

For office use	BDM		LBM	FM	4C		Contract No.	
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childcarepass Client Service Agreement

Client Details	
Company Name
Address
Town, County	.....
Postcode	.....
Co. Registered No.	.....

Childcare Main Contact Details					
Title (Mr/Mrs/etc.)	First Name	.....	Surname	.....
Telephone	(Ext)	.....	Fax	.....
Job title				
e-mail Address				

Invoicing Details (to be completed in full)					
Title (Mr/Mrs/etc.)	.....	First Name	.....	Surname	.....
Telephone	.....	(Ext)	.....	(Fax)	.....
Address	..... .....			
Town, County	.....			
Postcode	.....			
e-mail Address	.....			

Payment Terms		
Terms		
Payment Method	Direct Debit (please complete attached form) / BACS / Cheque	(Delete as appropriate)
Management Fee	No of Enhanced Service Choices	Cost

BACS Payments Should Be Made to the Following Account	
Account Name	Sodexo Pass Ltd Childcare Receipts
Account Number	22135697 Sort Code 15-10-00
Bank Address	The Royal Bank of Scotland Plc London City Office PO Box 412 62-63 Threadneedle Street London EC2R 8LA

Please tick here if you require a combined invoice for the face value of the childcare vouchers and the management fee.

Terms and Conditions of Agreement

1. Sodexo Pass will provide the Childcarepass service on the terms of this Agreement. The Childcarepass service works as follows:
 - 1.1. Sodexo Pass will issue (and send by Royal Mail) paper vouchers to the employees of the Client. Alternatively employees can set up an account with Sodexo Pass and e-vouchers will be credited to the employees' accounts as instructed by the Client.
 - 1.2. Each paper voucher will have a unique reference number and if requested by the Client, will bear the employee's name. Paper vouchers are spent by the employee giving them to the childcarer.
 - 1.3. E-vouchers are credited to an employee's account and may be spent by the employee accessing his/her internet account and arranging payment to the carer. Sodexo Pass can be contacted to do this on behalf of an employee in cases where the employee's internet access is unavailable for any reason
 - 1.4. The vouchers are printed or credited to the employee's account in batches and have an expiry date of between 15 and 18 months from the date of posting or credit (if the vouchers are allowed to expire before they are used they will lapse and will not be replaced by Sodexo Pass). The employee can use the vouchers in payment to any childcarer(s) which is (are) affiliated to the Childcarepass scheme. Sodexo Pass then redeems the vouchers from the carers.
 - 1.5. Sodexo Pass requests that childcarers provide (where applicable) a regulatory body certificate (as at the date of their application for affiliation) but does not make any further checks on the carers. The affiliation of any carer to the Childcarepass scheme does not mean that Sodexo Pass in any way recommends the carer. The Client must inform employees that it is entirely their responsibility to select an appropriate childcarer. Sodexo Pass will not under any circumstances be liable for any acts or omissions of the childcare service providers.
2. The Client will provide Sodexo Pass with complete and accurate information (including payroll timing information) in order to provide the Childcarepass service. Data must be provided by the Client using the file format provided by Sodexo Pass. All payroll information or other personal data disclosed by the Client ("the Data") will be treated as confidential by Sodexo Pass. Both the Client and Sodexo Pass will comply with their respective obligations under the Data Protection Act 1998. Sodexo Pass will use the Data for the purpose of providing the vouchers to the employee in accordance with, and for the purposes of performing its obligations under, this Agreement and for providing the employees with information about its other products and services if employees have opted to receive such information. Sodexo Pass shall maintain throughout the term of this Agreement appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Data and adequate security programmes and procedures to ensure that unauthorised persons do not have access to any equipment used to process Data.
3. Orders for vouchers must be received at least 5 working days (i.e. days other than weekends and public holidays) before the scheduled date for delivery in order to guarantee that the vouchers will be posted to the Client's employees on time. Invoices for the face value of the vouchers and for the management fee (plus VAT where VAT is payable in respect of the whole or part of the sum invoiced) will be posted and e-mailed to the Client's specified contact(s) within 24 hours of receipt of emailed order.
4. Ownership of the vouchers will remain with Sodexo Pass until the vouchers are paid for in full. Sodexo Pass will take reasonable care to ensure that employees receive their vouchers on or around the agreed delivery date. Vouchers will be despatched to the delivery addresses as stipulated by the Client. Risk of loss or damage to the vouchers will remain with Sodexo Pass until delivery at which point the liability passes to the employee recipient.
5. Payment (in cleared funds) for the face value of the vouchers must be received on or before the scheduled despatch day (unless credit facilities have been agreed, in which case payment must be received on or before the Client's employees' pay day). Payment (in cleared funds) for the management fee must be received no later than 14 days after the invoice date. Any vouchers that are subsequently cancelled at the Client's request for any reason, prior to despatch are subject to the full Management Fee. Sodexo Pass reserves the right to charge interest at 2% above Bank of England base rate (from time to time) on all late payments. Late payment may also result in suspension of credit facilities and the withholding of future deliveries.
6. If any vouchers are not received within five working days of the agreed delivery date, the Client must notify Sodexo Pass immediately in writing (if the Client contacts Sodexo Pass verbally, Sodexo Pass will confirm by e-mail or fax and this confirmation will be final and binding unless the Client replies immediately by e-mail or fax with any corrections). Sodexo Pass will promptly cancel any vouchers notified to it as not delivered and will notify the childcarer(s) nominated by the relevant employee(s) not to accept those vouchers. Replacement vouchers will then be posted or credited, as appropriate to the employee(s) as soon as possible. It is the Client's responsibility to ensure that employees inform it of any non-delivered vouchers and to notify Sodexo Pass. Sodexo Pass will not accept liability for (or replace) any non-delivery or short delivery unless notified to it as provided in this clause.
7. Neither party will be liable for any breach of these terms and conditions where caused by circumstances beyond their reasonable control. Requests for changes to the service delivery, as outlined overleaf, or to the employees' addresses and other delivery information must be made in writing. Any changes or amendments may result in late delivery of vouchers if not received 7 working days before the scheduled delivery date. Sodexo Pass reserves the right to charge an administration fee of £250 for any order requiring reprinting or reprocessing due to any continually incorrect error or omission by the Client.
8. These terms and conditions set out the entire agreement between Sodexo Pass and the Client to the exclusion of all other terms. No additions to or variations of this Agreement shall have effect unless expressly agreed in writing by Sodexo Pass. Only Sodexo Pass and the Client (and not the Client's employees) may enforce this Agreement.
9. This Agreement will come into force on the date of counter signature by Sodexo Pass shown below.
10. Either party may terminate this Agreement immediately if the other becomes insolvent or commits a material breach of this Agreement (including late payment) which in the case of any breach capable of remedy is not remedied within 30 days of notice requiring such remedy. Otherwise, either party wishing to terminate this agreement must give at least 90 days notice in writing to expire at any time on or after the first anniversary of the commencement date of this agreement.
11. This agreement shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction to determine any disputes which may arise out of, under or in connection with this agreement.

I have read the terms and conditions and am in agreement. I understand that Sodexo Pass may wish to release news of this Agreement for publicity purposes.

Signed (on behalf of client) **Signed (on behalf of Sodexo Pass)**

Print Name **Print Name**

Job Title **Job Title**

Agreement Date
(to be completed by Sodexo Pass on counter signature)

Sodexo Pass Ltd.

Unit 5 – Albany Court - Albany Business Park – Frimley Rd – Camberley - Surrey – GU16 7QR – Tel: +44(0)1276 687 000

Registered Company Address: 20-22 Bedford Row, London WC1R 4JS Company Registered Number: 2680629

Member of Sodexo Alliance



REVISED20/04/05

childcarepass Client Order Details

The following data is used to pro-actively manage the ordering, processing and delivery of your employee's childcare vouchers.

Please complete all relevant sections

Client Name

Part 1 First Order Details

Month and year voucher scheme will commence mm.....yyyy.....

Part 2 Order Frequency

Please choose one of the following options

Calendar Month Day of the Month, (31 for last day)

OR

4-Weekly

Weekly

Fortnightly

Day of the Week, (Mon-Fri)

.....

For delivery on

Named Delivery/Pay Dates throughout the year

1/...../.....	2/...../.....	3/...../.....	4/...../.....
5/...../.....	6/...../.....	7/...../.....	8/...../.....
9/...../.....	10/...../.....	11/...../.....	12/...../.....

Part 3

(i) Employee/carer paperwork to be sent to Sodexo Pass by / / (dd/mm/yyyy)
 NB Paperwork must be received by Sodexo Pass no later than 7 working days before required delivery date to be included in the order

(ii) Order for vouchers to be sent to Sodexo Pass on or before / / (dd/mm/yyyy)
 Orders must be received NO LATER than 5 working days prior to required delivery date

NB Payment for the face value of the vouchers must be received before delivery date

