



One Page client Overview: Key Terms of VEL Agreement

1. Scope of Services

- Covers Executive Search, Interim Management, and Leadership & Talent Assessment.
- Services are defined in Statements of Work (SoW) and governed by this Agreement.

2. Commencement & Duration

- Agreement starts upon verbal/written acceptance or engagement with a candidate.
- Termination requires 90 days' notice post first anniversary unless otherwise stated in SoW.

3. Fees & Payment

- Fixed fee structure for Executive Search (34% upfront, 33% shortlist, 33% offer acceptance).
- Interim fees based on time recorded and charge rates.
- Leadership Assessment fees are 25% of first-year gross salary.
- Retainers are non-refundable; full fees due if assignment is terminated early.
- Payment due within 30 days; late payments incur interest and may lead to service suspension.

4. Intellectual Property

- VEL retains IP rights in deliverables; clients receive a limited, non-transferable license.

5. Data Protection

- VEL acts as both processor and controller depending on data type.
- Clients must ensure lawful data sharing and indemnify VEL for breaches.

6. Liability

- VEL liability is capped (amounts redacted in draft).
- Excludes liability for candidate misrepresentation or early departure.
- Excludes indirect/consequential losses.

7. Termination

- Immediate termination possible for material breach, insolvency, or non-payment.
- All outstanding fees become payable upon termination.

8. Non-Solicitation

- No poaching of staff for 6 months post-contract (excludes interim roles and unsolicited applications).

9. Dispute Resolution

- Multi-tiered process: internal escalation - mediation - litigation.
- English law and courts have exclusive jurisdiction.

FULL TERMS AND CONDITIONS AVAILABLE ON REQUEST

Aviation House, 125 Kingsway, Holborn, London WC2B 6NH | Web: www.veredus.co.uk
Veredus Executive Ltd Limited, Registered in England & Wales No: 15790602

