



Terms and Conditions for Carers



This childcare voucher Scheme is offered to you by Hawk Incentives Ltd (referred to as “we” and “us”) on behalf of the Employer of a Parent/Guardian and administered by Hawk Incentives Ltd (referred to as “we” and “us” below), subject to the following terms and conditions. You should not register for the Scheme unless you agree to be bound by them.

You should be aware that our agreement to provide and administer the Scheme is with the Employer of the relevant Parent/Guardian. Any existing agreements that you have in place with the relevant Parent/Guardian shall continue and be unaffected by your registration as a Scheme carer.

Changes to Terms and Conditions

The terms and conditions of the Scheme may be revised from time to time at our discretion. You can see an up-to-date version at any time by visiting our website at www.care-4.co.uk or contacting our Information Line on 0344 800 1444 to request a copy.

For Use with Authorised Carers Only

The Scheme is a tax efficient employee benefit enabling participating parents to save tax and National Insurance on the payments that they make to you. In order to comply with HMRC rules, such payments can only be made on a tax efficient basis where payments are made to Registered or Approved Carers.

By participating in the Scheme, you confirm that you are either a Registered or Approved Carer, as defined in the accompanying booklet, and also that you are not a relative of the parent who is making payments to you.

You undertake that you are an authorised Carer in accordance with the terms of Schedule 4 of The Children Act 2004. If, under the terms of Schedule 4 of The Children Act 2004, you are required to hold a valid, current Registration Certificate, you undertake to supply us with your unique reference number confirming your Registration and when requested, a copy of that document. If you are an Approved Carer, you are also required to hold a valid Approval/Registration number. You undertake to supply us with your unique reference number confirming your Approval/Registration, the renewal date and when requested, supply us with a copy of the documents.

In the event that you are no longer registered or authorised to provide childcare in compliance with Schedule 4 of The Children Act 2004, or other regulations you will advise care-4 immediately and no further payments will be made to you under the Scheme. Should we independently become aware, or suspect, that you are no longer authorised to provide childcare in compliance with Schedule 4 of The Children Act 2004 we reserve the right to make no further payments to you under the Scheme. The relevant Parent(s)/Guardian(s) will be notified accordingly.

Account Operation and Password

As part of the registration process you will be required to supply us with certain information including your bank account details. You should ensure that the information that you provide is accurate and up-to-date. You can make changes to the details via the Information Line or the care-4 website. For identification purposes, we will ask you to provide us with a security question and answer. You must maintain the confidentiality of this information. If your details are not accurate, the speed and effectiveness of the Scheme will be affected. Changes that you make to your information will take effect immediately.

We will also enable you to set up a Password, so that you can check payments that have been made to your account. You must maintain the confidentiality of your Password. If you believe that your Password may have become compromised you should contact us as soon as possible and (subject to security checks) we will provide you with an opportunity to reset your Password.

We will not be responsible to you if there is unauthorised access to your account and/or unauthorised account activity as a result of your security information and/or your Password becoming compromised.

You agree to notify us immediately upon your becoming aware of any unauthorised use of your account or any other breach of security.

Whenever a payment due to you is authorised by a participating Parent/Guardian, the amount due will be credited to the secure Scheme holding account in your name operated by us (the ‘carer account’). By providing to us your bank account details, and agreeing to these terms and conditions, you hereby authorise us to redeem the sum held in your carer account and remit the proceeds to your nominated bank account by means of the BACS system. BACS payments take 2-3 working days to process.

No further action or redemption process is required on your part although you can check your care-4 account at any time by visiting our secure website or calling the automated telephone service.

Error in Payments

If you become aware of any error in the payments you have received (or if you have not received any payment) you undertake to advise us immediately, giving full details of the incorrect transaction(s).

- If the discrepancy has arisen due to an error on our part, we will pay to you the balance of the monies due to you within seven days of the error coming to our attention.
- If we have paid monies to you in error, you will repay the amount owed to us within seven days of the error being notified to you.
- If the discrepancy arises from the Parent/Guardian having provided us with incorrect information, we will investigate the discrepancy and report our findings to you as quickly as we are reasonably able. Any payment that we resolve is due to you, will be made within seven days of the conclusion of our investigation.

The parent will remain responsible to you at all times for all sums that are properly due and payable to you either under the Scheme, or under any pre-existing contractual arrangements.

BUT PLEASE NOTE: All claims for errors in payment must be notified by you to us within six weeks of the error. If you fail to notify us of the error within this six week period you accept that the payments that you have received are correct and we will no longer be responsible to you for the error. We reserve the right to deal with any enquiry after this date at our sole discretion.

In the event that we have made a payment to you after (a) you have undergone a change of control in any form, or (b) you have entered into receivership, administration, insolvency or bankruptcy, or have ceased to trade for any reason, you will remain responsible for reimbursing all such payments to you and this obligation will also bind any of your assignees. In addition, you will at all times remain liable to refund any payments where services have not been provided by you.

Monitoring for Compliance

We have no obligation to monitor the Scheme or any user’s use thereof. However, we reserve the right at all times to monitor your use of the Scheme to ensure compliance with these terms and conditions. We also reserve the right to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

In the event that you have breached your obligations under the terms and conditions, you will indemnify us against any losses that we may incur as a result of such breach.

Termination of Membership

By You:

- If at any time you no longer wish to participate in the Scheme, you agree to advise us and the Parent(s)/Guardian(s) who have nominated you in writing and your membership will be terminated within 30 days of that notification.

By Us:

- If we have reasonable cause to believe that you are failing to observe the terms and conditions of the Scheme, we reserve the right to cancel your registration without notice.
- If you cease to provide childcare to each and every Parent(s)/Guardian(s) who have nominated you under the Scheme
- We may withdraw the Scheme at any time and for any reason giving you written notification.

Your Information

We will ask you to give us certain information when you use the Scheme, either by post, on the telephone or via the website. This information will include your name, postal address, bank details, telephone numbers and security identifiers etc. You should have this information and your account details ready whenever you contact us.

We will endeavour to avoid duplication of data recording your participation in the Scheme. Any parents who register for the Scheme and provide your specific post code within their Carer details will be supplied with the full name of any registered Carer that matches the data given. This is in order to identify the precise Carer to whom payment should be made.

We may share your information with others:

By registering as a Scheme carer you will also be eligible to participate in all Hawk Incentives child care voucher schemes and promotions and by so doing you (and for as long as you agree) your information will be shared: (i) within Hawk Incentives Ltd to process and maintain your registration and administer your participation; (ii) with prospective parents/guardians employed by Scheme Employers in order to select a suitable registered carer in respect of any such Scheme. Accordingly, for the purposes of these terms and conditions the term 'Scheme' includes, where the context permits, all or any child care voucher schemes administered by Hawk Incentives Ltd.

We may provide other companies, such as advertisers, with statistical information about the utilisation of the Scheme, but we do not provide them with information which can be used to identify any individual user.

We may pass your details to:

- our professional advisers for the purpose of obtaining professional advice; and
- to our third party agents who assist us with the administration of the Scheme.

If you have agreed, we may also use your information for direct marketing other Hawk Incentives Ltd childcare related products and services that may be of interest to you. You can choose to restrict the use of your personal information for these direct marketing purposes.

If you have previously not objected to us using your personal information for direct marketing purposes, you can change your mind at any time by writing to us: **Data Protection Officer, care-4, Westside, Hemel Hempstead, Herts, HP3 9TD**

Your Right to Information

Under the Data Protection Act 1998 you may request details of personal information which we hold about you. A fee will be payable. If you want to make a request, please write to us at the address above marked F.A.O. Data Protection Officer.

Keep Your Information Up to Date

If you believe that any information we hold about you is incorrect or incomplete, you must ensure that you update us with any changes to your details in writing. You agree to inform us in advance in the event that you will or intend to undergo a change of control at any time.

Telephone Conversations and Internet Use

For quality control and training purposes, we may record your telephone conversations or monitor your internet use with us.

Internet

You are responsible for the costs and quality of your internet connection to the Scheme.

Where you contact us via the Internet, you agree not to do any of the following:

- Interfere with or disrupt networks connected to the Scheme or violate the regulations, policies or procedures of such networks.

- Attempt to gain unauthorized access to the Scheme, other accounts, computer systems or networks connected to the Scheme through password mining or any other means.
- Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data. Your access to the Scheme may occasionally be temporarily interrupted or otherwise restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will always try to post on the site advance notice of periods when the Scheme will not be accessible by the internet. Whatever the cause of any interruption, we will attempt to restore the site access as soon as possible.

Access to the Scheme is also available by telephone via call centre staff between 9am and 5pm Monday to Friday on 0344 800 1444.

We reserve the right to withdraw our website at any time without prior notice.

Our website may contain links that make it easy for you to visit other sites which might be of interest to you. If you use the links to leave our website and visit a site operated by somebody else, you should note that we do not have any control over that website. Accordingly, we cannot be responsible for the protection and privacy of any information which you provide while visiting such sites. You should exercise caution and look at the privacy statement applicable to the website in question.

Our website privacy policy applies to this Scheme. You should read this when accessing the site.

Website Security

The padlock symbol you can see at the bottom of your browser screen is proof that you can use the care-4 site in total security. All the information you enter on this site is encrypted, making it virtually impossible for it to be intercepted by anyone as it is sent over the Internet.

Events Outside our Control

Third party equipment and Service Providers We can accept no liability for loss resulting from a cause over which we have no direct control, including but not limited to, the failure of any third party equipment or service, (e.g. Internet service providers, telecom service providers).

Force Majeure

We cannot be responsible to you for any loss or damage which may be suffered due to any cause beyond our reasonable control including, but without limitation, any act of God, weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or other labour disturbance (not our own labour dispute) or any other technical problems beyond our control.

Limit of our Liability to You

It is expressly agreed between us that our liability to you for any damages arising out of these terms and conditions, however so arising, whether in negligence or otherwise, shall be limited to £10,000. We shall not be liable to you for any indirect, consequential, special or pure economic losses, however they may arise. This limit of liability shall not apply to death or personal injury caused by our negligence.

Our Complaints Handling Policy applies to this Scheme. Full details will be provided upon request to care-4 on 0344 800 1444 or info@care-4.co.uk.

Our Right to Transfer

We may at any time assign to any third party, without your consent, all or part of our obligations to provide and operate the Scheme under our Agreement with you.

Governing Law

This agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

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