

Standard terms and conditions

Section 1

Subject-matter of the Agreement

(1) The Client commissions the Company to provide personnel as freelance staff for a specific period of time.

(2) The Company undertakes to provide the Client with personnel for the period of time requested. The Company will pass on to the relevant personnel any special requirements of the Client, such as clothing, working hours, working venue etc., and undertakes to ensure by way of contractual agreement with the person(s) concerned that all relevant facts and circumstances are known.

(3) The Company exclusively undertakes to perform the agency service described in Section 1, Paragraph (1) above. Any change in the job profile of an ongoing assignment is not covered by this Agreement but is, where necessary, subject to separate agreement with the person concerned. The remuneration obligation pursuant to Section 2 shall remain unaffected by any such divergent agreement.

(4) Should the Client require one more person over and above the terms of this Agreement, separate agreements must be concluded in each case. The respective person(s) shall not be regarded as member(s) of a group but shall carry out work individually in line with the requirement profile specified in Section 1, Paragraph (1) above.

Section 2

Term of Agreement/Termination

(1) Each assignment is limited in time. These time periods shall be stipulated in the cost quotation and confirmation of assignment. Termination of an assignment in progress is precluded, except in the case of termination for cause.

(2) The assignment can be split into full or half days. One accounting day constitutes 9 hours working time where break times must be coordinated by arrangement with the person concerned. A half accounting day is 4.5 hours working time where break times must similarly be coordinated by arrangement with the person concerned.

(3) In the event that a person's work input is required any given day for more than 9 hours, a supplemental agreement must be made with the company allowing for the terms of Section 2, Paragraph 1 above.

(4) Notwithstanding the above, the Client has the option of concluding a proprietary agreement with the person introduced. In any such case, the Client undertakes not to compensate the person with any less than the remuneration agreed under Section 3. Account shall be rendered through the Company pursuant to the terms set out in Section 3.

(5) The Client undertakes to notify the Company of any and all individual agreements made with persons already introduced. Should any less remuneration than stipulated under Section 3 be agreed in an individual agreement with the person concerned, this shall incur a contractual penalty equivalent to three times the respective person's daily fee.

Section 3

Remuneration

(1) Once the Agreement has been signed, the Company shall submit a due and proper invoice to the client; the invoice amount is immediately due for payment upon receipt.

(2) The right to claim rescission shall be precluded for both parties. In detail the following forms of cancellation are effective: in case of cancellation of the ordered staff after the completion of agreement the contractor is entitled to charge 30% of the cancelled contract value up to 4 weeks before the event starts, 50% up to 14 days, 80% up to 7 days and 100% 3 days or less before.

(3) Remuneration of the person introduced is made exclusively through the Company. The Client is not entitled to make any advance or other payments directly to the person(s) concerned. This also applies to the provisions of section 2, Paragraph (4) above.

Section 4

Liability

The Company accepts no liability for damages resulting from the performance of work by persons it introduces. This applies to all damages which said persons cause to objects on or with which they perform their duties. In the case of persons commissioned to perform duties involving money, such as cashier or the safe custody and transportation of cash, valuables, securities etc. as well as the effecting of payment transactions, the Company cannot be held liable in any way whatsoever.

Section 5

Miscellaneous

(1) Subsidiary covenants or amendments to this Agreement must be such made in writing in order to become legally effective. This similarly applies to any change and/or waiver of the written form requirement. There are no verbal understandings to this Agreement.

(2) Should any provision of this Agreement be or become ineffective, this shall in no way affect the validity of the remaining provisions contained herein. This ineffective provision shall be replaced with a legally admissible provision which comes closest to fulfilling the aim and purpose of the ineffective provision.

Section 6

Place of Jurisdiction

Düsseldorf is agreed as place of jurisdiction for any disputes arising under this Agreement.

Section 7

Secrecy

The Client undertakes to refrain from storing, processing and/or divulging any of the data necessary to performing this Agreement without the consent of the person concerned.