

# NBBU



## **GENERAL TERMS AND CONDITIONS**

for the assignment of  
employees (assignment and  
payrolling) and job  
placement services

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*2nd edition: Januari 2022*

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# Chapter 1

## General provisions

### Article 1 Definitions

In these general terms and conditions,  
the following terms are defined as stated below:

- 1.1** **Company:** the natural person or legal entity that assigns employees to a hirer in order to perform work under the latter's supervision and management other than by virtue of an employment contract concluded with the hirer.
- 1.2** **Employee:** the natural person who performs or will perform work in the employment of the company for and under the supervision and management of the hirer.
- 1.3** **Hirer:** the natural person or legal entity to whom the company assigns employees in order to perform work under the hirer's supervision and management other than by virtue of an employment contract concluded with the hirer.
- 1.4** **Temporary employment agreement:** the contract between the company and the hirer, setting out the specific conditions subject to which an employee is assigned to perform work for and under the supervision and management of the hirer.
- 1.5** **Hirer rate:** the amount per time unit which the hirer owes the company for assigning the employee. It includes the labour costs such as wage costs, payroll taxes and national

insurance contributions, as well as a margin for the services provided by the company.

- 1.6 Temporary employment contract:** the employment contract under which the employee is assigned to the hirer by the company in order to perform work for and under the supervision and management of that hirer pursuant to a temporary employment agreement concluded with the company.
- 1.7 Payroll contract:** The payroll contract is the temporary employment contract in the course of which the temporary employment agreement between the company and the hirer is not concluded within the framework of bringing together supply and demand on the labour market and the company can assign the employee to another party only with the consent of the hirer.
- 1.8 Job placement company:** every natural person or legal entity that helps to find employees or jobs for a client, a jobseeker or both, with the aim of concluding a direct contractual employment relationship between the client and the jobseeker.
- 1.9 Client:** every natural person or legal entity that uses the services of a job placement company.
- 1.10 Job placement contract:** the contract between a job placement company and a client and/or a jobseeker to provide the services referred to in paragraph 8.
- 1.11 NBBU collective agreement:** the NBBU Collective Agreement for Agency Workers which applies to companies who are members of and, as such, affiliated with the Dutch Association of Intermediary Organizations and Temporary Employment Agencies [NBBU].
- 1.12** Whenever these general terms and conditions refer to employees, this refers to both male and female employees and whenever reference is made to he/him/his, this also refers to she/her/hers.

## **Article 2**

### **Applicability of these terms and conditions**

- 2.1** These terms and conditions apply to every offer from the company to the hirer and to every temporary employment agreement between the company and the hirer to which the company has declared these terms and conditions to be applicable, as well as the ensuing supplies and services of any nature between the company and the hirer, insofar as the parties have not explicitly deviated from these terms and conditions in writing.
- 2.2** The hirer with whom a contract was taken out once on the basis of these terms and conditions is expected to tacitly be in line with its applicability to a temporary employment agreement concluded with the company at a later stage.
- 2.3** All offers, regardless of how they were made, are without obligation.
- 2.4** The company is not bound by general terms and conditions of the hirer to the extent they deviate from these terms and conditions.
- 2.5** These general terms and conditions can be changed or supplemented at any time. The changed general terms and conditions then also apply to temporary employment agreements concluded earlier, subject to a period of one month after the written announcement of the change.

## **Article 3**

### **Formation of the temporary employment agreement**

- 3.1** The temporary employment agreement is concluded following the hirer's written acceptance or because the company effectively assigns employees to the hirer.
- 3.2** The specific conditions under which the employee is assigned to the hirer by the company are set out in the temporary employment agreement.
- 3.3** Changes or supplements to the temporary employment



agreement come into force once they are confirmed in writing by the company.

## **Article 4**

### **Invoicing method**

- 4.1** Unless agreed otherwise, invoices from the company are based on the completed and hirer-approved time sheets, the hirer rate and any additional allowances, costs and expenses.
- 4.2** The hirer is responsible for the correct, timely and full completion and approval of the time sheets. Approval is given by means of a (digital) signature on the time sheets, unless agreed otherwise. The hirer is liable for damage suffered by the company if the hirer fails to correctly fulfil the obligations set out in this paragraph, including but not limited to the administrative fine pursuant to Section 18b.2 of the Minimum Wage and Minimum Vacation Allowance Act. The hirer will fully indemnify the company.
- 4.3** If there is a difference between the time sheets submitted to the company and the relevant records kept by the hirer, the time sheets submitted to the company are considered to be the correct ones, unless the hirer proves otherwise.
- 4.4** If the employee disputes the data on the time sheets, the company can invoice the number of hours worked and other costs in accordance with the records from the employee, unless the hirer proves that the time sheets used by the hirer are correct.
- 4.5** If the hirer does not comply with the conditions of paragraph 2 of this article, the company may decide to invoice the hirer on the basis of the facts and circumstances known to the company. The company will not proceed to do so as long as no reasonable consultations with the hirer have taken place on the subject.
- 4.6** The hirer ensures that the invoices of the company are paid within 14 days of the invoice date, without any deduction, discount or set-off.
- 4.7** If the company has a G-account, the hirer can ask the

company to confer about the possibility that the hirer pays a percentage of the invoiced amount into the relevant account, as well as about the extent of the percentage.

This option can be used only when the parties have reached an agreement.

- 4.8** On the company's demand, the hirer will give the company a written direct debit mandate to debit the hirer's bank account with the invoice amounts within the agreed period. To that end, the parties will use a SEPA mandate form.

## **ARTICLE 5 PAYMENT CONDITIONS**

- 5.1** Only direct payments to the company release the hirer from his obligations.
- 5.2** Direct payments or advance payments from the hirer to the employee are not permitted, regardless of why or how such payments are made. Such payments do not concern the company and do not form a basis for any debt repayment or set-off.
- 5.3** If the hirer disputes an invoice, he must notify the company thereof in writing within eight days of the date on which the invoice in question was sent, failing which his right to dispute the invoice lapses. Disputing an invoice does not suspend the hirer's payment obligation.
- 5.4** In the event of non-payment, late or incomplete payment by the hirer of any amount owed by him, the hirer is in default by operation of law with effect from the due date of the invoice in question. From that moment on, the hirer also owes the company default interest on the invoice amount, equal to the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code.
- 5.5** All costs, both judicial and extrajudicial, including the costs of legal aid, incurred by the company as a result of the hirer's failure to fulfil his payment obligations will be at the expense of the hirer. The extrajudicial collection costs of the company, to be calculated on the amount to be collected, are set at at least 15% of the principal sum, subject to a minimum of €500.00.

- 5.6** If the hirer's financial position and/or payment behaviour give rise thereto in the opinion of the company, the hirer is, on the company's first demand, obliged:
- a.** to issue a direct debit mandate as referred to in Article 4.8 of these terms and conditions; and/or
  - b.** to make an advance payment; and/or
  - c.** to furnish sufficient security for the fulfilment of his obligations towards the company by means of a bank guarantee or a pledge, for instance.

The extent of the requested security and/or the requested advance payment is in proportion to the extent of the hirer's obligations in question.

- 5.7** If the hirer fails to comply with the company's request referred to in the previous paragraph, or if a payment collection fails, the hirer will be in default by operation of law without any notice of default being required. If the hirer is in default, the company is entitled to suspend the fulfilment of its obligations under the temporary employment agreement or to fully or partially terminate the temporary employment agreement with immediate effect, without the company owing the hirer any compensation. All claims of the company become immediately due and payable as a result of the termination.

## **Article 6 Dissolution**

- 6.1** If a party fails to fulfil its obligations under the temporary employment agreement, the other party – apart from the provisions stipulated in the temporary employment agreement – will be entitled to extrajudicially dissolve all or part of the temporary employment agreement by means of a registered letter. The agreement will not be dissolved until the defaulting party is declared to be in default in writing and has been given a reasonable time to remedy the shortcoming and fulfilment is not forthcoming.
- 6.2** In addition, either party will be entitled, without the need for any demand or notice of default and without the need for court proceedings, to dissolve all or part of the temporary employment agreement by means of a registered letter with immediate effect, if:

- a. the other party applies for or has been granted a (provisional) moratorium;
  - b. the other party files a winding-up petition for itself or is declared insolvent;
  - c. the business of the other party is liquidated;
  - d. the other party discontinues its current operations;
  - e. through no fault of one party, a considerable part of the assets of the other party is seized, or if the other party must otherwise be deemed no longer able to fulfil the obligations under the temporary employment agreement.
- 6.3** If at the time of dissolution, part of the temporary employment agreement has already been fulfilled by the hirer, he can only partially dissolve the temporary employment agreement, i.e. only that part yet to be fulfilled by or on behalf of the company.
- 6.4** Amounts invoiced by the company to the hirer before dissolution in connection with its performances for the fulfilment of the temporary employment agreement will still be payable by the hirer to the company and will become immediately due and payable at the time of dissolution.

## **Article 7 Liability**

- 7.1** Except in the event of mandatory legal provisions and in accordance with the principles of reasonableness and fairness, the company will not be obliged to pay any compensation for damage of any nature, directly or indirectly, suffered by the employee, the hirer or inflicted to goods or persons of or at the client or a third party, in connection with a temporary employment agreement, including damage caused by:
- a. the assignment of the employee to the hirer by the company, also when it appears that this employee does not meet the requirements set by the hirer.
  - b. the unilateral termination of the temporary employment contract or the payroll contract by the employee.
  - c. actions or omissions by the employee, the hirer himself or a third party, including obligations assumed by the employee.
  - d. the hirer seconding the employee without the written consent of the company.

- 7.2** Any liability of the company for any direct damage is, in any case, limited per event to:
- a.** the amount paid out under the insurance of the company, or;
  - b.** if the company is not covered for the damage in question or if the insurance does not pay out (in full), the amount invoiced by the company. If the amount charged depends on a time factor, liability is limited to the amount charged to the hirer by the company in the month prior to the claim notice. Failing a prior month, the amount which the company would have or has charged the hirer in accordance with the temporary employment agreement in the month in which the claim event took place will be the determining factor.
- 7.3** The company is never liable for consequential damage such as lost profits and missed savings and for indirect damage.
- 7.4** The hirer is obliged to take out sufficient, fully comprehensive liability insurance for all direct and indirect damage as referred to in paragraph 1 this article.
- 7.5** In any case, the hirer has to indemnify the company against any claims from employees or third parties for compensation of damage, referred to in paragraph 1 of this article, suffered by those employees or third parties.
- 7.6** The liability restrictions set out in paragraphs 1 and 2 of this article will no longer apply if it concerns intent or gross negligence on the part of the company and/or its managerial members of staff.
- 7.7** If and insofar as is possible, the company is at all times entitled to remedy the damage caused by the hirer. This includes the company's right to take measures aimed at preventing or limiting any damage.

## **Article 8**

### **Force majeure**

- 8.1** In the event of force majeure of the company, its obligations under the temporary employment agreement will be suspended for as long as the situation of force majeure continues. Force majeure is understood to be any circum-

stance beyond the control of the company which temporarily or permanently prevents the company from performing the temporary employment agreement and which, either by law or the principles of fairness and reasonableness, should not be classed as the risk of the company.

- 8.2** In the event of a situation of force majeure as referred to in paragraph 1 of this article, the company will notify the hirer.
- 8.3** Insofar as not already included, force majeure is also taken to mean industrial strikes, factory sit-ins, blockades, embargoes, government measures, war, revolution and/or any circumstance to be deemed equal to that, power failures, breakdowns in electronic communication lines, fire, explosions and other emergencies, water damage, flooding, earthquakes and other natural disasters, as well as large-scale staff illness of an epidemiologic nature.
- 8.4** The obligations of the company will be suspended for the duration of the force majeure situation. However, this suspension does not apply to obligations which the force majeure does not relate to and which were in place before the situation of force majeure occurred.
- 8.5** If the situation of force majeure lasted a period of three months or once it is clear that the situation of force majeure will take longer than three months, either party will be entitled to prematurely terminate the temporary employment agreement without having to observe any notice period. After the termination of the temporary employment agreement as described above, the hirer remains obliged to pay the company any outstanding amounts he owes the company and which relate to the period before the situation of force majeure.
- 8.6** During the situation of force majeure, the company will not be obliged to pay the hirer any compensation, nor is it obliged to do so after the termination of the temporary employment agreement referred to in paragraph 5 of this article.

## **Article 9**

### **Secrecy**

- 9.1** The company and the hirer will not disclose to third parties

any confidential information from or about the other party, its activities and customers they have learned of by virtue of an offer or a temporary employment agreement, unless and to the extent the disclosure of such information is required in order to be able to perform the temporary employment agreement correctly or if they have a statutory duty of disclosure.

- 9.2** At the request of the hirer, the company will compel the employee to exercise secrecy in respect of everything he learns or becomes aware of in the performance of his duties, unless the employee is legally obliged to disclose it.
- 9.3** The hirer is free to compel the employee to observe secrecy directly. The hirer will inform the company of his intention to do so and provide the company with a copy of the agreement drawn up for that purpose.
- 9.4** The company cannot be held liable for any fine, penalty or losses incurred by the hirer as a result of the employee failing to observe that duty of secrecy.

## **Article 10**

### **Applicable law and competent court**

- 10.1** These general terms and conditions, instructions, temporary employment agreements and/or other agreements are governed by Dutch law.
- 10.2** All disputes ensuing from or relating to a legal relationship between the parties will in the first instance be exclusively heard by the court within whose jurisdiction the company has its registered business, unless mandatory law prescribes otherwise.

## **Article 11**

### **Final provisions**

- 11.1** If any provision of these terms and conditions is null and void or is voided, the other provisions of these terms and conditions will remain in full force and the parties will confer in order to agree on new provisions in replacement of the void or voided provisions, in the course of which the purpose

and meaning of the void or voided provision will be taken into account as much as possible.

## **11.2**

The company has the right to transfer its rights and obligations under a temporary employment agreement to a third party. Unless agreed otherwise in writing, the hirer does not have the right to transfer his rights and obligations under the temporary employment agreement to a third party.





## Chapter 2

# Assignment of employees: general

### **Article 12** **Assigning employees**

- 12.1** Effectively, the employee works under the supervision and management of the hirer. The hirer will exercise the same standard of due care as he does for his own employees. As a formal employer, the company does not supervise the workplace and the work to be performed, on the basis of which the hirer will be responsible for a safe working environment. He will exercise the same standard of due care as he does for his own employees.
- 12.2** The assigned employee has concluded a temporary employment contract pursuant to Section 7:690 of the Dutch Civil Code or a payroll contract with the company pursuant to Section 7:692 of the Dutch Civil Code. The temporary employment agreement between the company and the hirer is a determining factor: if the company does not have an allocative function within the framework of the instruction (it does not recruit and select) and it concerns an exclusive assignment to the hirer, the agreement is a payroll contract. If it concerns none of the foregoing, the contract is a temporary employment contract.
- 12.3** If the company and the employee have concluded a temporary employment contract, Chapter 2A of these general terms and conditions will apply to the legal relationship between the company and the hirer. If the company and the employee have concluded a payroll contract, Chapter 2B

of these general terms and conditions will apply to the legal relationship between the company and the hirer.

- 12.4** Without the written consent of the company, the hirer will not reassign the employee assigned to him to a third party in order for the employee to work under that third party's supervision and management or to perform work abroad. A violation of this paragraph means the company will be entitled to end the assignment of the employee and/or to terminate the temporary employment agreement with immediate effect, as well as to charge the hirer for all ensuing or related damage. In that case, the hirer will fully indemnify the company.

### **Article 13**

#### **Content, duration and end of the assignment of the employee/employees**

- 13.1** The specific conditions under which the employee is assigned to the hirer are set out in the temporary employment agreement. The assignment of the employee to the hirer is for a fixed term or for an indefinite term.
- 13.2** The hirer informs the company about the intended duration, (weekly or, at least, monthly) working hours and times of the assignment, on the basis of which the company can determine the nature and term of the temporary employment contract or the payroll contract with the employee.
- 13.3** If the hirer, after the employee has arrived at work, uses his services for less than three hours, the hirer is obliged to pay the hirer rate for at least three hours per call if:
- a.** working hours of less than 15 hours per week have been agreed on and the hours of work are not documented; or
  - b.** it concerns an on-call contract within the meaning of Section 7:628a of the Dutch Civil Code.
- 13.4** If an employee has already been called but he cannot perform the work or the hours of work have changed due to special circumstances on the part of the hirer, the hirer will notify the company at least four days prior to the moment at which the work would start. If the hirer fails to do so and the employee has an on-call contract within the meaning of

Section 7:628a of the Dutch Civil Code, the hirer must pay the hirer rate for the number of hours in connection with the original call, including the hours of work.

- 13.5** If the employee has an on-call contract within the meaning of Section 7:628a of the Dutch Civil Code, the company is obliged to offer the employee permanent employment, including an obligation to continue to pay wages, within twelve months, and the fixed working hours are at least equal to the average working hours during the previous twelve-month period. If the employee accepts the offer, the hirer rate will be calculated on the basis of the fixed working hours, not the number of hours effectively worked.
- 13.6** The temporary employment agreement cannot be terminated as long as employees are assigned to the hirer.
- 13.7** A fixed-term assignment cannot be cancelled prematurely. If the hirer still wants to terminate an assignment prematurely, he can do so only on the condition that the payment obligations relating to the assignment will continue until the agreed term of the assignment has expired. In that case, the company is entitled to (continue to) charge the hirer the hirer rate for the agreed term of the assignment, in accordance with the customary or anticipated working pattern of the employee, unless the company and the hirer have made other agreements in writing about this.
- 13.8** The company and the hirer make arrangements in the temporary employment agreement about the notice period for the open-ended assignment. The company's obligations to continue to pay the employee his wages will be taken into account. If no notice period has been agreed on, the notice period referred to in Article 21.6 or 24.6 of the general terms and conditions will apply.
- 13.9** If the hirer, without the knowledge of the company, has played a role in the allocation or the recruitment and selection process of the employee, pursuant to which the temporary employment contract is converted into a payroll contract, the hirer rate must be determined again with retrospective effect, in accordance with Article 24. In that case, the hirer is obliged to continue paying the hirer rate for the term of the payroll contract agreed on between the company and the employee. The hirer can offer the employee an employment

contract in order to end the continuous payment obligation. If the termination of the assignment is requested, the company will endeavour to terminate the payroll contract or to transfer the employee and all additional costs will be passed on to the hirer.

**13.10** In connection with the company's duty of notification towards an employee with a fixed-term temporary employment contract or payroll contract, the company can ask the hirer at least five weeks before the end of the temporary employment contract or the payroll contract to indicate if he wishes to continue the assignment. In that case, the hirer is obliged to indicate if he wishes to continue the assignment within three days. If the hirer fails to inform the company correctly or in time, he must pay the company the full costs in connection with the payment made to the employee pursuant to Section 7: 668, subsection 3 of the Dutch Civil Code.

**13.11** If the agreement is terminated because of a dispute with the employee or a conflict situation, the hirer must notify the company thereof in time. In that case, the company will find out if the dispute or the conflict situation can be resolved.

**13.12** In the event of a business closure or compulsory day off during the assignment, the hirer will notify the company accordingly when the temporary employment agreement is concluded, allowing the company to take this into account when adopting the terms and conditions of employment. If the hirer fails to do so, he will owe the company the number of hours agreed on in the temporary employment agreement, multiplied by the most recently applicable hirer rate, during the business closure or the compulsory day off.

## **Article 14**

### **The hirer's duty of disclosure**

**14.1** The hirer notifies the company in time, correctly and in full about the terms and conditions of employment referred to in Article 21 or 24 of the general terms and conditions pursuant to Section 12a of the Placement of Personnel by Intermediaries Act, enabling the company to determine the wages of the employee.

- 14.2** The company is entitled to correct the hirer rate with retrospective effect and to charge it to the hirer if it emerges that (one of) the components referred to in Article 21 or 24 was determined incorrectly.
- 14.3** If the hirer intends to make a car available to the employee, the hirer will immediately notify the company thereof. The hirer and the employee can agree on the fact that the car can be used for private purposes only in consultation with the company, so that the company can take this into account in the withholding taxes. If the hirer fails to do so, he is obliged to compensate any ensuing costs and damages incurred by the company.

## **Article 15**

### **The vicarious tax liability regarding wages**

- 15.1** Apart from the company, the hirer is also jointly and severally liable towards the employee for the payment of the wages owed to the employee, unless the hirer considers himself non-culpable with regard to any underpayment.
- 15.2** In order to prove his non-culpability, the hirer has to notify the company in time, correctly and in full about the terms and conditions of employment referred to in Article 21 or 24 of the general terms and conditions.
- 15.3** The company has an obligation towards the hirer to remunerate the employee in accordance with the applicable legislation.

## **Article 16**

### **(Direct) employment relationship between the hirer and the employee**

- 16.1** If the hirer wants to conclude an employment contract or another type of employment relationship directly with an employee assigned to him by the company, he must notify the company thereof in writing immediately. The parties will then confer in order to discuss the hirer's wish. The basic principle is that the hirer owes the company a reasonable fee for the services provided by the company in connection with the assignment, recruitment and/or training of the employee

in accordance with the provisions of Section 9a.2 of the Placement of Personnel by Intermediaries Act.

- 16.2** “Another type of employment relationship” as mentioned in this paragraph includes, among other things:
- a.** the contract for services;
  - b.** contracting work;
  - c.** the assignment of the employee to the hirer by a third party (e.g. another company) for the same or other work.
- 16.3** The hirer will not conclude an employment contract with the employee directly if the employee has not terminated the temporary employment contract with the company in a legally valid manner.
- 16.4** The hirer is not permitted to entice employees to conclude an employment contract or another type of employment relationship with another company with the intention of hiring the employees through this other company.

## **Article 17**

### **The hirer’s duty of care and indemnification of the company**

- 17.1** The hirer is aware of the fact that by virtue of Section 7: 658 of the Dutch Civil Code and the applicable working conditions legislation, it is his duty to ensure employees have a safe workplace. The hirer will give employees specific instructions in order to prevent the employees from suffering any injuries during the fulfilment of their duties.. The hirer will also provide the worker with personal protective equipment where necessary and all other required job-related equipment that is also provided to the hirer’s own staff. If these requirements are arranged by the company, it is entitled to charge the associated costs to the hirer.
- 17.2** Before the start of the assignment, the hirer gives the employee and the company the necessary information about the employee’s required professional qualifications, as well as the hazard identification and risk assessment (HIRA), relating to the specific characteristics of the position to be fulfilled. The employee must be given enough opportunity to read the content before being able to start his duties.

- 17.3** The hirer is liable towards the employee and the company for and consequently obliged to compensate any damage suffered by the employee during the performance of his duties, unless the damage is to a large extent the result of the employee's intent or wilful recklessness, in accordance with the provisions of Article 7.
- 17.4** If the employee sustains fatal injuries during the fulfilment of his duties, the hirer, in accordance with Section 6:108 of the Dutch Civil Code, is obliged towards the persons referred to in that section and towards the company obliged to pay those persons compensation, unless the injuries were to a large extent the result of intent or wilful recklessness on the part of the employee, all in accordance with the provisions of Article 7. Furthermore, the hirer must pay the company the costs in connection with the payment to be made pursuant to Section 7:674 of the Dutch Civil Code.
- 17.5** The hirer fully indemnifies the company against claims brought against the company on account of the hirer's failure to fulfil the obligations set out in this article and he will fully compensate the company for the associated costs of legal aid. The hirer allows the company to assign its claim referred to in this article to the directly interested party or parties.
- 17.6** The hirer is obliged to take out sufficient, fully comprehensive liability insurance for all direct and indirect damage as referred to in this article.

## **Article 18**

### **Identification and personal details**

- 18.1** At the start of an employee's assignment, the hirer confirms the employee's identity on the basis of the original proof of ID. The hirer holds records in such a way that the employee's identity can be confirmed.
- 18.2** The company and the hirer will treat all personal details from employees disclosed to them within the framework of an assignment in confidence and they will process those details in accordance with the provisions of the General Data Protection Regulation (GDPR) and other relevant privacy legislation.

- 18.3** Depending on the responsibilities and working method, the parties make the arrangements in accordance with the GDPR and related privacy legislation regarding, among other things, data breaches, the rights of data subjects and retention periods. If the company and the hirer have a shared processing responsibility, they will make further arrangements about, among other things, data subjects exercising their rights and the duty of disclosure. These arrangements are laid down in mutual regulations.
- 18.4** The hirer is responsible for disclosing personal details to or requesting them from the company only if and insofar as the hirer is entitled to do so by virtue of the GDPR.
- 18.5** The hirer indemnifies the company against all claims brought against the company by candidates, associates, employees of the hirer or other third parties in connection with the hirer's violation of the GDPR and other privacy legislation and he will compensate the associated costs incurred by the company.





## Chapter 2a

# Assignment of employees: assignment

### **Article 19** **Applicability of general provisions**

The provisions of Chapters 1 and 2 of these general terms and conditions apply to the assignment of employees with a temporary employment contract within the meaning of Section 7:690 of the Dutch Civil Code, as mentioned in Article 12.

### **Article 20** **Selection of employees**

- 20.1** The company selects employees on the basis of their qualities and skills on the one hand and the job requirements presented by the hirer on the other.
- 20.2** The hirer cannot stipulate requirements that are irrelevant to the position and which (may) also result in direct or indirect discrimination in relation to, for instance, race, religion, gender and/or disability. In any case, the company will not honour such requirements, unless they are made within the framework of a target group policy that is permitted by law in order to promote equal employment participation.
- 20.3** If an employee fails to fulfil the job requirements stipulated by the hirer, the hirer can notify the company thereof within four hours of the start of the work. In that case, the hirer is obliged to pay the company at least the wages owed to the

employee, plus the employer's share of the social insurance contributions and premium payments and the obligations ensuing from the NBBU collective agreement.

- 20.4** The company can assign the employee to multiple hirers.
- 20.5** During the term of the temporary employment agreement, the company can suggest to replace the employee, for instance if the employee is no longer able to perform the work or in connection with an imminent reorganisation or reinstatement obligation. In that case, the hirer rate will be reviewed.

## **Article 21**

### **The hirer rate in the event of assignments**

- 21.1** The hirer owes the company the hirer rate for the assignment, except when other agreements have been made in that respect.
- 21.2** The hirer rate is in direct proportion to the wages owed to the employee in accordance with the NBBU collective agreement. The employee's wages and allowances will be determined before the assignment and, if necessary, during the assignment and are equal to the remuneration of a similar employee employed in a similar or equal position at the hirer's company (the so-called hirer fee).
- 21.3** The user company remuneration consists of:
- a.** only the applicable period wage in the scale;
  - b.** the applicable reduction in working hours;
  - c.** all allowances for working at irregular times and/or under physically stressful circumstances related to the nature of the work. Here you can think of (not exhaustive): overtime, working in the evening, during the weekend or during public holidays, shifted hours, performing shift work, working under low or high temperatures, working with hazardous substances or dirty work;
  - d.** initial pay rise (from the same time as at the hirer);
  - e.** tax-exempt expense allowances;
  - f.** increments;
  - g.** reimbursement of travelling hours and/or travel time related to the work;

- h.** one-off benefits;
- i.** remote-work allowances.

- 21.4** If the employee cannot be grouped in the hirer's job classification system, the employee's remuneration is determined on the basis of the interviews held by the company with the employee and the hirer. Among other things, the required capacities involved in the fulfilment of the position, the responsibilities, experience and level of training will be considered.
- 21.5** Changes in rates as a result of changes to the hirer fee, collective agreement obligations and changes in or on account of legislation such as tax and social legislation, are passed on to the hirer as from the effective date of those changes and will be payable by the hirer accordingly, regardless of these changes occurring during the term of a temporary employment agreement.
- 21.6** If it concerns an open-ended assignment and the parties have made no agreement on the notice period, a notice period of at least ten calendar days applies, unless the employee has a fixed-term or an open-ended temporary employment contract, in which case the notice period is one and three months respectively.



## Chapter 2b

# Assignment of employees: payrolling

### **Article 22**

#### **Applicability of general provisions**

The provisions of Chapters 1 and 2 of these general terms and conditions apply to the assignment of employees with a payroll contract within the meaning of Section 7:692 of the Dutch Civil Code, as mentioned in Article 12.

### **Article 23**

#### **The hirer's duty of disclosure in the case of payrolling**

In the event of successive terms of employment, the hirer will notify the company correctly and in full about the employee's employment history at the hirer. If the hirer fails to do so, the ensuing unforeseen costs and any damage will be charged to the hirer.

### **Article 24**

#### **The hirer rate in the event of payrolling**

#### **24.1**

The hirer owes the company the hirer rate for the assignment, except when other agreements have been made in that respect. The hirer rate is in direct proportion to the wages owed to the employee.

#### **24.2**

In accordance with Section 8a of the Placement of Personnel by Intermediaries Act, the employee is entitled to, at least,

the same terms and conditions of employment as those that apply to employees employed by the hirer, fulfilling the same or similar positions. In derogation thereof, an effective pension scheme may apply.

- 24.3** Before the start of the assignment, the hirer notifies the company in writing about the collective agreement or the remuneration scheme in force at his business, the legal status contained therein, the pension scheme and all (interim changes to) the terms and conditions of this collective agreement or remuneration scheme that are relevant to the assignment, such as the wages, overtime, the continued payment of wages during illness and leave schemes.
- 24.4** Changes in rates as a result of changes to terms and conditions of employment, collective agreement obligations and changes in or on account of legislation such as tax and social legislation are passed on to the hirer as from the effective date of those changes and will be payable by the hirer accordingly, regardless of these changes occurring during the term of a temporary employment agreement.
- 24.5** If an employee fails to fulfil the job requirements stipulated by the hirer and the hirer did not play a role in the allocation (recruitment and selection) process of the employee, the hirer can notify the company thereof within four hours of the start of the work. In that case, the hirer is obliged to pay the company at least the wages owed to the employee, plus the employer's share of the social insurance contributions and premium payments under the obligations ensuing from the applicable collective agreement/remuneration scheme.
- 24.6** If it concerns an open-ended assignment and the parties have made no agreement on the notice period, the hirer's payment obligations in connection with the assignment will continue until the payroll contract between the payroll company and the payroll employee terminates. In that case, the payroll company is entitled to (continue to) charge the hirer the hirer rate in accordance with the customary or anticipated working pattern of the payroll employee.



## Chapter 3

# Terms and conditions for job placement services

### **Article 25**

#### **Applicability of general provisions**

The purport of the provisions of Chapter 1 of these general terms and conditions, more specifically, Articles 1, 2, 3, 4.7, 5 to 11 and Article 18, apply by analogy to the job placement contract between the job placement company and the client.

### **Article 26**

#### **Fee and content of the job placement contract**

- 26.1** The fee owed to the job placement company by the client may consist of either a pre-agreed fixed amount or a pre-agreed percentage of the fulltime gross annual salary offered to the jobseeker, plus a vacation allowance.
- 26.2** Unless agreed otherwise in writing, the fee referred to in paragraph 1 of this article is payable only if the job placement services have resulted in an employment contract or another employment relationship within the meaning of Article 16.2, with a jobseeker selected by the job placement company. The fee is also payable if the jobseeker selected by the job placement company will otherwise perform work for the client, for instance by way of an assignment.
- 26.3** The specific conditions on the basis of which the job placement company performs its job placement services are set out in the job placement contract.

Any memorandum items will be charged on the basis of subsequent calculation.

**Article 27****Employment relationship between the client and the jobseeker**

If during the term of the instruction for job placement services or within six months of the end of that, the client himself (still) concludes an employment contract or a collaboration as referred to in Article 16.2 with a jobseeker selected by the job placement company, he must immediately pay the agreed fee to the job placement company.





Amsterdam, November 1, 1994

Amended version: Wanneperveen, March 12, 1996

Amended version: Bilthoven, January 1999

Amended version: Bilthoven, January 2000

Amended version: Bilthoven, January 2002

Amended version: Bilthoven, July 2004

Amended version: Bilthoven, September 2006

Amended version: Amersfoort, January 2010

Amended version: Amersfoort, March 2011

Amended version: Amersfoort, May 2016

Amended version: Amersfoort, July 2018

Amended version: Amersfoort, January 2020

Amended version: Amersfoort, January 2022

These General Terms and Conditions have been filed with the Amsterdam Chamber of Commerce under no. DS 40538398.

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