



**Childcare Voucher Salary Sacrifice Scheme – Opting In Form –
Non-teaching monthly payroll**

**This Agreement to Vary Terms & Conditions of Employment
is made on _____ (date)**

BETWEEN

Full Name (employee) _____
Job Title _____
Employee Number _____
National Insurance number _____
Location _____
Home Address _____

Postcode _____
Home Tel no. _____
Work Tel ext no. _____
E-mail address (if available) _____

AND _____ (Employing Authority)

IT IS HEREBY AGREED:

- 1. Definition
 - 1.1 “Original Monthly Salary” means the monthly salary of the Employee on the assumption that the Employee’s terms and conditions of employment had not been varied by this Agreement or any similar agreement.
 - 1.2 “Terms” means the Terms and Conditions of Employment between the Employee and the Employer.
 - 1.3 “Vouchers” means the Employers For Childcare Vouchers Ltd childcare vouchers.

- 1.4 "Voucher Value" means the monetary value of vouchers set out in Clause 4.
 - 1.5 "Adjusted Monthly Salary" means the Original Monthly Salary less the Voucher Value.
 - 1.6 "Variation Term" means the period of time, being not less than one calendar month for which this Agreement is to apply in accordance with Clause 6.
 - 1.7 "Notional Level of Pay" means the same monetary value as the Adjusted Monthly Salary plus Voucher Value.
- 2.
- 2.1 By this Agreement the Employee and the Employer agree to vary the Terms.
 - 2.2 Before entering into this Agreement, on the assumption that no agreement similar to this Agreement had been entered into, the Employee would have been entitled to receive the Original Monthly Salary.
 - 2.3 As a consequence of entering into this Agreement the Employee will be entitled to receive the Adjusted Monthly Salary and Vouchers.
 - 2.4 The Employee and the Employer acknowledge that this Agreement constitutes a notice of a variation to the Terms for the Variation Term in accordance with the provisions of Article 36 of the Employment Rights (NI) Order 1996.
3. Variation
- 3.1 The Employee and the Employer agree to vary the Terms for the Variation Term as follows:
 - 3.1.1.1 the Employee will cease to be entitled to the Original Monthly Salary
 - 3.1.1.2 the Employee will be entitled to receive the Adjusted Monthly Salary and Vouchers with a face value equal to the Voucher Value.
4. Voucher Value
- 4.1 For the purpose of this Agreement the Voucher Value (expressed in pounds sterling) to be received under the Terms (as varied by this Agreement) shall be £ _____ per month.
5. Notional level of pay
- 5.1 So as not to financially disadvantage any individual entering the Childcare Voucher Salary Sacrifice Scheme the Employer undertakes to use a Notional Level of Pay for calculating overtime and other elements of pay and benefits other than salary except where the Employee is only entitled to Statutory Sick Pay and Statutory Maternity Pay.
6. Variation Term
- 6.1 The Variation Term for this variation of the Terms shall commence on _____ (month) and shall expire on _____ (month) unless terminated earlier in accordance with Clause 6.2.
 - 6.2 The Employee may opt out of the scheme by providing 1 month's written notice and by completing a further agreement to vary the Terms.
 - 6.3 The first deduction from an employee's pay will be made from the first available payroll following receipt of the completed variation form in human resources.
7. Responsibility

- 7.1 The Employee confirms that he or she:
 - 7.1.1.1 is the parent or other legal guardian of the child or children in respect of whom the Vouchers will be used to provide childcare facilities
 - 7.1.1.2 is responsible for selecting the individual or institution that will provide such childcare facilities.

8. Reduction in pay

- 8.1 Where an employee's pay is reduced below the national minimum wage or the NIC Earnings Threshold due to the implementation of a term in the employee's contract or some other reason linked to their employment no reduction will be made for childcare vouchers. E.g. if the employee was on half pay plus statutory sick pay and the deduction for childcare vouchers would take the employee below the minimum wage no deduction would be made for childcare vouchers in that month or any other month where this was the case.

Signed
Employee _____

Date _____

Signed on _____
behalf of (Employing Authority or School)

Date _____

Position _____