

Terms and Conditions...

1. This loan agreement is regulated under the Consumer Credit Act 1974.
2. This Salary Exchange /Loan 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.
3. The term of this Agreement shall commence from the start date on this Agreement overleaf.
4. Agreements received 14 working days prior to the Employees pay day will be processed for the next pay day unless the Employee instructs otherwise.
5. You have agreed to enter into this Salary Exchange / Loan Agreement for the Loan Agreement Period as detailed overleaf. In return the Employee will be entitled to receive the adjusted weekly/monthly salary together with payment for the Training Course and will cease to be entitled to the original weekly/monthly basic salary for the period of this Loan Agreement.
6. Before entering into this Agreement the Employee would have been entitled to receive the original weekly/monthly basic salary.
7. The total amount of the adjusted basic salary together with the face value of the course is not to exceed the amount of the original basic salary.
8. By entering into this Agreement you agree that the course provided under this Scheme is relevant to your job and authorised by your Line Manager.
9. Employees must inform the Employer if the course is to be cancelled and a refund sought from the provider. If the refund is paid by the provider directly to the employee any outstanding balance on the loan must then be repaid immediately.
10. If you leave employment (for any reason) the full amount outstanding on the loan will have to be repaid immediately. Any money owed at the date of leaving including any salary due will be automatically retained or used to reduce the sums owed. This process will also apply should the employee breach the terms of this or any other loan scheme.
11. The period of the loan and the level of monthly repayments cannot be changed other than by early repayment, in full, of the balance due. Loan repayments are made by deductions from your weekly/monthly salary.
12. 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.
13. 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.
14. 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.
15. The Employee confirms that he/she has read and understood the Scheme Rules and Terms and conditions as detailed above.