

# Home Retail Group Childcare Scheme Terms & Conditions

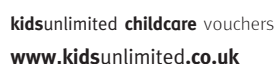
1. **kidsunlimited** operates the Home Retail Group Childcare Scheme (“the Scheme”) on behalf of Home Retail Group. Under the Scheme, Home Retail Group employees can choose to sacrifice part of their wages or salary, on which they would have paid tax and National Insurance, in exchange for Childcare Vouchers. Terms concerning the operation of the Scheme, each party's rights & obligations and the general terms and conditions which apply to the Scheme (none of which affect the Employee's statutory rights) are as follows:

## Interpretation

2. In this Agreement the following words and phrases shall, unless the context otherwise requires, have the following meanings:
  - (a) “Home Retail Group” means Argos Retail Group, the organisation on whose behalf the Scheme is operated;
  - (b) “Childcare Provider” means the person or organisation which is employed or engaged by the Employee to care for the child(ren) of the Employee and who or which is legally entitled to care for the child(ren);
  - (c) “Employee” means any employee of Home Retail Group;
  - (d) “Intellectual Property Rights” means any patent, trade or service mark (including the Trade Mark), copyright, moral right, design right, registered design, know how or any other intellectual property right or similar right of whatever nature subsisting in any part of the world;
  - (e) “**kidsunlimited**” means Kids of Wilmslow Limited (company number 2102771)
  - (f) “The Scheme Rules” means the Home Retail Group Childcare Scheme Rules as published from time to time;
  - (g) “Trade Mark” means the '**kidsunlimited childcare** vouchers', '**kidsunlimited**', and 'Corporate Childcare Management';
  - (h) “**kidsunlimited childcare** vouchers” means the transferable undertaking given by **kidsunlimited** (at an agreed monetary value) to pay a Childcare Provider an amount equivalent to the value of the **kidsunlimited childcare** vouchers in return for the provision of childcare services by it to an Employee; the undertaking is given in return for a promise of payment of the agreed monetary value by Home Retail Group together with the agreed commission.
3. In this Agreement:
  - (a) the headings in these Terms are for convenience only and shall not affect their interpretation;
  - (b) the words “include” or “including” shall be construed without limitation to the words following;
  - (c) except where the context requires otherwise, the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include firms and corporations and vice versa; and
  - (d) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

## Employee's Obligations

4. The Employee shall:
  - (a) agree with Home Retail Group and the Childcare Provider the monthly value of **kidsunlimited childcare** vouchers to be paid for by Home Retail Group on the Employee's behalf by completing the Home Retail Group Childcare Scheme Agreement Form;
  - (b) promptly advise **kidsunlimited** (either in writing or by telephone - 08000 326777) of any changes in the value of the **kidsunlimited childcare** vouchers to be provided by Home Retail Group, their contact details or their Childcare Provider's details;
  - (c) provide **kidsunlimited** and Home Retail Group with written notice to exit the scheme in accordance with the Scheme Rules.
5. The Employee is responsible for choosing the Childcare Provider and agreeing terms with them. **kidsunlimited** and Home Retail Group do not accept liability for the standard of childcare services provided by Childcare Providers. The Employee should satisfy themselves as to the ability and standards of the Childcare Provider they choose.
6. Any payment due for the provision of childcare services by the Employee which exceeds the value of **kidsunlimited childcare** vouchers and is not paid out of net pay (as confirmed by **kidsunlimited**) shall be payable by the Employee directly to the Childcare Provider. **kidsunlimited** and Home Retail Group shall not be held liable for non-payment of these amounts.
7. The Employee shall ensure that at all relevant times they meet the criteria for the Home Retail Group Childcare Scheme (set out within the Rules).
8. The Employee shall supply all information reasonably required by **kidsunlimited** to operate the Home Retail Group Childcare Scheme and abide by the Scheme Rules.
9. The Employee shall safeguard and keep secret the security PIN allocated by **kidsunlimited** to the Employee and inform **kidsunlimited** immediately if it is disclosed to another person (or if it is thought this may have occurred).



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## Operation of the Home Retail Group Childcare Scheme

### Childcare Provider's Obligations

10. The Childcare Provider shall provide such information as is requested by **kidsunlimited** from time to time in relation to the administration and operation of the Home Retail Group Childcare Scheme and use its best endeavours to ensure that any information supplied is complete, true and accurate;
  - (a) accept payment for its childcare services by way of The Scheme but not otherwise accept it as payment for other goods or services;
  - (b) ensure that the fees paid by **kidsunlimited** is allocated in its entirety to the cost of the childcare provided to the Employee (which may be less than the cost of the childcare);
  - (c) keep complete records of all transactions involving the fee payments.
  - (d) have and maintain a UK bank account which can receive BACS payments and provide details of the bank account to **kidsunlimited**. Any changes must be notified to **kidsunlimited** on not less than 14 days' notice; and
  - (e) raise any administrative queries in writing or by telephoning 08000 326777.
11. The Childcare Provider in accepting **kidsunlimited childcare** vouchers shall:
  - (a) accept payment for its childcare services by way of **kidsunlimited childcare** vouchers but not otherwise deal in **kidsunlimited childcare** vouchers or accept them as payment for other goods or services;
  - (b) ensure that the value of **kidsunlimited childcare** vouchers paid by **kidsunlimited** is allocated in its entirety to the cost of the childcare provided to the Employee (which may be less than the cost of the childcare);
  - (c) keep complete records of all transactions involving **kidsunlimited childcare** vouchers.
  - (d) have and maintain a UK bank account which can receive BACS payments and provide details of the bank account to **kidsunlimited**. Any changes must be notified to **kidsunlimited** on not less than 14 days' notice; and
  - (e) raise any administrative queries in writing or by telephoning 08000 326 777.

### Intellectual Property Rights

12. **kidsunlimited** owns Intellectual Property Rights in and arising out of the Scheme. It is a condition of this Agreement that the Childcare Provider shall make no claim over those rights and that all use of the Trade Marks by the Childcare Provider shall be for the sole benefit of **kidsunlimited** and any goodwill accruing to the Childcare Provider arising from its use of the Trade Marks (but no greater or other goodwill) shall accrue to and be held in trust for **kidsunlimited**, which goodwill the Childcare Provider agree to assign to **kidsunlimited** at its request at any time.
13. **kidsunlimited** hereby grants to the Childcare Provider for the duration of this Agreement:
  - (a) a non-exclusive royalty-free licence to use the Trade Marks solely for the purpose of promoting and operating the **kidsunlimited childcare** vouchers scheme providing that the Childcare Provider shall use the Trade Marks in the form stipulated by **kidsunlimited**; and
  - (b) the right to refer to itself as a "member of the **kidsunlimited childcare** vouchers scheme".

## General

### Changes to the Scheme and Terms

14. Administrative changes to the Scheme may be made by **kidsunlimited** from time to time. The Childcare Provider shall bear their own costs of implementing any administrative changes.

### Confidentiality & Data Protection

15. Each party shall take all necessary steps to ensure that data or information which comes into its possession by virtue of and whilst a member of the Home Retail Group Childcare Scheme is treated as confidential information and in particular shall comply with the Data Protection Act 1998 and, if appropriate, shall notify itself under that Act and process such data and information only in so far as is necessary to administer the scheme and not use it to compete or to promote its own or a third party business.



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[www.kidsunlimited.co.uk](http://www.kidsunlimited.co.uk)



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## General

### Liability

17. **kidsunlimited** shall not be liable for any misuse of the Employee's security PIN which results from the Employee's improper disclosure of that PIN.
18. **kidsunlimited** and Home Retail Group will use their reasonable endeavours to maintain the legitimate financial advantages of the Home Retail Group Childcare Scheme but shall not be held liable for any loss caused by factors beyond their control, such as loss resulting from changes in legislation, actions of other Childcare Providers, or a failure by other parties to provide accurate and timely information or promptly to amend salary payment details.
19. Save that nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation, all warranties, conditions and other terms implied by statute or common law as being given by **kidsunlimited** are, to the fullest extent permitted by law, excluded and **kidsunlimited's** total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Home Retail Group Childcare Scheme shall in respect of each event or series of connected events be limited to the value of **kidsunlimited childcare** vouchers purchased by Home Retail Group in the preceding 12 months.

### Termination

20. The parties acknowledge that the duration of this Agreement is independent of any Agreement the Employee may have with the Childcare Provider.
21. The Childcare Provider shall immediately give notice in writing to the other parties if the Childcare Provider's registration (if registration is required by law) with the appropriate authorities as a provider of childcare expires or is terminated or if they are convicted of any criminal offence (other than a road traffic offence) and in those circumstances any party may terminate this Agreement forthwith.
22. Any party may terminate this Agreement if any other party commits a material and or persistent breach of the terms of this Agreement and/or any other party becomes bankrupt, unable to pay his or its debts as they fall due, calls a meeting of his or its creditors with a view to entering into or enters into any composition or arrangement with his or its creditors or, where the other is a company, if any resolution or petition to wind up the company (other than for the purposes of an amalgamation or reconstruction without insolvency approved in writing by the other) or for the appointment of an administrator shall be passed or if an administrator, an administrative receiver or a receiver of the company's undertaking, property or assets or any part thereof shall be appointed.
23. This Agreement will terminate immediately if the Scheme is terminated, for whatever reason.

### Law & Jurisdiction

24. This Agreement shall be governed by and construed in accordance with English Law and each party hereby submits to the non-exclusive jurisdiction of the English Court.



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