hellopeople

Conditions of Recruitment

hellopeople Ltd, hereinafter called hellopeople Based at Schiphol-Oost Chamber of Commerce number: 50481738

Article 1 Applicability

These terms apply to all orders, offers and agreements on recruitment by hellopeople of staff required by the client. Different conditions are only part of an agreement between a client and hellopeople, if those conditions are accepted expressly in writing by hellopeople.

Article 2 Assignment

1. Recruitment is the command where hellopeople has been asked by a client to introduce (oral or written) one or more applicants. The successful completion of the recruitment assignment occurs when a by hellopeople introduced applicant accepts a contract (or work) proposed by the client.

2. Recruitment mission ends when the customer accepts the introduced applicant or by the expiration of the agreed maximum duration between both parties of the assignment.

3. The way the recruitment is performed by hellopeople, the function in which the contract relates to, the applicability of these General Terms and Conditions and any other obligation will be documented in an order confirmation to the client.

Article 3 Necessary data

1. The client will provide all the information which is necessary for the recruitment and selection.

2. A recruitment assignment is formed when it is confirmed by hellopeople. Other terms or conditions as stated by the potential client is not binding unless accepted in writing by hellopeople.

Article 4 Secrecy and confidentiality

1. Hellopeople will treat confidential information confidentially.

2. Information of the applicants should be treated confidentially by the client and should not be passed to third parties.

Article 5 Non - Discrimination

Each applicant has equal opportunities in recruitment, regardless of age, sex, marital status, sexual orientation, life or beliefs, political choice, race, ethnicity or nationality when the applicant meets up to the assignment.

Article 6 Choice labor

1. The client is responsible for the final choice of a worker.

2. Hellopeople is not liable if the worker does not comply with the requirements or expectations of the client, unless it is in the probationary period.

3. Hellopeople can never be held liable for damages and / or losses - with consequential damages - caused by acts and / or omissions by the by hellopeople introduced applicant with whom the client directly engaged an employment relationship of any kind.

Article 7 Compensation

1. The client owes hellopeople, for recruitment, a brokerage fee equal to the amount stated in the order confirmation. The brokerage fee is due at the time when the client and applicant agree on an employment contract or when the client engages any kind of employment relationship.

2. The mentioned prices are exclusive VAT

Article 8 Payment

1. Unless otherwise agreed, the client is obliged to pay the invoice within 14 days after the invoice date.

2. After the expiry of the period mentioned in paragraph 1, the client is in default without notice of default. The client owes from that moment on an interest of 1.5% per month on the unpaid amount. A portion of a month will be seen as a full month.

3. Both judicial and extrajudicial costs related to the collection and recovery of payments not paid on time are charged to the client.

Article 9 Competition and compensation

1. The client is without permission from hellopeople not allowed either directly or indirectly to engage an employment indirectly with the by hellopeople introduced rejected applicant for 24 months after the recruitment assignment.

2. If the client violates paragraph 1 he/she shall immediately provide compensation to hellopeople at a rate mentioned in Article 7 paragraph 1.

Article 10 Foreclosure

1. Hellopeople accepts no liability for damages of any nature or extent that the Client suffers because of absence, illness or accident of the applicant.

Article 11 Applicable law, competent court

1. The recruitment services to which these Terms and Conditions apply, subject to Dutch law.

2. Disputes arising out of or relating to the recruitment services to which these Terms and Conditions apply to recruitment and disputes regarding these Terms and Conditions for recruitment, shall exclusively be brought before the competent court in Haarlem.