



ARTEMIS RECRUITMENT CONSULTANTS LTD
TERMS OF BUSINESS 2026
INTRODUCTION OF PERMANENT & CONTRACT STAFF

1. CONTRACT FORMATION

1.1 This is a contract between Artemis Recruitment and the Client 'the Client' and are deemed to be accepted upon receipt and/or upon interviewing or in any way contacting an applicant (Candidate) referred to by Artemis Ltd for the period of one year after introduction.

1.2 The Client agrees to notify Artemis immediately upon offering a Candidate employment, either permanent, contract, on a self-employed basis or otherwise.

1.3 These terms apply unless varied in writing by us.

2. INTERPRETATION

2.1 "Client" refers to the business entity engaging Artemis Recruitment Consultants Ltd ("Artemis").

2.2 "Candidate" refers to any individual introduced by Artemis for engagement with the Client.

2.3 "Engagement" includes employment, consultancy, partnership or any arrangement whereby the Candidate renders services to the Client or an associated party.

2.4 "Introduction" is deemed to occur when Artemis provides the Client with information (written or verbal) which identifies a Candidate.

2.5 "Start Date" is the first day the Candidate performs work for the Client.

2.6 "Assignment" refers to the project undertaken by Artemis Recruitment Consultants Ltd on behalf of the Client to identify, attract, and introduce suitable Candidates for a specific vacancy as defined by the Client's requirements.

2.7 "Completion" is deemed the written acceptance of an offer from a Candidate following the successful completion of any agreed referencing and employment checks.

2.8 "Remuneration" means the Candidate's total gross expected annual compensation under the Engagement; including base salary, guaranteed and discretionary bonuses (including signing or retention bonuses), commissions, car allowance or the cash equivalent of a company car, relocation or housing allowances, and the fair market value of any equity, share options, or long-term incentive awards, as reasonably determined by Artemis based on the information available at the time of offer.

3. FEES AND PAYMENT TERMS

3.1 The fee is invoiced upon confirmation of the Candidate's acceptance and their signed contract of employment by the Client or by the alternative organisation to which they have been referred.

3.2 The Client agrees to pay a fee if a Candidate referred by Artemis is engaged as an employee, contractor, self-employed or otherwise by either the Client themselves or any other party or organisation to whom the Candidate has been referred to by the Client within the next year after the most recent interview.

3.3 The Client must immediately notify Artemis of any offer of any engagement which it makes to a Candidate and confirm without delay once the Candidate has accepted the offer.

3.4 The Client must provide details of remuneration and benefits offered to the Candidate.

3.5 All reasonable and documented out-of-pocket expenses (e.g., travel, accommodation, Candidate assessments, additional advertising, research subscriptions) incurred by Artemis during the Assignment will be reimbursed by the Client at cost.

3.6 The Client shall settle all invoices, including expenses, within 14 calendar days of receipt.

3.7 Any applicable VAT, withholding taxes, bank charges, or currency exchange fees are additional to the invoiced amounts and will be borne by the Client.

3.8 The introduction fee must be paid within 14 days of receipt of invoice. We reserve the right to charge interest on unpaid invoices at a rate of 4% per annum above the Bank of England base rate.

3.9 Introduction fees are calculated as a percentage of the Candidate's total first-year remuneration package, including basic salary and any guaranteed bonuses or allowances as per the fee table below.

3.10 Where the engagement is for a fixed term, the fee will apply pro-rata. If the Client decides to retain the Candidate after this time additional fees will apply pro-rata up to a period of 1 year.

3.11 The minimum fee for the placement of a Candidate referred by Artemis is £3500. This also applies to part-time placements.

SALARY BAND	FEE %
Up to £30,000	18%
£30,001 - £55,000	20%
£55,001 - £85,000	25%
Over £85,000	30%

4. CANDIDATE OWNERSHIP AND INTRODUCTIONS

4.1 Artemis undertakes to identify, assess, and introduce suitable Candidates based on agreed criteria.

4.2 If a Candidate introduced by Artemis is engaged by the Client (or an associated entity or third party) within 12 months, full fees apply.

4.3 If you have previous knowledge of a Candidate prior to a first Introduction by us you must notify us in writing/email within 3 business days of the introduction together with supporting documentary evidence, and you must obtain receipt confirmation from us in relation to this. In the absence of such notification, an engagement by you shall be deemed to have resulted from, and effectively, be caused by our introduction and you waive the right to rely on such previous knowledge as a reason for non-payment of any fee and our entitlement to a fee shall not be affected by any fee you pay to any third party relating to the same Candidate;

4.4 Additional Candidates – when more than one Candidate is engaged with our assistance the standard fee, as set out above, applies to each and any additional Candidate.

4.5 If the Client engages any Candidate introduced by Artemis, or introduces any Candidate introduced by Artemis to any third party with a resulting engagement by that third party, the Client is

liable for payment of a fee in line with the fee structure above, even if the position for which the Candidate is engaged is not the same as the position for which they were first introduced. This fee becomes payable in full upon acceptance by the Candidate of an offer from the Client (or third party).

4.6 Artemis is not liable for any untrue statements or misrepresentations by a Candidate.

4.7 Artemis will skill test Candidates where it is appropriate to do so or by agreement with the Client. Artemis makes its best efforts to make known to the Client the Candidate's employment history, qualifications and salary requirements as accurately as possible. Artemis is not liable for any untrue statements or misrepresentations by a Candidate. Unless precluded by law, Artemis will not withhold information about a Candidate which could have a detrimental effect on the Client.

5. GUARANTEE

5.1 Artemis guarantees all permanent appointments for 12 weeks from the date that the Candidate commences employment. If you are not satisfied with the Candidate and we are notified in writing within the guarantee period, we will endeavour to find a replacement Candidate for that same position provided:

- i. The Client notifies Artemis in writing within 5 days of termination.
- ii. The role remains unchanged.
- iii. The Client has paid all invoices in full within terms.
- iv. Termination is not due to redundancy, restructuring, or Client misconduct.
- v. Artemis works on the replacement exclusively.
- vi. The role is replaced by Artemis, if the role is not replaced by Artemis the guarantee will not be valid.

5.2 Any additional costs are not included in this replacement guarantee. Where the remuneration package of the second Candidate is greater than the first Candidate, the final invoices will be adjusted.

5.3 This replacement guarantee is only valid for one replacement of the originally placed position and cannot be applied to any other role or position within the Client organisation.

5.4 Artemis will work on finding a suitable replacement for a maximum of 3 months from the date notified.

6. CLIENT RESPONSIBILITIES

6.1 The Client is responsible for ensuring all legal, regulatory, and onboarding requirements are met for any Candidate they engage. This includes verifying right to work, qualifications, references, criminal and financial background checks, and arranging any necessary work permits, visas, medical assessments, or professional authorisations, unless otherwise agreed in writing.

6.2 To enable effective Candidate selection, the Client must provide Artemis with accurate and timely information, including:

- I. a full job description and required skills
- II. reporting lines, employment type, and duration (if fixed-term)
- III. working hours, location, salary, and benefits
- IV. expected start date and any relevant compliance or regulatory requirements
- V. details of any health and safety risks and how these are managed
- VI. prompt feedback at key stages of the recruitment process

7. DATA PROTECTION & CONFIDENTIALITY

7.1 Both parties shall treat all information shared in relation to the search as confidential.

7.2 The Client agrees not to disclose Candidate details to third parties without written consent. Breach will incur the full fee.

7.3 Artemis and the Client will each comply with applicable data protection laws, including the UK GDPR and Data Protection Act 2018.

7.4 The Client is the Data Controller and Artemis is the Data Processor for the purpose of Candidate personal data shared under this agreement.

7.5 Artemis will:

i. Process Candidate data solely for the purpose of providing executive search services, in line with the Client's instructions.

ii. Keep data secure and restrict access to authorised personnel only.

iii. Ensure any team member handling personal data is bound by confidentiality obligations.

iv. Not transfer personal data outside the UK or EEA without prior written consent and appropriate safeguards.

v. Inform the Client promptly of any personal data breach.

7.6 The Client confirms it has a lawful basis to process Candidate data and will make any required privacy disclosures to individuals as needed.

8. LIABILITY

8.1 The Client is solely responsible for all decisions regarding the engagement of any Candidate and for the actions, omissions, or performance of any Candidate once engaged. Artemis accepts no liability for any loss, damage, cost, or expense – whether direct, indirect, or consequential (including loss of profits, opportunity, or reputation) – arising from the introduction, engagement, or performance of a Candidate, or from any disclosure of Candidate information by the Client to a third party.

8.2 Artemis shall not be liable for any failure or delay in performing its obligations under these terms where such failure or delay is caused by circumstances beyond its reasonable control.

8.3 Artemis does not exclude any party's liability for fraud or for death or personal injury caused by negligence.

8.4 The Client agrees to indemnify Artemis against any loss, damage, liability, or expense (including legal costs) incurred by Artemis as a result of the Client's breach of this agreement or any claim arising from the Client's use, engagement, or disclosure of Candidate information.

9. TERMINATION

9.1 Artemis does not exclude any party's liability for fraud or for death or personal injury caused by negligence.

9.2 Either party may terminate this Agreement at any time by giving 14 days' written notice to the other.

9.3 Artemis may terminate the Agreement with immediate effect if:

I. The Client fails to pay any invoice within 14 days of the due date.

II. The Client becomes insolvent, enters administration, or is otherwise unable to meet its financial obligations.

III. There is a material breach of these terms that is not remedied within 7 days of written notice.

IV. In the event of termination, all fees and approved expenses incurred up to the date of termination shall remain payable in full.

V. If a Candidate introduced by Artemis is engaged by the Client within 12 months of the date of termination, the full fee remains payable.

10. INTELLECTUAL PROPERTY

10.1 All materials, documentation, research, reports, and data produced or provided by Artemis in connection with the Assignment remain the property of Artemis.

10.2 The Client is granted a non-exclusive, non-transferable licence to use such materials solely for internal recruitment decisions relating to the Assignment. These materials must not be shared with third parties, reused for future searches, or used to make independent hires without Artemis’s written consent.

11. EQUAL OPPORTUNITIES

11.1 Artemis is committed to promoting equality and diversity and ensuring that all Candidates are considered solely on their merits, qualifications, and suitability for the role. The Client agrees to uphold equal opportunities principles throughout the recruitment process and will not discriminate against any Candidate on the grounds of age, gender, race, disability, sexual orientation, religion, or any other protected characteristic under applicable law.

12. GOVERNING LAW

12.1 These terms shall be governed by and construed in accordance with the laws of England, and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

I confirm that the information given to Artemis may be used for Recruitment purposes under the Data Protection Act and that Artemis is authorised to advertise vacancies on our behalf.

I confirm that I accept the Terms and Conditions of business for the supply of Permanent and contract staff.

Signed:.....

Company.....

Position:.....

Date:.....