

CODE OF PRACTICE FOR CHILDCARE
VOUCHER PROVIDERS ASSOCIATION



INTRODUCTION

The CVPA was founded by a group of Childcare Voucher Providers committed to ensuring that Childcare Voucher schemes are managed to an industry standard best practice and provide a high quality service to employers, parents and carers alike.

The Code of Practice plays an important role in delivering that commitment. At the heart of the Code of Practice are the following key principles for Members:

- All Voucher Funds will be kept separately from the Childcare Voucher Provider's own capital;
- Data will be held securely and managed in accordance with the Data Protection Act 1998;
- Payments will be initiated to Carers within one working day of the receipt of a valid Voucher or Employee instruction;
- Service standards will be transparent and all documentation will be clear and not misleading; and
- Stakeholders will have a right to complain to the CVPA if a Member has not adhered to the Code of Practice.

All Members will need to meet the requirements of this Code and satisfy the CVPA of their compliance on an annual basis.

This Code of Practice will help to bring consistency to our industry and its stakeholders by establishing a benchmark for all Childcare Voucher providers to follow.



A handwritten signature in black ink that reads "Jacquie M.K." with a stylized flourish at the end.

Chairman of the CVPA

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1. PREAMBLE

- 1.1 In providing the childcare voucher services Members accept an obligation to Employers, Employees and Childcare Providers (as defined in the Glossary) to act in accordance with the highest standards of professional conduct.
- 1.2 In recognition of this obligation, Members agree to adopt methods of trading that are consistent with the public interest and give better protection than is currently required by law.
- 1.3 The Code of Practice for Childcare Voucher Providers (the "Code of Practice") has been drawn up by the Members to formalise this obligation and detail how this affects our accepted trading methodology. It outlines best practice for the childcare voucher industry, so that Employers, Employees and Childcare Providers have the assurance that they can always expect the highest standards of professional conduct from their childcare voucher provider.
- 1.4 All Members have agreed to be bound by and comply with the Code of Practice. Any persistent or material breaches of this Code of Practice by a Member will be dealt with under the prevailing rules of the Childcare Voucher Providers Association (CVPA).

2. UNDERTAKING

The following conditions set out the general undertakings which all Members have agreed to abide by in providing the Services:

2.1. All Members will clearly include in their terms and conditions with Employers, their administrative services for Employees and contracts with Childcare Providers, in their relevant marketing material, on their websites and at their registered offices the following Code of Practice Statement:

Childcare Voucher Providers Association (CVPA) Code of Practice Statement

We are a member of the CVPA. In offering the Services, we undertake to act in accordance with the CVPA Code of Practice which is available on the CVPA website at www.cvpa.org.uk. If you are dissatisfied with the outcome of any complaint made to us as regards our compliance with the CVPA Code of Practice, please send your complaint to:

Childcare Voucher Providers Association (CVPA)
105 St Peters Street
St Albans
Hertfordshire
AL1 3EJ

- 2.2 Members will provide the Services with integrity, due skill, care and in strict accordance with this Code of Practice.
- 2.3 Members will pay due regard to the interests of all Stakeholders and treat them fairly.
- 2.4 Members will arrange for the adequate protection of any Voucher Funds they have responsibility for as further detailed in section 11.
- 2.5 Members will comply with all applicable legislation and will ensure that their practices accord with any other relevant legal developments that apply to the Services.
- 2.6 Members will take reasonable care to organise and control their affairs responsibly and effectively and will ensure that they have adequate risk management systems.

- 2.7. Members will pay due regard to the information needs of Employers, Employees and Childcare Providers and shall communicate information to them in a way which is clear, fair and not misleading.

3. MEMBER GOVERNANCE

Members will allocate responsibility for Designated Functions to a Designated Person(s).

The Designated Person(s) will be responsible for ensuring that the Member's business is operated in accordance with this Code of Practice.

4. COMPLAINTS PROCEDURES

- 4.1. Members will ensure that there are adequate numbers of staff trained to deal with complaints.
- 4.2. Members will ensure they have a documented Complaint Handling Policy (CHP) in place to ensure the timely and transparent resolution of complaints. The CHP must be referred to in Member's terms and conditions with all Stakeholders, on their website and must be made available to Stakeholders on request.
- 4.3. The CHP must comply with the following minimum requirements:
 - i. Members must confirm receipt of the complaint to complainants within five Working Days if no final response has been issued within that five Working Day period;
 - ii. if a complaint remains unresolved after two weeks, Members must advise the complainant of the circumstances why;
 - iii. if a complaint remains unresolved after four weeks, Members must advise the complainant of the circumstances why; and
 - iv. a final response must be issued in all circumstances within eight weeks.
- 4.4. Members must ensure that complaints can be submitted by Stakeholders via any medium (i.e. verbally, email, letter).
- 4.5. Members must make clear in all final responses issued, if a complaint is not upheld or if a complainant challenges the final response, of the existence of the CVPA and that complaints can be made to it if a complainant believes that a Member has failed to comply with the CVPA Code of Practice. In such a situation full details of the CVPA must be provided to complainants. Members agree to be bound by the CVPA Complaint Process as outlined in Appendix I.

5.CONDUCTOFBUSINESS–MINIMUMSTANDARDS

5.1 Each Member will ensure that it has clear terms and conditions in place governing its relationship with all Stakeholders. The exact content of the terms and conditions is a matter for individual Members, but, as a minimum, they must comply with the provisions of this Code of Practice and, in particular, for each applicable Stakeholder, must contain the specific details set out in sections 5.2 to 5.4 below.

5.2. MEMBERS' RELATIONSHIP WITH CHILDCARE PROVIDERS:

5.2.1. **Eligibility:** Members will ensure that Childcare Providers' Registration is recorded for use in controlling the redemption/payment of vouchers which have been specifically issued at the request of the Employer as income tax and NIC exempt.

5.2.2. **Childcare Provider Registration checks:**

Members will have a clear process for checking the certification of Childcare Providers to prevent the redemption of Vouchers where their certification has expired.

5.2.3. **Provision of information to Childcare Providers:** Members will ensure that their terms and conditions with Childcare Providers include as a minimum:

Contact: all relevant contact details must be clearly set out, specifically those referring to Complaints.

Payment Arrangements: the basis for redeeming Vouchers must be clear and transparent regardless of the method used to redeem the Voucher.

Liability: the position regarding the Member's liability and any limits on such liability must be set out clearly.

Warning – Expiry Conditions: the Term of the Voucher and what happens once it has expired must be made clear.

Warning – Service Charges: any charges must clearly be set out.

5.2.4. All Vouchers in a paper format will contain the following information, unless otherwise defined by the Employer:

- Parent's name
- Value of Voucher
- Voucher Term

5.2.5 **Payments to Childcare Providers:** all payments must be clearly identifiable as required by the Childcare Provider.

5.2.6 **Childcare Provider notifications:** Members will provide Childcare Providers with notice that a payment has been remitted within (3) three Working Days of a payment being dispatched unless otherwise instructed by the Childcare Provider.

5.2.7 **Payment times:** Members will initiate the payment process to Childcare Providers within 1 Working Day of receipt of a valid Voucher or within 1 Working Day of an Employee request (through an appropriate and acceptable form of instruction) for payment to a nominated Childcare Provider, unless otherwise instructed by the Childcare Provider.

5.2.8 **Notifications:** Members will use best endeavours to provide appropriate notice in relation to any delay in making payments to Childcare Providers.

5.3 MEMBERS' RELATIONSHIP WITH EMPLOYERS:

5.3.1 **Cancelled Vouchers:** In the event that a Valid Instruction to cancel a Voucher is received from an Employer, Members will refund the voucher value to the Employer who offered the Scheme at the time of issuance.

5.3.2 **Documentation:** Members will ensure that their terms and conditions with Employers include the following information as a minimum:

Contact: all relevant contact details must be clearly set out, specifically those referring to Complaints.

Data Protection: a commitment to comply with the relevant legislation and in particular to:

- to only disclose personal data in accordance with the principles set out in the Data Protection Act 1998;
- to take all appropriate technical and operational measures against unauthorised or unlawful processing of such personal data and against accidental loss, destruction of, or damage to, such personal data; and

- iii to only use the personal data for the purposes of providing the Services.

Expiry Conditions: the Term of the Voucher and what happens once it expires must be made clear.

Liability: the position regarding the Member's liability and any limits on such liability must be set out clearly.

Service and Transactional Charges: Members will ensure that all applicable charges levied are clearly set out.

5.3.3 **Switching Voucher Provider:** Members shall honour all Vouchers issued by them during the term of their contract with the Employer including following an Employer moving to a new childcare voucher service provider. This should be reflected in Member's contractual terms with Employers.

5.4 MEMBERS' RELATIONSHIP WITH EMPLOYEES:

5.4.1 **Treatment of Voucher Cancellation Request:** any such requests will be treated in accordance with the Rules of the Scheme.

5.4.2 **Documentation:** all online or printed information issued by the Member as part of its administration of the Scheme will be written in plain English so that any Warnings (as below) about the Services are adequately prominent and include the following information as a minimum:

Contact: all relevant contact details must be clearly set out, specifically those referring to Complaints.

Data Protection: a commitment to comply with the relevant legislation and in particular to:

- i to only disclose personal data in accordance with the principles set out in the Data Protection Act 1998;
- ii to take all appropriate technical and operational measures against unauthorised or unlawful processing of such personal data and against accidental loss, destruction of, or damage to, such personal data; and
- iii to only use the personal data for the purposes of providing the Services.

Expiry Conditions: the Term of the Vouchers and what happens once they expire must be made clear.

Liability: the position regarding the Member's liability and any limits on such liability must be set out clearly.

Service and Transactional Charges: Members will ensure that all applicable charges levied are clearly set out with the specific inclusion of charges for Voucher Cancellation and Voucher replacement (if any).

Warning – Cancellation: Vouchers may only be cancelled in accordance with the Rules of the Scheme.

Warning – Loss of Tax Credits: depending on the Employees' personal circumstances participation in the Scheme may impact detrimentally on their personal benefits.

Warning – Minimum Wage: Employees who may be subject to the minimum wage should be aware that participation in the Scheme may impact detrimentally on their personal benefits.

Warning – Replacement: an explanation of how to obtain replacement Vouchers.

Warning – Statutory Maternity Pay Calculations: Employees who may be subject to Statutory Maternity Pay should be aware that participation in the Scheme may impact detrimentally on their personal benefits.

5.4.3 **Switching Voucher Provider:** Members shall honour all Vouchers issued by them during the term of their contract with the Employer, including following an Employer moving to a new childcare voucher service provider. This should be reflected in Member's contractual terms with Employers.

6. LEGAL

- 6.1. Members will ensure that:
 - their terms and conditions, documentation and websites are updated in a timely manner to reflect any changes to Applicable Laws or its operational policies and procedures; and
 - where appropriate such changes are communicated to Stakeholders; and
 - that all customer-facing staff will be fully briefed on such changes so as to inform Stakeholders.
- 6.2. Members will act in accordance with the Public Disclosures Act 1998 and have an appropriate Whistle Blowing Policy in place which is made available to all staff.
- 6.3. Members will ensure they have all the appropriate internal Legal Policies to manage their activities and abide by all Applicable Laws.

7. DATA PROTECTION

- 7.1. Members will act in accordance with the requirements of the Data Protection Act 1998 and any other applicable data protection legislation in order to safeguard the rights of all Stakeholders whose personal data is maintained in the provision of the Services.
- 7.2. Members shall take all appropriate technical and operational measures against the unauthorised or unlawful processing of such personal data and against accidental loss, destruction of, or damage to, such personal data, including
 - i taking reasonable steps to ensure the reliability of any employees of the Member who have access to such personal data; and
 - ii ensuring a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and appropriate to the nature of such personal data.
- 7.3. Members may be acting as either Data Processors or Data Controllers, as defined within the Data Protection Act 1998.
- 7.4. Members will all be subject to their own internal Data Security Policy (DSP), and this will be made available to Stakeholders upon request from their designated Data Protection Officer.
- 7.5. Members will ensure their DSP includes the management of requests from Stakeholders to access data.
- 7.6. Members will not use, sell or otherwise share any personal data collected during the provision of the Services with any third parties other than in accordance with the Data Protection Act 1998.

8. RECORD KEEPING

- 8.1. Subject to their obligation to deliver documents to Employers upon termination of their appointment, Members shall retain all documentation relating to the provision of the Services whether electronic or manual (the "Records") in accordance with the relevant requirements of HMRC or other legislative requirements for that particular Record.
- 8.2. Where there is no specific HMRC or legislative requirement the Records will be retained for 6 years.
- 8.3. Upon expiry of the retention periods all Records will be securely destroyed.
- 8.4. Members will have their own Record Keeping Policy (RKP) and should ensure that this details their Record keeping obligations for ex-Stakeholders.
- 8.5. Records shall be considered to be retained by a Member if copies are available in electronic form or on microfiche. Subject to an electronic copy of the document being available, Members shall be under no obligation to retain documents in paper form.

9. CRIME PREVENTION

- 9.1. Members will undertake appropriate internal checks prior to accepting business and establishing relationships with Stakeholders. Such checks and controls shall include measures for the prevention of money laundering and fraud.
- 9.2. Members shall conduct appropriate pre-employment checks on all employees, including employment history for at least the preceding three years and CRB checks where employees will have access to children's data.
- 9.3. Members will ensure robust security and integrity of online systems and undertake penetration testing meeting or providing equivalent levels of protection to ISO 27001 and ISO 27002 standards for online security.

10. CONTINGENCY PLANNING

- 10.1 Members will ensure that they have documented Business Continuity plans in place, outlining the timescale and extent of measures required to ensure the continuity of trading in the event of unforeseen circumstances.
- 10.2. Members shall make the Business Continuity Policy (BCP) available to Employers upon request to their designated Compliance Officer.
- 10.3. Members will ensure their BCP meets the reasonable requirements of Employers and ensure that the Services are maintained in the event of a disaster.
- 10.4. Members will ensure that their BCP is tested regularly and results submitted to the Member's Board or other relevant governing body.

11. SAFEGUARDING VOUCHER FUNDS

- 11.1 Members will be required to produce their own Fund Protection Policy (FPP) which complies with the provisions of this Section.
- 11.2 Members must commit to ensuring that Voucher Funds are not used by them as operating capital.
- 11.3 Members will be required to be transparent over what measures they use to safeguard Voucher Funds. There are a number of options that the CVPA will recognise, which reflect the different approaches of Members. Members of the CVPA will as a minimum standard segregate Voucher Funds from its own capital. Members agree that Voucher Funds cannot be used as Working Capital by a Member under any circumstances.
- 11.4. The FPP must contain provisions dealing with the following matters:
 - Banking Arrangements:** Members will ensure that Voucher Funds are deposited with an Approved Bank for the Term of the Voucher.
 - Competency:** Members will ensure that staff conducting and/or overseeing the reconciliation are competent in that capacity and "fit and proper", as required by the Member's relevant internal staff training policy.
 - Daily Calculation:** Members will ensure that each day a calculation takes place to validate the balance of Voucher Funds maintained in all Voucher Funds accounts.
 - Monthly Reconciliation:** Members will ensure the Voucher Funds are subject to a formal reconciliation regularly and at least every calendar month so that the Members are able to demonstrate that the accounts are maintained accurately.
 - Timely Banking:** Members will ensure that any monies (whether cheques, bank drafts or other payable orders) are banked by the Member within 1 Working Day of receipt. All monies retained by Members prior to banking shall be securely held and an internal record maintained of the time monies were held before banking.
- 11.5 Members will be required to ensure that their report and accounts are audited annually.

12. OVERSIGHT

- 12.1 Members agree to provide the CVPA with an annual independent audit in accordance with the CVPA Audit Brief.
- 12.2 Members shall ensure that as a minimum, their auditors are provided with the information in the CVPA Audit Brief to facilitate this audit.

13. BREACHES

- 13.1 Members agree to act in accordance with Appendix II and create an associated log of any Breaches of the requirements defined by the Code of Practice.
- 13.2 Members will provide details of all Breaches to the CVPA by 30th June and 31st December each year.

14. ENFORCEMENT

- 14.1 Members agree to be bound by the requirements of the Enforcement Policy as detailed in Appendix III.

15. PROFESSIONAL INDEMNITY INSURANCE (PII)

- 15.1 Members will ensure that they have in place an appropriate level of PII to cover Stakeholders in the event of any losses or default arising from negligence or default by the Member.
- 15.2 Members will provide details of their PII cover to Employers upon request.

16. REPORTING

- 16.1 Members agree to provide the documentation outlined in the Annual Reporting Requirements in accordance with Appendix IV to the CVPA on an annual basis.
- 16.2 Members agree to provide reporting on Breaches in accordance with Appendix III to the CVPA on a six monthly basis.

17. GLOSSARY OF TERMS

Applicable Laws	means all UK laws, regulations and rules which apply to, or are relevant in connection with, this Code of Practice and to the operation of a business or in the provision of the Services.
Approved Bank	A registered financial institution with a credit rating of at least A- from Fitch and Standard & Poors respectively or the equivalent rating by Moody's.
Cancelled Voucher	a Voucher that has been cancelled by a Member in accordance with a Valid Instruction.
Childcare Provider	a childcare provider who has been affiliated with a Member and who accepts Childcare Vouchers as payment for services and has the appropriate Registration.
CVPA	the Childcare Voucher Providers Association, a self-regulatory organisation for service providers providing the Services.
CVPA Audit Brief	the requirements of the annual audit for compliance with the Code of Practice, as amended from time to time by the CVPA, which is available to download from the CVPA website at www.cvpa.org.uk .
Designated Function	<p>Members will allocate responsibility for the following functions to a Designated Person(s):</p> <p>Governance Function: to ensure that the Member provides its Services in accordance with the Code of Practice.</p> <p>Compliance Officer Function: to ensure that the Member monitors its compliance with the Code of Practice and is responsible for logging and reporting any breaches.</p> <p>Data Protection Officer Function: to ensure that the Member complies with Section 7 of this Code of Practice; is registered with the Information Commissioner's Office (ICO); and is responsible for logging and reporting any breaches to the ICO.</p>
Designated Person	means a Director, Partner or Senior Manager from the Member's organisation, with responsibility for ensuring compliance with the Code of Practice.
Employee	an employee of an Employer who is eligible to receive childcare vouchers.
Employer	a customer of a Member.
Legal Policies	means all policies that are required for members to comply with Applicable Laws.
Member	means a corporate body which has met the membership criteria to join the CVPA and has agreed to be bound by this Code of Practice.

Registration	means approved to provide childcare facilities by, as applicable, Ofsted, Local Health and Social Service Trusts, Care and Social Services Inspectorate Wales, the Independent Schools Inspectorate or the Care Commission (or the agencies employing them) or any other body stipulated by HMRC.
Rules of the Scheme	means the rules of the Scheme as approved by HMRC or as issued by an Employer, as amended from time to time.
Scheme	means a scheme operated by a Member in accordance with the instructions of an Employer to offer Employees the ability to use Vouchers provided to Employees by their Employer as a contractual benefit to pay for the provision of childcare by Childcare Providers.
Services	the issuance of childcare vouchers by Members in respect of Voucher Funds received by it and the related payment to a Childcare Provider.
Stakeholders	the Employers, Employees and Childcare Providers to whom the Member provides the Services.
Term	means the term of the Voucher from the date of issue and/ or the period to the date of expiry as set out on the face of the Voucher or on the electronic voucher value, whichever is applicable.
Valid Instruction	an instruction from an Employer to cancel a Voucher which is permissible under the Rules of the Scheme of which the Employee is a member.
Valid Voucher	a childcare voucher presented to a Member for redemption during its term and/or in accordance with the Members terms and condition, or a voucher value shown in an Employee online voucher account for ultimate payment to a Childcare provider, at the Employee's request.
Voucher	the vouchers issued in paper or other electronic form to Employees or credited to the e-voucher electronic accounts of Employees for the purposes of the Scheme.
Voucher Funds	the monies received and held by a Member in respect of which it issues a Voucher.
Working Day	a day (other than a Saturday, Sunday or public holiday) on which banks in the United Kingdom are open for general non-automated business.

18. APPENDICES

- Appendix I** CVPA Complaint Process
- Appendix II** Breaches
- Appendix III** Enforcement Policy
- Appendix IV** Annual Reporting Requirements

APPENDIX I: CVPA COMPLAINT PROCESS

STAGE 1

DISSATISFIED STAKEHOLDER



MEMBER



INVESTIGATION

STAGE 2



STAKEHOLDER



CLOSED



CVPA COMPLAINT PANEL



INVESTIGATION/REVIEW



STAKEHOLDER



CLOSED

CVPA COMPLAINTS PANEL OBJECTIVES:

- To review and investigate all complaints relating to the alleged failure of a Member to comply with the CVPA's Code of Practice;
- To provide an independent assessment of the complaint by undertaking an investigation into the circumstances of the complaint and all associated evidence;
- To ensure both parties have been given the opportunity of making representations; and
- To recommend fair and suitable compensation where necessary.

APPENDIX II: BREACHES

Members will ensure that appropriate records are maintained of all breaches of the Code of Practice, including a specific report for each identified instance. Details of the breaches identified are required to be reported to the CVPA every 6 months and therefore relevant details of breaches should include the following:

CHRONOLOGY:

- Date Breach Occurred
- Date Breach Identified
- Date Breach Reported
- Date Breach Resolved

NATURE OF BREACH:

- **Voucher Funds Related Breach:** with detail relating to the specific failure (i.e. failure to complete Daily Calculation);
- **Complaint Related Breach:** with detail relating to the specific failure (i.e. failure to provide response or confirmation in accordance with the Code of Practice and/or the Member's Complaint Handling Policy), and;
- **Other Breach:** with detail relating to the specific failure (e.g. failure to maintain records in accordance with RKP).

REMEDIAL ACTION:

- Details of steps required to correct the position caused as a consequence of the reported breach (e.g. payment of compensation)

LOSS DETAILS:

- Details of any loss to the Stakeholder that has been compensated by the Member including any goodwill payment.

PREVENTATIVE ACTION:

- Details of steps required to prevent further recurrence of the reported breach (e.g. staff training)

MANAGEMENT COMMENT:

- Details of any other matters as observed by management.

APPENDIX III: ENFORCEMENT POLICY

Objective: To ensure that the integrity of the COP and wider membership is maintained in event of unsatisfactory results from monitoring.

LEVEL 1 (MAXIMUM LAPSED TIME OF UP TO 3 MONTHS)

- Statement from Member's Designated Person, with timetable of the remedial actions to be taken as verified by the independent appointed Auditor.
- Monitoring undertaken by an independent appointed Auditor in accordance with timetable to validate that the remedial actions have been undertaken and the Member is compliant with the Code of Practice.
- Outcome:
 - o Satisfactory - unconditional membership continues; or
 - o Unsatisfactory - Level 2 of Enforcement Policy enacted

LEVEL 2: (MAXIMUM LAPSED TIME OF UP TO 3 MONTHS)

- Meeting held with Member's Designated Person, independent appointed Auditor and CVPA Chairman to determine additional remedial actions needed and seriousness of breach.
- Agreement of timetable of remedial steps to be taken.
- Monitoring undertaken by appointed auditor to validate that actions have been undertaken and Member is compliant with COP.
- Outcome:
 - o Satisfactory - unconditional membership continues; or
 - o Unsatisfactory - Level 3 of Enforcement Policy enacted

LEVEL 3:

- Proceedings undertaken by CVPA chairman to remove approval of member from CVPA.
- CVPA Board to vote on removal (a unanimous decision would be required). Note a Member on the Board of the CVPA must recuse themselves from a vote on their own removal

APPENDIX IV: ANNUAL REPORTING REQUIREMENTS

Detailed below is a list of the information which the CVPA requires to be reported by Members in the form of an Annual Return:

- **Financial stability:**
 - i. to provide a copy of their audited annual report and accounts
- **Member Governance:**
 - i. Names of the Designated Persons and other key staff
 - ii. Roles of the Designated Persons and other key staff
 - iii. Company structure chart as appropriate to size and company complexity
- **PII:**
 - i. PII Sum Assured
 - ii. Copy of Certificate/Schedule
- **Compliance with the Code of Practice:**
 - i. to provide a copy of their CVPA Audit Brief
 - ii. Declaration by a Designated Person of the Member's compliance with the Code of Practice

CHILDCARE VOUCHER PROVIDERS ASSOCIATION(CVPA)

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