

Sodexo Standard Terms and Conditions for Supply of Child Care Vouchers Scheme of the Supplier, Client agrees to comply with the following terms and conditions of agreement of Scheme together with applicable form (“**Agreement**”) Rev 1.1 BRS

1. Interpretation

The following definitions and rules of interpretation apply in these conditions.

1.1 Definitions

Client means an employer entering into the Agreement to provide the employees with vouchers.

Employee means an employee of the Client.

Form means a registration form of the Supplier

Salary Sacrifice Agreement means an employment contract entered by the Client and the Employee to amend to grant permission of gross salary deduction.

Scheme means the Salary Sacrifice childcare voucher programme.

Scheme Member means an Employee who has signed up to the scheme and has entered into a Salary Sacrifice Agreement.

Supplier means Sodexo Motivation Solutions U.K Limited whose registered is at Avalon House, Breckland, Linford Wood, Milton Keynes MK14 6LD UK

Vouchers means the childcare vouchers issued to a Scheme Member by electronic or paper form.

2. Introductions

2.1 **Notice:** Supply of any services is expressly conditioned on the Client’s assent to this Agreement. Any acceptance of the Supplier’s offer is expressly limited to acceptance of this Agreement and Supplier expressly objects to any additional or different terms proposed by Client. No other terms or any kind shall modify this Agreement unless signed by Supplier’s authorised representative.

2.2 This Agreement will come into force when the Supplier Form is countersigned.

3. Liability

3.1 Ownership of the Vouchers will remain with the supplier until the Vouchers and related management fee are paid in full. 3.2 Risk of loss or damage to the Vouchers shall remain with the Supplier until delivery at which point the liability and risk transfer to the Employee.

3.3 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

3.4 Subject to clause 3.3, the Supplier’s total liability to the Client in respect of all breaches of duty occurring within any Contract year shall not exceed the Cap.

3.5 This clause sets out definitions used in clause 3.4:

- (a) **Cap means** 100% of the total charges in the Contract year in which the breaches occurred;
- (b) **Contract year means** a 12-month period commencing with the date of this Agreement or any anniversary of it;
- (c) **Total charges means** all sums paid by the Client and all sums payable under this Agreement in respect of goods and services actually supplied by the Supplier, whether or not invoiced to the Client; and
- (d) **Total liability means** the Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.

3.6 This clause sets out specific heads of excluded loss: (a) Subject to clause 3.3, the types of loss listed in clause 3.6 (b) are wholly excluded by the parties. (b) The following types of loss are wholly excluded: (i) Loss of profits (ii) Loss of sales or business. (iii) Loss of agreements or contracts. (iv) Loss of anticipated savings. (v) Loss of use or corruption of software, data or information. (vi) Loss of or damage to goodwill. (vii) Indirect or consequential loss.

4. Indemnity

- 4.1 The Client acknowledges and agrees that it is solely responsible for its relationship with the Employee.
- 4.2 The Client shall ensure that the contract with its employees includes wording substantially in the form of the Salary Sacrifice Agreement provided by the Supplier, providing as a minimum, the level of protection for the Supplier.

5. Termination

5.1 Either party may terminate this Agreement immediately if the other becomes insolvent or suffers or undergoes any event as a result of inability to pay its debts as they fall due 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 written request to remedy.

5.2 Unless otherwise specified in the Schedules, this Agreement shall come into force on the effective date and shall continue for the two years ("**Initial Term**"), unless terminated earlier in accordance with clause 5.1 (Termination) and shall automatically extend for 12 months (Extended Term) at the end of the Initial Term and at the end of each Extended Term. A party may give written notice to the other party, not later than 3 months before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

6. Consequences of Termination

- 6.1 The Client may not assign, transfer, charge or deal in any way with its obligations under this Agreement.
- 6.2 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 6.3 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 6.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any

other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7. Data Protection

7.1 In performing its obligations pursuant to this Agreement, each Party shall comply with all provisions of the applicable law as fully set out in Schedule 1.

8. General

8.1 **Jurisdiction:** 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.

8.2 **Variation:** The supplier shall be entitled to change the terms of this Agreement by issuing an Amendment Notice, without Client consent. Where practicable, the supplier shall provide Client with advance notice of such changes.

8.2.1 If advance notice cannot be provided, the supplier shall advise Client of the change as soon as practicable after it has been made.

8.2.2 The Supplier shall not be liable to the Client and/or Employee for any claims as a consequence of such changes.

8.3 **Regulatory changes:** if any law applicable to the products and services to be provided under this Agreement changes, or is repealed or amended in any way which materially affects the basis on which the supplier offers the products and services under this Agreement to the Client, the supplier reserves the right to terminate the Agreement (or any part of it affected by such Regulatory Change) by providing written notice to the Client.

8.3.1 In the event of any such Regulatory Change, the Supplier also has the right to modify the charges for its products and services by giving written notice to the Client. The Supplier shall use reasonable endeavors to ensure that it provides the Client with at least 30 days written notice of any such changes ("**Change Notification**"), however, in some circumstance, it may not be practicable to provide as much notice.

8.3.2 A Change Notification to the Agreement shall be deemed have been accepted by the Client unless objects by the Client in writing within 21 days of receipt of the Change Notification. Where the modifications are not accepted, either party shall have the right to terminate the Agreement with immediate effect.

8.4 **Force Majeure:** Neither party shall be in breach of the contract nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Schedule 1 (Data Protection)

1. Definitions

1.1 Agreed Purposes means (i) verifying the right of a Programme Data Subject to participate in the Programme; (ii) identifying Programme Data Subjects who are no longer entitled to participate in the Programme because they have left the Client's employment; and (iii) reporting Programme Data Subject usage of the Programme to the Client.

Controller, processor, data subject, personal data, processing and appropriate technical and organisational measures means as set out in the Data Protection Legislation in force at the time. **Data Discloser** means a party that discloses Shared Personal Data to the other party. **Data Protection Legislation** means all applicable data protection

and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 or any successor legislation and any other directly applicable European Union regulation relating to data protection and privacy. **Permitted Recipients** means the parties to this agreement, the employees of each party and any third parties engaged to perform obligations in connection with this agreement. **Programme** means the Employee Benefits to be provided by Supplier to Programme Data Subjects on behalf of the Client. **Programme Data** means Personal Data supplied by any Data Subject to Supplier for the purposes of participating in the Programme. **Programme Data Subject** means any Data Subject who supplies Personal Data to Supplier in order to participate in the Programme. **Shared Personal Data** means the personal data to be shared between the parties under clause 1.1 of this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to Programme Data Subjects: (i) Verification data (e.g. name, email address, postcode, employee number); (ii) Confirmation that a Programme Data Subject has left the Client's employment; (iii) Details of usage of the Programme; and (iv) Make financial transaction i.e. pay invoice or receive payment.

2. Programme Data.

2.1 Supplier acts as sole controller in relation to the Programme Data.

2.2 Supplier shall:

2.2.1 Ensure that all Programme Data is kept strictly confidential;

2.2.2 Only allow its employees access to the Programme Data where such access is necessary to enable Supplier to comply with its obligations under the Agreement;

2.2.3 Ensure that it has appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage of the Programme Data;

2.2.4 Comply at all times with all applicable Data Protection Legislation in providing the Programme.

3. Data Sharing.

3.1 Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) may disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

3.2 In relation to Shared Personal Data, each party acts as controller and shall:

3.2.1 Ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

3.2.2 Give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

3.2.3 Process the Shared Personal Data only for the Agreed Purposes;

3.2.4 Not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

3.2.5 Ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

3.2.6 Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

3.2.7 Not transfer any personal data received from the Data Discloser outside the EEA unless the transferor: complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and ensures that the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR: (ii) There are appropriate safeguards in place pursuant to Article 46 GDPR; or one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

3.3 In relation to Shared Personal Data, each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

3.3.1 Consult with the other party about any notices given to data;

3.3.2 Promptly inform the other party about the receipt of any data subject access request;

3.3.3 Provide the other party with reasonable assistance in complying with any data subject access request;

3.3.4 Not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;

3.3.5 Assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

3.3.6 Notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

3.3.7 At the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;

3.3.8 Use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

3.3.9 Maintain complete and accurate records and information to demonstrate its compliance with this clause 5; and

3.3.10 Provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.