

# General terms and conditions

## Article 1: Scope of application

These general terms and conditions apply to agreements for mediation concluded by a client with Hire.nl, pursuant to which Hire.nl, as the client with Hire.nl, on account of which Hire.nl, as contractor, proposes a candidate or candidates to the client a candidate or several candidates for the fulfilment of a need existing at the client for a permanent placement of the client. Hire.nl is permitted to make agreements deviating from these general terms and conditions, which shall always be confirmed in writing. Since mid 2019, Hire.nl has been the new trade name of Immenso BV.

## Article 2: Definitions

The following terms are used in these general terms and conditions:

Employment contract: what the Civil Code defines it as.

Gross annual salary: the gross annual salary is based on full-time employment including holiday pay and (if applicable) holiday allowances and (if applicable) fixed (average) bonus and 13th month.

Fee: the fee to Hire.nl for the mediation, assignment supervision and settlement of the Recruitment and Selection assignment.

Candidate: the person proposed to the client by Hire.nl after selection.

Client: the person who has given Hire.nl an assignment as described in Article 1.

Recruitment and Selection assignment: the assignment whereby Hire.nl for the purpose of employment (or a similar form of employment) for a client selects one or more candidates and employs these candidates orally or in writing to the client.

## Article 3: General

1. Hire.nl shall prepare a written assignment confirmation for each assignment, which shall set out: the content of the position, the desired profile based on knowledge and skills, any environmental factors within which the assignment is placed and the assessment criteria on the basis of which the candidate will be selected.

2. Hire.nl shall make every effort to deliver within the period agreed in the assignment confirmation, after the client has signed the order confirmation for approval, to the best of its ability and on the basis of the information provided by the client, to select one or more candidates who meet the client's requirements and expectations as far as possible.  
client.

3. A Recruitment and Selection assignment ends by successful fulfilment of the Recruitment and Selection assignment or by the lapse of time or by withdrawal by the client or Hire.nl.

Termination by lapse of time shall take place if no suitable candidate is proposed by Hire.nl within twelve (12) weeks.

4. The client is not permitted to provide details of candidates proposed by Hire.nl without prior written consent of Hire.nl to third parties.

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#### **Article 4: Information obligation of the client**

The client is obliged to provide Hire.nl with all the information that Hire.nl reasonably requires to properly carry out its Recruitment and Selection assignment and to select one or more candidates for the client.

#### **Article 5: Fee**

1. The full fee is due in case of successful fulfilment, which means the signing of the employment contract by the candidate proposed by Hire.nl, possibly in the manner provided for in paragraph 4.
2. The fee shall be the fixed percentage as agreed in the agreement of the gross annual salary (excluding VAT), based on a working week of 40 hours. Should the working week include fewer hours, a 40-hour working week will therefore apply for the calculation.
3. Invoicing takes place upon signature of employment contract.
4. Client is obliged to provide Hire.nl within 14 days after a request to that effect the income details, necessary for the determination of the fee as well as the starting date of the candidate selected by Hire.nl. If the client does not provide timely, insufficient or incorrect data, Hire.nl is entitled to determine the amount of gross annual salary and to invoice the fee in accordance with that estimate.
5. Successful fulfilment of an assignment also includes the case that a candidate that is introduced to a client by Hire.nl is employed and/or, whether or not through third parties, is employed in any way at the client or at an affiliated company. Unless the client has made an explicit reservation in advance, the fee shall also be due if the candidate introduced to the client by Hire.nl through a job application or otherwise was already to a greater or lesser extent familiar.
6. In case of a starting fee, this is always a starting fee per position/ vacancy.

#### **Article 6: Changes to the assignment**

If the client withdraws or terminates an assignment or changes elements of an assignment in such a way that, in the opinion of Hire.nl we can speak of new assignment, before a candidate who was already proposed as part of the original assignment has been accepted or before the period agreed in the assignment confirmation has expired, the client shall owe a fee to Hire.nl equal to the amount of 25% of the fee stated in the order confirmation, with a minimum of € 2,500 excluding VAT.

#### **Article 7: Payment term and collection costs**

The term of payment of invoices submitted by Hire.nl is fourteen (14) days after the invoice date. The invoice will be sent after the candidate has signed the contract. If the client does not fulfil his payment obligations in time, the client owes a collection fee of 10% of the amount not paid on time, including VAT. No notice of default is required for this.

#### **Article 8: Selection of candidate**

Hire.nl is completely free in the way it selects the candidate to be proposed to the client.

Unless otherwise agreed, Hire.nl is not obliged in that context to ask candidates personal or business references in order to gather information about the employment history and/or personal

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past of the candidate. Hire.nl will not actively collect any information regarding the employment history and/or current medical condition of the candidate.

#### **Article 9: Candidate references**

If the candidate voluntarily provides references to Hire.nl, Hire.nl is (unless otherwise agreed) not obliged to approach those references and ask them to provide further information about the candidate. Any information obtained from the references and/or the candidate information regarding the employment history and/or personal past of the candidate will not be checked by Hire.nl for correctness. Hire.nl will not be checked for accuracy so Hire.nl does not accept any responsibility for the accuracy of the information. Nor is Hire.nl obliged to pass on that information to the client. Hire.nl is fully independently competent to decide which information it makes available to the client.

#### **Article 10: Information**

Insofar as the candidate himself provides information to Hire.nl regarding disability history, current medical condition, conditions of employment with previous or current employer, name and address details of current and previous employer(s), circumstances under which previous employment contracts have been terminated, criminal record, work permit, education and diplomas, Hire.nl is not obliged to provide these details. Hire.nl is not obliged to check that information for accuracy, so Hire.nl does not accept any responsibility for this. Also with regard to this information, Hire.nl is fully independently competent to decide which information it makes available to the client.

#### **Article 11: Effort obligation; exoneration**

Hire.nl is obliged to make an effort to recruit and select suitable candidates for the benefit of the client. For the decision to enter into an employment contract with a candidate, as well as for the content of this contract, the client is responsible. The client accepts that Hire.nl is in no way liable for shortcomings of, and/or damage caused by, candidates selected by Hire.nl.

#### **Article 12: Liability**

Nominations by candidates are made to the best of our knowledge and in accordance with the standards of good professionalism. Hire.nl assumes that the information provided by the candidates or obtained from references is correct. The client is responsible for the final choice of a candidate. Hire.nl excludes any liability for the consequences of the actions or omissions - including consequential loss - of candidates, who became employed by the client partly as a result of the assignment performance.

Any liability of Hire.co.uk is limited to the amount due or would be due. Liability for indirect damage, such as delay damage or business interruption, image damage, loss of profit, missed savings or loss suffered on the part of the client or third parties, is excluded in all cases.

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### **Article 13: Privacy**

1. In the context of the assignment, regular exchange of personal data of, in particular, candidates takes place. The client and Hire.nl are obliged to treat these data confidentially in accordance with the Dutch Personal Data Protection Act (Wet Bescherming Persoonsgegevens (WBP)) and related laws and regulations. The client does not require data from Hire.nl which Hire.nl is not allowed to provide under applicable laws and regulations. The client is responsible for the further processing of the data provided to it by Hire.nl.
2. The client is not allowed to use (assessment) reports of candidates, without prior written consent of the candidates and of Hire.nl, the client is not allowed to use or otherwise provide these to third parties.
3. The client indemnifies Hire.nl against any claim by candidates or other third parties against Hire.nl in connection with a violation by the client of the provisions of this article and shall reimburse any related costs incurred by Hire.nl.

### **Article 14: Dissolution of the agreement**

The assignment between Hire.nl and the client can, in addition to the possibilities offered by law, be terminated immediately without judicial intervention and without notice of default being required, in the event that:

- A. the client is in a state of bankruptcy or an application for bankruptcy has been filed;
- B. the principal is in (provisional) suspension of payment or an application for such has been submitted;
- C. the principal, as a result of the seizure of his property, receivership or otherwise loses the power of disposition of its assets or parts thereof;
- D. (the business of) the client is dissolved or wound up
- E. in the opinion of Hire.nl, collection of existing or future claims against the client cannot be sufficiently secured;
- F. there is a merger, demerger or takeover on the part of the client;

The foregoing does not affect the right of Hire.nl to claim full compensation from client.

### **Article 15: Choice of law and courts**

The agreements of assignment, as well as the General Terms and Conditions forming part thereof, are governed by Dutch law.

### **Article 16: Filing of General Terms and Conditions**

These General Terms and Conditions have been filed with the Chamber of Commerce and can also be consulted online at [www.hire.nl](http://www.hire.nl).

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