

General Terms and Conditions, Placement and Payroll services, Holland Employment Experts/Holland Payroll B.V.

Version 2019.1

Whereas:

The General Terms and Conditions of Holland Employment Experts apply to the placement of workers (and related services) by Holland Employment Experts. These Terms and Conditions are based in part on the General Terms and Conditions for the placement of temporary workers of the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (NBBU). Holland Employment Experts is affiliated with the NBBU. The purpose of these General Terms and Conditions is to exhaustively regulate any disputes that arise in the relationship between Holland Employment Experts and its Clients concerning the placement of temporary workers (Employees) with third parties, recruitment and selection, and the performance of payroll services and other services by Holland Employment Experts for the Client. These General Terms and Conditions form an inextricable part of all agreements concluded by or on behalf of Holland Employment Experts.

General provisions

Article 1 Definitions

For the purposes of these General Terms and Conditions of HEE, the terms listed below have the following meanings:

1. *HEE*: a trade name of Pay for People B.V., (Chamber of Commerce number 24329691), with offices, among others, in Heerenveen, Koornbeursweg 67, hereinafter referred to as 'HEE'.
2. *HP*: a trade name of Pay for People B.V., (Chamber of Commerce number 24329691), with offices, among others, in Heerenveen, Koornbeursweg 67, hereinafter referred to as 'HP'.
3. *Employment agency*: any natural person or legal entity which places temporary workers with Clients on the basis of contracts, hereinafter also referred to as 'Holland Employment Experts'. References to 'Holland Employment Experts' in these General Terms and Conditions can also relate to Holland Payroll B.V.
4. *Employee*: every temporary worker who enters into a contract of assignment as referred to in Book 7, Article 690 of the Dutch Civil Code with HEE, in order to perform work for a third party under the management and supervision of that third party.
5. *Client (third party)*: every natural or legal person who has an Employee carry out work under the person's supervision and management in the context of a contract as referred to in paragraph 7 of this Article.
6. *Contract of assignment*: the employment contract concluded between HEE and the Employee as referred to in Book 7, Article 690 of the Dutch Civil Code, whereby HEE as the Employer places the Employee as a temporary worker, in the context of exercising the profession or business of HEE, with the Client (the third party) in accordance with an assignment given to HEE, for the performance of work under the supervision and direction of the Client (the third party).
7. *Contract for services*: the agreement between the Client and HEE on the basis of which HEE places a single Employee as referred to in paragraph 4 of this Article with the Client for the performance of work under the supervision and direction of the Client in return for payment of the Temporary Employer's rate.
8. *Temporary employment agreement*: the agreement between the Client and HEE on the basis of which HEE provides its services to the Client.
9. *Matching platform*: the platform developed in-house by HEE on which Clients can post vacancies and on which jobseekers can respond to these vacancies.
10. *Time records*: digital registration (via HEE's internet portal) of the number of hours worked per remuneration period based on HEE's remuneration policy.

Article 2 Applicable General Terms and Conditions

1. These General Terms and Conditions are applicable to all HEE's offers, quotations, confirmations of assignments, contracts for services and other contracts and agreements for and with the Client.

2. The General Terms and Conditions of the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (NBBU) and the prevailing Collective Labour Agreement of the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (NBBU) at the time of the conclusion of the respective agreements and contracts of assignment are also applicable to legal relationships between HEE and the Client. Amendments to the Collective Labour Agreement of the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (NBBU) during the term of the agreement are applicable to the agreement when this follows from the amended Collective Labour Agreement of the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (NBBU). In the event of any conflict between the General Terms and Conditions referred to in Article 2, paragraph 1, and the General Terms and Conditions of the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (NBBU), the General Terms and Conditions referred to in Article 2, paragraph 1 will prevail.
3. These General Terms and Conditions are also applicable to every quotation/subsequent quotation, agreement/subsequent agreement, assignment/subsequent assignment and/or confirmation of assignment that follows on and/or arises from a previously concluded agreement for which these General Terms and Conditions have been declared applicable.
4. Variances from these General Terms and Conditions are valid only when expressly approved by HEE and confirmed by HEE in writing.
5. Should one or more provisions of these General Terms and Conditions be null and void or be voided then the other provisions of these General Terms and Conditions will remain fully in effect. HEE and the Client will consult with each other to agree new provisions to replace the void or voided provisions that take maximum possible account of the purpose and meaning of the void or voided provisions.

Article 3: Quotations/acceptance/suspension/implementation

1. All HEE quotations serve solely as an invitation to enter into negotiations unless expressly stated otherwise in the quotation. Wage calculations presented by HEE in quotations are not binding and are only indicative: HEE may depart from these within the margin of the analogously applied provisions of Book 7, Article 752, paragraph 2 of the Dutch Civil Code.
2. HEE is entitled to impose on Client an advance payment to HEE, specified by HEE, as a condition for its acceptance of the assignment and the performance of its work. HEE will in these cases also depart from the standard rate as referred to in Article 13, paragraph 1, of these General Terms and Conditions and may calculate a higher percentage at HEE's discretion.
3. HEE is entitled to specify a receivables limit for its placement of Employees or, in other words, to accept and process assignments exceeding the receivables limit once and to the extent that the outstanding amount of the remuneration has been settled. The standard receivables limit is €5,000, unless otherwise agreed.
4. In the event that HEE refuses a placement and the Client nevertheless has the work carried out or has already had the work carried out then a contract arises directly between the Client and the Employee that can constitute an employment contract within the meaning of Book 7, Article 610 of the Dutch Civil Code.
5. The employment of the temporary worker abroad by a Client established in the Netherlands is at the Client's full expense and risk. Should the Client fail completely to notify HEE then no remuneration whatsoever will be processed.

Article 4: Payment

1. Only payment to HEE or to a natural or legal person expressly authorized for collection by HEE in writing constitutes discharge of amounts due.
2. Payments to the Employee or third parties, payment of advances to the Employee or third parties, and/or any payments whatsoever are not permitted and do not in any case have any effect on HEE. Departures from the above can be made only when and to the extent that HEE has received advance written notification and HEE has given its express approval.
3. Discharge, set-off, settlement, or suspension of any payment obligation on the part of the Client is not permitted.

4. Payments made to HEE are first deducted from the collection costs due and then the interest due. The amount remaining after the deduction of this interest and these costs is then allocated to the principal sum due. Should more than one invoice remain outstanding then the payment after the deduction of interest and costs will be allocated to the principal sum specified in the latest received/most recently dated invoice.
5. A copy of an invoice submitted by HEE constitutes conclusive proof.
6. The Client is responsible for ensuring that the agreed remuneration complies with any applicable collective labour agreement for the profession or sector and is in line with the remuneration level of the Client's regular/permanent employees, in accordance with the pay ratio provision of Article 8 of the Dutch Placement of Personnel by Intermediaries Act (hereinafter referred to as the 'WAADI'). The Client is obliged to always fully inform the Employee about the terms of employment that apply within its organization and is obliged to immediately and spontaneously notify the Employee and HEE of interim changes to those terms. Any omission or inaccuracy in the information provided by the Client to the Employee as referred to in this paragraph is deemed to be a non-performance/attribution failure on the part of the Client towards HEE.
7. Complaints regarding an invoice and/or complaints as referred to in Book 6, Article 89 of the Dutch Civil Code regarding the performance to be delivered or delivered by HEE arising from the remuneration arrangements referred to in Article 4, paragraph 7 of these General Terms and Conditions must be submitted to HEE, in writing, within seven calendar days of the invoice date. After this expiry of this term the Client is deemed to have approved the details of the relevant invoice and/or the performance delivered by HEE, inclusive of the payment of the wages to the Employee. Complaints regarding the performance delivered by HEE and objections against invoice amounts or disputes about the accuracy thereof and/or wage payments do not suspend the Client's payment obligation or obligations.
8. Should the Client be in default of the payment of any amount and/or fail to furnish adequate security then HEE is entitled to suspend the delivery of its performance and/or the performance to be delivered by the Employee, without prejudice to the provisions of Article 3, paragraph 4 of these General Terms and Conditions. This suspension has no effect on the Client's other obligations, even when the Employee does not perform.

Article 5 Credit surcharge/contractual interest/collection charges/collection measures

1. The amount of an HEE invoice that is not paid within the agreed payment term is, due to the mere expiry of the term, increased with a credit surcharge of 2% of the principal sum with retroactive effect. The Client is at all times obliged to pay the outstanding invoice amount, where relevant increased with the credit surcharge, within thirty days of the invoice date.
2. Should the Client fail to make the payment within the deadline of thirty days then the Client is in default by operation of law. The Client is required to pay HEE 2% interest on the outstanding principal sum (the invoice amount as referred to in Article 5, paragraph 1 of these General Terms and Conditions) per month or part of a month from thirty days after the invoice date.
3. The Client is required to pay HEE the costs incurred to obtain an out-of-court settlement or the collection charges. The collection charges due from a Client acting in the pursuit of a profession or business are, in derogation of the provisions of Book 6, Article 96 of the Dutch Civil Code, specified as follows:

The collection charges for a receivable (principal sum and interest) of up to €25,000 are as follows:

Principal sum and interest up to and including: Rate exclusive of VAT:

- €250 €37
- € 500 €75
- €1,250 €150
- €2,500 €300
- €3,750 €450
- €5,000 €600
- €10,000 €700
- €20,000 €800
- €25,000 €1,000

The collection charges for a receivable (principal sum and interest) of more than €25,000 are equal to an amount of two points of the applicable court-approved scale of costs (www.rechtspraak.nl/liquidatarief) in the first instance to a maximum of 15% of the receivable (principal sum and interest).

4. The Client is obliged to pay HEE the collection charges as referred to in Article 5, paragraph 3 of these General Terms and Conditions following the performance of internal and/or external actions to obtain an out-of-court settlement by and/or on the instructions of HEE. Internal actions include the work performed by HEE's accounts receivable department, including the creation of a collection file, gathering information and requesting trade and other information, sending one or more payment reminders/demands, and conducting other correspondence relating to the receivable. External actions include third-party actions such as creating a collection file, gathering information and requesting trade and other information, sending one or more payment reminders/demand letters, and conducting other correspondence relating to the receivable.

Article 6 Contract partner's delivery terms and conditions

1. As the services provided by HEE are of a specific nature, any General Terms and Conditions used by the Client are expressly not applicable to agreements entered into with HEE unless otherwise agreed in writing. In the event of any uncertainty and/or conflict between the General Terms and Conditions adopted by the respective parties, the General Terms and Conditions adopted by HEE will prevail.

Article 7: Interim changes in rates

1. Any changes in rates as a consequence of collective labour agreements or of amendments to legislation and regulations, such as tax and social security legislation, are passed on to the Client from the time of the changes and, consequently, without prejudice to the provisions of Article 12, paragraphs 2 and 4 of these General Terms and Conditions, are owed by the Client to HEE, including any changes that occur during the term of the contract of assignment/temporary employment agreement.
2. The parties will consult on any changes that need to be made during the term of agreements governed by these General Terms and Conditions in the event of changes of a general, social and/or economic nature in the Netherlands such that it must be deemed to be reasonably unacceptable that the parties should continue to be bound by the provisions concerning the remuneration.

Article 8: Explanation of the conditions and choice of law

1. The competent court in Amsterdam has jurisdiction over all disputes that may arise between the parties arising from agreements governed by these General Terms and Conditions unless otherwise determined by mandatory rules of jurisdiction. If there are any differences in interpretation of HEE's General Terms and Conditions then one of the parties can request the court in Amsterdam to give a decisive answer.
2. All agreements concluded by the Client and HEE, and the Employee and HEE, are governed by Dutch law.

Article 9: Recruitment and selection; role of Employer

1. The services provided by HEE include, in particular, bringing together supply and demand on the labour market and the placement of Employees with Clients. HEE gives candidates seeking vacancies access to its platform. Once the Client comes into contact with a candidate the Client will ask the candidate to register on the platform, whereafter the candidate can view all vacancies on the HEE platform.
2. Both the Employee and Client are deemed to be familiar with the content of the assignment or the work and with the quality of the performance to be delivered by the Employee and by performing the assignment or work agree thereto, whereby HEE cannot be held liable for the quality of the performance delivered by the Employee. HEE is also not liable for any loss incurred by the Client in the event that it transpires that the quality of the performance is unsatisfactory for whatever reason and in whatever respect. Objections and/or complaints relating to the performance of the assignment and/or the services/work or the quality of the performance delivered by the Employee do not suspend the Client's payment obligation or obligations.
3. HEE acts as the Employee's Employer in remuneration situations. The work of the Employee is performed under the supervision and direction of the Client, although HEE is considered to be the Employer in all situations. Direct commitments between the Employee and Client are never permitted and do not bind HEE in any manner whatsoever.

4. The Client is not permitted to act as the Employer with respect to the Employee or third parties or to present or designate him/herself as such. The Client must refer the Employee and/or third parties to HEE as the Employer should the occasion arise. Should the Client's acts or omissions in whatsoever form result in the Client fulfilling the legal role of Employer such that the Client can be deemed to be the Employer of the Employee/temporary worker within the meaning of Book 7, Article 610 or Book 7, Article 690 of the Dutch Civil Code, then the Client is fully accountable and liable for the situation that arises (including, but expressly not restricted, towards the Employee) and the Client cannot hold HEE to account for the consequences. In the above case the Client must compensate and indemnify HEE against all claims from the Employer and/or third parties (such as, but expressly not restricted to, the Dutch Tax and Customs Administration, pension fund and similar).

Article 10: Safety and indemnification

1. The Client is obliged to HEE and the relevant Employee to implement measures and provide instructions such that the Employee is instructed, protected, and insured against hazards to safety, decency and property to the extent that this is reasonably practicable given the nature of the work, and as though the Employee were an Employee of the Client. The Client shall in any case comply (by analogy) with the provisions of Book 7, Article 658 of the Dutch Civil Code whereby the Client assumes HEE's obligations as the notional Employer and indemnifies HEE against any claims on the basis of Book 7, Article 658 of the Dutch Civil Code. Should the Client fail to meet these obligations then the Client is obliged to compensate HEE for the resultant loss, in the broadest sense of the word, incurred or to be incurred by HEE and/or the Employee.
2. Should the Employee suffer an industrial accident or occupational disease then the Client shall ensure that the relevant authorities, expressly including the Labour Inspectorate, are notified without delay by drawing up a report that establishes the facts of the accident in a manner such that it is possible to deduce with a reasonable degree of certainty whether and to what extent the accident resulted from the fact that inadequate measures were taken to prevent industrial accidents of this nature.
3. The Client shall immediately notify HEE of the occurrence of any industrial accident.
4. The Client at all times indemnifies HEE against all claims as referred to in this Article.

Article 11: Liability for damage and loss

1. HEE, notwithstanding the provisions of Article 9 and Article 10 of these General Terms and Conditions, bears no responsibility whatsoever and is not liable for damage and loss incurred by the Client or third parties caused by the Employee during the provision of services and/or performance of work in or outside the scope of the Employee's specified position and/or in or outside the scope of the contractually agreed work, unless otherwise expressly prescribed by law. The aforementioned liability is limited to a maximum of €1,000,000 per claim. Consequential loss is excluded. This is also limited to a maximum of €2.5 million per calendar year.
2. HEE, notwithstanding the provisions of Article 9, paragraph 5 of these General Terms and Conditions, is not liable for obligations that the Employee and/or Client have entered into or established in some other manner with each other or with third parties other than with explicit written permission to that end from HEE.

Article 12: Invoicing principles

1. HEE's invoices are drawn up on the basis of the completed time records signed by both the Client and the Employee.
2. The agreements made between the Client and Employee must, notwithstanding the provisions of Article 4, paragraph 7 and Article 18 of these General Terms and Conditions, be in accordance with the prevailing legislation and regulations, the existing and/or minimum terms of employment applied for/in the Client's company, and the provisions of the Minimum Wage and Minimum Holiday Allowance Act. The Client grants HEE irrevocable authorization, should the situation arise, to amend agreements between the Employee and Client that are not in accordance with the above to bring them into line. Should HEE proceed to make these amendments then the agreements amended by HEE are considered to be time records approved by both the Employee and Client and will serve as the basis for the invoice issued to the Client. The Client's obligation to pay the invoice issued by HEE then remains in full force.

3. HEE uses the time records to calculate the wage bill. The wage bill includes a risk percentage that HEE estimates on the basis of its experience, knowledge and practice in the sector. The fixed nature of this estimate prevents HEE from being held liable in individual cases to implement a setoff, in the broadest sense of the term, on the basis that in practice or individual cases these risks do not materialize, or that HEE can be held accountable.
4. The Client, notwithstanding the provisions of Article 4, paragraph 7 and Article 7, paragraph 1 of these General Terms and Conditions, is responsible for fulfilling all statutory or contractual payment obligations and/or obligations under an applicable collective labour agreement or under the usual terms of employment of the Client's company as referred to in Article 8 of the *WAADI* towards the Employee, directly or indirectly ensuing from the agreement, even when these are not contractually stipulated or laid down in the employment contract or time records. HEE will charge the Client amounts due pursuant to the relevant obligations, notwithstanding the provisions of Article 7, paragraph 1 of these General Terms and Conditions, plus VAT due and an amount to cover its fee as set out in Article 13, paragraph 1 of these General Terms and Conditions.
5. The Client ensures that the contract for services or separately specified agreement is completed accurately and in full with respect to the agreed fee, expenses allowance, and time accounting, that columns or details of no relevance are struck through, and that the contract or agreement is submitted to HEE on time or as soon as possible. Should an Employee with a contract for an indefinite period of time work in excess of 30% more than the agreed hours of work and, consequently, an increased unemployment insurance contribution is due from HEE, then HEE will charge the Client the difference.
6. The Client bears the primary responsibility for the correction of an inaccurate or incomplete agreement. When HEE has already performed the agreement then it is not obliged to refund, reverse the payment, or similar, unless it should have immediately been clear to HEE that the agreement could not be correct. When HEE has received an incomplete or inaccurate agreement that has resulted in HEE paying insufficient amounts to the Employee then the Client, with due regard for the provisions of Article 4, paragraph 7 of these General Terms and Conditions, must consult with the Employee to determine whether a correction is required and, if so, what correction will need to be made.
7. In the event of any differences between the document submitted to HEE relating to the contents referred to in Article 12, paragraphs 1 to 5 of these General Terms and Conditions and the copy retained by the Client, then the document submitted to HEE, notwithstanding the provisions of Article 4, paragraph 7, constitutes conclusive proof for the amount due and the preparation of the invoice unless the Client can prove that the difference referred to above cannot be attributed to the Client.
8. Should the Client fail to fulfil its obligation as referred to in Article 12, paragraph 5 of these General Terms and Conditions and, consequently, fail to cooperate in binding proof for the three parties, HEE, the Employee, and the Client, then an HEE member of staff can, on the basis of the information collected by him/her, reach a decision on the fee, expenses, and hours worked that is binding on all parties. The Client and Employee can petition the court in Amsterdam for annulment when HEE could not reasonably have arrived at the relevant conclusion, whereby the Client must in any case involve the Employee in the petition and vice versa.
9. The Client is obliged to give the requisite notification to HEE within ten days after it has become reasonably apparent to the Client that the Employee can claim further wage and other entitlements other than those already specified to HEE. HEE will then, with due regard for the provisions of Article 12, paragraph 8 of these General Terms and Conditions, endeavour to arrive at a solution. Should the Client fail to notify HEE, or fail to notify HEE in time, then HEE is entitled to unilaterally charge the Client for all wage costs and costs of the payment or continued payment of the wage, as well as the assistance costs, delay costs, interest costs, and similar during the period in which a solution is sought together with the Employee.
10. Should the temporary employment contract be terminated by the Client, or the temporary employment contract be terminated at the Client's request, then the Client continues to be bound to the fulfilment of its current payment and other obligations towards HEE relating to the work performed for the Client, as well as those relating to the costs and future costs incurred in the termination of the contract of assignment or other contract with the Employee, when a continued payment of wages obligation is vested in HEE with respect to the current contract of assignment or other contract with the Employee. The Client indemnifies HEE against all costs and future costs of the termination of the contract of assignment or other contract with the Employee, including the legal costs together with the actual judicial and extrajudicial cost of legal assistance.

Article 13: HEE's commission rate and adjustments to the rate following changes in agreements

1. HEE is at all times entitled to adjust its commission rate as agreed in the cooperation agreement. HEE will notify the Client in writing of its intention to adjust the commission rate payable by the Client and will specify the new commission rate and the date on which the adjustment will enter into effect. Should the Client not accept the adjustment in the commission rate announced by HEE then the Client is entitled to give written notification of the termination of the agreement within seven working days after the notification referred to above, or to cancel the assignment from the date specified by HEE on which the adjustment enters into effect.

Article 14: Prohibition on transfer of rights and obligations

1. The Client is not authorized to transfer rights and obligations arising from agreements with HEE without written permission from HEE.
2. Claims from the Client arising from agreements with HEE are non-transferable as referred to in Book 3, Article 83, paragraph 2 of the Dutch Civil Code.

Article 15: Duration and termination of the assignment

1. The duration of the assignment on the basis of which the Employee is placed with the Client is determined in mutual consultation. The duration is laid down in a separately specified agreement.
2. The assignment/agreement with HEE commences, unless otherwise agreed in writing, on the first working day or, if earlier, the effective date of the contract of assignment, without prejudice to the provisions of Article 3, paragraph 2 of these General Terms and Conditions. The assignment/agreement with HEE ends only once the contract of assignment has been legally terminated, unless otherwise agreed in writing. HEE will settle the remuneration for the time records in accordance with the situation on the termination of the assignment/agreement with HEE, inclusive of the settlement of the holiday allowance and holiday entitlements, unless otherwise agreed in writing.
3. The last of a series of consecutive agreements with HEE as referred to in the previous paragraph of this Article without interruptions of at least six months will in any case end after a total of 78 weeks has been worked, unless expressly agreed otherwise with HEE in writing. Should the work nevertheless be tacitly continued at for Client then this will be pursuant to an employment contract tacitly concluded with the Client at that time.
4. Should the Client depart from the agreed duration of the assignment without timely notification to HEE then the Client will always be fully liable for the loss incurred by the Employee and/or HEE and the Client will indemnify HEE against payment obligations incurred by HEE. HEE cannot be held liable for loss incurred by the Client or the Employee.
5. HEE indemnifies the Client against claims against/from the tax authorities and the Employee Insurance Agency (UWV) under the Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act and against all payment obligations to the tax authorities, or the UWV, arising from payments made by HEE to the Employee, but limited to the extent that the Client has actually paid HEE the relevant amounts invoiced by HEE to the Client.
6. The Client can never claim compensation from HEE for tangible and intangible loss incurred in the event of a dispute between the Employee and Client about the duration and/or termination of the assignment.

Article 16: Increases due to amendments to legislation and regulations, and collective labour agreement amendments

1. Any increases in the Employee's remuneration during the term of the assignment or agreement resulting from any measures on the part of the government or any competent body, or any increases in the Employer's share of contributions or other social security charges in accordance with social security legislation and tax legislation arising from the amendment or implementation of any regulations of the competent authorities and/or collective labour agreements will be due from the Client from the time that they enter into effect and will be passed on by HEE to the Client.

Article 17: Holiday

1. Holiday entitlements are exercised in consultation between the Employee and HEE.

Article 18: Working hours

1. These working hours are recorded in the contract for services or in a separately specified agreement.

Article 19: Personnel administration and other administrative obligations of the Contractor and Client

1. The Client is under the obligation to ensure that the Employee provides HEE with a clearly legible copy of a valid identity document and, if applicable, their work permit.
2. The Client shall on the first entry of the time records declare that the identity of the Employee has been verified, inclusive of a check with respect to mistaken identity, together with a statement of the officer who carried out the verification
3. The Client agrees to and approves the performance of spot checks of the Client's identity verification procedure (at the Client's premises) by HEE and HEE's certification body.
4. The Employee and Client are obliged to retain all administrative documents, including documents entered or created in the online portal, relating to a remuneration paid by HEE, in particular the administrative documents referred to in this Article, as well as but not limited to invoices and time records, in digital or other form, for a period of five years after the termination of the relevant remuneration assignment.

Article 20: Redeployment effort

1. Should the Client terminate the contract of assignment or temporary employment contract on its initiative and HEE, as the Employer of the Temporary Worker, bear a redeployment effort obligation under the redundancy scheme then the termination of the temporary employment on the initiative of the Client is reason for HEE to terminate the temporary employment contract on commercial grounds unless alternative or suitable work has been found and accepted by the Employee within the redeployment period. The duration of the best-efforts obligation for redeployment in an alternative or suitable position is determined solely by the duration of the work performed in the employ of HEE.

Article 21: Transitional provision

1. These General Terms and Conditions are applicable with immediate effect on agreements concluded before the date on which these General Terms and Conditions were filed, unless the nature of the amendments to the respective articles reasonably dictate otherwise or the Client and/or Employee has/have expressly objected to their applicability.
2. HEE is entitled to amend these General Terms and Conditions at any time. The General Terms and Conditions amended by HEE are applicable to the Employee and Client from thirty days after they been informed of the amendment, in writing, unless the Employee and Client have notified HEE, in writing, of their objections to the amendments within this period. In the latter case, the unchanged General Terms and Conditions will continue to apply between the parties, although for no longer than six months from the end of the aforementioned thirty-day period. Should the agreement be continued thereafter then the amended General Terms and Conditions will enter into effect. These General Terms and Conditions have been filed with the Chamber of Commerce in Leeuwarden, date, and are valid for an indefinite period of time.

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