

General conditions for recruitment and selection - Inhouse Select B.V. (Chamber of Commerce 71291857)

Article 1 Definitions

Inhouse Select

Inhouse Select B.V. (hereinafter referred to as IHS), Chamber of Commerce 71291857, established in Bilthoven.

Client

The natural or legal person with whom IHS enters into the assignment.

Assignment

The agreement between a client and IHS under which IHS provides services to the client, more specifically recruitment and selection and/or executive search activities for the benefit of the client.

Order confirmation

The document to be sent by IHS by means of which the order is created. The order confirmation will in any case contain a description of the working method to be followed, the fee(s), expenses and the method of payment.

Fee

The fee payable by the client to Inhouse Select in connection with the assignment.

Candidate

The person who is involved in the recruitment and selection and/or executive search activities of IHS. for the benefit of the client.

Article 2 Non-discrimination and confidentiality

1. Every candidate has equal opportunities in the recruitment and selection and/or executive search activities of Inhouse Select, regardless of age, gender, marital status, sexual orientation, religion or belief, political choice, race, ethnic origin or nationality, all this without prejudice to the objective and real job requirements and provided that the candidate meets the main requirements of the assignment.
2. Inhouse Select will keep confidential all that comes to its knowledge in the exercise of its profession and is of a confidential nature. Inhouse Select will not provide any information which it knows or should reasonably know is incorrect and/or misleading.

Article 3 Applicability

1. These general terms and conditions apply to all quotations, assignment agreements - as well as the resulting (follow-up) assignments and (follow-up) agreements - with IHS.
2. General terms and conditions or deviating stipulations of the client are only valid if and insofar as they have been accepted by IHS in writing. Such acceptance cannot and may not be inferred from the fact that IHS does not rule out the fact that the client does not accept the general terms and conditions of IHS and/or declares other terms and conditions applicable.

Article 4 Offers and formation of the assignment

1. All offers provided by IHS and the prices and conditions mentioned therein are always made without obligation and have a maximum validity of 14 days unless otherwise stated. There is only a binding offer if this is explicitly done in writing by Inhouse Select and the period for acceptance is also stated.
2. Verbal undertakings only bind IHS after they have been confirmed in writing by IHS.
3. Assignments and changes thereof are made at the moment that IHS has accepted them in writing by sending an order confirmation or at the moment that IHS actually begins the execution of the work. IHS is under no circumstances obliged to commence the execution of the order before the client has returned the order confirmation signed for approval to IHS.
4. All costs and amounts mentioned in offers, contracts and these general conditions are exclusive of VAT, unless explicitly stated otherwise.

Article 5 Duration and termination of the assignment

1. The assignment is entered into for a fixed or indefinite period. The commission for a definite period ends by operation of law at the moment that the agreed period expires. Extension of the commission for a definite period is only possible if agreed in writing between the parties.
2. Interim termination of the assignment by the client is only possible if this has been agreed in writing between the parties. In the event of premature termination by the client, IHS reserves the right to charge the client the fee stated in the order confirmation plus actual costs or expenses incurred. Interim termination within the meaning of this paragraph includes interim changes to the job profile in the broadest sense of the word.
3. In all cases, the assignment ends when the client enters into an employment relationship of any nature whatsoever with a candidate nominated by IHS for himself and/or through or for third parties.
4. Assignments between IHS and the client can be dissolved without judicial intervention and without any notice of default being required at the time:
 - Client is declared bankrupt;
 - the client applies for a provisional suspension of payments;
 - client is placed under guardianship;
 - the client's property is seized;
 - the client otherwise loses the authority to dispose of its assets or parts thereof;
 - in the opinion of IHS, the collection of existing or future claims cannot be secured.

Article 6 Execution of the assignment

1. IHS will record the relevant vacancy of the Client in writing in the form of a job description or in the order confirmation. Preferably and as far as possible in any case, this should include: the content of the position, the desired profile of the candidate sought on the basis of knowledge and skills, the environmental factors in which the assignment is placed and the assessment criteria on the basis of which the candidate is selected.
2. IHS will make every effort to nominate one or more candidates on the basis of the job description as referred to in the first paragraph of this article.
3. IHS. is responsible for the proper execution of the assignment. By accepting the assignment, IHS. assumes an obligation to perform to the best of its ability. Nominations of candidates are made to the best of our knowledge and in accordance with the standards of good workmanship.
4. If parties agree on the time within which an assignment will be completed, these agreements should be considered indicative. IHS does not accept any liability in this respect.
5. IHS is not responsible for information and data provided by the client in the context of the assignment and IHS assumes that the information and data provided are correct.
6. IHS assumes that information and data provided by the candidate about himself (including but not limited to diplomas) obtained from sponsors about the candidate are correct.
7. IHS will act impartially in the assessment of candidates.
8. In the context of the assignment, IHS will not accept any form of remuneration from anyone other than the client. IHS will under no circumstances develop activities in the field of bilateral mediation.

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Article 7 Fee and costs

1. The client will owe the agreed fee to IHS at least as soon as he signs an employment contract of any kind (regardless of the starting date) with the candidate directly for himself and/or through or for third parties, unless otherwise agreed in the order confirmation.
2. The fee is the percentage in the order confirmation of the gross annual income (based on full-time employment) that the candidate will earn with the client, supplemented with guaranteed or reasonably expected bonus, 13th and 14th month and other emoluments.
3. All costs and expenses incurred by IHS in accordance with the order confirmation will be charged to the client separately. This includes - but is not limited to - the costs of advertising and placing the vacancy on the internet.

Article 8 Payments

1. Payment must be made within 14 days of the invoice date by transfer of the amount to the account of IHS mentioned on the invoice.
2. The client pays all invoices without deduction and setoff, without suspension due to alleged or actual attributable shortcoming and without the client being allowed to block his payment obligation by attachment under himself or otherwise.
3. If the client fails to pay within the set period, default shall automatically take effect from the due date, without IHS being obliged to provide any notice of default or summons. In such a case, the client will owe interest on the remaining amount due at a rate of 1.5% per month from the due date until the day of payment.
4. If IHS takes measures to collect the claim, the client is obliged to reimburse IHS for all costs incurred in this respect. This includes all reimbursements to third parties and all costs incurred by IHS within its own organization that can reasonably be attributed in whole or in part to the measures in question. In the event of collection of the amounts due, Inhouse Select has the option of demanding from the client the costs incurred in this connection, specified in detail, or fixing these costs at 15% of the amount unduly unpaid.

Article 9 Complaints

1. A complaint regarding an invoice must be made in writing to IHS within 7 days after the date of dispatch of the invoice in question. Complaints after the expiry of the mentioned terms will not be dealt with by IHS. A complaint does not suspend the payment obligation of the client.

Article 10 Approaching staff

1. During the term of the assignment and for one (1) year after it ends, IHS will refrain from approaching the client's employee(s) for a position elsewhere, unless the client's employee(s) wishes for a change of position themselves and IHS has written confirmation of this to the employee(s) in its possession.
2. If the client and/or an affiliated company enters into an employment relationship or cooperation of any nature whatsoever with a candidate introduced at the client by IHS - and rejected by the client - directly for themselves, or by means of and/or for third parties for a period of twelve (12) months after the end of the assignment, the client will immediately owe IHS the total mediation fee agreed in the confirmation of the assignment plus 5%.

Article 11 Liability

1. The client is responsible for the final choice of a candidate. IHS can never be held liable for damage and/or losses - including consequential damage - as a result of acts and/or omissions of a candidate introduced by IHS with whom the client has entered into an employment relationship of any kind directly for itself and/or through third parties or for third parties, (partly) as a result of the execution of the assignment by IHS.

2. Any liability of IHS for any direct damage is in any case, per event, limited to 50% of the amount invoiced or to be invoiced by IHS, whereby a connected series of events is considered as one event. IHS is never liable for indirect damage, including consequential damage.

Article 12 Other provisions

1. If one or more of the provisions of these general terms and conditions are annulled or declared null and void, this shall not affect the validity of the other provisions that apply in full.

Article 13 Applicable law and choice of forum

1. These conditions and all offers and assignments to which they relate are subject to Dutch law.
2. All disputes arising from or related to the order can only be submitted for settlement to the competent court of the Court Midden-Nederland.