



Private Employment Agencies Association

## **GENERAL TERMS AND CONDITIONS FOR THE TEMPORARY AGENCY WORK INDUSTRY (TWA GTC 2006)**

### **1. Scope and definitions**

1.1. The general terms and conditions for the temporary agency work industry (TWA GTC 2006) are applied to contracts on temporary agency work between a private employment agency (hereinafter 'PrEA') and its Customer company (hereinafter 'Customer').

1.2. Temporary agency work refers to the hiring out of agency employees by a PrEA, against remuneration, to a Customer, with the PrEA remaining as employer and work direction and supervision rights as well as such employer obligations that regard the execution and organisation of the work transferring to the Customer. The work is executed on the premises assigned by the Customer, with the Customer's tools and equipment and in accordance with the working methods laid down by the Customer.

1.3. TWA GTC 2006 may be departed from by concluding a separate written agreement.

### **2. General obligations of the concluding parties**

2.1. The Customer shall, in respect of each contract, provide the PrEA with correct and sufficient information about the required tasks, location, duration and applicable working hours, any relevant special characteristics in respect of the assigned work, the applicable collective labour agreement and any local labour agreement and to inform, without delay, the PrEA of any changes to the above information. Furthermore, the PrEA shall be informed of the education and professional skills and experience expected of the agency employee and of any occupational safety-related special requirements such as the health or physical condition of the employee.

2.2. The PrEA shall carefully, on the basis of the Customer's requirements, select the persons to be proffered to the Customer. The PrEA shall, in consideration of the available possibilities, take reasonable action to establish that the agency employee meets the Customer's requirements regarding education, professional skills and experience or alternatively to inform the Customer to which extent the agency employee fails to meet these requirements.

2.3. In its capacity as employer, the PrEA is responsible for all personnel expenses in respect of the agency employee, such as pay, social security contributions and statutory insurances. The PrEA shall observe, in respect of the agency employee, all relevant employment laws and regulations as well as the collective labour agreement applicable from time to time as well as the operating principles of the Private Employment Agencies Association.

2.4. The Customer shall, by virtue of its work direction and supervision rights, control the agency employee's work and ensure that the necessary introductory training related to the work to be performed is provided. The Customer undertakes to observe, in respect of the agency employee, the current employment legislation and other official regulations as well as the applicable collective labour agreement. Respecting both the Act on Equality between Women and Men and the Equality Act, the Customer undertakes to treat the agency employee in a fair and equal manner relative to its own employees.

### **3. Occupational safety and health**

3.1. In its capacity as employer, the PrEA carries overall responsibility for occupational safety in respect of the agency employee. The PrEA is responsible for arranging appropriate occupational health care for the agency employee.

3.2. The Customer shall ensure that the agency employee is, prior to the commencement of the work assignment, given the relevant introductory training as well as sufficient information about the harmful elements and risk factors associated with the work as well as being informed of the regulations and necessary procedures related to occupational safety and health. The Customer shall also ensure that these regulations are observed. Furthermore, the Customer shall procure and provide the agency employee with the necessary personal protective equipment and other protection equipment and oversee that they are being used appropriately by the agency employee. The Customer is also responsible for ensuring that work on its premises with the tools and equipment provided can be carried out safely and that the necessary workplace inspections, as prescribed in the Act on Occupational Health Care, have been duly conducted. The Customer shall, upon request, submit to the PrEA a copy of the results of the workplace inspection.

3.3. The Customer may agree on overtime hours performed with the agency employee, provided that all applicable laws, collective labour agreements and guidelines issued by the PrEA are observed.

### **4. Complaints and obstacles to the performance of work**

4.1. The PrEA must be notified immediately, or at least within 7 days, if any deficiencies are found in the agency employee's professional skills or performance of work or if the agency employee does not arrive at the workplace at the agreed time, to enable the PrEA to take the necessary corrective action.

4.2. In the event that the agency employee has been unable to carry out the agreed work assignment due to illness, termination of employment contract, strike or other lawful reason, the PrEA has, if so agreed, the right to supply, as soon as possible, another employee in replacement of the employee that was prevented from performing the agreed duties. The PrEA is not responsible for any possible damage caused by such a justifiable obstacle of an employee to the Customer.

4.3. The PrEA must be informed, without delay, if the assigned work cannot be carried out owing to a reason directly or indirectly due to the Customer. In the event of an obstacle, the Customer has the right to suspend the work assignment provided that reasonable notice is given. The length of reasonable notice shall be agreed separately by taking into account the total length of the assignment. In the event of an obstacle with short-term duration, the Customer has the right to assign other work to the agency employee.

### **5. Grounds for fees**

5.1. The grounds for fees shall be agreed on separately by the Customer and the PrEA.

5.2. Unless otherwise agreed, the PrEA shall charge compensations and extra pays such as the compensations based on working time or other circumstances related to work, as based on the applicable collective labour agreement, in accordance with the procedure separately agreed by the contractual parties. Any travel expenses, daily allowances or entitlement to lunch on the Customer's

premises paid to the agency employee are separately agreed on a case-by-case basis.

5.3. Unless otherwise agreed in advance, work is always conducted as full working days as defined in the applicable collective labour agreement. If the employment contract is based on the number of working hours put in by the agency employee, the PrEA charges the Customer on the basis of the number of working hours notified by the agency employee and approved by the Customer.

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

5.5. The PrEA retains the right to revise its charges accordingly if changes are made to the amount or application principles of standard employer contributions or other similar payments, with effect from the entry into force of such changes. In the event of general pay increases in the sector during the contractual period, the PrEA has the right to raise its contractual charges by the same percentage, with effect of the entry into force of the pay increase.

#### **6. Recruitment fee**

6.1. The PrEA has the right to charge the Customer a recruitment fee if the agency employee transfers, or signs a contract of transfer, to employment with the Customer, to a company belonging to the same corporation as the Customer or to another company closely connected with the Customer, during the contractual period or in three (3) months after the expiry of the contract. The recruitment fee shall also be payable if the Customer hires the agency employee recruited and supplied by the PrEA via another company in the same period.

6.2. The amount of the recruitment fee is subject to separate agreement.

#### **7. Non-disclosure of confidential information and information security**

7.1. 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.

7.2. In the event that the performance of work by the agency employee involves fulfilment of special confidentiality requirements or adherence to specific information security regulations, the PrEA will not be party to such a contract, but this will be agreed on separately by the Customer and the agency employee.

#### **8. Liability for damage**

8.1. The PrEA's responsibility for possible damage caused by the agency employee to the Customer is determined by the effective legislation and jurisprudence. The PrEA is thus not responsible for damage sustained by the Customer as a result of the performance of work by the agency employee, unless the damage is due to such deficiencies in professional skills that fall into the responsibility of the PrEA by virtue of paragraph 2.2 of these terms and conditions.

8.2. The Customer is responsible for the damage caused by the agency employee to a third party, if the damage is sustained during the performance of work for the benefit of the Customer.

8.3. The contractual parties are not responsible for any indirect damage resulting from faultiness in their own performance, nor is the PrEA responsible for any indirect

damage caused by the agency employee.

8.4. A claim for compensation must be submitted to the PrEA within four (4) weeks from the moment the underlying event or fault was observed or should have been observed. Failing to do so, the right to any possible compensation is lost.

#### **9. Force Majeure**

9.1. Neither contractual party is responsible for any delays or damage caused by obstacles that fall beyond their scope of influence; obstacles 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.

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

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

10.1. The contract shall enter into force at the time of signing. The term of the contract and the ensuing obligations are not dependent on when the performance of work is actually begun, finished or possibly suspended, by virtue of the contract.

10.2. Unless otherwise agreed, the contract is effective for a fixed period of time. Any changes to the term of a fixed-term contract are subject to a separate written agreement between the contractual parties.

10.3. In the event that the contract is concluded until further notice, it may be terminated with a notice period of one (1) month, unless otherwise agreed by the contractual parties.

10.4. In the event that the Customer defaults its payment obligations or either contractual party essentially violates the general or specific terms of 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.

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

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

#### **11. Place of jurisdiction**

11.1. The contractual parties 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 is solved at the district court of the place of registered office of the PrEA that serves as the court of first instance.

#### **12. Notifications**

12.1. 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.*