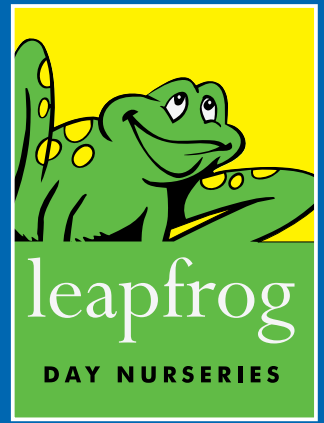


Variation of Contract

(Agreement to vary salary in respect of Childcare Vouchers)



I hereby confirm my agreement to receive part of my total salary as childcare vouchers under the Leapfrog Childcare Vouchers Scheme (The Scheme). I hereby consent to my employer adjusting my salary to the total amount of Childcare Vouchers I order under the Scheme.

I hereby declare that I am the parent/legal guardian for the child/children listed below for whom I am ordering these vouchers. I also acknowledge that it is my responsibility to select the individual Childcare Provider who will provide childcare facilities to my child/children.

Name: _____

Signed: _____

Date: _____

I understand that I will continue to receive childcare vouchers to the same value (£_____) each period, unless I experience a lifestyle change. In which case I will discuss this with my employer and complete a Lifestyle Change form.

NB: Leapfrog and your employer reserves the right to update/amend these terms and conditions at any time.

This agreement to vary terms & conditions of employment is made with affect from _____ (Date)

Between: _____

Full Name: (Please Print) _____

Job Title / Dept: _____

Employee/Pay Number: _____

Home Address: _____

Post Code: _____

Home Telephone No: _____

Work Telephone No: _____

And _____

Company Name: _____

Childs Name*: _____ Date of Birth: _____

Parent/or Legal Guardian (pls delete)

Childs Name*: _____ Date of Birth: _____

Parent/or Legal Guardian (pls delete)

Childs Name*: _____ Date of Birth: _____

Parent/or Legal Guardian (pls delete)

Childs Name*: _____ Date of Birth: _____

Parent/or Legal Guardian (pls delete)

*please state if any of the above children are registered disabled.

Once completed, please forward this form to your HR Department

IT IS HEREBY AGREED:

1. Definition

- 1.1** 'Original Monthly Basic Remuneration' means the monthly remuneration of the Employee on the assumption that the employee's terms & 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 Employer and the Employee.
- 1.3** 'Voucher' means Leapfrog Childcare Vouchers.
- 1.4** 'Voucher Value' means the monetary value of vouchers set out in clause 4.
- 1.5** 'Adjusted Monthly Basic Remuneration' means the Original Monthly Basic Remuneration less the Voucher Value.
- 1.6** 'Variation Term' means the period of time not being less than one calendar month for which this agreement is to apply, as set out in clause 5.

2. Recital

- 2.1** By this agreement the employer and the employee 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 was entitled to receive the Original Monthly Basic Remuneration.
- 2.3** As a consequence of entering into this agreement, the employee will be entitled to receive the Adjusted Monthly Basic Remuneration and the Vouchers; the total amount of the Adjusted Monthly Basic Remuneration together with the face value amount of the vouchers is not to exceed the amount of the Employee's Original Monthly Basic Remuneration.
- 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 section 4 of the Employment Rights Act of 1996.

3. Variation

- 3.1** The employee and the employer agree to vary their Terms for the Variation Term as follows:
 - 3.1.1** The employee will cease to be entitled to the Original Monthly Basic Remuneration.
 - 3.1.2** The employee will be entitled to receive the adjusted monthly basic salary and vouchers.

4. Voucher Term

- 4.1** For the purposes of this Agreement, the Voucher Value (expressed in pounds sterling) to be received under the Terms (as varied by this agreement) shall be agreed between the employer and the employee from time to time.

5. Variation Term

- 5.1** The Variation Term for this variation of the Terms shall commence on the first day as notified on the order form.

6. Notice

- 6.1** The Childcare Voucher Scheme will continue indefinitely. If you wish to close the scheme or are leaving the company you will have to terminate this agreement giving one months written notice, or unless terminated in accordance with this agreement. Notice should be given to your HR Department.

7. Responsibility

- 7.1** The Employee confirms that he or she:
 - 7.1.1** 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.
 - 7.1.2** Is responsible for selecting the individual or institution that will provide such childcare facilities.
 - 7.1.3** That the childcare provider will be registered with OFSTED or appropriate registering body for your area. Alternatively they are an approved provider.
 - 7.1.4** Will inform the voucher scheme if their provider(s) status changes or new provider is selected.

EMPLOYER:

Print Name: _____
Signature: _____
Date: _____

EMPLOYEE:

Print Name: _____
Signature: _____
Date: _____