General Terms and Conditions

Recruitment-Online.nl B.V. Subscription Package

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§ 1 Definitions

Service Provider: Recruitment-Online.nl B.V., having its registered office in Sittard, registered in the Trade Register under number 930.35.209, provider of the services covered by these general terms and conditions.

Subscription: a continuous pricing model consisting of a one-off Onboarding Fee and a fixed Monthly Fee, payable for each consecutive Billing Month for the duration of the Assignment. Under this model, the Service Provider continuously sources and introduces Candidates to the Client within the scope of the Assignment.

Billing Month: each one-month period measured from the Start of Assignment to the day immediately preceding the same calendar day of the following month, or if there is no such day, to the last day of that month. Billing Months are not pro-rated, charges for any Billing Month are due in full regardless of changes during that period.

Onboarding Fee: a one-off fee payable upon Placement of Assignment to cover onboarding and set-up of the services; non-refundable and not creditable against Monthly Fees. The amount of the Onboarding Fee is published on the Service Provider’s website or agreed upon in Written Form at Placement of Assignment.

Monthly Fee: the fixed fee payable by the Client to the Service Provider for each Billing Month, payable upon start of the Assignment and invoiced in advance, nonrefundable and not prorated. Together with the Onboarding Fee it constitutes the compensation to Service Provider for performing the Assignment. The applicable rate of the Monthly Fee is published on the Service Provider’s website and is confirmed in Written Form at Placement of Assignment. The rate confirmed at Placement of Assignment remains valid for the duration of the Assignment. Any change requires a variation notice from the Service Provider, as set out in § 8(3) of these Terms and Conditions.

Employee: Any Candidate that could be engaged by the Client or an affiliated company under any form of cooperation, including but not limited to employment contracts, contracts for services, freelance agreements, consultancy agreements, or any other arrangement, whether formal or informal, written or oral, that would result in the Candidate performing work or similar performance for the benefit of the Client or an affiliated company, regardless of legal classification, duration, or location.

Candidate: the person who, after selection by the Service Provider, is introduced to the Client as a potential Employee.

Client: the party who has given an Assignment to the Service Provider.

Assignment: the assignment under which the Service Provider carries out marketing and/or research or any other activities to identify potential Candidates. Service Provider subsequently verifies and evaluates these Candidates against criteria specified by the Client, optionally selects suitable Candidates, and introduces them to the Client.

Placement of Assignment: the moment when the Client and the Service Provider, following initial contact via the Service Provider’s website or otherwise, exchange communications in Written Form confirming the scope of the Assignment and the applicable fee rates as published on the Service Provider’s website. The Assignment is validly placed only once these terms have been agreed and the Client has paid the Onboarding Fee.

Start of Assignment: the moment when the Service Provider confirms to the Client that it has received all information and resources, including the Onboarding Fee, necessary from the Client to commence the Assignment in accordance with the agreed terms.

Written Form: any communication between the Parties made in writing, including but not limited to email, letter, fax, or any other durable medium commonly used in the course of cooperation, provided that such form allows the Parties to be clearly identified.

§ 2 Applicability and Scope

These General Terms and Conditions apply to all Assignments under which the Service Provider, as contractor, provides subscription-based candidate sourcing services to the Client. Under the Subscription, the Service Provider will, based on the Client's criteria for the Assignment, source and identify potential Candidates and introduce them to the Client.

At Placement of Assignment, the Client chooses a Subscription plan as published on the Service Provider's website and confirmed at Placement of Assignment. Each plan specifies the maximum number of Candidate introductions per Billing Month. In any Billing Month, the number of introductions may range from zero (0) up to that maximum, with no guaranteed minimum. The Assignment is an obligation of means, best efforts, and not an obligation of result, and the absence of Candidate introductions in a given Billing Month does not constitute non-performance or breach of this Agreement.

At Placement of Assignment, the Client may choose between two auto-renewal settings: auto-continue or auto-stop. The Client may change the auto-renewal setting at any time, with effect at the end of the current Billing Month. If the Client has chosen the auto-continue option, the Subscription renews automatically for each next Billing Month unless the Client actively stops it in Written Form. Lack of action by the Client is considered as consent to continue the Subscription and creates a full payment obligation for the relevant Billing Month. If the Client has chosen the auto-stop option, the Subscription ends automatically at the end of the agreed Billing Month, unless the Client expressly renews it for the following Billing Month.

The Service Provider is permitted to make arrangements that deviate from these general terms and conditions. These will always be recorded in at least electronic form and have to separately be confirmed by the Client to be valid.

Entering into an agreement with Service Provider implies that the Client accepts these general terms and conditions. The applicability of any other general terms and conditions used or referred to by the Client is hereby expressly excluded.

§ 3 Services and Liability

The Service Provider provides sourcing services strictly limited to introducing Candidates who either meet the general criteria specified by the Client or who demonstrate qualifications, experience, or other attributes relevant to the Assignment, even if such characteristics were not explicitly defined by the Client. The Service Provider does not provide any additional employment-related services and is not involved in establishing, managing, or administering any employment or contractual relationship between the Client and the Candidate. Consequently, the Service Provider accepts no responsibility or liability for any obligations arising from such relationships, including but not limited to remuneration, employee benefits, insurance, social security contributions, work and/or residence permits, or compliance with other legal requirements related to employment or collaboration.

The Service Provider retains full discretion in selecting which Candidates to propose to the Client. All Candidate profiles are based on self-declared information, which is not verified by the Service Provider. In particular, the Service Provider does not authenticate any documentation, such as qualifications, diplomas, work permits, or certificates, and is under no obligation to request or verify personal or professional references. Furthermore, the Service Provider does not investigate or verify any information concerning a Candidate's medical condition or disability history.

The Client shall remain fully responsible for verifying the qualifications, experience, skills, and character of any Candidate. It is the Client’s responsibility to ensure, prior to any employment or engagement, that all legal, regulatory, and medical requirements are satisfied, including the application for and acquisition of any necessary work or residence permits. The Client is solely responsible for the final selection of a Candidate and for determining the terms and content of any resulting employment or service agreement.

Candidate recommendations are made to the best of the Service Provider’s knowledge and in accordance with professional standards. The Service Provider assumes the accuracy of the information provided by Candidates or obtained from third parties but does not guarantee its completeness or truthfulness. The Service Provider will not be liable for any damages, including indirect or consequential damages, resulting from the actions or omissions of Candidates engaged by the Client, nor for any loss resulting from decisions made on the basis of inaccurate, incomplete, or misleading information provided by either the Client or the Candidate. The Client acknowledges and accepts that the Service Provider bears no liability for any deficiencies or damages caused by Candidates introduced under the Assignment.

In the event that the Service Provider is found liable for any damages, such liability shall be strictly limited to direct financial loss suffered by the Client as a direct consequence of a breach of the Agreement by the Service Provider in the context of introducing a Candidate. The Service Provider shall not be liable for any indirect or consequential damages, including but not limited to loss of profit, interruption of business, loss of goodwill, relationships, or data, or for any damages arising from delays, defects, or incomplete deliveries. The liability of the Service Provider shall in all cases be limited to the lower of (i) the total Fees actually paid by the Client under the Assignment in the six (6) months preceding the event, or (ii) the amount paid out under its professional liability insurance in the matter concerned, plus the applicable deductible.

Any deadlines agreed between the Client and the Service Provider for the performance of services shall be considered indicative and non-binding, unless expressly agreed otherwise in writing. Exceeding such deadlines does not constitute a breach of contract and does not entitle the Client to compensation or termination of the agreement. In the event of a delay, the Client must issue a written notice of default clearly stating the nature of the default and granting the Service Provider a reasonable period to still fulfil its obligations before any further claims may be made.

Any claims arising out of or in connection with this Agreement, other than claims for payment of remuneration due, must be submitted by the claiming Party within 12 months from the date when the basis for such claim became known or could reasonably have been known. If the claim is not submitted within this period, the claiming Party will lose the right to pursue the claim.

§ 4 Obligations of the Client

The Client is obliged to provide all information to the Service Provider that the Service Provider reasonably needs to properly execute its Assignment and to source Candidates for the Client.

If the Client is already aware of specific Candidates through prior applications or other contacts and wishes to exclude these Candidates from the assignment, the Client must explicitly notify the Service Provider in writing, clearly identifying these Candidates, prior to introducing them by the Service Provider. All Candidates introduced by the Service Provider that are not included on this exclusion list will be counted towards the Client’s monthly plan limit.

§ 5 Fees and Invoicing

The Service Provider charges a one-off Onboarding Fee. The Onboarding Fee is invoiced upon Placement of Assignment.

From the Start of Assignment, the Service Provider charges a fixed Monthly Fee per Billing Month. The Monthly Fee is payable until the Client stops the Subscription, with the stop becoming effective at the end of the Billing Month.

The first Monthly Fee is invoiced on the Start of Assignment and covers the first Billing Month in full.

Each subsequent Billing Month shall commence immediately after the previous Billing Month ends. The Monthly Fee for each Billing Month shall be invoiced in advance, on the first day of that Billing Month, and shall cover that Billing Month in full.

All invoices issued under this § 5 are payable within the payment term stated on the invoice.

All amounts stated in this § 5 are net of VAT and any other applicable taxes or public charges, which shall be added to the extent required by law.

If the Client fails to pay any invoice within the stated payment term, the Client is in default. During the period of default, statutory commercial interest accrues. From the moment of default, the Client is also obliged to reimburse judicial and extrajudicial collection costs. The Service Provider may suspend the services until full payment of all overdue amounts is received.

§ 6 Force Majeure

The Service Provider shall not be held liable for any failure or delay in the performance of its obligations under this Agreement if and to the extent such failure or delay is caused by or results from circumstances beyond its reasonable control, Force Majeure Event. Force Majeure Events shall include, but are not limited to, natural disasters, war, terrorism, strikes or labor disputes, pandemics, government restrictions or regulations, power outages, or failures in telecommunication or internet services.

During the period of a Force Majeure Event, the Service Provider’s obligations shall be suspended to the extent affected by such event. If the event could not have been known to the Client, the Service Provider shall notify the Client of the Force Majeure Event as soon as reasonably possible, stating the nature of the event and its expected duration. If this period lasts longer than thirty (30) days, each party is entitled to terminate the agreement without any obligation to compensate the other party for damage.

This clause does not release the Client from the obligation to pay for services already provided, and it does not require the Service Provider to return any advance payments made to start the Assignment.

§ 7 Data Protection and Confidentiality of Candidate Data

The Service Provider collects and processes personal data of Candidates as an independent data controller, in accordance with applicable data protection laws, GDPR.

By receiving personal data of Candidates from the Service Provider, the Client becomes an independent data controller in respect of such data. The Client is responsible for providing Candidates with the information required under Article 14 of the GDPR.

The Client shall treat all Candidate data as strictly confidential and shall not use, disclose, or share such data without consent or legal obligation.

The Client shall implement appropriate technical and organizational measures to ensure the security of Candidate data.

The Client is not permitted to disclose data of Candidates to third parties without prior written consent from the Service Provider.

§ 8 Termination and Variation

Either Party may terminate the Subscription by notice sent in Written Form to the contact addresses agreed or actively used in the course of the cooperation. Such termination takes effect at the end of the then-current Billing Month. Fees for that Billing Month remain fully payable and are not refundable.

The Service Provider may also terminate the Subscription with immediate effect if the Client fails to pay any invoice when due, or otherwise materially breaches these Terms and Conditions.

The Service Provider may issue a variation notice to the Client in Written Form, proposing changes to the applicable Fees or Subscription plans. Such changes take effect only if the Client expressly agrees in reply. If the Client does not agree, the Subscription ends automatically at the end of the then-current Billing Month.

Termination of the Subscription does not affect any payment obligations accrued up to the effective date of termination.

§ 9 Final Provisions

These general terms and conditions and the assignment to which they apply are exclusively governed by the law of the country where the Service Provider has its registered office.

In the case of any disputes, the parties will attempt to resolve them amicably. If this is not possible, the dispute will be settled by the court with jurisdiction over the Service Provider’s registered office.

If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or annulled, the remaining provisions of these general terms and conditions shall remain fully applicable. The Service Provider and the Client will then consult to agree on new provisions to replace the null or annulled provisions, whereby the purpose and intent of the original provisions will be observed as much as possible.