



## GENERAL TERMS AND CONDITIONS

AtVenture Recruitment - Rotterdam 62926608

### 1. General

1.1 AtVenture Recruitment ("AtVenture") is a trade name of Veerhaven Advisory B.V., a private company with limited liability, having its registered office in Rotterdam under Chamber of Commerce number 62926608.

### 2. Applicability

2.1 The relationship between AtVenture Recruitment and the client is exclusively governed by the content of these General Terms and Conditions, which apply to all proposals, assignments and agreements of AtVenture relating to the recruitment and selection of personnel in whatever form.

2.2 These General Terms and Conditions also apply to future assignments from the client, unless deviating provisions have been confirmed by AtVenture to the client in writing.

### 3. Offers, conclusion of agreement

3.1 After the client grants AtVenture an assignment for recruitment and selection, the client will receive an assignment confirmation.

3.2 A candidate is considered to have been introduced to the client after the client has received his/her curriculum vitae via a link from AtVenture, or when the candidate has been presented by AtVenture orally.

3.3 For each candidate introduced by AtVenture and appointed by the client, also for a position other than that for which the original assignment was given, the client owes AtVenture the full agreed fee.

3.4 If the client and candidate reach agreement on an employment contract, the client must fully inform AtVenture of this within one week after agreement.

### 4. Fee

4.1 When granted the assignment to compose an advice for the desired profile and recruit candidates for the position, AtVenture will charge a fee of € 2.000,-.

4.2 Upon successful execution of the recruitment and selection assignment, AtVenture will charge a fee of 2 gross monthly salaries, minus the previously invoiced fee of € 2.000,-.

4.3 All fees stated by AtVenture are exclusive of VAT and/or other taxes, charges or duties applicable to the services provided, unless explicitly stated otherwise in the order confirmation.

4.4 AtVenture defines successful conclusion of an assignment as the moment that the candidate has signed an (employment) agreement with the client.

4.5 If the employment concerns a part-time position, the fee will be calculated on the basis of a full working week (36 hours or 40 hours), as is customary at the client.

4.6 If the client rejects a candidate proposed by AtVenture, or the candidate rejects an offer from the client and an employment contract is concluded between the client and the candidate within 24 months after the introductory meeting with the candidate, the client is still obliged to pay the fee in accordance with the provisions of article 4.2 of these General Terms and Conditions.

### 5. (Interim) Termination, Change or Leaving

5.1 If the assignment is withdrawn by the client for any other reason than fulfilling the position by the client or third parties, the client will reimburse AtVenture a minimum of 20% of the fee.

5.2 If the client changes the job description during the execution of the assignment in a way that requires new analyses of the position and desired candidate characteristics, the client will reimburse AtVenture for the additional costs with a minimum of 20% of the fee.

5.3 If the candidate selected by AtVenture leaves the organization of his own accord within the legally permitted probationary period after commencement of employment, 25% of the fee will be refunded.



## **6. End of agreement**

- 6.1 Except in the event of premature termination in accordance with article 5.1, a recruitment and selection agreement ends:
- a. with the offer made by the client and accepted by the candidate to enter into for an employment contract for the position;
  - b. if, despite repeated attempts and after the expiry of a maximum period of six months (or after the expiry of any other period agreed in writing between the parties), AtVenture has not succeeded in filling the vacancy in accordance with the assignment;
  - c. if the position is filled with a candidate found by the client or a third party.

## **7. Payment**

- 7.1 The client pays invoices within 30 days of the invoice date. Complaints must be submitted to AtVenture in writing within 8 days of the invoice date. After this period, the client is deemed to have accepted his payment obligation.
- 7.2 If the payment term is exceeded, AtVenture is entitled to charge default interest of 1,5% per calendar month. If the client remains in default of payment even after a written reminder, AtVenture is entitled to charge all (extra) judicial collection costs to the client, with a minimum of € 250,00.
- 7.3 The fee described in articles 4.1 and 4.2, plus VAT (21%), will be invoiced on the date of signing the agreement, respectively the day on which the selected candidate commences employment with the client.
- 7.4 An assignment to recruit and select applies as a best-effort obligation. The client remains responsible for the decision to enter into an employment contract with a selected candidate. AtVenture will exercise due care during the selection, but this does not relieve the client of its duty to investigate.
- 7.5 The client indemnifies AtVenture against all arrangement by third parties that are or could be directly, indirectly or circumstantially related to the mediation of AtVenture.
- 7.6 AtVenture excludes any liability for the consequences of the acts or omissions - including consequential damage/losses - of candidates who, partly as a result of the execution of the assignment, have entered into employment with the client.
- 7.7 AtVenture reserves the right to change the General Terms and Conditions. These changes apply as soon as the clients have been notified in writing.
- 7.8 The client is prohibited from providing information/data of proposed candidates to third parties. In case of violation, the client is obliged to pay a fee in accordance with the provisions of 4.2 of the General Terms and Conditions.

## **8. Disputes and applicable law**

- 8.1 All agreements with AtVenture, and any further agreements concluded for the implementation thereof, are exclusively governed by Dutch law, regardless of whether the client and/or the candidate is established or resides abroad.
- 8.2 In the event of differences of opinion between AtVenture and the client with regard to the execution of the assignment or the interpretation of this agreement, the parties will seek a solution in good faith and with the greatest urgency.
- 8.3 All disputes or claims will be submitted for settlement to the court in Rotterdam, unless otherwise specified. AtVenture always has the right to submit a dispute or solution to the Netherlands Arbitration Institute in accordance with the regulations of the Institute.