

# **Hiring Terms and Conditions**

**Staffing MS Broker B.V.**

**regarding customer**

**Hotelschool The Hague**



**BROKER HIRING TERMS AND CONDITIONS  
STAFFING MS REGARDING CUSTOMER  
HOTELSCHOOL THE HAGUE**

The undersigned:

Staffing MS Broker B.V. (hereinafter referred to as: STAFFING MS)  
Heemraadssingel 149 A  
3022CD Rotterdam

and

The Contractor who was awarded the contract via the Hiring Desk Hotelschool The Hague

Whereas:

1. STAFFING MS performs and/or supervises specific activities for Hotelschool The Hague;
2. to this end STAFFING MS relies on, inter alia, services of third party candidates to be deployed by the Contractor who dispose of specific knowledge that is required for the performance and/or supervision of the said activities;
3. the Contractor accepts contracts for the performance of specific activities for Hotelschool The Hague up to the moment that the contract has been completed;
4. STAFFING MS acts as Broker for all Contractors as a result of which all the said Contractors receive an agreement with STAFFING MS and not with Hotelschool The Hague;
5. the Contractor and STAFFING MS intend to establish the terms and conditions on the basis of which contractors of STAFFING MS, which are accepted by the Contractor, shall be carried out in this agreement;
6. a fee is not charged to the Contractor by STAFFING MS.

The following hiring terms and conditions are applicable:

**1. Subject of the agreement**

- 1.1. If a contract of STAFFING MS is accepted by the Contractor then the Contractor commits to have the activities performed that must be performed within the framework of the relevant contract. These are described further in the hiring confirmation of the contract pertaining to this agreement. Both parties sign a hiring confirmation for each and every contract.
- 1.2. Only the following terms and conditions are applicable to this agreement and the contract(s) concluded within the framework thereof by and between STAFFING MS and the Contractor. Applicability of potential general or special terms and conditions of the Contractor is hereby expressly excluded, unless the said terms and conditions are expressly accepted in writing by STAFFING MS.

These hiring terms and conditions are not applicable to the hiring of self-employed persons.

## **2. Hiring confirmation**

- 2.1 The hiring confirmation shall in any case mention the following:
- a) the type of activities that the candidate shall perform on behalf of the Contractor;
  - b) the period during which the candidate is made available;
  - c) the location where the activities are usually performed;
  - d) the name of the candidate;
  - e) the rate at which the activities are performed;
  - f) invoicing, payment method and payment schedule;
  - g) contact person;
  - h) possibility of early termination.
- 2.2 As soon as the period as intended under article 2.1 under b has expired then the agreement between STAFFING MS and the Contractor, as agreed in the hiring confirmation, terminates by operation of law and is therefore not renewed automatically. Renewal only takes place if the parties agreed on this in writing. An email in which a new end date for an already on-going contract is stipulated between the parties qualifies as renewal stipulated in writing.
- 2.3 If a candidate has worked 1,040 hours at Hotelschool The Hague then Hotelschool The Hague can take over the candidate free of charge and offer an employment agreement in order to enter into the employer of Hotelschool The Hague.

## **3. Performance of the activities, end of hiring**

- 3.1 The content and performance of the activities is determined in consultation with Hotelschool The Hague.
- 3.2 With regard to the working hours applicable to the performance of the activities the candidates shall observe the common working hours applicable at Hotelschool The Hague. The standard working hours are from 08:00 o'clock up to 18:00 o'clock from Monday until Friday or the deviating working hours applicable to the department. Days on which the activities are not performed shall be established in consultation with STAFFING MS or with Hotelschool The Hague.
- 3.3 The Contractor guarantees that its candidate:
- a) shall perform the activities in a professional manner;
  - b) the activities and the results thereof shall comply with the stipulated qualifications as established in the hiring confirmation;
  - c) complies and shall continue complying with the stipulated qualities regarding training, expertise and experience for the duration of the contract.
- 3.4 If Hotelschool The Hague informs that the candidate does not perform the activities properly and after consultation improvement of the relationship is not expected then STAFFING MS is entitled to terminate the contract with immediate effect without being liable to pay (financial) compensation.
- 3.5 If the candidate appears, at the discretion of the Client or Hotelschool The Hague, not to be suitable within 15 days after the start of the activities then STAFFING MS is entitled to terminate the contract with immediate effect.
- 3.6 In this respect the Contractor commits the candidate to personally take measures or to recommend measures in order to guarantee undisturbed progress of the activities at Hotelschool The Hague.

- 3.7 If the candidate is impeded from performing the activities then the Contractor is held to forthwith report this to Hotelschool The Hague stating the reasons for and the expected duration of the impediment.
- 3.8 If the candidate is unable to perform the activities to be performed for a period of more than one working week, barring force majeure and holidays as intended in article 7, then STAFFING MS is entitled to terminate the contract with immediate effect without being liable to pay (financial) compensation.
- 3.9 STAFFING MS is authorised to terminate the agreement with the Contractor early for reasons of its own. Termination must take place by registered post in consideration of a notice period of one month.

#### **4. Time recording**

- 4.1 The candidate shall weekly record hours in the Hiring Desk. The recorded hours must be approved by the responsible manager of Hotelschool The Hague. The candidate is held to record the worked hours weekly. These approved hours serve as a basis for the invoicing.

#### **5. Position, deployment and obligations**

- 5.1 The candidate shall act in conformity with the guidelines applicable at Hotelschool The Hague. In addition the candidate must observe the general practice applicable at Hotelschool The Hague and comply with the relevantly given instructions.
- 5.2 A violation of article 5.1 may give STAFFING MS cause to terminate this agreement with immediate effect without being liable to pay (financial) compensation.

#### **6. Rate and payment**

- 6.1 It is specified in the contract what all-in hourly rate excluding VAT applies. Or exempted from VAT to whom this applies. The all-in hourly rate takes any and all costs into account that are related to the deployment of the temporary labour. Costs other than those that are taken into account in the all-in hourly rate are not reimbursed by Hotelschool The Hague and STAFFING MS. Taken into account in the all-in rate are wage costs, travelling time and travelling expenses (for commuting traffic), subsistence expenses, meal costs, potential additional allowances to be paid by the Contractor, taxes, national insurance contributions and office and administration costs. The stipulated price in the contract is fixed during the duration of the contract, unless the contract refers to circumstances that may result in rate adjustments, as well as the manner that adjustment takes place.
- 6.2 Only the worked hours can be invoiced and qualify for payment. During sickness and holidays hours cannot be invoiced.
- 6.3 The parties agree that STAFFING MS invoices on behalf of the Contractor. Hotelschool The Hague pays STAFFING MS, after which STAFFING MS pays the Contractor on behalf of Hotelschool The Hague through crediting via reversed billing. STAFFING MS applies a standard payment term of 30 days after despatch of the invoice.
- 6.4 STAFFING MS is only held to pay the invoices of the Contractor after the payment term as intended in article 6.3 has expired.

## **7. Force majeure**

- 7.1 As soon as it is an established fact that one of the parties cannot comply and/or fails to comply with its obligations in pursuance of this agreement for a period of more than eight working days, the other party shall be entitled to rescind the agreement out of court with immediate effect by means of a registered letter, without any right to compensation consequently being created.
- 7.2 Force majeure does in any case not include the failing or late compliance by a third party with obligations that it accepted vis-à-vis one of the parties, industrial action, unsuitability or late availability of materials or liquidity and/or solvency problems of the defaulting party.

## **8. Confidentiality**

- 8.1 The candidate commits and guarantees, both during and after the performance of the activities, to observe confidentiality with regard to any and all data about agreements, organisation, suppliers, buyers and moreover any and all other business affairs of both Hotelschool The Hague and STAFFING MS of which the candidate knew or should have known that they are of a confidential nature.
- 8.2 The confidentiality obligation does not apply in respect of information that:
- a) had already been known to the candidate, unless the said information was supplied subject to confidentiality;
  - b) was lawfully collected by the candidate independent of Hotelschool The Hague or of STAFFING MS;
  - c) was lawfully obtained by the candidate from a third party without confidentiality obligation;
  - d) has already been reproduced or disclosed by Hotelschool The Hague or by STAFFING MS;
  - e) embodies general ideas, concepts, knowledge and techniques that are related to the processing of information.
- 8.3 Acting in violation of the obligations set forth in this article is qualified as a violation as intended in article 13.

## **9. Termination**

- 9.1 This agreement is concluded for a fixed term until notice of termination is given and takes effect after signature by the parties. Notice of termination must be given by registered letter in consideration of a notice period as intended in article 3.9. In derogation from this article in the following situations it applies that each party to this agreement can terminate this agreement with immediate effect, without stating reasons, early without a prior notice of default being required:
- a) if the party is declared bankrupt;
  - b) if the other party applies for or is granted provisional suspension of payment;
  - c) if the business of the other party is liquidated;
  - d) if the other party offers a voluntary arrangement to its creditors;
  - e) if the Contractor, following a written notice of default in which a reasonable time limit is granted, still fails to submit the payment statement as intended in article 10.5 of this agreement or if the payment statement does not comply with the requirements imposed in this agreement;
  - f) if the Contractor and the candidate accept or provide any allowance, reward, gift or any other benefit, in any form whatsoever, from or to staff resorting under STAFFING MS, its customer Hotelschool The Hague or from or to its representatives as a result

of which the relationship of the said staff or the said representatives with regard to the conclusion or the implementation of a concluded or yet to be concluded agreement could be influenced;

- g) in case of death of the candidate;
- h) if the other party does not comply with its obligations set forth in this agreement or not completely, despite a relevant written demand, within a period of seven (7) working days.

9.2 Termination on the basis of this article implies that the underlying hiring confirmation comes to an end effective from the same date, unless the parties expressly stipulate otherwise. In case of express continuation the provisions of this hiring confirmation shall, in derogation from this article, remain applicable to the same.

9.3 In case of termination of this hiring confirmation the candidate shall, on a corresponding demand of STAFFING MS, forthwith make any and all documents and/or copies of handbooks, documents, information material of any nature whatsoever or goods that belong to STAFFING MS or that are in any way whatsoever related to STAFFING MS and/or its affiliated companies, its clients and other business relations to STAFFING MS. Any and all documents and/or copies of handbooks, documents, information material of any nature whatsoever or goods that belong to Hotelschool The Hague or that are in any way whatsoever related to Hotelschool The Hague and/or its affiliated companies shall forthwith be made available to Hotelschool The Hague.

#### **10. Insurances, taxes and national and employee insurance schemes, certificate of good conduct**

10.1 Upon signature of this agreement the Contractor is held to provide STAFFING MS with a copy of the following information that shall be added to this agreement as a schedule: 'Further information Contractor', i.e.:

- a) a recent and complete extract from the Trade Register of the Chamber of Commerce;
- b) copy of the income tax payment history statement (not older than three months).

10.2 Through signature of this agreement the Contractor declares vis-à-vis STAFFING MS that sufficient measures were taken in the form of insurances or otherwise to guarantee the income of the candidate during sickness or other incapacity for work, despite the fact that this does not pertain to the responsibility of STAFFING MS.

10.3 With regard to arrangements agreed on within the framework of the contract and measures taken in the administrative and corporate area within the legal form of the Contractor, to the extent that they may have legal consequences for STAFFING MS, the Contractor keeps complete documentation for the benefit of STAFFING MS.

10.4 In order to reduce the risk of undesirable conduct at the Client, STAFFING MS requests a certificate of good conduct of the candidate on the components indicated on the application form for the certificate of good conduct. Through signature of this agreement the Contractor declares to comply with this request as soon as possible. The Contractor also declares that there are no impediments that could oppose issue of the present certificate. The said certificate must be submitted to STAFFING MS within one month after receipt of this agreement.

10.5 The Contractor sees to it and guarantees that (wages and salaries) taxes and contributions (for national and employee insurance schemes) are paid in a correct and timely fashion. The Contractor shall on demand of STAFFING MS submit a payment history statement from which it becomes apparent:

- a) that the withholding and declaration of turnover tax took place correctly; and

b) that the payment of the said taxes took place in a timely fashion.

Potential costs for the application for the tax statements are at the expense of the Contractor.

10.6 If the Contractor has a G account then the Contractor is held to submit this to STAFFING MS.

10.7 The parties expressly declare that neither these terms and conditions nor the relationship that is created as a result of the performance of the activities entails an employment agreement and that there is question, both from an employment law and a national insurance law perspective, of a fully reciprocal non-commitment, the absence of authority and the absence of the obligation to have the stipulated activities performed by the candidate in person.

10.8 The parties agree that the fees that STAFFING MS pays to the Contractor are fees in respect of which wages and salaries taxes and national insurance contributions are not payable. The Contractor declares, where required, to bear and accept each and every risk with regard to national insurance and tax matters and if the Dutch Tax Authorities and/or the Employee Insurance Agency would nonetheless claim wages and salaries taxes and/or national insurance contributions from STAFFING MS or from the Contractor to then indemnify STAFFING MS.

10.9 STAFFING MS is authorised to recover potential additional assessments imposed on the same regarding wages and salaries taxes and/or contributions for national insurance schemes in respect of the Contractor from the Contractor. Recovery shall as much as possible take place in respect of yet to be paid fees. The same applies with regard to contribution invoices regarding the contributions for employee insurance schemes potentially imposed on STAFFING MS payable in respect to the year in which the contribution invoice is received.

10.10 STAFFING MS intends to dispose of up-to-date documents. At the request of STAFFING MS the Contractor shall make up-to-date documents, including the wages and salaries taxes contribution, available. If the Contractor cannot comply with this request within one calendar month then STAFFING MS reserves the right to terminate the agreement and a potential hiring confirmation. It regards the following documents: extract from the Chamber of Commerce (not older than a year) and a payment history statement, to be renewed every three months.

## **11. Industrial and intellectual property**

11.1 Everything that is or can be subject to industrial and/or intellectual property rights and that is created or developed by the candidate in conjunction with, or deriving from its relationship with Hotelschool The Hague, directly or indirectly, even if it has not been completed (yet) and remains the unconditional (industrial and/or intellectual property of Hotelschool The Hague and is entitled to freely dispose of the same.

11.2 If so requested the candidate shall make any and all statements and perform any and all formalities that are required to enable Hotelschool The Hague to apply for and acquire the rights as intended in paragraph 1 in its own name. The latter where required after an initial application in the name of the candidate through a transfer of the said rights in the name of Hotelschool The Hague.

## **12 Liability; penalty**

- 12.1 The Contractor shall be liable vis-à-vis STAFFING MS for damages or losses as a result of failing, late or improper compliance with an agreement with STAFFING MS, including destruction or disclosure of information or documents of clients of STAFFING MS or STAFFING MS itself. To the extent that the said damages are the result of intent, intentional recklessness or gross negligence of the Contractor or third parties relied on by the Contractor or to the extent that the said damages are according to generally accepted practices allocated to the Contractor.
- 12.2 STAFFING MS shall never be liable for shortcomings of the Contractor in or with the performance of the duties accepted by the same. The Contractor shall never be able to hold STAFFING MS liable for damages on account of an act or omission with regard to this contract, barring in case of gross negligence and without prejudice to the aforementioned regarding a breach of contract. The Contractor indemnifies STAFFING MS against these kinds of claims by the Client and/or third parties.
- 12.3 Any and all correspondence and documents (including potential copies) and other goods of a confidential nature that are related to STAFFING MS and the client and/or their affiliated companies that the Contractor and/or the candidate has and/or receives in its / his / her possession are and remain the property of STAFFING MS and/or the client and the companies affiliated with the same and shall on demand of STAFFING MS and/or the client or, in any case, upon termination of a contract forthwith be made available to STAFFING MS and/or the client by the Contractor and/or the candidate.
- 12.4 The liability of the Contractor on account of an imputable failure to comply with an agreement does in all instances only occur if Hotelschool The Hague or STAFFING MS forthwith gives the Contractor proper written notice of default in the course of which a reasonable period of time is provided to remedy the failure and the Contractor also imputably fails to comply with its obligations after the said period of time. The notice of default must contain a description of the failure that is as complete and detailed as possible in order that Hotelschool The Hague is able to react adequately.

## **13 Other provisions**

- 13.1 This agreement combined with the schedules and hiring confirmation includes the complete representation of the rights and obligations of the parties with regard to the subject regulated in the same and takes the place of any and all prior oral and written proposals or communications in connection therewith.
- 13.2 The liability is limited to the highest of the following amounts, applicable per event, in the course of which a series of related events is qualified as a single event:
- a) € 100,000.00, in words: one hundred thousand euros; or
  - b) 100% (one hundred per cent) of the total amounts invoiced and to be invoiced by the Contractor to Hotelschool The Hague on account of the contract in the period of six months prior to the harmful event.

## **14 Disputes**

14.1 This agreement is governed by Dutch law. Any and all disputes deriving from this agreement, which cannot be settled amicably, shall be settled by the competent court in Rotterdam.  
There is question of a dispute if one of the parties argues that this is the case.

### **Signature**

Through the online approval by the Contractor, the Contractor agrees with the aforementioned terms and conditions for the contract for STAFFING MS at Hotelschool The Hague.