

# General Terms and Conditions regarding Recruitment & Selection

## Article 1. Definitions

In these General Terms and Conditions the following definitions apply:

- **Candidate:** The person that Manpower proposes for employment by the Client or is offered a position of employment by any officer or employee of the Client.
- **Client:** the person, firm or legal person, including any subsidiaries or affiliated enterprises, to which the candidate is proposed;
- **Manpower:** Manpower B.V., which has its established office in Diemen, the Netherlands.
- **Order:** an order given by the Client to Manpower to recruit and select candidates for the position indicated by the Client;
- **Introduction/Introducing:** Manpower's handing over to the Client of a curriculum vitae, information about the Candidate or information from which the Candidate's identity can be derived;
- **Engagement/engage:** making of an employment contract, or a contract for professional services between the Client and the candidate, or the hiring of the candidate to the Client by a third party;

## Article 2. Contract

- 2.1 These General Terms and Conditions will be deemed accepted by the Client at the moment that a Candidate is Introduced or Appointed, or at the moment that the Client provides information about a Candidate to third parties or provides information to third parties that may be used to determine the identity of the Candidate.
- 2.2 These General Terms and Conditions contain the full contract between the parties (any amendments are given in Appendix 1). Any general terms and conditions or terms and conditions of purchase of the Client are not applicable.
- 2.3 Amendments or additions to these General Terms and Conditions are only valid if agreed between Manpower and the Client in writing and confirmed by both parties.

## Article 3. Order

To enable Manpower to recruit and select Candidates, the Client shall provide Manpower with information regarding the position for which the Client wishes to employ the Candidate, including:

- the type of work to be performed by the Candidate;
- job description (content and requirements of the Candidate's job);
- location of the work and working hours;
- the date on which the Client wishes the Candidate to start;
- experience, education, qualifications and all competences that are required by the Client, by law or by any professional body of the Candidate to work in the position mentioned above;
- health or safety risks insofar as these are known to the Client, as well as the measures taken by the Client to prevent or manage such risks;
- the duration or expected duration of the Appointment;
- the expected salary, secondary employment conditions that apply (pension scheme, lease car, laptop, mobile phone etc.) and any expense allowance and other benefits;
- the notice period of the Candidate and the Client.

## Article 4. Introduction

- 4.1 Manpower's work is limited to introducing Candidates. It is the Client's responsibility, and explicitly not Manpower's responsibility, to verify the Candidates' identity, diplomas, qualifications, skills, character and experience. Manpower will only ask for reference(s) if the Client and Manpower agreed to this in writing.
- 4.2 The Client is responsible for obtaining any work permits and/or any other permission required for the Candidate to perform work, for arranging any medical examinations and/or for investigating the Candidate's medical history, and for complying with any medical and other conditions, qualifications or permission required under the law of the country in which the Candidate is to perform the work.

## Article 5. Appointment

- 5.1 The fees referred to in Article 6 are payable for any Candidate appointed by the Client (or any (subsidiary/sister) company affiliated to the Client) within 12 months of the date of the Introduction resulting from or as a consequence of an Introduction arranged either directly or indirectly by or through Manpower.
- 5.2 The Introduction of Candidates is confidential. If the Client discloses information regarding a Candidate presented by Manpower to a third party, which results in an appointment by this third party within 12 months following the Introduction, the Client is obliged to pay the fee as referred to in Article 6 of Manpower's general terms and conditions, without any entitlement to a refund.
- 5.3 The Client will inform Manpower of the Candidate's appointment (by the Client or by a third party) immediately, or at least within no later than 7 days of the Client and Candidate placing their signatures (or the date when the Candidate starts his/her work in the unlikely event that this moment is earlier than the moment of signing). The Client shall send Manpower a copy of the agreement signed by the Client and the Candidate within the same 7 days.

## Article 6. Fee

- 6.1 The fee amounts to 26% of the Candidate's gross annual salary on the basis of a full-time appointment, including holiday pay, thirteenth month and any other emoluments including guaranteed bonuses (= Total Gross Annual Salary) by a Total Gross Annual Salary of less than € 40,000, plus the applicable VAT.

For a Total Gross Annual Salary of € 40,000 and above, the fee is 28% of the Total Gross Annual Salary, plus applicable VAT.

- 6.2 The Client shall pay the fee upon Appointment of the Candidate (when the Client and the Candidate sign an agreement or earlier if the work starts earlier), after which Manpower shall send the invoice concerned to the Client.
- 6.3 The term of payment is 14 days from the invoice date. If payment is not made within 14 days, the Client shall be in default by operation of law from that time, without notice of default being required, and shall owe an interest of 1% per month, whereby part of a month shall be counted as a full month.
- 6.4 A *Retained Search Order* (RSO) is deemed agreed after Manpower consents in writing to filling a vacancy as specified by the Client. The Client shall pay an advance to Manpower prior to the start of the RSO by way of a fee to be agreed upon in writing, and the RSO shall commence upon receipt of this fee.

## Article 7. Refund

If it transpires that the Candidate does not meet the job description (content and requirements of the Candidate's job) and this leads to termination of the agreement between the Candidate and the Client within one month after its commencement during the trial period, Manpower shall offer a credit note to the Client equal to 50% of the fee charged by Manpower. The provisions of this article do not apply if:

- a) Manpower is not notified in writing of the termination of the agreement between the Candidate and the Client within 7 days of the termination of the agreement, while stating the reasons for the termination and the exact date of the termination;
- b) the fee to which Manpower is entitled, as referred to in Article 6, is not paid within 14 days of the invoice date;
- c) the reason for termination is not related to the Candidate's ability or integrity.

## Article 8. Liability

Manpower shall not be liable under any circumstances for any damage, loss, expense, delay, costs or compensation, whether direct or indirect or consequential, which may be suffered or incurred by the Client, arising from or connected in any way with Manpower's recruitment & selection procedure, the introduction or the engagement of any candidate by the Client, or any failure of Manpower to introduce a candidate.

## Article 9. Data Privacy

Manpower and the Client shall process personal data if it has a legitimate and specific reason for doing so. This personal data shall be properly handled and protected with due care. Manpower and the Client shall do so in accordance with (privacy) laws and regulations, including the General Data Protection Regulation. Manpower's website provides full privacy statements, as well as a means to exercise the right to inspect and correct personal data.

## Article 10. Choice of law and competent court

These General Terms and Conditions are governed by the laws of the Netherlands. Any disputes shall be brought before the competent court in Amsterdam.

Seen and approved Client

Client: .....

Contact: .....

Position: .....

Place: .....

Date: .....

Signature: .....

Manpower

Contact: .....

Position: .....

Place: .....

Date: .....

Signature: .....

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