



## Standard Terms and Conditions



**NBBU**



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**Standard Terms and Conditions  
for Temporary Worker Postings and Job Placement Services  
of the Nederlandse Bond van Bemiddelings- en Uitzendondernemingen (NBBU)**

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## CHAPTER 1 GENERAL PROVISIONS

### Article 1. Definitions

The following definitions apply in these Standard Terms and Conditions:

1. Temporary employment agency: every natural person or legal entity which, in the course of carrying on an occupation or business, makes temporary workers available to a hirer to perform work for such hirer.
2. Temporary worker: every natural person who performs or will perform work for a hirer through the intermediary of a temporary employment agency.
3. Hirer: every natural person or legal entity that takes on temporary workers through the intermediary of a temporary employment agency.
4. Contract of hire: a contract between a temporary employment agency and a hirer under which a temporary worker will perform work for that hirer through the intermediary of that temporary employment agency.
5. Hirer's fee: the amount per hour which a hirer owes the temporary employment agency for the posting of a temporary worker.
6. Temporary employment contract: an employment contract under which a temporary worker is made available by a temporary employment agency to a hirer in order to perform work under the supervision and direction of that hirer pursuant to a contract of hire concluded by the hirer with the temporary employment agency.
7. Placement agency: every natural person or legal entity that assists an employer, jobseeker or both in their search for staff or for employment, as the case may be, with a view to the conclusion of an employment contract under civil law or an appointment as a civil servant.
8. Client: every natural person or legal entity that uses the services of a placement agency.
9. Placement contract: the contract between a placement agency and a client and/or a jobseeker to perform the services referred to at 7.
10. Payroll company: every natural person or legal entity which, in the course of carrying on an occupation or business, makes employees available to a hirer to perform work for such hirer; the recruitment of the employee is arranged by the hirer and not by the payroll company.
11. Payroll contract: an employment contract under which an employee is made available by the payroll company (the employer) to a hirer in order to perform work under the supervision and direction of the hirer pursuant to a contract of hire concluded by the hirer with the payroll company. The payroll contract is concluded after the recruitment of the employee by the hirer, not by the payroll company.

12. Payrolling: the posting by an employer of an employee to a hirer pursuant to a payroll contract as referred to at 11.
13. NBBU Collective Agreement: the collective agreement for temporary workers that applies to temporary employment agencies which are members of the Nederlandse Bond van Bemiddelings- en Uitzendondernemingen (NBBU).
14. Any reference in these Standard Terms and Conditions to temporary workers must be construed as a reference to both male and female temporary workers and where reference is made to 'he', 'him' and/or 'his' this must be construed as a reference to 'he/she', 'him/her' and/or 'his/her'.



## **Article 2. Applicability of these terms and conditions**

1. These terms and conditions are applicable to any offer by a temporary employment agency to a hirer and to any contract of hire between a temporary employment agency and a hirer to which the temporary employment agency has declared these terms and conditions applicable, and to any supplies and services of any nature whatever resulting therefrom between a temporary employment agency and a hirer, except where and to the extent that the parties expressly derogate from these terms and conditions in writing.
2. A hirer with whom a contract has been concluded on these terms and conditions is deemed to have tacitly agreed that they will also be applicable to any contract of hire subsequently concluded with the temporary employment agency.
3. All offers are without obligation, regardless of how they have been made.
4. A temporary employment agency is not bound by the standard terms and conditions of the hirer in so far as these differ from these terms and conditions.
5. If any provision of these terms and conditions is void or voided, the remaining provisions of these terms and conditions will remain in full force and effect and the parties will consult together in order to agree new provisions to replace those that are void or voided, the purpose and intent of the void or voided provision being taken into account as much as possible.



### Article 3. Invoicing

1. Except as otherwise agreed, the invoices of the temporary employment agency will be based in part on the completed time sheets approved by the hirer.
2. The hirer is responsible for completing the time sheets correctly, fully and in good time and for approving them. The approval will be given by (digital) signature of the time sheets, unless agreed otherwise.
3. In the event of a discrepancy between the time sheets submitted to the temporary employment agency and the data kept by the hirer, the time sheets submitted to the temporary employment agency will be deemed to be correct unless the hirer provides proof to the contrary.
4. If the temporary worker disputes the time sheet data, the temporary employment agency may invoice the number of hours worked and other costs in accordance with the statement of the temporary worker, unless the hirer shows that the time sheets are correct.
5. If the hirer does not comply with the provisions of Paragraph 2 of this Article, the temporary employment agency may decide to invoice the hirer on the basis of the facts and circumstances known to it. The temporary employment agency will not do this as long as no reasonable consultation has taken place with the hirer as regards this matter.
6. The hirer will ensure that the invoices of the temporary employment agency are paid within 14 days of the date of the invoice, without any deduction, withholding or set-off.
7. Changes in rates and charges as a consequence of obligations under collective agreements and changes to or as a consequence of laws and regulations, such as tax and social security legislation and regulations, will be passed on to the hirer with effect from the date of the changes and will accordingly be payable by the hirer even where such changes occur during the term of a contract of hire.
8. Only if the temporary employment agency has a blocked 'G' account or an indemnity account (vrijwaringsrekening) exists for its deposits with the Tax and Customs Administration may the hirer request the temporary employment agency to consult with it about the possibility of the hirer paying a percentage of the invoiced amount into the relevant account and about the amount of such percentage. Only if agreement is reached on this may use be made of the above-mentioned possibility.



#### **Article 4 Terms of payment**

1. Only payments made directly to the temporary employment agency will discharge the hirer from liability.
2. Direct payment or the provision of an advance by the hirer to the temporary worker is not permitted, regardless of why or how this occurs. Any such payments and advances do not affect the position of the temporary employment agency and do not constitute a debt repayment or a ground for set-off.
3. If the hirer disputes an invoice, it will give written notice of this to the temporary employment agency within eight days of the date of dispatch of the invoice concerned, on pain of loss of the right to dispute the invoice. Disputing the invoice does not suspend the hirer's payment obligation.
4. If the hirer fails to pay any amount owed by it or fails to do so in time or in full, the hirer will be deemed to be in default by operation of law with effect from the due date of the relevant invoice. From that time the hirer will also be liable to pay default interest to the temporary employment agency at the rate of 1% a month (for which purpose part of a month is treated as full month) on the gross amount of the invoice.
5. All legal and other costs, including the costs of legal assistance, incurred by the temporary employment agency as a consequence of the hirer's failure to meet its payment obligations will be borne by the hirer. The extrajudicial collection costs of the temporary employment agency, calculated on the amount to be collected, will amount to at least 15% of the principal sum, subject to a minimum of € 500.

#### **Article 5. Cancellation**

1. If a party fails to meet its obligations under a contract of hire, the other party will be entitled – in addition to the provisions of the contract of hire – to cancel the contract of hire without court intervention by giving notice by registered letter. The contract of hire may be cancelled only after the party in default has been given written notice of the default and allowed a reasonable period in which to remedy such default.





2. In addition, a party is entitled to cancel the contract of hire in whole or in part with immediate effect by giving notice by registered letter, without any reminder or notice of default being required, if:
  - a) the other party applies for or is granted court protection from creditors or provisional court protection from creditors;
  - b) the other party files for bankruptcy or is declared bankrupt or petitions for its own winding up or becomes subject to an order for winding up;
  - c) the business of the other party is liquidated;
  - d) the other party ceases its current business;
  - e) a substantial part of the assets of the other party is attached or seized (other than through the actions of the cancelling party) or if the other party can no longer be deemed able to fulfil its obligations under the contract of hire for any other reason.
3. If parts of the contract of hire have already been performed for the hirer at the time of the cancellation, the hirer may cancel the contract of hire only partly, namely in respect of the part which has not yet been performed by or on behalf of the temporary employment agency.
4. Amounts which the temporary employment agency has invoiced to the hirer before the cancellation for parts of the contract of hire already performed will nonetheless continue to be payable to it by the hirer and will become immediately due and payable at the time of cancellation.
5. If the hirer, after being given notice of default, still fails to perform any obligation under the contract of hire or fails to do so fully or in time, the temporary employment agency will be entitled to suspend performance of its obligations to the hirer without being obliged to pay any compensation for this to the hirer, or the hirer will have to provide the temporary employment agency with financial security by means of an advance or a (bank) guarantee. The size of the advance or (bank) guarantee must be in proportion to the obligations of the hirer under the contract of hire. The above also applies in the circumstances referred to in Paragraph 2 of this Article.
6. If, in the opinion of the temporary employment agency, there are serious doubts about the financial position of the hirer, the hirer will provide the temporary employment agency, at its request, with the financial security referred to in Paragraph 5.





## Article 6. Liability

1. Subject to the provisions of mandatory law and the general requirements of reasonableness and fairness, the temporary employment agency is not obliged to pay any compensation for loss or damage of any kind caused directly or indirectly to the temporary worker or to things or persons with or of the hirer or a third party, where such loss or damage occurs as a consequence of:
  - a) the posting of the temporary worker by the temporary employment agency to the hirer, even if it transpires that the temporary worker does not meet the requirements made of him by the hirer;
  - b) unilateral termination of the temporary employment contract by the temporary worker;
  - c) acts or omissions of the temporary worker, the hirer itself or a third party, including the assumption of obligations by the temporary worker.
2. Any liability of the temporary employment agency for direct loss or damage will in any event be limited, per occurrence, to 50% of the relevant amount invoiced or yet to be invoiced. The temporary employment agency will never be liable for indirect loss or damage, including consequential loss or damage.
3. The hirer is obliged to arrange for adequate liability insurance providing full cover for any direct and indirect loss or damage as referred to in Paragraph 1 of this Article.
4. The hirer must in any event indemnify the temporary employment agency against any claims of the temporary worker or third parties for compensation for loss or damage as referred to in Paragraph 1 of this Article suffered by the temporary worker concerned or third parties.
5. The limitations on liability referred to in Paragraphs 1 and 2 of this Article will cease to apply if there has been intent or gross negligence on the part of the temporary employment agency and/or its management.
6. The temporary employment agency has the right at all times, if and in so far as possible, to make good any loss or damage suffered by the hirer. This includes the right of the temporary employment agency to take measures that may prevent or mitigate any such loss or damage.





## **Article 7. Force majeure**

1. In the event of force majeure affecting the temporary employment agency, its obligations under the contract of hire will be suspended as long as the force majeure event continues. Force majeure means any circumstance beyond the control of the temporary employment agency which permanently or temporarily prevents performance of the contract of hire and for which the temporary employment agency cannot reasonably be held liable either in law or according to the principles of reasonableness and fairness.
2. As soon as a force majeure event as referred to in Paragraph 1 of this Article affects the temporary employment agency, it will give notice of this to the hirer.
3. In so far as not already included under the term, force majeure will also be deemed to mean strikes, sit-in strikes, blockades, embargos, government measures, war, revolution and/or any equivalent situation, power failures, faults in electronic communication lines, fire, explosions and other disasters, water damage, flooding, earthquakes and other natural disasters, as well as epidemics that affect staff.
4. As long as the force majeure event continues, the obligations of the temporary employment agency will be suspended. This suspension will not, however, apply to obligations that are not affected by the force majeure and which arose prior to the start of the force majeure.
5. If the force majeure has lasted for three months or once it is established that it will last for longer than three months, each of the parties is entitled to terminate the contract of hire without observing any period of notice. Even after such a termination of the contract of hire the hirer is obliged to pay to the temporary employment agency the charges payable by the hirer to the temporary employment agency in respect of the period before the force majeure.
6. During the continuance of the force majeure, the temporary employment agency is not obliged to pay compensation for any loss or damage suffered by or affecting the hirer, nor is it obliged to do so after termination of the contract of hire as referred to in Paragraph 5 of this Article.



## **Article 8. Disputes**

1. The contract of hire is governed by the laws of the Netherlands.
2. Any disputes relating to or arising out of the contract of hire will be submitted to the exclusive jurisdiction of the Dutch courts.
3. In so far as such a dispute falls within the competence of a District Court, the District Court within whose district the temporary employment agency has its registered office will have exclusive jurisdiction to hear and determine the dispute.



## CHAPTER 2. TERMS AND CONDITIONS FOR THE POSTING OF TEMPORARY WORKERS

### Article 9. The hiring of temporary workers

1. A temporary employment contract is entered into between a temporary worker and a temporary employment agency. The temporary employment contract is subject to the NBBU Collective Agreement for Temporary Workers. No employment contract exists between the hirer and the temporary worker.
2. When a temporary worker is provided by a temporary employment agency to the hirer, the temporary worker works under the actual direction and supervision of the hirer. The hirer will observe the same degree of care in respect of the temporary worker as it does in respect of its own employees. As the formal employer of the temporary worker, the temporary employment agency has no control or influence over the workplace or the activities to be performed.
3. The activities will be performed as agreed in the contract of hire. If the hirer wishes to derogate from such agreements during the term of the contract of hire, it may do so only after consultation with the temporary employment agency.

### Article 10. (Hourly) wages, benefits and other allowances of temporary workers

1. The wages, benefits and other allowances payable to the temporary worker are always determined before the start of the posting or, where necessary, during the posting, and will be equal to the wages, benefits and other allowances paid to comparable employees working in equivalent jobs in the service of the hirer (known as the pay equivalence rule).
2. The wages, benefits and other allowances include the following components:
  - a) only the applicable pay determined by unit of time ('pay period wages') in the applicable salary scale;
  - b) the applicable shorter working hours; compensation for this may be paid in time and/or money, at the discretion of the temporary employment agency;
  - c) allowances for overtime, non-standard working hours, irregular hours (including public holiday pay) and shift work;
  - d) initial pay increase;

- e) tax-free allowances: travelling expenses, lodging expenses and other costs necessarily incurred in performing the job;
- f) incremental pay rises.

NB Different terms and conditions apply to temporary workers in the construction industry.

3. The hirer will advise the temporary employment agency of the components referred to in Paragraph 2 in good time. If the hirer supplies the temporary employment agency with incorrect information about the above components, the temporary employment agency has the right to adjust the wages, benefits and other allowances of the temporary worker, as well as the hirer's fee, accordingly with retroactive effect from the starting date of the job and to charge the adjusted amounts to the hirer.
4. If the wages, benefits and other allowances of the temporary worker cannot be determined in accordance with the pay equivalence rule, they will be determined in consultation between the temporary employment agency, the temporary worker and the hirer. In this case, the wages, benefits and other allowances should be determined by reference to the educational qualifications and experience of the temporary worker and, in addition, the responsibilities of the job and the competences needed to perform the job.
5. If, after the temporary worker reports at the workplace, the hirer makes less than three hours' use of his services, the hirer will be required to pay the hirer's fee for a minimum of three hours per call-out if:
  - a) the agreed number of working hours per week is less than 15 and the times at which the work must be performed have not been fixed; or
  - b) the hirer has provided no or no clear definition of the scope of the work.
6. If the hirer makes it compulsory for the temporary worker to possess specific items, such as a certificate of good behaviour or personal protective equipment, the hirer will make these available where possible. If the temporary employment agency makes such items available, it will have the right to charge the associated costs to the hirer.



### **Article 11. Scope of contract of hire and notice periods**

1. The contract of hire specifies the term of the temporary worker's posting or, if the term of posting is not known in advance, an as accurate as possible estimate of the term of posting. Where possible and appropriate, the contract of hire also states the starting and end dates of the term of posting, the number of hours to be worked and the terms and conditions of employment for the temporary worker.



2. If the temporary employment clause applies to the temporary employment contract, no period of notice need be observed by the temporary employment agency or the hirer if the agency or the hirer wishes to terminate the posting early, unless otherwise agreed in writing.
3. If the temporary employment clause does not apply to the temporary employment contract, the contract is deemed to be a fixed-term or an open-ended contract. In such a case, the contract of hire will end only upon the expiry of the agreed term of the posting, unless otherwise agreed in writing.
4. If the hirer wishes to terminate early the posting of a temporary worker who is employed under a fixed-term or an open-ended temporary employment contract, the hirer will owe the temporary employment agency a charge which is due and payable forthwith. This charge will be 100% of the most recent hirer's fee for the temporary worker in question, multiplied by the number of hours agreed in the contract of hire for the period between the date of early termination and the end date of the contract of hire initially agreed.
5. If the hirer wishes to terminate a posting when nothing has been agreed about the term of the posting and the temporary worker is employed under a fixed-term or an open-ended temporary employment contract, a period of notice of 20 working days applies, unless otherwise agreed in writing.

#### **Article 12. Conclusion of a direct employment relationship by the hirer with the temporary worker**

1. If the hirer wishes to enter into a direct employment contract with a temporary worker posted or yet to be posted to it by the temporary employment agency or to enter into a different type of employment relationship with such a temporary worker, it must immediately give written notice of this to the temporary employment agency. The parties will then consult together in order to discuss the wishes of the hirer.
2. The following are examples of a different type of employment relationship as referred to in this Article:
  - a) appointment as a civil servant;
  - b) a professional services contract;
  - c) contracting work;
  - d) the posting of the temporary worker to the hirer by a third party (e.g. another temporary employment agency) for the same or different work.



3. The hirer will not enter into any employment contract directly with a temporary worker if the temporary worker has not validly terminated the temporary employment contract with the temporary employment agency, without prejudice to the hirer's other obligations referred to in Paragraph 4 of this Article.





### **Article 13. Selection of temporary workers**

1. The temporary worker is selected by the temporary employment agency on the basis, on the one hand, of the qualities and skills of the temporary workers available for posting as known to the temporary employment agency and, on the other hand, of the information furnished by the hirer to the temporary employment agency regarding the work to be performed.
2. In providing information regarding the work to be performed, as referred to in Paragraph 1 of this Article, the hirer may not set any requirements that are not relevant to the job. Such requirements will in any event not be taken into account by the temporary employment agency.
3. If a temporary worker does not meet the requirements set by the hirer, the hirer has the right to inform the temporary employment agency accordingly within 4 hours of the start of the work. In such a case the hirer will be obliged to pay the temporary employment agency at least the wages, benefits and other allowances owed to the temporary worker, plus the employer-paid social security, pension and national insurance contributions and the amounts payable under the collective agreement.
4. During the term of the contract of hire, the temporary employment agency has the right to present a proposal for the replacement of the temporary worker, for instance if the temporary worker is no longer able to perform the work. In that case, the hirer's fee will be recalculated.

### **Article 14. Hirer's duty of care and indemnity for the temporary employment agency**

1. The hirer is aware that under the Netherlands Working Conditions Act (*Arbeidsomstandighedenwet*) and Section 658 in Book 7 of the Netherlands Civil Code it is under an obligation to provide a safe place of work for temporary workers. The hirer will give temporary workers specific instructions in order to prevent such workers from suffering loss, damage or injury when carrying out their duties. The hirer will also provide temporary workers with personal protective equipment, in so far as necessary.
2. The hirer will provide the temporary worker and the temporary employment agency in good time, before the start of the posting, with the necessary information about the professional skills and qualifications required of the temporary worker, as well as the workplace risk assessment and evaluation setting out the specific characteristics of the temporary worker's workplace.





3. Where a hirer hires a temporary worker, he will not hire out the temporary worker to a third party to work under the supervision and direction of such third party without the consent of the temporary employment agency.
4. The hirer is liable to the temporary worker and temporary employment agency and therefore required to pay compensation for any loss, damage or injury which the temporary worker suffers in the course of carrying out his duties, unless such loss, damage or injury is largely a consequence of intent or deliberate recklessness on the part of the temporary worker, subject to the provisions of Article 6.
5. If the temporary worker is injured in the performance of his duties and dies as a result of his injuries, the hirer is under an obligation, pursuant to Section 108 in Book 6 of the Netherlands Civil Code, to (i) the persons referred to in the said Section and (ii) to the temporary employment agency to pay compensation to the persons concerned, unless the injury is largely a consequence of intent or deliberate recklessness on the part of the temporary worker, subject to the provisions of Article 6.
6. The hirer agrees to indemnify, defend and hold the temporary employment agency harmless at all times from and against all claims made against the temporary employment agency on account of non-performance by the hirer of the obligations referred to in Paragraph 1 of this Article and authorises the temporary employment agency to assign its claims in respect thereof to the party or parties directly concerned, or to assert such claims against the hirer also on behalf of the temporary employment agency.
7. The hirer is obliged to arrange for adequate and comprehensive liability insurance covering all direct and indirect loss, damage and injury as referred to in this Article.



#### **Article 15. Identification and personal data**

1. The hirer will check the identity of a temporary worker at the start of the posting by reference to an original identity document and will keep a copy of this document in its records.
2. The hirer will treat the personal details of a temporary worker that come to its knowledge in the context of the posting in confidence and will process them in accordance with the provisions of the Netherlands Personal Data Protection Act (*Wet bescherming persoonsgegevens*).
3. The temporary employment agency is not liable for penalties imposed upon or claims made against the hirer because the hirer has failed to meet its obligations as referred to in the preceding Paragraphs.



### **Article 16. Company car and business closure**

1. If the hirer intends to make a car available to the temporary worker, the hirer must inform the temporary employment agency accordingly without delay. The hirer may permit the temporary worker to use the car for private purposes only in consultation with the temporary employment agency, so as to allow the temporary employment agency to take such private use into account for payroll tax purposes. If the hirer fails to do so, the hirer is obliged to compensate the temporary employment agency for any resulting loss, damage, costs and (tax) implications suffered or incurred by the temporary employment agency.
2. The hirer must inform the temporary employment agency, on conclusion of the contract of hire, of any business closure days and mandatory days off during the posting in order to enable the temporary employment agency to take account of this when determining the terms and conditions of employment. If the hirer fails to do so, the hirer will owe the temporary employment agency an amount for all such business closure days and mandatory days off, calculated by multiplying the number of hours agreed in the contract of hire by the hirer's fee most recently applicable.



## CHAPTER 3. TERMS AND CONDITIONS FOR JOB PLACEMENT



### Article 17. Applicability of general provisions

1. The provisions of Chapter 1 of these Standard Terms and Conditions apply *mutatis mutandis* to the relationship between a job placement agency and a client, with the exception of the provisions of Paragraphs 1, 2, 3, 4, 5 and 7 of Article 3.
2. Where reference is made in Chapter 1 of these Standard Terms and Conditions to ‘temporary employment agency’, ‘hirer’, ‘temporary worker’ or ‘posting’ these terms should be read in conjunction with job placement as meaning ‘job placement agency’, ‘client’, ‘jobseeker’ and ‘job placement’ respectively.

### Article 18. Fee and content of the placement contract

1. The fee payable by the client to the job placement agency may consist of either a fixed amount agreed beforehand or a percentage agreed beforehand of the full-time gross annual salary offered to the jobseeker, plus holiday pay.
2. Except as otherwise agreed in writing, the fee referred to in Paragraph 1 of this Article will be payable only if the job placement services have resulted in an employment contract or, as the case may be, an appointment as a civil servant for a jobseeker selected by the job placement agency.
3. The placement contract will include, in so far as relevant, the duration of the job placement services, the manner in which these are to be provided by the job placement agency and the fee payable for this by the client to the job placement agency.
4. The fee does not include the cost of producing and placing advertisements, the jobseeker’s travelling and accommodation expenses or the costs of a psychological test. These and any other memorandum items are to be charged on the basis of the actual costs.



### **Article 19. Conclusion of an employment relationship by the client with the jobseeker**

If, during the term of the job placement contract or within six months of its termination, a client itself enters into a direct employment contract with or appoints a jobseeker selected by the job placement agency, the client will owe the job placement agency a penalty which is due and payable forthwith. This penalty is equal to the fee agreed with the client for the job placement or equal to the fee which would have been charged if no direct employment relationship as referred to above had been entered into; the amount of this penalty is not subject to review by the courts.

### **Article 20. Selection of jobseeker**

1. A jobseeker will be selected by the job placement agency first by reference to the wishes made known by the client to the job placement agency concerning the qualities and skills needed for the job and information provided about the nature of the job, and second by reference to the qualities and skills of the jobseeker known to the job placement agency.
2. In stating wishes and providing information regarding the desired candidate and the nature of the job as referred to in the preceding Paragraph of this Article, the hirer may not set any requirements that are not relevant to the job. Such requirements will in any event not be taken into account by the job placement agency.



## CHAPTER 4. TERMS AND CONDITIONS FOR PAYROLLING



### Article 21. Applicability of Chapters 1 and 2

1. If there is a payroll contract between the employee and the payroll company, the provisions of Chapters 1 and 2 of these Standard Terms and Conditions will apply mutatis mutandis to the relationship between the payroll company and the hirer, with the exception of the provisions of Paragraphs 2 to 5 of Article 11, and Article 13.
2. Where reference is made in Chapters 1 and 2 of these Standard Terms and Conditions to ‘temporary employment agency’, ‘temporary worker’ and ‘temporary employment contract’ these terms should be read in conjunction with payrolling as meaning ‘payroll company’, ‘employee’ and ‘payroll contract’ respectively.

### Article 22. Invoicing

If the employee is unable to work owing to unforeseen circumstances, as in the case of sickness or downtime, the hours that have not been worked will be invoiced if the payroll company is under an obligation to the employee to continue paying his salary.

### Article 23. Additional terms and conditions of employment

Application of a condition of the collective agreement applicable to the hirer is possible only if this does not conflict with the applicable NBBU Collective Agreement for Temporary Workers and in so far as agreed in writing.

### Article 24. Conclusion and termination of a contract of hire

1. Before the payroll company enters into a payroll contract with an employee, the hirer must provide correct and complete information about the employee’s employment history with the hirer. If the hirer provides incorrect or incomplete information, the hirer will reimburse the payroll company for any resulting loss or damage.
2. The contract of hire may be terminated or, in derogation from Article 5, cancelled only if the payroll contract between the payroll company and the employee has been validly terminated. If necessary, the hirer will cooperate in payrolling the employee through a third-party employer or in taking the employee into (or back into) its employment.



3. A contract of hire may be terminated earlier than referred to in Paragraph 2 only if the party in question cannot be expected, in accordance with the standards of reasonableness and fairness, to allow the contract of hire to continue. If the payroll company is under an obligation to continue paying the employee's salary, the hirer will observe a period of notice of at least three months, unless otherwise agreed in writing.

To the full extent permitted by law, the controlling language of these Standard Terms and Conditions is Dutch and the Dutch text will prevail in the event of ambiguities, inconsistencies or disputes. This English translation is provided for convenience only.





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lodged with the Chamber of Commerce in  
Amsterdam under no. DS 40538398