

Terms and Conditions...

1. The Salary Exchange Agreement constitutes a notice of a variation to the terms of the Employees Contract of Employment in accordance with the provisions of Section 4 of the Employment Rights Act of 1996.
2. The term of this Agreement shall commence from the start date on the Salary Exchange Agreement.
3. You have agreed to enter into this Salary Exchange Agreement for the Period as detailed. In return the Employee will be entitled to receive the adjusted weekly/monthly salary together with the additional Holidays Days and will cease to be entitled to the original weekly/monthly basic salary for the period of this Agreement.
4. Before entering into this Agreement the Employee would have been entitled to receive the original weekly/monthly basic salary.
5. The bought leave is a temporary additional to annual leave entitlement for one year only.
6. The total amount of the adjusted basic salary together with the value of the holiday days is not to exceed the amount of the original basic salary.
7. If an employee should leave voluntarily during the year the full amount of the outstanding instalments will be recovered from the final salary payment.
8. If an employee is made redundant or takes maternity or paternity leave, the employer will refund the cost of any additional leave that has been purchased but not taken.
9. The Employee acknowledges that entering into the Salary Exchange Agreement could affect other benefits such as, but not limited to, Statutory Sick Pay, Statutory Maternity Pay and Working Tax Credits. The Employee agrees that it is their responsibility to determine and understand the effect of this Agreement.
10. The Employee authorises the employer to disclose certain personal data and information to Gemelli as may be reasonably necessary in order to provide you with this benefit in accordance with this Agreement. Furthermore you authorise Gemelli to use such data for that purpose and to contact you directly to clarify any details relating to this benefit.
11. Your employer or Gemelli will not be liable for indirect or consequential loss or damage whatsoever arising out of a breach of this Agreement or any other action or failure to act and will not be held liable for failure to supply, failure to deliver on an agreed time or day or late delivery.
12. The Employee confirms that he/she has read and understood the Scheme Rules and Terms and conditions as detailed above.