

Terms and Conditions for Parents/Guardians

Through the care-4 scheme you are able to make savings on the cost of childcare.

Participation in the Scheme

The care-4 Scheme ('the Scheme') is administered by care-4, a division of Hawk Incentives Ltd, (referred to as "we" and "us" below) on behalf of your Employer.

The Scheme is offered to you subject to the terms and conditions detailed below, and any additional Scheme Rules provided by your Employer. In signing up for the Scheme you agree to be bound by them. You must be eligible to participate in the Scheme according to these terms and conditions and any Employer provided Scheme Rules. You must enter into a salary sacrifice agreement with your employer to benefit from any Tax and National Insurance savings that scheme participation may bring you.

The Scheme is intended for employed parents or legal guardians who may benefit from Tax and National Insurance savings through a salary sacrifice arrangement. Such savings are dependent on current Tax legislation. You accept that it is your responsibility to determine whether participation in the Scheme is and remains Tax efficient for you and how your participation may affect other Tax benefits you may be eligible for e.g. working Tax credits. You accept that we are not advising you on your personal Tax or financial position.

Changes to Terms and Conditions

These terms and conditions may be revised at our discretion at any time. This version was updated in May 2018 and is date stamped with that date. To ensure you are referring to the latest version please check on the care-4 website (the "Site").

Changes to Remuneration Package*

You agree with your Employer that your remuneration and benefits package will be revised for such period as may be agreed between you, to a reduced level of salary plus the benefit of the care-4 Scheme. Your Employer will make available the benefit amount, which will be held by us in your personal care-4 account. You can authorise payments to your nominated Carer(s) from this account, provided there are sufficient funds.

The Scheme will continue to operate in line with these terms and conditions and any Scheme rules provided by your Employer. Should your circumstances change prior to your specified review date, and your scheme rules allow, the benefit will be amended or withdrawn and consideration given to adjusting your base salary to reflect the change in this benefit. Any such consideration is contractual between you and your Employer, and we accept no responsibility for this.

Any adjustment to your benefit amount will be subject to your signing a revised Addendum to Contract with your employer. In some circumstances your Employer may provide you with the opportunity to sanction your request online. We will accept your fully completed online request submission as authority for your Employer to make the requested change to your benefit amount. We will not be responsible to you if a change is made, when there is unauthorised access or unauthorised activity as a result of your PIN or password becoming compromised, unless (and to the extent that) the compromise is our fault.

Qualifying Childcare

You acknowledge that we do not endorse or recommend any Carer or carry out any background checks. Whilst each participating Carer is required to verify that they are either Registered or Approved, it is important that you make your own checks and enquiries to establish their status and suitability with the relevant regulatory body responsible for your Carer e.g. Ofsted.

You undertake that each Carer nominated by you to participate in the Scheme will be either Registered or Approved and is not your Partner or Spouse or any other person that has parental or guardian responsibilities for the child being cared for, as defined in the "Parents" section of the care-4 Site at www.care-4.co.uk (the "care-4 website") under the heading "Eligible childcare". If at any stage it transpires that your Carer is neither Registered nor Approved, or ineligible to receive payment through the care-4 scheme, then you will be liable to repay HMRC, or your Employer, any Tax and National Insurance Contributions that fall due in respect of monies received into your care-4 account.

All pre-existing contractual arrangements between you and your nominated Carer will remain in force and unaffected by your participation in the care-4 Scheme.

If you become aware that your nominated Carer is no longer authorised to provide childcare, you undertake to advise care-4 immediately and you accept that no further payments will be made to that Carer. Should we independently become aware, or suspect, that the Carer is no longer authorised to provide childcare, we reserve the right to cease making payments to that Carer and will provide written notification to you to this effect.

Qualifying Children

You confirm that you are the parent or legal guardian of the child(ren) nominated by you for care to be paid through the Scheme and that the child(ren) are of a qualifying age. A child qualifies up to 1st September after their 15th birthday (or 1st September after their 16th birthday if they have a disability). If your circumstances change, or your child(ren) cease to be of a qualifying age, you will advise care-4 immediately in writing through the care-4 Site and no further payments will be made to your nominated Carer. Should we independently become aware that your child(ren) no longer qualify we reserve the right to cease all further payments to the Carer associated with the child(ren).

Processing Payments

All payments due to your nominated Carer must be properly and accurately authorised by you through the care-4 Site or helpline. A payment authority received before 3pm on any working day will normally be processed on that day, but if received later than 3pm will normally be processed on the next working day. Payment will be made via BACS in line with the Bank's normal transaction timescales. We reserve the right to alter processing times to suit our operational needs.

After a Confirmatory Transaction Has Been Allocated

You accept that once you have advised us to make a payment to a nominated Carer and a confirmatory transaction code has been allocated, the instruction cannot be withdrawn.

If your nominated Carer has provided a valid email address or mobile number, they will automatically receive confirmation that a valid payment has been made to them under the care-4 Scheme.

Regular and Recurring Payment Facility

If you set up a regular or recurring payment instruction, payment will be made to your Carers provided that there are sufficient funds available in your care-4 account when the payments are due to be paid. If there are insufficient funds available, then you will receive an email notification to the last known email address provided by you, advising that the payment could not be made. We will not represent unpaid amounts.

We accept no liability in respect of the non-payment due to insufficient funds being available. In all cases you will be responsible for separately authorising us to pay the 'missed' payment to your Carer. We accept no liability for payments made to your Carer where you have failed to inform us of (a) any change of control of your Carer, or (b) their loss of Approval or Registration, or (c) any change of their bank details or payee details or (d) your Carer going into bankruptcy, administration, liquidation, or otherwise ceasing to trade.

If we receive written notice from any Carer that a payment is due or is inaccurate, we may investigate this with you, and you will provide us with all assistance to determine the correct payment due to the Carer. Ultimate responsibility for all amounts payable to your Carers remains with you at all times.

You accept that if any sums are paid incorrectly due to our receiving inaccurate payment instructions from you, you will have no claims or recourse to us for any loss or liability incurred by you.

Membership Details and Password

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. We will not be responsible to you or your Carer if there is unauthorised access or unauthorised activity as a result of your Password becoming compromised by you.

You agree to notify us immediately in writing upon your becoming aware of any unauthorised use of the care-4 facility or any other breach of security.

Termination of Membership By Your Employer

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 membership and notify your Employer accordingly. If you cease to be employed by your Employer your membership of the care-4 Scheme will terminate, subject to any relevant Employer's Scheme rules.

In the event that your nominated Carer no longer wishes to participate in the Scheme, you will notify us and your Employer in writing immediately.

We may withdraw the Scheme immediately upon written notice to you:

- in the event that your Employer no longer wishes to make the Scheme available;
- in the event our contract with your Employer is terminated or the provision of our services to your Employer is suspended
- if there is a change in legislation which adversely affects the Tax and/or National Insurance treatment of Scheme benefits.

Monies outstanding on Cancellation or Termination

Upon cessation of membership (irrespective of whether this arises due to your cancellation, non-renewal or as a result of termination by us), any monies paid to us in respect of your membership, which have not been paid to your nominated Carer, will remain in your care-4 account until all funds have been utilised. Unspent funds cannot be converted back into cash or refunded to you and will remain in your care-4 account until paid to a nominated Registered or Approved Carer through the Scheme. You irrevocably agree that for dormant accounts (those with no funds paid in or out for the preceding period of 18 months, but excluding from that period any period of suspension by us) we have your authority to terminate your account and access to any balance.

Your Information

You should ensure that the information that you provide is accurate and up-to-date. You can make changes to the details, remove or add more details at any time via the care-4 helpline or Site. If your details are not accurate the speed and effectiveness of the Scheme will be affected.

Data Protection Policy:

We will only process your personal information in accordance with our current Privacy Policy (as updated from time to time). A copy of the current version may be found by logging into your care-4 account and using the Privacy Policy link.

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 unauthorised 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.

Access to the Scheme is available through the care-4 Site 24 hours a day. 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 endeavour to post on the site advance notice of periods when the Scheme will not be accessible via the internet. Whatever the cause of any interruption, we will attempt to restore the site access as soon as is reasonable. In addition, our helpline team are available between 9am and 5pm, Monday to Friday on 0344 800 1444.

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

Our Site Terms and the Privacy & Cookies Policy applies to this Scheme. You will be deemed to have read and understood those Terms and that policy, and therefore you should read this when accessing the site.

Limit of Our Liability to You

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

These terms, our Site Terms of use and the Privacy & Cookies Policy, constitute the entire agreement between us in relation to the Scheme and supersede and extinguish all previous terms, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to the Scheme. No variation of these terms shall be effective unless it is confirmed in writing by us, including by way of providing an updated version of these terms or the Site Terms of use or the Privacy & Cookies Policy on the care-4 Site.

We shall not be in breach of these terms nor liable for delay in performing, or failure to perform, any of our obligations under if such delay or failure result from events, circumstances or causes beyond our reasonable control.

These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or the Scheme or their formation shall be governed by and construed in accordance with the laws of England and the English Courts shall have exclusive jurisdiction to determine any such claims.

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.

* Applies in the case of flexible benefits Schemes and salary sacrifice Schemes only.

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