



## GENERAL TERMS AND CONDITIONS FOR RECRUITMENT IN THE TEMPORARY AGENCY WORK SECTOR (TWA RECRU GTC 2009)

### 1. Scope of the general terms and conditions

1.1. The general terms and conditions for recruitment in the temporary agency work sector (TWA RECRU GTC 2009) are applied to recruitment contracts between a private employment agency (hereinafter 'PrEA') and its customer company (hereinafter 'Customer').

1.2. TWA RECRU GTC 2009 may be departed from by concluding a separate written agreement.

### 2. Entry into force of contract

2.1. A contract comes into force once a PrEA has made an offer for services and the Customer has accepted this offer, or when a contract is otherwise concluded.

### 3. Definition of recruitment

3.1. Recruitment refers to a service where a PrEA seeks candidates for employment, against remuneration, for a Customer, and where the Customer recruits or concludes an employment contract with a suitable candidate that the PrEA has introduced (hereinafter 'Candidate'). An employment relationship is established between the Candidate and the Customer. Work may refer to tasks other than those the Candidate was originally sought for.

### 4. Description of recruitment services

4.1. The Customer shall, in respect of each contract, provide the PrEA with correct and sufficient information on the education and training, professional skills and experience expected of the Candidate and on any occupational safety-related special requirements such as the health or physical condition of the Candidate. Furthermore, the Customer shall provide correct and sufficient information on the essential conditions of employment, so that the PrEA can inform the Candidate of the employment relationship in question.

4.2. The PrEA shall, on the basis of the information and instructions provided by the Customer, seek candidates as it sees fit or in a way separately agreed upon with the Customer, e.g. in the PrEA's candidate register or through job advertisements or open applications.

4.3. The PrEA shall, within its capabilities, ascertain that the Candidate fulfils the requirements expressed in writing or otherwise by the Customer, or, alternatively, inform the Customer in what respects the Candidate does not fulfil them.

4.4. The PrEA interviews the Candidates and introduces selected Candidates to the Customer, as agreed.

4.5. Any additional appraisals of the Candidates shall be separately agreed upon.

4.6. The PrEA shall conduct the entire search process agreed upon, including any appraisals separately agreed upon, using appropriate methods generally accepted by

the industry and otherwise acting in accordance with good professional ethics.

4.7. The Customer shall notify the PrEA when it wishes to recruit, during the contractual period or after its expiry, as referred to in the first subparagraph of paragraph 5.2, a Candidate introduced by the PrEA.

4.8. The final recruitment decision is made by the Customer. The PrEA notifies the Candidate of the Customer's decision.

4.9. In determining and handling a Candidate's personal information, the contractual parties shall comply with the Personal Data Act and the Act on the Protection of Privacy in Working Life.

### 5. Grounds for fees

5.1. The Customer and the PrEA shall separately agree upon the amounts of the fees and the debiting schedule.

The contractual parties may agree that the PrEA is entitled to charge for the various phases of the recruitment service either separately (e.g. the handling of the applications of the Candidates, their interviews, checking their references and introducing them to the Customer and recruitment), or, alternatively, for the entire recruitment service at the end of it, only if the service leads to recruitment.

The service is considered to have led to recruitment when an employment contract is concluded between the Candidate and the Customer. The PrEA's right to charge for recruitment does not depend on the Candidate starting working in accordance with the employment contract or the Candidate fulfilling the Customer's expectations.

5.2. The PrEA and the Customer may agree that the PrEA is also entitled to charge for recruitment in the event that the Customer has recruited a Candidate after the expiry of the contract between the contractual parties. In such a case, the contractual parties agree on a period during which the PrEA has the said right.

In this context, in addition to the PrEA's contractual party 'Customer' refers to any other company belonging to the same corporate group as the Customer, or closely connected with it, that might reasonably have been aware of the recruitment contract between the PrEA and the Customer and of the Candidates introduced by the PrEA.

5.3. The PrEA and the Customer may agree that the Customer shall be invoiced separately for expenses incurred by any separate appraisals referred to in paragraph 4.5 or, for instance, by advertising or travel. Unless otherwise agreed, the PrEA has the right to invoice the Customer separately for these.

The Customer shall pay the fees referred to above, on the due date, on the basis of an invoice presented by the PrEA.

If no due date has been fixed, the term of payment is 14 days. For any period of delay, the Customer shall pay penalty interest in accordance with the Interest Act.

5.4. All statutory indirect taxes such as VAT will be added to the invoiced fees in accordance with the regulations in force from time to time.

5.5. Any objections to the invoices must be made in writing without delay, before the due date.

#### **6. Non-disclosure of confidential information**

6.1. The contractual parties undertake not to disclose the contents of the contract and any confidential information revealed to them within the contractual period and to refrain from using such information for any purpose other than fulfilling the obligations of the contract. Obligations under this paragraph continue to run even after the expiry of the contract.

#### **7. Responsibilities of the contractual parties**

7.1. The PrEA is responsible for endeavouring, within its capabilities, to ascertain that the Candidate fulfils the requirements the Customer has expressed in writing or otherwise. The PrEA is also responsible for informing the Customer in what respects the Candidate does not fulfil the requirements expressed by the Customer.

7.2. The PrEA is liable for any damage caused by the PrEA not having carried out the search process as agreed.

7.3. In the event that an employment relationship is concluded between a Candidate and the Customer, the PrEA is, however, not responsible for the professional skills and/or other characteristics of the Candidate selected and recruited by the Customer not being suitable for the position he/she has been selected for.

7.4. The Customer must invoke any negligence specified in paragraphs 7.1 and 7.2 immediately or at least within two weeks of the moment the negligence was observed or should have been observed. The Customer must, however, in all cases invoke any negligence at least within four (4) months of the beginning of the employment relationship between the Customer and the Candidate. Failing to do so, the Customer loses the right to any possible compensation.

7.5. The amount of the PrEA's liability for damage referred to in paragraph 7.4 is limited to the amount agreed upon as the total fee for the recruitment services concerning the Candidate in question.

7.6. The Customer is liable for any damage caused to the PrEA by the Customer not having provided the PrEA with correct and sufficient information in accordance with paragraph 4.1. The amount of the Customer's liability for damage is limited to the amount agreed upon as the total fee for the recruitment services concerning the Candidate in question.

7.7. The contractual parties are not responsible to each other for any indirect damage or damage caused to third parties.

#### **8. Force Majeure**

8.1. Neither contractual party is responsible for any delays or damage caused by events that fall beyond their scope of influence; events that neither contractual party could have been expected to take into account, with reasonable effort, at the time of conclusion of the contract and the implications of which neither contractual

party could have been able to avoid or overcome, with reasonable effort.

8.2. The contractual parties shall inform each other, without delay and in writing, of any force majeure observed as well as of the discontinuation of the force majeure.

#### **9. Term, termination and transfer of contract**

9.1. The contract shall enter into force in accordance with paragraph 2.1.

9.2. Unless otherwise agreed, the contract is effective for a fixed period of time. However, the contract period shall be considered terminated irrespective of the agreed contractual period at the latest when the recruitment has led to an employment contract being concluded between the Candidate and the Customer.

9.3. The period referred to in paragraph 5.2 will begin upon the expiry of the contract. If the term of the contract is extended, the six-month period starts to run upon expiry of the extended term.

9.4. Any changes to the terms of the contract during the contractual period shall be agreed upon in writing.

9.5. In the event that the Customer defaults on its payment obligations or either contractual party materially violates the terms of the contract, the other contractual party has the right to terminate the contract with immediate effect. The other contractual party must be notified of the breach of contract in writing prior to the immediate termination.

9.6. In the event that bankruptcy proceedings or reorganisation proceedings are initiated against one contractual party or if it is placed in liquidation, the other contractual party is entitled to terminate the contract with immediate effect.

9.7. Neither contractual party has the right to transfer the contract concluded between them, even in part, without the written consent of the other contractual party.

#### **10. Place of jurisdiction**

10.1. The contractual parties will seek to solve any disagreement arising from the contract concluded between them amicably and through negotiation. In the event that the contractual parties fail to reach agreement, any dispute shall be solved at the district court of the place of registered office of the PrEA that serves as the court of first instance.

#### **11. Notifications**

11.1. Any notifications and claims in respect of the contract concluded between the contractual parties shall be submitted in writing.

*These terms and conditions have been drawn up in the Finnish language. In the event of a conflict between language versions, the Finnish text of these terms and conditions shall prevail.*