

TERMS AND CONDITIONS FOR LEXICAL



SCOPE OF THE AGREEMENT

These terms and conditions govern all work undertaken by Lexical Legal Limited ('Lexical') for the client or any affiliated business. The appointment of Lexical by the client shall be deemed to be acceptance of these terms. Lexical is an Employment Agency as defined in The Conduct of Employment Agencies and Employment Businesses Regulations 2003

DEFINITIONS

The following phrases shall mean:-

CLIENT - means any business/person

who appoints Lexical for a Service

SERVICE - one of four service lines

of Lexical, namely executive search

selection, consultancy or research

FIRST YEAR'S REMUNERATION

This means the first year's base gross

salary for the position including any

guaranteed bonus

FEES – means monies due for the

Service agreed

FEES

Fees are payable in sterling and

dependent on the Service: -

EXECUTIVE SEARCH

The fee payable to Lexical for this

Service is 28% of the First Year's

Remuneration.

Payment stages

£5000 payable when Lexical is instructed

£5000 then payable when Lexical

starts presenting pre-screened

candidates to the Client

The balance on offer and acceptance

NAMED APPROACHES fees are charged

At 20% with an initial £1000 retainer

SELECTION

The fee payable to Lexical is 25% of

First Year's Remuneration on offer and

acceptance

CONSULTANCY WORK

Fees are charged at between £750 –

£1000 per day depending on the scope

of the work/project. Initial projections

are given at the outset and reviewed

regularly with the client

RESEARCH

Research / mapping is charged at £500

per day and this is scoped out and

estimated at the outset. Lexical

recognises that this may result in a

search project and if that occurs

Lexical will deduct the cost of the

research project from the first search

retainer, provided the search is at the

same level (PQE) and practice

area/sector as the research conducted

ADVERTISING

Media, artwork and production costs will be invoiced additionally. The client is open to use its own in-house team in which case they will notify Lexical

VAT

All sums paid by the client are subject

to VAT at the rate prevailing on invoice

INVOICES

Invoices are payable within 14 days of

receipt. Lexical reserves the right to

suspend work immediately if invoices

remain unpaid after 28 days and

charge interest on the outstanding

amount at 2% per month until payment

DEFAULT FEES

Any candidates who have been

introduced to the Client by Lexical

and are subsequently retained in any

capacity in a role by the Client within a

twelve month period from the last date

of interview / cv receipt, the client shall

be liable to Lexical for the full fee for

the Service as defined in the agreement

MODIFICATION

Where the client modifies a brief during

the search exercise, resulting in further

research work, Lexical reserves the

right to charge an additional retainer.

CANCELLATION

On executive search, a cancellation fee

consisting of an additional £5000 fee plus

any outstanding invoices will be payable

should the client cancel the assignment

or hire a candidate from another source

on an assignment where Lexical is

retained. With consultancy and research

fees are payable up to work completed

ADDITIONAL CANDIDATES

In the event that a client hires more

than one candidate introduced by

Lexical then a fee of 25% of First

Year's Remuneration will be charged in

respect of each candidate payable on

offer and acceptance. Should additional

partners or associates move resulting

from a partner search and subsequent

hire, fees will be payable at 20% of First

Year's Remuneration per additional hire

on offer and acceptance

DETAILS OF APPOINTMENT

When an offer is made to a candidate

full details will be provided to Lexical

GUARANTEE

SEARCH

In the unlikely event that the candidate

leaves within six months Lexical will

repeat the assignment at no cost to the

client provided Lexical is notified within

30 days of the departure or resignation

the guarantee DOES NOT apply where

the departure is due to redundancy,

restructuring, sickness or any other

reason not related to the fault of the

candidate

SELECTION

Where a candidate resigns or the

contract is terminated due to the

fault of the candidate within 6

months, the following rebate applies:-

Upto 2 weeks 100% rebate

Upto 1 month 80% rebate

From 1 - 3 months 75%

3 – 6 months 50% rebate

After 6 months no rebate

The client must again notify Lexical

within 30 days of resignation /

departure

CONFIDENTIALITY

All information provided to the Client

is confidential and shall be treated as

such. All information provided is in

strictest confidence and is not to be

disclosed to any third party. All data is

to be processed in accordance with all

relevant data protection laws and

regulations (see our privacy policy)

REFERENCES

These are not to be taken without the

approval of the candidate or prior

authorisation of Lexical and the Client

will indemnify Lexical in respect of all

liabilities, costs etc in respect of any

breach of this condition.

LIABILITIES

The Client accepts that they must

determine the suitability of the

candidate for the role in question.

The client also undertakes not to do

or permit to be done, anything that

may contravene the responsibilities

of Lexical under equal opportunities

or anti-discriminatory legislation

EXCLUSIVITY

The client accepts that where Lexical

is engaged to provide a Service on

an exclusive basis then all direct

or third party applications are to be

forwarded to them. Exclusivity to be

agreed in the engagement letter.

GENERAL

SEVERABILITY

In the event that any of these terms is

deemed invalid then they will be

severed, the remainder enforceable

JURISDICTION

These terms are governed by English

Law and subject to the exclusive

jurisdiction of the English Courts

Variation of terms must be agreed in writing at the start of the assignment

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