**Please refer to the Childcare Deposit Loan Guidance to assist with your application.**

**Please complete this form electronically, print it out, and sign it before emailing with evidence to support the value of the loan requested (e.g. a copy of the quote from the Childcare Provider confirming the value of the childcare fees you must pay in advance) to:** [**hrservices@camden.gov.uk**](mailto:hrservices@camden.gov.uk)

|  |  |
| --- | --- |
| **SECTION ONE (All sections must be completed by applicant)** | |
| **PERSONAL INFORMATION** | |
| **First Name** |  |
| **Surname** |  |
| **Employee Number** |  |
| **Directorate** |  |

|  |  |
| --- | --- |
| **CONTACT DETAILS** | |
| **Address line 1** |  |
| **Address line 2** |  |
| **City or town** |  |
| **County** |  |
| **Postcode** |  |
| **Telephone no** |  |
| **Email address** |  |

|  |  |
| --- | --- |
| **CAMDEN EMPLOYMENT  INFORMATION** | |
| **Job title** |  |
| **Department/School** |  |
| **Employment start date** |  |
| **Annual Salary** |  |
| **Line managers name and contact details** |  |
| **Do you intend to take any period of unpaid absence within the next 12 months?** | **Yes / No**  **If yes, please provide details below** |

|  |  |  |
| --- | --- | --- |
| **SECTION TWO: CHILDCARE DEPOSIT LOAN DETAILS** | | |
| The amount of the Childcare deposit Loan requested must be to cover the payment of upfront fees (this includes any deposit, administration fee and payment in advance for the first month of childcare) to an Ofsted registered Childcare provider (together the “**Approved Purpose**”). The Childcare Deposit Loan cannot be used for any other purpose.  The maximum amount of the Childcare Deposit Loan is £2,000, however the actual amount agreed will be determined based on the maximum value of all active loans you have with the Council being no more than £10,000. This includes for example, season ticket loans. You can use the [loan calculator](https://lbcamden.sharepoint.com/:x:/s/intranet/HR/EZfWX6xg2gRPg3GK6ay42Y4BrpngFWuPZS1GBXUKZv12ig?e=KnDnVKhttps://lbcamden.sharepoint.com/:x:/s/intranet/HR/EZfWX6xg2gRPg3GK6ay42Y4BrpngFWuPZS1GBXUKZv12ig?e=KnDnVK) to determine the maximum value of the loan you may be eligible for. | | |
|  | | |
| **Relationship of the Child(ren) to you?** | |  |
| **Name of Childcare Provider** | |  |
| **Address of Childcare Provider** | |  |
| **OFSTED Unique Reference No. (URN)** | |  |
| **Details of childcare fees to be paid registration fee and administration fees (e.g. no of weeks, cost per week)** | |  |
| **Loan Value Requested\*\*** | |  |
| **Start Date of Childcare** | |  |
| **Payroll Month for Loan Payment** | |  |
| \* Please ensure that you attach evidence to support this e.g. a copy of the quote from the Childcare provider confirming the value of the upfront fees you must pay. | | |
| \*\*Where the value of the loan you are requesting is greater than your monthly net pay and the standard period of notice you need to give the Council to end your employment is less than two months you agree to this notice period being extended to two months until your repayments have reduced the balance of the loan to the value of your net monthly pay. | | |
| **LOAN REPAYMENT PLAN** | | |
| The standard repayment plan is for the loan to be repaid in ten monthly instalments. However, you can choose with to repay the loan earlier a lower number of monthly repayments. If you would like to repay the loan earlier please detail your preferred number of instalments here.  The [loan calculator](https://lbcamden.sharepoint.com/:x:/s/intranet/HR/EWYYw_JeTilIoA-5v9Q6BckBBAwISDiyMmWkbM1OAESqfQ?e=TKkkmW) will help you to calculate your options for the value and number of monthly repayments | | |
| **Number of monthly repayments proposed** |  | |

|  |  |
| --- | --- |
| **SECTION THREE SIGNED DECLARATION** | |
| Agreement  I confirm that if my application for the Childcare Deposit loan is accepted, contents of this application, including this declaration and the terms and conditions of the Childcare Deposit loan scheme which are attached will form my agreement (**the Agreement**) with Camden Council (**the Council**) in relation to this loan.  The agreement between the Council and me will come into existence after   1. I have completed and signed this application form; 2. I have signed the terms and conditions of the Loan Scheme attached to this Agreement; 3. I have confirmation that my application has been accepted by the Council paying the amount of the approved loan into my account as set out in the terms and conditions.     Eligibility Requirements.  I confirm that my contract of employment is either   * open-ended and I expect to remain in service for at least a further 12 months;   or   * fixed term and my contract will have at least 12 months remaining after approval of the loan.   I confirm I will provide HR with invoices and evidence of payment within 30 working days of payment. Failure to submit proof of payment will result in the loan being recovered in the next available payroll.  Approval of the Loan and Purpose  I confirm that the Council has sole discretion to determine (i) whether to provide an Childcare Deposit Loan and (ii) the amount of Childcare Deposit Loan.  I confirm the Childcare Deposit Loan will only be used for the Approved Purpose (See Section 2).  I confirm I will provide HR with invoices and evidence of payment of the Childcare fees to the Childcare Provider within 30 working days of receiving the loan payment.  **I agree and acknowledge that failure to submit proof of payment the Childcare fees will immediately become repayable in full and will be recovered from any salary payments.**  Repayment of the Loan  I agree to repay the Childcare Deposit Loan advanced to me by deductions from my salary in up to 10 equal monthly instalments, commencing the first salary payment after receipt of the loan.  I agree that where the value of the approved loan is greater than the value of my monthly net pay the period of notice I need to give the Council to end my employment will be two months until my repayments have reduced the balance of the loan to the value of my net monthly pay.  I agree and acknowledge that should my employment with the Council terminate at any time before the Childcare Deposit Loan has been fully repaid, the outstanding balance of the Childcare Deposit Loan will immediately become repayable and will be recovered from any salary payments.  If the outstanding balance of the Childcare Deposit Loan is larger than any salary payments due to me before the termination of my employment, I agree to repay the total outstanding balance before the last day of my employment at Camden or, if I do not work any notice period, within 7 days of my last day of employment at Camden.  If for any reason the loan is no longer needed or the fees paid to the Childcare Provider are reimbursed, I will inform the Council’s HR team [hrservices@camden.gov.uk](mailto:hrservices@camden.gov.uk) immediately in writing and make arrangements for immediate repayment of the outstanding loan balance.  Should my salary reduce for whatever reason, the Council is permitted to continue to deduct the Childcare Deposit Loan repayments as agreed.  Final Declarations  I confirm the information I have provided is true and correct.  I confirm that the statements above are true and correct and that I will immediately inform the Council if any of the statements become untrue. I understand that if any of the statements made above are untrue at the time I sign this agreement that (a) this may render me subject to disciplinary action under the Council’s procedures and (b) I may be subject to further investigation and possible civil or criminal liability.  I confirm that I have read and understand the terms and conditions attached, the terms and conditions, together with this application form and declarations will constitute the agreement between the Council and me relating to the Childcare Deposit Loan. | |
| **Signature** |  |
| **Date** |  |
| **This form and the terms and conditions on the following pages should be signed and emailed to** [hrservices@camden.gov.uk](mailto:hrservices@camden.gov.uk) | |

1. Camden Council (**the Council)** offers staff this interest-free loan on the basis the funds are used only for payment of fees to an Ofsted registered Childcare provider, provided:
2. In the above application form, declaration and in these Terms and Conditions, the term “**Employee**” refers to the applicant for the loan.
3. Childcare Deposit Loans may only be used for the approved purpose set out above, and appropriate evidence of how the Childcare Deposit Loan has been used must be provided upon request.
4. The amount requested must be no higher than that required to pay the quoted cost of the Childcare Deposit.
5. If granted, the loan will be paid to the Employee in a single payment at the same time as the applicant's salary into the Employee’s bank account.
6. Under current HM Revenue & Customs rules, provided the aggregate of all interest-free loans provided by Camden Council does not exceed £10,000, it will be treated as a tax-free benefit.
7. The loan will be repaid in full in up to ten equal instalments from salary payments, subject to the provisions of paragraph 9 which sets out the circumstances when the loan will be repayable in full. The Employee authorises the Council to give effect to the repayment by deducting the amount due under each instalment from the Employee’s salary. The first repayment will normally be deducted in the month following that in which the loan has been paid.
8. No further Childcare Deposit loan will be made until the respective Childcare Deposit Loan has been discharged.
9. The full amount of the loan due to the Council will become due and payable in the following circumstances:

9.1 The Employee fails to pay any sum payable by it under this agreement when due, unless its failure to pay is caused solely either by:

* 1. an administrative error or technical problem and payment is made within seven days of its due date: or
  2. an event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or that otherwise prevents the Borrower from complying with their obligations under this agreement.

9.2 The Employee ceases to be employed by the Lender for any reason.

9.3 The Employee uses the Loan for any purpose other than the Approved purpose.

9.4 The Employee fails to provide proof of payment of the fees paid to the relevant Childcare Provider when requested by line management and other relevant council officers.

9.5 Either:

* + - 1. the Employee stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due; or
      2. a petition for a bankruptcy order is presented or a bankruptcy order is made against the Employee or the Employee makes an application for a bankruptcy order or
      3. the Employee dies.

1. If for any reason the loan is no longer needed or the fees paid to the Childcare Provider are reimbursed, the employee must notify Camden HR and arrange for immediate payment of the outstanding loan balance to the Council.
2. If the full amount of the outstanding loan is not recovered from the employee’s final salary or for any other reason, the Council will recover the outstanding balance from any salary or other payments due and reserves the right to pursue payment of any unpaid amount.
3. Employees who require a loan should complete and return a signed copy of the childcare deposit loan application form to HR Services, 10th Floor, 5 Pancras Square. A scanned form by email is acceptable. Applications must be made by the relevant payroll deadline. New employees may apply for the loan prior to their start date, however it will not be paid to them until they are in post.
4. Employees using the loan for a purpose other than those set out above or applying for an amount higher than the fees incurred, will be subject to disciplinary action under Camden Council Disciplinary Procedure. Managers colluding with employees to abuse the scheme may similarly be subject to disciplinary action. The Council considers that abuse of the scheme is likely to amount to fraud.
5. Application for and acceptance of the loan confirms the employee agrees to keep the Council informed of any changes in their circumstances which may affect continued eligibility to work, enter or remain in the UK. It is the employee’s responsibility to ensure that the Council is informed of any changes in their circumstances and failure to do so could affect their continued employment.
6. Notices
   * 1. Any notice or other communication given under this agreement must be in writing and must be delivered by hand or sent by first class post or other next working day delivery service.
     2. Any notice or other communication to be given under this agreement must be given to the relevant party at the relevant address stated at the start of this agreement or as otherwise specified by the relevant party in writing to the other party.
     3. Any notice or other communication given under this agreement will be deemed to have been received: if delivered by hand, at the time it is left at the relevant address; or if sent by first class post or other next working day delivery service, on the second working day after sending.
7. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.
8. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

I confirm and agree to the above terms and conditions of the Camden Council Childcare Deposit Loan Scheme

|  |  |
| --- | --- |
| **Name (CAPS)** |  |
| **Signature** |  |
| **Date** |  |