



**Agreement Guide**

All pages of the completed Service Agreement and Direct Debit mandate should be forwarded to the following address by post.

***Only complete, original & signed documents will be accepted***

***We regret that faxed or emailed documents will not be acceptable.***

Fennies Vouchers.Com Limited  
Century House  
Station Way  
Cheam, Surrey  
SM3 8SW

Following receipt of valid documentation at our offices, we will contact via e-mail, to provide order processing instructions.

*Please ensure that you allow sufficient time between posting your signed Agreement to us by first class post, and the date at which you wish to enter your first Order – we recommend not less than 5 working days.*

**SERVICE AGREEMENT**

This Service Agreement refers to **Childcare Vouchers** (“the Scheme”), which is provided and operated by Fennies Vouchers.Com Limited (“the Contractor”) a company registered in England under number is 05645792, whose registered office is at Christchurch Road, Pampisford Road, Purley, CR8 2NL.

We, the organisation named below (“the Client”), request that the Contractor provides the Services described herein, which comprise the Scheme. Our signature at the end of this document confirms our acceptance of the terms of the Scheme, and the obligations of the Client, as defined herein. The Contractor will provide the Services following receipt of this Agreement appropriately completed by the Client.

**The Client’s organisation**

**1. The full legal name of the organisation purchasing Childcare Vouchers**

**Name of organisation:** .....

**Company Registration Number (if applicable):** .....

**2. Full Postal Address including Postcode:**

.....  
.....

**3. Main Contact:**

**Title:** .....

**First Name:** .....

**Surname:** .....

**Telephone:** .....

**Fax:** .....

**Email:** .....

**4. Contact responsible for paying Invoices:**

**Title:** .....

**First Name:** .....

**Surname:** .....

**Telephone:** .....

**Fax:** .....

**Email:** .....

**Section One - The Services**

**Introduction**

1. The Scheme is based upon the fulfilment, by the Contractor, of the Client's requests periodically addressed to the Contractor, through the Contractor's website facility, specifying financial credits to be provided to employees proposed by the Client ("employees") through that website facility. Those employees are subject to the transactions detailed below.
2. The financial credits are placed in an electronic account for each employee by the Contractor, and can be used by each employee to initiate payments to their own carer, who is required to have previously registered with the Contractor.

**Core facilities provided by the Contractor**

The Contractor will provide the following -

4. An internet-based facility dedicated to the operation of the Scheme, and available to the Client's representatives, administrators, employees and the providers of child care ("carers") selected by the employees.
5. The Contractor's Helpdesk, responding to queries related to the Scheme from Clients' administrators, employees and carers in the form of incoming telephone calls, emails, faxes and post. Details are provided below.



### **Initialisation of the Scheme**

6. Upon receipt of this duly completed Service Agreement, the Client / Client's Representative will be provided with access to the Contractor's website facility, and relevant instructional assistance, including a unique reference number. The website facility is available 24 hours a day, and for 7 days in each week, excluding planned and unplanned maintenance. System downtime will be kept to an absolute minimum, and will where possible be completed outside business hours.

7. The Client will appoint a suitable person responsible for the operational management of the Scheme, and who will become familiar with the Scheme, as described herein, and with the functionality of the Contractor's website facility.

### **Order Production and fulfilment**

8. The Client will specify the value of childcare vouchers to be ordered and provided to employees through the website facility by adding and validating orders. The Client will complete their Orders at the dates of their choosing. All data entry will be carried out by the Client.

9. In preparation for making the orders, the Client will create records of employees within the website facility. Each record will show the unique employee reference number.

10. The Client agrees to provide only ONE unique employee payroll reference for each employee throughout the Scheme, as any duplication will become misleading for all parties. A charge for identified duplications caused by the Client will be made by the Contractor in accordance with Part 2 of this Service Agreement.

11. Alternatively, orders can be uploaded in 'csv' format.

12. The accuracy of the content of each Order will be the responsibility of the Client.

13. The Client will use the functions of the website facility for the day-to-day administration of the Scheme, including entering or uploading Orders, printing Invoices, viewing a Statement of their account with the Contractor which includes a balance total, and reviewing previous allocations to individual employees.

14. Following successful payment receipt from the Client to the Contractor for the specified order, an e-mail will be generated to the employee, advising them that a childcare voucher is waiting in their electronic account, awaiting allocation to a child carer. If the employee has chosen to provide a default instruction for all future vouchers received, the e-mail will act as an acknowledgement that the child carer will soon receive value.

### **The Operation of Payments to Carers**

15. The website facility will allow employees to initiate a payment to the carer of their choice, using the unique carer reference number provided to the carer by the Contractor. Employees can choose to make repeated payments via a default instruction within the website facility. Payment requests made by the employees will be rejected if the childcare provider account number given by the employee has not provided suitable declaration to the Contractor of their registration or approval certification status.

16. The Contractor will initiate a BACS transfer to the carer. The Contractor will be responsible for the administration and costs of providing payment.

17. Carers will have access to the website facility to view payments made to them, and the names of related employees.

### **Order Cancellations**

18. Clients may cancel orders if the process to pay the childcarer has not commenced. If the client has already paid for the order, then a refund will be made equal to the value of the childcare voucher(s), but no refund of the service fee will be made. Once payment to the childcarer has been initiated, no cancellation is possible. If the payment is returned by the childcarer, then a refund will then be made to the client. An administration fee of £25 per refund will be levied in these circumstances.

### **Carer Registration**

19. Subject to the provisions of the Childcarers Registration Form, all carers providing registered or approved forms of childcare, and providing the signed agreement form of their registration or approval to the Contractor, will be accepted by the Contractor, as eligible to subsequently receive payments directed from the electronic accounts of the employees.

20. In each case carers must provide a completed registration form, unless they hold an existing valid account with the Contractor. A copy of the carer's local authority or OFSTED registration certificate will be required by the Contractor where appropriate, as detailed on the carer and employee information literature.

21. On receipt of the required valid and complete documents, the Contractor will create a carer's account, informing the carer by e-mail of their unique carer reference number for that account. The carer is then required to provide that carer reference number to any employee who intends to initiate a payment to that carer.

22. Payment will be made to the carer as a direct BACS transfer. The carer can review these payments through the Contractor's website facility.

23. The Contractor does not select or recommend carers, and the choice of carer and provision of satisfactory levels of care and general service are the responsibility of the employee.

### **Queries**

24. Clients, Employees, and Carers will have access to a helpdesk facility. The helpdesk will deal with incoming telephone calls, emails, faxes and post. The Helpdesk is available on weekdays, excluding Public Holidays, from 9am to 5pm. The Helpdesk email service will be the primary point of day-to-day contact.

25. The Client will ensure that employees are aware of the Client's unique reference number, and will instruct employees to quote that number in all verbal or written communications with the Contractor.

### **The Client's Administration of the scheme**

26. Following receipt of the Client's valid signed Service Agreement, the Contractor will contact the person named herein as responsible for placing Orders and will provide basic information on the scheme, including confirmation of the related unique reference number.

27. The Client representatives or agents shown on this Service Agreement will ensure that they are familiar with the operational matters defined herein, and, following the initiation of the account, refer any queries regarding the day-to-day operation of the scheme to the helpdesk.

28. The Client will nominate a representative, who will be responsible for ensuring that complete and timely ordering and payment is made to the Contractor.

29. The Client will notify all participating employees that they can only use their electronic account to request payments to registered or approved childcare providers, and that the employees will ensure that they confirm to their own satisfaction that their childcare provider holds valid registration or approval certification prior to applying for, or accepting Childcare Vouchers in respect of the Client's scheme.

30. The Client will agree with all participating employees that any change, known to them, in the registered or approved certification status of their own childcare provider will be advised to the Client, as their employer, and that such information will be promptly passed to the Contractor for the purpose of modifying the Contractor's database record of the childcare provider, and preventing future participation in respect of payment requests from participating employees.



## Section Two – Charges Payable by the Client

1. The Cost incurred in individual orders is the **Service Charge**, as shown below.
2. Full payment by the Client of the total order cost, including the service charge and VAT is required by the Contractor via direct debit. The direct debit will be taken automatically following order receipt.
3. Payments will be made by the Client in accordance with Part 3 “Making Payment to the Contractor”.
4. No VAT is applicable to the childcare vouchers contained in each order. VAT will be charged on the service charge, and any other administration charge levied.
5. The Client is responsible for the provision of complete and timely payment in line with the information available to the Client through the Contractor’s website facility, and for the referencing of payments using either the related Invoice Number or Client reference Number provided to the Client by the Contractor.
6. The Contractor reserves the right to delay the release of financial credits (childcare vouchers) to related employees, in the event that the amount payable is not received in full. The Client will be responsible for the timely notification of such delays to related employees.
7. The method of payment of charges will be Direct Debit. During the time required to set up a direct debit facility, the Client will be required to pay by BACS/CHAPS.
8. The Contractor reserves the right to modify these Charges, providing 30 days prior written notice.

## Section Three – Making Payment to the Contractor

1. If payment is made by either BACS or CHAPS, then the electronic transfer and any related Remittance Advice notes should include the **Client Unique reference Number**, provided to the Client by the Contractor at the start of the Agreement, in all cases.
2. The Client will make a single payment transaction in respect of each Contractor Invoice, and will ensure that the Client’s representatives responsible for the provision of payment are aware of that requirement.
3. Payment provided without adherence to the above requirements may not be allocated to the Client’s account with the Contractor, thus potentially delaying the transfer of the childcare voucher to your employee. The Contractor will not accept responsibility for any related delays either in allocation or provision of the childcare voucher.
4. Details for direct transfers are as follows –
  - Account Name: **Fennies Vouchers.Com Limited**
  - Account Number: **20629185**
  - Sort Code: **23 84 84**
  - Branch Address: **Allied Irish – Bromley Branch**  
**Rutland House**  
**44 Masons Hill**  
**Bromley BR2 9EQ**

## Section Four – Conditions

1. The Contractor shall keep secret and shall not disclose any information of a confidential nature obtained by them by reason of this Agreement unless required to do so by law.
2. The Contractor shall comply with the provisions of the Data Protection Act 1998. All data provided to the Contractor under this Agreement shall remain the property of the Client, and shall be used solely for the purposes of fulfilling the Contractor’s obligations under this Agreement.
3. This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.



## Section Five – Declaration:

*Our authorised signature confirms the Client's acceptance of the terms of the Scheme as defined herein.*

Signature: .....

Name: .....

Position: .....

Organisation: .....

Address: .....

.....

.....

Date: .....

## Section 6 – Service Charge

### Service Charge Tariff

The Contractor reserves the right to modify the Service Charges, providing 30 days prior written notice. Our current service charge rates are available on request.