

Terms and Conditions of Salary Sacrifice

1. This Salary Sacrifice Agreement is an Amendment to the Employee's Contract of Employment with his/her Employer (in accordance with Section 4 of the Employment Rights Act 1996) (the "Agreement") referring in particular to the Employee's weekly or monthly salary, which will be reduced by the financial value chosen and indicated by the Employee (the "Sacrifice Value") when entering into this Agreement or by subsequent amendment agreed between the parties.
2. In this Agreement, "Salary" from which the Sacrifice Value is taken shall exclude weekly or monthly pay due to the Employee and below the National Minimum Wage or below the Lower Earnings Limit, and shall also exclude pay due to the Employee in respect of statutory benefits, including but not limited to, statutory sickness pay and statutory maternity pay. In this Agreement "Payroll Period" shall mean those weekly or monthly periods at the start or end of which the Employer in their normal course of business calculates and makes payment which is due to Employees under the Contract of Employment of Employees.
3. Subject to the provisions of clause 4 of this Agreement, the Employee agrees that the Employer will reduce his/her weekly or monthly Salary by the Sacrifice Value and that the Employer will subsequently provide Childcare Vouchers which may be used by the Employee to purchase registered or approved childcare, up to and including the Sacrifice Value.
4. No sacrifice shall take place and no childcare vouchers or other non-cash or other benefit shall be provided to the Employee in any Payroll Period in which insufficient weekly or monthly Salary is available from which to make a reduction by the whole Sacrifice Value. In such Payroll Periods the Employee's weekly or monthly Salary shall be payable to the Employee without reduction in respect of any part of the Sacrifice Value.
5. The Agreement shall commence on the date of acceptance by the Employer, such acceptance to be deemed to have been given by the Employer's processing of the first weekly or monthly Salary reduction subsequent to the submission of the Agreement by the Employee. The Employee will provide the information deemed to be required by the Employer for the purposes of entering into this Agreement.
6. The Agreement shall run for a period of 12 months from the date of the first amendment to the Employee's Salary (the "Initial Period") and shall thereafter continue in effect unless or until terminated, or the Sacrifice Value changed, by one month's notice in writing given by either party to the other at any time after the expiry of the Initial Period, subject to the provisions of clauses 7 and 8 of this Agreement.
7. The Agreement may either be terminated during the Initial Period or the Sacrifice Value changed at any time only with the prior acceptance of the Employer. Acceptance will normally be given only if the Employee demonstrates and confirms to the satisfaction of the Employer a change in the Employee's personal circumstances which directly affects the Employee's childcare requirements (a "Lifestyle Change") such as pregnancy, redundancy, death of a child/partner, redundancy of a partner, cessation of employment or change in working hours.
8. The Employee will in all cases of applying for termination, or Sacrifice Value change, complete a Salary Sacrifice Amendment of Terms Form, as provided by the Employer. A Lifestyle Change will be confirmed except in the case of a request for termination after the expiry of Initial Period.
9. In the event that this Agreement is terminated at the request of the Employee, any option for the Employee to enter a further Salary Sacrifice Agreement will be offered solely at the discretion of the Employer.
10. The Employee agrees to accept the Childcare Vouchers provided by the Employer in respect of this Agreement. The Employee may not exchange received Childcare Vouchers with any person or organisation, including but not limited to the Employer, for cash, salary or any goods or service other than childcare.
11. The Employee is responsible for selecting a Sacrifice Value which does not exceed expected childcare costs over the period of the Salary Sacrifice Agreement. If a Lifestyle Change occurs in respect of the need for childcare, the Employee will notify the Employer.
12. The Employee accepts and agrees that it is his/her responsibility to determine and understand the effect on his/her financial position by entering into this Agreement in respect of Employer or state benefits which may include but are not limited to Statutory Sick Pay, Statutory Maternity Pay and Tax Credits.
13. In making this Agreement, and in respect of the childcare provider selected by the Employee ("Carer"), the Employee -
 - confirms his/her understanding that vouchers are for use only with registered or approved Carers holding valid current certification from a recognised authority such as Ofsted in England, or similar bodies in Scotland or Wales or Northern Ireland
 - will ensure that in making this Agreement the Employee has taken steps to satisfy himself/herself that the Carer to whom Childcare Vouchers will be offered by the Employee as full or part payment for childcare, holds current and valid registration or approval certification, and that the Employee has inspected such certification in its original form
 - accepts that it is the Employee's responsibility to ensure at all times that the Carer continues to hold current and valid certification, and that Childcare Vouchers will not be offered to the Carer should such certification be known by the Employee to have become invalid
 - will notify the Employer immediately if it becomes known to the Employee that a change has occurred in the registered or approved certification status of any Carer to whom payments using Childcare Vouchers have been made, or are intended to be made.
14. In respect of the child(ren) for whom the Childcare Vouchers will be used to make full or part payment to a Carer, the child(ren) must be either a child or stepchild of the Employee and be maintained (wholly or partly) at the Employee's expense, or resident with the Employee and be a person for whom the Employee has parental responsibility. In making this Agreement, the Employee is confirming his/her relationship to the child(ren) in that respect.
15. The Employee will only use Childcare Vouchers to pay for childcare that is provided for children up to the age of 15 (until 1st September following their 15th birthday) or the age of 16 if they are disabled (until 1st September following their 16th birthday).
16. The Employee is responsible for selecting the Carer and agreeing terms with them. The Employer does not accept liability for the standard of childcare services provided by Carers. The Employee will satisfy himself/herself as to the ability and standards of the Carer chosen by the Employee.
17. In selecting one or more Carers, the Employee accepts that payment in respect of Childcare Vouchers will only be made to Carers who have submitted to Accor Services a completed Carer Application Form (as issued by Accor Services) and a photocopy of their current and valid registration or approval certification, this certification having been issued to the Carer by an authority recognised by HMRC. Family relatives of the Employee are eligible to receive payment against the Employee's Childcare Vouchers only if those relatives are registered or approved, provide the care for the Employee's child(ren) away from the child(ren)'s home and also provide care at the same time for other unrelated children.
18. Any payments due from the Employee to Carers in respect of childcare services which exceed the value of Childcare Vouchers provided under this Agreement shall be payable by the Employee directly to the Carer, and neither the Employer nor any Employer's representative shall be held liable for such excess payments.
19. In the case of the Employee receiving electronic Accor Services Childcare Vouchers, the Employee will safeguard the membership number allocated by Accor Services, as shown on the membership card provided to the Employee by Accor Services, and inform the Employer immediately if the membership and or related PIN number subsequently selected by the Employee becomes known, or is suspected of becoming known to another person.
20. In the case of the Employee receiving paper Accor Services Childcare Vouchers, the Employee shall provide vouchers to their Carer not less than one month prior to the expiry date printed on the voucher(s). Vouchers become invalid and cease to have any monetary value to the Employee after the expiry date.
21. The Employee agrees that the Employer shall be entitled to receive from Accor Services details of all payments made to the Employee's Carer(s) under this Agreement, and the name, address and registration number of such Carer(s).
22. In the event of the cessation of his or her contract of employment with the Employer, the Employee agrees to utilise all Childcare Vouchers in the Employee's possession within 3 months of the date of termination of that contract, after which time the vouchers shall become invalid, and cease to have any monetary value to the Employee.