

General terms of contract for recruitment in the private employment sector

HPL RECRU GTC 2018

1. Scope of application of the general terms

1.1. The general terms of contract for recruitment in the private employment sector (HPL RECRU GTC 2018) are applied to a recruitment contract between a private employment agency (hereafter 'agency') and a customer company (hereafter 'customer').

1.2. The parties may deviate from the HPL RECRU GTC 2018 terms by agreeing on it in writing.

2. Entry into force of the contract, and sole right

2.1. The contract enters into force when the agency has submitted a service offer and the customer has accepted it, or when a contract has been otherwise concluded.

2.2. The agency has sole right to recruitment, unless otherwise agreed. The customer instructs their own potential internal and external candidates to contact the agency's recruitment service if they apply for jobs specified in the recruitment contract during its period of validity.

3. Definitions

3.1. 'Recruitment service' refers to a service where the agency seeks candidates for the customer and charges a fee for it, and where the customer, once a suitable candidate has been found, recruits, i.e. signs a contract with the candidate introduced by the agency (hereafter 'candidate') on work to be done. An employment relationship is established between the candidate and the customer. The service also leads to recruitment if the customer hires or otherwise acquires a candidate introduced by the agency through another company (or commercial name) during the contract period.

3.2. 'Work' also refers to other jobs than the one the candidate was originally sought to do. The agency's right to charge for the recruitment service does not depend on whether the candidate starts working in accordance with the employment contract or whether the candidate meets the customer's expectations.

3.3. 'Customer' in items 3.1 and 5.3 refers not only to the agency's contracting party but also to a company that belongs to the same group as the customer or is otherwise closely associated with it and that can be assumed to have been aware of the recruitment service contract between the agency and the customer and of the candidates introduced.

4. Description of the recruitment service

4.1. With regard to each contract, the customer provides the agency with correct and sufficient information, in writing or otherwise, on the education, professional skills and experience required from the candidate and on any special matters regarding occupational safety, such as requirements concerning the candidate's health. In addition, the customer provides the agency with correct and sufficient information on the key terms of employment, in order that the agency could give the candidate information on the employment concerned.

4.2. Based on the information and instructions provided by the customer, the agency seeks candidates in the manner they consider appropriate or as separately agreed with the customer: for example, by the use of the agency's candidate database, through job advertisements or based on open applications.

4.3. The agency makes every effort to ascertain that the candidate meets the requirements agreed on together or set by the customer in writing or otherwise. If the candidate introduced by the agency does not meet the said requirements, the agency informs the customer in what respect the candidate does not meet them.

4.4. The agency interviews candidates and introduces suitable ones to the customer as agreed.

4.5. Any separate assessments performed on a candidate are agreed on separately.

4.6. The agency performs the entire search process agreed on, including any separately agreed assessments, using appropriate

methods generally accepted in the industry, and also otherwise operates in line with good professional ethics.

4.7. The customer informs the agency if they want to recruit a candidate introduced by the agency during the contract period or after the contract period in a situation described in paragraph 5.3.

4.8. The final recruitment decision is made by the customer. The agency informs the candidate of the customer's decision.

4.9. The contracting parties comply with the Personal Data Act and the Act on the Protection of Privacy in Working Life when collecting, processing and disclosing the candidate's personal data.

5. Charging principles

5.1. The customer and the agency agree separately on the amount to be charged and on the charging schedule.

5.2. The contracting parties may agree that the agency is entitled to charge separately for the different steps of the recruitment service (for example, processing of candidates' applications, interviews, checking of references, introduction of candidates, and recruitment) or, alternatively, at the end of the recruitment service and only if it leads to recruitment.

5.3. The agency is also entitled to charge for recruitment if the service has led to recruitment as referred to in paragraph 3.1 after the expiry of the recruitment contract. In this case, the contracting parties agree on the period during which the agency has the said right.

5.4. The parties may agree that the agency is entitled to charge the customer separately for the costs generated by the separate assessments as referred to in paragraph 4.5 and, for example, for potential advertising and travel expenses.

5.5. The customer pays the above charges on the due date based on an invoice presented by the agency. If no due date has been set, the term of payment is 14 days. In case of delay, the customer pays penalty interest according to the Interest Act.

5.6. Statutory indirect taxes, such as VAT, are added to the charges in accordance with the provisions in force from time to time.

5.7. Any complaints about invoices must be submitted in writing without delay and before the due date of the invoice.

6. Confidentiality

6.1. The contracting parties undertake not to disclose the content of the contract or other confidential information they have received during the contractual relationship, and not to use such information for any other purposes than for fulfilling the obligations under the contract. The obligations under this paragraph continue beyond the termination of the contract.

7. Liability of the contracting parties

7.1. The agency is responsible for seeing to it that, given the opportunities available to them, they have made every effort to ascertain that the candidate meets the requirements set by the customer in writing or otherwise. The agency is also responsible for informing the customer in what respect the candidate does not meet the requirements set by the customer.

7.2. The agency is liable for any damage resulting from the agency's failure to perform the search process as agreed.

7.3. However, if the candidate and the customer conclude an employment contract, the agency is not responsible if the professional skills and/or other characteristics of the candidate selected and recruited by the customer are not appropriate for the job the candidate has been selected to do.

7.4. The customer must refer to potential negligence according to paragraphs 7.1 and 7.2 immediately or at the latest four weeks after the negligence has been or should have been detected. In any case, however, the customer must refer to potential negligence at the latest four (4) months from the start of an employment relationship between the customer and the candidate, otherwise the customer loses its right to potential compensation.

7.5. The agency's liability for damages referred to in paragraph 7.4 may not exceed the total charges that have been agreed to be paid for the recruitment service as regards the candidate in question. The customer must prove the amount of damage suffered.

7.6. The customer is liable for any damage it may have caused to the agency by not providing correct and sufficient information as referred to in paragraph 4.1. The customer's liability for damages may not exceed the total charges that have been agreed to be paid for the recruitment service as regards the candidate in question.

7.7. The contracting parties are not liable for any indirect damage they may have caused to each other, nor for any damage caused to third parties.

8. Force majeure

8.1. Neither contracting party is liable for delays or damage attributable to obstacles that are beyond their control; that they cannot reasonably have foreseen upon signing the contract; and the consequences of which they cannot reasonably have avoided or overcome.

8.2. Each contracting party must inform the other of an event of force majeure in writing without delay; and likewise, when the force majeure ceases to exist.

9. Period of validity, termination and transfer of the contract

9.1. The contract enters into force as described in paragraph 2.1.

9.2. The parties agree on the period of validity of the recruitment contract. Irrespective of the agreed period, however, the contract period is regarded as terminated at the latest when the service has led to recruitment as referred to in paragraph 3.1.

9.3. If the customer suspends the contract before the termination of the agreed period, the agency is entitled to charge the customer for the actions already taken and for any associated expenses.

9.4. The period referred to in paragraph 5.3 of the contract starts when the period of validity of the contract expires. If the period of validity is extended, the period in question does not start until the extended period of validity has expired.

9.5. If the contractual terms or the requirements for candidates as referred to in paragraphs 4.1 and 4.3 need to be amended during

the contract period, the contracting parties agree of it in writing. In such a case, the agency is entitled to an extra charge, unless otherwise agreed.

9.6. If the customer defaults on their payment obligation or if one contracting party otherwise materially violates the contractual terms, the other contracting party is entitled to rescind the contract with immediate effect. The party must notify the violating party of the breach of contract in writing before rescinding the contract.

9.7. If bankruptcy or debt restructuring proceedings are instituted against one contracting party or the party is placed in liquidation, the other party is entitled to rescind the contract.

9.8. The agency is entitled to charge the customer for the actions already taken and for any associated expenses in cases referred to in paragraphs 9.6 and 9.7.

9.9. Neither contracting party is entitled to transfer this contract – or even in part – without the other party's written consent.

10. Data protection

10.1. As the processor of personal data, the agency processes personal data during the validity period of this contract on behalf of the customer, i.e. the controller. In addition to or instead of this duty, the agency also acts during the contract period as an independent controller for the agency's own applicant register, whereupon the agency is responsible for all processing of personal data carried out by the agency as the controller or by another party authorised by the agency.

10.2. When processing personal data related to the recruitment service, the contracting parties agree to comply with these terms of contract, the General Data Protection Regulation of the EU (2016/679), and the national data protection legislation applicable to a contracting party.

10.3. As the processor, the agency agrees to process any personal data that it has, by virtue of this contract, received, collected, produced, or in some other way processed on behalf of the customer, only to fulfil the obligations provided in the contract and these terms of contract. The processor agrees to comply with the controller's reasonable instructions in the processing of personal data, and to notify the controller if the processor discovers that instructions given by the controller are clearly not in conformity with the legislation.

10.4. The processor is not entitled to transfer any personal data processed by it on behalf of the controller to countries outside the EU or EEA without a written prior approval of the controller.

10.5. The processor agrees to take appropriate technical and organisational measures to protect personal data from unauthorised and unlawful processing.

10.6. The processor agrees to notify the controller without delay of any personal data breaches against data processed on behalf of the controller, and to provide the controller with sufficient details of the incident required to fulfil the obligations arising from the Data Protection Regulation.

10.7. The processor has the right to outsource tasks related to the processing of personal data either in part or completely to another processor. The processor shall, at the controller's request, provide the controller with a valid list of the other processors used by the processor within a reasonable time period of receipt of the request. The processor agrees to conclude a written contract with the other processors whose services it uses. The contract must impose on the other processor the same or similar obligations that are imposed on the processor by virtue of this contract and these terms of contract. The processor is liable for the subcontractor's fulfilment of obligations as for its own.

10.8. The processor shall, to a reasonable extent and without undue delay, assist the controller where possible with appropriate technical and organisational measures to fulfil the statutory obligations imposed on the controller. The processor is obligated to assist the controller particularly in the implementation of audits, enforcing the rights of data subjects, and performing impact assessments related to data protection. Unless otherwise agreed by the contracting parties, the processor is, however, obligated to assist the controller only in so far as the controller cannot fulfil said obligations without the processor's assistance. The processor is entitled to charge the controller a reasonable compensation for costs and work incurred under this paragraph 10.8.

10.9. Upon termination of the contract, the processor agrees to return all personal data to the controller, unless otherwise agreed in the contract between the parties or unless the processor is explicitly required to store the data under legislation binding on the processor. The abovementioned return obligation does not apply to personal data for which the agency is responsible also as controller.

11. Place of jurisdiction

11.1. The contracting parties make every effort to settle disputes arising from this contract through negotiation. If the contracting parties fail to reach agreement in the negotiations, disputes are settled in the district court of the agency's place of registered office (court of first instance).

12. Notifications

12.1. The contracting parties should submit any notifications and complaints concerning the contract 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.