Terms of Business

Executive Search, Leadership Advisory & Recruitment Services

Kennedy McArthur Consulting Ltd · 5 New Tannery Way, London, SE1 5EB · Published terms, effective 15 July 2026

These are the standing Terms of Business on which Kennedy McArthur Consulting Ltd provides its services. They set out what happens when we introduce a candidate and a client goes on to engage that person. They apply to every engagement unless separately agreed in writing.

1. Introduction

1.1 These Terms of Business ("Terms") form the agreement between Kennedy McArthur Consulting Ltd (part of Kennedy McArthur Holdings Ltd) ("the Company") and the client ("the Client") for the provision of Executive Search, Leadership Advisory, and related recruitment services.

1.2 These Terms supersede any prior arrangements or understandings between the parties.

1.3 By engaging the Company to introduce, shortlist, or recommend candidates for employment or engagement, the Client agrees to be bound by these Terms.

2. Definitions

2.1 "Candidate" means any person introduced by the Company to the Client for an Engagement.

2.2 "Engagement" means the employment, hire, or use of a Candidate by the Client (or any subsidiary, affiliate, or third party introduced by the Client) under any form of contract or arrangement.

2.3 "Introduction" means the provision by the Company of a Candidate's details (verbal, written, or otherwise), interview arrangements, or any meeting between the Client and a Candidate.

2.4 "Remuneration" means the total first-year compensation package payable to the Candidate, including base salary, target bonus, car allowances, and any other fixed cash benefits.

3. Fees and Invoicing

3.1 **Professional Fee.** The professional fee is calculated at 30% of the Candidate's total first-year Remuneration. All fees are exclusive of VAT or any other applicable taxes, which shall be added at the prevailing rate.

3.2 **Invoicing Structure (Retained Search).** The professional fee shall be invoiced in three stages:

Engagement Fee — 10% of estimated first-year Remuneration, payable upon commencement of the Assignment, calculated on the anticipated Remuneration for the role at the start of the Assignment.

Placement Fee — 17% of first-year Remuneration, payable upon the Candidate's acceptance of an offer of employment or engagement, calculated by reference to the Remuneration accepted by the successful Candidate, with any necessary adjustment to reflect the difference between estimated and accepted Remuneration.

Retention Fee — 3% of first-year Remuneration, deferred and payable only following the Candidate's completion of 12 months in the role, calculated by reference to the Remuneration accepted by the successful Candidate.

3.3 **Cancellation Fees.** If the search is cancelled after 4 or more interviews have taken place, whether by phone, video call, or in person, an additional fee shall be chargeable by way of cancellation, equal to the Engagement Fee.

4. Introductions

4.1 Any Introduction of a Candidate by the Company that results in an Engagement of that Candidate is subject to the Company's full recruitment fee, being 30% of the Candidate's first-year Remuneration as set out in Clause 3.1.

4.2 This fee is payable whether or not the Introduction was made under a formal retained Assignment, and regardless of the ultimate source through which the Client subsequently identifies, contacts, re-engages, or hires the Candidate. An Introduction, once made, establishes the Company's entitlement to the fee on any resulting Engagement.

4.3 **Deferred portion.** A portion of the full recruitment fee is deferred: a Retention Fee equal to 3% of first-year Remuneration becomes payable only once the Candidate has completed 12 months in the Engagement. The balance of the fee is payable upon the Candidate's acceptance of an offer or commencement of the Engagement, as applicable.

4.4 The fee under this Clause applies to any Engagement of an introduced Candidate that commences within 12 months of the date of the Introduction, and is payable in addition to any other fee properly due under these Terms but is not charged twice in respect of the same Engagement.

5. Payment Details and Expenses

5.1 **Payment Terms.** All invoices are due for payment strictly within 14 days of the invoice date.

5.2 **Late Payments.** If any invoice remains unpaid after the due date, the Client shall pay interest on the outstanding sum, calculated at 8% per annum above the Bank of England base rate, accruing daily from the due date until the date of full payment.

5.3 **Reimbursable Expenses.** Any reasonable and necessary out-of-pocket expenses, including but not limited to advertising costs, research subscription fees, travel, and accommodation for interviewing Candidates, shall be reimbursable by the Client, provided they have been agreed in writing prior to being incurred. Expenses will be invoiced monthly and are due for payment under the terms set out in Clause 5.1.

6. Exclusivity and Additional Hires

6.1 **Exclusivity of Assignment.** The Client agrees that the Company shall act as the exclusive search firm for the duration of the Assignment.

6.2 **Fee Trigger.** If the Client Engages any Candidate who was introduced by the Company during the Assignment period, the full fee as defined in Clause 3 will be payable, regardless of the ultimate source of the Candidate's application.

6.3 **Internal Exemption.** The fee is not payable if the position is filled by a Candidate who was already employed internally by the Client prior to the commencement of the Assignment, provided they are not a Candidate already introduced by the Company for a prior search.

6.4 **Additional Hires.** If the Client (or any subsidiary/affiliate) Engages any Candidate introduced by the Company for a position other than the specified Assignment within 12 months of the final Introduction, a fee of 25% of that Candidate's first-year Remuneration will be payable upon their Engagement.

7. Replacement Guarantee

7.1 The Company provides a guarantee of replacement for the Candidate for a period of six (6) months from the date of the Candidate's commencement of Engagement.

7.2 Should the Candidate's Engagement terminate during this 6-month period for reasons other than redundancy, restructure, or material breach of contract by the Client, the Company will conduct a one-time replacement search at no additional professional fee. The Client shall remain responsible for all out-of-pocket expenses incurred during the replacement search.

7.3 This guarantee applies only where all invoices have been paid in full and within agreed terms, and the Company is notified of the exit within 30 days of the Client obtaining knowledge of the exit.

7.4 This guarantee applies only where the Candidate has resigned from the role of their own volition and does not apply in the case of redundancy, reduction in force, or force majeure.

8. Confidentiality

8.1 All information exchanged between the Company, the Client, and the Candidate shall be treated as strictly confidential.

8.2 The Client agrees not to disclose Candidate details to any third party without prior written consent.

9. Liability

9.1 The Company shall not be liable for any indirect, consequential, or financial loss arising from the Introduction or Engagement of a Candidate.

9.2 The Client is responsible for verifying a Candidate's qualifications, references, and right to work.

10. Data Protection and GDPR Compliance

10.1 **Independent Controllers.** Both the Client (potentially acting in the EEA/Netherlands) and the Company (acting in the UK) acknowledge that they act as independent Data Controllers in respect of any Personal Data related to Candidates or the search process.

10.2 **Compliance.** Both parties shall comply with all obligations imposed on them by the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA), and the EU General Data Protection Regulation (EU GDPR) where applicable due to the location of the Client or the Candidate.

10.3 **Cross-Border Transfers.** Both parties warrant that any transfer of Personal Data outside of the UK or EEA will be conducted in compliance with Chapter V of the respective GDPR legislation, utilising appropriate safeguards such as Standard Contractual Clauses (SCCs) or the International Data Transfer Agreement (IDTA).

10.4 **Candidate Consent.** The Company warrants that it has obtained appropriate consent or has a lawful basis to process and transfer Candidate Personal Data to the Client for the purposes of the search Engagement.

11. Termination of Assignment

11.1 Either party may terminate a search assignment by giving 30 days' written notice. Before termination takes effect, the parties will meet to discuss the matter, with the opportunity either to rectify the concern within the 30-day notice period or to agree termination by mutual consent.

11.2 On termination, the Company will invoice for all work completed to date, which is non-refundable in accordance with the terms above.

12. Governing Law

12.1 These Terms are governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

Kennedy McArthur Consulting Ltd is part of Kennedy McArthur Holdings Ltd, registered in England and Wales. Registered office: 5 New Tannery Way, London, SE1 5EB. For questions about these Terms, contact your Kennedy McArthur partner.