

# GENERAL BUSINESS TERMS AND CONDITIONS HUK AG



**HUK**

**Herz - Und - Kopf**

Consulting for companies and individuals

# GENERAL BUSINESS TERMS AND CONDITIONS (GTC)

The following terms and conditions form an integral part of permanent placement and placement of freelancers.

## 1. Scope of application

As soon as we have informed you of the existence of these GTC and it was possible for you to take note of them, these will become valid. By accepting the candidate proposals sent to you by us, you agree to our GTC.

## 2. Personnel placement

The employment of an applicant recommended by HUK Human Resources und Kader AG (hereinafter referred to as HUK AG) triggers a fee claim in accordance with the conditions in paragraph 3. HUK AG supports the client with suitable application dossiers.

## 3. Conditions

### 3.1 Classical personnel placement (without freelancers)

HUK AG offers its clients a 3-stage fee model. This model allows individual control of the agency fees. The client decides for one of the 3 fee models:

#### Success fee: 14 % of gross annual salary

The client benefits from a lower agency fee, but bears the risk himself in the event of termination of the employment contract. In this model, there is no right to a refund.

#### Success fee: 16 % of gross annual salary

The success fee is 16% of the gross annual salary. The reimbursement in case of termination of the placed candidate depends on the time of the termination. In the 1st month 75% will be refunded, in the 2nd month 50% and in the 3rd month 25%.

#### Success fee: 18 % of gross annual salary

The success fee is 18% of the gross annual salary. The reimbursement in case of termination of the placed candidate depends on the time of the termination. In the 1st month 75% will be refunded, in the 2nd and 3rd month 50% and in the 4th to 6th month 25%.

#### Minimum flat rate

The minimum flat fee for a placement is CHF 5'000.-.

### 3.2 Placement of freelancers

The placement of a freelancer takes place in a contractual relationship and is recorded in a separate document. A successful placement is subject to a minimum fee due immediately and increases to a maximum of the success fee listed below during the first 12 months of employment. Settlement is based on the annual gross salary assumed, ex-post and pro-rata, but at the latest after 6 and 12 months (less minimum fee and advance payments). Continuous employment beyond 12 months is no longer subject to a placement fee. The payroll of the freelancer takes place directly between the client of HUK AG and the freelancer.

#### Success fee: 14 % of gross annual salary

Minimum flat fee: CHF 5'000.- per referral. Without right to reimbursement.

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The gross annual salary is the sum calculated from the monthly gross salary x 12, the 13th month's salary, the gratuities, bonuses and commissions as well as other monetary benefits such as company cars, flat-rate expenses, etc. For performance-related salaries, the annual target salary is decisive. If a client hires a candidate proposed by HUK AG before the expiry of twelve months after the presentation of the application documents, HUK AG is entitled to claim the fee. In the case of temporary employment for up to one year, an individual offer will be made in advance. Should the temporary employment result in a permanent position or should the temporary employment be extended beyond a period of one year, we reserve the right to invoice the difference on the gross annual salary calculated in the usual manner. If the fixed-term employment is extended and the total term is less than one year, a subsequent invoice will be issued. After signing the contract, HUK AG can request a copy of the employment contract.

## 4. Exceptions

If the client recruits parallel by himself, he can hire a direct applicant at any time without HUK AG charging an amount.

## 5. Mandates

If the client gives HUK AG an exclusive personnel search order, no additional mandates will be given. In this case the employment of an applicant recommended by HUK AG triggers a fee claim according to paragraph 3. After agreement the names of our clients will be mentioned in the job advertisements. In order to be able to guarantee the best possible advice, it is assumed that the client submits all direct applications, as well as those of competitors, to HUK AG for examination. These direct applications will be treated equally and will trigger a fee claim according to paragraph 3. If an assignment is withdrawn by the client for reasons that are neither HUK AG's nor the candidate's responsibility (reorganization, internal job change, sale etc.), we charge an expense allowance of CHF 250.– per hour for the work already performed by HUK AG.

In case of an exclusive mandate, HUK AG provides an advertisement space on the HUK website - these costs are borne by HUK AG. If the client wishes to have further platforms for advertising (jobs.ch, other media portals, newspapers etc.), we will be happy to obtain a corresponding offer. The customer will be invoiced for these advertising costs by HUK AG or directly by the media agencies. Additional services (e.g. assessments) will be invoiced according to time and effort, as per individual offer.

## 6. Guarantees

The HUK AG guarantee model assures the customer of quality and loyalty. We undertake to examine the candidate carefully and thoroughly with regard to the intended function. The customer is responsible for the selection and introduction of the employee. The client acknowledges in which cases guarantee benefits come into play and in which cases they do not:

6.1 In the event of the departure of an employee placed by us, we will refund the fee in accordance with the chosen fee model (see paragraph 3, Conditions). During the first 3 months, the date of the candidate's departure (last working day according to the confirmation of employment) is decisive for the calculation. Between the 4th and 6th month, the basis for calculation shall be the date of termination. If the placed employee does not take up the position by his/her own decision despite conclusion of the contract (employment contract), 100 % of the originally agreed contingency fee shall be refunded.

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6.2 The guarantee does not apply if the client or the company dismisses the employee due to a sale, restructuring, the economic situation or due to changes within the department. Furthermore, the guarantee benefit does not apply if the job profile no longer corresponds to that at the time the contract was concluded or there is a change of supervisor and the employee terminates the job for one of these two reasons. HUK AG is entitled to inquire with both parties about the reason for the termination and may request a written statement.

## 7. Data protection

HUK AG treats the data received from the client and the candidates in strict confidence and complies with the applicable data protection agreement (DPA or GDPR). The customer acknowledges that the processing of personal data serves the fulfilment or initiation of the contract or a legitimate interest. The data protection declaration of HUK AG applies, which can be accessed here ([web link](#)).

If correspondence is requested by e-mail, the client agrees to the unencrypted transmission of the data and is aware that the data can theoretically be read. In the case of requested meetings online via Zoom, Microsoft Teams or other video service providers, the client declares his/her revocable consent to the processing of the image and video data purely for the purpose of conducting the meeting. The video meetings or individual photos thereof will not be stored by the commissioning party.

## 8. Payment conditions / VAT.

After verbal or written confirmation HUK AG will issue the invoice, which is to be paid within 30 days of the invoice date without any deductions. The statutory value added tax is levied on all amounts.

## 9. Court of Jurisdiction

Lucerne is the registered competent court of jurisdiction.

Lucerne, January 2023