

Salary Sacrifice Agreement

You, the Employee should complete this form and sign the declaration if you wish to enter into a Salary Sacrifice Agreement with your Employer. See overleaf for Terms & Conditions.

SECTION 1: EMPLOYEE INFORMATION

Title:	First Name:	Surname:
Job Title:	Department:	
National Insurance Number:	Payroll Number:	
Home Address:		
		Post Code:
Home Telephone Number:	Work Telephone Number:	
E-mail Address:	Date of Birth:	

SECTION 2: CHILD / CHILDREN'S INFORMATION

The children for whom the Employee is responsible and for whom the Employee will pay for childcare

Name of Child	Date of Birth	Relationship to Employee	Registered Disabled? Y/N
1			
2			
3			

SECTION 3: CARER INFORMATION

You, the Employee, only need to provide details of one Carer at this stage, You can also use your Childcare Vouchers to pay other registered or approved Carers who are affiliated with Edenred UK.

Name of Carer
Registration or Approval Body (e.g. Ofsted)
Registration or Approval Number :

- Please contact your Carer as soon as possible to find out if they are affiliated with Edenred. If they are, simply ask them for their Edenred Account Number which you will need in order to transfer electronic vouchers to them online (this account number begins with a "P" and is issued to Carers when they affiliate with Edenred.)
- If you are to receive paper Childcare Vouchers, you can hand them to your Carer once they are affiliated
- If your Carer is not already affiliated with Edenred, they should complete a Carer application form online by visiting www.childcarevouchers.co.uk and clicking on ACCEPT VOUCHERS in the Childcare Providers area.
- You can download a printable Carer application form from the same website if your Carer does not have internet access.

SECTION 4: VOUCHER INFORMATION

Your employer should have completed a basic earnings assessment which will tell you the upper limit of the range available to you. If you are not aware of this please contact your employer to request a basic earnings assessment prior to submitting this agreement.

	Weekly paid	4-Weekly paid	Monthly paid
Basic rate category	(Maximum £55)	(Maximum £220)	(Maximum £243)
Higher rate category	(Maximum £28)	(Maximum £112)	(Maximum £124)
Additional Rate category	(Maximum £25)	(Maximum £100)	(Maximum £110)

SECTION 5 : WHAT HAPPENS NEXT

- When you have completed this form, please check with your Employer when you should expect to receive your first vouchers
- Your Employer will contact Edenred to order the vouchers on you behalf, to the value you have chosen on this form.
- Shortly before you receive your first vouchers, you will receive a Parent Welcome Pack from Edenred explaining how to use your electronic or paper Childcare Vouchers.

DECLARATION:

As the Employee, I have read and agree to the variation in my contract of employment with the Employer, as defined in the Terms & Conditions of this Salary Sacrifice Agreement (see over). I hereby authorise the Employer to reduce my salary accordingly.

Signature (employee) **Date:**

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 ("Agreement") referring in particular to the Employee's salary, which is the contractual cash pay provided by the Employer to the Employee previously agreed between the parties ("Salary").
2. The Employee and Employer agree that the Employee's Salary will be reduced by the financial value chosen by the Employee when entering into this Agreement, and which shall be within the range offered by the Employer to the Employee, the Employer having carried out a basic earnings assessment in relation to the Employee (the "Sacrifice Value"), and that the Employer will consequently provide childcare vouchers as a non-cash benefit ("Childcare Vouchers"), allowing the Employee to obtain childcare services of a value equivalent to the Sacrifice Value.
3. In the event that the value chosen by the Employee when entering into this agreement exceeds the range offered by the Employer, then the Sacrifice Value shall be the highest value in the range offered by the Employer to the Employee.
4. The parties agree that in addition to this Salary Sacrifice Agreement document whether in paper or electronic format, the payslip of the Employee and the Sacrifice Value and Salary Value shown thereon and the allocation of Childcare Vouchers received by the Employee from the Employer shall together comprise notification to the Employee of the revised Salary and Sacrifice Value effectively agreed between the parties.
5. The Employer shall not be obliged to provide the Childcare Vouchers to the Employee, and the Employee shall not be entitled to receive the Childcare Vouchers in any period of unpaid leave, excepting periods of maternity or adoption leave or other period in which the Employer is obliged by law to provide contractual non-cash benefits.
6. The Employee shall provide all personal information requested by the Employer in respect of entering into this Agreement.
7. The Employer shall not enter into this Agreement or make any related amendment to the Employee's Salary related to the provision of any childcare vouchers or other non-cash or other benefit which would otherwise be established through this Agreement if the Employee's Salary as reduced by the Sacrifice Value would fall below the National Minimum Wage or the Lower Earnings Limit (the "Lower Limits").
8. 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 provision of the first Childcare Vouchers subsequent to the submission of this Agreement by the Employee.
9. This Agreement shall continue in effect unless or until amended or terminated by notice given by either party to the other, such notice being subject at all times to the provisions of this Agreement.
10. Notice given by the Employee to the Employer in respect of clause 9 shall at all times be provided through an amendment form or termination form in the format defined by the Employer.
11. An amendment form or termination form shall be valid only when completed by the Employee.
12. Implementation of an amendment form or termination form will be at the sole discretion of the Employer and will be deemed to have taken place upon the first occurrence of the related amendment or termination of the provision of the Childcare Vouchers. The Employer shall not unreasonably withhold such implementation.
13. In the event that this Agreement is terminated at the request of the Employee the Employee may not enter into a further Salary Sacrifice Agreement until a period of 6 calendar months has elapsed from such termination. Upon termination, the Employer shall be entitled to cease to provide the Childcare Vouchers.
14. 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, cash pay or any goods or service other than childcare.
15. The Employee is responsible for selecting a Sacrifice Value which does not exceed expected childcare costs over the period of the Salary Sacrifice Agreement.
16. 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.
17. 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 recognised by HMRC
 - 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 Employer

as full or part payment for childcare, holds current and valid certification, and that the Employee has inspected such certification

- 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 by the Employee 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 certification status of any Carer to whom payments using Childcare Vouchers have been made, or intended to be made.
18. 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 must be 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.
 19. 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 registered disabled (until 1st September following their 16th birthday).
 20. The Employee is wholly and without exception responsible for selecting the Carer and agreeing terms with them and satisfying himself/herself at all times as to the ability and standards of the Carer. The Employer does not accept liability for the standard of services provided by Carers.
 21. 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 the Employer's administrator, Edenred UK, a completed carer application form (as issued by Edenred UK) and a photocopy or emailed scan of their current and valid registration or approval certification, such certification having been issued to the Carer by an authority and in circumstances and for purposes recognised by HMRC. For the avoidance of doubt, the acceptance and or processing of a carer application form by Edenred UK does not, and is not intended to, give any indication of the quality of services provided by the Carer.
 22. 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.
 23. In the case of the Employee receiving electronic Edenred Childcare Vouchers the Employee will safeguard the membership number allocated by Edenred UK, as shown on the membership card provided to the Employee by Edenred UK, 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 by another person.
 24. In the case of the Employee receiving paper Edenred Childcare Vouchers the Employee shall provide vouchers to his/her 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 or other value to the Employee after the expiry date.
 25. The Employee agrees that the Employer shall be entitled to request and to receive from Edenred, acting as the Employer's administrator, details of voucher usage, such details to include but not be limited to details of payments made to the Employee's Carer(s) under this Agreement, and the name, address and registration number of such Carer(s).
 26. The Employee shall address any claims in respect of a breach of the terms of this Agreement to the Employer.
 27. The Employer shall be entitled to terminate this Agreement and to cease to provide the Childcare Vouchers with immediate effect in the case of a breach of the conditions of this Agreement by the Employee.