

Special Terms and Conditions of Purchase of the ParshipMeet Group for recruitment agency goods and services (as of July 2021)

Preamble

These Special Terms and Conditions of Purchase shall apply to all assignments given to recruitment consultants by the ParshipMeet Group. The General Terms and Conditions of Purchase of the ParshipMeet Group shall apply in addition to these Special Terms and Conditions of Purchase.

Section 1 - Contract conclusion

The Contracting Party shall accept the mandate of the ParshipMeet Group on the basis of the agreements set forth in the respective contract. Unless otherwise stipulated, these agreements are specified in the order placed by the ParshipMeet Group.

Section 2 - Remuneration provisions

(1) The remuneration of the Contracting Party is payable on the conclusion of an employment contract with the candidate provided by the Contracting Party of the ParshipMeet Group.

(2) If a candidate is initially rejected by the ParshipMeet Group but is employed within a period of 12 months after such rejection, the Contracting Party shall nevertheless be entitled to remuneration. After the end of this period it can be assumed that the recruitment is not attributable to the activities of the Contracting Party.

(3) If the candidate resigns within a period of 3 months following the start of the employment contract, the Contracting Party must provide a replacement candidate within 6 months free of charge.

(4) If a candidate presented by the Contracting Party is already known to the ParshipMeet Group, for example, because he/she has already applied to the ParshipMeet Group, the Contracting Party shall not be entitled to receive a fee. In this case, the ParshipMeet Group must immediately inform the Contracting Party, so that the Contracting Party can cease providing further services with regard to the candidate.

Section 3 - Cancellation of the assignment

The ParshipMeet Group may cancel an assignment given to the Contracting Party at any time after the expiry of 6 months without this giving rise to legal consequences due to the cancellation.

Section 4 - Data protection

The Contracting Parties shall undertake to comply with the applicable data protection provisions and, in particular, inform the candidate in accordance with Articles 13, 14 EU GDPR.