



TERMS AND CONDITIONS

- Fees** are payable according to the written agreement with the client, or as summarised in the cover letter that forms page one of this document. Information on candidates is strictly confidential and should not be disclosed to a third party without prior agreement. In the event of such disclosure, a fee is also payable by any company which directly or indirectly recommends our candidate to another division or employer and that candidate is subsequently hired within 12 months of the introduction. Acceptance of our introduction of a candidate for a current or future opening supersedes any prior contact with or knowledge of that candidate.
- Direct CVs; in order that we can conduct a professional search we ask that all CVs from other sources are forwarded to us for inclusion in the search process.
- (3.1) Standard Retainer Fees are as below, alternatively a fixed fee may be negotiated and agreed if preferred:

% OF TRP* where base salary is	Up to	Above
	€ 105,000	€ 105,000
Retainer Fee	10%	12%
Shortlist Fee	10%	11%
Completion Fee	10%	12%
Total Fee	30%	35%

A non-returnable retainer fee is invoiced on acceptance of the assignment. A shortlist fee, non-returnable, invoiced upon the presentation to the Client of an agreed number of candidates who, in the reasonable opinion of Farn Williams, meet the agreed specification signed off by the client. A completion fee invoiced when the Candidate formally accepts an offer from the Client. Should Farn Williams identify a candidate working for a daughter or associated company of the client company not already under consideration by the client, whom the client agrees to interview, a full fee is payable as per condition 2.

*All fees are expressed as a percentage of the first year's Total Remuneration Package (TRP) which will include all guaranteed cash payments, minimum bonuses, overseas premiums and allowances or benefits with a stated cash-in lieu option, whether taxable or not. If a cash in-lieu exists for a car, we use this; otherwise a car is valued at €6,000.

(3.2) INTRODUCTORY FEE: On occasions where we introduce a candidate to a new or existing customer as representatives of that candidate and we are not engaged on a search as per the above terms (3.1) an introductory fee is payable of 30% or 35% according to the fixed salary accepted, as above.

EXPENSES: All pre-agreed costs, travel expenses, interview expenses and off site expenses due to candidates will be reimbursed directly to candidates by the client or where Farn Williams agrees to make such arrangements on their own account on behalf of the client, invoices are re-charged at cost plus 10% with a minimum administration fee of Euro 250.00 with VAT or other required local taxes charged at the ruling rate. Cancellation of instructions after expenses are incurred will only be accepted where we are able to receive a rebate for these expenses; the administration fee is still payable.



MINIMUM FEES: Minimum Fees apply to local hire searches in Eastern Europe and Emerging Markets and to critical hire but low value Western market searches. These Minimum Fees will be agreed in advance by a separate side letter.

PAYMENT TERMS: 14 days from invoice date. Farn Williams reserve the right to charge interest on all outstanding invoices at 5% above the prevailing UK Bank Base Rate, details of which are published in the international press, plus a collection charge or to apply the prevailing EU statutory right to interest on overdue debt. Failure to pay by due date voids all guarantees.

4. **Financial Guarantees** apply should the relevant employment terminate between the first day and up to the end of the tenth week from the Candidate's employment start date.

This termination guarantee will apply due to justified dismissal or for reason of inability to do the job due to lack of competency of the Candidate provided that the Client notifies Farn Williams in writing within seven days of the termination of employment, giving details of the reasons for termination and has paid Farn Williams' fee within 28 days of invoice date. Farn Williams shall endeavour to seek a replacement at no extra cost to the Client except for any prior agreed costs and expenses.

If Farn Williams is unable to find a replacement, a rebate will be allowed of 10% against the fee for each complete week not actually worked. It is understood that Farn Williams cannot, and does not, guarantee the future results or accomplishments of candidates.

NOTE We realise a hiring decision can be difficult, despite you will validate candidates against several Managers in your company who know the culture and the job well, mistakes are made. We don't offer an unlimited time period to replace for free but we accept that we share responsibility for the hire, even if we are not making the final decision. Therefore we will work with you in resolving any problems that arise in the same manner as we would like to be treated. As a referral based recruitment firm, we are dependent on your good recommendations and we would not achieve these by coming up short. So as long as your expectations are realistic and fair, we will always aim to satisfy these.

5. When an offer of employment has been made in writing by the Client and is subsequently withdrawn by the Client after a written acceptance by the Candidate and through no fault of the Candidate, the Client shall pay the full fee in accordance with condition 2. above.

6. Farn Williams endeavours to ensure the suitability of any Candidate introduced to the Client but the Client is responsible for taking up references concerning a Candidate's skills, qualifications and integrity, obtaining work permits and satisfying any medical or legal requirements and must otherwise satisfy itself as to the suitability of a Candidate before offering to engage them. Farn Williams shall not be liable under any circumstances for any loss, damage, delay or expense suffered or incurred by the Client arising from or in any way connected to Farn Williams seeking a Candidate for the Client or the introduction by Farn Williams of any Candidate or the engagement of any Candidate.

7. If a retained assignment is cancelled by the Client, or if in the reasonable opinion of Farn Williams the Client materially alters its requirements before shortlist is agreed, a cancellation fee of 50% of the shortlist fee is payable.

8. When a Client engages an additional Candidate submitted within the shortlist on a Retained Assignment, a full introductory fee is payable as per 3.2, unless otherwise agreed.

These Terms and Conditions shall be governed and construed in accordance with the relevant English and EU Law, and the parties submit to the exclusive jurisdiction of the relevant Courts.

