electronic copy of the document being available, Computershare shall be under no obligation to retain documents in paper form.

8. TERMINATION

- 8.1 Notwithstanding the provisions of clause 2, this Agreement may be terminated by either party by notice in writing if the party other than the party seeking to give notice:
- (a) shall be in persistent or material breach of any term of this Agreement and shall not have remedied such breach (if capable of being remedied) within 21 days of receiving notice of such breach and a request for such remedy;

- (b) goes into insolvency or liquidation (not being a members' voluntary winding up) or administration or a receiver is appointed over any part of its undertaking or assets provided that any arrangement, appointment or order in relation to such insolvency or liquidation, administration or receivership is not stayed, revoked, withdrawn or rescinded (as the case may be), within the period of 30 days, immediately following the first day of such insolvency or liquidation;
 - (c) shall cease to have the appropriate authorisations, which permit it lawfully to perform its obligations envisaged by this Agreement at any time.
- 8.2 Any termination of this Agreement pursuant to this Clause shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of any of the parties nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

9. TERMINATION CONSEQUENCES

- 9.1 Upon termination of this Agreement for any reason, whether pursuant to the giving of notice under Clause 2 or pursuant to Clause 8:
- (a) Computershare shall forthwith procure the return to the Client of any monies in the Bank Account after payment of any charges in respect of the Bank Account (to the extent that such charges are covered by any interest accruing on amounts in the Bank Account) and taking into account the funds required for the redemption of all Vouchers previously issued by Computershare;
 - (b) the Client shall forthwith pay to Computershare any and all amounts outstanding from the Client including, without limitation, any Service Charge not yet invoiced at the termination date.
 - (c) Computershare shall, at the Client's cost, deliver to the Client (or as it may direct), all documents, papers and other records relating to the Scheme in its possession which are the property of the Client. The cost shall not exceed £1,500 per day.
- 9.2 The provisions of Clauses 9, 10, 11, 12 and 17.8 shall survive any termination of this Agreement.

10. LIABILITY

- 10.1 Computershare shall not be responsible for any Loss in respect of any matter relating to the Scheme and/or Vouchers prior to the Commencement Date.
- 10.2 Nothing in this Agreement shall be construed as excluding the liability of one party to the other for:
- (a) death or personal injury to the extent that it results from its negligence;
 - (b) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982; or
 - (c) for fraud
- save to the extent it is lawful to do so.

- 10.3 Subject to Clause 10.5 and 10.6 the Client shall indemnify and keep indemnified Computershare on demand from and against all Loss whatsoever or howsoever arising, suffered or incurred (whether directly or indirectly) by Computershare, as a result of, or in connection with, the performance by Computershare of its obligations under this Agreement. For the avoidance of doubt, this Loss includes any Loss arising (whether directly or indirectly):
- (a) as a result of any failure by any banking institution which holds monies and other funds to provide appropriate information to Computershare;
 - (b) as a result of or in connection with Computershare acting on any forged, fabricated or other inaccurate, invalid or unauthorised documents or instructions (including dematerialised instructions and instructions given (or purportedly given) by or on behalf of the Client) received by it in connection with the performance of Computershare 's obligations under this Agreement.
- 10.4 Subject to Clauses 10.5 to 10.9, Computershare agrees to indemnify and keep indemnified the Client and its officers and employees from and against any loss (excluding any indirect, consequential or special loss) which any of them may incur in any way as a result of or in connection with the fraud, negligence or wilful default of Computershare (or its officers, employees, agents or sub-contractors). Nothing in this clause shall restrict or limit the Client's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
- 10.5 Neither party shall be liable to indemnify the other party to the extent that any Loss arises as a result of the fraud, negligence, wilful default of the other party (or its officers, employees, agents and sub-contractors), or as a result of a breach by the other party of a term of this Agreement. Nothing in this clause shall restrict or limit the Client's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
- 10.6 Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), equity (including restitution), breach of statutory duty, or otherwise, for:
- (a) any loss of profit, loss of revenue, loss of use, loss of goodwill, loss of data, loss due to interruption of business, or loss of anticipated savings, whether direct or indirect, and even if the party has been advised of the possibility of such losses or damages;
 - (b) any loss that is an indirect consequence of any act or omission of the other party; or
 - (c) any ex gratia payment or sum paid in settlement of a claim paid by one party without the prior written approval of the other.
- 10.7 The aggregate liability of Computershare to the Client over any 12 month period, whether such liability arises under any express or implied term of this Agreement, in tort, for misrepresentation, for breach of contract, a contribution or any other duty imposed by law or in any other way shall in no circumstances whatsoever exceed twice the amount of the Service Charge payable in any 12 month period in respect of a single claim or in the aggregate.

- 10.8 Computershare shall on no account be liable to the Client in respect of any claim unless written notice of the claim has been given to Computershare by or on behalf of the Client (as the case may be) on or before the date which is twelve months after the date on which the Client became aware of the specific act, fact, circumstance or event which gave rise to the claim, or if earlier, the date on which it ought reasonably (having regard to all the circumstances) to have become so aware.
- 10.9 If, in a case where the Client is due to pay an amount to Computershare under any indemnity in this Agreement in respect of any Loss, Computershare is unable to obtain a deduction for tax purposes for the amount of the Loss but is liable to tax on the amount due from the Client, the amount so due shall be increased to such sum as after payment of tax will leave Computershare with the amount originally payable under the relevant provision of this Agreement.
- 10.10 If any action or claim is brought against a party (the "Indemnifying Party") in respect of which the other party (the "indemnified Party") seeks an indemnity under the provisions of this Agreement, the Indemnified Party shall, as soon as reasonably practicable, notify the Indemnifying Party in writing of such action or claim and the Indemnifying Party shall be entitled to assume the defence of such action or claim and if the Indemnifying Party assumes the defence of such action or claim, Indemnified Party shall provide the Indemnifying Party with all such information and assistance as it may reasonably request. All costs, charges, fees and expenses in respect of such action or claim (whether or not the Indemnifying Party assumes control of the defence) shall be borne by the Indemnifying Party and, to the extent incurred by Indemnified Party, shall be reimbursed by the Indemnifying Party on demand.
- 10.11 The Client warrants that (as between the Client and Computershare) it is responsible in respect of any tax due in relation to Vouchers whether from the Client or its Employees in relation to the Scheme.

11. CONFIDENTIALITY

- 11.1 Both parties confirm and agree that all Confidential Information obtained whether in preparation for entering into this Agreement or otherwise in the course of performance of their respective obligations under its terms, will be treated by them as secret and confidential and will not be disclosed by them to a third party except:
- (a) to employees, agents and sub-contractors instructed by either party in connection with the proper performance of its obligations under the terms of this Agreement and who require such information for the performance of their duties; or
 - (b) to its professional advisers (including for the avoidance of doubt its auditors); or
 - (c) as may be required by law or by a competent regulatory or government authority; or
 - (d) with the prior written consent of the other party; or
 - (e) insofar as the information shall have entered the public domain, other than as a result of a breach of this Agreement by the disclosing party.

12. DATA PROTECTION

- 12.1 Each party shall comply with the provisions of the Data Protection Act 1998 (**DPA**) in relation to its processing of any personal data (**the Data**) pursuant to the provisions of this Agreement and the Client shall further obtain all necessary consents from data subjects to the processing by Computershare of Data relating to such data subjects. Any associated costs or expenses that arise pursuant to this Clause 12.1 shall be paid by the Client.
- 12.2 The Client appoints Computershare as a data processor (as defined in the DPA) and will provide Computershare with personal data (as defined in the DPA) relating to Employees for the purposes of enabling it to administer the Scheme pursuant to this Agreement.
- 12.3 The Client hereby authorises Computershare to use any third party to contact Employees to carry out customer satisfaction surveys or issue email broadcasts solely in respect of the Services
- 12.4 Computershare agrees that it will take all appropriate technical and operational measures against unauthorised or unlawful processing of such personal data and against accidental loss, destruction of, or damage to, such personal data, including
- (a) taking reasonable steps to ensure the reliability of any employees of Computershare who have access to such personal data; and
 - (b) ensuring a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and appropriate to the nature of such personal data.
- 12.5 Further Computershare agrees that it will:
- (a) use and hold such personal data only for the purposes of administering the Scheme and as directed by the Client and shall not modify, amend or alter the contents of such personal data or disclose or permit the disclosure of such personal data to any third party unless specifically authorised in writing by the Client or the Employee. The Client acknowledges and accepts that the face of the paper Voucher contains the Employee's name, payroll number and employer's name;
 - (b) comply in all respects with the DPA in its capacity as a data processor and shall not knowingly do or permit anything to be done which might cause the Client to breach the terms of the DPA; and
 - (c) upon request provide the Client with such information regarding the compliance with this clause 12 as it may from time to time in its own discretion require to enable it to comply with its obligations in relation to such personal data under the DPA.
- 12.6 If a party fails to comply with the DPA it shall indemnify and keep indemnified the other party on demand against any loss it may suffer as a result of any breach of the provisions of Clause 12.1, such indemnity to include (but not be limited to) any fine which may be levied under the DPA.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Subject to Clause 13.2, Computershare shall retain ownership of all Intellectual Property Rights in and relating to all methods, formulae, techniques, processes, systems, materials, programs and documentation devised, designed or prepared by or on behalf of Computershare for the purpose of or in connection with its provision of Services and all other Intellectual Property Rights created by or on behalf of Computershare in connection with this Agreement.
- 13.2 The Client shall retain copyright in all data, documentation and other materials provided by it to Computershare in connection with this Agreement.
- 13.3 Each party hereby grants, during the Term only, to the other party a non-exclusive, royalty free licence (or sub-licence if appropriate) of, and shall make available to the other parties, all Intellectual Property Rights which are:-
- (a) owned by such party; and
 - (b) subject to Clause 13.5 licensed to and/or used by such party,
- 13.4 to the extent that such Intellectual Property Rights are required by the other party for the purposes of performing its obligations under this Agreement.
- 13.5 To the extent that the consent of any third party is required in connection with the grant of any licence or sub-licence of Intellectual Property licensed to or used by the relevant party, that party shall use its reasonable endeavours to obtain such consent as soon as reasonably possible.

14. DISPUTE RESOLUTION

- 14.1 In the event that there is any dispute between the Client and Computershare in connection with any provision of this Agreement, the dispute shall first be discussed by the Authorised Officers in order to ascertain the exact nature of the dispute and possible approaches to its resolution. In the event that the Authorised Officers are unable to resolve the dispute within 10 Business Days it shall be referred by each party to a representative of the respective parties at director level with a view to resolving the dispute.
- 14.2 In the event that the director level representatives of the parties are unable to resolve the dispute within 10 Business Days it shall be referred by notice in writing at the instigation of either of the parties to an expert chosen by the President for the time being of the Law Society.
- 14.3 The expert shall act as an expert and not as an arbitrator and shall be entitled to appoint such specialist or technical advisers as he considers desirable to assist in determining the matter referred to him. The decision of the expert shall be given in writing setting out the reasons therefore and shall be final and binding on the parties except as to points of law arising from such decision.
- 14.4 Each party to the dispute shall provide any expert with such information as he may reasonably require for the purposes of his determination and each of the parties may make

such written submissions to the expert as it may think fit and will exchange such submissions. The expert shall afford each party an opportunity to respond and react to submissions.

- 14.5 The costs of any expert (including the costs of any specialist or technical advisers appointed by him) shall be borne in such proportions as the expert may determine to be fair and reasonable in all the circumstances or, if no such determination is made, equally between the parties in dispute.

15. FORCE MAJEURE

- 15.1 Subject to Clause 15.2, neither party shall be responsible for delays or failure to perform any of its obligations under the terms of this Agreement resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockout, riots, acts of war, epidemics, governmental regulations superimposed after the fact, communication line failures, power failure, earthquakes or other disasters, or any failure or breakdown of any system, computer or otherwise (a **Force Majeure Event**).
- 15.2 If a party is affected by a Force Majeure Event, it shall promptly notify the other party of the nature and extent of the circumstances in question and shall use reasonable endeavours to mitigate and/or eliminate the consequences of such Force Majeure Event (to the extent it can do so without incurring significant costs) and inform the other party of the steps which it is taking and proposes to take to do so.

16. COMPLAINTS

Specific complaints or queries will be dealt with by Computershare's Authorised Officer . Any complaints or queries which, after being reasonably dealt with by the Authorised Officer, are still not resolved and which the person making the complaint or raising the query insists on pursuing further shall be referred to Computershare's Operations Director, whose decision in relation thereto shall be final. If the person making the complaint or raising the query is not satisfied with the way the complaint or query has been dealt with by Computershare, that person shall be entitled to refer the complaint or query to the CVPA. Computershare shall keep a written record of all such decisions as are communicated to it by the Client to which it shall have regard before subsequently referring any other complaints or queries to the Client.

17. GENERAL

- 17.1 This Agreement is personal to the parties and neither of them may, without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), assign any of its rights hereunder save that the Client may assign the benefit and burden of this Agreement to any body which may acquire by any means the assets of or assume by any means the functions or substantially the whole of the functions of the Client and Computershare may assign the benefit and burden of this Agreement to any company which is owned directly or indirectly by Computershare Limited.
- 17.2 This Agreement constitutes the whole and only agreement between the parties in relation to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever and all other terms, conditions, indemnities and warranties, whether express or implied, statutory or otherwise, and all representations (save in respect of fraudulent misrepresentations) whether made orally or in writing are excluded.

- 17.3 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the parties.
- 17.4 No failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement nor any single or partial exercise of any such right or remedy shall be construed or operated as a waiver thereof.
- 17.5 If any provision of this Agreement or any part of any such provision is held to be invalid, unlawful or unenforceable, such provision or part (as the case may be) shall be ineffective only to the extent of such invalidity, unlawfulness or unenforceability and shall not prejudice or affect the remainder of such provision or any other provision of this Agreement.
- 17.6 Any notice under this Agreement by either party to the other hereto must be in writing and may be delivered personally, by first class post or by facsimile transmission, and in the case of post will be deemed to have been given 2 working days after the date of posting, and in the case of facsimile at the time of transmission. Notices will be delivered or sent to the address of the parties on the first page of this Agreement or to any other address notified in writing by either party to the other for the purpose of receiving notice after the date of this Agreement. Any notice under this Agreement should be sent to Computershare's registered address as set out on the first page of this Agreement, but any other correspondence may be sent to Computershare Voucher Services Limited, The Pavilions, Bridgwater Road, Bristol BS13 8AE or telephone 0845 002 1111. A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 17.7 This Agreement may be executed by the parties on separate counterparts; each of which shall constitute an original, but both counterparts shall together constitute one and the same instrument.
- 17.8 This Agreement is governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF THIS AGREEMENT IS FOLLOWS:-

Executed for and on behalf of
COMPUTERSHARE VOUCHER SERVICES
LIMITED

.....
Authorised Signatory

Executed for and on behalf of WYMAN BAIN

.....
Director

.....
Witness Name

.....
.....
.....
Witness Address

SCHEDULE 1
EMPLOYEE TERMS AND CONDITIONS

Terms and Conditions relating to the provision of Childcare Vouchers by Computershare Voucher Services Limited

Computershare is a member of the Childcare Voucher Provider Association ("CVPA"). In offering the Services, Computershare undertakes to act in accordance with the CVPA Code of Practice which is available on the CVPA website at www.cvpa.org.uk. If you are dissatisfied with the outcome of any complaint made to Computershare as regards Computershare's compliance with the CVPA Code of Practice, please send your complaint to: Childcare Voucher Providers Association (CVPA), 105 St Peters Street, St Albans, Hertfordshire, AL1 3EJ.

1. Definitions

Account means the employee's account with Computershare;

Adjusted Salary for a Pay Period means the Original Salary less an amount equal to the Childcare Payment;

Agreement means together the completion and submission of the Application and these Terms and Conditions;

Authorised Officer means the relevant individual(s) nominated by the employer and Computershare to administer the childcare voucher salary sacrifice scheme on their respective behalf;

Application means the application submitted by an employee either online or in writing/over the telephone to receive Childcare Vouchers in accordance with these terms and conditions;

Carer means the provider of childcare facilities regulated in England by: Ofsted, Edubase, Independent Schools Inspectorate and Bridge School Inspectorate for Christians and Muslims; in Northern Ireland: a Health and Social Services Trust, Approval of Home Child Care Providers, and Northern Ireland Social Care Council; in Scotland: Social Care and Social Work Improvement Scotland, Scottish Care Commission and Independent Schools for Scotland; in Wales: Care and Social Services Inspectorate, Approval of Child Care Providers (Wales) Scheme and Estyn Independent Inspection for Wales and in each case as appropriate the agencies employing them or any other person or organisation who is approved to provide child care facilities;

Childcare Payment means the amount referred to in clause 3;

Childcare Vouchers means the electronic or paper vouchers provided by Computershare in accordance with this Agreement;

Childcare Vouchers Scheme means a scheme operated by Computershare in conjunction with the employer to offer employees the ability to use Childcare Vouchers paid for by employees from their salary to pay for the provision of childcare by Carers;

Computershare means Computershare Voucher Services Limited, a company registered in England and Wales with company number 4968447 and having its registered office at The Pavilions, Bridgwater Road, Bristol, BS13 8AE;

Employment Terms means the terms and conditions of employment agreed between the employee and the employer;

Original Salary means the salary of the employee for each Pay Period during the Salary Sacrifice period on the assumption that the Employment Terms had not been varied by the Agreement or any similar agreement;

Pay Period means the period of time for which the employee is normally paid being (i) weekly or (ii) fortnightly or (iii) four weekly or (iv) monthly;

Salary Sacrifice period means the period of time, being not less than one Pay Period for which the Agreement is to apply, as set out in clause 5;

Services means the services relating to the administration of the Childcare Vouchers Scheme to be provided by Computershare.

2. Variation of Employment Terms

2.1 The employee and the employer agree to vary the Employment Terms for the Salary Sacrifice period as follows:

- The employee will cease to be entitled to the Original Salary for each Pay Period in the Salary Sacrifice period; and
- The employee will be entitled to receive the Adjusted Salary and the benefit of the Childcare Vouchers for each Pay Period in the Salary Sacrifice period.

If applicable the employee agrees to the Childcare Payment being deducted from Occupational Maternity/Paternity Pay. Any such deduction will be equivalent to the proportionate reduction in salary that is paid as Occupational Maternity/ Paternity Pay. The level of deduction will not exceed the percentage of salary that is paid as Occupational Maternity/Paternity Pay. If applicable, such Childcare Payment shall constitute a pensionable emolument and therefore the employee's pensionable pay shall not be reduced as a result of this Agreement.

2.2 The employee confirms that he/she is entitled to receive the Original Salary for each Pay Period prior to completing the Application and entering into this Agreement, and that he/she has not previously entered into any other salary sacrifice agreement relating to Childcare Vouchers.

2.3 As a consequence of entering into the Agreement, the employee will be entitled to receive the Adjusted Salary and the benefit of the Childcare Payment in the form of Childcare Vouchers for each Pay Period during the Salary Sacrifice period.

2.4 The employee and the employer acknowledge that this Agreement constitutes a notice of a variation to the Employment Terms in accordance with the provisions of section 4 of the Employment Rights Act of 1996.

3. Childcare Payment

For the purposes of this Agreement, the Childcare Payment to be received under the Employment Terms (as varied by this Agreement) shall be stated on the Application. If the Childcare Payment stated on the Application is the maximum permitted under applicable tax legislation at the time the employee completes the Application then the employer will automatically increase the Childcare Payment at the start of each tax year to enable the employee to receive the full benefit of tax relief on the Childcare Payment. If the employee does not wish the employer to increase the employee's Salary Sacrifice at that time then the employee shall be responsible for notifying the employer's HR department or by amending his/her Account directly with Computershare prior to the commencement of the new tax year.

4. Salary Sacrifice Period

The Salary Sacrifice period for the variation of the Employment Terms shall commence on the first day as notified in the Application, and shall expire on the last day as notified in the Application. If stated "ongoing" on the Application then the Salary Sacrifice period shall end at the end of the Pay Period in which the employee's request to cease the salary sacrifice is received by the employer's HR department or by amending his/her Account directly with Computershare.

The employee and employer shall agree the minimum period for the Salary Sacrifice Period.

5. Online Agreement

5.1 Where the employee completes and submits his/her Application online he/she may cancel the Agreement by the provision of notice in accordance with this clause to Computershare within 7 days of the submission of his/her Application.

- Delivering or posting to Computershare at The Pavilions, Bridgwater Road, Bristol BS13 8AE (in which case it is to be taken to have been given on the day on which it was left or sent); or
- sent it by facsimile to Computershare at 0845 111 0339 (in which case it is to be taken to have been given on the day on which it is sent); or
- sent by electronic mail, to Computershare at parent@computershare.co.uk (in which case it is to be taken to have been given on the day on which it is sent).

In the event that the employee has indicated on his/her Application that the Salary Sacrifice period is to begin less than 7 days after the submission of his/her Application the employee agrees that his/her right to cancel will end when Computershare contacts the employer.

6. My Account

6.1 Where an employee registers with Computershare he/she will be issued with a unique user ID and can set their own password and security questions (the **Security Details**) to permit them to gain access to their Account accessed via Computershare's web-site at

www.computersharevoucherservices.com (the **Online Account Service**). It is the employee's responsibility to keep the Security Details secure and not to disclose them to anyone else.

7. Making Changes to My Account

7.1 The employee may change the details of his/her Account in the following ways

- by making amendments to their Account using the Online Account Service; or
- by providing instructions to Computershare by email at address parent@computershare.co.uk; or
- by telephoning Computershare on 0845 002 1111 between the hours of 8am to 8pm Monday to Friday on days that are not bank holidays; or
- by providing instructions to Computershare by fax on fax number 0845 111 0339.

7.2 The employee may be charged an administration fee in the event that he/she asks Computershare to:

- replace a lost or defaced Childcare Voucher; or
- replace an expired Childcare Voucher; or
- cancel a Childcare Voucher and return the funds to the employer who funded the Childcare Voucher that has been requested to be cancelled.

8. Confirmation

8.1 By completing and submitting the Application the employee confirms that he or she:

- Is responsible for providing Computershare with correct information in the Application and keeping Computershare informed of any relevant changes;
- May not exchange Childcare Vouchers for cash, salary, goods or services other than the provision of childcare;
- Is the parent or other legal guardian of the child or children in respect of whom the Childcare Vouchers will be used to pay for childcare;
- Accepts that Childcare Vouchers may only be redeemed by Carers;
- Is responsible for selecting the individual or institution that will provide such childcare and agreeing terms with the Carer. Neither Computershare nor the employer accepts any liability for the standard of childcare provided by the Carer chosen by the employee;
- Accepts that Computershare will only make payments in relation to Childcare Vouchers to a Carer who has completed and submitted an application for Carer registration and provided confirmation of their regulated status;
- Is responsible for informing the employer and Computershare of any relevant changes such as a change of Carer;
- Acknowledges that each Childcare Voucher is only valid for a period of twelve months from the date of issue and that Computershare is only obliged to honour valid Childcare Vouchers and that it is not obliged to honour Childcare Vouchers that have been lost or cancelled. In the event that Childcare Vouchers Scheme is closed, Computershare shall honour all Childcare Vouchers issued prior to the date of closure;
- Acknowledges that if his or her Adjusted Salary is reduced below the national minimum wage in force from time to time as a result of subscribing for Childcare Vouchers, he or she may have to reduce the value of Childcare Vouchers subscribed for in order to bring his or her Adjusted Salary up to the national minimum wage level;

- Acknowledges that (if applicable) subscribing for Childcare Vouchers may affect his/her entitlement to statutory maternity or paternity pay; and
- Acknowledges that subscribing for Childcare Vouchers may affect his or her eligibility to receive working tax credits and child tax credits and he or she agrees that it is his or her responsibility to check his or her eligibility.

8.2 By completing and submitting his/her Application the employee is deemed to have agreed:

- that he/she will cease to be entitled to their Original Salary each Pay Period during the Salary Sacrifice period which starts on the date specified in the Application;
- that his/her employer will satisfy its obligations under clause 2.3 of these Terms and Conditions by paying to them the Adjusted Salary and paying to Computershare the Childcare Payment;
- that Computershare may provide the employer with details of the relevant Carer, and the Carer's details, the Childcare Vouchers and Childcare Payments for the purposes of administering the Childcare Voucher scheme; and
- Computershare shall not be liable for any delays in payment or failure to perform any of its obligations under the terms of this Agreement resulting from acts beyond its reasonable control. Such acts shall include, but not be limited to, any failure by any banking institution which holds monies, acts of God, strikes, lockout, riots, acts of war, epidemics, governmental regulations superimposed after the fact, communication line failures, power failure, pandemics, earthquakes or other disasters, or any failure or breakdown of any system, computer or otherwise.

9. Complaints

Employees should refer any complaints to Computershare. Any complaints or queries which, after being reasonably dealt with by the Computershare's Authorised Officer, are still not resolved and which the person making the complaint or raising the query insists on pursuing further shall be referred to Computershare's Operations Director, whose decision in relation thereto shall be final. If the person making the complaint or raising the query is not satisfied with the way the complaint or query has been dealt with by Computershare, that person shall be entitled to refer the complaint or query to the CVPA.

10. Data Protection

10.1 Computershare shall comply with the provisions of the Data Protection Act 1998 and all other applicable legislation in relation to its processing of any person data in connection with the administration of the childcare voucher salary sacrifice scheme.

10.2 The information provided by you on registering for the Childcare Voucher Scheme will only be used to provide this service to you; this may include Computershare carrying out customer satisfaction surveys via a third party. Computershare may provide your email address to such third parties to enable such surveys to be undertaken. You should also note that as part of the Service, Computershare may transfer your personal data to countries outside of the European Economic Area which may not provide the same level of legal protection as the UK. You should refer to the Privacy Statement for further information on Data Protection.

- 10.3 Computershare agrees that it will take all appropriate technical and operational measures against unauthorised or unlawful processing of such personal data and against accidental loss, destruction of, or damage to, such personal data.
- 10.4 Further Computershare agrees that it will use and hold such personal data only for the purposes of administering the childcare voucher salary sacrifice scheme and as directed by the employer and/or the employee and shall not modify, amend or alter the contents of such personal data or disclose or permit the disclosure of such personal data to any third party unless specifically authorised in writing by the employer or the employee. The employee acknowledges and accepts that the face of the paper Childcare Voucher contains the employee's name, payroll number and employer's name.

Please note: Computershare Voucher Services Limited is not responsible for any gains or losses of tax or National Insurance contributions for any individual employee.

Computershare Voucher Services Limited Registered No.4968447, England
Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE