

# Yacht General Terms and Conditions for Recruitment and Selection

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## General Terms and Conditions for Recruitment and Selection Yacht Group Nederland bv

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# Article 1 Definitions

## **Yacht**

Yacht Group Nederland bv and the subsidiaries affiliated to Yacht Group Nederland bv, including but not limited to Yacht bv.

## **Client**

The natural person or legal entity with which Yacht contracts the order.

## **Order**

The contract between the Client and Yacht pursuant to which Yacht performs recruitment and selection and/or executive search work for the Client in Order to realize a direct labor relationship of any kind whatsoever between the Candidate and the Client.

## **Order confirmation**

The document to be sent by Yacht to the Client, through which the Order is realized. The Order confirmation shall in any event include a description of the working method to be followed, the Fee(s), the expenses and the payment method.

## **Candidate**

The person who becomes involved in the recruitment and selection and/or executive search work by Yacht for the Client.

## **Placement**

The time at which the Client, on its own behalf, via and/or for third parties, contracts a labor relationship of any kind with the Candidate offered by Yacht in relation to an Order or introduction.

## **Fee**

The remuneration payable by the Client to Yacht in connection with the Order (excluding the recruitment costs and any additional expenses).

# Article 2 Applicability

These terms and conditions apply to all orders, introductions, offers and agreements concerning the recruitment and selection of staff for the Client by Yacht. The Client's procurement or other terms and conditions do not apply and are hereby explicitly rejected.

# Article 3 Orders

1. Yacht draws up a written 'Order confirmation' for each Order and makes efforts, 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 within the term agreed in the Order confirmation, after the Client has signed the Order confirmation for consent.
2. The Order confirmation encompasses the term of the order, the job content, the required profile on the basis of knowledge and skills, the environmental factors within which the Order is placed and the assessment criteria on the basis of which the Candidate will be selected.
3. In these terms and conditions, an 'introduction' refers to the voluntary introduction of a Candidate to the Client by Yacht, without the Client having placed an Order for this with Yacht. An introduction takes place by means of an 'introductory letter'. This introductory letter describes the conditions under which Yacht offers the Candidate concerned.

4. A placement occurs at the time at which the Client, on its own behalf, via and/or for third parties, contracts a labor relationship of any kind with the Candidate offered by Yacht in relation to an Order or introduction.
5. Yacht may make use of third parties for the purpose of fulfilling the order.

## **Article 4 Obligations of the Client**

1. Yacht performs the Order on the basis of the information provided by the Client on the required profiles, work experience and training requirements. Yacht assumes that this information will be correct and will be provided by the Client in a timely manner.
2. In relation to the service provision, the Client is required to provide Yacht with all relevant information that could affect the service provision, in any event including but not limited to organizational changes, location changes and changes in staffing.
3. In the fulfillment of the order, Yacht assumes that the Client will provide the necessary assistance and, among other things, will plan time for the interviews with Candidates and will make interview rooms available.
4. The Client shall treat all information concerning Candidates in confidence and shall not use this information without the consent of the Candidate(s) and/or Yacht.

## **Article 5 Withdrawals and changes to orders**

If the Client withdraws or cancels an Order or changes elements of an Order in such a way that, in Yacht's view, a new Order is involved, before a Candidate already offered in relation to the Order is accepted, or before the expiration of the term agreed in the Order confirmation, the Client owes Yacht compensation of 50% of the Fee shown in the Order confirmation, with a minimum of €5,000 exclusive of VAT.

## **Article 6 End of order**

1. An Order is terminated at the time at which a placement is realized or at the time at which one of the parties withdraws or cancels the Order (after the expiration of the term agreed in the Order confirmation).
2. In addition to the possibilities afforded by law, the Order between Yacht and the Client may be terminated with immediate effect and without the intervention of a court or the need for notice of default if:
  - a. the Client is insolvent or an application is filed for its bankruptcy or a mandatory liquidation order;
  - b. the Client is granted or an application is filed for a (provisional) moratorium on payments;
  - c. the Client loses the power to dispose of its assets or part of these through the seizure of its property, placement in receivership or by other means;
  - d. the Client (or his business) is dissolved or liquidated;
  - e. in Yacht's view, collection of existing or future receivables from the Client cannot be made satisfactorily certain;
  - f. the Client has become involved in a merger, split or acquisition;

The foregoing is without prejudice to Yacht's right to claim full compensation for damage from the Client.

## Article 7 Fees

1. For each Assignment, the Client owes Yacht a Fee. The Fee is based on a percentage of the gross annual salary plus emoluments agreed between the Candidate and the Client, converted into a working week of 40 hours, and converted into a full year (12 months) if the employment relationship is entered into for less than one year. In this context, emoluments are understood to mean the following: holiday allowance, 13th and 14th month, 50% guaranteed or reasonably expected bonus/profit-related bonus/profit sharing, year-end bonus, benefit budget, lease budget and employer pension contribution. The Fee is at least € 10,000 exclusive of VAT.
2. The agreed Fee percentage is stated in the Assignment Confirmation and presented to the Client for signature. The signing of this Assignment Confirmation is also the start of the Assignment.
3. The Client also owes the fee referred to in the preceding paragraph if the Client within eighteen months after the end of the Assignment (without Placement), or within eighteen months after a Candidate has been proposed by Yacht to the Client, for itself or via and/or for third parties, enters into a labor relationship of any kind whatsoever with the Candidate for the same or a different position than for which the Candidate was put forward.
4. All prices are denominated in euros and are shown exclusive of VAT.
5. Yacht will charge the Client separately for the recruitment costs, which therefore do not form part of the Fee. The amount of the recruitment costs will be shown in the Order confirmation. Other costs incurred in connection with the selection procedure, such as travel and/or accommodation costs for the Candidate, will be applied by agreement with the Client and will be charged separately.
6. The Client does not owe the Fee if Yacht does not succeed in selecting a suitable Candidate. The recruitment costs and the additional costs referred to in paragraph 5 are payable at all times.
7. Without prejudice to the provisions of Article 13, if the Candidate resigns from the labor relationship within the trial period or if the Candidate demonstrably proves to be unsuitable for the envisaged job during the trial period, Yacht will make efforts to recruit and select a replacement Candidate, without the Client owing a Fee for this. The recruitment costs and the additional costs referred to in paragraph 5 will be payable. In all other cases in which the labor relationship is terminated during or after the aforementioned trial period, the Client owes the Fee referred to in paragraph 1 in full.

## Article 8 Payment

1. The Client is required to settle all invoices within 14 calendar days of the invoice date. The invoice is paid if and as soon as Yacht receives the amount due.
2. The invoice for the services provided will be sent after the Candidate and the Client have reached agreement on the employment relationship.
3. If an invoice is not paid within the terms referred to in paragraph 1, the Client is legally in default from the first day following the expiry of the payment term and owes interest on the outstanding amount at a rate of 1% per calendar month, with part of a month being treated as a full month. The copy of the invoice sent by Yacht to the Client in Yacht's possession serves as full proof that the interest is due and of the date on which the calculation of the interest begins.
4. The Client is not authorized to settle the invoice amount with any counter-claim, warranted or otherwise, and/or to suspend payment of the invoice, regardless of whether it contests this.

5. All legal costs and out-of-court (collection) costs that Yacht incurs as a result of the Client's non-compliance with its obligations pursuant to this Article shall be borne by the Client in full. The charge for out-of-court costs is fixed at 15% of the principal due, inclusive of VAT and interest (with a minimum of €250 per receivable), unless Yacht has demonstrably incurred higher costs. The fixed charge shall always become payable by the Client as soon as the Client is in default and will be charged without further evidence.

## **Article 9 Prevention of discrimination**

1. When entering into and implementing the Assignment or other agreement, the Client and Yacht will only impose and take account of requirements relevant to the job. The Client and Yacht will also make no prohibited distinction on the grounds of religion, faith, political views, gender, race, nationality, sexual orientation, civil status, handicaps, chronic illness, age or on any other grounds whatsoever.

## **Article 10 Confidentiality**

1. The parties must treat the information which they know or can be expected to understand is of a confidential nature in confidence, unless and in as far as they are required to disclose it pursuant to any statutory provision or court ruling. 'Confidential information' is deemed to as least refer to information that is and/or will be provided in relation to the contract, including but not limited to charges and (personal) details of Candidates.
2. The parties will also impose the confidentiality obligation on employees involved in the execution of the agreement and on third parties deployed by the parties.

## **Article 11 Privacy**

1. In relation to the order, personal data concerning Candidates are exchanged on a regular basis. The Client and Yacht are required to protect the confidentiality of these data in compliance with the 'Algemene Verordening Gegevensbescherming' (AVG) and related laws and regulations. The Client shall not require any data from Yacht that Yacht is not permitted to provide pursuant to the applicable laws and regulations. The Client is responsible for the further processing of the data provided to it by Yacht.
2. Without the prior written consent of the Candidates and of Yacht, the Client is not permitted to use (assessment) reports on Candidates or to provide them to third parties in other ways.
3. The Client indemnifies Yacht against all claims against Yacht by Candidates or other third parties in connection with a violation of the provisions of this Article by the Client and will reimburse the related costs incurred by Yacht.

## **Article 12 Intellectual property**

1. The proposals, plans, databases, working methods, assessments and other tests used by Yacht in relation to the agreement remain the property of Yacht or its licensors.
2. Without the prior written consent of Yacht, the Client is not permitted to publish, reproduce or otherwise use the items referred to in the preceding paragraph, nor to use such items for a purpose other than what is necessary in relation to the execution of the agreement.

3. Yacht declares that to the best of its knowledge, the items and their use by the Client in relation to the Order do not infringe any third party intellectual property rights that are valid in the Netherlands.

## **Article 13 Liability**

1. The Client is responsible for its final choice of a Candidate.
2. Yacht is not liable if a Candidate proves not to meet the Client's requirements or expectations or for damage caused by the Candidate unless this is demonstrably the consequence of attributable shortcomings of Yacht in their recruitment and selection.
3. Likewise, Yacht is not liable for damage(s) suffered by the Client, in the broadest sense, if a Candidate offered by Yacht in relation to an Order or introduction decides not to contract a labor relationship with the Client or decided to cancel a labor relationship contracted with the Client (before the expiration date).
4. All liability of Yacht is limited to the amount payable or that would be payable for the order. Liability for indirect damage, such as damage due to delays or an operational standstill, damage to image, loss of earnings, missed savings or losses suffered by the Client or third parties is ruled out in all cases.

## **Article 14 Final provisions**

1. These terms and conditions and all offers and orders to which they relate are governed by Dutch law.
2. All disputes arising from or relating to the Order may be subjected solely to the adjudication of the competent court in Amsterdam.

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[www.yacht.nl](http://www.yacht.nl)