

Supply of temporary Employees to clients TERMS AND CONDITIONS OF BUSINESS

Background:

These Terms and Conditions of Business and the attached Schedule(s) (the Terms and Conditions) shall apply to the supply of Temporary Employees by Select Recruitment Limited (Select) to the Client.

Select engages work-seekers (the Temporary Employee) under a contract of employment and supplies them to client businesses for temporary assignments during which time the Temporary Employee shall be under the control of the Client.

Select is registered in accordance with the Employment Agencies (Registration) (Jersey) Law 1969.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Assignment	means a project or period of work for which a Temporary Employee is supplied to a Client;
Client	means any person, firm or company including any associates or subsidiaries to whom a Temporary Employee is introduced; and is the principal detailed in Art 1 (2) of the Employment (Jersey) Law 2003;
Elected Assignment	means an Assignment chosen by a Client in the event of the Engagement of a non-assigned Temporary Employee under Clause 10;
Engaged / Engagement	means the engagement (including the Candidate's acceptance of the Client's offer), any employment, engagement or use of the Candidate by the Client or by any third party (whether with or without Select's knowledge or consent) to whom the Candidate has been introduced by the Client, on a permanent, temporary or contract basis and whether part or full time, with or without a contract;
Fees	means the sums payable to Select by the Client in consideration of the Services in accordance with Clause 4, Schedule 1 and Schedule 2;
Introduction	an Introduction will be deemed to have taken place where Select has provided a Client with a Curriculum Vitae or any information concerning a Temporary Employee or where a Client interviews (either in person, by telephone or video) a Temporary Employee following an instruction from a Client to locate a Temporary Employee;

Introduction Fee	means the fees payable in the event of an Engagement or Third Party Engagement under Clauses 9, 10, 11 or 12 of these Terms and Conditions;
Payroll Services	means the provision of a managed payroll service by Select to the Client;
Services	means the services to be provided by Select to the Client as set out in Clause 3;
Select	means Select Recruitment Limited a company registered in the Island of Jersey under registration number 88336 whose registered office address is at 2 nd Floor, York Chambers, York Street, St Helier, Jersey, JE2 3RQ and its trading names Select Recruitment.je and Select.je Recruitment registered in the Island of Jersey under registered business name numbers 22813 and 32075; and is the agent detailed in Art 1 (2) of the Employment (Jersey) Law 2003;
Temporary Employee	means a Employee employed by Select and supplied to work under the control of a Client on a temporary basis; and is the agency Employee detailed in Art 1 (2) of the Employment (Jersey) Law 2003;
Term	means the term of the contract which shall be agreed between the Parties;
Third Party Engagement	means the direct employment or engagement by a third party of a Temporary Employee on either a temporary or permanent basis. This includes (but is not limited to) a contract of service, contract for service, agency, franchise or other engagement either directly or through a company of which the Temporary Employee is an employee or officer;
Timesheet	means a timesheet supplied by Select for completion by the Temporary Employee and signing by the Client;
Vulnerable Person	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention and includes any person under the age of eighteen;
Writing / Written / Authorised	means any communication between the Parties in writing and includes letters and emails.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 a law or a provision of a law is a reference to that law or provision as amended or re-enacted at the relevant time;
- 1.2.2 these Terms and Conditions is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.3 a Schedule is a schedule to these Terms and Conditions; and
- 1.2.4 a Clause is a reference to a Clause of these Terms and Conditions (other than the Schedules) and a Paragraph is a reference to a Paragraph of the relevant Schedule; and
- 1.2.5 a Party or the Parties refer to the parties to these Terms and Conditions.

The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.3 Words imparting the singular number shall include the plural and vice versa.

1.4 References to a sex shall include all other genders.

2. The Contract

- 2.1 Any and all business entered into by Select in respect of Temporary Employees is subject to these Terms and Conditions and in the event of any conflict with any other terms and conditions these Terms and Conditions shall prevail.
- 2.2 No modification or change to these Terms and Conditions will be valid unless the details of any such changes are in Writing, state the date on or after which such new terms will apply and are between the Client and a director of Select.

3. The Services

- 3.1 Select shall provide the Services to the Client as agreed between the Parties.
- 3.2 Variations to the Services shall only take effect when agreed between the Parties in Writing.
- 3.3 The Services shall commence on the date agreed between the Parties and shall continue for a set period of time or until terminated by either Party in accordance with Clause 16.

4. Fees and Payments

- 4.1 The Client shall pay the Fees set out in Schedule 1 and Schedule 2 in accordance with this Clause 4.
- 4.2 In the event that the Temporary Employee incurs any reasonable out-of-pocket expenses (including, but not limited to, travel outside of Jersey), the Client shall cover such expenses and shall be invoiced for the same.
- 4.3 Temporary Employees are paid on a weekly basis by Select in accordance with Timesheets completed by the Temporary Employee, authorised by the Client and submitted to Select by the Temporary Employee at the end of each relevant working week:
 - 4.3.1 Select shall invoice the Client on a weekly basis;
 - 4.3.2 The Client shall pay the Fees and other costs and expenses within fourteen days of receiving an invoice from Select.
- 4.4 Select reserves the right to charge interest at the rate of 2% per annum above the Lloyds Bank plc base rate of interest from the due date to the date of payment on any invoiced sums that remain unpaid by the Client. However and prior to this charged being applied, Select will proactively engage with the client to given ample opportunity to settle any outstanding fees.
- 4.5 Select shall provide Written notice of any changes to the Fees to the Client. If the Client does not accept such changes, it shall have the right to terminate the contract in accordance with Clause 16.
- 4.6 An Introduction Fee, as listed in Schedule 2, will become payable by the Client to Select under the circumstances set out under Clauses 9 to 12 (inclusive).

If the Client requires Select to provide a managed **payroll service**, managing on behalf of the Client a Payroll Service dealing with temporary staff not assigned or introduced to the Client by Select, this service will be provided for a fee of 10% (plus GST) calculated on the combined total of the gross amount payable to the temporary staff (based on their hourly rate, monies due in lieu of holiday entitlement, overtime and any other sums due but excluding the reimbursement of expenses) and employer's social security contributions. In the event that such temporary staff become employees of the Client, Select will not be entitled to charge an Introduction Fee. For the sake of clarification, as Select didn't introduce the Temporary Employee they are not liable in anyway in accordance with Clause 14 and have the right to terminate the contract without notice to the Client.
- 4.7 Notwithstanding the above, a minimum fee of £100 per week (plus GST) shall apply where the calculated 10% fee is less than £100 per week.

5. Select's Obligations

- 5.1 Select shall use its best and reasonable endeavours to find suitable Temporary Employees to fill such vacancies as are notified to it by the Client.
- 5.2 Select shall verify the identity of Temporary Employees prior to introducing them to the Client.
- 5.3 Select shall take all reasonably practical steps to ensure that all Temporary Employees introduced to the Client have the experience, qualifications and authorisations which are required by the Client, by law or by any professional body, for the position(s) that the Client wishes to fill.
- 5.4 When introducing a Temporary Employee to the Client, Select shall inform the Client that confirmation of such matters as detailed in sub-Clause 5.3 have been obtained.
- 5.5 Select cannot guarantee to find a suitable Temporary Employee for each vacancy.
- 5.6 Select shall be responsible for Temporary Employees' remuneration and, where relevant, the deduction and payment of ITIS and Social Security contributions in accordance with the relevant laws.
- 5.7 With respect to Assignments that involve working with or caring for or attending to a Vulnerable Person, Select shall, in addition to the obligations of sub-Clause 5.3, take all reasonably practical steps to:
 - 5.7.1 obtain confirmation of the Temporary Employee's identity;
 - 5.7.2 obtain confirmation that the Temporary Employee has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and
 - 5.7.3 obtain and offer to the Client copies of two references from persons who are not relatives of the Temporary Employee and who have agreed that the references they provide may be disclosed to the Client and copies of any relevant qualifications or authorisations pertaining to the Temporary Employee. If Select has taken all reasonably practical steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain the information in any event.

6. The Client's Obligations

- 6.1 The Client shall provide to Select all information which is reasonably required in order for Select to provide the Services. The Client shall use its best and reasonable endeavours to ensure that such information is complete, accurate and up-to-date.
- 6.2 The Client shall ensure that all information provided to Select does not contain any material which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory.
- 6.3 The Client shall ensure that all information provided to Select does not contain any material which infringes the rights of any third parties (including, but not limited to, intellectual property rights).
- 6.4 The Client shall provide to Select details of the vacancies that the Client wishes Select to fill. The details shall include the type of work required; the commencement date; duration; hours; and location.
- 6.5 The Client shall provide to Select details of the training, qualifications and other authorisations required by law, the Client and any professional body for the vacancies.
- 6.6 The Client must inform Select of any health and safety risks or requirements of the vacancies the Client wishes to fill, as well as the action taken by the Client to minimise and control any such risks.
- 6.7 In the event that any relevant information changes following the submission of that information to Select, the Client shall inform Select immediately, supplying appropriately updated information.
- 6.8 The Client shall pay all sums due under these Terms and Conditions.

- 6.9 The Client shall provide adequate levels of supervision to the Temporary Employee in order to enable the Temporary Employee to perform to the Client's satisfaction and to ensure suitable standards of workmanship.
- 6.10 The Client shall, to the extent required, comply with all relevant laws including but not limited to, the Health and Safety At Work (Jersey) Law 1989, the Employment (Jersey) Law 2003, the Discrimination (Jersey) Law 2013 and the Data Protection (Jersey) Law 2018.
- 6.11 In addition to the laws detailed in sub-Clause 6.10, the Client shall comply with any and all relevant industry codes of practice.
- 6.12 It shall be the Client's responsibility to provide suitable Public and Employer's Liability Insurance cover for the Temporary Employee during the Assignment.
- 6.13 In respect of the following matters, the Client's internal policies shall apply to the Temporary Employee whilst on Assignment with the Client. In the event of any conflict between the Client's internal policies and the laws of the Island of Jersey, the latter shall prevail;
 - 6.13.1 disciplinary and grievance matters
 - 6.13.2 health and safety matters
- 6.14 The Client shall provide the Temporary Employee with reasonable access to, and reasonable opportunity to read, the internal policies detailed in sub-clause 6.13.
- 6.15 For the avoidance of doubt, it is the responsibility of the Client to ensure that during an Assignment;
 - 6.15.1 the Temporary Employee is treated no less favourably than a comparable employee, in terms of basic working and employment conditions; and
 - 6.15.2 the Temporary Employee is not discriminated against, bullied or harassed.

7. Timesheets

- 7.1 Select shall require Timesheets to be completed by the Temporary Employee in order to verify the number of hours or part hours worked by the Temporary Employee.
- 7.2 In the absence of any agreement to the contrary, Timesheets shall cover a period of one working week.
- 7.3 The Client shall authorise each completed Timesheet and return it to the Temporary Employee in a timely fashion to enable the Temporary Employee to submit it to Select at the end of the relevant working week;
 - 7.3.1 the Client shall inform Select immediately of any and all disputes relating to the hours worked by the Temporary Employee or any other matters relating to the Timesheet.
- 7.4 No failure by the Temporary Employee to complete Timesheets or by the Client to authorise the same shall absolve the Client of the requirement to pay the Fees and other sums required by these Terms and Conditions.

8. Sickness and Absence

- 8.1 If the Temporary Employee is absent for any reason, whether through injury, illness or otherwise, the Client shall inform Select immediately of such absence including any reasons given by the Temporary Employee.
- 8.2 The Temporary Employee is not entitled to receive sick pay (although they may be entitled to receive Short Term Incapacity Allowance in which case, this will be paid to them by the Social Security Department).
- 8.3 In the event that the Client informs Select in Writing that the Temporary Employee is to be paid during their absence, whether through injury, illness or otherwise, Select shall invoice the Client for a sum equal to that paid to the Temporary Employee (for example, as sick pay). The Client shall be required to pay any such invoice in accordance with the provisions of Clause 4.

9. **Engagement of Assigned Temporary Employees and Fees**
- 9.1 The provisions of this Clause 9 shall apply where a Temporary Employee has been Assigned to the Client.
- 9.2 If a Temporary Employee on Assignment is subsequently Engaged by the Client in any type of employment within 12 months from the end of the Assignment under which the Temporary Employee was last supplied by Select to the Client, the Client shall pay Select an Introduction Fee in accordance with Clause 4 and Schedule 2.
- 9.3 The Client shall not be entitled to any refund of any Introduction Fee paid by the Client to Select under Clause 9.
10. **Engagement of non-assigned Temporary Employees**
- 10.1 The provisions of this Clause 10 shall apply where a Temporary Employee has been introduced but not Assigned to the Client.
- 10.2 Where a Temporary Employee who is introduced to the Client by Select but not Assigned is subsequently engaged by the Client either directly or pursuant to being supplied by another employment agency or business within 26 weeks of the date of the Introduction, the Client shall either be required to take the Temporary Employee on an Elected Assignment from Select (the length of such Elected Assignment being agreed between the Parties) or pay Select an Introduction Fee in accordance with Clause 4 and Schedule 2.
- 10.3 If the Client wishes to take the Temporary Employee on an Elected Assignment under sub-Clause 10.2, it shall be required to provide at least 5 days Written notice ahead of the Engagement. Failure to provide such notice shall result in the Client being required to pay Select an Introduction Fee in accordance with Clause 4 and Schedule 2.
- 10.4 The Client shall not be entitled to any refund of any Introduction Fee paid by the Client to Select under Clause 10.
11. **Third Party Engagement of Assigned Temporary Employees and Fees**
- 11.1 The provisions of this Clause 11 shall apply where a Temporary Employee has been Assigned to a Client and that Temporary Employee is introduced to a third party resulting in the subsequent Third Party Engagement of the Temporary Employee.
- 11.2 If a Temporary Employee engaged by the Client on an Assignment is introduced to a third party and such introduction results in the Third Party Engagement of the Temporary Employee in any type of employment within 26 weeks from the end of the Assignment under which the Temporary Employee was last supplied by Select to the Client, the Client shall pay Select an Introduction Fee in accordance with Clause 4 and Schedule 2.
- 11.3 The Client shall not be entitled to any refund of any Introduction Fee paid by the Client to Select under Clause 11.
12. **Third Party Engagement of non-assigned Temporary Employees**
- 12.1 The provisions of this Clause 12 shall apply where a Temporary Employee has been introduced but not Assigned to a Client and that Temporary Employee is introduced to a third party by the Client resulting in the subsequent Third Party Engagement of the Temporary Employee.
- 12.2 Where a Temporary Employee who is introduced to a Client but not Assigned is introduced to a third party and subsequently engaged by that third party within 26 weeks of the date of the introduction, the Client shall pay Select an Introduction Fee in accordance with Clause 4 and Schedule 2.
- 12.3 The Client shall not be entitled to any refund of any Introduction Fee paid by the Client to Select.

13. Data Protection

- 13.1 Select and the Client are (separate) data controllers for the purposes of the Data Protection (Jersey) Law 2018.
- 13.2 Both Select and the Client shall be required to comply with the provisions of the Data Protection (Jersey) Law 2018 and any other relevant data protection legislation from time to time in force when processing or otherwise dealing with the personal data (including all and any sensitive data) relating to Temporary Employees. All such information shall remain confidential.
- 13.3 The Client shall, as required by the Data Protection (Jersey) Law 2018, be registered with the Office of the Information Commissioner in Jersey (or otherwise be registered for the purposes of the General Data Protection Regulation with the relevant authority in the Client's place of incorporation).
- 13.4 Select shall not be held responsible or liable for any breaches of data incurred by the Client and the Client shall not be held responsible or liable for any breaches of data incurred by Select.

14. Liability

- 14.1 With the exception of death or personal injury, Select shall not be liable or responsible for any loss or damages of any nature whether direct or indirect including any loss of profits or any consequential damages suffered or incurred by the Client as a result of the introduction of a Temporary Employee to the Client by Select, the Assignment of an Temporary Employee introduced by Select or the failure of Select to introduce any Temporary Employee to the Client.
- 14.2 Select shall not be liable for any loss or damages of any nature whether direct or indirect including any loss of profits or any consequential damages suffered or incurred by the Client as a result of the Temporary Employee's negligence, misconduct, dishonesty, lack of qualifications, or lack of skills.
- 14.3 Temporary Employees are under the direct control of the Client during the Assignment. The Client is therefore responsible for any and all acts or omissions of the Temporary Employee which occur in the course of the Assignment.

15. Indemnity

- 15.1 The Client shall indemnify Select against any claim, loss, damage, proceedings, settlement, costs or expenses which may be paid to a third party arising out of any matter relating to the subject matter of these Terms and Conditions in respect of the Client's breach hereof.
- 15.2 The indemnity set out in sub-Clause 15.1 shall apply provided that in all cases Select shall:
 - 15.2.1 notify the Client as soon as is reasonably possible of any claim, loss or damage;
 - 15.2.2 consult with the Client as to the action to be taken in dealing with any such matters; and
 - 15.2.3 make no agreement with any third party for the payment of any sum without the prior agreement of the Client, such agreement not to be unreasonably withheld.

16. Termination

- 16.1 Subject to the remaining provisions of this Clause 16, the contract shall continue for the Term which shall be agreed between the Parties prior to the start of the Assignment or during the Assignment.
- 16.2 The Client may terminate the contract and end the Assignment prior to the end of the Term if it considers that the Temporary Employee is performing unsatisfactorily.
- 16.3 Subject to Clause 16.4, Select may terminate the contract and end the Assignment prior to the end of the Term if the Client fails to pay an invoice(s) in accordance with Clause 4.
- 16.4 Either Party has the right to terminate the contract immediately if the other:

- 16.4.1 has committed a material breach of these Terms and Conditions, unless such breach is capable of remedy, in which case the right to terminate will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
- 16.4.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 16.5 In the event of termination for default committed by the Client, all payments required under these Terms and Conditions shall become due and immediately payable.
- 16.6 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Contract shall survive termination under this Clause 16.
- 16.7 For the avoidance of doubt, the Client will be invoiced for all and any payments to which the Temporary Employee is entitled under the Employment (Jersey) Law 2003 or any other relevant law, in the event that the contract is terminated by either Party prior to the end of the Term.

17. Force Majeure

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to; power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

18. Notices

- 18.1 All notices under these Terms and Conditions shall be in Writing and be authorised by the Client or a director of Select (as appropriate).
- 18.2 Notices shall be deemed to have been duly given:
 - 18.2.1 when delivered by hand (including registered mail) during the normal business hours of the recipient; or
 - 18.2.2 when sent by email and a successful receipt is generated; or
 - 18.2.3 on the second business day following mailing, if mailed by Jersey ordinary mail, postage prepaid; or
 - 18.2.4 on the fifth business day following mailing, if mailed by UK ordinary mail, postage prepaid.
- 18.3 All notices under this Agreement shall be addressed to the registered office address or most recent address or email address notified to the other Party.

19. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

20. No Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

21. Dispute Resolution (Arbitration)

- 21.1 Where any dispute or difference relating to these Terms and Conditions arises between the Parties that matter shall be referred to the arbitration of a single arbitrator with appropriate qualifications and practical experience to resolve the particular dispute.
- 21.2 The arbitrator shall be agreed by the Parties or, in the event of failure to agree, shall be appointed by the president for the time being of the Law Society of Jersey.
- 21.3 The arbitration shall take place in Jersey.
- 21.4 The Parties shall promptly furnish to the arbitrator all information reasonably requested by him or her relating to the particular dispute, imposing appropriate obligations of confidence.
- 21.5 The Parties shall require the arbitrator to use all reasonable endeavours to render his or her decision within 30 days following his or her receipt of the information requested or if this is not possible as soon thereafter as may reasonably be practicable. The Parties shall co-operate fully with the arbitrator to achieve this objective.
- 21.6 The Parties shall share the fees and expenses of the arbitrator equally. The decision of the arbitrator shall be final and binding upon both Parties.

22. Law and Jurisdiction

- 22.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of the Island of Jersey.
- 22.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of the Island of Jersey.

SELECT RECRUITMENT LIMITED
Supply of temporary Employees to clients
TERMS AND CONDITIONS
SCHEDULE 1

Fees and Expenses for the Supply of Temporary Employees to Clients

1.1 The invoices submitted to the Client by Select shall include the following items:

- 1.1.1 The wages paid by Select to the Temporary Employee based on Timesheets submitted to Select in accordance with Clause 7 and calculated on the hourly rate of the Temporary Employee, to the nearest quarter of an hour worked;
- 1.1.2 The Temporary Employee's entitlement to pay in lieu of holiday entitlement, paid in accordance with the Employment (Jersey) Law 2003 and calculated at 6% of the wages paid by Select to the Temporary Employee;
- 1.1.3 A payroll administration fee of 17.5% (plus GST) calculated on the combined total of the gross amount payable to the Temporary Employee (based on their hourly rate, monies due in lieu of holiday entitlement, overtime and any other sums due but excluding the reimbursement of expenses) and employer's social security;
- 1.1.4 Employer's Social Security Class 1 contribution, paid in accordance with the Social Security (Jersey) Law 1974 and calculated at 6.5%; and
- 1.1.5 Goods and Services Tax (GST), payable on the payroll administration fee.

1.2 The invoices submitted to the Client by Select may also include the following items:

- 1.2.1 Payments made to Temporary Employees in respect of their entitlement to paid leave on public and bank holidays: In accordance with the Employment (Jersey) Law 2003, Temporary Employees are entitled to receive paid leave on Christmas Day, Good Friday and all public or bank holidays under the Public Holidays and Bank Holidays (Jersey) Law 1951;
- 1.2.2 An additional Employers Social Security Class 1 contribution levied on earnings above the monthly earnings ceiling as defined by the Social Security Department, paid in accordance with the Social Security (Jersey) Law 1974 and calculated at 2.5%;
- 1.2.3 An additional fee of £1.00 per hour will be levied on Temporary Employees holding registered status to cover the licence fee levied by the Population Office;
- 1.2.4 Any overtime, bonuses, reimbursement of expenses or other payments confirmed to Select by the Client and paid by Select to the Temporary Employee;
- 1.2.5 Any reasonable out-of-pocket expenses (including travel outside of Jersey) incurred by the Temporary Employee in the course of their Assignment;
- 1.2.6 Reimbursement of any checks, such as criminal record checks or credit agency checks, required by the Client or by law; and
- 1.2.7 All and any payments required to be made to the Temporary Employee by law.

SELECT RECRUITMENT LIMITED
Supply of temporary Employees to clients
TERMS AND CONDITIONS
SCHEDULE 2

Introduction Fee

2.1 An Introduction Fee may be levied in accordance with the provisions of Clauses 9, 10, 11 and 12 (inclusive) and is calculated on the former Temporary Employee's new gross salary as follows:

- 2.1.1 12.5% on salaries below £29,999;
- 2.1.2 15% on salaries from £30,000 to £54,999;
- 2.1.3 17.5% on salaries of £55,000 and above.

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