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## TERMS & CONDITIONS OF BUSINESS

### GENERAL

Face-Fit Ltd, ("Face-Fit") effects introductions between employers and potential employees. These terms apply to such services of introduction provided by Face-Fit.

All references to employer, employee, employment, offer of employment, salary and any other words or phrases which are applicable to the relationship of employer and employee also be construed as references to the relationship of firm and salaried equity partner or consultant as if a salaried or equity partner or consultant were an employee.

### INTRODUCTION

An introduction will have been effected once the employer and potential employee meet as a result of Face-Fit's notification to either of the others requirements, be they current potential or otherwise. Fees will be charged for any employee engaged as a consequence of, or resulting from an application by an employer to Face-Fit even though the introduction is made indirectly. Fees will also be charged if a potential employee introduced by Face-Fit to an employer located in Great Britain, is engaged within twelve months of the date of initial introduction having been rejected by, or having rejected an offer of employment from, an employer.

### GUARANTEE

If the engagement terminates within eight weeks, Face Fit will seek to introduce a suitable replacement candidate. In the unlikely event that Face Fit is unable to introduce a suitable candidate the Client will be entitled to credit in accordance with our Refund Guarantee.

#### Refund Guarantee

If the Engagement terminates at any time within 12 weeks, Face Fit will provide a refund in accordance with the scale below, provided that payment has been received within seven days of invoice date and that the Client notifies Face Fit within seven days of the date of termination.

Refunds will be given provided that;

- Face-Fit's fees in respect of the introduction of the employee have been paid in full within 14 days of the date of invoice.
- The employment has terminated or been dismissed from the employment within 3 months of commencement.
- The employer or any subsidiary or associated company or firm of the employer shall not engage the person within nine months of the date of termination of employment.
- The termination is not due to redundancy or the liquidation, bankruptcy, dissolution or amalgamation of the employer.

#### Refund Scale

For Appointments terminating during	Refund
Weeks 1 & 2	100%
Weeks 3 & 4	100%
Weeks 5 & 6	60%
Weeks 7 & 8	40%
Weeks 9 - 12	15%

[Terms Continued overleaf](#)

## REFERENCES

Unless otherwise agreed in writing, employers will be responsible for taking up references, confirming of professional and academic qualifications and ascertaining the suitability of any potential employee prior to engagement. The employer will also be responsible for arranging any medical examination or other investigations of the potential employee and for obtaining any work or other permits.

## PRIVACY

The benefit of introductions made by Face-Fit is not assignable by employers and an employer who passes on an introduction of a potential employee to another will be charged the appropriate fee, as set out above, if employment results. The guarantee provisions set out above will not apply in such circumstances.

## WARRANTY

In effecting introductions, Face-Fit is obliged to rely upon the good faith of potential employees and cannot accept responsibility for any loss or expenditure incurred by an employer in attempting to effect a meeting with a potential employee. Subject to the provisions of the Unfair Contract Terms Act 1977, Face-Fit cannot accept responsibility for any information or representation concerning potential employees to whom employers may be introduced and in particular the history, character, age, capability or suitability of any potential employee. No representation or warranty is made that any potential employee is or will be available to fill a vacancy.

## ACCEPTANCE

By notifying Face-Fit, whether or not in writing, of a vacancy or agreeing to meet or employ a potential employee introduced by Face-Fit, an employer agrees to be bound by these Terms of Business.

## SPECIAL CONDITIONS

Following the appointment of a candidate, Face-Fit will be entitled to a Fee equal to 10% of any uplift in the candidates salary within the first twelve months of employment, or in the case of an alternative role within the company/promotion to a different role or similar circumstance within the same organisation/subsidiary. Further, any benefits which were not calculated as part of the initial fee will be taken into account, i.e. Company Car/allowance, bonuses etc. The Fee will only be payable on the difference between the starting salary and the present salary and/or benefits.